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Live Stream at <https://www.burlesontx.com/watchlive>

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City Hall Council Chambers, 141 W. Renfro, Burleson, TX 76028

**1. CALL TO ORDER**

Invocation - Anthony Perick, Hughley Hospital Chaplain

Pledge of Allegiance to the US Flag

Texas Pledge:

*Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God; one and indivisible*

**2. PUBLIC PRESENTATIONS**

A. Proclamations

B. Presentations

C. Community Interest Items

This is a standing item on the agenda of every regular meeting of the City Council. An "item of community interest" includes the following:

- Expression of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- Honorary recognitions of city officials, employees, or other citizens;
- Reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by city official or city employee; and
- Announcements involving imminent public health and safety threats to the city.

**3. REPORTS AND PRESENTATIONS**

- A. Receive a report and hold a discussion regarding the 88th Texas Legislature, certain bills filed or enacted during the latest legislative session, and future legislative issues. (*Presenter: Snapper Carr of Focused Advocacy*)
- B. Receive a report, hold a discussion and provide staff direction regarding the Utility Customer Service Leak Adjustment Policy. (*Staff Presenter: Jesse Elizondo, Director of Customer Service*)
- C. Receive a report, hold a discussion and provide staff direction regarding the Police Department and Public Safety Communication expansion project. (*Staff Presenter: Eric Oscarson, Director of Public Works*)

**4. CHANGES TO POSTED AGENDA**



- A. Items to be continued or withdrawn.
- B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance. Items to be added to the Consent Agenda require an official vote by the City Council.

## **5. CITIZENS APPEARANCE**

Each person in attendance who desires to speak to the City Council on an item NOT posted on the agenda, shall speak during this section.

A speaker card must be filled out and turned in to the City Secretary prior to addressing the City Council. Each speaker will be allowed three (3) minutes.

Please note that City Council may only take action on items posted on the agenda. The Texas Open Meetings Act prohibits the City Council from deliberating or taking action on an item not listed on the agenda. City Council may, however, receive your comments on the unlisted item, ask clarifying questions, respond with facts, and explain policy.

Each person in attendance who desires to speak to the City Council on an item posted on the agenda, shall speak when the item is called forward for consideration.

## **6. CONSENT AGENDA**

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff recommendations.

- A. Consider approval of the minutes from the August 7, 2023 regular council meeting and August 15, 2023 special council meeting. (*Staff Contact: Amanda Campos, City Secretary*)
- B. Consider approval of an Ordinance repealing Chapter 54 Miscellaneous Offenses, Article IV Curfew in its entirety. (Final Reading) (*Staff Presenter: Billy J. Cordell, Chief of Police*)
- C. Consider approval of a minute order ratifying the 4A Economic Development Corporation Board's action approving a resolution authorizing an unimproved property contract between the Burleson 4A Economic Development Corporation and Craftmasters Real Estate, LLC, purchasing approximately 54 acres in Hooper Business Park in Johnson County, Texas in the amount of \$2,500,000. (*Staff Contact: Alex Philips, Economic Development Director*)
- D. Consider approval of a minute order ratifying the 4A Economic Development Corporation Board's action approving a resolution authorizing an unimproved property contract between the Burleson 4A Economic Development Corporation and Craftmasters Real Estate, LLC, purchasing approximately 8 acres in Hooper Business Park in Johnson County, Texas in the amount of \$360,000. (*Staff Contact: Alex Philips, Economic Development Director*)
- E. Consider approval of an ordinance approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp., Mid-Tex Division regarding the company's 2023 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical



benefits; and requiring the company to reimburse ACSC's reasonable ratemaking expenses. (First Reading) (Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)

## **7. GENERAL**

- A.** Consider and take action on an ordinance for the sale and issuance of the City of Burleson, Texas General Obligation Bonds, Series 2023 not to exceed \$9,447,547, including issuance cost. (First and Final Reading) (Staff Presenter: Martin Avila, Director of Finance)
- B.** Consider and take action on an ordinance for the sale and issuance of the City of Burleson, Texas Combination Tax and Revenue Certificates of Obligation Bonds, Series 2023 not to exceed \$32,941,551, including issuance cost. (First and Final Reading) (Staff Presenter: Martin Avila, Finance Director)
- C.** Consider an ordinance approving the 2023-24 annual Service and Assessment Plan (SAP) update for the Parks at Panchasarp Farms Public Improvement District No. JC-1 and directing the City Secretary to file this ordinance with the County Clerk. (First Reading) (Staff Presenter: Tony McIlwain, Development Services Director)
- D.** Consider approval of a sixty-two month contract through a cooperative purchasing agreement with BuyBoard for the purchase of Axon Enterprise Incorporated in-car camera, body-worn camera, and Taser services and products in the amount of \$2,268,274.10 (Staff Presenter: Tim Mabry, Lieutenant)
- E.** Consider approval of an ordinance repealing in its entirety Article III "Amusements" of Chapter 14 "Businesses" of the Code of Ordinances, City of Burleson, Texas, setting forth rules and regulations for amusement centers and requiring certain amusement centers to obtain a permit for coin-operated machines. (First Reading) (Staff Presenter: Tony McIlwain, Development Services Director)
- F.** Consider approval of a resolution amending Resolution CSO#5077-04-2023 by adopting an amended emergency medical and ambulance services billing policy. (Staff Presenter: K.T. Freeman, Fire Chief)
- G.** Consider approval of an ordinance amending Ordinance CSO#3069-09-2022 the City's Fee Schedule by adding fees associated with the engineering review and inspection of private development; finding that the meeting at which this ordinance is passed was open to the public and that the recitals are true; containing a severability clause, cumulative clause, and effective date. (Final Reading) (Staff Presenter: Errick Thompson, Deputy Public Works Director)

## **8. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS**

## **9. RECESS INTO EXECUTIVE SESSION**

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda.

### **A. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071**

-Receive a report and hold a discussion regarding Lighthouse Services anonymous hotline provider and case management system.



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**B. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072**

**ADJOURN**

**CERTIFICATE**

I hereby certify that the above agenda was posted on this the **16th of August 2023, by 5:00 p.m.**, on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

**ACCESSIBILITY STATEMENT**

The Burleson City Hall is wheelchair accessible. The entry ramp is located in the front of the building, accessible from Warren St. Accessible parking spaces are also available in the Warren St. parking lot. Sign interpretative services for meetings must be made 48 hours in advance of the meeting. Call the A.D.A. Coordinator at 817-426-9600, or TDD 1-800-735-2989.



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## City Council Regular Meeting

**DEPARTMENT:** Legal and Purchasing

**FROM:** Justin Scharnhorst, Assistant to the City Manager

**MEETING:** August 21, 2023

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**SUBJECT:**

Receive a report and hold a discussion regarding the 88<sup>th</sup> Texas Legislature, certain bills filed or enacted during the latest legislative session, and future legislative issues. (*Presenter: Snapper Carr of Focused Advocacy*)

**SUMMARY:**

The city council has contracted with Focused Advocacy as the city's legislative consultant to, among other things, advise and assist the city on understanding the implications of enacted legislation and future legislative issues that may impact the city. The underlying goal of the city's legislative agenda and activities is to produce positive outcomes for the citizens of Burleson. The city council has taken a proactive role in monitoring legislative issues to help ensure that Burleson citizens can continue to enjoy the quality of life they have come to expect in our city. To that end, Focused Advocacy will discuss with the city council the 88<sup>th</sup> Texas Legislature, certain bills enacted during the latest legislative session, and future legislative issues on the horizon.

**OPTIONS:**

None.

**RECOMMENDATION:**

None.

**PRIOR ACTION/INPUT (Council, Boards, Citizens):**

None.

**FISCAL IMPACT:**

None.

**STAFF CONTACT:**

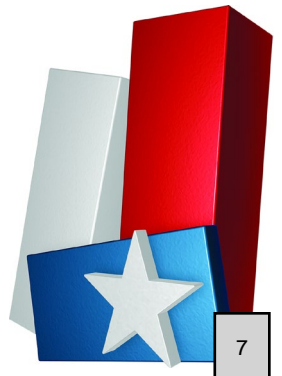


Justin Scharnhorst  
Assistant to the City Manager  
[jscharnhorst@burlesontx.com](mailto:jscharnhorst@burlesontx.com)  
817-426-9646



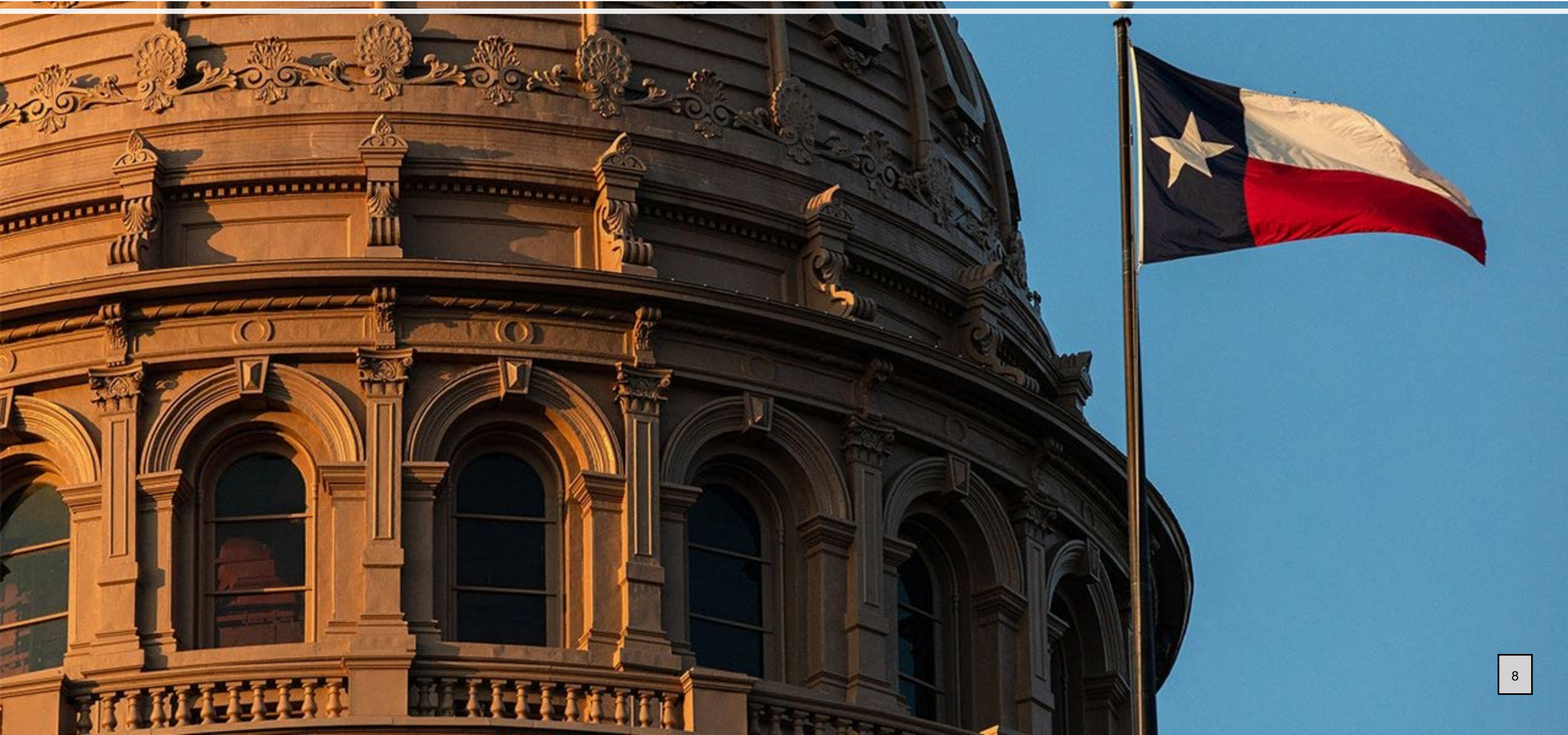
# Legislative Wrap-up 88<sup>th</sup> Legislative Session

Council Presentation  
August 21, 2023





# 88<sup>th</sup> Texas Legislature





# Contract Lobby Team



**Brandon  
Aghamalian**

Municipal issues, economic development, property taxes, and transportation and transit issues.



**Curt Seidlits**

Founder, government affairs and lobby strategists.



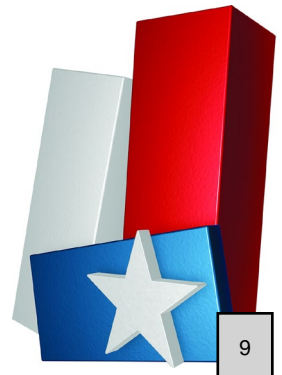
**Snapper Carr**

Land usage, utilities, military and water issues.



**Lynlie Hurd**

Municipal issues, water and environmental issues.





# Burleson Legislative Delegation



**Senator Phil King**

Committees:

- Business & Commerce (Vice-Chair)
- Border Security
- Criminal Justice
- Education
- Transportation
- Subcommittee on Higher Education



**Rep. DeWayne Burns**

Committees:

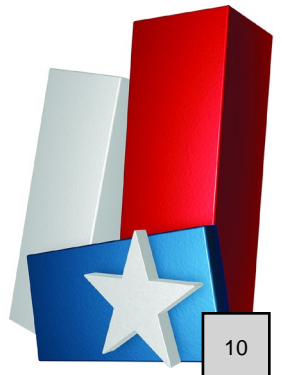
- Land and Resource Management (Chair)
- Higher Education



**Rep. David Cook**

Committees:

- Criminal Jurisprudence (Vice Chair)
- Calendars
- Juvenile Justice & Family Issues





# Property Tax Relief Special Session Update

**The Second Special Session was called June 27<sup>th</sup>. On July 10<sup>th</sup>, Lt. Gov. Patrick and Speaker Phelan announced a compromise had been reached on property tax relief. House and Senate adjourned July 13<sup>th</sup>.**

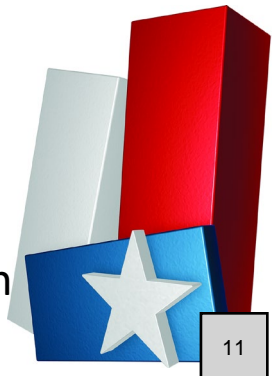
**Proposition 4 provides property tax relief by proposing a constitutional amendment to enact Senate Bill 2.**

## **Property Tax Relief – Senate Bill 2:**

- Reduces maximum compressed rate for school district M&O property tax rate by 10.7 cents per \$100 valuation.
- Raises school district residence homestead exemption from \$40,000 to \$100,000.
- Non-homesteaded property valued under \$5 million receives a 20% circuit-breaker (appraisal cap) on appraised value increases (3-year pilot project).
- 3 county citizens will be elected county-wide to each County Appraisal Districts (CAD board) of directors in non-partisan positions. The CAD board of directors will select Appraisal Review Board (ARB) members, in each county of 75k population or greater.

## **Franchise Tax Reform – Senate Bill 3:**

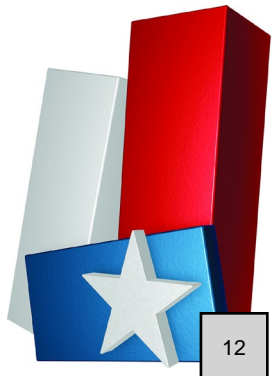
- Doubles the amount of franchise tax exemption from \$1.235 million to \$2.47 million, which will result in 67,000 small to medium sized businesses no longer paying the franchise tax.





# 88<sup>th</sup> Legislative Session – By the Numbers

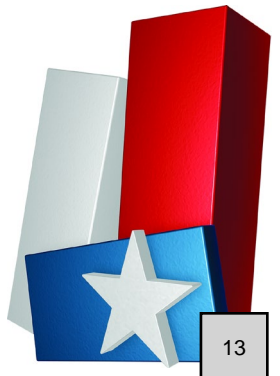
- 8,344 bills and joint resolutions filed - 1,880 tracked bills (23%)
- 1,258 bills passed - 230 tracked bills passed
- 1,073 bills passed (87th Legislative Session)





# Governor Abbott Priorities

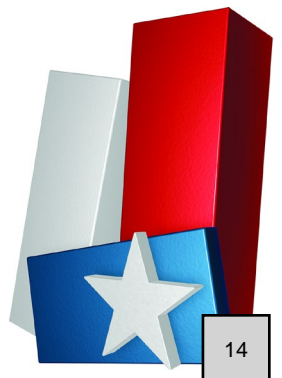
- **Property Tax Relief**
- **Ending Covid Restrictions**
- **School Choice**
- **School Safety**
- **Bail Reform**
- **Border Security**
- **Prosecution of fentanyl deaths**





# Lt. Governor Patrick Priority Bills

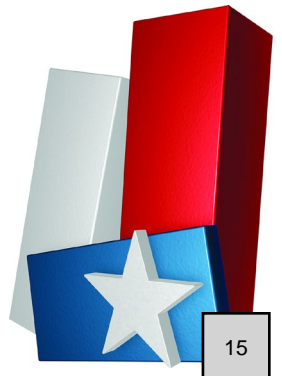
- **Property Tax Relief**
  - **S.B. 3:** Increasing homestead exemption from \$40,000 to \$70,000 and tangible business property exemption. **S.B. 4:** Additional school property tax relief. **S.B. 5:** Increasing business personal property tax. \$76 million fiscal note for cities. **(All failed in the regular session)**
- **Law Enforcement**
  - **S.B. 22:** Rural law enforcement funding.
- **Infrastructure**
  - **S.B. 28:** Addressing Texas' future water needs.
- **COVID-19**
  - **S.B. 29:** Banning COVID-19 mandates.





# Speaker Phelan Priority Bills

- **Economic Development**
  - **H.B. 5:** School district tax abatement program.
- **Broadband Funding**
  - **H.B. 9:** Broadband Infrastructure Fund.
- **Development Plans and Platting**
  - **H.B. 14:** 3<sup>rd</sup> party review and inspections for development documents and permits.





# Special Session(s)





# Cutting Room Floor

## Local Preemption

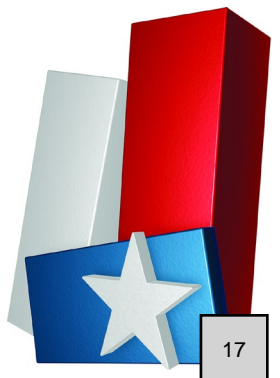
- Regulating state license holders
- City occupational licenses
- Commercial activity

## Land Use

- Disannexation
- Minimum lot size and small lot preemption
- Accessory dwelling units by right
- HUD code manufactured housing by right
- Building height restrictions
- ETJ size, density in ETJ, required services and ordinance enforcement in ETJ
- STRs and residential amenity preemption

## Economic Development

- 380 agreement limitations





# Cutting Room Floor (Cont.)

## City Administration

- Community censorship
- Prohibiting transferring utility fund revenue to general fund
- Streaming services not video services for franchise fees

## Debt

- Debt service fund use limitations
- Certificate of obligation restrictions
- November debt elections

## Personnel

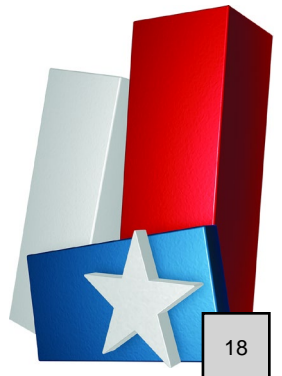
- Automatic civil service over 10,000 population

## Property Tax

- 5% appraisal cap
- State money for cities impacted by disabled vet exemption
- Repeal of de minimis rate for cities under 30,000 (fire truck provision)
- Pay-go financing reform

## Sales Tax

- Destination sales tax sourcing
- Street maintenance sales tax reforms





# Cutting Room Floor (Cont.)

## **Elections**

- Ballot language restrictions and liability
- Sale of parkland without election

## **Public Safety**

- Emergency services district bills
- Mandatory homeless camping ban complaints and enforcement
- Firefighter investigation procedure

## **Open Government**

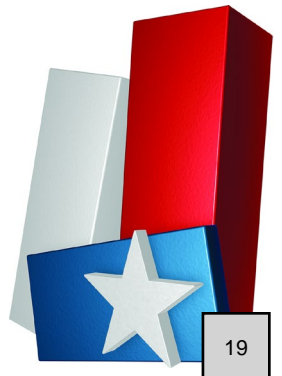
- Online public notices

## **Purchasing**

- Increased competitive bidding threshold

## **Transportation**

- Billboard relocation
- Lowered speed limit without traffic study

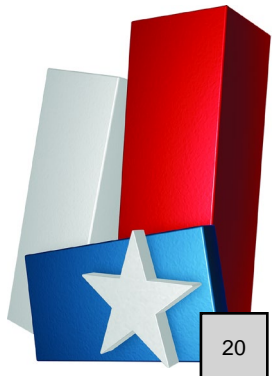




# Preemption – H.B. 2127

## H.B. 2127:

- Expressly preempts certain home rule city regulations;
- Potentially preempts other home rule city regulations in fields occupied by state statute in particular codes, depending on how courts rule;
- Creates a cause of action for lawsuits against a home rule city to determine whether a city regulation is preempted; and
- Requires three months' notice before a claimant may bring a lawsuit against a city.

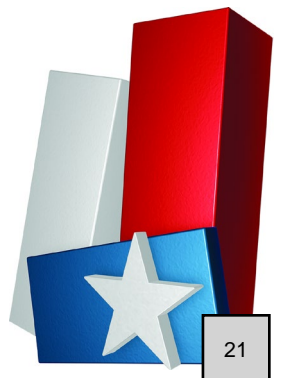




# Preemption – H.B. 2127

## What city authority is expressly protected?

- Existing payday lending ordinances, if valid under previous law
- Existing regulations of the retail sale of dogs or cats, until the state adopts statewide regulations
- Ability to regulate a massage establishment
- Ability to maintain roads, impose taxes, and carry out any authority expressly authorized by statute
- Authority to conduct a public awareness campaign
- Ability to negotiate terms of a collective bargaining agreement
- Adoption of policies related to city employees

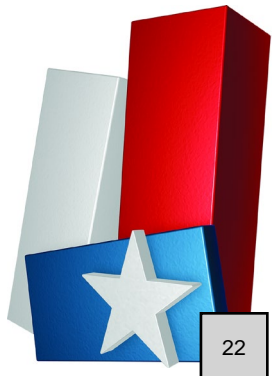




# Preemption – H.B. 2127

## Which city regulations are expressly preempted by the bill?

- Regulations relating to employment leave, hiring practices, breaks, employment benefits, scheduling practices, and other terms of employment that exceed or conflict with federal or state law.
- Regulations involving the breeding, care, treatment, or sale of animals or animal products if person holds a license for the business issued by federal or state government.
- Regulations of evictions or delivery of notice to vacate prior to an eviction.





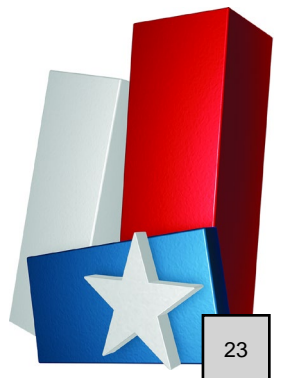
# Preemption – H.B. 2127

**Which city regulations *may* be preempted by the bill?**

Unless expressly authorized, a city ordinance that regulates conduct in a field of regulation that is occupied by a provision of one of the following codes is void and unenforceable:

- Agriculture Code
- Business & Commerce Code
- Finance Code
- Insurance Code
- Labor Code
- Natural Resources Code
- Occupations Code
- Property Code

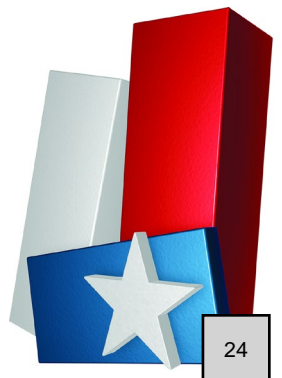
**When does a state statute occupy a field of regulation?**





# Preemption – H.B. 2127

- H.B. 2127 is effective September 1, 2023.
- Three-month notice prior to suit gives cities ability to review and repeal or amend, if necessary, before suit.
- Extent of city preemption won't be fully known for years while courts define “field preemption.”
- **On July 3, 2023, the City of Houston filed a lawsuit in Travis County against the State of Texas to declare H.B. 2127 unconstitutional, and thus, unenforceable.**
- **City of Houston filed motion for summary judgment July 19. City of San Antonio officially intervened July 24.**





# Land Use – ETJ Release

## S.B. 2038

- Release of an area from ETJ by petition or election
- ETJ release provisions don't apply to an area:
  - Designated as industrial district
  - Subject to a strategic partnership agreement
  - Located within five miles of a military base
  - Voluntarily annexed into a city's ETJ if located in high growth county with population over 240,000.
  - Located in certain parts of San Antonio ETJ
- Annexations after January 1, 2023 do not expand the ETJ unless would-be residents of the ETJ request inclusion
- If an area is released from ETJ, any city/county interlocal agreements giving city authority to regulate subdivisions is terminated as to the area and county is granted authority





# Land Use – Agricultural Operations

## H.B. 1750 / H.J.R. 126

- City can't impose a requirement that applies to agricultural operations located in the city limits unless:
  - City health officer or consultant makes findings identifying evidence of health hazards; and
  - Resolution with clear and convincing evidence that requirement is necessary to protect residents in vicinity of agricultural operation from certain dangers; and
- No city requirements that directly or indirectly prohibit generally accepted agricultural practices, prohibit the use of pesticides or other measures to control vermin or disease-bearing insects, or require an agricultural operation to receive certain state designations;
- City may impose 12-inch maximum height for vegetation related to an agricultural operation if operation located near ROW or property boundary





# Land Use – Platting and Subdivisions

**H.B. 3699** – Platting review process changes, including:

- removing plans from 30-day shot clock
- allowing city to delegate plat review to staff
- allowing city submittal calendars
- requiring all plat application materials to be published
- prohibits a city or P&Z from requiring an analysis, study, document, agreement, or similar requirement to be included as part of a plat application, development permit, or subdivision of land if not explicitly allowed by state law

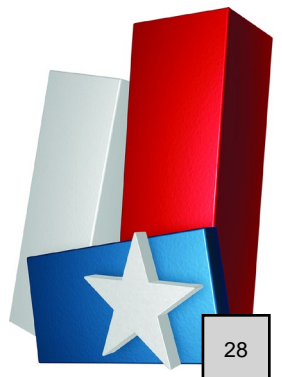
**H.B. 14** - Authorizes third party review of development documents or permits and third party inspections if not acted upon or completed within 15 days of a statutory deadline





# Land Use - Other

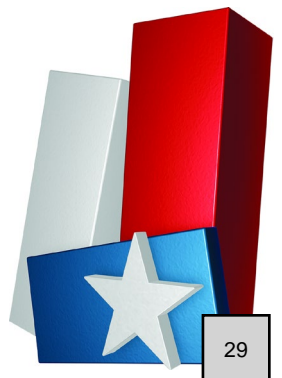
- **H.B. 586** – Consent annexation of roadway adjacent to/connecting annexed area
- **H.B. 1381** – One public hearing for P&Z preliminary zoning report
- **H.B. 1526** – Parkland dedication in cities over 800,000
- **H.B. 1707** – Charter schools treated like public schools
- ***H.B. 2308*** - *Preempts certain ordinances that regulate agricultural operations*
- **S.B. 929** – Compensation for involuntary termination of non-conforming use
- **S.B. 2453** – Energy/water conservation exceptions to building materials preemption





# City Finance

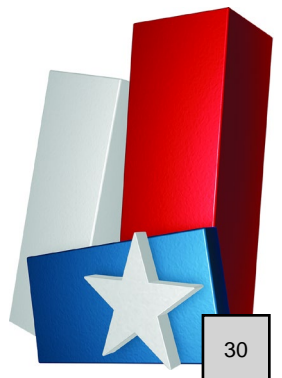
- **H.B. 1228** – Electronic property tax communication system
- **H.B. 2071** – Public facility corporation requirements and restrictions
- **S.B. 1999** – Calculating unused increment tax rate
- **S.B. 379** – Family care product sales tax exemption
- **S.B. 543** – *City transfer of real property in 380 agreements*
- **S.B. 1340** – Expands comptroller's 380 agreement database and reporting requirements for cities
- **H.B. 4082** – Defines “public work” for CO and anticipation note purposes; Limits COs or TANs for new stadiums, arenas, convention centers, or hotels
- **H.B. 1922** – Mandatory 10-year renewal of city building permit fees
- **H.B. 3492** – Prohibits value-based city permit fees
- **H.B. 3727/S.B. 1420** – numerous city hotel occupancy tax changes, including new reporting requirements





# Public Safety

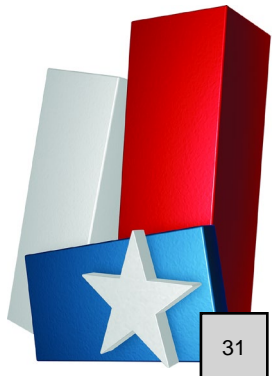
- **H.B. 3** – School safety officers
- **H.B. 1442/H.B. 2899** – Confiscating cars used in street takeovers
- **H.B. 1819** – Prohibits local juvenile curfews
- **H.B. 3137** – Prohibits mandatory firearm insurance
- **H.B. 3660** – Trap-Neuter-Release program affirmative defense
- **H.B. 3858** – Peace officer wellness program
- **S.B. 224** – Increased catalytic converter theft penalties
- **S.B. 267** – TCOLE law enforcement agency accreditation
- **S.B. 1319** – Mandatory overdose reporting
- **S.B. 1445** – TCOLE sunset bill
- **S.B. 29** – Ban on local COVID-19 orders
- **H.B. 3186** – Mandatory youth diversion programs





# Personnel

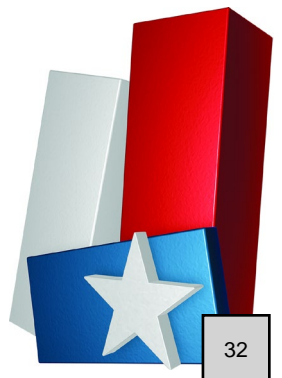
- **H.B. 471** – Paid illness and injury leave for first responders
- **H.B. 1486** – 911 dispatch mental health leave policy
- ***H.B. 1661*** – *Raises maximum police officer hiring age to 45 in civil service city*
- **H.B. 2468** – Lifetime workers' comp benefits for first responder serious bodily injury





# Open Government and Elections

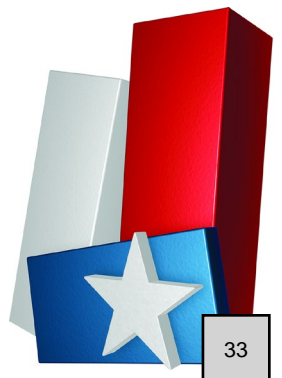
- ***H.B. 30*** – *Repeals PIAs dead suspect exception*
- **H.B. 3033** – PIA request reforms (business days, vexatious requestors, electronic submission)
- **H.B. 3440** – Posting meeting agenda notices
- **S.B. 943** – Requires newspaper to place notice on newspaper's website, use notice clearinghouse (if available)
- **H.B. 1434** – Staggering Type A alderman terms
- **H.B. 2626** – Reporting city official political contributions
- ***H.B. 3613*** – *Unifying single member district councilmember terms after apportionment*





# Other City Administration

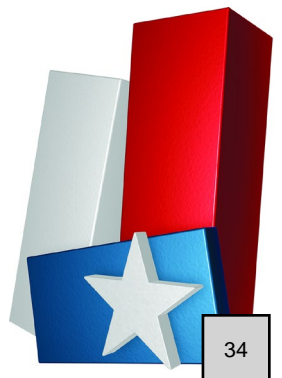
- **H.B. 2464** – TMRS optional cost of living adjustment
- **H.B. 3579** – Local regulation of massage establishments
- **S.B. 12** – Prohibiting sexually-oriented performances
- **S.B. 232** – Removing local officials for conviction of certain offenses
- **S.B. 271** – Reporting local government cybersecurity incidents
- **S.B. 577** – Preempting local food regulations more stringent than state law
- ***S.B. 1893*** – *Tik-Tok ban on city devices*





# Purchasing

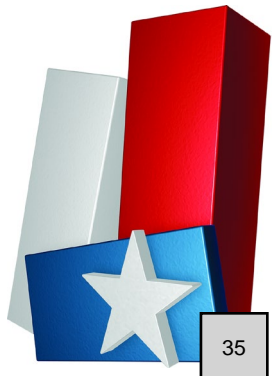
- **H.B. 1817** – Lobbying contract disclosure requirement
- **H.B. 2518** – Public work contract requirements
- **H.B. 2965** – Waiving construction defect damages in public construction contracts
- **H.B. 3485** – Limits use of unsigned change orders





# Utilities and Environment - Broadband

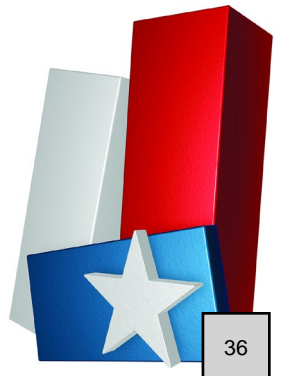
- ***H.B. 9/H.J.R. 125*** – *Creates Broadband Infrastructure Fund*
- **S.B. 1238** – Broadband Infrastructure Fund eligibility
- **S.B. 2119** – Creating statewide broadband service maps





# Utilities and Environment - Other

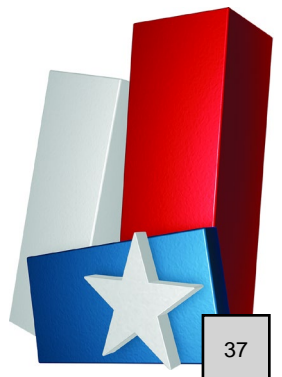
- ***H.B. 1500*** – *PUC sunset bill (Electric Grid Reforms)*
- **H.B. 1598** – Preempts local solid waste facility regulations
- **H.B. 3810** – Unplanned public water supply outage and boil water advisories
- ***S.B. 28/S.J.R. 75*** – *Texas Water Fund and New Water Supply for Texas Fund*
- **S.B. 784** – State has exclusive jurisdiction over greenhouse gas regulations
- **S.B. 1017** – Local engine and energy source regulations
- **S.B. 1397** – TCEQ sunset
- **S.B. 1860** – No city charter climate provisions





# Bills Vetoed by Gov. Abbott

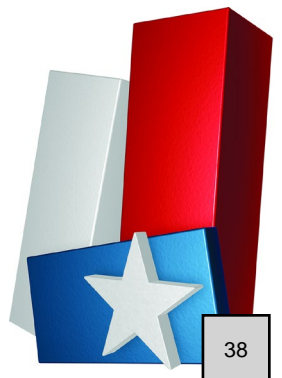
- Veto period ended June 18.
- Vetoes are directly related to property tax relief and education issues. The subject matter of vetoed bills could be added to future calls.
- Abbott vetoed 76 bills and made one line-item veto to the budget bill, H.B. 1..
- Vetoed bills included the following city related bills:
  - **S.B. 2035** – Limiting the use of COs and TANs
  - **H.B. 2956** – *Allowing for annexation across a railroad right-of-way (Rep. Shine)*
  - **H.B. 4759** – Dangerous dogs
  - **S.B. 269** – Law Enforcement Agency Accreditation
  - **S.B. 1399** – Renewal of Air Quality Permits
  - **S.B. 1439** – Business Personal Property Tax Exemption
  - **S.B. 1916** – Public Improvement Districts
  - **S.B. 1998** – Property Tax Rate Calculation
  - **S.B. 2453** – Exceptions to Building Material Preemption
  - **S.B. 2493** – Landlord repairs





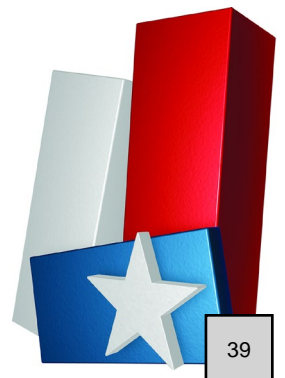
# Constitutional Amendment Election Nov. 7

- Prop 1 is HJR 126 (Right to Farm Within City Limits)
- Prop 2 is SJR 64 (Property Tax Exemption for Child Care)
- Prop 3 is HJR 132 (Prohibition of State Tax Based on Net Worth)
- Prop 4 is HJR 2 (Property Tax Relief)
- Prop 5 is HJR 3 (Texas University Fund)
- Prop 6 is SJR 75 (Texas Water Fund)
- Prop 7 is SJR 93 (Texas Energy Fund)
- Prop 8 is HJR 125 (Broadband Infrastructure Fund)
- Prop 9 is HJR 2 (TRS COLAs)
- Prop 10 SJR 87 (Property Tax Exemption for Biomedical Equipment)
- Prop 11 is SJR 32 (El Paso County Authority to Issue Bonds for Parks)
- Prop 12 is HJR 134 (Abolish Galveston County Treasurer's Office)
- Prop 13 is HJR 107 (Increase Mandatory Age of Retirement for State Judges)
- Prop 14 is SJR 74 (Texas Parks Centennial Conservation Fund)





# Questions?





## City Council Regular Meeting

**DEPARTMENT:** Customer Service

**FROM:** Jesse Elizondo, Director of Customer Service

**MEETING:** August 21, 2023

### SUBJECT:

Receive a report, hold a discussion and provide staff direction regarding the Utility Customer Service Leak Adjustment Policy (*Staff Presenter: Jesse Elizondo, Director of Customer Service*)

### SUMMARY:

The city employs its utility customer service leak adjustment policy (Chapter 82 Sec. 82-11 (b)) to define eligibility criteria and procedures for Burleson's residents and businesses. This policy serves as a guideline for addressing concerns pertaining to water leaks within residential and commercial water systems. The primary purpose of the policy is to establish equitable and accountable procedures for managing scenarios where a business or property owner experiences abnormally high water bills due to undetected water leaks on their property. These leaks, typically beyond their awareness or control, can impose substantial financial burden as the wasted water often leads to an unexpected spike in their water bill.

In January of 2015 the current leak adjustment policy (Exhibit 3) was presented and approved by city council lowering the eligible use frequency to "once every ten years" along with several changes to eligibility requirements and forgiveness calculations. The city's current policy breakdown is outlined below:

Frequency	Requirements	Calculation
Once every 10 years	<ul style="list-style-type: none"> <li>- Evidence of repair (service/parts receipt or shutoff documentation)</li> <li>- All dates or evidence of repair must coincide with dates of high usage</li> <li>- Residential and commercial are both eligible</li> </ul>	- Forgiveness given above a calculated 12 month average (not including leak)

The staff has recently conducted an assessment of twelve neighboring cities. This assessment involved a comprehensive comparison of factors such as frequency, eligibility requirements, and calculation formulas, as detailed in Exhibit 2, Slide 5. Although each city has its unique policy tailored toward the specific needs of its community, the evaluation has led Burleson staff to determine a need to present Burleson's leak adjustment policy for a review and discussion before city council.



**OPTIONS:**

- 1) Review the leak adjustment policy and leave it unchanged.
- 2) Provide direction to change the leak adjustment policy, which will then come back to council at a future meeting as an ordinance change.

**RECOMMENDATION:**

Staff is requesting direction from city council regarding updates to the policy and suggests the following recommendation as a starting point:

Frequency	Requirements	Calculation
Once every 24 months	<ul style="list-style-type: none"> <li>- Evidence of repair (service/parts receipt or shutoff documentation)</li> <li>- All dates or evidence of repair must coincide with dates of high usage</li> <li>- Residential and commercial are both eligible</li> <li>- Must apply within 90 days of the repair</li> </ul>	<ul style="list-style-type: none"> <li>- Forgiveness given above 12 month average (not including leak) if there is not 12 months history, utilize available history or city average</li> <li>- Adjustments cover 50% of high usage above the average</li> </ul>

**FISCAL IMPACT:**

No immediate fiscal impact. Possible future impact would be determined by the frequency, requirement and calculation changes made to the policy as well as future resident use.

**STAFF CONTACT:**

Jesse Elizondo  
 Director of Customer Service  
[jelizondo@burlesontx.com](mailto:jelizondo@burlesontx.com)  
 817-426-9662



# Utility Customer Service Leak Adjustment Policy

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PRESENTED TO THE CITY COUNCIL ON  
AUGUST 21, 2023



# Utility Customer Service Leak Adjustment Policy

## Utility Customer Service Team

- Greater than 20,000+ phone calls
- Greater than 40,000+ total touchpoints per year
- Abandoned call ration of 0.96% (99% calls answered)
- Speed to answer time less than 6 seconds
- First call resolution rate of 98%
- Collection rate 99% for 2022-2023
- Customer satisfaction rating of 95%+ and feedback
- Customer Service focused at all times





# Utility Customer Service Leak Adjustment Policy

## History of Leak Adjustment Policy

### Before 2015

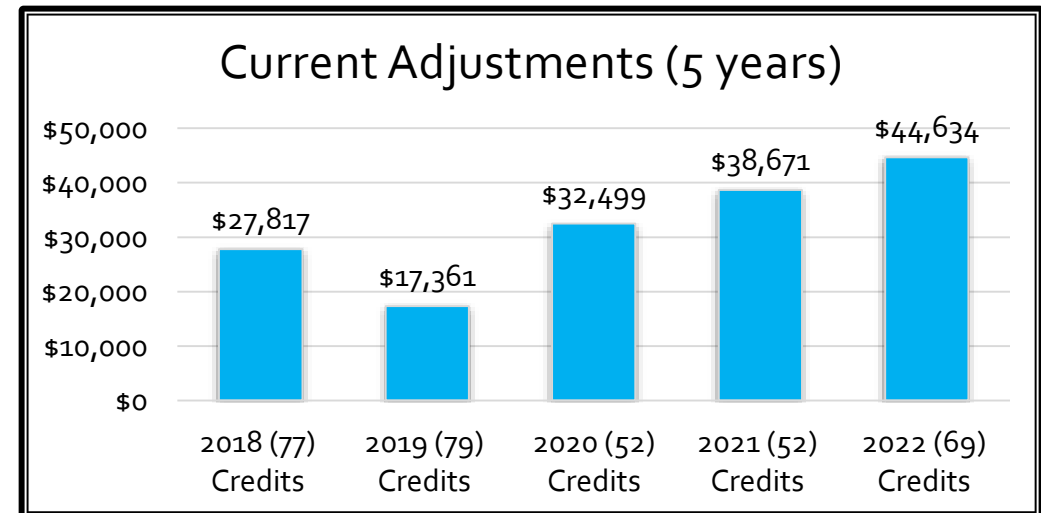
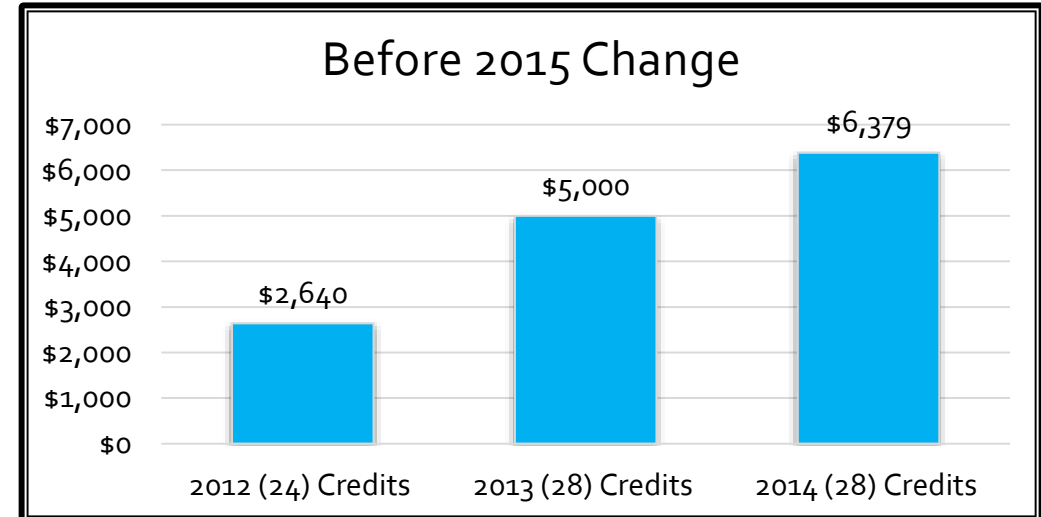
- One adjustment per the life of the account
- Open to residential and commercial
- Customer pays wholesale water cost for leak
- Average 13,200 accounts during 2012-2014
- Average \$175 per credit during 2012-2014

### After 2015

- One adjustment every 10 years
- Open to residential and commercial
- Forgiven dollar amount over 12 month average
- Average 15,700 accounts during 2018-2022
- Average \$489 per credit during 2018-2022

\*numbers *do not* include Covid-19 or Winter Storm Uri relief adjustments

\*rate changes between 2015-2022 *do not* significantly impact these amounts





# Utility Customer Service Leak Adjustment Policy

## Considerations

- Even as 2022 was the highest dollar amount credited, it represents 0.38% of water revenue
- UCS averages 4 leak adjustment requests per month and rarely sees repeats (though policy is clearly communicated)
- Currently UCS does not overly scrutinize eligibility requirements and always works with customers on payment options
- Current policy can be modified in any way including frequency, requirements or calculations

## Current Leak Adjustment Policy

City	Frequency	Requirements	Calculation
Burleson	Once every 10 years	<ul style="list-style-type: none"><li>- Evidence of repair (service/parts receipt or shutoff documentation)</li><li>- All dates or evidence of repair must coincide with dates of high usage</li><li>- Residential and commercial are both eligible</li></ul>	<ul style="list-style-type: none"><li>- Forgiveness given above a calculated 12 month average (not including leak)</li></ul>



# Utility Customer Service Leak Adjustment Policy

City	Frequency	Requirements	Calculation
Cedar Hill	Once every 12 months	<ul style="list-style-type: none"> <li>- Evidence of repair required</li> <li>- Leak must be non-visible (e.g., slab leak), visible leaks not eligible (e.g., running toilets, faucets)</li> <li>- Approval process may take up to 2 months</li> </ul>	1/2 largest bill's excess usage over customer's normal usage (e.g., normal monthly usage is 10,000 gallons, with leak of 20,000 gallons, the adjustment will be for amount equivalent to 5,000 gallons)
Cleburne	Once per calendar year	<ul style="list-style-type: none"> <li>- Evidence of repair required</li> <li>- Only water is eligible, not sewer</li> </ul>	Adjustment = 40% of difference based on 3-year average from time of fix Usage compared to previous year if < 3 years at residence
Coppell	Once every 24 months	<ul style="list-style-type: none"> <li>- Application and documentation from plumber required</li> <li>- 12 months of consumption required</li> <li>- Usage caused by leak must be greater than 12-month average</li> <li>- If usage is not greater than 12-month average, no leak adjustment will be granted</li> </ul>	<b>Usage over the 12-month average will be charged as follows:</b> <ul style="list-style-type: none"> <li>- 50% of the remaining usage will be charged at the most current adopted water and sewer rates</li> <li>- 50% of the usage will be charged at the most current rate paid by the City of Coppell to Dallas Water Utilities for the volume rate</li> </ul>
Fort Worth	Once every 12 months	<ul style="list-style-type: none"> <li>- Evidence of repair required</li> <li>- Application within 60 days of repair</li> <li>- Up to 2 billing periods may receive adjustment</li> </ul>	Adjustment = 50% of excess usage above average based on preceding 6 months or previous year's relevant use.
Hurst	Once every 12 months	<ul style="list-style-type: none"> <li>- Evidence of repair required</li> <li>- Customer responsible for bill during approval process</li> </ul>	Amount of difference is refunded but based on what the City pays to Fort Worth for the cost of water, not what the resident pays City of Hurst
Keller	Once every 24 months	<ul style="list-style-type: none"> <li>- Evidence of repair required</li> <li>- Non-residential allowed 1 adjustment in a 60 month period</li> <li>- Monthly consumption must be 3x higher than the meter's normal monthly usage</li> </ul>	The calculation is based on previous average consumption and sold to the customer at the base rate.
Mansfield	Once every 24 months	<ul style="list-style-type: none"> <li>- Evidence of repair required</li> <li>- If resident has &lt; 6 months usage, city average used</li> </ul>	Refund full amount of difference based on 6-month average usage
North Richland Hills	Once every 12 months	<ul style="list-style-type: none"> <li>- Evidence of repair required</li> <li>- Bill must exceed 2x average usage from previous 12 months or same time last year</li> <li>- <b>Only</b> hidden leaks are eligible</li> </ul>	If current account has less than 12 months of usage history, most recent 12 months for the property used If property does not have 12 months history available, city average used. Adjustments cover 50% of high usage above the average
The Colony	Once every 12 months	<ul style="list-style-type: none"> <li>- Evidence of repair required</li> <li>- Request must be submitted within 90 days of billing date</li> <li>- Consumption must show over 15,000 gallons during billing period</li> </ul>	Reduce usage over 15,000 gallons to the lowest rate tier. Calculate difference between tiers for the leak credit



# Utility Customer Service Leak Adjustment Policy

## Staff Recommendation

City	Frequency	Requirements	Calculation
Burleson	Once every 24 months	<ul style="list-style-type: none"><li>- Evidence of repair (service/parts receipt or shutoff documentation)</li><li>- All dates or evidence of repair must coincide with dates of high usage</li><li>- Residential and commercial are both eligible</li><li>- <b>Must apply within 90 days of the repair</b></li></ul>	<ul style="list-style-type: none"><li>- Forgiveness given above 12 month average (not including leak) if there is not 12 months history, utilize available history or city average</li><li>- <b>Adjustments cover 50% of high usage above the average</b></li></ul>

## Additional Options

- Set a hard cap on credit amount (ex. “up to \$500”)
- Require eligibility only if usage rises to two times 12 month average
- Any other options desired

## Next Steps

- Receive feedback and direction from city council (**tonight**)
- Bring back ordinance changing the leak adjustment policy (**if changes are made**)
- Requires two readings for update



# Utility Customer Service Leak Adjustment Policy

**Discussion and/or Questions?**



Exhibit B  
Utility Customer Service  
Leak Adjustment Policy

- All customers may request a “one-time every ten years” leak adjustment credit to their water utility account with the City of Burleson. Any request for adjustment may be initiated by submitting an acceptable form of documentation of the water loss incident. Acceptable forms of documentation may include but are not limited to:
  - A. A receipt for repairs accomplished by a licensed plumber
  - B. Receipt showing parts purchased by homeowner
  - C. Documentation by city records which reflect date and time called in for shutoff of water meter for repairs
- All dates on documentation or city work orders must coincide with dates of high water usage.
- Failure to submit an acceptable form of documentation will normally result in denial of the “one-time every ten years” credit, but may be appealed to the Public Works Director.
- The “one-time every ten years” credit will be applied to the water usage above the last 12 months average monthly water consumption, with the amount exceeding the 12 month average to be charged per one-thousand gallons of water to the City of Burleson by the wholesale water provider (City of Fort Worth). (Months in which the leak occurred will not be used in the calculation of the 12 month average).
- A credit may apply for two months usage if documentation or usage shows that the leak ran during two consecutive billing periods.
- No credit for sewer charges will be made to residential accounts since the City uses “winter quarter averaging”.
- Sewer credits may be made to commercial accounts if the documentation shows that the leak occurred outside of the building and did not enter the sanitary sewer system.



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## City Council Regular Meeting

**DEPARTMENT:** Public Works

**FROM:** Eric Oscarson, Director of Public Works

**MEETING:** August 21, 2023

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**SUBJECT:**

Receive a report, hold a discussion and provide staff direction regarding the Police Department and Public Safety Communication expansion project. (Staff Presenter: Eric Oscarson, Director of Public Works)

**SUMMARY:**

Receive a report, hold a discussion and provide staff direction regarding the Police Department and Public Safety Communication expansion project.

**STAFF CONTACT:**

Eric Oscarson  
Director of Public Works  
eoscarson@burlesontx.com  
817-426-9837





# Burleson Police Department & Public Works

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Burleson Police Department Building Update

August 21, 2023

Eric Oscarson, Director of Public Works



# Agenda

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- Background
  - 1161 SW Wilshire
  - BRW Study
  - Bond Options and Selection
  - Matrix Study
  - BSW
  - Review of Funding
- Options
- Discussion/Questions





# 1161 SW Wilshire Blvd

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- October 2009 - Gillies, Stransky, Brems and Smith Architects (GSBS) space study
  - Recommended 32,000 square feet
  - Holding facility for 10 detainees plus inebriants
- November 2015 - Moved into the 1161 SW Wilshire Blvd with only 24,000 square feet
  - Original plan did not include a holding facility and left public safety communications at the old facility
- Communications did move to 1161 SW Wilshire Blvd
- Initiated a contract with Mansfield to house prisoners



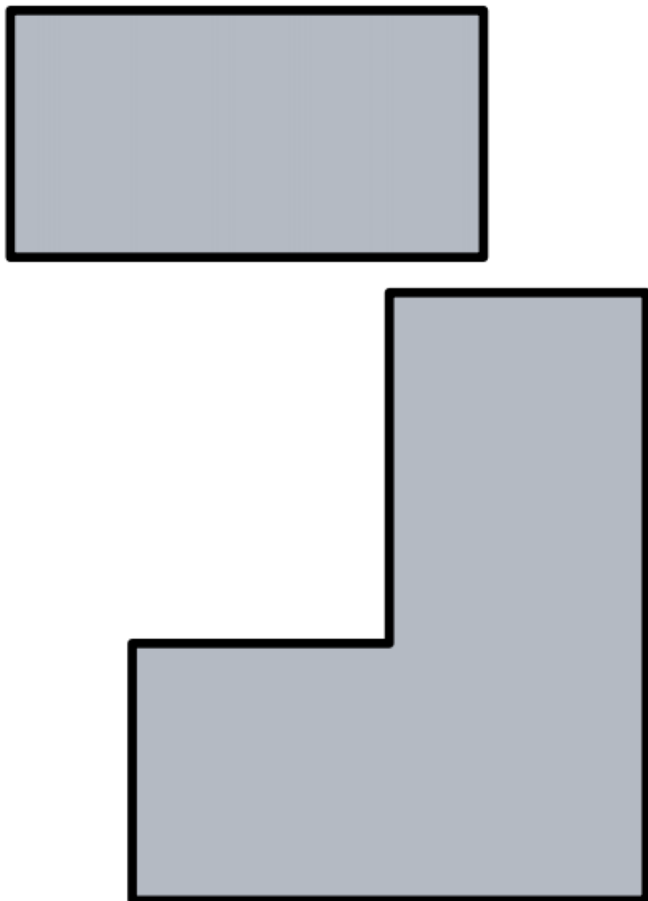
A close-up, angled view of several rolled-up architectural blueprints. The blueprints are white with black lines and text, showing various technical drawings, dimensions, and annotations. The rolls are stacked and slightly overlapping, creating a sense of depth and focus on the technical nature of the project.

# BRW Study

- July 2021 – Brown Reynolds Watford (BRW) contracted to Perform Space Study
- Assessed
  - Existing Facility
  - New Addition
  - Support Building
  - Space Needs
  - Estimated Costs
  - FFE
  - Engineering
  - Gas Line Relocation
- Options
  - 4 Options Provided



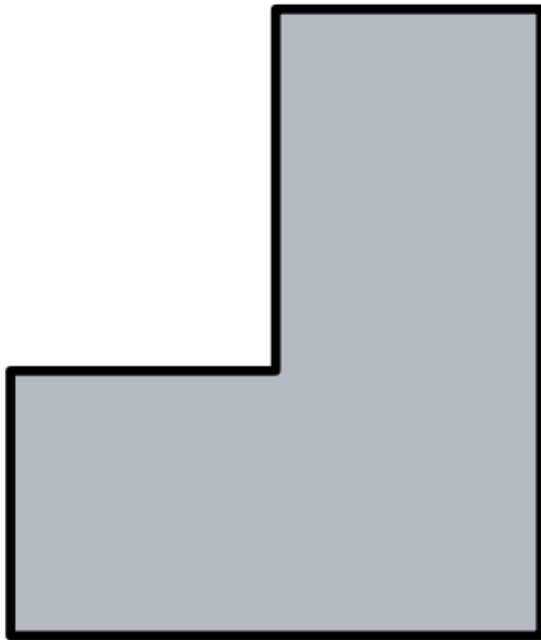
# OPTION A



PROGRAM ELEMENT:	SQUARE FEET	PROBABLE COST	NOTES:
<b>EXISTING HQ RENOVATION</b>	24,000	\$1,200,000	
<input checked="" type="checkbox"/> LIGHT	24,000	\$1,200,000	
<b>TRAINING CENTER</b>	3,500	\$1,363,368	
<input checked="" type="checkbox"/> MULTIPURPOSE ROOM (Training/Community)	3,500	\$1,363,368	
<b>COMMUNICATIONS</b>	3,000	\$1,391,191	
<input checked="" type="checkbox"/> RELOCATE TO NEW ADDITION	3,000	\$1,391,191	
<b>SITE</b>	-	\$4,618,028	
<input checked="" type="checkbox"/> 190 Secured Parking Spaces (5 yr Projection)		\$3,010,528	
<input checked="" type="checkbox"/> Relocate Gas Line		\$250,000	
SITE "ADD-ALTERNATES"			
<input checked="" type="checkbox"/> (x40) Covered Parking Spaces		\$145,000	
<input checked="" type="checkbox"/> (x25) EV Charging Stations		\$562,500	
<input checked="" type="checkbox"/> 1000 kw Generator & Keep 400 kw Generator		\$650,000	
Sub Total - Chosen Program Element Options	30,500	\$3,934,559	
+ Sub Total - Police HQ Addition (CCL)	23,000	\$7,679,240	
+ Sub Total - Site		\$4,618,028	
<b>= DIRECT CONSTRUCTION COST</b>	<b>53,500</b>	<b>\$16,251,827</b>	
+ Design Contingency (5% Direct Cost)		\$900,000	
+ CMaR General Conditions/Overhead (8% of Direct Cost)		\$1,400,000	
+ CMaR Fee (5% of Direct Cost)		\$900,000	
<b>= TOTAL CONSTRUCTION COST LIMIT (CCL)</b>	<b>-</b>	<b>\$19,451,827</b>	
+ Owner Costs Outside of Construction (25% of CCL)	-	\$4,900,000	
<b>= TOTAL PROJECT COST</b>	<b>53,500</b>	<b>\$24,351,827</b>	
<b>PROJECTED PROJECT BUDGET</b>		<b>\$30,439,784</b>	
w/ Escalation (25%/yr - 60 months to midpoint)			



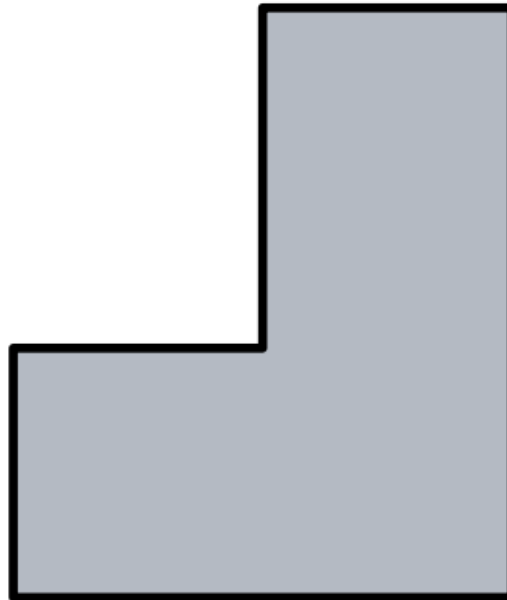
# OPTION B



PROGRAM ELEMENT:	SQUARE FEET	PROBABLE COST	NOTES:
<b>EXISTING HQ RENOVATION</b>	24,000	\$1,200,000	
<input checked="" type="checkbox"/> LIGHT	24,000	\$1,200,000	
<b>TRAINING CENTER</b>	8,000	\$3,116,269	
<input checked="" type="checkbox"/> TRAINING CENTER	8,000	\$3,116,269	
<b>COMMUNICATIONS</b>	3,000	\$1,391,191	
<input checked="" type="checkbox"/> RELOCATE TO NEW ADDITION	3,000	\$1,391,191	
<b>SITE</b>	-	\$4,618,028	
<input checked="" type="checkbox"/> 190 Secured Parking Spaces (5 yr Projection)		\$3,010,528	
<input checked="" type="checkbox"/> Relocate Gas Line		\$250,000	
SITE "ADD-ALTERNATES"			
<input checked="" type="checkbox"/> (x40) Covered Parking Spaces		\$145,000	
<input checked="" type="checkbox"/> (x25) EV Charging Stations		\$562,500	
<input checked="" type="checkbox"/> 1000 kw Generator & Keep 400 kw Generator		\$650,000	
Sub Total - Chosen Program Element Options	35,000	\$5,707,460	
+ Sub Total - Police HQ Addition (CCL)	23,000	\$7,679,240	
+ Sub Total - Site		\$4,618,028	
<b>= DIRECT CONSTRUCTION COST</b>	<b>58,000</b>	<b>\$18,004,728</b>	
+ Design Contingency (5% Direct Cost)		\$1,000,000	
+ CMAA General Conditions/Overhead (8% of Direct Cost)		\$1,500,000	
+ CMAA Fee (5% of Direct Cost)		\$1,000,000	
<b>= TOTAL CONSTRUCTION COST LIMIT (CCL)</b>	<b>-</b>	<b>\$21,504,728</b>	
+ Owner Costs Outside of Construction (25% of CCL)	-	\$5,400,000	
<b>= TOTAL PROJECT COST</b>	<b>58,000</b>	<b>\$26,904,728</b>	
<b>PROJECTED PROJECT BUDGET</b>		<b>\$33,630,910</b>	
w/ Escalation (25%/yr - 60 months to midpoint)			



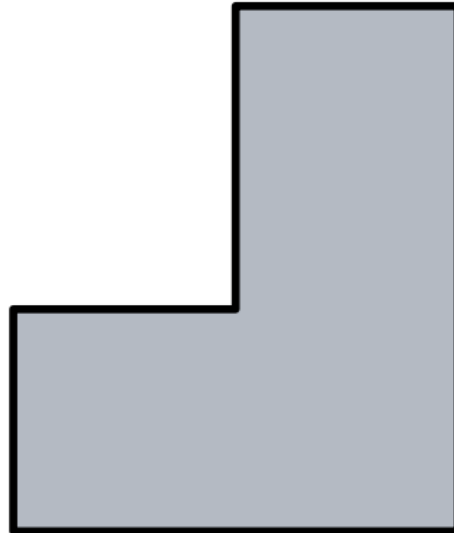
# OPTION C



PROGRAM ELEMENT:	SQUARE FEET	PROBABLE COST	NOTES:
<b>EXISTING HQ RENOVATION</b>	24,000	\$1,200,000	
<input checked="" type="checkbox"/> LIGHT	24,000	\$1,200,000	
<b>TRAINING CENTER</b>	8,000	\$3,116,269	
<input checked="" type="checkbox"/> TRAINING CENTER	8,000	\$3,116,269	
<b>COMMUNICATIONS</b>	3,000	\$1,391,191	
<input checked="" type="checkbox"/> RELOCATE TO NEW ADDITION	3,000	\$1,391,191	
<b>SUPPORT BUILDING</b>	4,500	\$1,627,375	
<input checked="" type="checkbox"/> PARTIAL SUPPORT BUILDING	4,500	\$1,627,375	
<b>SITE</b>	-	\$4,618,028	
<input checked="" type="checkbox"/> 190 Secured Parking Spaces (5 yr Projection)		\$3,010,528	
<input checked="" type="checkbox"/> Relocate Gas Line		\$250,000	
SITE "ADD-ALTERNATES"			
<input checked="" type="checkbox"/> (x40) Covered Parking Spaces		\$145,000	
<input checked="" type="checkbox"/> (x25) EV Charging Stations		\$562,500	
<input checked="" type="checkbox"/> 1000 kw Generator & Keep 400 kw Generator		\$650,000	
Sub Total - Chosen Program Element Options	39,500	\$7,334,835	
+ Sub Total - Police HQ Addition (CCL)	23,000	\$7,679,240	
+ Sub Total - Site		\$4,618,028	
<b>= DIRECT CONSTRUCTION COST</b>	<b>62,500</b>	<b>\$19,632,103</b>	
+ Design Contingency (5% Direct Cost)		\$1,000,000	
+ CMAA General Conditions/Overhead (8% of Direct Cost)		\$1,600,000	
+ CMAA Fee (5% of Direct Cost)		\$1,000,000	
<b>= TOTAL CONSTRUCTION COST LIMIT (CCL)</b>	<b>-</b>	<b>\$23,232,103</b>	
+ Owner Costs Outside of Construction (25% of CCL)	-	\$5,900,000	
<b>= TOTAL PROJECT COST</b>	<b>62,500</b>	<b>\$29,132,103</b>	
<b>PROJECTED PROJECT BUDGET</b>		<b>\$36,415,129</b>	
w/ Escalation (25%/yr - 60 months to midpoint)			



# OPTION D

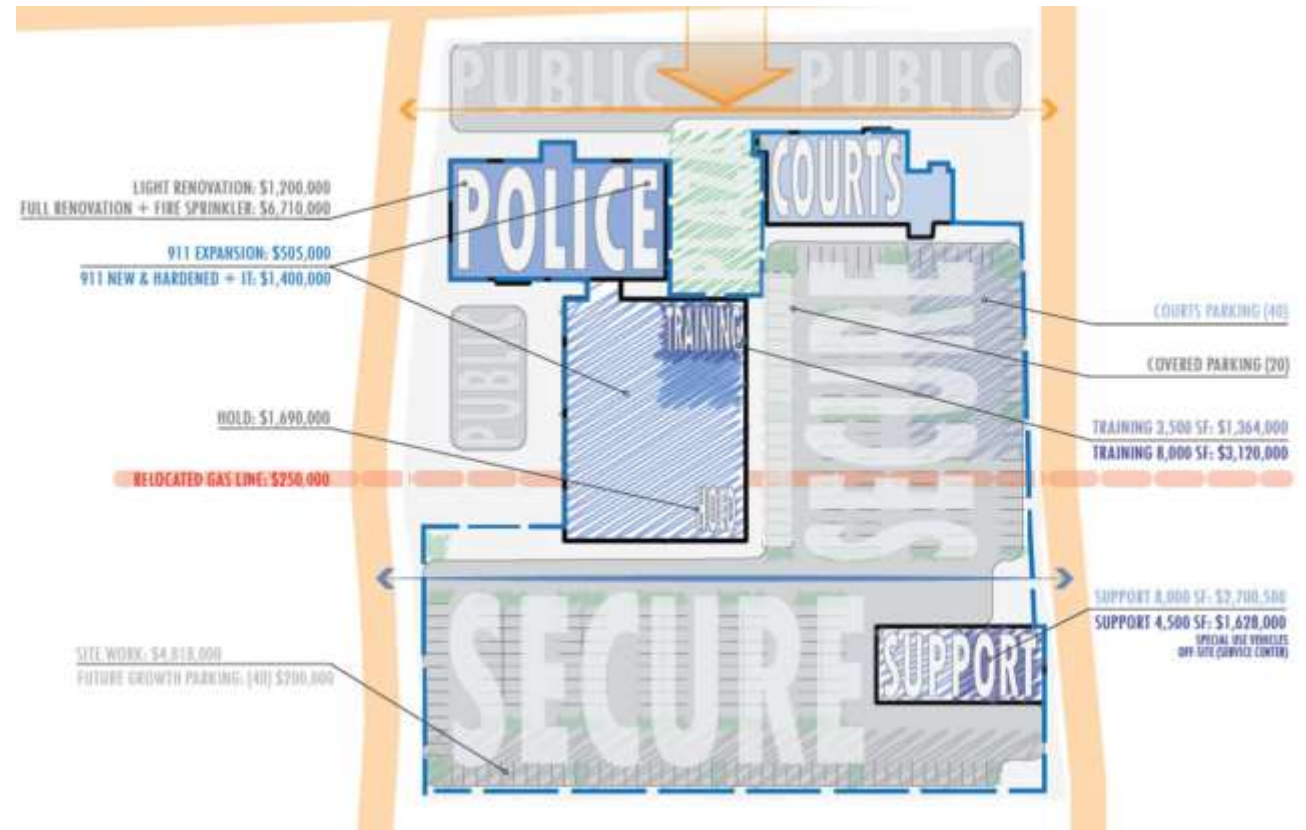


PROGRAM ELEMENT:	SQUARE FEET	PROBABLE COST	NOTES:
<b>EXISTING HQ RENOVATION</b>	24,000	\$7,037,525	
<input checked="" type="checkbox"/> EXTENSIVE	24,000	\$6,707,400	
RENOVATION "ADD-ALTERNATES"			
<input checked="" type="checkbox"/> Replace Storefront with Lvl 3 Ballistic on Whilshire		\$330,125	
<b>TRAINING CENTER</b>	8,000	\$3,116,269	
<input checked="" type="checkbox"/> TRAINING CENTER	8,000	\$3,116,269	
<b>COMMUNICATIONS</b>	3,000	\$1,391,191	
<input checked="" type="checkbox"/> RELOCATE TO NEW ADDITION	3,000	\$1,391,191	
<b>HOLDING/PROCESSING</b>	3,000	\$1,688,259	
<input checked="" type="checkbox"/> HOLDING/PROCESSING	3,000	\$1,688,259	
<b>SUPPORT BUILDING</b>	8,000	\$2,700,500	
<input checked="" type="checkbox"/> FULL SUPPORT BUILDING	8,000	\$2,700,500	
<b>SITE</b>	-	\$4,618,028	
<input checked="" type="checkbox"/> 240+ Secured Staff Parking (10 yr Projection)		\$3,010,528	
<input checked="" type="checkbox"/> Relocate Gas Line		\$250,000	
SITE "ADD-ALTERNATES"			
<input checked="" type="checkbox"/> (x40) Covered Parking Spaces		\$145,000	
<input checked="" type="checkbox"/> (x25) EV Charging Stations		\$562,500	
<input checked="" type="checkbox"/> 1000 kw Generator & Keep 400 kw Generator		\$650,000	in-lieu of new 1500kw one
Sub Total - Chosen Program Element Options	46,000	\$15,933,744	
+ Sub Total - Police HQ Addition (CCL)	23,000	\$7,679,240	
+ Sub Total - Site		\$4,618,028	
<b>= DIRECT CONSTRUCTION COST</b>	<b>69,000</b>	<b>\$28,231,012</b>	
+ Design Contingency (5% Direct Cost)		\$1,500,000	
+ CMAA General Conditions/Overhead (8% of Direct Cost)		\$2,300,000	
+ CMAA Fee (5% of Direct Cost)		\$1,500,000	
<b>= TOTAL CONSTRUCTION COST LIMIT (CCL)</b>	<b>-</b>	<b>\$33,531,012</b>	
+ Owner Costs Outside of Construction (25% of CCL)	-	\$8,400,000	
<b>= TOTAL PROJECT COST</b>	<b>69,000</b>	<b>\$41,931,012</b>	
<b>PROJECTED PROJECT BUDGET</b>		<b>\$52,413,765</b>	
w/ Escalation (25%/yr - 60 months to midpoint)			



# Bond Program

- November 2021
  - Bond Committee met and recommended Option C to be included in the 2022 Bond Election
- February 2022
  - City Council approves Bond Program to be placed on the ballot in May
- May 2022
  - Voters approve the Bond Program including Option C for the Police Department for a total cost of \$36,415,129





# Matrix Study

July 2022

- Council approved contract with Matrix Consulting for staffing and space needs assessment

January 2023

- Matrix study presented to City Council

Matrix Recommendation

- Confirmed BRW space needs with additional recommendations
- Additional 4,850 SF to include
  - Additional Property and Evidence
  - Additional Criminal Investigation Division space
  - Additional Support Building Space
  - Holding Area and Sally Port



# BSW

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- January 2023

- Council approved contract with Brinkley Sargent Wiginton (BSW) for architectural services in the amount of \$2,581,495 based on the GO Bond Funded project.

- March 2023 – July 2023

- Staff began bi-weekly meetings with Police and Public Safety Communications Staff
- Review and confirm programming studies
- Create 15 conceptual layouts
- Assist in CMAR selection – Byrne Construction

- August 2023

- Present Options to Council



# BRW Estimates

## Previous Study

Light Renovation	\$50/s.f.	\$ 1,200,000
Demolition	\$ -0-	\$ 0
New Construction	\$358/s.f.	\$12,186,700
Connector	\$	
Support Building	\$362/s.f.	\$ 1,627,375
Site Development		<u>\$ 4,618,028</u>
Direct Construction Cost		\$19,632,103
Design Contingency (5%)	.	\$ 1,000,000
CMAR General Conditions/Overhead (8%)		\$ 1,600,000
CMAR Fee (5%)		<u>\$ 1,000,000</u>
Total Construction Cost Limit (CCL)		\$23,232,103



# BRW Estimates

## Previous Study

Total Construction Cost Limit (CCL)	\$23,232,103
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Owner Costs Outside of Construction (25% of CCL)	<u>\$ 5,900,000</u>
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Total Project Cost	\$29,132,103
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Escalation (25%)	<u>\$ 7,283,026</u>
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Projected Project Budget	\$36,415,129
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\*GO Bond Project Based on this estimate.

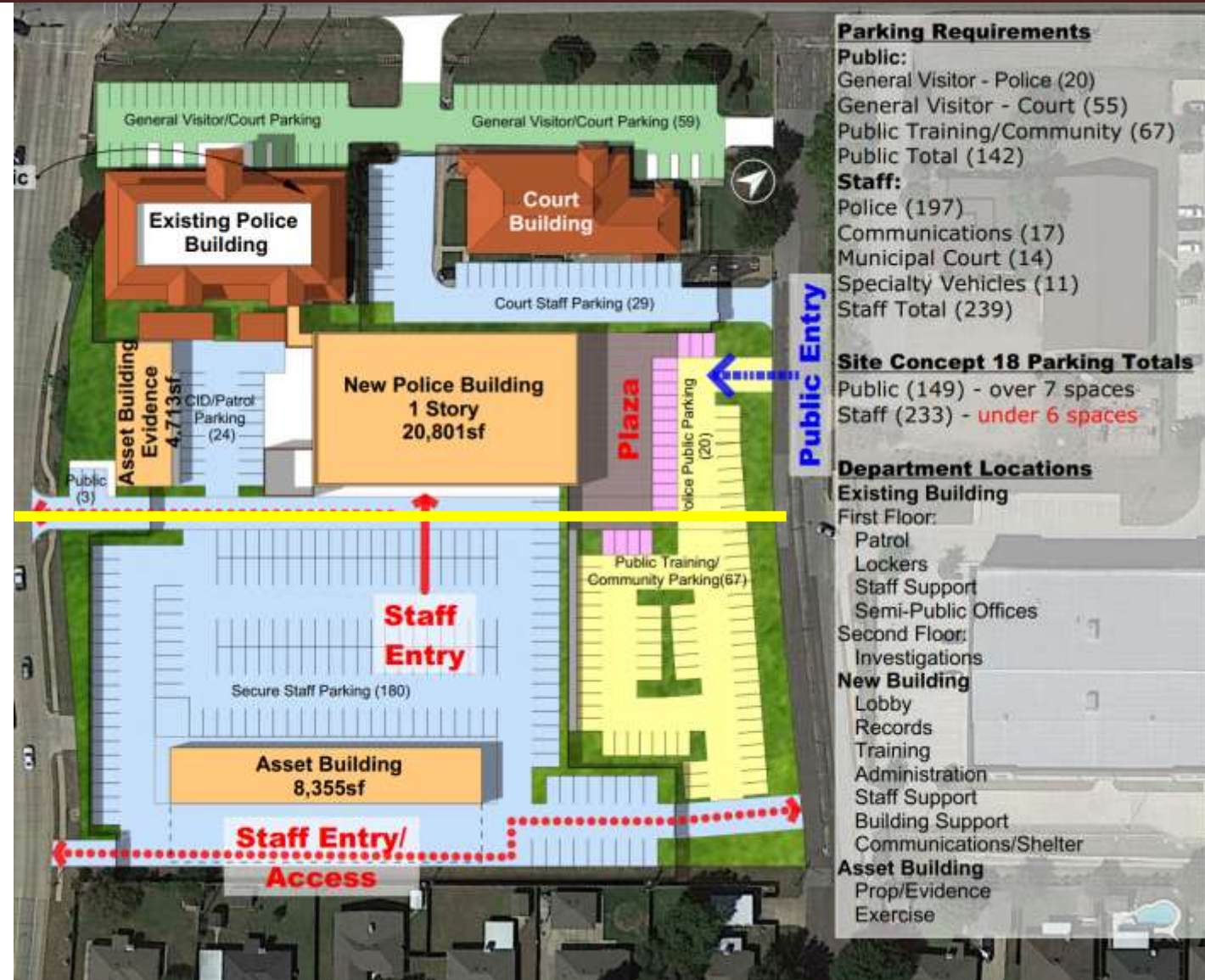


# BSW Design Options

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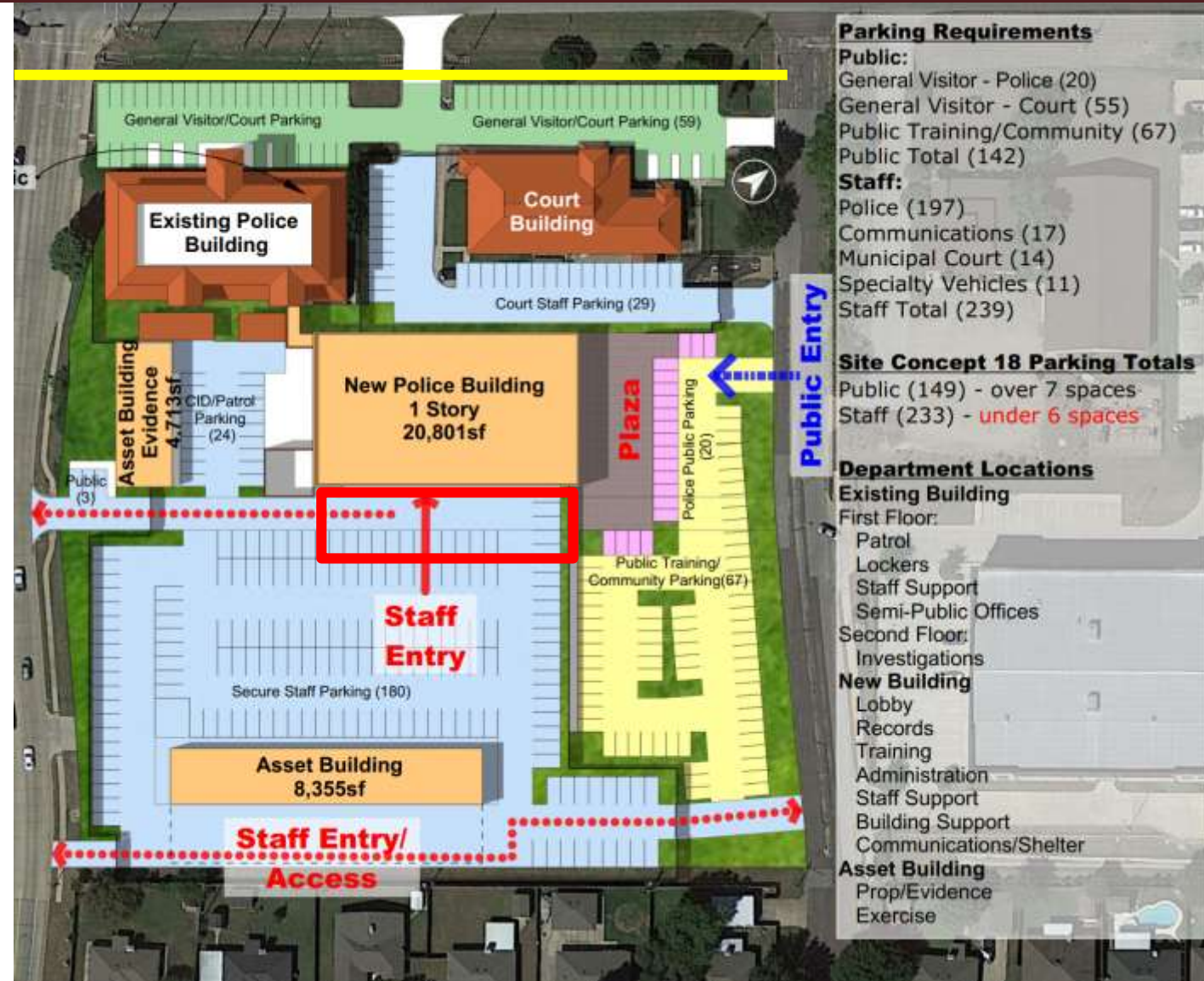


# Option 1 – Gas Line to Remain





# Option 1 – Future Expansion



\*Gas Line Relocation  
Required



# Break Down #1

## BSW

Light Renovation	\$ 67/s.f.	\$ 1,126,672
Demolition	\$291/s.f.	\$ 1,329,870
New Construction	\$648/s.f.	\$13,515,336
Connector	\$481/s.f.	\$ 169,312
Support Building (conditioned)	\$350/s.f.	\$ 4,328,450
Support Building (non-conditioned)	\$263/s.f.	<u>\$ 184,363</u>
Direct Construction Cost		\$20,654,003
Design Contingency (5%)		\$ 1,032,700
CMAR General Conditions/Overhead		\$ 1,300,000
CMAR Fee (2.95%)		<u>\$ 609,293</u>
Total Construction Cost Limit (CCL)		\$23,595,996



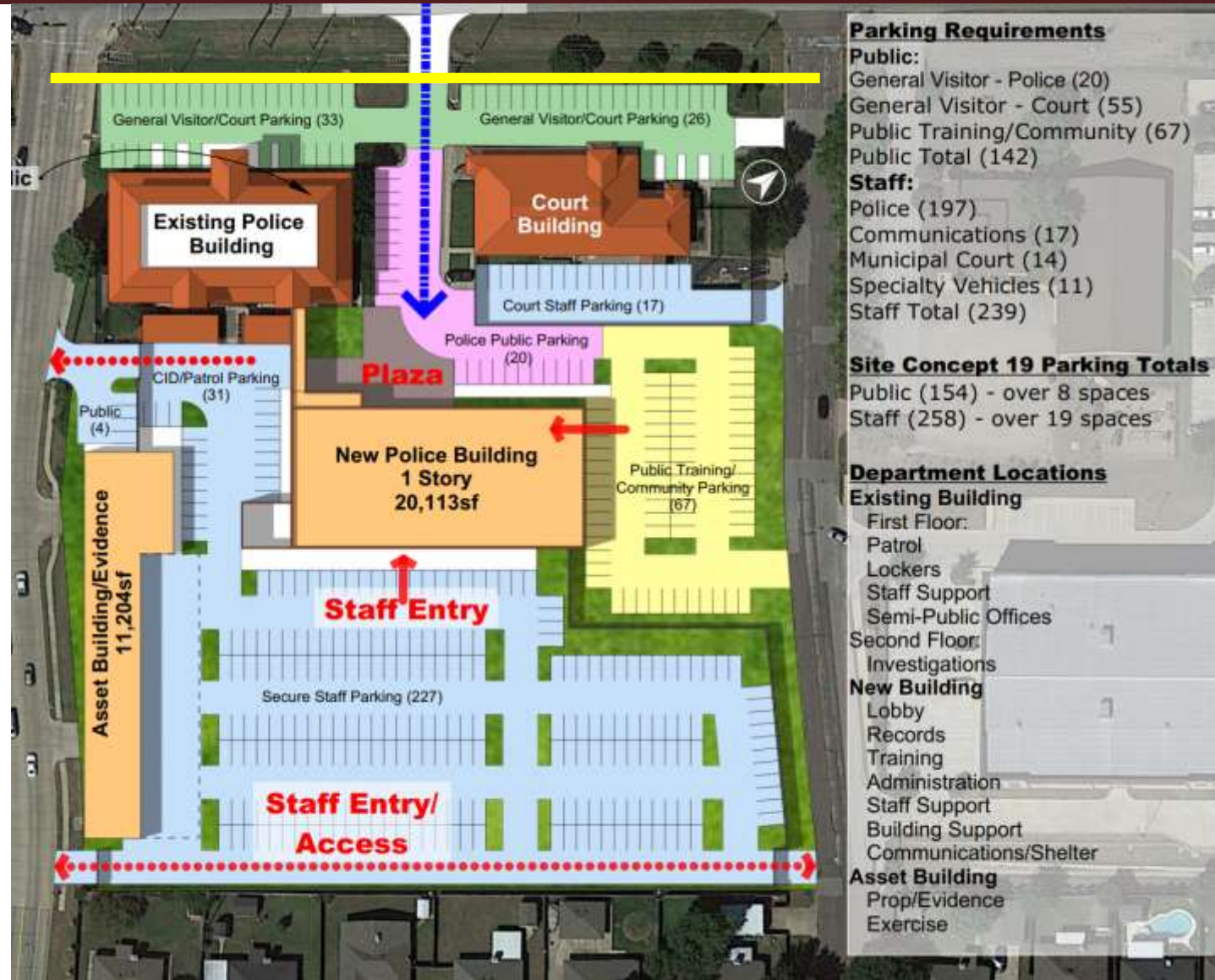
# Break Down #1

## BSW

Total Construction Cost Limit (CCL)	\$23,595,996
Owner Costs Outside of Construction	<u>\$ 4,908,545</u>
Total Project Cost	\$28,504,541
Escalation (25%)	<u>\$ 7,126,135</u>
Projected Project Budget	\$35,630,676

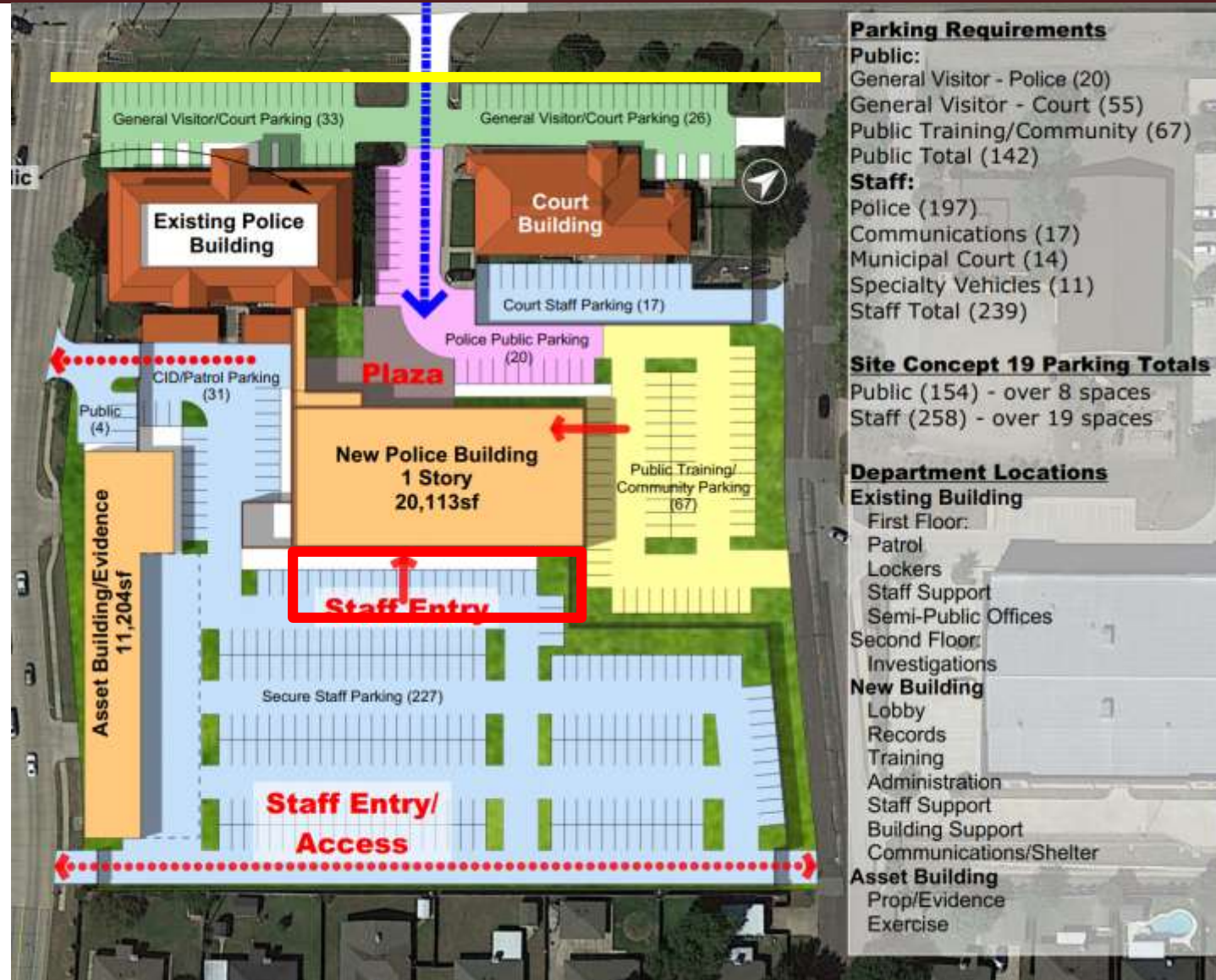


# Option 2 – Gas Line Relocation within Budget





# Option 2 – Future Expansion





## Break Down #2

### BSW

Light Renovation	\$ 67/s.f.	\$ 1,126,672
Demolition	\$291/s.f.	\$ 1,329,870
New Construction	\$648/s.f.	\$13,059,792
Connector	\$481/s.f.	\$ 496,873
Support Building (conditioned)	\$350/s.f.	\$ 3,881,850
Support Building (non-conditioned)	\$263/s.f.	\$ 32,349
Gas Line		<u>\$ 1,200,000</u>
Direct Construction Cost		\$21,127,406
Design Contingency (5%)		\$ 1,056,370
CMAR General Conditions/Overhead		\$ 1,300,000
CMAR Fee (2.95%)		<u>\$ 623,258</u>
Total Construction Cost Limit (CCL)		\$24,107,034



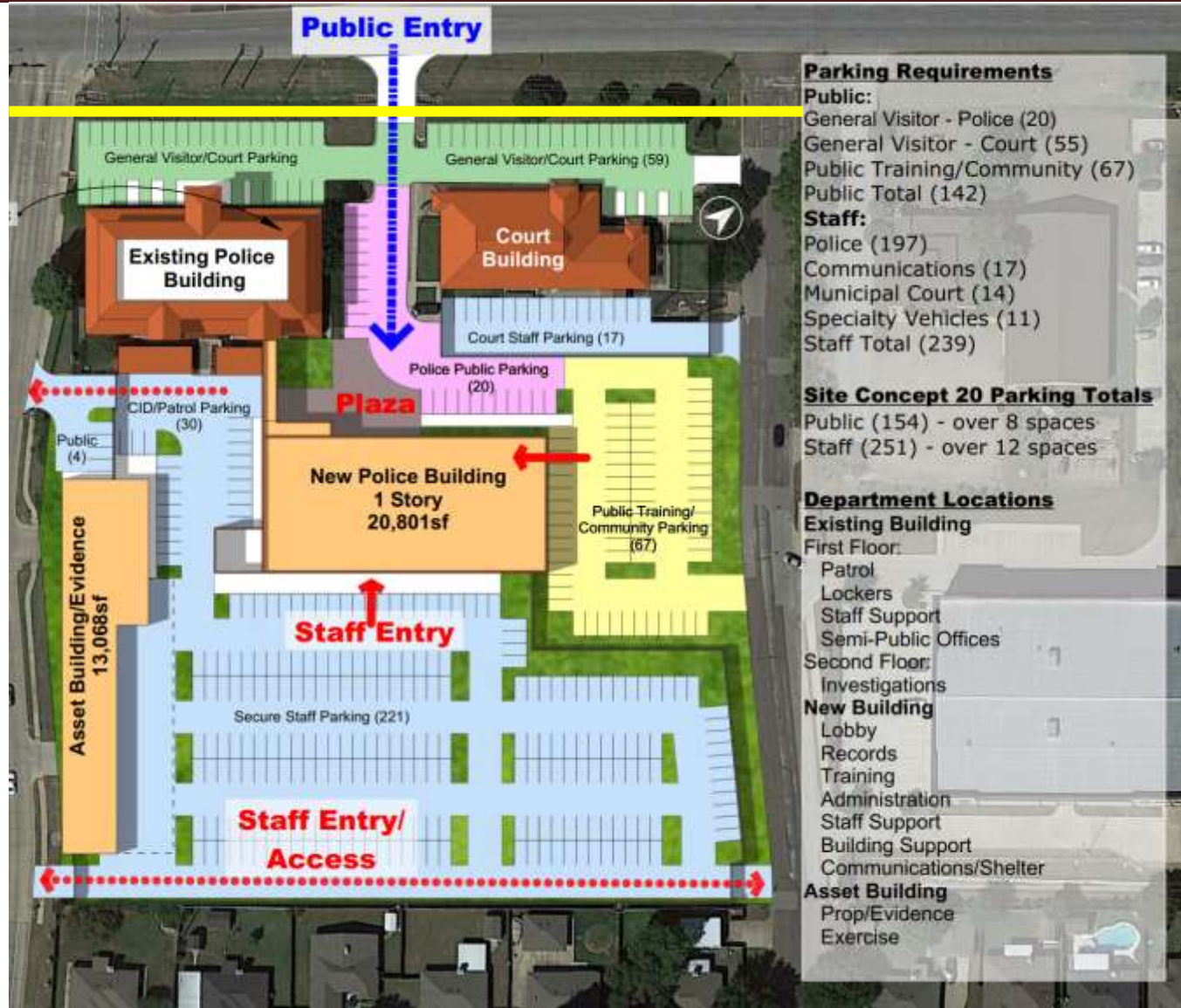
# Break Down #2

## BSW

Total Construction Cost Limit (CCL)	\$24,107,034
Owner Costs Outside of Construction	<u>\$ 4,908,545</u>
Total Project Cost	\$29,015,579
Escalation (25%)	<u>\$ 7,253,895</u>
Projected Project Budget	\$36,269,474



## Option 3 – Gas Line Relocated with add. funding





# Option 3 – Future Expansion





# Break Down #3

## BSW

Light Renovation	\$ 67/s.f.	\$ 1,126,672
Demolition	\$291/s.f.	\$ 1,329,870
New Construction	\$648/s.f.	\$13,515,336
Connector	\$481/s.f.	\$ 169,312
Support Building (conditioned)	\$350/s.f.	\$ 4,328,450
Support Building (non-conditioned)	\$263/s.f.	\$ 184,363
Gas Line		<u>\$ 1,200,000</u>
Direct Construction Cost		\$21,854,003
Design Contingency (5%)		\$ 1,092,700
CMAR General Conditions/Overhead		\$ 1,300,000
CMAR Fee (2.95%)		<u>\$ 644,693</u>
Total Construction Cost Limit (CCL)		\$24,891,396



# Break Down #3

## BSW

Total Construction Cost Limit (CCL)	\$ 24,891,396
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Owner Costs Outside of Construction	<u>\$ 4,908,545</u>
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Total Project Cost	\$29,799,941
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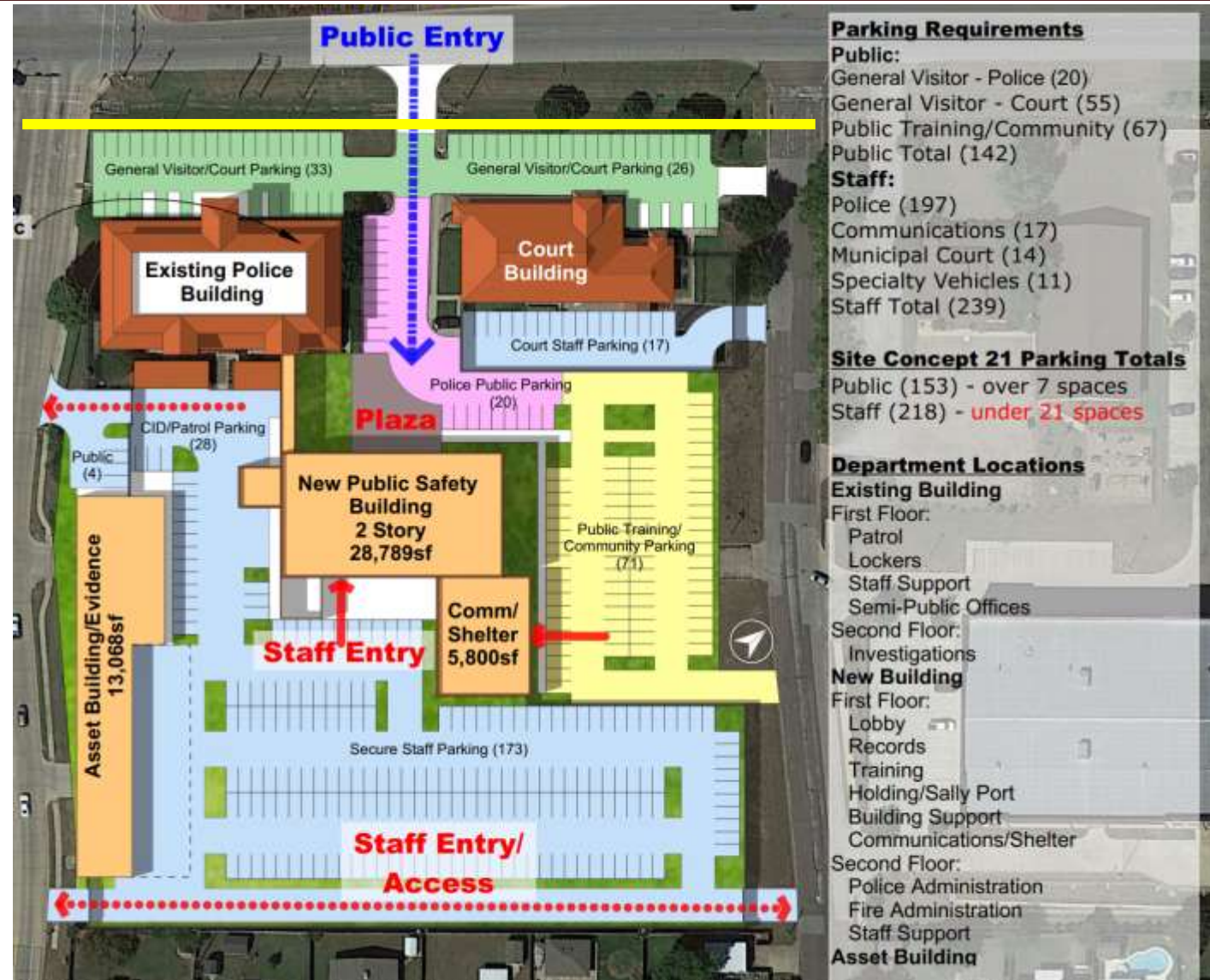
Escalation (25%)	<u>\$ 7,449,985</u>
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Projected Project Budget	\$37,249,926
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# Option 4 – Gas Line Relocated with Full Buildout

- Includes 8,600 SF for Fire Administration
- Includes Matrix Study Components





# Break Down #4

## BSW

Light Renovation	\$ 67/s.f.	\$ 1,126,672
Demolition	\$291/s.f.	\$ 1,329,870
New Construction	\$648/s.f.	\$21,326,328
Temporary Holding	\$875/s.f.	\$ 1,466,500
Connector	\$481/s.f.	\$ 316,017
Support Building (conditioned)	\$350/s.f.	\$ 5,195,400
Support Building (non-conditioned)	\$263/s.f.	\$ 213,556
Gas Line		<u>\$ 1,200,000</u>
Direct Construction Cost		\$32,174,343
Design Contingency (5%)		\$ 1,608,717
CMAR General Conditions/Overhead		\$ 1,300,000
CMAR Fee (2.95%)		<u>\$ 949,143</u>
Total Construction Cost Limit (CCL)		\$36,032,203



# Break Down #4

## BSW

Total Construction Cost Limit (CCL)	\$ 36,032,203
Owner Costs Outside of Construction (25% of CCL)	<u>\$ 9,008,051</u>
Total Project Cost	\$45,040,254
Escalation (25%)	<u>\$ 11,260,063</u>
Projected Project Budget	\$56,300,317



# Break Down #4A (no fire)

## BSW

Light Renovation	\$ 67/s.f.	\$ 1,126,672
Demolition	\$291/s.f.	\$ 1,329,870
New Construction	\$648/s.f.	\$16,827,264
Temporary Holding	\$875/s.f.	\$ 1,466,500
Connector	\$481/s.f.	\$ 316,017
Support Building (conditioned)	\$350/s.f.	\$ 5,195,400
Support Building (non-conditioned)	\$263/s.f.	\$ 213,556
Gas Line		<u>\$ 1,200,000</u>
Direct Construction Cost		\$27,675,279
Design Contingency (5%)		\$ 1,383,764
CMAR General Conditions/Overhead		\$ 1,300,000
CMAR Fee (2.95%)		<u>\$ 816,421</u>
Total Construction Cost Limit (CCL)		\$31,175,464



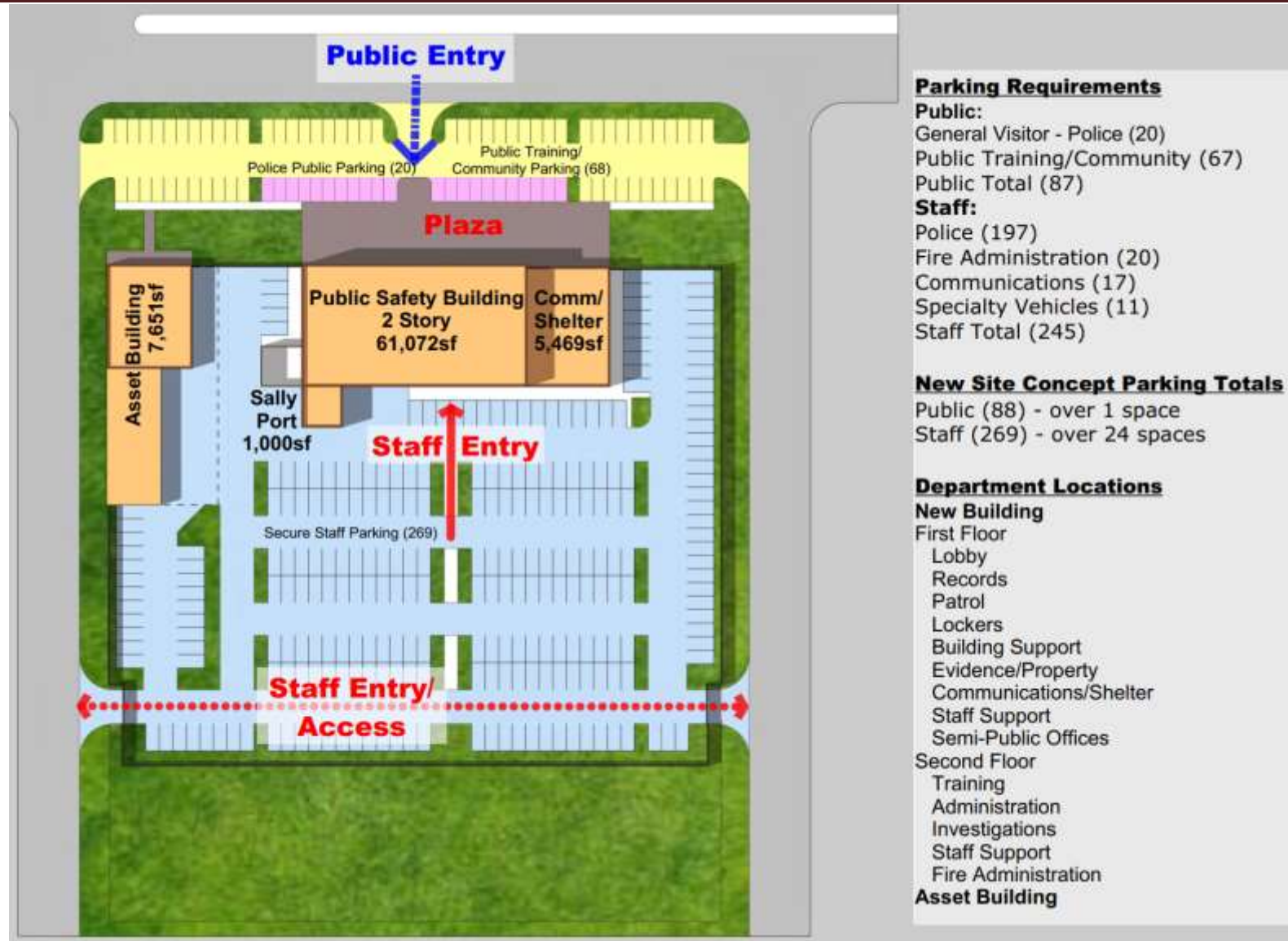
# Break Down #4A (no fire)

## BSW

Total Construction Cost Limit (CCL)	\$ 31,175,464
Owner Costs Outside of Construction (25% of CCL)	<u>\$ 7,793,866</u>
Total Project Cost	\$38,969,330
Escalation (25%)	<u>\$ 9,742,333</u>
Projected Project Budget	\$48,711,663



# Option 5 – New Building/New Site





# Break Down #5

## BSW

New Construction	\$648/s.f.	\$42,032,520
Temporary Holding	\$875/s.f.	\$ 1,466,500
Support Building	\$350/s.f.	<u>\$ 3,027,850</u>
Direct Construction Cost		\$46,526,870
Design Contingency (5%)		\$ 2,326,344
CMAR General Conditions/Overhead (8%)		\$ 3,722,150
CMAR Fee (2.95%)		<u>\$ 1,372,543</u>
Total Construction Cost Limit (CCL)		\$53,947,907



# Break Down #5

## BSW

Total Construction Cost Limit (CCL)	\$ 53,947,907
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Owner Costs Outside of Construction (25% of CCL)	<u>\$ 13,486,976</u>
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Total Project Cost	\$67,434,883
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Escalation (25%)	<u>\$16,858,720</u>
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Projected Project Budget	\$84,293,603
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# Discussion Items

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- Gas Line
  - Move Today or Move in Future Expansion
- Design Options
  - Sense of Entry
  - Future Expansion
  - Fire Administration
- Funding
  - Future Additional Funding



# Next Steps

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- September 2023
  - Begin Design of PD/PS Comms Expansion based on City Council direction
- Spring 2024
  - 30% Design/CMAR Contract
  - Generator/Switchgear Contract
- Summer 2024
  - Review Design Components
- Fall 2024
  - Guaranteed Maximum Price



# Questions / Comments

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## City Council Regular Meeting

**DEPARTMENT:** City Secretary's Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** August 21, 2023

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**SUBJECT:**

Consider approval of the minutes from the August 7, 2023 regular council meeting and August 15, 2023 special council meeting. *(Staff contact: Amanda Campos, City Secretary).*

**SUMMARY:**

The City Council duly and legally met on August 7, 2023 for a regular council meeting and August 15, 2023 special council meeting.

**OPTIONS:**

- 1) Council may approve the minutes as presented or approve with amendments.

**RECOMMENDATION:**

Approve.

**PRIOR ACTION/INPUT (Council, Boards, Citizens):**

N/A.

**FISCAL IMPACT:**

N/A.

**STAFF CONTACT:**

Name: Amanda Campos, TRMC  
Title: City Secretary  
Email: [acampos@burlesontx.com](mailto:acampos@burlesontx.com)  
Phone: 817-426-9665



## BURLESON CITY COUNCIL REGULAR MEETING

August 7, 2023  
DRAFT MINUTES

### ROLL CALL

#### COUNCIL PRESENT:

Phil Anderson  
Ronnie Johnson  
Chris Fletcher  
Larry Scott  
Dan McClendon  
Adam Russell

#### COUNCIL ABSENT:

Victoria Johnson

#### Staff present

Tommy Ludwig, City Manager  
Monica Solko, Deputy City Secretary  
Lisandra Leal, Assistant City Secretary  
Matt Ribitzki, Deputy City Attorney

### 1. CALL TO ORDER – 4:00 p.m.

Invocation - Dr. Don Newbury, Senior Adult Minister, First Baptist Church Burleson

Pledge of Allegiance to the US Flag

Texas Pledge: *Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God; one and indivisible*

### 2. PUBLIC PRESENTATIONS –

#### A. Proclamations

- A Proclamation recognizing special needs and disabilities with a "Summer Luau Dance" on August 18th in the City of Burleson. (Recipient: Jessica Martinez, Park and Recreation Department)

#### B. Presentations

- None.

#### C. Community Interest Items

- Great turnout for the BISD New Employee Luncheon.
- Thank you to Council Larry Scott for attending the TxDOT presentation on FM 917 Safety and Mobility Improvements. Good things will be happening in Burleson.
- Upcoming events: Back to School Bash on August 12, Summer Luau Dance at Center for ASD on August 18.



### **3. REPORTS AND PRESENTATIONS**

- A. Receive a report, hold a discussion, and provide staff feedback regarding the preliminary design of Village Creek Parkway Widening and Reconstruction project. (Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)**

Errick Thompson, Deputy Director of Public Works - Engineering, reported on the preliminary design of Village Creek Parkway widening and reconstruction project to the city council.

- B. Receive a report, hold a discussion and give staff direction on the FY2023-2024 (tax year 2023) property tax rate and provide any additional information from City Council regarding the annual budget for fiscal year FY2023-2024. (Staff Presenter: Martin Avila, Director of Finance)**

Martin Avila, Director of Finance, reported on the FY 2023-2024 property tax rate and annual budget to the city council.

- C. Receive a report, hold a discussion, and give staff direction regarding the cemetery irrigation, landscape, and ornamental fountain. (Staff presenter: Jen Basham, Parks and Recreation Director)**

Jen Basham, Parks and Recreation Director, reported on the general fund, debt service fund and general CIP update to the city council.

Bill Janusch, 117 NE Clinton Street, came forward with concerns with regarding maintenance and design of cemetery.

### **4. CHANGES TO POSTED AGENDA**

- A. Items to be continued or withdrawn**

- None

- B. Items to be withdrawn from Consent Agenda for separate discussion or items to be added to the Consent Agenda.**

- Remove item 6.B

### **5. CITIZEN APPEARANCES**

- No speakers.

### **6. CONSENT AGENDA**

- A. Consider approval of the minutes from the July 24, 2023 regular council meeting. (Staff Contact: Amanda Campos, City Secretary)**

Motion made by Larry Scott and seconded by Ronnie Johnson to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.



- ~~B. CSO#5170-08-2023, interlocal agreement with the City of Fort Worth and a first amendment to the interlocal agreement for participation in the Environmental Collection Center Household Hazardous Waste Program not to exceed \$63,500 per fiscal year. (Staff Contact: Lisa Duello, Neighborhood Services Director)~~**

Item 6.B was removed from the consent agenda to be discussed and voted on separately.

- C. CSO#5171-08-2023, two-year professional service agreement in the amount not to exceed \$100,000 with Valley View Consulting LLC for investment advisory services. (Staff Contact: Martin Avila, Director of Finance)**

Motion made by Larry Scott and seconded by Ronnie Johnson to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.

- D. CSO#5172-08-2023, contract with Knight Security Systems for software, hardware, and maintenance for the installation of security cameras and access control throughout the Ellison Building through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount of \$107,876.74 for five years. (Staff Contact: James Grommersch, Chief Technology Officer)**

Motion made by Larry Scott and seconded by Ronnie Johnson to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.

- E. Ordinance repealing in their entirety Ordinances No. B-662, CSO#1129-09-2019, and CSO#3082-09-2022 concerning a juvenile curfew codified in Article IV “Curfew” of Chapter 54 “Miscellaneous Offenses” of the City of Burleson Code of Ordinances. (First Reading) (Staff Contact: Billy J. Cordell, Chief of Police)**

Motion made by Larry Scott and seconded by Ronnie Johnson to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.

- F. CSO#5173-08-2023, resolution authorizing street closures and in-kind sponsorship of \$1,897.74 for costs associated with police and public works staff for the Burleson High School Homecoming Parade. (Staff Contact: DeAnna Phillips, Director of Community Services)**

Motion made by Larry Scott and seconded by Ronnie Johnson to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.



**G. CSO#5174-08-2023, Medical Services Mutual Aid Agreement between the City of Burleson and the Metropolitan Area EMS Authority dba MedStar Mobile Healthcare (MedStar). (Staff Presenter: K.T. Freeman, Fire Chief)**

Motion made by Larry Scott and seconded by Ronnie Johnson to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.

**6. REMOVED FROM CONSENT AGENDA**

**B. CSO#5170-08-2023, interlocal agreement with the City of Fort Worth and a first amendment to the interlocal agreement for participation in the Environmental Collection Center Household Hazardous Waste Program not to exceed \$63,500 per fiscal year. (Staff Contact: Lisa Duello, Neighborhood Services Director)**

Motion made by Adam Russell and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Victoria Johnson absent.

**RECESS AND BACK TO ORDER**

Mayor Fletcher called for a short recess at 5:15 p.m. and called the meeting back to order at 5:39 p.m. with all members present, Victoria Johnson absent.

**7. GENERAL**

**A. CSO#5175-08-2023, ordinance abandoning the public alley in Block 13, Original Town of Burleson, according to the plat recorded in Volume 59, Page 638, Deed Records, Johnson County, Texas, authorizing the City Manager to execute a deed without warranty to an adjacent landowner, and reserving a utility easement and public access easement. (First and Final Reading) (Staff Contact: Errick Thompson, Deputy Public Works Director)**

Errick Thompson, Deputy Public Works Director, presented an ordinance to the city council.

Mayor Fletcher opened the public hearing. **Time: 5:42 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 5:43 p.m.**

Motion made by Adam Russell and seconded by Ronnie Johnson to approve.

Motion passed 6-0, with Victoria Johnson absent.

**B. Ordinance amending the City's fee schedule ordinance CSO#3069-09-2022 by adding fees associated with the Burleson Memorial Cemetery. (First Reading) (Staff Presenter: Jen Basham, Parks and Recreation Director)**



Jen Basham, Parks and Recreation Director, made a presentation for items 7B, 7C and 7D to the city council.

Motion made by Adam Russell and seconded by Ronnie Johnson to approve.

Motion passed 6-0, with Victoria Johnson absent.

**C. CSO#5176-08-2023, amending contract CSO#934-11-2018 with Burleson Cemetery Operators, LLC, for operation of the Burleson Memorial Cemetery. (Staff Presenter: Jen Basham, Director of Parks and Recreation)**

Motion made by Dan McClendon and seconded by Phil Anderson to approve.

Motion passed 6-0, with Victoria Johnson absent.

**D. Ordinance amending Article 2 “Rules and Regulations” of Chapter 18 “Cemeteries” of the City of Burleson Code of Ordinances (First Reading). (Staff Presenter: Jen Basham, Parks and Recreation Director).**

Motion made by Ronnie Johnson and seconded by Dan McClendon to approve.

Motion passed 6-0, with Victoria Johnson absent.

**E. Ordinance repealing and replacing Article II “Emergency Medical Services” of Chapter 30 “Emergency Services” of the City of Burleson Code of Ordinances. (First Reading) (Staff Contact: K.T. Freeman, Fire Chief)**

K.T. Freeman, Fire Chief, presented an ordinance to the city council.

Motion made by Adam Russell and seconded by Larry Scott to approve.

Motion passed 6-0, with Victoria Johnson absent.

**F. Ordinance amending Ordinance CSO#3069-09-2022 the City’s Fee Schedule by amending fees associated with the engineering review and inspection of private development. (First Reading) (Staff Presenter: Errick Thompson, Deputy Public Works Director)**

Errick Thompson, Deputy Public Works Director, presented an ordinance to the city council.

Motion made by Dan McClendon and seconded by Adam Russell to approve.

Motion passed 6-0, with Victoria Johnson absent.

**8. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS**

- None.



## **9. RECESS INTO EXECUTIVE SESSION**

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda.

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code**
  - 555 E Hidden Creek Pkwy, Burleson, Johnson County, Texas
- C. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code**
  - Project Birdie
  - Project 1978
  - Project Office

Motion was made by Ronnie Johnson and seconded by Adam Russell to convene into executive session. **Time: 6:22 p.m.**

Motion passed 6-0, with Victoria Johnson absent.

Motion was made by Adam Russell and seconded by Larry Scott to reconvene into open session. **Time: 6:54 p.m.**

Motion passed 6-0, with Victoria Johnson absent.

## **ADJOURNMENT**

Motion made by Ronnie Johnson and seconded by Phil Anderson to adjourn.

Mayor Fletcher adjourned the meeting.

**Time: 6:54 p.m.**

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Monica Solko  
Deputy City Secretary



## BURLESON CITY COUNCIL REGULAR MEETING

August 15, 2023  
DRAFT MINUTES

### ROLL CALL

#### COUNCIL PRESENT:

Victoria Johnson  
Phil Anderson  
Ronnie Johnson  
Chris Fletcher  
Larry Scott  
Dan McClendon  
Adam Russell

#### COUNCIL ABSENT:

#### Staff present

Tommy Ludwig, City Manager  
Amanda Campos, City Secretary  
Monica Solko, Deputy City Secretary  
Allen Taylor, Jr., City Attorney  
Matt Ribitzki, Deputy City Attorney

### 1. CALL TO ORDER – 9:00 a.m.

Mayor Fletcher called the meeting to order at 9:01 a.m.

### 2. CITIZEN APPEARANCES

- No speakers.

### 3. CONSENT AGENDA

- A. **CSO#5180-08-2023, ordinance amending the City's fee schedule ordinance CSO#3069-09-2022 by adding fees associated with the Burleson Memorial Cemetery. (Final Reading) (Staff Contact: Jen Basham, Parks and Recreation Director)**

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve the consent agenda.

Motion passed 7-0.

- B. **CSO#5181-08-2023, ordinance repealing and replacing Article II “Emergency Medical Services” of Chapter 30 “Emergency Services” of the City of Burleson Code of Ordinances. (Final Reading) (Staff Contact: Casey Davis, Assistant Fire Chief)**

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve the consent agenda.

Motion passed 7-0.



#### **4. GENERAL**

- A. Receive a report, hold a discussion, and give staff direction on the proposed Fiscal Year 2023-2024 budget and related items. (Staff Presenter: Tommy Ludwig, City Manager)**

Tommy Ludwig, City Manager, presented the proposed FY 2023-2024 budget to the city council.

#### **RECESS AND BACK TO ORDER**

Mayor Fletcher called for a short recess at 10:05 a.m. and called the meeting back to order at 10:15 a.m. with all members present.

- B. CSO#5182-08-2023, minute order setting the date and time of the public hearings on the proposed 2023 tax rate and proposed Fiscal Year 2023-2024 budget for September 5, 2023, at 5:30 p.m. (Staff Presenter: Martin Avila, Finance Director)**

Martin Avila, Finance Director, presented a minute order to the city council.

Motion made by Adam Russell and seconded by Victoria Johnson to approve.

Motion passed 7-0.

- C. CSO#5183-08-2023, resolution proposing a tax rate for the 2023 tax year with a record vote. (Staff Presenter: Martin Avila, Finance Director)**

Martin Avila, Finance Director presented a resolution to the city council.

Motion made by Adam Russell and seconded by Ronnie Johnson to approve.

A record vote was taken with the following results:

For: Chris Fletcher, Mayor  
Victoria Johnson, Place 1  
Phil Anderson, Place 2  
Ronnie Johnson, Place 3  
Larry Scott, Place 4  
Dan McClendon, Place 5  
Adam Russell, Place 6

Against: None.

Abstain: None.

Absent: None.

Motion passed 7-0.



**D. CSO#5184-08-2023, minute order appointing council members to serve 2 year terms on council committees. (Staff Presenter: Amanda Campos, City Secretary)**

Amanda Campos, City Secretary, presented a minute order to the city council.

Motion made by Victoria Johnson and seconded by Phil Anderson to approve.

Motion passed 7-0.

**5. RECESS INTO EXECUTIVE SESSION**

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda.

**A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**

No need for executive session

**6. ADJOURNMENT**

Motion made by Adam Russell and seconded by Phil Anderson to adjourn.

Mayor Fletcher adjourned the meeting.

**Time: 10:27 a.m.**

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Monica Solko  
Deputy City Secretary



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## City Council Regular Meeting

**DEPARTMENT:** Police  
**FROM:** Billy J. Cordell, Chief of Police  
**MEETING:** August 21, 2023

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**SUBJECT:**

Consider approval of an Ordinance repealing Chapter 54 Miscellaneous Offenses, Article IV Curfew in its entirety. (Final Reading) (*Staff Presenter: Billy J. Cordell, Chief of Police*)

**SUMMARY:**

The City of Burleson passed Ordinance B-622 establishing curfew hours for minors in the City in May 2001. The ordinance established curfew hours, defined all the terms that meet the requirements, and established penalties.

The City of Burleson has complied with all renewal procedures and the ordinance remains in effect and enforceable

House Bill 1819 was passed in the 2023 legislative session. This bill prohibits cities from enforcing a juvenile curfew. The city approved the first reading of an ordinance repealing Chapter 54 Miscellaneous Offenses, Article IV Curfew in its entirety at its regular council meeting on August 7, 2023.

The Burleson Police Department has discontinued enforcing the juvenile curfew

**OPTIONS:**

Consider approval of an Ordinance repealing Chapter 54 Miscellaneous Offenses, Article IV Curfew in its entirety

**RECOMMENDATION:**

Consider approval of an Ordinance repealing Chapter 54 Miscellaneous Offenses, Article IV Curfew in its entirety

**PRIOR ACTION/INPUT (Council, Boards, Citizens):**

None



**FISCAL IMPACT:**

None

**STAFF CONTACT:**

Billy J. Cordell  
Chief of Police  
[bcordell@burlesontx.com](mailto:bcordell@burlesontx.com)  
817-426-9912





# Curfew Ordinance

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Chief Billy J. Cordell

August 21, 2023



# Curfew Ordinance History and Repeal

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- Historical Review

- The City of Burleson passed Ordinance B-622 establishing Curfew hours for minors in the city in May 2001. The ordinance established the curfew hours, defined all the terms that meet the requirements, and established penalties.
- City of Burleson has complied with all renewal procedures and the ordinance remains in effect and enforceable.
- Implementing a juvenile curfew was common for cities across the state.

- Repeal

- House Bill 1819 was passed in the 88th legislative session. This bill prohibits cities from enforcing a juvenile curfew, effective September 1, 2023.
- As a result of this law, the city will have to repeal our existing ordinance.
- Burleson Police Department has discontinued enforcing the juvenile curfew due to the prohibition going into effect September 1<sup>st</sup>.



# Options and Recommendation

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- Recommendation:
  - Consider approval of an Ordinance repealing Chapter 54 Miscellaneous Offenses, Article IV Curfew in its entirety



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# Questions/Comments



## **ORDINANCE**

AN ORDINANCE REPEALING IN ITS ENTIRETY ARTICLE IV “CURFEW” OF CHAPTER 54 “MISCELLANEOUS OFFENSES” OF THE CODE OF ORDINANCES, CITY OF BURLESON, TEXAS MAKING IT AN OFFENSE FOR MINORS, PARENTS AND GUARDIANS OF MINORS, AND BUSINESS ESTABLISHMENTS TO VIOLATE CURFEW REGULATIONS; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

**WHEREAS**, on April 12, 2001, the City Council of the City of Burleson adopted Ordinance B-662 codifying Article IV of Chapter 54 of the City of Burleson Code of Ordinances, providing for a juvenile curfew; and

**WHEREAS**, pursuant to Section 370.002 of the Texas Local Government Code, the City Council reviewed the juvenile curfew ordinance on March 21, 2016, September 16, 2019, October 7, 2022, and September 19, 2022; and

**WHEREAS**, on October 7, 2019, the City Council passed and approved Ordinance CSO#1129-09-2019 which readopted Article IV of Chapter 54 of the City of Burleson Code of Ordinances, providing for a juvenile curfew; and

**WHEREAS**, on September 19, 2022, the City Council passed and approved Ordinance CSO#3082-09-2022 which readopted Article IV of Chapter 54 of the City of Burleson Code of Ordinances, providing for a juvenile curfew; and

**WHEREAS**, on June 9, 2023, the 88<sup>th</sup> Texas Legislature passed House Bill 1819 which amended the Texas Government Code to repeal the authority of political subdivisions to adopt or enforce juvenile curfews other than curfews authorized under Chapter 418, Government Code, for purposes of emergency management; and

**WHEREAS**, the City Council deems it necessary and proper and in the best interests of the public health, safety, and general welfare to repeal Article IV “Curfew” of Chapter 54 “Miscellaneous Offenses” of the City of Burleson Code of Ordinances as codified by Ordinances B-662, CSO#1129-09-2019, and CSO#3082-09-2022.



**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS:**

**Section 1.**

Article IV of Chapter 54 of the Code of Ordinances, City of Burleson, Texas, is hereby repealed in its entirety.

**ARTICLE IV. — CURFEW**

**Sec. 54-111. — Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Curfew hours* means:

- (1) ~~11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday night until 6:00 a.m. on the following day; and~~
- (2) ~~11:59 p.m. on any Friday or Saturday night until 6:00 a.m. on the following day.~~

*Emergency* means ~~an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to a fire, natural disaster, automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.~~

*Establishment* means ~~any privately owned place of business operated for a profit to which the public is invited including, but not limited to, any place of amusement or entertainment.~~

*Guardian* means:

- (1) ~~A person who, under court order, is the guardian of a minor; or~~
- (2) ~~A public or private agency with whom a minor has been placed by a court.~~

*Minor* means ~~any person under 17 years of age.~~

*Officer* means ~~a police officer of the city.~~

*Operator* means ~~any individual, firm, association, partnership, or corporation operating, managing, or conducting business at any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.~~

*Parent* means ~~a person who is:~~

- (1) ~~A natural parent, adoptive parent, or step-parent of another person; or~~
- (2) ~~At least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.~~



~~*Public place* means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, parks and the common areas and parking lots of schools, hospitals, apartment houses, office buildings, transportation facilities, commercial shopping centers, and shops.~~

~~*Remain* means to:~~

- ~~(1) Linger or stay; or~~
- ~~(2) Fail to leave premises when requested to do so by an officer or the owner, operator, or other person in control of the premises.~~

~~*Serious bodily injury* means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.~~

#### **~~Sec. 54-112. -- Offenses.~~**

- ~~(a) A minor commits an offense if the minor remains in any public place or on the premises of any establishment within the city during curfew hours.~~
- ~~(b) A parent or guardian of a minor commits an offense if the parent or guardian knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the city during curfew hours.~~
- ~~(c) The owner, operator, or any employee of an establishment commits an offense if the owner, operator, or employee knowingly allows a minor to remain upon the premises of the establishment during curfew hours.~~

#### **~~Sec. 54-113. -- Defenses.~~**

- ~~(a) It is a defense to prosecution under section 54-112 that the minor was:~~
  - ~~(1) Accompanied by the minor's parent or guardian;~~
  - ~~(2) On an errand at the direction of the minor's parent or guardian, without any detour or stop;~~
  - ~~(3) In a motor vehicle involved in interstate travel;~~
  - ~~(4) Engaged in, going to, or returning home from an employment activity, without any detour or stop;~~
  - ~~(5) Involved in an emergency;~~
  - ~~(6) On the sidewalk abutting the minor's residence or abutting the residence of a next door neighbor if the neighbor did not complain to the police department about the minor's presence;~~
  - ~~(7) Attending, going to, or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the city, a civic organization, a school district or another similar entity that takes responsibility for the minor;~~
  - ~~(8) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or~~



~~(9) ——— Married or had been married or had disabilities of minority removed in accordance with V.T.C.A., Family Code ch. 31.~~

~~(b) It is a defense to prosecution under section 54-112(e) that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.~~

**~~Sec. 54-114. -- Enforcement of article provisions.~~**

~~Before taking any enforcement action under this section, an officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this section unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense in section 54-113 is present.~~

**~~Sec. 54-115. -- Penalties for violation of article.~~**

~~(a) A person who violates a provision of this article is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$500.00.~~

~~(b) When required by V.T.C.A., Family Code § 51.08, as amended, the municipal court shall waive original jurisdiction over a minor who violates section 54-112(a) and shall refer the minor to juvenile court.~~

**Section 2.**

The findings set forth above in the recitals of this Ordinance are incorporated into the body of this Ordinance as if fully set forth herein.

**Section 3.**

That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 4.**

Any complaint, notice, notice of violation, action, cause of action, hearing request, appeal, or claim which prior to the effective date of this Ordinance that has been initiated or arisen under or pursuant to Ordinances B-662, CSO#1129-09-2019, and CSO#3082-09-2022 or any other ordinance(s) shall continue to be governed by the provision of that ordinance or ordinances, and for that purpose that ordinance or ordinances shall be deemed to remain and shall continue in full force and effect.

**Section 5.**

That the terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence,



clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

**Section 6.**

That it is the intention of the City Council and is hereby ordained that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Burleson, and that the sections of this ordinance may be renumbered or relettered to accomplish such intention.

**Section 7.**

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

**Section 8.**

This ordinance shall become effective immediately upon its passage and publication as required by law.

AND IS

**PASSED AND APPROVED** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**First Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Final Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Campos, City Secretary

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney



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## City Council Regular Meeting

**DEPARTMENT:** Economic Development  
**FROM:** Alex Philips, Economic Development Director  
**MEETING:** August 21, 2023

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**SUBJECT:**

Consider approval of a minute order ratifying the 4A Economic Development Corporation Board's action approving a resolution authorizing an unimproved property contract between the Burleson 4A Economic Development Corporation and Craftmasters Real Estate, LLC, purchasing approximately 54 acres in Hooper Business Park in Johnson County, Texas in the amount of \$2,500,000. (*Staff Contact: Alex Philips, Economic Development Director*)

**SUMMARY:**

Craftmasters is a new for profit trade school that has identified Hooper Business Park for its Campus Headquarters, student experience center, coffee shop and future Headquarters Expansion.

The Burleson 4A Economic Development Corporation and the City Council approved a Performance Agreement with Craftmasters Real Estate, LLC, on June 20, 2023.

Craftmasters and staff have been engaged on the site since January of 2023 and development of their \$150 Million capital investment in Burleson, Texas. The Performance Agreement outlines that Craftmasters to be under contract of Phase 1 and Phase 2 property by August 31, 2023.

- Phase 1 land sale contract is for a 54-acre parcel located in Hooper Business Park with the amount to purchase being \$2,500,000 which is outlined in the Performance Agreement. This contract is set to be closed on or before May 31, 2024 with a down payment of \$125,000. Once Craftmasters receives the \$2,500,000 incentive payment for exceeding the \$4,000,000 in construction expenditures Craftmasters will have 90 days to pay the balance of the land purchase in the amount of \$2,375,000.
- Phase 2 land sale contract is for an approximate 8-acre site located in Hooper Business Park with the amount to purchase being \$360,000 which is outlined in the Performance Agreement and to close and purchase the Phase 2 property by August 31, 2028.



**OPTIONS:**

Approve the Land Sale Contract between the Burleson 4A Economic Development Corporation and Craftmasters.

Deny the Land Sale Contract between the Burleson 4A Economic Development Corporation and Craftmasters.

**RECOMMENDATION:**

Staff recommends approval of the Land Sale Contract between Burleson 4A Economic Development Corporation and Craftmasters.

**PRIOR ACTION/INPUT (Council, Boards, Citizens):**

The Burleson 4A Economic Development Corporation and City Council approved the Performance Agreement on June 20, 2023.

**FISCAL IMPACT:**

**STAFF CONTACT:**

Alex Philips

Economic Development Director

[aphilips@burlesontx.com](mailto:aphilips@burlesontx.com)

817-426-9613



# Economic Development







# Craftmasters



# Development Proposal from Craftmasters

- Craftmasters to purchase 62 acres in 2 phases located in the Hooper Business Park for the campus headquarters, headquarters expansion, coffee shop and student experience center.
- Craftmasters is proposing a corporate campus of construction trade skills with an enrollment of a minimum of 5000 students by 2031, phased in six equal portions over a six-year period beginning 2026. Capital investment would be \$90 million by the 2026 tax year.
- Corporate headquarter expansion of a minimum of 400 new employees with an average wage of \$54,000 by 2031 phased in over a six year period beginning in 2026. The headquarters would add an additional \$25 million in capital investment by the 2029 tax year.
- Design and construct a residential community of at least 100 single-family units on a property in the vicinity as a part of the trade school training program. Capital investment would be \$35 million by the 2033 tax year, phased in six equal portions over a six-year period beginning 2028.



- **Capital investment at full buildout is \$150 Million**





# Craftmasters FTE & Enrollment Build Up



<i>Milestone</i>		<i>*School Opens Fall of '24</i>			<i>*Campus Phase 1-B Completed</i>		<i>*Corporate Headquarters Phase 1</i>
Year		2024	2025	2026	2027	2028	2029
Enrollment - Burleson Campus		1152	3049	3049	4151	6048	6048
Employees - Burleson		109	194	195	294	370	514
Average Salary		\$68,342					

- Campus is the largest phase in size and capital investment
- Average annual salary in Burleson - \$54,000



# Craftmasters Incentive

## Timeline

### Craftmasters Obligations prior to Construction

**August 31, 2023**

Real estate contract executed on the Phase One property which is a 54-acre property in the amount of \$2,500,000 and on the Phase Two Property which is an 8 acre tract in the amount of \$360,000.

**December 31, 2023**

Prospect to complete a pre-development meeting with the city.

**December 1, 2023**

Prospect to submit an application for platting and zoning approval.

**March 31, 2024**

Prospect to submit building plans of at least 190,000 square feet development for the Campus and Craftmasters Headquarters

**May 31, 2024**

Purchase the Phase One 54-acre parcel. Down payment of \$125,000

EDC to pay for additional cost to design, construct or realign the water and sewer infrastructure for their usage up to \$445,000.

Regional detention pond to be constructed offsite for Hooper Business Park up to \$6,500,000.

Within 30 days of the building permit issuance the EDC to provide a cash grant of \$500,000

**4A  
Obligations**



# Craftmasters

- The Burleson 4A Economic Development Corporation and City Council approved the agreement on June 20, 2023.
- The next performance agreement measure is to take action on the Land Sale Contracts.
  - Phase 1 is for approximately 54 acres located in Hooper Business Park in the amount of \$2,500,000.
  - Phase 2 is for approximately 8 acres located in Hooper Business Park in the amount of \$360,000
- Phase 1 to be closed on or before May 31, 2024 with a \$125,000 down payment.
  - Upon paying Campus and Craftmasters Headquarters construction expenditures in an amount exceeding \$4,000,000 the EDC will provide a cash grant of \$2,500,000 within 30 days.
    - **Once the \$2,500,000 incentive has been paid to Craftmasters it would trigger a 90 day period for Craftmasters to pay the balance of the land purchase of \$2,375,000.**
- Phase 2 to be closed on or before August 31, 2028.







## Craftmasters Land Sale Contracts



- Approve the Land Sale Contract for Phase 1 of approximately 54 acres located in Hooper Business Park in the amount of \$2,500,000.
- Deny the Land Sale Contract for Phase 1 of approximately 54 acres located in Hooper Business Park in the amount of \$2,500,000.
- Approve the Land Sale Contract for Phase 2 of approximately 8 acres located in Hooper Business Park in the amount of \$360,000.
- Deny the Land Sale Contract for Phase 2 of approximately 8 acres located in Hooper Business Park in the amount of \$360,000.

**Questions?**

**Staff Recommendation is to approve the contracts with Craftmasters.**



## **CONTRACT OF SALE**

This Contract of Sale (this “Contract”) is entered into by **BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**, a Texas municipal development corporation located in the City of Burleson, Texas (“BEDC” or “Seller”) acting by and through the President of its Board of Directors (“BEDC Board”), and **CRAFTMASTERS REAL ESTATE LLC**, a Florida limited liability company, acting by and through its authorized managers (“Craftmasters” or “Purchaser”).

### **ARTICLE I.**

#### **AGREEMENT OF PURCHASE AND SALE**

**1.1. Agreement of Purchase and Sale.** For the consideration and upon and subject to the terms, provisions and conditions hereinafter set forth, Seller agrees to sell and convey unto Purchaser, and Purchaser agrees to purchase from Seller, that certain tract of land containing approximately 57.598 acres, located in the City of Burleson, Johnson County, Texas, as described in the attached Exhibit A and all buildings, fixtures and other improvements, if any, on the land (collectively, the “Land”), together with all and singular the rights, privileges, easements, hereditaments, entitlements and appurtenances of any kind or nature pertaining to the Land, including, but not limited to, any right, title and interest of Seller, if any, in and to (i) any site plans, surveys, soil and substrata studies, and other plans or studies of any kind that relate to the Land; and (ii) any rights pertaining to the Land, including utility service commitments, taps, and connections (collectively, the “Property”).

**1.2. Performance Agreement.** This Contract is made pursuant to that certain Performance Agreement between Seller and Purchaser dated June 30, 2023, attached hereto as Exhibit B and incorporated herein (the “Performance Agreement”). The Performance Agreement contemplates, among other things, the construction by Purchaser of the “Phase One” improvements, which include, but are not limited to: (a) a high-end campus for a postsecondary, higher education institution (the “Campus”); and (b) the national corporate headquarters of Craftmasters (“Craftmasters Headquarters”). The Performance Agreement further contemplates scheduled payments by BEDC to Purchaser upon reaching certain milestones set forth in Section 6.02 of the Performance Agreement (each, an “Incentive Payment”).

### **ARTICLE II.**

#### **PURCHASE PRICE**

**2.1. Purchase Price.** Subject to the conditions of this Contract and Section 2.36 of the Performance Agreement, Purchaser agrees to pay Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) (the “Purchase Price”) in the following manner:

(a) The sum of One Hundred Twenty-Five Thousand and No/100 Dollars (\$125,000.00) shall be paid at Closing.



(b) The Balance of the Purchase Price, or Two Million Three Hundred Seventy Thousand and No/100 Dollars (\$2,375,000.00), shall be satisfied and evidenced by Purchaser's execution of a promissory note ("Note") to Seller.

(i) The Note shall be payable in full on the earlier of (i) August 31, 2026, or (ii) ninety (90) days following receipt of BEDC's Incentive Payment to Purchaser pursuant to Section 6.02(B) of the Performance Agreement (the "Section 6.02(B) Incentive Payment").

(ii) The Note shall be secured by a Deed of Trust ("Deed of Trust") covering the Property, with a Trustee to be named by Seller, and a vendor's lien on the Property, to be expressly retained by Seller in the deed to Purchaser of even date with the Deed of Trust.

**2.2. Repurchase Option.** An agreement evidencing the existence of a repurchase option and the specific terms thereof (the "Repurchase Option Agreement") shall be executed and acknowledged by Seller and Purchaser substantially in the form of Exhibit "E" attached hereto and by reference incorporated herein, and shall be delivered to Seller at the Closing and recorded in the Real Property Records of Johnson County, Texas. Upon Purchaser's request therefor, Seller shall execute and deliver an instrument, in recordable form, confirming, if true, that the Repurchase Option Agreement is no longer in effect.

**2.3. Deed Restriction.** An instrument stipulating that the Property or any portion thereof may not be used as a non-profit school, training academy, or the like for a term of twenty-five years and the specific terms thereof (the "Deed Restriction") shall be executed and acknowledged by Seller and Purchaser and shall be included in the special warranty deed conveying the Property to Purchaser, or by separate instrument and delivered to Seller at the Closing and recorded in the Real Property Records of Johnson County, Texas. The parties shall negotiate in good faith as to the form and content of the Deed Restriction prior to the end of the Inspection Period.

### ARTICLE III.

#### **PRE-CLOSING OBLIGATIONS AND CONDITIONS**

**3.1. Items to be Delivered by Seller.** Seller shall provide Purchaser with each of the following at Seller's sole cost and expense:

(a) Within seven (7) days after the Effective Date, a current commitment for the issuance of an owner policy of title insurance to Purchaser from Stewart Title Company, Attn: Misty Seay, 201 W Bufford St, Ste 103, Burleson, Texas 76028 (the "Title Company"), including true, correct and legible copies of all instruments referred to in the commitment as conditions or exceptions to title to the Land, including items listed in Schedule C of the commitment (the "Title Commitment");

(b) Within three (3) days after the Effective Date, Seller's existing survey of the Land, if any. Purchaser shall have the right to update or re-certify the existing survey,



or obtain a new survey of the Land (the “Survey”) at Purchaser’s expense. The legal description of the Land contained in the Survey, if different from the description contained in Exhibit A, shall, subject to Purchaser’s reasonable approval, be substituted for the description of the Land contained in Exhibit A, and this Contract shall be deemed automatically amended by the substitution of the legal description of the Land contained in the Survey, as a new Exhibit A hereto; and

(c) Within three (3) days after the Effective Date, to the extent they exist, are still valid and are available, Seller agrees specifically to provide Purchaser with, and acknowledges that Purchaser shall be relying on, copies of all agreements, contracts, documents, information, data, studies and reports which affect the Property, including, but not limited to, any plans, drawings, surveys, title policies, title reports, title opinions, title documents, mortgages or deeds of trust, declarations, restrictive covenants, easements, title exceptions, inspection reports, repair reports, traffic studies, utility expense history, environmental reports, geotechnical studies, flood studies, drainage plans, zoning reports, zoning information, oil and gas leases, permits, licenses, tax statements, litigation or threatened litigation, and a written description of all oral agreements with third parties, if any, affecting the Land or the operation thereof (collectively, the “Property Documents”).

## ARTICLE IV.

### **SURVEY AND TITLE REVIEW**

**4.1. Title Review Period.** Purchaser shall have a period beginning on the Effective Date and ending thirty (30) days thereafter (the “Title Review Period”) during which to review the state of Seller’s title to the Property. If the Survey or Title Commitment (collectively “Title Documents”) reflects or discloses any defect, exception or other matter affecting the Property that is unacceptable to Purchaser for any reason whatsoever, then, prior to the expiration of the Title Review Period, Purchaser may provide Seller with written notice of its objections and any curative actions or endorsements or modifications to the Title Policy (as hereinafter defined) or Survey that Purchaser requires (the “Title Defect Notice”). Seller shall use its reasonable efforts to remove or cure the objections contained in the Title Defect Notice to Purchaser’s satisfaction; provided, however, regardless of whether Purchaser objects thereto, Seller shall in all events cause to be released at its sole expense all mortgages, deeds of trust and other liens affecting the Property (“Mandatory Cure Items”). Seller shall notify Purchaser in writing (the “Title Cure Notice”), within ten (10) days after Seller’s receipt of the Title Defect Notice, of those matters that Seller will cure and those matters Seller is unable to cure pursuant to its obligations in the immediately preceding sentence. If Seller is unable to cure the objections contained in the Title Defect Notice as of or prior to Closing, Purchaser may, at its option, (i) accept such title as Seller can deliver, or (ii) terminate this Contract by notice in writing to Seller. In the event Purchaser fails to furnish Seller, prior to the expiration of the Title Review Period, either (A) notice that the Title Documents were satisfactory, or (B) a Title Defect Notice, Purchaser shall be deemed to have accepted the status of title as reflected by the Title Documents, except for the Mandatory Cure Items. Should one or more new exceptions arise (as reflected by an updated Title Commitment or updated Survey) after Purchaser has submitted its Title Defect Notice, then



Purchaser shall have ten (10) days after Purchaser's receipt of written notice of the new exception(s) to review and object to such new exception(s), and Seller shall have fifteen (15) days after Seller's receipt of such objection notice to eliminate such new exception(s) to the satisfaction of Purchaser (but Seller is not obligated to eliminate such new exceptions, other than liens or claims of liens), failing which Purchaser may, within five (5) business days from the end of the fifteen (15) day period, either terminate this Contract or waive any such uncured exceptions (unless such new exception is a lien or claim of lien, which Seller shall be obligated to release and have removed from title). Any title exceptions that are reflected by the Title Documents and that are not objected to by Purchaser or are otherwise waived by Purchaser pursuant to the terms of this Contract shall be considered the "Permitted Exceptions." In no event shall any Mandatory Cure Items be Permitted Exceptions.

## ARTICLE V.

### INSPECTION PERIOD

**5.1. Inspection Period.** Purchaser shall have a period beginning on the Effective Date and ending ninety (90) days thereafter (the "Inspection Period") during which to inspect the Property, review the Property Documents and otherwise satisfy contingencies. During the Inspection Period, Purchaser and its agents, contractors and designees shall have the right to enter upon the Land and conduct and prepare any and all tests, investigations, reports, studies, and inspections of the Property that Purchaser deems necessary in its sole discretion for the purchase of the Property, including, but not limited to, environmental, structural, geotechnical, soil, topographical, geological, subsurface, engineering, site planning, feasibility studies, title review, surveys and zoning analysis (collectively, the "Tests"). Seller shall cooperate in good faith with Purchaser and Purchaser's agents and employees during the Inspection Period, and shall provide Purchaser and Purchaser's agents and employees' access to the Property to perform the Tests. Seller hereby agrees to give Purchaser its reasonable cooperation and to confirm when requested by Purchaser, and within Seller's knowledge, the veracity of the information relied upon by Purchaser. It is acknowledged and agreed by Seller that no examination by Purchaser, its representatives, agents or contractors of the Property or the Property Documents shall be deemed to constitute a waiver or relinquishment on the part of Purchaser of its right to rely on the covenants, representations, warranties or agreements made by Seller in this Contract. If, during the Inspection Period, Purchaser determines that the Property is not suitable for Purchaser's intended development and use of the Property (as determined by Purchaser in its sole and absolute discretion) or if Purchaser determines for any reason or no reason that it does not desire to purchase the Property, then Purchaser may terminate this Contract by written notice to Seller ("Termination Notice"). If prior to the expiration of the Inspection Period Purchaser delivers the Termination Notice referenced above, this Contract shall terminate, and neither Seller nor Purchaser thereafter shall have any further right or obligation under this Contract unless expressly provided otherwise in this Contract.



## ARTICLE VI.

### **REPRESENTATIONS, WARRANTIES,**

### **COVENANTS AND AGREEMENTS OF SELLER**

**6.1. Representations and Warranties.** In order to induce Purchaser to enter into this Contract, Seller makes the following warranties and representations, which shall be true and correct as of the Effective Date and on the Closing Date:

(a) Seller has full capacity, right, power and authority to execute and deliver this Agreement and to perform all its obligations hereunder, and all consents and approvals have been obtained, and all other actions have been taken, in connection therewith. The individuals signing this Agreement on behalf of Seller have been duly authorized to sign the same on behalf of Seller.

(b) This Agreement is binding upon and enforceable against Seller in accordance with its respective terms.

(c) The execution and delivery by Seller, and the performance by Seller of all of the terms, of this Agreement, will not violate (i) any of the governing documents of Seller, (ii) any judgment, order, injunction, decree, law, regulation or ruling of any court or governmental agency, or (iii) any agreement to which Seller is a party or to which Seller or the Property is subject.

(d) Seller is a "United States person" within the meaning of Sections 1445(f)(3) and 7701(a)(30) of the Internal Revenue Code of 1986, as amended.

(e) Neither Seller nor its governing persons are in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto.

(f) There are no pending actions, suits, arbitrations, claims, proceedings or investigations against or affecting the Property or Seller's right to sell the Property, and to Seller's actual knowledge, none are threatened.

(g) No judgments, orders, writs, injunctions or decrees of any court or governmental agency have been entered against Seller which have not been satisfied or released, and under or subject to which Seller is operating the Property.

(h) Seller is the sole owner of the Property. Seller has not entered into any currently binding contracts for the sale of, and no person or entity has any option or any other rights to purchase, all or any portion of the Property.

(i) There are no oral or written leases, licenses, rental agreements or occupancy agreements of any kind granting any right to the use or occupancy of all or any portion of the Land.



(j) There are no oral or written contracts or agreements regarding all or any portion of the Land, including any for the management, operation, repair or construction of the Land, including, without limitation, any service contracts, maintenance contracts, cleaning contracts, construction contracts, commission agreements, and contracts for the purchase or delivery of labor, services, materials, goods, inventory or supplies, equipment rental agreements, excluding this Agreement.

(k) Seller does not currently pay any taxes or assessments on the Property. The Property, however, is not presently assessed for ad valorem tax purposes under a special appraisal method for valuation which would result in “roll back” taxes following a change in use by Purchaser (“Roll Back Taxes”).

(l) The Property is not in violation of any applicable laws.

**6.2. Covenants and Agreements.** Prior to Closing, Seller covenants and agrees as follows:

(a) Seller shall give Purchaser and Purchaser’s agents, representatives, contractors and designees full access to the Property in order to make such inspections, surveys, test borings, soil analyses and other tests and surveys thereon as Purchaser, in its sole discretion, shall deem advisable. Seller shall furnish Purchaser such additional information concerning the ownership, management, operation and the condition of the Property as Purchaser may reasonably request. The cost and expenses of Purchaser’s investigation shall be borne solely by Purchaser. Purchaser shall indemnify and hold Seller harmless for any property damage or injury caused by Purchaser in connection with such inspections and tests, and this provision shall survive the termination or closing of this Contract;

(b) From and after the date hereof, Seller shall not (i) perform any grading or excavation, construction or removal of any improvement or make any other change or improvement upon or about the Property, (ii) create or incur, or suffer to exist, any mortgage, lien, pledge or other encumbrance in any way affecting the Property, other than the lien for taxes not yet due and payable and existing liens to be released at the Closing, (iii) commit any waste or nuisance upon the Property, or (iv) impose any easements, covenants, conditions or restrictions on the Property or institute or participate in any annexation, zoning, platting, dedication or other governmental action regarding the Property;

(c) Notwithstanding any other provisions contained herein, Seller, from the Purchase Price proceeds or otherwise, shall pay and discharge all liens against the Property other than the lien for current taxes which are not yet due and payable such that title to the Property will be conveyed to Purchaser free and clear of all liens other than the lien for current taxes which are not yet due and payable;



(d) Seller shall not, without the prior written consent of Purchaser, enter into, transfer, encumber, amend, extend, modify or in any way alter any lease, contract or agreement which affects the Property;

(e) Seller will cause the Property to be maintained and operated in a good manner in accordance with the manner as is being conducted at the time of execution hereof and in compliance with all applicable laws, rules and regulations, restrictive covenants and zoning ordinances. Seller will not use or occupy, or allow the use or occupancy of, the Property in any manner which violates any applicable laws, rules and regulations, restrictive covenants and zoning ordinances or which constitutes waste or a public or private nuisance or which makes void, voidable or cancelable, or increases the premium of, any insurance then in force with respect thereto. Seller will not permit the introduction or storage of any pollutants on the Land. Seller will not do or suffer to be done any act whereby the value of any part of the Property may be materially lessened;

(f) Seller will advise Purchaser promptly of any change in any applicable laws, regulations, restrictions, rulings, or orders which might affect the value or use of the Property by Purchaser of which Seller obtains knowledge. Seller will also advise Purchaser promptly of any litigation, arbitration or administrative hearing concerning or affecting the Property of which Seller obtains knowledge;

(g) Seller will not take any action or omit to take any action, which action or omission would have the effect of violating any of the representations and warranties of Seller contained in the Contract;

(h) Seller shall promptly furnish Purchaser with any and all notices concerning the Property that Seller receives from any and all appraisal districts, taxing authorities or any other governmental entities or of any litigation, arbitration or administrative hearing concerning the Property and any other material changes prior to Closing in any of the facts reflected in any statements, certificates, schedules, or other documents or any representation or warranties made or furnished by Seller in connection with this transaction. This covenant shall survive the Closing;

(i) In the event the Property is subject to any deed restrictions or restrictive covenants of any kind ("CCRs"), Seller shall diligently cooperate with and assist Purchaser in obtaining from all appropriate parties to the CCRs, including any owner association, any consents, approvals and/or estoppels requested by Purchaser; and

(j) Seller shall reasonably cooperate with Purchaser in connection with Purchaser's efforts to obtain construction financing and satisfy any lender requirements thereto, including but not limited to the subordination of the Note, Deed of Trust, and Vendor's Lien pursuant to commercially reasonable terms.

## **ARTICLE VII.**

### **CONDITIONS PRECEDENT TO CLOSING/CONDEMNATION**



**7.1. Conditions Precedent to Purchaser's Performance.** The obligation of Purchaser to close the transaction described in this Contract, unless waived in writing by Purchaser, shall be subject to the following conditions precedent:

- (a) All the representations and warranties of Seller set forth in this Contract shall be true and correct as of the date hereof and on the Closing Date;
- (b) Seller shall not have, on or prior to the Closing Date, failed to meet, comply with or perform any covenants or agreements of Seller required by the terms of this Contract or the Performance Agreement;
- (c) There shall be no change in the matters reflected on the Title Commitment or Survey from those matters appearing therein on the date of the expiration of the Inspection Period (except those changes requested by Purchaser in its Title Defect Notice);
- (d) The environmental condition of the Property on the Closing Date shall not be substantially and adversely changed from what existed on the earlier of (i) the effective date of any environmental report obtained by Purchaser and (ii) the expiration of the Inspection Period; and
- (e) On the date of Closing, there shall be no litigation pending or threatened, seeking (i) to enjoin the consummation of the sale and purchase hereunder, (ii) to recover title to the Property, or any part thereof or any interest therein, (iii) to increase substantially ad valorem taxes theretofore or thereafter assessed against the Land for which Purchaser will be liable, or (iv) to enjoin the violation of any law, rule, regulation, restrictive covenant or zoning ordinance that may be applicable to the Land.

In the event that any of the above conditions are not satisfied or waived in writing by Purchaser on or prior to the Closing Date, Purchaser may terminate this Contract by delivery of a written termination notice to Seller on or before the Closing Date, in which event of termination neither party thereafter shall have any further rights or obligations to each other under this Contract.

**7.2. Condemnation.** If prior to the Closing, condemnation proceedings are noticed or commenced with respect to any portion of the Property, Purchaser may terminate this Contract by delivering a written termination notice to Seller prior to the Closing Date. Prior to Purchaser terminating this Contract or if Purchaser does not terminate this Contract, both the Seller and the Purchaser, by their respective attorneys, shall have the right to appear and to defend their interests in the Property in such condemnation proceedings, and any award in condemnation prior to Closing shall become the property of Seller, and the Purchase Price shall be reduced by an amount equal to the greater of: (a) the condemnation award; or (b) per square foot Purchase Price specified in Section 2.1 multiplied by the number of gross square footage of land in the Property lost in such condemnation (or conveyance in lieu of such condemnation; provided, however, Seller shall make no conveyance in lieu of condemnation without Purchaser's prior written consent). In the event of such termination, neither party shall have any further liability to



the other under this Contract unless expressly provided otherwise in this Contract. If Purchaser does not terminate this Contract and proceeds to close prior to the condemnation award being made, Purchaser shall be entitled to all condemnation awards or awards in lieu of condemnation.

## ARTICLE VIII.

### CLOSING

**8.1. Time and Place.** The sale and purchase of the Property shall be consummated at a closing (the “Closing”) to be held at the offices of the Title Company. The Closing shall occur on May 31, 2024 (the “Closing Date”), or on an earlier date designated by Purchaser in writing (provided that Purchaser gives Seller at least five (5) business days advance written notice of such earlier designated date).

**8.2. Items to be Delivered by Seller at the Closing.** At the Closing, Seller shall deliver or cause to be delivered to Purchaser, at Seller’s sole cost and expense, each of the following items:

(a) a special warranty deed with vendor’s lien (“Deed”) duly executed and acknowledged by Seller, in the form of Exhibit C attached hereto and incorporated herein by reference, granting, conveying and warranting unto Purchaser good and indefeasible fee simple absolute title to the Land, free and clear of any liens, encumbrances, easements or other matters affecting title to the Property except the Permitted Exceptions, Deed Restriction, Deed of Trust, and the vendor’s lien on the Property securing the Note;

(b) a general assignment (the “General Assignment”), duly executed, of any and all rights of Seller in and to all portions of the Property not conveyed by the Deed, fully executed and acknowledged by Seller. Such assignment shall be in the form of Exhibit D attached hereto;

(c) The Repurchase Option Agreement duly executed by Seller, in the form of Exhibit E attached hereto;

(d) an Owner’s Policy of Title Insurance with such endorsements and modifications as Purchaser has requested in the Title Defect Notice, including the T-19 restrictions, encroachments, mineral endorsement and such other endorsements as Purchaser may request (the “Title Policy”) issued by the Title Company on the standard forms in use in the State of Texas, insuring good and indefeasible fee simple title to the Land in the Purchaser in a face amount equal to the Purchase Price and containing no exceptions except the Permitted Exceptions and the standard printed exceptions therein, except:

(i) the exception relating to restrictions against the Property shall be endorsed by the Title Company to read “none of record,” except for such restrictions as may be included in the Permitted Exceptions;



(ii) the exception relating to discrepancies, conflicts or shortages in area or boundary lines or any encroachment or overlapping of improvements which a survey might show shall be deleted except for “shortages in area”;

(iii) the blank in the taxes exception shall show the year of the Closing, and the taxes exception shall be endorsed “not yet due and payable”, and the tax exception shall be additionally subject to taxes for subsequent years, subsequent assessments for prior years due to change in land usage or ownership and any standby fees applicable to the Property; and

(iv) any liens imposed on the Property as the result of any financing incurred by Purchaser to purchase the Property.

(e) An affidavit that there are no parties in possession of the Property in form acceptable to Purchaser and any other affidavit required by the Title Company to close this Contract and issue the Title Policy;

(f) Such evidence or other documents that may be reasonably required by Purchaser or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of the Seller in connection with the sale of the Property;

(g) An affidavit in compliance with Section 1445 of the Internal Revenue Code and applicable regulations stating, under penalty of perjury, Seller’s United States taxpayer identification number and that Seller is not a “foreign person” as that term is defined in Section 1445; and

(h) The Deed Restriction duly executed by Seller.

**8.3. Items to be Delivered by Purchaser at the Closing.** At the Closing, Purchaser, at Purchaser’s expense, shall deliver to Seller the Purchase Price as set forth in Section 2.1, the General Assignment, the Note, the Repurchase Option Agreement referenced in Section 2.2, and the Deed Restriction referenced in Section 2.3, each duly executed.

**8.4. Adjustments and Prorations; Allocation of Costs.** At Closing, the following items shall be adjusted or prorated between Seller and Purchaser:

(a) Seller does not pay real estate taxes and assessments for the Property (“Real Estate Taxes”); however, if Real Estate Taxes are assessed against the Property for the year in which Closing occurs, then Seller and Purchaser agree to prorate, notwithstanding that Purchaser may be solely responsible for payment of the Real Estate Taxes after Closing, calculated as follows:

(i) If the Closing occurs before the amount of actual Real Estate Taxes for the calendar year in which the Closing occurs may be determined (“Current Year Taxes”), then there shall be a credit at the Closing in favor of Purchaser against the Purchase Price in an amount equal to the amount of Real



Estate Taxes estimated (“Estimated Current Year Taxes”) using the most recently assessed value of and promulgated tax rate for the Property prior to the Closing, multiplied by a fraction, the numerator of which is the number of days from and including January 1, to and including the day immediately preceding the date on which the Closing occurred, and the denominator of which is 365.

(ii) If the actual amount of Current Year Taxes to be paid by Purchaser are not determined until after Closing, then within thirty (30) days following receipt of the actual tax bill, Seller and Purchaser will reconcile to the credit already given Purchaser at Closing and Purchaser will pay to Seller the amount of any credit in excess of the prorated Current Year Taxes allocable to Seller or Seller shall reimburse to Purchaser any additional amount allocable to Seller of Current Year Taxes in excess of the amount credited to Purchaser at Closing.

(iii) If the Current Year Taxes charged to Purchaser after Closing are prorated so that no portion is allocable to the period prior to the Closing Date, then Purchaser shall not receive any credit at Closing nor will Seller have any further obligation for Current Year Taxes.

(iv) Seller shall be responsible for the payment of all Roll Back Taxes in full, if any.

(b) Seller agrees to pay the premium for the standard Texas Title Policy; the cost of preparing and recording the Deed, the Repurchase Option Agreement, the Deed Restriction, the Note, and any releases and other documents necessary to convey the Property in accordance with this Contract, as well as the other documents to be recorded as provided in this Contract; one half (1/2) of any escrow or closing fee charged by the Title Company; and any other similar closing costs customarily paid by a Seller of real property in Johnson County, Texas;

(c) Purchaser agrees to pay the costs of re-surveying or of the Survey, any Title Policy endorsements other than those issued in the issuance of the “Standard Texas Title Policy”, one half (1/2) of any escrow or closing fee charged by the Title Company; and any other similar closing costs customarily paid by a Purchaser of real property in Johnson County, Texas; and

(d) The agreements as to prorations, payment of taxes, and adjustments in this Section 8.4 shall survive the Closing. In the event, subsequent to Closing, that any adjustments made at the Closing pursuant to this Section 8.4 are found to be erroneous, then either party hereto who is entitled to additional monies shall invoice the other party for such additional amounts as may be owing, and such amounts shall be paid within ten (10) days from receipt of the invoice. Any amounts due and owing which are not paid within fifteen (15) days after receipt of the invoice therefor shall bear interest at the maximum lawful rate from such 15th day until paid.

**8.5. Right to Possession.** At the Closing, Purchaser shall have full and unrestricted right to possession of the Property and Seller will do such acts, execute such instruments and



take such action as may be appropriate or required to assure to Purchaser uninterrupted and full possession of the Property immediately following the Closing.

## ARTICLE IX.

### **REMEDIES UPON DEFAULT**

**9.1. Default by Seller.** In the event that Seller fails to comply with any condition, covenant or obligation it has hereunder, and such failure continues for a period of five (5) days after written notice to Seller, such failure shall be an event of default and Purchaser's sole remedy shall be to either (i) enforce specific performance or (ii) terminate this Contract by giving written notice thereof to Seller, whereupon neither party shall have any further rights or obligations under this Contract unless expressly provided otherwise in this Contract.

**9.2. Default by Purchaser.** In the event all conditions of this Contract are satisfied and all covenants and agreements to be performed by Seller prior to Closing are fully performed, and in the event that performance of this Contract is fully tendered by Seller and the sale is not consummated through default by Purchaser, and such default continues for a period of five (5) days after written notice to Purchaser, then Seller's sole and exclusive remedy shall be to terminate this Contract by giving written notice thereof to Purchaser, whereupon neither party hereto shall have any further rights or obligations under this Contract. Notwithstanding anything to the contrary contained herein, in no event shall Seller be entitled to demand from Purchaser the repayment of any Incentive Payments, except as expressly set forth in Article 8 of the Performance Agreement.

**9.3. Effect of Termination.**

(a) In the event this Contract is terminated in accordance with the terms hereof, then, without further action by either party, the Performance Agreement shall automatically terminate and neither party will have duties or obligations to the other under the Performance Agreement, except for those that expressly survive termination thereof.

(b) In the event the Performance Agreement is terminated in accordance with the terms thereof, then, without further action by either party, this Contract shall automatically terminate and neither party will have duties or obligations to the other under this Contract, except for those that expressly survive termination thereof.

## ARTICLE X.

### **MISCELLANEOUS**



**10.1. Notices.** All notices, demands or other communications given in connection with or required under this Contract must be in writing and delivered to the person to whom it is directed; notices, demands or other communications not given in the manner set forth in this Section 10.1 shall be void and of no effect. Notices, demands or other communications may be given by hand delivery, delivery service or by email. Any notice, demand or other communication given by certified mail, return receipt requested, shall be deemed to have been given and received upon deposit thereof (with proper postage affixed and addressed to the party to be notified as provided herein) with a post office or other depository under the care or custody of the United States Postal Service. Any notice, demand or other communication given by means other than certified mail, return receipt requested, shall be deemed to have been given and received when actually delivered to the below stated address of the party to whom it is addressed. All notices, demands and other communications shall be given to the parties hereto at the following addresses:

Purchaser:                      Craftmasters Real Estate LLC  
   c/o Craftmasters, LLC  
   123 Garfield Ave.  
   Winter Park, FL 32789  
   Attention: Brad Thompson  
   Justin Bond  
   Email: brad@craftmasters.com  
   justin@radev.biz

Copies to:                      Jackson Walker LLP  
   Attention: Bill Dahlstrom  
   Miguel Ortiz  
   2323 Ross Avenue, Suite 600  
   Dallas, Texas 75201  
   Email: wdahlstrom@jw.com  
   mortiz@jw.com

Seller:                              Burleson 4A Economic Development Corporation  
   Attn: Economic Development Director  
   141 West Renfro  
   Burleson, Texas 76028

Copies to:                      Betsy Elam  
   Taylor, Olson, Adkins, Sralla & Elam, L.L.P.  
   6000 Western Place  
   Suite 200  
   Fort Worth, Texas 76107

Any party entitled to receive notices hereunder may change the address for notice specified above by giving the other parties entitled to receive notices hereunder ten days' advance written notice of such change of address.



**10.2. Contract to Survive.** Any and all representations, warranties, covenants and agreements contained herein shall not be deemed to be merged into or waived by the instruments of the Closing but shall expressly survive the Closing.

**10.3. Binding Contract; Assignment.** This Contract shall be binding upon and inure to the benefit of the successors and assigns of the Parties. This Contract may be assigned in whole to any a parent company or wholly owned subsidiary entity that directly controls, is controlled by, or is under common control with Craftmasters (an “Affiliate”) without the prior written consent of the BEDC. This Contract shall not be assigned in whole or in part to any non-Affiliate without the prior written consent of the BEDC Board and ratification by the City Council of the City of Burleson (“City Council”), which consent shall not be unreasonably withheld if the assignee demonstrates the financial ability to perform in the reasonable judgment of the BEDC Board and City Council. Each assignment shall be in writing executed by Craftmasters and the assignee and shall obligate the assignee to be bound by this Contract to the extent this Contract applies or relates to the obligations, rights, title or interests being assigned. No assignment by Craftmasters shall release Craftmasters from any liability that resulted from an act or omission by Craftmasters that occurred prior to the effective date of the assignment unless the BEDC approves the release in writing. Craftmasters shall maintain written records of all assignments made by Craftmasters to assignee, including a copy of each executed assignment and the assignee’s notice information as required by this Contract, and, upon written request from the BEDC, any party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning party’s sale, assignment, transfer or other conveyance of any interest in this Contract or the Property. The BEDC shall not be required to make any representations with respect to any assignment and shall not be required to consent to an assignment to an Affiliate.

**10.4. Interpretation and Applicable Law.** This Contract shall be construed and interpreted in accordance with the laws of the State of Texas. Where required for proper interpretation, words in the singular shall include the plural, and the masculine gender shall include the neuter and the feminine, and vice versa. The descriptive headings of the several articles, sections and paragraphs contained in this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof. The term “including,” and compounds of the word “include,” when preceding a list shall be deemed to mean “including but not limited to.” If the final day of any period or any date of performance under this Contract falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday. Jurisdiction to adjudicate any provision, term, and or breach of this Contract shall be exclusively in State Court in Johnson County Texas, the County in which the Property is located.

**10.5. Amendment.** Except as provided above with respect to the automatically substituted Exhibit A Land description, this Contract may not be modified or amended, except by an agreement in writing signed by the Seller and the Purchaser. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.



**10.6. Attorneys' Fees.** In the event either party files a lawsuit in connection with this Contract or any provisions contained herein, then the party that prevails in such action shall be entitled to recover from the non-prevailing party, in addition to all other remedies or damages as limited herein, reasonable attorneys' fees and costs of court incurred in such lawsuit. This provision shall survive the termination or Closing of this Contract.

**10.7. Entire Agreement.** This Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. Unless set forth in this Contract, no representations, warranties, covenants, agreements or conditions shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract.

**10.8. Miscellaneous.** This Contract may be executed in two or more separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Contract that are transmitted by fax, pdf or tif format shall be deemed effective for all purposes. If, pursuant to this Contract, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term "holiday" shall mean any day on which state or national banks are not open for business in the State of Texas. The "Effective Date" of this Contract shall be the date on which it is fully executed by the last of Seller or Purchaser. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Seller shall not, without the prior written consent of Purchaser, disclose to any person or party (except those persons or parties incidentally involved herein) the economic terms of this Contract or the identity of Purchaser. This covenant shall survive the Closing or termination of this Contract.

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**SELLER:**

**BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**, a Texas municipal development corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Board President

Date: \_\_\_\_\_, 2023

THE STATE OF TEXAS                   §

§

COUNTY OF DALLAS                   §

      This document was acknowledged before me on the \_\_ day of \_\_\_\_, \_\_\_\_, by  
\_\_\_\_\_, Board President of Burleson 4A Economic Development Corporation, a  
Texas municipal development corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

SEAL:

[Signatures Continue on Following Page]



**PURCHASER:**

**CRAFTMASTERS REAL ESTATE LLC**, a  
Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2023

Exhibit A: Land Description  
Exhibit B: Performance Agreement  
Exhibit C: Form of Deed  
Exhibit D: Assignment  
Exhibit E: Form of Repurchase Option Agreement



## EXHIBIT A

### LEGAL DESCRIPTION OF LAND

#### **LEGAL DESCRIPTION:**

A TRACT OF LAND SITUATED IN THE D. DYKES SURVEY, ABSTRACT NO. 229, JOHNSON COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND CONVEYED TO BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION IN THAT DEED RECORDED IN INSTRUMENT NO. 2021-21498, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE NORTHWESTERLY LINE OF A TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT INC. IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24891, D.R.J.C.T. FOR THE MOST SOUTHERLY CORNER OF SAID BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION TRACT AND FOR THE MOST EASTERLY CORNER OF A TRACT OF LAND CONVEYED TO ANIMAL PANCAKES LLC. IN THAT DEED RECORDED IN VOLUME 4313, PAGE 277, D.R.J.C.T.;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID ANIMAL PANCAKES LLC. TRACT N 44°44'59" W, A DISTANCE OF 1948.77 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1940.00 FEET, WHOSE LONG CHORD BEARS S 86°16'52" E, 2532.10 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE ALONG SAID NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 81°28'35", AN ARC LENGTH OF 2758.74 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544";

THENCE S 45°32'35" E, A DISTANCE OF 77.15 FEET TO 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" IN THE SOUTHEASTERLY LINE OF SAID BURLESON 4A ECONOMIC DEVELOPMENT TRACT;

THENCE S 46°51'45" W, A DISTANCE OF 399.18 FEET TO A 1/2" IRON ROD FOUND;

THENCE S 46°05'52" W, A DISTANCE OF 629.05 FEET TO A 1/2" IRON ROD FOUND;

THENCE S 45°32'41" W, A DISTANCE OF 651.94 FEET TO THE POINT OF BEGINNING AND CONTAINING 57.598 ACRES OF LAND MORE OR LESS.

#### **SURVEYOR'S CERTIFICATE:**

PREPARED BY ME OR UNDER MY DIRECTION.



*Matt Powell*  
MATT POWELL  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 5544

DATED: 06/15/23



DATE: 06-15-23

DRAWN: J.A.F.

CHECKED: M.P.

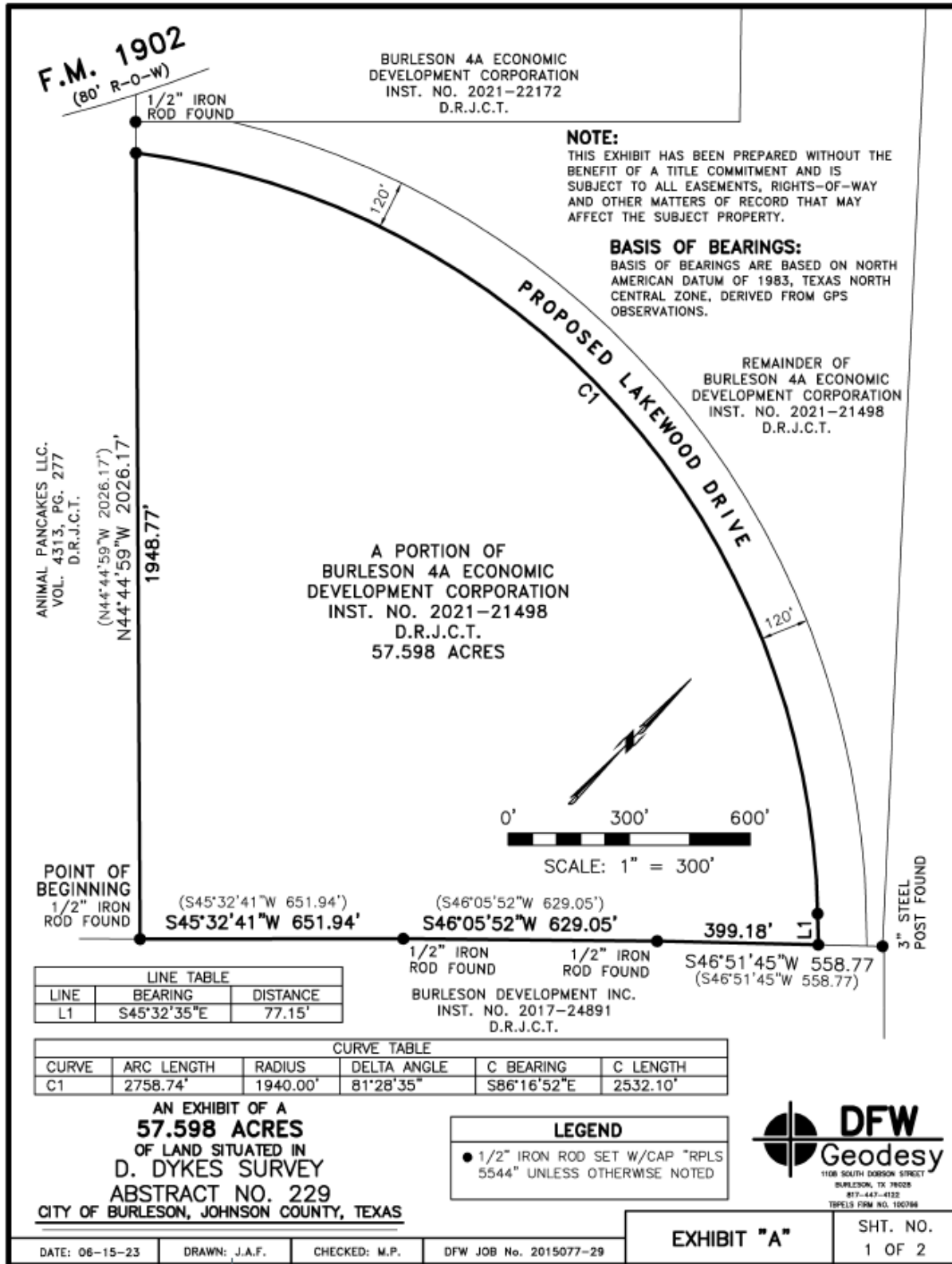
DFW JOB No. 2015077-29

EXHIBIT "A"

SHT. NO.  
2 OF 2

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**EXHIBIT B**  
**PERFORMANCE AGREEMENT**

[To be added]



## EXHIBIT C

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS                      §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF \_\_\_\_\_ §

THAT THE UNDERSIGNED, \_\_\_\_\_, (“Grantor”), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration to the undersigned in hand paid to Grantor by \_\_\_\_\_, (“Grantee”) whether one or more, whose mailing address is \_\_\_\_\_, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of one certain Promissory Note in the principal sum of TWO MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$2,375,000.00) of even date herewith payable to the order of Grantor bearing interest at the rate therein provided, said Promissory Note containing the usual reasonable attorney’s fees clause and various acceleration of maturity clauses in case of default at the rate therein provided, and being secured by Vendor’s Lien and superior title retained herein in favor of Grantor and being also secured by a Deed of Trust of event date herewith from Grantee to \_\_\_\_\_, Trustee, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Grantee, the real property described on Exhibit “A” attached hereto and made a part hereof for all purposes, along with any and all buildings, fixtures and other improvements located thereupon, and together with and singular the rights, privileges, easements, hereditaments, entitlements and appurtenances of any kind or nature pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to any site plans, surveys, soil and substrata studies, and other plans or studies of any kind that relate thereto, and any including utility service commitments, taps, and connections (collectively, the “Property”).

**TO HAVE AND TO HOLD** the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns, to **WARRANT AND FOREVER DEFEND**, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.



This conveyance is being made by Grantor and accepted by Grantee subject only to those certain title exceptions and other matters set forth in Exhibit "B" (the "Permitted Exceptions") attached hereto and made a part hereof for all purposes, but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property, and without re-imposing same.

It is expressly agreed that the Vendor's Lien is retained in favor of the payee of said Promissory Note against the above-described property, premises, and improvements, until said Promissory Note and all interest thereon shall been fully paid according to the terms thereof, when this Deed shall become absolute.



EXECUTED to be effective the \_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

After Recording, Return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_







Assignee does not assume, and Assignor shall continue to be responsible for, any and all obligations and liabilities with respect to the Assigned Properties that accrued prior to this Assignment.

2. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3. Counterparts. This Assignment may be executed in a number of identical counterparts (including via facsimile), each of which shall be deemed an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed effective as of the Effective Date.

**ASSIGNOR:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT E**  
**FORM OF REPURCHASE OPTION AGREEMENT**

This Repurchase Option Agreement (herein called “Agreement”) is dated as of \_\_\_\_\_, 2023 and made and entered into by and between **BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**, a Texas municipal development corporation (“Seller”) and **CRAFTMASTERS REAL ESTATE LLC**, a Florida limited liability company (“Purchaser”) upon the terms and conditions set forth herein:

**WITNESSETH:**

WHEREAS, Seller and Purchaser entered into that certain Performance Agreement Between the Burleson 4A Economic Development Corporation and Craftmasters dated June 30, 2023 (the “Performance Agreement”);

WHEREAS, pursuant to the Performance Agreement, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated \_\_\_\_\_ (the “Contract”) whereby Seller agreed to sell that certain tract of land more particularly described on Exhibit “A” attached hereto (the “Property”); and

WHEREAS, in connection with the closing of the purchase and sale of the Property, Purchaser has agreed to grant Seller the right to repurchase the Property on the condition set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration paid by Seller to Purchaser, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Unless otherwise expressly provided in this Agreement, capitalized terms used herein shall have the same meanings given to it in the Performance Agreement.
2. Grant of Option. Purchaser hereby grants to Seller an option (the “Option”) to purchase the Property in accordance with the provisions hereof during the Exercise Period (defined below).
3. Exercise Period. Unless sooner terminated pursuant to Section 5 hereof, the Option may only be exercised by written notice from Seller to Purchaser during the thirty (30) day period beginning on June 30, 2024 and ending on July 30, 2024, subject to extension as provided in Article 13 of the Performance Agreement, (such period, the “Exercise Period”).
4. Expiration Date. Unless sooner terminated pursuant to Section 5 hereof, the Option shall automatically expire at 5:00 o’clock p.m. Central time on the date which the Exercise Period expires (the “Expiration Date”), unless prior to the Expiration Date the Option is exercised by Seller.



5. Termination. The Option shall automatically terminate on the date that Purchaser Commences Construction of the Campus and Craftsmasters Headquarters as required by the Performance Agreement (the “Construction Commencement Date”).

6. Purchase Price. The total purchase price (the “Purchase Price”) for the Property shall be the purchase price set forth in Section 2.1 of the Contract, plus any reasonable hard and soft costs actually paid by Purchaser in connection with the construction of improvements made on the Property.

7. Manner of Exercise. The Option may be exercised by Seller during the Exercise Period upon written notice delivered to Purchaser at the address specified in the Performance Agreement, which shall contain a statement by Seller of its election to exercise the Option and shall designate a date and hour of closing (“Notice of Exercise”). Where used herein, the term “Closing” shall mean the event and time at which Seller delivers the Purchase Price as set forth in Section 6 hereof to Purchaser and at which Purchaser re-conveys the Property to Seller by special warranty deed free and clear of all liens and encumbrances, with no title exceptions other than those existing on the date Seller conveyed the Property to Purchase and any easements put in place in connection with Purchaser’s development of the Property, except the lien for ad valorem taxes shall be limited to the year of re-conveyance. Taxes shall be prorated for the year of re-conveyance as of the date of the repurchase. Seller shall be responsible for cost of a title policy insuring fee simple ownership of the Property in Purchaser subject to no exceptions other than as permitted above. All other closing costs shall be pursuant to local custom. The Closing Date so designated by Seller shall be no more than thirty (30) days following the effective date of the Notice of Exercise.

8. Failure to Exercise Option or Failure to Timely Close. If Seller does not exercise the Option as provided herein, or if Seller exercises the Option but fails to complete its acquisition of the Property within thirty (30) days thereafter, the Option shall expire, this Agreement shall be considered null and void, the consideration paid by Seller shall be retained by Purchaser free of all claims of Seller, and neither party shall have any further rights or claims against the other.

9. Remedies Upon Default Following Exercise of Option. In the event, following the effective date of the Notice of Exercise, all conditions of the Option are fully satisfied by Seller and the Purchase Price is tendered and the Option is not consummated through default of Purchaser, Seller may, as its sole and exclusive remedy, elect to either terminate this Agreement or enforce specific performance of this Agreement against Purchaser within thirty (30) days of Purchaser’s default thereof.

10. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

11. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate and words of any gender shall include each other gender where appropriate.



12. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be: (a) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified in the Contract, (b) hand-delivered to the intended addressee, (c) sent by a nationally recognized overnight courier service, (d) sent in another manner permitted hereunder or (e) sent by electronic email. All notices shall be effective upon delivery to the address of the addressee (even if such addressee refuses delivery thereof). The parties hereto may change their addresses by giving notice thereof to the other in conformity with this Section 12.

13. Governing Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the laws of such State shall govern the validity, construction, enforcement and interpretation of this Agreement. Any dispute involving this Agreement shall be resolved in the courts of Johnson County, Texas.

14. Attorneys' Fees. If it shall be necessary for either party to employ an attorney to enforce their respective rights pursuant to this Agreement because of the default of the other party, the defaulting party shall reimburse the non-defaulting party for its reasonable attorneys' fees and associated costs.

15. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable the same as if such invalid or unenforceable provisions had never comprised a part of the Agreement; and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

16. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

17. Time of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement. If the final day of any period of any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of said period or the date of performance shall be extended to the next business day thereafter.

18. Termination of Agreement. Upon the earlier to occur of (i) the Construction Commencement Date or (ii) the Expiration Date, this Agreement shall be null and void and of no further force or effect. Upon request from Purchaser following any such automatic termination, Seller agrees to execute and deliver to Purchaser an instrument formally terminating this Agreement (provided that such obligation shall not affect the automatic termination described in this Section).

[End of text; signature page follows.]



EXECUTED effective as of the date first written above.

**SELLER:**

**BURLESON 4A ECONOMIC  
DEVELOPMENT  
CORPORATION**, a Texas municipal development  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Board President

Date: \_\_\_\_\_, 2023

THE STATE OF TEXAS       §  
  §  
COUNTY OF DALLAS       §

This document was acknowledged before me on the \_\_ day of \_\_\_\_, 2023, by  
\_\_\_\_\_, Board President of Burleson 4A Economic Development Corporation, a  
Texas municipal development corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas  
SEAL:

[Signatures Continue on Following Page]



**PURCHASER:**

**CRAFTMASTERS REAL ESTATE LLC**, a  
Florida limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

THE STATE OF TEXAS           §

§

COUNTY OF DALLAS           §

This document was acknowledged before me on the\_\_ day of \_\_\_\_, 2023, by  
\_\_\_\_\_, \_\_\_\_\_of **CRAFTMASTERS REAL ESTATE LLC**, a Florida  
limited liability company, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas

SEAL:



**Exhibit A**  
**Legal Description of Property**



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## City Council Regular Meeting

**DEPARTMENT:** Economic Development  
**FROM:** Alex Philips, Economic Development Director  
**MEETING:** August 21, 2023

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**SUBJECT:**

Consider approval of a minute order ratifying the 4A Economic Development Corporation Board's action approving a resolution authorizing an unimproved property contract between the Burleson 4A Economic Development Corporation and Craftmasters Real Estate, LLC, purchasing approximately 8 acres in Hooper Business Park in Johnson County, Texas in the amount of \$360,000. (*Staff Contact: Alex Philips, Economic Development Director*)

**SUMMARY:**

Craftmasters is a new for profit trade school that has identified Hooper Business Park for its Campus Headquarters, student experience center, coffee shop and future Headquarters Expansion.

The Burleson 4A Economic Development Corporation and the City Council approved a Performance Agreement with Craftmasters Real Estate, LLC, on June 20, 2023.

Craftmasters and staff have been engaged on the site since January of 2023 and development of their \$150 Million capital investment in Burleson, Texas. The Performance Agreement outlines that Craftmasters to be under contract of Phase 1 and Phase 2 property by August 31, 2023.

- Phase 1 land sale contract is for a 54-acre parcel located in Hooper Business Park with the amount to purchase being \$2,500,000 which is outlined in the Performance Agreement. This contract is set to be closed on or before May 31, 2024 with a down payment of \$125,000. Once Craftmasters receives the \$2,500,000 incentive payment for exceeding the \$4,000,000 in construction expenditures Craftmasters will have 90 days to pay the balance of the land purchase in the amount of \$2,375,000.
- Phase 2 land sale contract is for an approximate 8-acre site located in Hooper Business Park with the amount to purchase being \$360,000 which is outlined in the Performance Agreement and to close and purchase the Phase 2 property by August 31, 2028.



**OPTIONS:**

Approve the Land Sale Contract between the Burleson 4A Economic Development Corporation and Craftmasters.

Deny the Land Sale Contract between the Burleson 4A Economic Development Corporation and Craftmasters.

**RECOMMENDATION:**

Staff recommends approval of the Land Sale Contract between Burleson 4A Economic Development Corporation and Craftmasters.

**PRIOR ACTION/INPUT (Council, Boards, Citizens):**

The Burleson 4A Economic Development Corporation and City Council approved the Performance Agreement on June 20, 2023.

**FISCAL IMPACT:**

**STAFF CONTACT:**

Alex Philips

Economic Development Director

[aphilips@burlesontx.com](mailto:aphilips@burlesontx.com)

817-426-9613



# Economic Development







# Craftmasters



# Development Proposal from Craftmasters

- Craftmasters to purchase 62 acres in 2 phases located in the Hooper Business Park for the campus headquarters, headquarters expansion, coffee shop and student experience center.
- Craftmasters is proposing a corporate campus of construction trade skills with an enrollment of a minimum of 5000 students by 2031, phased in six equal portions over a six-year period beginning 2026. Capital investment would be \$90 million by the 2026 tax year.
- Corporate headquarter expansion of a minimum of 400 new employees with an average wage of \$54,000 by 2031 phased in over a six year period beginning in 2026. The headquarters would add an additional \$25 million in capital investment by the 2029 tax year.
- Design and construct a residential community of at least 100 single-family units on a property in the vicinity as a part of the trade school training program. Capital investment would be \$35 million by the 2033 tax year, phased in six equal portions over a six-year period beginning 2028.



- **Capital investment at full buildout is \$150 Million**





# Craftmasters FTE & Enrollment Build Up



<i>Milestone</i>		<i>*School Opens Fall of '24</i>			<i>*Campus Phase 1-B Completed</i>		<i>*Corporate Headquarters Phase 1</i>
Year		2024	2025	2026	2027	2028	2029
Enrollment - Burleson Campus		1152	3049	3049	4151	6048	6048
Employees - Burleson		109	194	195	294	370	514
Average Salary		\$68,342					

- Campus is the largest phase in size and capital investment
- Average annual salary in Burleson - \$54,000



# Craftmasters Incentive

## Timeline

### Craftmasters Obligations prior to Construction

**August 31, 2023**

Real estate contract executed on the Phase One property which is a 54-acre property in the amount of \$2,500,000 and on the Phase Two Property which is an 8 acre tract in the amount of \$360,000.

**December 31, 2023**

Prospect to complete a pre-development meeting with the city.

**December 1, 2023**

Prospect to submit an application for platting and zoning approval.

**March 31, 2024**

Prospect to submit building plans of at least 190,000 square feet development for the Campus and Craftmasters Headquarters

**May 31, 2024**

Purchase the Phase One 54-acre parcel. Down payment of \$125,000

EDC to pay for additional cost to design, construct or realign the water and sewer infrastructure for their usage up to \$445,000.

Regional detention pond to be constructed offsite for Hooper Business Park up to \$6,500,000.

Within 30 days of the building permit issuance the EDC to provide a cash grant of \$500,000

**4A  
Obligations**



# Craftmasters

- The Burleson 4A Economic Development Corporation and City Council approved the agreement on June 20, 2023.
- The next performance agreement measure is to take action on the Land Sale Contracts.
  - Phase 1 is for approximately 54 acres located in Hooper Business Park in the amount of \$2,500,000.
  - Phase 2 is for approximately 8 acres located in Hooper Business Park in the amount of \$360,000
- Phase 1 to be closed on or before May 31, 2024 with a \$125,000 down payment.
  - Upon paying Campus and Craftmasters Headquarters construction expenditures in an amount exceeding \$4,000,000 the EDC will provide a cash grant of \$2,500,000 within 30 days.
    - **Once the \$2,500,000 incentive has been paid to Craftmasters it would trigger a 90 day period for Craftmasters to pay the balance of the land purchase of \$2,375,000.**
- Phase 2 to be closed on or before August 31, 2028.







## Craftmasters Land Sale Contracts



- Approve the Land Sale Contract for Phase 1 of approximately 54 acres located in Hooper Business Park in the amount of \$2,500,000.
- Deny the Land Sale Contract for Phase 1 of approximately 54 acres located in Hooper Business Park in the amount of \$2,500,000.
- Approve the Land Sale Contract for Phase 2 of approximately 8 acres located in Hooper Business Park in the amount of \$360,000.
- Deny the Land Sale Contract for Phase 2 of approximately 8 acres located in Hooper Business Park in the amount of \$360,000.

**Questions?**

**Staff Recommendation is to approve the contracts with Craftmasters.**



## **CONTRACT OF SALE**

This Contract of Sale (this “Contract”) is entered into by **BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**, a Texas municipal development corporation located in the City of Burleson, Texas (“BEDC” or “Seller”) acting by and through the President of its Board of Directors (“BEDC Board”), and **CRAFTMASTERS REAL ESTATE LLC**, a Florida limited liability company, acting by and through its authorized managers (“Craftmasters” or “Purchaser”).

### **ARTICLE I.**

#### **AGREEMENT OF PURCHASE AND SALE**

**1.1. Agreement of Purchase and Sale.** For the consideration and upon and subject to the terms, provisions and conditions hereinafter set forth, Seller agrees to sell and convey unto Purchaser, and Purchaser agrees to purchase from Seller, that certain tract of land containing approximately 8 acres, more or less, as finally determined by the Survey, and located in the City of Burleson, Johnson County, Texas, as described in the attached Exhibit A and all buildings, fixtures and other improvements, if any, on the land (collectively, the “Land”), together with all and singular the rights, privileges, easements, hereditaments, entitlements and appurtenances of any kind or nature pertaining to the Land, including, but not limited to, any right, title and interest of Seller, if any, in and to (i) any site plans, surveys, soil and substrata studies, and other plans or studies of any kind that relate to the Land; and (ii) any rights pertaining to the Land, including utility service commitments, taps, and connections (collectively, the “Property”).

**1.2. Performance Agreement.** This Contract is made pursuant to that certain Performance Agreement between Seller and Purchaser dated June 30, 2023, attached hereto as Exhibit B and incorporated herein (the “Performance Agreement”). The Performance Agreement contemplates, among other things, the construction by Purchaser of the “Phase Two” improvements, which include, but are not limited to, a business facility that will house the national headquarters of Craftmasters (“Headquarters Expansion”). The Performance Agreement further contemplates scheduled payments by BEDC to Purchaser upon reaching certain milestones set forth in Section 6.03 of the Performance Agreement (each, an “Incentive Payment”).

### **ARTICLE II.**

#### **PURCHASE PRICE**

**2.1. Purchase Price.** Subject to the conditions of this Contract and Section 2.37 of the Performance Agreement, Purchaser agrees to pay Three Hundred Sixty Thousand and No/100 Dollars (\$360,000.00) (the “Purchase Price”). The Purchase Price shall be paid by Purchaser by wire transfer in immediately available federal funds at Closing.

**2.2. Repurchase Option.** An agreement evidencing the existence of a repurchase option and the specific terms thereof (the “Repurchase Option Agreement”) shall be executed and acknowledged by Seller and Purchaser substantially in the form of Exhibit “E” attached hereto and



by reference incorporated herein, and shall be delivered to Seller at the Closing and recorded in the Real Property Records of Johnson County, Texas. Upon Purchaser's request therefor, Seller shall execute and deliver an instrument, in recordable form, confirming, if true, that the Repurchase Option Agreement is no longer in effect.

**2.3. Deed Restriction.** An instrument stipulating that the Property or any portion thereof may not be used as a non-profit school, training academy, or the like for a term of twenty-five years and the specific terms thereof (the "Deed Restriction") shall be executed and acknowledged by Seller and Purchaser and shall be included in the special warranty deed conveying the Property to Purchaser, or by separate instrument and delivered to Seller at the Closing, and recorded in the Real Property Records of Johnson County, Texas. The parties shall negotiate in good faith as to the form and content of the Deed Restriction prior to the end of the Inspection Period.

### ARTICLE III.

#### **PRE-CLOSING OBLIGATIONS AND CONDITIONS**

**3.1. Items to be Delivered by Seller.** Seller shall provide Purchaser with each of the following at Seller's sole cost and expense:

(a) Within seven (7) days after the Effective Date, a current commitment for the issuance of an owner policy of title insurance to Purchaser from Stewart Title Company, Attn: Misty Seay, 201 W Bufford St, Ste 103, Burleson, Texas 76028 (the "Title Company"), including true, correct and legible copies of all instruments referred to in the commitment as conditions or exceptions to title to the Land, including items listed in Schedule C of the commitment (the "Title Commitment");

(b) Within three (3) days after the Effective Date, Seller's existing survey of the Land, if any. Purchaser shall have the right to update or re-certify the existing survey, or obtain a new survey of the Land (the "Survey") at Purchaser's expense. The legal description of the Land contained in the Survey, if different from the description contained in Exhibit A, shall, subject to Purchaser's reasonable approval, be substituted for the description of the Land contained in Exhibit A, and this Contract shall be deemed automatically amended by the substitution of the legal description of the Land contained in the Survey, as a new Exhibit A hereto; and

(c) Within three (3) days after the Effective Date, to the extent they exist, are still valid and are available, Seller agrees specifically to provide Purchaser with, and acknowledges that Purchaser shall be relying on, copies of all agreements, contracts, documents, information, data, studies and reports which affect the Property, including, but not limited to, any plans, drawings, surveys, title policies, title reports, title opinions, title documents, mortgages or deeds of trust, declarations, restrictive covenants, easements, title exceptions, inspection reports, repair reports, traffic studies, utility expense history, environmental reports, geotechnical studies, flood studies, drainage plans, zoning reports, zoning information, oil and gas leases, permits, licenses, tax



statements, litigation or threatened litigation, and a written description of all oral agreements with third parties, if any, affecting the Land or the operation thereof (collectively, the “Property Documents”).

## ARTICLE IV.

### SURVEY AND TITLE REVIEW

**4.1. Title Review Period.** Purchaser shall have a period beginning on the Effective Date and ending thirty (30) days thereafter (the “Title Review Period”) during which to review the state of Seller’s title to the Property. If the Survey or Title Commitment (collectively “Title Documents”) reflects or discloses any defect, exception or other matter affecting the Property that is unacceptable to Purchaser for any reason whatsoever, then, prior to the expiration of the Title Review Period, Purchaser may provide Seller with written notice of its objections and any curative actions or endorsements or modifications to the Title Policy (as hereinafter defined) or Survey that Purchaser requires (the “Title Defect Notice”). Seller shall use its reasonable efforts to remove or cure the objections contained in the Title Defect Notice to Purchaser’s satisfaction; provided, however, regardless of whether Purchaser objects thereto, Seller shall in all events cause to be released at its sole expense all mortgages, deeds of trust and other liens affecting the Property (“Mandatory Cure Items”). Seller shall notify Purchaser in writing (the “Title Cure Notice”), within ten (10) days after Seller’s receipt of the Title Defect Notice, of those matters that Seller will cure and those matters Seller is unable to cure pursuant to its obligations in the immediately preceding sentence. If Seller is unable to cure the objections contained in the Title Defect Notice as of or prior to Closing, Purchaser may, at its option, (i) accept such title as Seller can deliver, or (ii) terminate this Contract by notice in writing to Seller. In the event Purchaser fails to furnish Seller, prior to the expiration of the Title Review Period, either (A) notice that the Title Documents were satisfactory, or (B) a Title Defect Notice, Purchaser shall be deemed to have accepted the status of title as reflected by the Title Documents, except for the Mandatory Cure Items. Should one or more new exceptions arise (as reflected by an updated Title Commitment or updated Survey) after Purchaser has submitted its Title Defect Notice, then Purchaser shall have ten (10) days after Purchaser’s receipt of written notice of the new exception(s) to review and object to such new exception(s), and Seller shall have fifteen (15) days after Seller’s receipt of such objection notice to eliminate such new exception(s) to the satisfaction of Purchaser (but Seller is not obligated to eliminate such new exceptions, other than liens or claims of liens), failing which Purchaser may, within five (5) business days from the end of the fifteen (15) day period, either terminate this Contract or waive any such uncured exceptions (unless such new exception is a lien or claim of lien, which Seller shall be obligated to release and have removed from title). Any title exceptions that are reflected by the Title Documents and that are not objected to by Purchaser or are otherwise waived by Purchaser pursuant to the terms of this Contract shall be considered the “Permitted Exceptions.” In no event shall any Mandatory Cure Items be Permitted Exceptions.

## ARTICLE V.

### INSPECTION PERIOD



**5.1. Inspection Period.** Purchaser shall have a period beginning on the Effective Date and ending ninety (90) days thereafter (the “Inspection Period”) during which to inspect the Property, review the Property Documents and otherwise satisfy contingencies. During the Inspection Period, Purchaser and its agents, contractors and designees shall have the right to enter upon the Land and conduct and prepare any and all tests, investigations, reports, studies, and inspections of the Property that Purchaser deems necessary in its sole discretion for the purchase of the Property, including, but not limited to, environmental, structural, geotechnical, soil, topographical, geological, subsurface, engineering, site planning, feasibility studies, title review, surveys and zoning analysis (collectively, the “Tests”). Seller shall cooperate in good faith with Purchaser and Purchaser’s agents and employees during the Inspection Period, and shall provide Purchaser and Purchaser’s agents and employees’ access to the Property to perform the Tests. Seller hereby agrees to give Purchaser its reasonable cooperation and to confirm when requested by Purchaser, and within Seller’s knowledge, the veracity of the information relied upon by Purchaser. It is acknowledged and agreed by Seller that no examination by Purchaser, its representatives, agents or contractors of the Property or the Property Documents shall be deemed to constitute a waiver or relinquishment on the part of Purchaser of its right to rely on the covenants, representations, warranties or agreements made by Seller in this Contract. If, during the Inspection Period, Purchaser determines that the Property is not suitable for Purchaser’s intended development and use of the Property (as determined by Purchaser in its sole and absolute discretion) or if Purchaser determines for any reason or no reason that it does not desire to purchase the Property, then Purchaser may terminate this Contract by written notice to Seller (“Termination Notice”). If prior to the expiration of the Inspection Period Purchaser delivers the Termination Notice referenced above, this Contract shall terminate, and neither Seller nor Purchaser thereafter shall have any further right or obligation under this Contract unless expressly provided otherwise in this Contract.

## ARTICLE VI.

### **REPRESENTATIONS, WARRANTIES,**

### **COVENANTS AND AGREEMENTS OF SELLER**

**6.1. Representations and Warranties.** In order to induce Purchaser to enter into this Contract, Seller makes the following warranties and representations, which shall be true and correct as of the Effective Date and on the Closing Date:

(a) Seller has full capacity, right, power and authority to execute and deliver this Agreement and to perform all its obligations hereunder, and all consents and approvals have been obtained, and all other actions have been taken, in connection therewith. The individuals signing this Agreement on behalf of Seller have been duly authorized to sign the same on behalf of Seller.

(b) This Agreement is binding upon and enforceable against Seller in accordance with its respective terms.



(c) The execution and delivery by Seller, and the performance by Seller of all of the terms, of this Agreement, will not violate (i) any of the governing documents of Seller, (ii) any judgment, order, injunction, decree, law, regulation or ruling of any court or governmental agency, or (iii) any agreement to which Seller is a party or to which Seller or the Property is subject.

(d) Seller is a “United States person” within the meaning of Sections 1445(f)(3) and 7701(a)(30) of the Internal Revenue Code of 1986, as amended.

(e) Neither Seller nor its governing persons are in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto.

(f) There are no pending actions, suits, arbitrations, claims, proceedings or investigations against or affecting the Property or Seller’s right to sell the Property, and to Seller’s actual knowledge, none are threatened.

(g) No judgments, orders, writs, injunctions or decrees of any court or governmental agency have been entered against Seller which have not been satisfied or released, and under or subject to which Seller is operating the Property.

(h) Seller is the sole owner of the Property. Seller has not entered into any currently binding contracts for the sale of, and no person or entity has any option or any other rights to purchase, all or any portion of the Property.

(i) There are no oral or written leases, licenses, rental agreements or occupancy agreements of any kind granting any right to the use or occupancy of all or any portion of the Land.

(j) There are no oral or written contracts or agreements regarding all or any portion of the Land, including any for the management, operation, repair or construction of the Land, including, without limitation, any service contracts, maintenance contracts, cleaning contracts, construction contracts, commission agreements, and contracts for the purchase or delivery of labor, services, materials, goods, inventory or supplies, equipment rental agreements, excluding this Agreement.

(k) Seller does not currently pay any taxes or assessments on the Property. The Property, however, is not presently assessed for ad valorem tax purposes under a special appraisal method for valuation which would result in “roll back” taxes following a change in use by Purchaser (“Roll Back Taxes”).

(l) The Property is not in violation of any applicable laws.

**6.2. Covenants and Agreements.** Prior to Closing, Seller covenants and agrees as follows:



(a) Seller shall give Purchaser and Purchaser's agents, representatives, contractors and designees full access to the Property in order to make such inspections, surveys, test borings, soil analyses and other tests and surveys thereon as Purchaser, in its sole discretion, shall deem advisable. Seller shall furnish Purchaser such additional information concerning the ownership, management, operation and the condition of the Property as Purchaser may reasonably request. The cost and expenses of Purchaser's investigation shall be borne solely by Purchaser. Purchaser shall indemnify and hold Seller harmless for any property damage or injury caused by Purchaser in connection with such inspections and tests, and this provision shall survive the termination or closing of this Contract;

(b) From and after the date hereof, Seller shall not (i) perform any grading or excavation, construction or removal of any improvement or make any other change or improvement upon or about the Property, (ii) create or incur, or suffer to exist, any mortgage, lien, pledge or other encumbrance in any way affecting the Property, other than the lien for taxes not yet due and payable and existing liens to be released at the Closing, (iii) commit any waste or nuisance upon the Property, or (iv) impose any easements, covenants, conditions or restrictions on the Property or institute or participate in any annexation, zoning, platting, dedication or other governmental action regarding the Property;

(c) Notwithstanding any other provisions contained herein, Seller, from the Purchase Price proceeds or otherwise, shall pay and discharge all liens against the Property other than the lien for current taxes which are not yet due and payable such that title to the Property will be conveyed to Purchaser free and clear of all liens other than the lien for current taxes which are not yet due and payable;

(d) Seller shall not, without the prior written consent of Purchaser, enter into, transfer, encumber, amend, extend, modify or in any way alter any lease, contract or agreement which affects the Property;

(e) Seller will cause the Property to be maintained and operated in a good manner in accordance with the manner as is being conducted at the time of execution hereof and in compliance with all applicable laws, rules and regulations, restrictive covenants and zoning ordinances. Seller will not use or occupy, or allow the use or occupancy of, the Property in any manner which violates any applicable laws, rules and regulations, restrictive covenants and zoning ordinances or which constitutes waste or a public or private nuisance or which makes void, voidable or cancelable, or increases the premium of, any insurance then in force with respect thereto. Seller will not permit the introduction or storage of any pollutants on the Land. Seller will not do or suffer to be done any act whereby the value of any part of the Property may be materially lessened;

(f) Seller will advise Purchaser promptly of any change in any applicable laws, regulations, restrictions, rulings, or orders which might affect the value or use of the Property by Purchaser of which Seller obtains knowledge. Seller will also advise



Purchaser promptly of any litigation, arbitration or administrative hearing concerning or affecting the Property of which Seller obtains knowledge;

(g) Seller will not take any action or omit to take any action, which action or omission would have the effect of violating any of the representations and warranties of Seller contained in the Contract;

(h) Seller shall promptly furnish Purchaser with any and all notices concerning the Property that Seller receives from any and all appraisal districts, taxing authorities or any other governmental entities or of any litigation, arbitration or administrative hearing concerning the Property and any other material changes prior to Closing in any of the facts reflected in any statements, certificates, schedules, or other documents or any representation or warranties made or furnished by Seller in connection with this transaction. This covenant shall survive the Closing; and

(i) In the event the Property is subject to any deed restrictions or restrictive covenants of any kind (“CCRs”), Seller shall diligently cooperate with and assist Purchaser in obtaining from all appropriate parties to the CCRs, including any owner association, any consents, approvals and/or estoppels requested by Purchaser.

## **ARTICLE VII.**

### **CONDITIONS PRECEDENT TO CLOSING/CONDEMNATION**

**7.1. Conditions Precedent to Purchaser’s Performance.** The obligation of Purchaser to close the transaction described in this Contract, unless waived in writing by Purchaser, shall be subject to the following conditions precedent:

(a) All the representations and warranties of Seller set forth in this Contract shall be true and correct as of the date hereof and on the Closing Date;

(b) Seller shall not have, on or prior to the Closing Date, failed to meet, comply with or perform any covenants or agreements of Seller required by the terms of this Contract or the Performance Agreement;

(c) There shall be no change in the matters reflected on the Title Commitment or Survey from those matters appearing therein on the date of the expiration of the Inspection Period (except those changes requested by Purchaser in its Title Defect Notice);

(d) The environmental condition of the Property on the Closing Date shall not be substantially and adversely changed from what existed on the earlier of (i) the effective date of any environmental report obtained by Purchaser and (ii) the expiration of the Inspection Period; and

(e) On the date of Closing, there shall be no litigation pending or threatened, seeking (i) to enjoin the consummation of the sale and purchase hereunder, (ii) to recover



title to the Property, or any part thereof or any interest therein, (iii) to increase substantially ad valorem taxes theretofore or thereafter assessed against the Land for which Purchaser will be liable, or (iv) to enjoin the violation of any law, rule, regulation, restrictive covenant or zoning ordinance that may be applicable to the Land.

In the event that any of the above conditions are not satisfied or waived in writing by Purchaser on or prior to the Closing Date, Purchaser may terminate this Contract by delivery of a written termination notice to Seller on or before the Closing Date, in which event of termination neither party thereafter shall have any further rights or obligations to each other under this Contract.

**7.2. Condemnation.** If prior to the Closing, condemnation proceedings are noticed or commenced with respect to any portion of the Property, Purchaser may terminate this Contract by delivering a written termination notice to Seller prior to the Closing Date. Prior to Purchaser terminating this Contract or if Purchaser does not terminate this Contract, both the Seller and the Purchaser, by their respective attorneys, shall have the right to appear and to defend their interests in the Property in such condemnation proceedings, and any award in condemnation prior to Closing shall become the property of Seller, and the Purchase Price shall be reduced by an amount equal to the greater of: (a) the condemnation award; or (b) per square foot Purchase Price specified in Section 2.1 multiplied by the number of gross square footage of land in the Property lost in such condemnation (or conveyance in lieu of such condemnation; provided, however, Seller shall make no conveyance in lieu of condemnation without Purchaser's prior written consent). In the event of such termination, neither party shall have any further liability to the other under this Contract unless expressly provided otherwise in this Contract. If Purchaser does not terminate this Contract and proceeds to close prior to the condemnation award being made, Purchaser shall be entitled to all condemnation awards or awards in lieu of condemnation.

## ARTICLE VIII.

### CLOSING

**8.1. Time and Place.** The sale and purchase of the Property shall be consummated at a closing (the "Closing") to be held at the offices of the Title Company. The Closing shall occur on August 31, 2028 (the "Closing Date"), or on an earlier date designated by Purchaser in writing (provided that Purchaser gives Seller at least five (5) business days advance written notice of such earlier designated date).

**8.2. Items to be Delivered by Seller at the Closing.** At the Closing, Seller shall deliver or cause to be delivered to Purchaser, at Seller's sole cost and expense, each of the following items:

(a) a special warranty deed ("Deed") duly executed and acknowledged by Seller, in the form of Exhibit C attached hereto and incorporated herein by reference, granting, conveying and warranting unto Purchaser good and indefeasible fee simple absolute title to the Land, free and clear of any liens, encumbrances, easements or other



matters affecting title to the Property except the Permitted Exceptions and Deed Restriction;

(b) a general assignment (the “General Assignment”), duly executed, of any and all rights of Seller in and to all portions of the Property not conveyed by the Deed, fully executed and acknowledged by Seller. Such assignment shall be in the form of Exhibit D attached hereto;

(c) The Repurchase Option Agreement duly executed by Seller, in the form of Exhibit E attached hereto;

(d) an Owner’s Policy of Title Insurance with such endorsements and modifications as Purchaser has requested in the Title Defect Notice, including the T-19 restrictions, encroachments, mineral endorsement and such other endorsements as Purchaser may request (the “Title Policy”) issued by the Title Company on the standard forms in use in the State of Texas, insuring good and indefeasible fee simple title to the Land in the Purchaser in a face amount equal to the Purchase Price and containing no exceptions except the Permitted Exceptions and the standard printed exceptions therein, except:

(i) the exception relating to restrictions against the Property shall be endorsed by the Title Company to read “none of record,” except for such restrictions as may be included in the Permitted Exceptions;

(ii) the exception relating to discrepancies, conflicts or shortages in area or boundary lines or any encroachment or overlapping of improvements which a survey might show shall be deleted except for “shortages in area”;

(iii) the blank in the taxes exception shall show the year of the Closing, and the taxes exception shall be endorsed “not yet due and payable”, and the tax exception shall be additionally subject to taxes for subsequent years, subsequent assessments for prior years due to change in land usage or ownership and any standby fees applicable to the Property; and

(iv) any liens imposed on the Property as the result of any financing incurred by Purchaser to purchase the Property.

(e) An affidavit that there are no parties in possession of the Property in form acceptable to Purchaser and any other affidavit required by the Title Company to close this Contract and issue the Title Policy;

(f) Such evidence or other documents that may be reasonably required by Purchaser or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of the Seller in connection with the sale of the Property;



(g) An affidavit in compliance with Section 1445 of the Internal Revenue Code and applicable regulations stating, under penalty of perjury, Seller's United States taxpayer identification number and that Seller is not a "foreign person" as that term is defined in Section 1445; and

(h) The Deed Restriction duly executed by Seller.

**8.3. Items to be Delivered by Purchaser at the Closing.** At the Closing, Purchaser, at Purchaser's expense, shall deliver to Seller the Purchase Price as set forth in Section 2.1, the General Assignment, the Repurchase Option Agreement referenced in Section 2.2, and the Deed Restriction referenced in Section 2.3, each duly executed.

**8.4. Adjustments and Prorations; Allocation of Costs.** At Closing, the following items shall be adjusted or prorated between Seller and Purchaser:

(a) Seller does not pay real estate taxes and assessments for the Property ("Real Estate Taxes"); however, if Real Estate Taxes are assessed against the Property for the year in which Closing occurs, then Seller and Purchaser agree to prorate, notwithstanding that Purchaser may be solely responsible for payment of the Real Estate Taxes after Closing, calculated as follows:

(i) If the Closing occurs before the amount of actual Real Estate Taxes for the calendar year in which the Closing occurs may be determined ("Current Year Taxes"), then there shall be a credit at the Closing in favor of Purchaser against the Purchase Price in an amount equal to the amount of Real Estate Taxes estimated ("Estimated Current Year Taxes") using the most recently assessed value of and promulgated tax rate for the Property prior to the Closing, multiplied by a fraction, the numerator of which is the number of days from and including January 1, to and including the day immediately preceding the date on which the Closing occurred, and the denominator of which is 365.

(ii) If the actual amount of Current Year Taxes to be paid by Purchaser are not determined until after Closing, then within thirty (30) days following receipt of the actual tax bill, Seller and Purchaser will reconcile to the credit already given Purchaser at Closing and Purchaser will pay to Seller the amount of any credit in excess of the prorated Current Year Taxes allocable to Seller or Seller shall reimburse to Purchaser any additional amount allocable to Seller of Current Year Taxes in excess of the amount credited to Purchaser at Closing.

(iii) If the Current Year Taxes charged to Purchaser after Closing are prorated so that no portion is allocable to the period prior to the Closing Date, then Purchaser shall not receive any credit at Closing nor will Seller have any further obligation for Current Year Taxes.

(iv) Seller shall be responsible for the payment of all Roll Back Taxes in full, if any.



(b) Seller agrees to pay the premium for the standard Texas Title Policy; the cost of preparing and recording the Deed, the Repurchase Option Agreement, the Deed Restriction, and any releases and other documents necessary to convey the Property in accordance with this Contract, as well as the other documents to be recorded as provided in this Contract; one half (1/2) of any escrow or closing fee charged by the Title Company; and any other similar closing costs customarily paid by a Seller of real property in Johnson County, Texas;

(c) Purchaser agrees to pay the costs of re-surveying or of the Survey, any Title Policy endorsements other than those issued in the issuance of the "Standard Texas Title Policy", one half (1/2) of any escrow or closing fee charged by the Title Company; and any other similar closing costs customarily paid by a Purchaser of real property in Johnson County, Texas; and

(d) The agreements as to prorations, payment of taxes, and adjustments in this Section 8.4 shall survive the Closing. In the event, subsequent to Closing, that any adjustments made at the Closing pursuant to this Section 8.4 are found to be erroneous, then either party hereto who is entitled to additional monies shall invoice the other party for such additional amounts as may be owing, and such amounts shall be paid within ten (10) days from receipt of the invoice. Any amounts due and owing which are not paid within fifteen (15) days after receipt of the invoice therefor shall bear interest at the maximum lawful rate from such 15th day until paid.

**8.5. Right to Possession.** At the Closing, Purchaser shall have full and unrestricted right to possession of the Property and Seller will do such acts, execute such instruments and take such action as may be appropriate or required to assure to Purchaser uninterrupted and full possession of the Property immediately following the Closing.

## ARTICLE IX.

### **REMEDIES UPON DEFAULT**

**9.1. Default by Seller.** In the event that Seller fails to comply with any condition, covenant or obligation it has hereunder, and such failure continues for a period of five (5) days after written notice to Seller, such failure shall be an event of default and Purchaser's sole remedy shall be to either (i) enforce specific performance or (ii) terminate this Contract by giving written notice thereof to Seller, whereupon neither party shall have any further rights or obligations under this Contract unless expressly provided otherwise in this Contract.

**9.2. Default by Purchaser.** In the event all conditions of this Contract are satisfied and all covenants and agreements to be performed by Seller prior to Closing are fully performed, and in the event that performance of this Contract is fully tendered by Seller and the sale is not consummated through default by Purchaser, and such default continues for a period of five (5) days after written notice to Purchaser, then Seller's sole and exclusive remedy shall be to



terminate this Contract by giving written notice thereof to Purchaser, whereupon neither party hereto shall have any further rights or obligations under this Contract. Notwithstanding anything to the contrary contained herein, in no event shall Seller be entitled to demand from Purchaser the repayment of any Incentive Payments, except as expressly set forth in Article 8 of the Performance Agreement.

**9.3. Effect of Termination.**

(a) In the event this Contract is terminated in accordance with the terms hereof, then, without further action by either party, the Performance Agreement shall automatically terminate and neither party will have duties or obligations to the other under the Performance Agreement, except for those that expressly survive termination thereof.

(b) In the event the Performance Agreement is terminated in accordance with the terms thereof, then, without further action by either party, this Contract shall automatically terminate and neither party will have duties or obligations to the other under this Contract, except for those that expressly survive termination thereof.

**ARTICLE X.**

**MISCELLANEOUS**

**10.1. Notices.** All notices, demands or other communications given in connection with or required under this Contract must be in writing and delivered to the person to whom it is directed; notices, demands or other communications not given in the manner set forth in this Section 10.1 shall be void and of no effect. Notices, demands or other communications may be given by hand delivery, delivery service or by email. Any notice, demand or other communication given by certified mail, return receipt requested, shall be deemed to have been given and received upon deposit thereof (with proper postage affixed and addressed to the party to be notified as provided herein) with a post office or other depository under the care or custody of the United States Postal Service. Any notice, demand or other communication given by means other than certified mail, return receipt requested, shall be deemed to have been given and received when actually delivered to the below stated address of the party to whom it is addressed. All notices, demands and other communications shall be given to the parties hereto at the following addresses:

Purchaser:	Craftmasters Real Estate LLC c/o Craftmasters, LLC 123 Garfield Ave. Winter Park, FL 32789 Attention: Brad Thompson Justin Bond Email: brad@craftmasters.com justin@radev.biz
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Copies to: Jackson Walker LLP  
Attention: Bill Dahlstrom  
Miguel Ortiz  
2323 Ross Avenue, Suite 600  
Dallas, Texas 75201  
Email: wdahlstrom@jw.com  
mortiz@jw.com

Seller: Burleson 4A Economic Development Corporation  
Attn: Economic Development Director  
141 West Renfro  
Burleson, Texas 76028

Copies to: Betsy Elam  
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.  
6000 Western Place  
Suite 200  
Fort Worth, Texas 76107

Any party entitled to receive notices hereunder may change the address for notice specified above by giving the other parties entitled to receive notices hereunder ten days' advance written notice of such change of address.

**10.2. Contract to Survive.** Any and all representations, warranties, covenants and agreements contained herein shall not be deemed to be merged into or waived by the instruments of the Closing but shall expressly survive the Closing.

**10.3. Binding Contract; Assignment.** This Contract shall be binding upon and inure to the benefit of the successors and assigns of the Parties. This Contract may be assigned in whole to any a parent company or wholly owned subsidiary entity that directly controls, is controlled by, or is under common control with Craftmasters (an "Affiliate") without the prior written consent of the BEDC. This Contract shall not be assigned in whole or in part to any non-Affiliate without the prior written consent of the BEDC Board and ratification by the City Council of the City of Burleson ("City Council"), which consent shall not be unreasonably withheld if the assignee demonstrates the financial ability to perform in the reasonable judgment of the BEDC Board and City Council. Each assignment shall be in writing executed by Craftmasters and the assignee and shall obligate the assignee to be bound by this Contract to the extent this Contract applies or relates to the obligations, rights, title or interests being assigned. No assignment by Craftmasters shall release Craftmasters from any liability that resulted from an act or omission by Craftmasters that occurred prior to the effective date of the assignment unless the BEDC approves the release in writing. Craftmasters shall maintain written records of all assignments made by Craftmasters to assignee, including a copy of each executed assignment and the assignee's notice information as required by this Contract, and, upon written request from the BEDC, any party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning party's sale, assignment, transfer or other conveyance of any interest in this Contract or the Property. The BEDC shall not be



required to make any representations with respect to any assignment and shall not be required to consent to an assignment to an Affiliate.

**10.4. Interpretation and Applicable Law.** This Contract shall be construed and interpreted in accordance with the laws of the State of Texas. Where required for proper interpretation, words in the singular shall include the plural, and the masculine gender shall include the neuter and the feminine, and vice versa. The descriptive headings of the several articles, sections and paragraphs contained in this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof. The term “including,” and compounds of the word “include,” when preceding a list shall be deemed to mean “including but not limited to.” If the final day of any period or any date of performance under this Contract falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday. Jurisdiction to adjudicate any provision, term, and or breach of this Contract shall be exclusively in State Court in Johnson County Texas, the County in which the Property is located.

**10.5. Amendment.** Except as provided above with respect to the automatically substituted Exhibit A Land description, this Contract may not be modified or amended, except by an agreement in writing signed by the Seller and the Purchaser. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

**10.6. Attorneys’ Fees.** In the event either party files a lawsuit in connection with this Contract or any provisions contained herein, then the party that prevails in such action shall be entitled to recover from the non-prevailing party, in addition to all other remedies or damages as limited herein, reasonable attorneys’ fees and costs of court incurred in such lawsuit. This provision shall survive the termination or Closing of this Contract.

**10.7. Entire Agreement.** This Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. Unless set forth in this Contract, no representations, warranties, covenants, agreements or conditions shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract.

**10.8. Miscellaneous.** This Contract may be executed in two or more separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Contract that are transmitted by fax, pdf or tif format shall be deemed effective for all purposes. If, pursuant to this Contract, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term “holiday” shall mean any day on which state or national banks are not open for business in the State of Texas. The “Effective Date” of this Contract shall be the date on which it is fully executed by the last of Seller or Purchaser. In case any one or more of the provisions contained in this Contract shall for any reason be held to



be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Seller shall not, without the prior written consent of Purchaser, disclose to any person or party (except those persons or parties incidentally involved herein) the economic terms of this Contract or the identity of Purchaser. This covenant shall survive the Closing or termination of this Contract.

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**SELLER:**

**BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**, a Texas municipal development corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Board President

Date: \_\_\_\_\_, 2023



**PURCHASER:**

**CRAFTMASTERS REAL ESTATE LLC**, a  
Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2023

Exhibit A: Land Description  
Exhibit B: Performance Agreement  
Exhibit C: Form of Deed  
Exhibit D: Assignment  
Exhibit E: Form of Repurchase Option Agreement



**EXHIBIT A**

**LEGAL DESCRIPTION OF LAND**

[To be added]



**EXHIBIT B**  
**PERFORMANCE AGREEMENT**

[To be added]



## EXHIBIT C

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

# SPECIAL WARRANTY DEED

THE STATE OF TEXAS               §  
COUNTY OF \_\_\_\_\_ §

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, \_\_\_\_\_, (“Grantor”), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration to the undersigned in hand paid to Grantor by \_\_\_\_\_, (“Grantee”) whether one or more, whose mailing address is \_\_\_\_\_, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Grantee, the real property described on Exhibit “A” attached hereto and made a part hereof for all purposes, along with any and all buildings, fixtures and other improvements located thereupon, and together with and singular the rights, privileges, easements, hereditaments, entitlements and appurtenances of any kind or nature pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to any site plans, surveys, soil and substrata studies, and other plans or studies of any kind that relate thereto, and any including utility service commitments, taps, and connections (collectively, the “Property”).

**TO HAVE AND TO HOLD** the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns, to **WARRANT AND FOREVER DEFEND**, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

This conveyance is being made by Grantor and accepted by Grantee subject only to those certain title exceptions and other matters set forth in Exhibit “B” (the “Permitted Exceptions”) attached hereto and made a part hereof for all purposes, but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property, and without re-imposing same.



EXECUTED to be effective the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by \_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

After Recording, Return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_







Assignee does not assume, and Assignor shall continue to be responsible for, any and all obligations and liabilities with respect to the Assigned Properties that accrued prior to this Assignment.

2. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3. Counterparts. This Assignment may be executed in a number of identical counterparts (including via facsimile), each of which shall be deemed an original.

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed effective as of the Effective Date.

**ASSIGNOR:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## **EXHIBIT E**

### **FORM OF REPURCHASE OPTION AGREEMENT**

This Repurchase Option Agreement (herein called "Agreement") is dated as of \_\_\_\_\_ and made and entered into by and between **BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**, a Texas municipal development corporation ("Seller") and **CRAFTMASTERS REAL ESTATE LLC**, a Florida limited liability company ("Purchaser") upon the terms and conditions set forth herein:

#### **WITNESSETH:**

WHEREAS, Seller and Purchaser entered into that certain Performance Agreement Between the Burleson 4A Economic Development Corporation and Craftsmasters dated June 30, 2023 (the "Performance Agreement");

WHEREAS, pursuant to the Performance Agreement, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated \_\_\_\_\_ (the "Contract") whereby Seller agreed to sell that certain tract of land more particularly described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, in connection with the closing of the purchase and sale of the Property, Purchaser has agreed to grant Seller the right to repurchase the Property on the condition set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration paid by Seller to Purchaser, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Unless otherwise expressly provided in this Agreement, capitalized terms used herein shall have the same meanings given to it in the Performance Agreement.

2. Grant of Option. Purchaser hereby grants to Seller an option (the "Option") to purchase the Property in accordance with the provisions hereof during the Exercise Period (defined below).

3. Exercise Period. Unless sooner terminated pursuant to Section 5 hereof, the Option may only be exercised by written notice from Seller to Purchaser during the thirty (30) day period beginning on September 30, 2028 and ending on October 30, 2028, subject to extension as provided in Article 13 of the Performance Agreement, (such period, the "Exercise Period").

4. Expiration Date. Unless sooner terminated pursuant to Section 5 hereof, the Option shall automatically expire at 5:00 o'clock p.m. Central time on the date which the



Exercise Period expires ( the “Expiration Date”), unless prior to the Expiration Date the Option is exercised by Seller.

5. Termination. The Option shall automatically terminate on the date that Purchaser Commences Construction of the Headquarters Expansion as required by the Performance Agreement (the “Construction Commencement Date”).

6. Purchase Price. The total purchase price (the “Purchase Price”) for the Property shall be the purchase price set forth in Section 2.1 of the Contract, plus any reasonable hard and soft costs actually paid by Purchaser in connection with the construction of improvements made on the Property.

7. Manner of Exercise. The Option may be exercised by Seller during the Exercise Period upon written notice delivered to Purchaser at the address specified in the Performance Agreement, which shall contain a statement by Seller of its election to exercise the Option and shall designate a date and hour of closing (“Notice of Exercise”). Where used herein, the term “Closing” shall mean the event and time at which Seller delivers the Purchase Price as set forth in Section 6 hereof to Purchaser and at which Purchaser re-conveys the Property to Seller by special warranty deed free and clear of all liens and encumbrances, with no title exceptions other than those existing on the date Seller conveyed the Property to Purchase and any easements put in place in connection with Purchaser’s development of the Property, except the lien for ad valorem taxes shall be limited to the year of re-conveyance. Taxes shall be prorated for the year of re-conveyance as of the date of the repurchase. Seller shall be responsible for cost of a title policy insuring fee simple ownership of the Property in Purchaser subject to no exceptions other than as permitted above. All other closing costs shall be pursuant to local custom. The Closing Date so designated by Seller shall be no more than thirty (30) days following the effective date of the Notice of Exercise.

8. Failure to Exercise Option or Failure to Timely Close. If Seller does not exercise the Option as provided herein, or if Seller exercises the Option but fails to complete its acquisition of the Property within thirty (30) days thereafter, the Option shall expire, this Agreement shall be considered null and void, the consideration paid by Seller shall be retained by Purchaser free of all claims of Seller, and neither party shall have any further rights or claims against the other.

9. Remedies Upon Default Following Exercise of Option. In the event, following the effective date of the Notice of Exercise, all conditions of the Option are fully satisfied by Seller and the Purchase Price is tendered and the Option is not consummated through default of Purchaser, Seller may, as its sole and exclusive remedy, elect to either terminate this Agreement or enforce specific performance of this Agreement against Purchaser within thirty (30) days of Purchaser’s default thereof.

10. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.



11. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate and words of any gender shall include each other gender where appropriate.

12. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be: (a) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified in the Contract, (b) hand-delivered to the intended addressee, (c) sent by a nationally recognized overnight courier service, (d) sent in another manner permitted hereunder or (e) sent by electronic email. All notices shall be effective upon delivery to the address of the addressee (even if such addressee refuses delivery thereof). The parties hereto may change their addresses by giving notice thereof to the other in conformity with this Section 12.

13. Governing Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the laws of such State shall govern the validity, construction, enforcement and interpretation of this Agreement. Any dispute involving this Agreement shall be resolved in the courts of Johnson County, Texas.

14. Attorneys' Fees. If it shall be necessary for either party to employ an attorney to enforce their respective rights pursuant to this Agreement because of the default of the other party, the defaulting party shall reimburse the non-defaulting party for its reasonable attorneys' fees and associated costs.

15. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable the same as if such invalid or unenforceable provisions had never comprised a part of the Agreement; and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

16. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

17. Time of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement. If the final day of any period of any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of said period or the date of performance shall be extended to the next business day thereafter.

18. Termination of Agreement. Upon the earlier to occur of (i) the Construction Commencement Date or (ii) the Expiration Date, this Agreement shall be null and void and of no further force or effect. Upon request from Purchaser following any such automatic termination, Seller agrees to execute and deliver to Purchaser an instrument formally terminating this



Agreement (provided that such obligation shall not affect the automatic termination described in this Section).

[End of text; signature page follows.]



EXECUTED effective as of the date first written above.

**SELLER:**

**BURLESON 4A ECONOMIC  
DEVELOPMENT  
CORPORATION**, a Texas municipal development  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Board President

Date: \_\_\_\_\_

THE STATE OF TEXAS           §

§

COUNTY OF DALLAS           §

This document was acknowledged before me on the \_\_ day of \_\_\_\_, \_\_\_\_, by  
\_\_\_\_\_, Board President of Burleson 4A Economic Development Corporation, a  
Texas municipal development corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

SEAL:

[Signatures Continue on Following Page]



**PURCHASER:**

**CRAFTMASTERS REAL ESTATE LLC**, a  
Florida limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

THE STATE OF TEXAS           §

§

COUNTY OF DALLAS           §

This document was acknowledged before me on the\_\_ day of \_\_\_\_, \_\_\_\_, by  
\_\_\_\_\_, \_\_\_\_\_of **CRAFTMASTERS REAL ESTATE LLC**, a Florida  
limited liability company, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas

SEAL:



**Exhibit A**  
**Legal Description of Property**



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## City Council Regular Meeting

**DEPARTMENT:** Legal & Purchasing

**FROM:** Matt Ribitzki, Deputy City Attorney/Compliance Manager

**MEETING:** August 21, 2023

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**SUBJECT:**

Consider approval of an ordinance approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp., Mid-Tex Division regarding the company's 2023 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; and requiring the company to reimburse ACSC's reasonable ratemaking expenses. (First Reading) *(Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*

**SUMMARY:**

**INTRO**

The City of Burleson, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). ACSC undertakes activities on behalf of its city members and their citizens, including participation in rate cases. The City has been a longtime member of ACSC, and in 2022 passed a resolution to continue its membership.

**2023 ATMOS RATE REQUEST**

In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

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



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

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

## **RATE TARIFFS**

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

## **MONTHLY BILL IMPACT**

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

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

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

## **RRM SAVINGS OVER GRIP**

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR.



### Comparison to Other Mid-Tex Rates (Residential)

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

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

### CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$165.9 million in additional system-wide revenues, the RRM settlement at \$142 million for ACSC members reflects substantial savings to ACSC cities. Settlement at \$142 million is fair and reasonable.

The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the ordinance before September 30, 2023. New rates become effective October 1, 2023.

### OPTIONS:

- 1) Approve the ordinance; or
- 2) Deny the ordinance.

### RECOMMENDATION:

Approve the ordinance

### PRIOR ACTION/INPUT (Council, Boards, Citizens):

n/a

### FISCAL IMPACT:

n/a

### STAFF CONTACT:

Matt Ribitzki  
Deputy City Attorney/Compliance Manager  
[mribitzki@burlesontx.com](mailto:mribitzki@burlesontx.com)  
817-426-9664







# Ordinance Approving the Settlement Agreement Between the Atmos Cities Steering Committee and Atmos

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PRESENTED TO THE CITY COUNCIL ON  
AUGUST 21, 2023



# Atmos Settlement Agreement

- The City is a regulatory authority over Atmos Energy Corp., Mid-Tex Division with an interest in the rates and charges of Atmos
- The City has been a longtime member of the Atmos Cities Steering Committee
- ACSC is a coalition of 181 other cities that undertakes activities on behalf of its city members and their citizens, including participation in rate cases
- On March 31, 2023, Atmos filed a rate request pursuant to the rate review process requesting additional system-wide revenues of \$165.9 million
- After discovery and several meetings, ACSC and Atmos agreed to settle the case for \$142 million, a reduction of \$23.9 million



# Atmos Settlement Agreement

- The impact of the settlement on average residential usage is an increase of \$6.47 on a monthly basis, or 7.31%
- The impact of the settlement on average commercial usage is an increase of \$24.72 on a monthly basis, or 5.19%
- ACSC believes the \$142 settlement is fair and reasonable
- The ACSC Executive Committee urges all ACSC members to pass an ordinance approving the settlement before September 30, 2023
- New rates will become effective October 1, 2023



# Atmos Settlement Agreement

## Action Requested:

- Approve an ordinance approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp., Mid-Tex Division regarding the company's 2023 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; and requiring the company to reimburse ACSC's reasonable ratemaking expenses.
- Staff recommends approval



## ORDINANCE

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.**

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

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

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the



Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

**Section 10.** That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2023.

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



DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
BURLESON, TEXAS, BY A VOTE OF \_\_\_\_ TO \_\_\_\_, ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_  
\_\_\_\_\_, 2023.

\_\_\_\_\_  
Chris Fletcher, Mayor

ATTEST:

\_\_\_\_\_  
Amanda Campos, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney



## Attachment 1



**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

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

**Application**

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

**Type of Service**

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

**Monthly Rate**

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

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

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

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

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

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

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

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

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

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

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



**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

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

**Application**

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

**Type of Service**

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

**Monthly Rate**

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

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

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

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

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

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

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

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

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

**Presumption of Plant Protection Level**

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

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

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



**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

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

**Application**

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

**Type of Service**

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

**Monthly Rate**

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

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

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

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

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

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

**Curtailment Overpull Fee**

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

**Replacement Index**

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

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



**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

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

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

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

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

**Special Conditions**

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

**Presumption of Plant Protection Level**

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



**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

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

**Application**

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

**Type of Service**

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

**Monthly Rate**

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

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

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

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

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

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

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

**Imbalance Fees**

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

**Monthly Imbalance Fees**

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



**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

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

**Curtailment Overpull Fee**

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

**Replacement Index**

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

**Agreement**

A transportation agreement is required.

**Notice**

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

**Special Conditions**

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



**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

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

Provisions for Adjustment

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

Computation of Weather Normalization Adjustment

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

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

Where

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

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

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

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



**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

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

Base Use/Heat Use Factors

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

Weather Normalization Adjustment (WNA) Report

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



## Attachment 2



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

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



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## City Council Regular Meeting

**DEPARTMENT:** City Manager's Office  
**FROM:** Martin Avila, Finance Director  
**MEETING:** August 21, 2023

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**SUBJECT:**

Consider and take action on an ordinance for the sale and issuance of the City of Burleson, Texas General Obligation Bonds, Series 2023 not to exceed \$9,447,547, including issuance cost. *(First and Final Reading) (Staff Presenter: Martin Avila, Director of Finance)*

**SUMMARY:**

The General Obligation Bonds Series 2023 in the amount not to exceed \$9,447,547 including issue cost are part of the \$86,005,000 bond program approved by the voters on May 7, 2022. The bonds will be issued for design and improvements of projects approved in the bond program.

**OPTIONS:**

Approve Ordinance or Not Approve Ordinance

**RECOMMENDATION:**

Approve Ordinance for issuance of bonds

**PRIOR ACTION/INPUT (Council, Boards, Citizens):**

On May 7, 2022 voters approved \$86,005,000 bond program.

**FISCAL IMPACT:**



**STAFF CONTACT:**

Martin, Avila  
Finance Director  
[mavila@burlesontx.com](mailto:mavila@burlesontx.com)  
817-426-9651





# Bond Sale

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*PRESENTED TO THE CITY COUNCIL ON AUGUST 21, 2023*



# Bond Sale

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- Bond Sale to issue General Obligation Bonds, Series 2023 not to exceed \$9,447,547
  - Bond program approved by voters on May 7, 2022
- Issue Certificate of Obligation Bonds, Series 2023 not to exceed \$32,941,551
  - Issue covers tax supported, 4A, 4B, TIF2, and Water& Sewer
  - \$ 392,674 – Tax supported debt
  - \$ 9,143,886 – Water & Sewer Fund
  - \$15,176,900 – 4A Fund (Lakewood Drive)
  - \$ 7,767,052 – 4B Fund (Park projects) -5 year CIP Plan
  - \$ 461,039 – TIF 2 Fund (Old Town parking)
- Bond issues aligned with Capital Improvement Plan
- August 21, 2023, Regular Council meeting, staff will present an ordinance authorizing issuance of General Obligation Bonds and Certificate of Obligation Bonds.
  - Reimbursement resolution approved by Council on October 3, 2022
  - Resolution of notice of intentions to issue Certificates of Obligation approved on June 20, 2023



# Credit Rating Information

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Bond credit rating represents the credit worthiness of the bonds issued- (FICO score)

Moody's	S&P	Credit worthiness
Aaa	AAA	An obligor has extreme strong capacity to meet its financial commitments.
Aa1	AA+	An obligor has very strong capacity to meet its financial commitments. It differs from the highest rated obligors only to a small degree.
<b>Aa2</b>	<b>AA</b>	
Aa3	AA-	

These are the top for ratings given by Rating Agency.

Other ratings below these four range from single A down to D.

*Note: Information provided by the City's financial advisors, Hilltop Securities Inc. - **Moody's rates 22,789 cities throughout the country, and only 1,090 are at or above Aa2 rating. That puts the City of Burleson in the top 5% in the country. In Texas, Moody's rates 1,134 cities and only 73 are at or above Aa2. That puts the City in the top 6%.***



# City's GO Credit Rating

Fiscal Year	S&P	Moody's
2023	AA	Aa2
2022	AA	Aa2
2021	AA	Aa3
2020	AA	Aa3
2019	AA	Aa3
2018	AA	Aa3
2017	AA	Aa3
2016	AA	Aa3
2015	AA	Aa3
2014	AA	Aa3

- Growing tax base
- Good financial management policies
- Stable financial performance
- Healthy financial position
- Planning for future growth
- City Pension liability is manageable



# Bond Sale - Market

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- The morning of August 21, 2023, Hilltop Financials will begin taking bids:
  - Until 10:00am CDT for the City's General Obligation Bonds, Series 2023
  - Until 10:30am CDT for the City's Combination Tax and Revenue Certificates of Obligation, Series 2023
- Hilltop will submit results and recommendation to the City of Burleson, no later than 11:30am CDT
- Staff will update presentation prior to the August 21, 2023 Council meeting.



# 2023 General Obligation Bonds- (Preliminary)

**Sources:**

**Bond Proceeds:**

Par Amount	9,020,000.00
Net Premium	427,546.65

9,447,546.65

**Uses:**

**Project Fund Deposits:**

Project Fund	9,286,956.00
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**Delivery Date Expenses:**

Cost of Issuance	97,450.65
Underwriter's Discount	63,140.00
	160,590.65

9,447,546.65



# 2023 Certificate of Obligations (Preliminary)

Sources:	Tax Supported	4B Supported	4A Supported	Water & Wastewater Supported	TIF #2 Supported	Total
<b>Bond Proceeds:</b>						
Par Amount	375,000.00	7,415,000.00	14,490,000.00	8,730,000.00	440,000.00	31,450,000.00
Net Premium	17,674.15	352,052.10	686,899.80	413,885.50	21,039.35	1,491,550.90
	392,674.15	7,767,052.10	15,176,899.80	9,143,885.50	461,039.35	32,941,550.90

Uses:	Tax Supported	4B Supported	4A Supported	Water & Wastewater Supported	TIF #2 Supported	Total
<b>Project Fund Deposits:</b>						
Project Fund	385,000.00	7,675,000.00	15,000,000.00	9,035,000.00	455,000.00	32,550,000.00
<b>Delivery Date Expenses:</b>						
Cost of Issuance	5,049.15	40,147.10	75,469.80	47,775.50	2,959.35	171,400.90
Underwriter's Discount	2,625.00	51,905.00	101,430.00	61,110.00	3,080.00	220,150.00
	7,674.15	92,052.10	176,899.80	108,885.50	6,039.35	391,550.90
	392,674.15	7,767,052.10	15,176,899.80	9,143,885.50	461,039.35	32,941,550.90



## Tax Supported GO and CO Projects

GO Bond Projects	2023
SH174 TRAFFIC SIGNAL IMPROVEMENTS	\$ 1,861,123
NEIGHBORHOOD STREET REBUILDS	\$ 825,833
POLICE EXPANSION	\$ 3,600,000
CR 1020 (ALSBURY) WIDENING (DESIGN) (Ph.3)	\$ 2,500,000
SH174 WIDENING (SCHEMATIC AND ENVIRONMENTAL)	\$ 500,000
<b>Additional Project</b>	
FIRE STATION 1	\$ 300,000
ALSBURY PH. 1 WIDENING - CANDLER TO HULEN (Ph. 1B)_	\$ 323,545
<b>Total</b>	<b>\$ 9,910,501</b>
<b>GO BOND TOTAL</b>	<b>\$ 9,286,956</b>
<b>CO TOTAL</b>	<b>\$ 381,674</b>
<b>OTHER</b>	<b>\$ 241,871</b>
<b>Total</b>	<b>\$ 9,910,501</b>

## Water and Waste Water Supported Projects

Water Project	2023
Water Line Rehabilitation	\$ 2,000,000
Industrial Blvd Pump Station Expansion & Alsbury Pump Station Decommission	\$ 1,288,380
12" Willow Creek Waterline Looping	\$ 154,625
<b>TOTAL</b>	<b>\$ 3,443,005</b>
<b>Sewer Project</b>	
Sewer Line Rehabilitation	\$ 3,000,000
Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors)	\$ 2,493,569
Gateway Station Lift Station Rehabilitation	\$ 97,266
<b>TOTAL</b>	<b>\$ 5,590,835</b>
<b>Total Bond Issue</b>	<b>\$ 9,033,840</b>

## 4B Supported Projects

Parks	FY23
<b>Park Refurbishments</b>	
Clark	\$223,588.00
Elk Ridge	\$220,000.00
Oak Valley	\$500,000.00
Wakefield	\$200,000.00
Bartlett Field Regrading	\$1,102,968.00
Chisenhall Field Turf and Lighting	\$549,675.00
Hidden Creek Softball Relocation	\$250,000.00
Chisenhall and Bailey Lake Parking	\$1,792,594.00
Oak Valley South Connector Trail	\$260,000.00
Park Monument Signs	\$65,000.00
Community Park	\$3,200,000.00
Unplanned Park Improvements	\$50,000.00
Upgrade A/C Control system and ventilation	\$175,000.00
Bunkers	\$303,000.00
Tree Removal and Limb up (Creek, 4,14)	\$49,000.00
Drainage Improvements	\$145,000.00
Cart Path Repairs	\$100,000.00
<b>Contingency/Escalation 5%</b>	<b>\$459,291.25</b>
<b>Total</b>	<b>\$9,645,116.25</b>
Available Funding	\$1,975,000.00
Debt Sale	\$7,670,116.25
<b>Total</b>	<b>\$9,645,116.25</b>

4A Supported Project – Lakewood Drive - \$15,000,000

TIF#2 Supported Project – Lot Purchase - \$450,000



# Options

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- Approve or Deny Ordinance
- Staff recommends approval of Ordinance



# QUESTIONS/COMMENTS



**CERTIFICATE FOR ORDINANCE**

**THE STATE OF TEXAS** §  
**COUNTIES OF TARRANT AND JOHNSON** §  
**CITY OF BURLESON** §

We, the undersigned officers of the City Council of the City, hereby certify as follows:

1. The City Council of the City convened in a REGULAR MEETING ON THE 15<sup>th</sup> DAY OF August, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of the City Council, to wit:

Chris Fletcher, Mayor  
Victoria Johnson  
Ronnie Johnson  
Adam Russell

Dan McClendon, Mayor Pro-Tem  
Phil Anderson  
Larry Scott

Amanda Campos, City Secretary

and all of said persons were present except, \_\_\_\_\_ thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

**ORDINANCE PROVIDING FOR THE ISSUANCE OF \$[ ] CITY OF BURLESON,  
TEXAS GENERAL OBLIGATION BONDS, SERIES 2023; AND ORDAINING OTHER  
MATTERS RELATING TO THE SUBJECT**

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Ordinance be passed; and, after due discussion, the motion, carrying with it the passage of the Ordinance, prevailed and carried by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

2. That a true, full and correct copy of the aforesaid Ordinance passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Ordinance has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that the Ordinance would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose; that the Meeting was open to the public, and public notice of the time, place and purpose of the Meeting as given, all as required by Chapter 551, Government Code.



3. That the Mayor has approved and hereby approves the aforesaid Ordinance; that the Mayor and the City Secretary of said City have duly signed said Ordinance; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

**SIGNED AND SEALED** the 21<sup>st</sup> day of August, 2023.

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

(SEAL)



CSO#[\_\_\_\_\_]

PROVIDING FOR THE ISSUANCE OF \$[\_\_\_\_\_] CITY OF BURLESON, TEXAS  
GENERAL OBLIGATION BONDS, SERIES 2023; AND ORDAINING OTHER  
MATTERS RELATING TO THE SUBJECT

WHEREAS, by virtue of an election held within the City of Burleson, Texas (“the Issuer”) on May 7, 2022, this City Council became authorized to issue, sell and deliver the general obligation bonds of the Issuer, of which there have been issued heretofore, are authorized to be issued by this Ordinance, and will remain authorized but unissued hereafter, as described in Schedule I attached hereto and incorporated herein;

WHEREAS, this City Council finds and determines that it is necessary and proper to order the issuance, sale and delivery of such voted bonds;

WHEREAS, the Bonds hereinafter authorized to be issued, sold and delivered pursuant to the general laws of the State of Texas, including Texas Government Code, Chapter 1331, as amended; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The bonds of the City of Burleson, Texas (the “Issuer”) are hereby authorized to be issued and delivered in the aggregate principal amount of \$[\_\_\_\_\_] for the public purposes of (i) designing, constructing, improving, extending, expanding, upgrading and developing streets, roads, bridges, thoroughfares and related improvements, including utility relocation, landscaping, sidewalks and pedestrian walkways, lighting, signalization, drainage, and the purchase of any necessary land or right-of-way (the “Projects”); and (ii) paying costs of issuance of the Bonds.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF BONDS. Each bond issued pursuant to this Ordinance shall be designated: “CITY OF BURLESON, TEXAS GENERAL OBLIGATION BOND, SERIES 2023,” and initially there shall be issued, sold, and delivered hereunder one fully registered Bond, without interest coupons, dated September 20, 2023, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1 (the “Initial Bond”), with Bonds issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the Initial Bond being made payable to the initial purchaser as described in Section 9 hereof), or to the registered assignee or assignees of said Bonds or any portion or portions thereof (in each case, the “Registered Owner”), and said bonds shall mature and be payable on March 1 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF BOND set forth in Exhibit A of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

<u>Maturity Date (3/1)</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
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The term “Bonds” as used in this Ordinance shall mean and include collectively the bonds initially issued and delivered pursuant to this Ordinance and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term “Bond” shall mean any of the Bonds.

### Section 3. CHARACTERISTICS OF THE BONDS.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints U.S. Bank Trust Company, National Association, Dallas, Texas, to serve as paying agent and registrar for the Bonds (the “Paying Agent/Registrar”). The Mayor or City Manager is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar.

(b) Registration. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Bonds (the “Registration Books”), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three (3) days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar’s standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND attached as Exhibit A to this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.



(c) Exchange. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the authentication of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred-twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other entity to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the



Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(h) Book-Entry Only System. The Bonds issued in exchange for the Initial Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof and the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), and except as provided in subsections (j) and (k) of this Section, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC’s Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Bonds Registered in the Name of Cede & Co. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created (“DTC Participant”) to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words “Cede & Co.” in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.



(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/registrar's Authentication Bond, in the FORM OF BOND set forth as Exhibit A to this Ordinance.

(n) Authentication. Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE. In lieu of the executed PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, the Initial Bond delivered on the closing date shall have attached thereto the COMPTROLLER'S REGISTRATION CERTIFICATE substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by such person's duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller. The Initial Bond issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance, the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the FORM OF BOND set forth Exhibit A to this Ordinance.

(o) Cancellation of Initial Bond. On the closing date, the Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the initial purchaser of the Bonds or its designee, executed by manual or facsimile signature of the Mayor and City Secretary, approved by the Attorney General of Texas, and registered by manual or facsimile signature signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 4. FORM OF BONDS. The form of the Bonds, including the form of PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, the form of ASSIGNMENT and the form



of COMPTROLLER'S REGISTRATION CERTIFICATE to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as shown in Exhibit A, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

#### Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be accounted for separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Notwithstanding the requirements of this subsection, if lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this subsection may be reduced to the extent and by the amount of lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the Registered Owners a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

#### Section 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been



made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to the amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire, or otherwise discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

#### Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.



(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the Registered Owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3 of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

#### Section 8. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the Registered Owner for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than ten percent (10%) of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than ten percent (10%) of the proceeds or the projects financed by the Bonds (the "Project") are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than ten percent (10%) of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds five percent (5%) of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess



of five percent (5%) is used for a “private business use” that is “related” and not “disproportionate,” within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or five percent (5%) of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as “private activity bonds” within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being “federally guaranteed” within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury (the “Treasury Regulations”), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed ten percent (10%) of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using proceeds of the Bonds or the proceeds of any prior bonds to pay debt service on another issue more than ninety (90) days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to ninety percent (90%) of the “Excess Earnings,” within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than sixty (60) days after the Bonds have been paid in full, one hundred percent (100%) of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;

(10) file or cause to be filed with the Secretary of the Treasury, not later than the fifteenth (15<sup>th</sup>) day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the applicable Treasury Regulations promulgated thereunder; and

(11) to assure that the proceeds of the Bonds will be used solely for new money projects.



(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a “Rebate Fund” is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Registered Owners. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and the Treasury Regulations. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, the City Manager or the Finance Director to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Bonds or investment earnings thereon more than sixty (60) days after the earlier of (1) the fifth (5<sup>th</sup>) anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Bonds or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Projects. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

#### Section 9. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Bonds are hereby sold and shall be delivered to [\_\_\_\_\_] (the “Underwriter”), for the purchase price of \$[\_\_\_\_\_] (representing the par amount of the Bonds of \$[\_\_\_\_\_] plus net aggregate original issue premium of \$[\_\_\_\_\_] (premium to be applied as set forth in Section 24), less an underwriting discount of \$[\_\_\_\_\_] ), pursuant to the terms and provisions of an Official Notice of Sale and Official Bid



Form, in substantially the form presented at this meeting, which the Mayor is hereby authorized to execute and deliver. The Initial Bond shall be delivered to the Underwriter, and the Underwriter shall have the right to exchange the Initial Bond as provided herein without cost. The Initial Bond shall be registered in the name of the Underwriter or its designee.

(b) It is hereby officially found, determined and declared that the Bonds have been sold in a public sale to the Underwriter, after receiving sealed bids pursuant to an Official Notice of Sale and Official Bid Form. Before being awarded the winning bid, the Underwriter certified to the City in the Official Bid Form that either it filed the disclosure form required under Section 2252.908, Texas Government Code, or that it is exempt from the disclosure form filing requirements of the Texas Ethics Commission pursuant to Section 2252.908(c)(4), Texas Government Code. The sale of the Bonds to the Underwriter was on terms that are most advantageous to the City reasonably obtained and, upon the advice of the City's financial advisor, is in the best interests of the City.

(c) The Issuer hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto (the "Official Statement"), and approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriter in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement prior to the date hereof is hereby ratified and confirmed.

(d) That the Mayor, the City Manager, any Assistant City Manager, the Director of Finance, the City Secretary, the Deputy City Secretary, and all other officers, employees, and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, and the sale and delivery of the Bonds and fixing all details in connection therewith.

**Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.**

(a) The Mayor of the Issuer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed.



Section 11. INTEREST EARNINGS ON BOND PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Bonds issued for the Projects shall be used along with other Bond proceeds for the Projects; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on Bond proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2023 General Obligation Bonds Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Projects as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may invest proceeds of the Bonds issued for Projects (including investment earnings thereon) and amounts deposited in the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) That the Issuer shall provide annually to the MSRB, within six months after the end of each fiscal year ending in or after 2023, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 22 of this Ordinance, being the information described in Exhibit B hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit B hereto, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within twelve months after the end of each fiscal year ending in or after 2023. If the audit of such financial statements is not complete within such twelve-month period, then the Issuer shall provide notice that the audited financial statements are not available and provide unaudited financial statements by such twelve month period, and shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.



(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC. All filings shall be made electronically, in the format specified by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB, in a timely manner not in excess of ten Business Days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material;
15. Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a Financial Obligation of the Obligated Person, and which reflect financial difficulties.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

As used in clause 12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the Issuer, or if



jurisdiction has been assumed by leaving the City Council and official or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

As used in clauses 15 and 16 above, the term "Financial Obligation" means: (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii), however, the term Financial Obligation shall not include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with the Rule; the term "Municipal Securities" means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a state or any political subdivision thereof, or any agency or instrumentality of a state or any political subdivision thereof, or any municipal corporate instrumentality of one or more states and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time; and the term "Obligated Person" means the Issuer.

(ii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this



Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a qualified person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the Registered Owners and beneficial owners of the Bonds. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owners, (ii) grant additional rights or security for the benefit of the Registered Owners, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owners, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of nationally recognized bond counsel materially adversely affect the interests of the Registered Owners.

(b) Except as provided in paragraph (a) above, the Registered Owners of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the Registered Owners in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;



- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Bonds a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all Registered Owners of such Bonds.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owners of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory ordinance, and the respective rights, duties, and obligations of the Issuer and all Registered Owners of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of such consent, and shall be conclusive and binding upon all future Registered Owners of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the Registered Owners of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the registration books kept by the Paying Agent/Registrar.

#### Section 15. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

- (i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or
- (ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the Issuer.



(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers or employees of the Issuer or the City Council.

Section 16. PREMIUM. The Bonds are being sold at a net aggregate premium equal to \$[\_\_\_\_\_]. With respect to such premium attributable to the Bonds, \$[\_\_\_\_\_] shall be used to pay costs of issuance (including underwriter's discount and accrued interest) with any remainder to be deposited to the Interest and Sinking Fund and \$[\_\_\_\_\_] shall be deposited into the Construction Fund for the Projects. The \$[\_\_\_\_\_] principal amount of Bonds issued pursuant to the bond election for the Proposition A Projects, plus the premium of \$[\_\_\_\_\_] deposited into the Construction Fund for the Proposition A Projects, results in a total principal plus premium of \$[\_\_\_\_\_] being issued from the voted authorization for Proposition A Projects.

Section 17. APPROPRIATION. To pay the debt service coming due on the Bonds, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 18. NO PERSONAL LIABILITY. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the Issuer or any person executing any Bond.

Section 19. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.



Section 20. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.



# SCHEDULE I

## Voted Bonds

<u>May 7, 2022 Election</u>	<u>Amount Authorized (\$)</u>	<u>Amount Previously Issued (\$)</u>	<u>Amount Being Issued (\$)</u>	<u>Unissued Balance (\$)</u>
Prop. A - Streets and Roads	33,645,000	1,413,000	[_____] *	[_____]
Prop. B – Public Safety	52,360,000	0	0	52,360,000

\*\$[\_\_\_\_\_] principal plus \$[\_\_\_\_\_] premium.



EXHIBIT A

(a) Form of Bond.

NO. R-

UNITED STATES OF AMERICA  
STATE OF TEXAS  
  
CITY OF BURLESON, TEXAS  
GENERAL OBLIGATION BOND  
SERIES 2023

PRINCIPAL  
AMOUNT  
\$ \_\_\_\_\_

<u>Interest Rate</u>	<u>Delivery Date</u>	<u>Maturity Date</u>	<u>CUSIP No.</u>
	_____, 2023	March 1, _____	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

THE CITY OF BURLESON, TEXAS, in Tarrant and Johnson Counties, Texas (the “Issuer”), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the “Registered Owner”), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from September 20, 2023, at the Interest Rate per annum specified above. Interest is payable on [March 1], 2024, and semiannually on each September 1 and March 1 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of U.S. Bank Trust Company, National Association, Dallas, Texas, which is the “Paying Agent/Registrar” for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the “Ordinance”) to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the fifteenth (15<sup>th</sup>) day of the month preceding each such date (the “Record Date”) on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-



payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment or redemption at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated September 20, 2023, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[\_\_\_\_\_] for designing, constructing, improving, extending, expanding, upgrading and developing streets, roads, bridges, thoroughfares and related improvements, including utility relocation, landscaping, sidewalks and pedestrian walkways, lighting, signalization, drainage, and the purchase of any necessary land or right-of-way; and (ii) paying costs of issuance of the Bonds.

ON MARCH 1, [\_\_\_\_], OR ON ANY DATE THEREAFTER, the Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE BONDS, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a notice of conditional redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.



[THE BONDS scheduled to mature on March 1, in the years [\_\_\_\_\_] ( the “Term Bonds”) are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Bonds due September 1, 20[\_\_\_\_]:

Mandatory Redemption Date: 9/1/20[____]	Principal Amount: \$[_____]
Mandatory Redemption Date: 9/1/20[____]*	Principal Amount: \$[_____]

Term Bonds due September 1, 20[\_\_\_\_]:

Mandatory Redemption Date: 9/1/20[____]	Principal Amount: \$[_____]
Mandatory Redemption Date: 9/1/20[____]*	Principal Amount: \$[_____]

\* Stated Maturity

The principal amount of Term Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds of the same maturity which, at least forty-five (45) days prior to a mandatory redemption date (1) shall have been acquired by the Issuer and delivered to the Paying Agent/Registrar for cancellation, or (2) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.]

AT LEAST THIRTY (30) days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least thirty (30) days prior to the date fixed for any such redemption, to the Registered Owner of each Bond to be redeemed at its address as it appeared on the business day prior to the mailing of such redemption notice; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Ordinance.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Ordinance, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this



Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within forty-five (45) days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the Mayor of the City attested by the manual or facsimile signature of the City Secretary, and the official seal of the Issuer has been duly affixed to, or impressed, or placed in facsimile, on this Bond.

\_\_\_\_\_  
(signature)  
City Secretary

\_\_\_\_\_  
(signature)  
Mayor

(SEAL)



(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE  
(To be executed if this Bond is not accompanied by an executed Registration  
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: \_\_\_\_\_ . U.S. Bank Trust Company, National Association  
Dallas, Texas  
Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT  
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: \_\_\_\_\_

Transferee's Social Security or Taxpayer Identification Number: \_\_\_\_\_

Transferee's name and address, including zip code: \_\_\_\_\_

\_\_\_\_\_ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints  
\_\_\_\_\_, attorney, to register the transfer of  
the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_ .

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Comptroller's Registration Certificate.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_



I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Bond and that this Bond has been registered this day by me.

Witness my signature and seal this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER’S SEAL)

(e) Initial Bond Insertions.

(i) The initial Bond shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings “Interest Rate” and “Maturity Date” shall both be completed with the words “As shown below” and “CUSIP No. \_\_\_\_\_” shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

“THE CITY OF BURLESON, TEXAS, in Tarrant and Johnson Counties, Texas (the “Issuer”), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the “Registered Owner”), on March 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Maturity Dates (3/1)	Principal Installments (\$)	Interest Rates (%)
_____	_____	_____

(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from September 20, 2023 at the respective Interest Rate per annum specified above. Interest is payable on [March 1], 2024, and semiannually on each September 1 and March 1 thereafter to the date of payment of the Principal Installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Installment shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.”

C. The Initial Bond shall be numbered “T-1.”



## EXHIBIT B

### DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 13 of this Ordinance.

#### **Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified below (and included in the Appendix or under the headings of the Official Statement referred to):

1. The information included in the Official Statement under the following captions, but for the most recently concluded fiscal year: Tables 1 through 6 and 8 through 15, inclusive.

2. Appendix B to the Official Statement, "**Excerpts from the City of Burleson, Texas Annual Financial Report for the Year Ended September 30, 2022**".

#### **Accounting Principles**

The accounting principles referred to in such Section are the accounting principles described in the notes to the Annual Financial Report referred to above.



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## City Council Regular Meeting

**DEPARTMENT:** City Manager's Office  
**FROM:** Martin Avila, Finance Director  
**MEETING:** August 21, 2023

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**SUBJECT:**

Consider and take action on an ordinance for the sale and issuance of the City of Burleson, Texas Combination Tax and Revenue Certificates of Obligation Bonds, Series 2023 not to exceed \$32,941,551, including issuance cost. *(First and Final Reading) (Staff Presenter: Martin Avila, Finance Director)*

**SUMMARY:**

On June 20, 2022, Council approved a resolution for notice of intent to issue bonds. As part of the FY 2022 CIP plan and proposed projects, staff has identified capital projects for FY 2022 for \$32,941,551 million to be included in the proposed FY2022 bond sale.

The total proposed bond sale will be self-supported as follows:

- \$9,143,886 – W&WW Fund (Water and Waster Projects)
- \$7,767,052 – 4B Fund (Park projects)
- \$15,176,900 – 4A Fund (Lakewood Drive)
- \$461,039 – TIF2 Fund (Old Town parking)
- \$392,674 – Tax Supported Debt

The bond sale and pricing will be completed in the morning of August 15, 2022, and results will be presented to Council for approval the evening during the Council Regular Meeting.

**OPTIONS:**

Approve Ordinance or Not Approve Ordinance

**RECOMMENDATION:**

Staff recommends approval of issuance of bonds

**PRIOR ACTION/INPUT (Council, Boards, Citizens):**

Council Approved reimbursement resolutions



- February 7, 2022 - W&WW Fund (Water and sewer capital projects)
- October 18, 2021 - 4B Fund (Parks projects)
- February 1, 2021 – TIF #2 (Ellison Street project)

On June 20, 2022, Council approved resolution of notice of intent to issue bonds.

**FISCAL IMPACT:**

No fiscal impact

**STAFF CONTACT:**

Martin, Avila  
Finance Director  
817-426-9651





# Bond Sale

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*PRESENTED TO THE CITY COUNCIL ON AUGUST 21, 2023*



# Bond Sale

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- Bond Sale to issue General Obligation Bonds, Series 2023 not to exceed \$9,447,547
  - Bond program approved by voters on May 7, 2022
- Issue Certificate of Obligation Bonds, Series 2023 not to exceed \$32,941,551
  - Issue covers tax supported, 4A, 4B, TIF2, and Water& Sewer
  - \$ 392,674 – Tax supported debt
  - \$ 9,143,886 – Water & Sewer Fund
  - \$15,176,900 – 4A Fund (Lakewood Drive)
  - \$ 7,767,052 – 4B Fund (Park projects) -5 year CIP Plan
  - \$ 461,039 – TIF 2 Fund (Old Town parking)
- Bond issues aligned with Capital Improvement Plan
- August 21, 2023, Regular Council meeting, staff will present an ordinance authorizing issuance of General Obligation Bonds and Certificate of Obligation Bonds.
  - Reimbursement resolution approved by Council on October 3, 2022
  - Resolution of notice of intentions to issue Certificates of Obligation approved on June 20, 2023



# Credit Rating Information

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Bond credit rating represents the credit worthiness of the bonds issued- (FICO score)

Moody's	S&P	Credit worthiness
Aaa	AAA	An obligor has extreme strong capacity to meet its financial commitments.
Aa1	AA+	An obligor has very strong capacity to meet its financial commitments. It differs from the highest rated obligors only to a small degree.
<b>Aa2</b>	<b>AA</b>	
Aa3	AA-	

These are the top for ratings given by Rating Agency.

Other ratings below these four range from single A down to D.

*Note: Information provided by the City's financial advisors, Hilltop Securities Inc. - **Moody's rates 22,789 cities throughout the country, and only 1,090 are at or above Aa2 rating. That puts the City of Burleson in the top 5% in the country. In Texas, Moody's rates 1,134 cities and only 73 are at or above Aa2. That puts the City in the top 6%.***



# City's GO Credit Rating

Fiscal Year	S&P	Moody's
2023	AA	Aa2
2022	AA	Aa2
2021	AA	Aa3
2020	AA	Aa3
2019	AA	Aa3
2018	AA	Aa3
2017	AA	Aa3
2016	AA	Aa3
2015	AA	Aa3
2014	AA	Aa3

- Growing tax base
- Good financial management policies
- Stable financial performance
- Healthy financial position
- Planning for future growth
- City Pension liability is manageable



# Bond Sale - Market

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- The morning of August 21, 2023, Hilltop Financials will begin taking bids:
  - Until 10:00am CDT for the City's General Obligation Bonds, Series 2023
  - Until 10:30am CDT for the City's Combination Tax and Revenue Certificates of Obligation, Series 2023
- Hilltop will submit results and recommendation to the City of Burleson, no later than 11:30am CDT
- Staff will update presentation prior to the August 21, 2023 Council meeting.



# 2023 General Obligation Bonds- (Preliminary)

Sources:

Bond Proceeds:

Par Amount	9,020,000.00
Net Premium	427,546.65

9,447,546.65

Uses:

Project Fund Deposits:

Project Fund	9,286,956.00
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Delivery Date Expenses:

Cost of Issuance	97,450.65
Underwriter's Discount	63,140.00
	160,590.65

9,447,546.65



# 2023 Certificate of Obligations (Preliminary)

Sources:	Tax Supported	4B Supported	4A Supported	Water & Wastewater Supported	TIF #2 Supported	Total
<b>Bond Proceeds:</b>						
Par Amount	375,000.00	7,415,000.00	14,490,000.00	8,730,000.00	440,000.00	31,450,000.00
Net Premium	17,674.15	352,052.10	686,899.80	413,885.50	21,039.35	1,491,550.90
	392,674.15	7,767,052.10	15,176,899.80	9,143,885.50	461,039.35	32,941,550.90
Uses:	Tax Supported	4B Supported	4A Supported	Water & Wastewater Supported	TIF #2 Supported	Total
<b>Project Fund Deposits:</b>						
Project Fund	385,000.00	7,675,000.00	15,000,000.00	9,035,000.00	455,000.00	32,550,000.00
<b>Delivery Date Expenses:</b>						
Cost of Issuance	5,049.15	40,147.10	75,469.80	47,775.50	2,959.35	171,400.90
Underwriter's Discount	2,625.00	51,905.00	101,430.00	61,110.00	3,080.00	220,150.00
	7,674.15	92,052.10	176,899.80	108,885.50	6,039.35	391,550.90
	392,674.15	7,767,052.10	15,176,899.80	9,143,885.50	461,039.35	32,941,550.90



## Tax Supported GO and CO Projects

GO Bond Projects	2023
SH174 TRAFFIC SIGNAL IMPROVEMENTS	\$ 1,861,123
NEIGHBORHOOD STREET REBUILDS	\$ 825,833
POLICE EXPANSION	\$ 3,600,000
CR 1020 (ALSBUY) WIDENING (DESIGN) (Ph.3)	\$ 2,500,000
SH174 WIDENING (SCHEMATIC AND ENVIRONMENTAL)	\$ 500,000
<b>Additional Project</b>	
FIRE STATION 1	\$ 300,000
ALSBUY PH. 1 WIDENING - CANDLER TO HULEN (Ph. 1B)_	\$ 323,545
<b>Total</b>	<b>\$ 9,910,501</b>
<b>GO BOND TOTAL</b>	<b>\$ 9,286,956</b>
<b>CO TOTAL</b>	<b>\$ 381,674</b>
<b>OTHER</b>	<b>\$ 241,871</b>
<b>Total</b>	<b>\$ 9,910,501</b>

## Water and Waste Water Supported Projects

Water Project	2023
Water Line Rehabilitation	\$ 2,000,000
Industrial Blvd Pump Station Expansion & Alsbury Pump Station Decommission	\$ 1,288,380
12" Willow Creek Waterline Looping	\$ 154,625
<b>TOTAL</b>	<b>\$ 3,443,005</b>
<b>Sewer Project</b>	
Sewer Line Rehabilitation	\$ 3,000,000
Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors)	\$ 2,493,569
Gateway Station Lift Station Rehabilitation	\$ 97,266
<b>TOTAL</b>	<b>\$ 5,590,835</b>
<b>Total Bond Issue</b>	<b>\$ 9,033,840</b>

## 4B Supported Projects

Parks	FY23
<b>Park Refurbishments</b>	
Clark	\$223,588.00
Elk Ridge	\$220,000.00
Oak Valley	\$500,000.00
Wakefield	\$200,000.00
Bartlett Field Regrading	\$1,102,968.00
Chisenhall Field Turf and Lighting	\$549,675.00
Hidden Creek Softball Relocation	\$250,000.00
Chisenhall and Bailey Lake Parking	\$1,792,594.00
Oak Valley South Connector Trail	\$260,000.00
Park Monument Signs	\$65,000.00
Community Park	\$3,200,000.00
Unplanned Park Improvements	\$50,000.00
Upgrade A/C Control system and ventilation	\$175,000.00
Bunkers	\$303,000.00
Tree Removal and Limb up (Creek, 4,14)	\$49,000.00
Drainage Improvements	\$145,000.00
Cart Path Repairs	\$100,000.00
<b>Contingency/Escalation 5%</b>	<b>\$459,291.25</b>
<b>Total</b>	<b>\$9,645,116.25</b>
Available Funding	\$1,975,000.00
Debt Sale	\$7,670,116.25
<b>Total</b>	<b>\$9,645,116.25</b>

4A Supported Project – Lakewood Drive - \$15,000,000

TIF#2 Supported Project – Lot Purchase - \$450,000



# Options

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- Approve or Deny Ordinance
- Staff recommends approval of Ordinance



# QUESTIONS/COMMENTS



**CERTIFICATE FOR ORDINANCE**

**THE STATE OF TEXAS** §  
**COUNTIES OF TARRANT AND JOHNSON** §  
**CITY OF BURLESON** §

We, the undersigned officers of the City Council of the City, hereby certify as follows:

1. The City Council of the City convened in a REGULAR MEETING ON THE 21<sup>st</sup> DAY OF AUGUST, 2023 at the regular designated meeting place, and the roll was called of the duly constituted officers and members of the City Council, to wit:

Chris Fletcher, Mayor  
Victoria Johnson  
Ronnie Johnson  
Adam Russell

Dan McClendon, Mayor Pro-Tem  
Phil Anderson  
Larry Scott

Amanda Campos, City Secretary

and all of said persons were present except, \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

**ORDINANCE PROVIDING FOR THE ISSUANCE OF \$[ ] CITY OF  
BURLESON, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF  
OBLIGATION, SERIES 2023; AND ORDAINING OTHER MATTERS RELATING  
TO THE SUBJECT**

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Ordinance be passed; and, after due discussion, the motion, carrying with it the passage of the Ordinance, prevailed and carried by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

2. That a true, full and correct copy of the aforesaid Ordinance passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Ordinance has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that the Ordinance would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose; that the Meeting was open to the public, and public notice of the time, place and purpose of the Meeting as given, all as required by Chapter 551, Government Code.



3. That the Mayor has approved and hereby approves the aforesaid Ordinance; that the Mayor and the City Secretary of said City have duly signed said Ordinance; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

**SIGNED AND SEALED** the 21<sup>st</sup> day of August, 2023.

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City Secretary

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Mayor

(SEAL)



PROVIDING FOR THE ISSUANCE OF \$[ ] CITY OF BURLESON, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION,  
SERIES 2023; AND ORDAINING OTHER MATTERS RELATING TO THE  
SUBJECT

WHEREAS, on the 20th day of June, 2023, the City Council of the City of Burleson (the "City" or the "Issuer") passed a resolution authorizing and directing notice of its intention to issue certificates of obligation in a maximum principal amount of \$32,550,000, with such notice to be published in a newspaper and posted on the City's website as required by Section 271.049 of the Texas Local Government Code ("Section 271.049"); and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates was submitted to the voters of the City during the preceding three years and failed to be approved;

WHEREAS, a notice was (i) published in the *Fort Worth Star-Telegram*, a "newspaper" of the type described in Section 2051.044 of the Texas Government Code, as required by Section 271.049, on [ ], 2023 and [ ], 2023, and (ii) posted in a prominent location on the Issuer's website on June 29, 2023 and remain posted through the date hereof; and

WHEREAS, no petition, signed by at least 5% of the qualified electors of the City as permitted by Section 271.049 protesting the issuance of such certificates of obligation, has been filed; and

WHEREAS, the certificates of obligation hereinafter authorized are to be issued and delivered pursuant to Subchapter C of Chapter 271 of the Texas Local Government Code;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS:

Section 1. AUTHORIZATION OF CERTIFICATES OF OBLIGATION. That the City's certificates of obligation, to be designated the "City of Burleson, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023" (the "Certificates"), are hereby authorized to be issued and delivered in the principal amount of \$[ ] for the purpose of paying contractual obligations to be incurred by the City for the following, to-wit,

(i) designing, equipping, and constructing streets, drainage, public mobility infrastructure improvements, including traffic lighting and signalization, parking, median improvements, and the acquisition of land and right of way throughout the City;

(ii) designing, equipping, and constructing improvements to the City's water and sewer system;

(iii) constructing, improving, and equipping public safety facilities in the City, including existing fire stations; and

(iv) legal, fiscal, and engineering fees in connection with such projects.



The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates of obligation initially issued and delivered pursuant to this Ordinance and all substitute certificates of obligation exchanged therefor, as well as all other substitute certificates of obligation and replacement certificates of obligation issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 2. DATE, DENOMINATIONS, NUMBERS AND MATURITIES. That initially there shall be issued, sold and delivered hereunder one fully registered Certificate, without interest coupons, dated as of the date of initial delivery (the "Date of Delivery") to the "Purchaser" identified in Section 22 hereof, shall be in the denomination of \$5,000 or any integral multiple thereof (an "Authorized Denomination"), numbered T-1, with Certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective registered owner thereof, or to the registered assignee or assignees of the Certificates or any portion thereof (in each case, the "registered owner") in the manner provided and on the dates stated in the FORM OF CERTIFICATE, and the Certificates shall mature and be payable on March 1 in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount (\$)</u>
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041	
2042	
2043	

Section 3. REDEMPTION. (a) That the City reserves the right to redeem the Certificates maturing on or after [\_\_\_], in whole, or in part in Authorized Denominations, on [\_\_\_], or on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed by the City, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot Certificates, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption; provided, that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities



depository. The City shall notify the Paying Agent/Registrar at least forty-five (45) days prior to the scheduled redemption date that a redemption of the Certificates is to be effected.

(c) At least thirty (30) days prior to the date fixed for any such redemption the City shall cause a written notice of such redemption to be deposited in the United States mail, first-class postage prepaid, addressed to each such registered owner at his address shown on the Registration Books (hereinafter defined) of the Paying Agent/Registrar. By the date fixed for any such redemption, due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or the portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. Except as provided in subsection (d) of this Section with respect to a conditional redemption of Certificates, if such notice of redemption is mailed, and if due provision for such payment is made, all as provided above, the Certificates, or the portions thereof which are to be so redeemed, thereby automatically shall be redeemed prior to their scheduled maturities, and shall not bear interest after the date fixed for their redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price of par plus accrued interest thereon to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of the Certificates or any portion thereof. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any Authorized Denomination, at the written request of the registered owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in this Ordinance. In addition, notice of such redemption shall be provided in the manner described in Section 5(h) hereof, but the failure to provide such notice as described in Section 5(h) hereof, or any defect therein, shall not affect the validity or effectiveness of the proceedings for the redemption of the Certificates.

(d) With respect to any optional redemption of the Certificates, unless certain prerequisites to such optional redemption required by this Ordinance have been met and money sufficient to pay the principal of, premium, if any, and interest on the Certificates to be redeemed will have been received by the Paying Agent/Registrar prior to giving such notice, such notice may state that the optional redemption will, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such money by the Paying Agent/Registrar on or prior to the dated fixed for such redemption or upon any prerequisite set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied, such notice will be of no force and effect, the City will not redeem such Certificates and the Paying Agent/Registrar will give notice in the manner in which the notice of redemption was given, to the effect that such Certificates will not be redeemed.

Section 4. INTEREST. That the Certificates scheduled to mature during the years, respectively, set forth below shall bear interest at the following rates per annum:

<u>Year</u>	<u>Interest Rate (%)</u>
2024	
2025	
2026	
2027	
2028	
2029	
2030	



2031  
2032  
2033  
2034  
2035  
2036  
2037  
2038  
2039  
2040  
2041  
2042  
2043

Said interest shall be payable to the registered owner of any such Certificate in the manner provided and on the dates stated in the FORM OF CERTIFICATE.

Section 5. CHARACTERISTICS OF THE CERTIFICATES. (a) That the Issuer shall keep or cause to be kept at the designated corporate trust office of U.S. Bank Trust Company, National Association, or such other bank, trust company, financial institution, or other agency named in accordance with the provisions of subsection (g) of this Section (the "Paying Agent/Registrar"), books or records for the registration and transfer of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the Issuer and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. The place of payment for the Certificates designated by the Paying Agent/Registrar shall be referred to herein as the "Designated Trust Office" of the Paying Agent/Registrar. It shall be the duty of the Paying Agent/Registrar to obtain from the registered owner and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided. The Issuer or its designee shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar at its Designated Trust Office, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Certificate may be transferred in the Registration Books only upon presentation and surrender thereof to the Paying Agent/Registrar at its Designated Trust Office for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing the assignment of such Certificate, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees to have such Certificate or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Certificate or any portion thereof, a new substitute certificate or certificates shall be issued in exchange therefor in the manner herein provided. As of the date this Ordinance is approved by the Issuer, the Designated Trust Office is the Dallas, Texas office of U.S. Bank Trust Company, National Association set forth in the "Paying Agent/Registrar Agreement" executed by the City and U.S. Bank Trust Company, National Association in connection with the sale and delivery of the Certificates.

(b) The entity in whose name any Certificate shall be registered in the Registration Books at any time shall be treated as the absolute owner thereof for all purposes of this Ordinance, whether such Certificate shall be overdue, and the City and the Paying Agent/Registrar shall not



be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Certificate shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

(c) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, and to act as its agent to exchange or replace Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all exchanges thereof, and all replacements thereof, as provided in this Ordinance.

(d) Each Certificate may be exchanged for fully registered certificates in the manner set forth herein. Each Certificate issued and delivered pursuant to this Ordinance, to the extent of the unredeemed principal amount thereof, may, upon surrender thereof at the Designated Trust Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, at the option of the registered owner or such assignee or assignees, as appropriate, be exchanged for fully registered certificates, without interest coupons, in the form prescribed in the FORM OF CERTIFICATE, in an Authorized Denomination (subject to the requirement hereinafter stated that each substitute Certificate shall have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the principal amount of any Certificate or Certificates so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If a portion of any Certificate shall be redeemed prior to its scheduled maturity as provided herein, a substitute certificate or certificates having the same maturity date, bearing interest at the same rate, in an Authorized Denomination at the request of the registered owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. If any Certificate or portion thereof is assigned and transferred, each Certificate issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall exchange or replace Certificates as provided herein, and each fully registered certificate or certificates delivered in exchange for or replacement of any Certificate or portion thereof as permitted or required by any provision of this Ordinance shall constitute one of the Certificates for all purposes of this Ordinance, and may again be exchanged or replaced. It is specifically provided, however, that any Certificate delivered in exchange for or replacement of another Certificate prior to the first scheduled interest payment date on the Certificates (as stated on the face thereof) shall be dated the same date as such Certificate, but each substitute Certificate so delivered on or after such first scheduled interest payment date shall be dated as of the interest payment date preceding the date on which such substitute Certificate is delivered, unless such substitute Certificate is delivered on an interest payment date, in which case it shall be dated as of such date of delivery; provided, however, that if at the time of delivery of any substitute Certificate the interest on the Certificate for which it is being exchanged has not been paid, then such substitute certificate shall be dated as of the date to which such interest has been paid in full. On each substitute Certificate issued in exchange for or replacement of any Certificate or Certificates issued under this Ordinance there shall be printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form set forth in the FORM OF CERTIFICATE (the "Authentication Certificate"). An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such substitute Certificate, date such substitute Certificate in the manner set forth above, and manually sign and



date the Authentication Certificate, and no such substitute Certificate shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Certificates surrendered for exchange or replacement. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing exchange or replacement of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute certificates in the manner prescribed herein. Pursuant to Chapter 1201, Texas Government Code, the duty of exchange or replacement of any Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the exchanged or replaced certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which originally were delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts. Neither the City nor the Paying Agent/Registrar shall be required (1) to issue, transfer, or exchange any Certificate during a period beginning at the opening of business thirty (30) days before the day of the first mailing of a notice of redemption of Certificates and ending at the close of business on the day of such mailing, or (2) to transfer or exchange any Certificate so selected for redemption in whole when such redemption is scheduled to occur within thirty (30) calendar days.

(e) All Certificates issued in exchange for or replacement of any other Certificate or portion thereof (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Certificates shall be payable, all as provided, and in the manner required or indicated, in the FORM OF CERTIFICATE.

(f) The City shall pay the Paying Agent/Registrar's reasonable and customary fees and charges for making transfers of Certificates, but the registered owner of any Certificate requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The registered owner of any Certificate requesting any exchange shall pay the Paying Agent/Registrar's reasonable and standard or customary fees and charges for exchanging any such Certificate or portion thereof, together with any taxes or governmental charges required to be paid with respect thereto, all as a condition precedent to the exercise of such privilege of exchange, except, however, that in the case of the exchange of an assigned and transferred Certificate or any portion thereof in any Authorized Denomination, and in the case of the exchange of the unredeemed portion of a Certificate which has been redeemed in part prior to maturity, as provided in this Ordinance, such fees and charges will be paid by the City. In addition, the City hereby covenants with the registered owners of the Certificates that it will pay the (i) reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on Certificates, when due, and (ii) fees and charges of the Paying Agent/Registrar for services with respect to the transfer or registration of Certificates solely to the extent above provided, and with respect to the exchange of Certificates solely to the extent above provided.

(g) The City covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than sixty (60) days written notice to the Paying Agent/Registrar.



In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that it will promptly appoint a competent and legally qualified national or state banking institution which shall be a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, and whose qualifications substantially are similar to the previous Paying Agent/Registrar to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(h) (i) In addition to the manner of providing notice of redemption of Certificates as set forth in this Ordinance, the Paying Agent/Registrar shall give notice of redemption of Certificates by United States mail, first-class postage prepaid, at least thirty (30) days prior to a redemption date to the MSRB (as defined in Section 7 hereof). In addition, in the event of a redemption caused by an advance refunding of the Certificates, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. Any notice sent to the MSRB shall be sent so that they are received at least two days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of redemption to the owner of any Certificate who has not sent the Certificates in for redemption sixty (60) days after the redemption date.

(ii) Each redemption notice, whether required in the FORM OF CERTIFICATE or otherwise by this Ordinance, shall contain a description of the Certificates to be redeemed, including the complete name of the Certificates, the series, the date of issue, the interest rate, the maturity date, the CUSIP number, the amounts called for redemption, the publication and mailing date for the notice, the date of redemption, the redemption price, the name of the Paying Agent/Registrar and the address at which the Certificate may be redeemed, including a contact person and telephone number.

(iii) All redemption payments made by the Paying Agent/Registrar to the registered owners of the Certificates shall include CUSIP numbers relating to each amount paid to such registered owner.

(i) If required by law, the City shall not execute the Paying Agent/Registrar Agreement unless the Paying Agent/Registrar has confirmed to the City Manager that it (A) has made disclosure filings to the Texas Ethics Commission in accordance with Section 2252.908, Texas Government Code, or that it is exempt from such disclosure filings under Section 2252.908(c)(4), Texas Government Code, (B) does not boycott Israel within the meaning and for the purposes of Chapter 2271, Texas Government Code, and (C) is not a listed company within the meaning and for the purposes of Sections 2252.153 and 2270.0201 of the Texas Government Code. If applicable, within thirty (30) days of receipt of the disclosure filings from the Paying



Agent/Registrar, the City will submit a copy of the disclosure filings with the Texas Ethics Commission.

Section 6. FORM OF CERTIFICATES. That the form of the Certificates, including the form of the Comptroller's Registration Certificate to accompany the Initial Certificate (as defined in Section 7) on the initial delivery thereof, the form of the Authentication Certificate and the form of Assignment to be printed on each of the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially in the form as set forth in Exhibit A to this Ordinance, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance. The printer of the Certificates is hereby authorized to print on the Certificates (i) the form of bond counsel's opinion relating to the Certificates, and (ii) an appropriate statement of insurance furnished by a municipal bond insurance company providing municipal bond insurance, if any, covering all or any part of the Certificates.

Section 7. DEFINITIONS. That the term "Available Revenues" shall have the meaning given said term in Section 8 hereof; the term "Business Day" means a day that is not a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close; the term "Code" means the Internal Revenue Code of 1986; the term "Initial Certificate" means Certificate No. T-1 initially issued and delivered to the Purchaser pursuant to Section 22 of this Ordinance; the term "MSRB" means the Municipal Securities Rulemaking Board; the term "Rule" means SEC Rule 15c2-12, as amended from time to time; the term "SEC" means the United States Securities and Exchange Commission; the term "Surplus Revenues" means those revenues from the operation of the City's combined municipal waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof and other obligations heretofore or hereafter incurred to which such revenues have been or shall be encumbered by a lien on and pledge of such revenues superior to the lien on and pledge of such revenues to the Certificates; and the term "Treasury Regulation" means all applicable temporary, proposed and final regulations and procedures promulgated under the Code or promulgated under the Internal Revenue Code of 1954, to the extent applicable to the Code.

Section 8. INTEREST AND SINKING FUND. That a special fund or account, to be designated the "City of Burleson, Texas Series 2023 Certificate of Obligation Interest and Sinking Fund" (the "Interest and Sinking Fund") is hereby created and shall be established and maintained by the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Certificates. All ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any Certificate is outstanding and unpaid, the City Council shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax rolls of the Issuer, with full allowances being made for tax delinquencies and costs of tax collections, which will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide a sinking fund to pay the principal (including mandatory sinking fund redemption payments, if any) of the Certificates as such principal matures or comes due through operation of the mandatory sinking fund redemption, if any, but never less than 2% of the outstanding principal amount of the Certificates as a sinking fund each year. The rate and amount of ad valorem tax is hereby ordered to be levied against all taxable property in the City for each year while any Certificate is outstanding and unpaid, and the ad valorem tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes necessary to pay the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit



prescribed by law. Notwithstanding the foregoing, if the City deposits or budgets to be deposited in the Interest and Sinking Fund any other revenues, income or resources, including, without limitation, Surplus Revenues (the "Available Revenues"), in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied may be reduced to the extent and by the amount of the Available Revenues then on deposit or budgeted to be deposited in the Interest and Sinking Fund.

Section 9. REVENUES. That the Certificates are additionally secured by and shall be payable from the Surplus Revenues. The Surplus Revenues are pledged by the City pursuant to authority of Chapter 1502, Texas Government Code, specifically Section 1502.058 thereof. The City shall promptly deposit the Surplus Revenues upon their receipt to the credit of the Interest and Sinking Fund created pursuant to Section 8, to pay the principal and interest on the Certificates. The amount of Surplus Revenues pledged to the payment of the Certificates shall not exceed \$1,000.

Section 10. TRANSFER. That the City shall do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest due on the Certificates.

Section 11. SECURITY FOR FUNDS. That the Interest and Sinking Fund created by this Ordinance shall be secured in the manner and to the fullest extent permitted or required by law for the security of public funds, and the Interest and Sinking Fund shall be used only for the purposes and in the manner permitted or required by this Ordinance.

Section 12. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES. (a) *Replacement Certificates*. That in the event any outstanding Certificate is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new certificate of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) *Application for Replacement Certificates*. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Certificates shall be made to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Certificate, the applicant for a replacement certificate shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Certificate, the applicant shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the applicant shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) *No Default Occurred*. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred which is then continuing in the payment of the principal of, premium, if any, or interest on the Certificate, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement certificate, provided security or indemnity is furnished as above provided in this Section.

(d) *Charge for Issuing Replacement Certificates*. Prior to the issuance of any replacement Certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with



all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether the lost, stolen, or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) *Authority for Issuing Replacement Certificates.* In accordance with Chapter 1206, Texas Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the City Council of the City or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, subject to the conditions imposed by this Section 12 of this Ordinance, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 5(d) of this Ordinance for Certificates issued in conversion and exchange of other Certificates.

Section 13. FEDERAL INCOME TAX MATTERS. That the City covenants to take such action as to ensure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use", as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds are so used, that amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate", within the meaning of section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(d) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;



(f) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(1) proceeds of the Certificates invested for a reasonable temporary period, until such proceeds are needed for the purpose for which the Certificates are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(g) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(h) to refrain from using the proceeds of the Certificates or the proceeds of any prior bonds to pay debt services on another issue more than ninety (90) days after the issuance of the Certificates in contravention of section 149(d) of the Code (relating to advance refunding); and

(i) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings", within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than sixty (60) days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

For purposes of the foregoing clauses (a) and (b) above, the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager, any Assistant City Manager, and the Director of Finance to execute any documents, certificates or reports required by the Code, and to make



such elections on behalf of the City which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

In order to facilitate compliance with clause (i) above, a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

The resolution adopted by the City Council on June 20, 2023, described in the preamble to this Ordinance was intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 14. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT. That the Issuer covenants to account for the expenditure of proceeds from the sale of the Certificates and any investment earnings thereon to be used for the purposes described in Section 1 of this Ordinance (such purpose referred to herein and Section 15 hereof as a "Project") on its books and records by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (a) the expenditure on a Project is made or (b) such Project is completed. The foregoing notwithstanding, the Issuer shall not expend such proceeds or investment earnings more than 60 days after the earlier of (a) the fifth anniversary of the date of delivery of the Certificates or (b) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel substantially to the effect that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 15. DISPOSITION OF PROJECT. That the Issuer covenants that the property constituting a Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of this Section, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

#### Section 16. DEFAULT AND REMEDIES.

(a) *Events of Default.* That each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any Certificate when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any registered owner to the City.



(b) *Remedies for Default.*

(i) Upon the happening of any Event of Default, then and in every case, any registered owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the registered owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the registered owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all registered owners of Certificates then outstanding.

(c) *Remedies Not Exclusive.*

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such registered owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or members of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the registered owners with any liability, or be held personally liable to the registered owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 17. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES. That the City Manager of the City or the designee thereof is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Registration Certificate.



Section 18. DTC REGISTRATION. That the Certificates initially shall be issued and delivered in such manner that no physical distribution of the Certificates will be made to the public, and The Depository Trust Company ("DTC"), New York, New York, initially will act as depository for the Certificates. DTC has represented that it is a limited purpose trust company incorporated under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended, and the City accepts, but in no way verifies, such representations. The Certificates initially authorized by this Ordinance shall be delivered to and registered in the name of CEDE & CO., the nominee of DTC. It is expected that DTC will hold the Certificates on behalf of the Purchasers and their participants. So long as each Certificate is registered in the name of CEDE & CO., the Paying Agent/Registrar shall treat and deal with DTC the same in all respects as if it were the actual and beneficial owner thereof. It is expected that DTC will maintain a book-entry system which will identify ownership of the Certificates in Authorized Denominations, with transfers of ownership being effected on the records of DTC and its participants pursuant to rules and regulations established by them, and that the Certificates initially deposited with DTC shall be immobilized and not be further exchanged for substitute Certificates except as hereinafter provided. The City is not responsible or liable for any functions of DTC, will not be responsible for paying any fees or charges with respect to its services, will not be responsible or liable for maintaining, supervising, or reviewing the records of DTC or its participants, or protecting any interests or rights of the beneficial owners of the Certificates. It shall be the duty of the DTC Participants, as defined in the Official Statement herein approved, to make all arrangements with DTC to establish this book-entry system, the beneficial ownership of the Certificates, and the method of paying the fees and charges of DTC. The City does not represent nor does it in any way covenant that the initial book-entry system established with DTC will be maintained in the future. Notwithstanding the initial establishment of the foregoing book-entry system with DTC, if for any reason any of the originally delivered Certificates is duly filed with the Paying Agent/Registrar with proper request for transfer and substitution, as provided for in this Ordinance, substitute Certificates will be duly delivered as provided in this Ordinance, and there will be no assurance or representation that any book-entry system will be maintained for such Certificates. In connection with the initial establishment of the foregoing book-entry system with DTC, the City heretofore has executed a "Blanket Letter of Representations" prepared by DTC in order to implement the book-entry system described above.

Section 19. CONTINUING DISCLOSURE OBLIGATION. (a) *Annual Reports.* (i) That the City shall provide annually to the MSRB, within six months after the end of each fiscal year ending in or after 2023, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 22 of this Ordinance, being the information described in Exhibit B hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit B hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within twelve months after the end of each fiscal year ending in or after 2023. If the audit of such financial statements is not complete within such twelve month period, then the City shall provide notice that the audited financial statements are not available and provide unaudited financial statements by such twelve month period, and shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

(ii) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required



to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC. All filings shall be made electronically, in the format specified by the MSRB.

(b) *Disclosure Event Notices.* The City shall notify the MSRB, in a timely manner not in excess of ten Business Days after the occurrence of the event, of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material;
15. Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a Financial Obligation of the Obligated Person, and which reflect financial difficulties.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

As used in clause 12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the City, or if jurisdiction has been assumed by leaving the City Council and official or



officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

As used in clauses 15 and 16 above, the term "Financial Obligation" means: (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii), however, the term Financial Obligation shall not include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with the Rule; the term "Municipal Securities" means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a state or any political subdivision thereof, or any agency or instrumentality of a state or any political subdivision thereof, or any municipal corporate instrumentality of one or more states and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time; and the term "Obligated Person" means the City.

(c) *Limitations, Disclaimers, and Amendments.* (i) The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(v) Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City agrees to undertake such obligation in accordance with the Rule as amended.



(vi) The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (A) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally-recognized bond counsel) determines that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 20. DEFEASANCE. (a) *Deemed Paid.* That any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (e) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 20(a)(i) or (ii) shall not be irrevocable, provided that in the proceedings providing for such payment arrangements, the Issuer: (1) expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) *Investment in Defeasance Securities.* Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance



Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) above. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Securities, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(c) *Selection of Defeased Certificates.* In the event that the City elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

(d) *Defeasance Securities.* The term "Defeasance Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

(e) *Continuing Duty of Paying Agent/Registrar.* Until all Defeased Certificates shall become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services.

Section 21. AMENDMENTS. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions.

(a) *Amendments Not Requiring Consent.* The City may from time to time, without the consent of any holder of the Certificates, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (1) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interest of the holders of the Certificates, (2) grant additional rights or security for the benefit of the holders of the Certificates, (3) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interest of the holders of the Certificates, (4) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (5) make such other provisions in regard to matters or questions arising under this Ordinance that are not inconsistent with the provisions hereof and which, in the opinion of nationally-recognized bond counsel selected by the City, do not materially adversely affect the interests of the holders of the Certificates.



(b) *Amendments With Consent.* Except as provided in paragraph (a) above, the holders of the Certificates aggregating in principal amount a majority of the aggregate principal amount of then outstanding Certificates that are subject to a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% in aggregate principal amount of the Certificates then outstanding, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates,
- (2) Reduce the rate of interest borne by any of the outstanding Certificates,
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates,
- (4) Modify the terms of payment of principal of, redemption premium, if any, or interest on the outstanding Certificates, or imposing any condition with respect to such payment, or
- (5) Change the minimum percentage of the principal amount of the Certificates necessary for consent to such amendment.

(c) *Notice.* If at any time the City shall desire to amend this Ordinance, the City shall send by United States mail, first-class, postage prepaid, to each registered owner of the affected Certificates a notice of the proposed amendment and cause a copy of the proposed amendment to be published at least once in a financial newspaper or journal of general circulation in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all owners of Certificates.

(d) *Receipt of Consents.* Whenever at any time within one year from the date of the first publication of said notice or other service of written notice of the proposed amendment the City shall receive an instrument or instruments executed by all of the owners or the owners of at least a majority in aggregate principal amount of Certificates, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the City may adopt the amendatory ordinance in substantially the same form.

(e) *Effect of Amendments.* Upon the adoption by the City of any ordinance to amend this Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with the amendatory ordinance, and the respective rights, duties, and obligations of the City and all the owners of then outstanding Certificates and all future Certificates shall thereafter be determined, exercised, and enforced under this Ordinance, as amended.

(f) *Consent Irrevocable.* Any consent given by any owner of Certificates pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication or other service of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the same Certificates during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar and the City, but such revocation shall not be effective if the owners of a majority



in aggregate principal amount of Certificates, prior to the attempted revocation, consented to and approved the amendment.

(g) *Ownership.* For the purpose of establishing ownership of the Certificates, the City shall rely solely upon the registration of the ownership of such Certificates on the Registration Books kept by the Paying Agent/Registrar.

Section 22. SALE OF CERTIFICATES. (a) The Certificates are hereby sold and shall be delivered to [\_\_\_\_\_] (the “Underwriter”), for the purchase price of \$[\_\_\_\_\_] (representing the par amount of the Certificates of \$[\_\_\_\_\_] plus net aggregate original issue premium of \$[\_\_\_\_\_] (premium to be applied as set forth in Section 24), less an underwriting discount of \$[\_\_\_\_\_] ), pursuant to the terms and provisions of an Official Notice of Sale and Official Bid Form, in substantially the form presented at this meeting, which the Mayor is hereby authorized to execute and deliver. The Initial Certificate shall be delivered to the Underwriter, and the Underwriter shall have the right to exchange the Initial Certificate as provided herein without cost. The Initial Certificate shall be registered in the name of the Underwriter or its designee.

(b) It is hereby officially found, determined and declared that the Certificates have been sold in a public sale to the Underwriter, after receiving sealed bids pursuant to an Official Notice of Sale and Official Bid Form. Before being awarded the winning bid, the Underwriter certified to the City in the Official Bid Form that either it filed the disclosure form required under Section 2252.908, Texas Government Code, or that it is exempt from the disclosure form filing requirements of the Texas Ethics Commission pursuant to Section 2252.908(c)(4), Texas Government Code. The sale of the Certificates to the Underwriter was on terms that are most advantageous to the City reasonably obtained and, upon the advice of the City’s financial advisor, is in the best interests of the City.

(c) The Issuer hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Underwriter in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement prior to the date hereof is hereby ratified and confirmed.

Section 23. FURTHER PROCEDURES. That the Mayor, the City Manager, any Assistant City Manager, the Director of Finance, the City Secretary, the Deputy City Secretary, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, and the sale and delivery of the Certificates and fixing all details in connection therewith.

Section 24. USE OF PROCEEDS. That the proceeds from the sale of the Certificates may be used for the purposes described in Section 1 of this Ordinance, in the manner described in the letter of instructions executed by the City or on behalf of the City by its financial advisor. The foregoing notwithstanding, proceeds representing accrued interest on the Certificates shall be deposited to the credit of the Interest and Sinking Fund, and proceeds representing premium on the Certificates shall be used in a manner consistent with the provisions of Section 1201.042(d), Texas Government Code. The sum of the principal amount of the Certificates and the premium



paid by the Purchaser to fund the improvements described in Section 1 of this Ordinance equals \$[\_\_\_\_], and does not exceed the maximum amount of Certificates stated in the notice of intent to issue the Certificates (\$[\_\_\_\_]) that was approved and notice given in the manner described in the preamble to this Ordinance. Any amounts remaining after completion of the improvements described in Section 1 hereof shall be transferred FIRST to the Rebate Fund, to the extent required by Section 13 hereof and as further described in Section 24 hereof, and THEREAFTER to the Interest and Sinking Fund.

Section 25. INTEREST EARNINGS. That the interest earnings derived from the investment of proceeds from the sale of the Certificates may be used along with other proceeds for the construction of the permanent improvements set forth in Section 1 hereof for which the Certificates are issued; provided, that after completion of such permanent improvements, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on proceeds which are required to be rebated to the United States of America pursuant to this Ordinance hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 26. WRITTEN PROCEDURES. That unless superseded by another action of the City, to ensure compliance with the covenants contained in Section 13 hereof regarding private business use, remedial actions, arbitrage and rebate, the written procedures adopted by the City in the ordinance authorizing the issuance of City of Burleson, Texas Waterworks and Sewer System Revenue Bonds, Series 2012, adopted by the City Council on April 16, 2012, apply to the Certificates.

Section 27. PREAMBLE. That the preamble to this Ordinance is incorporated by reference and made a part hereof for all purposes.

Section 28. MISCELLANEOUS PROVISIONS. (a) *Titles Not Restrictive*. That the titles assigned to the various sections of this Ordinance are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Ordinance.

(b) *Rules of Construction*. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular section or other subdivision. Except where the context otherwise requires, terms defined in this Ordinance to impart the singular number shall be considered to include the plural number and vice versa. References to any named person means that party and its successors and assigns. References to an officer or designated position (e.g., City Manager) include any person acting in the capacity of such officer or designated position, whether on an acting, interim or permanent basis. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Ordinance is adopted by the City and any future amendments thereto or successor provisions thereof. Any reference to "FORM OF CERTIFICATE" shall refer to the form of the Certificates set forth in Exhibit A to this Ordinance. Any reference to the payment of principal in this Ordinance shall be deemed to include the payment of any mandatory sinking fund redemption payments as may be described herein.

(c) *Inconsistent Provisions*. All ordinances, orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed and declared to be inapplicable, and the provisions of this Ordinance shall be and remain controlling as to the matters prescribed herein.



(d) *Severability*. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance shall nevertheless be valid and the City hereby declares that this Ordinance would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provisions.

(e) *Governing Law*. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas.

(f) *Open Meeting*. The City officially finds and determines that the meeting at which this Ordinance is adopted was open to the public; and that public notice of the time, place, and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code.

(g) *Application of Chapter 1208, Government Code*. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and the Surplus Revenues granted by the City under Sections 8 and 9, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the ad valorem taxes and Surplus Revenues granted by the City is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

(h) *Payment of Attorney General Fee Authorized*. The City Council hereby authorizes the payment of the fee of the Office of the Attorney General of the State of Texas for the examination of the proceedings relating to the issuance of the Certificates, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code.

(i) *Immediate Effect*. In accordance with the provisions of Section 1201.028, Texas Government Code, this Ordinance shall be effective immediately upon its adoption by the City Council.



**Exhibit A  
to  
Ordinance**

FORM OF CERTIFICATE

NO. \_\_\_\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTIES OF TARRANT AND JOHNSON  
CITY OF BURLESON, TEXAS  
COMBINATION TAX AND REVENUE  
CERTIFICATES OF OBLIGATION, SERIES 2023

<u>MATURITY DATE</u>	<u>INTEREST RATE</u>	<u>DATE OF DELIVERY</u>	<u>CUSIP</u>
	%		

ON THE MATURITY DATE SPECIFIED ABOVE, THE CITY OF BURLESON, TEXAS (the "City" or the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to \_\_\_\_\_, or to the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount of

\_\_\_\_\_ DOLLARS

and to pay interest thereon, from the Date of Delivery specified above, to the Maturity Date specified above, or the date of its redemption prior to scheduled maturity, at the Interest Rate per annum specified above, with said interest payable on March 1, 2024, and semiannually on each September 1 and March 1 thereafter; except that if this Certificate is required to be authenticated and the date of its authentication is later than March 1, 2024, such interest is payable semiannually on each September 1 and March 1 following such date. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. At maturity or redemption prior to maturity, the principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at the designated corporate trust office in Dallas, Texas (the "Designated Trust Office") of U.S. Bank Trust Company, National Association, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared at the close of business on the 15th day of the month next preceding each date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. Any accrued interest due at maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for payment at the Designated Trust Office of the Paying Agent/Registrar. The



Issuer covenants with the registered owner of this Certificate that on or before each principal and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IN THE EVENT OF NON-PAYMENT of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest ("Special Payment Date", which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner of a Certificate appearing on the Registration Books kept by the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE, dated the Date of Delivery specified above, is one of a Series of Certificates authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[\_\_\_\_], for the purpose of paying contractual obligations to be incurred by the City, to-wit, the construction of improvements described in the Ordinance, and the payment of costs for professional services as described in the Ordinance, including the payment of fiscal, engineering and legal fees incurred in connection therewith.

ON MARCH 1, [\_\_\_\_], or on any date thereafter, the Certificates of this Series maturing on March 1, [\_\_\_\_] and thereafter may be redeemed prior to their scheduled maturities, at the option of the Issuer, in whole, or in part, at par and accrued interest to the date fixed for redemption. The years of maturity of the Certificates called for redemption at the option of the City prior to their stated maturity shall be selected by the City. The Certificates or portions thereof redeemed within a maturity shall be selected by lot or other method by the Paying Agent/Registrar; *provided*, that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Issuer and the securities depository.

A WRITTEN NOTICE OF redemption shall be given to the registered owner of each Certificate or a portion thereof being called for redemption not more than 60 days nor less than 30 days prior to the date fixed for such redemption by depositing such notice in the United States mail, first-class postage prepaid, addressed to each such registered owner at his address shown on the Registration Books of the Paying Agent/Registrar. If such notice of redemption is mailed, and if due provision for such payment is made, all as provided above, this Certificate, or the portion hereof which is to be so redeemed, thereby automatically shall be redeemed prior to its scheduled



maturity, and shall not bear interest after the date fixed for its redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of this Certificate or any portion hereof. If a portion of any Certificate shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Ordinance.

THE FOREGOING PARAGRAPH NOTWITHSTANDING, with respect to any optional redemption of the Certificates, unless certain prerequisites to such optional redemption required by the Ordinance have been met and money sufficient to pay the principal of, premium, if any, and interest on the Certificates to be redeemed will have been received by the Paying Agent/Registrar prior to giving such notice, such notice may state that the optional redemption will, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such money by the Paying Agent/Registrar on or prior to the date fixed for such redemption or upon any prerequisite set forth in the notice of redemption. If a notice of conditional redemption is given and such prerequisites to the redemption are not satisfied, such notice will be of no force and effect, the City will not redeem such Certificates and the Paying Agent/Registrar will give notice in the manner in which the notice of redemption was given, to the effect that such Certificates will not be redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the principal denomination of any integral multiple of \$5,000. As provided in the Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any principal denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar at its Designated Trust Office for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar at its Designated Trust Office, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The foregoing notwithstanding, in the case of the exchange of an assigned and transferred Certificate or Certificates or any portion or portions thereof, such fees and charges of the Paying Agent/Registrar will be paid by the Issuer. The one requesting such exchange shall pay the Paying Agent/Registrar's reasonable standard or customary fees and charges for exchanging any Certificate or portion thereof. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such



assignment, transfer, or exchange as a condition precedent to the exercise of such privilege. In any circumstance, neither the Issuer nor the Paying Agent/Registrar shall be required (1) to make any transfer or exchange during a period beginning at the opening of business 30 days before the day of the first mailing of a notice of redemption of Certificates and ending at the close of business on the day of such mailing, or (2) to transfer or exchange any Certificates so selected for redemption when such redemption is scheduled to occur within 30 calendar days.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificates, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate have been performed, existed, and been done in accordance with law; that this Certificate is a direct obligation of said Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, in the manner provided in the Ordinance, and have been pledged for such payment, within the limit prescribed by law; and that a limited pledge (not to exceed \$1,000) of the surplus revenues from the operation of the City's combined municipal waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof and any other obligations heretofore or hereafter incurred to which such revenues have been or shall be encumbered by a lien on and pledge of such revenues superior to the lien on and pledge of such revenues to the Certificates, have been pledged as additional security for the Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the Issuer, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor of the City, attested by the manual or facsimile signature of the City Secretary, and the official seal of the Issuer has been duly affixed to, or impressed, or placed in facsimile, on this Certificate.

XXXXXXXXXXXXXXXXX  
\_\_\_\_\_  
City Secretary

XXXXXXXXXXXXXXXXX  
\_\_\_\_\_  
Mayor



(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate has been issued under the provisions of the proceedings adopted by the City as described in the text of this Certificate; and that this Certificate has been issued in exchange for or replacement of a certificate of obligation of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated \_\_\_\_\_

U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION  
Dallas, Texas  
Paying Agent/Registrar

By \_\_\_\_\_  
Authorized Representative

FORM OF COMPTROLLER'S CERTIFICATE  
(ATTACHED TO THE INITIAL CERTIFICATE)

OFFICE OF COMPTROLLER : REGISTER NO. \_\_\_\_\_  
STATE OF TEXAS :

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate, and that this Certificate has been registered this day by me.

WITNESS MY HAND and seal of office at Austin, Texas this \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Comptroller of Public Accounts of  
the State of Texas



FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
(Please insert Social Security or Taxpayer Identification Number of Transferee)

\_\_\_\_\_  
/\_\_\_\_\_/

\_\_\_\_\_  
(Please print or typewrite name and address, including zip code of Transferee)

\_\_\_\_\_  
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

\_\_\_\_\_  
attorney to register the transfer of the within Certificate on books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

\_\_\_\_\_  
NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.



## INITIAL CERTIFICATE INSERTIONS

The Initial Certificate shall be in the form set forth above, except that the form of the single fully registered Initial Certificate shall be modified as follows:

- (i) immediately under the name of the Certificate the headings "Maturity Date", "Interest Rate", "Date of Delivery" and "CUSIP" shall be omitted; and
- (ii) Paragraph one shall read as follows:

Registered Owner:      
Principal Amount:      
Date of Delivery:     SEPTEMBER 20, 2023

THE CITY OF BURLESON, TEXAS (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on March 1 in each of the years and in principal installments in accordance with the following schedule:

<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		

and to pay interest thereon from the date of delivery specified above, on March 1, 2024, and semiannually on each September 1 and March 1 thereafter to the maturity date specified above, or to the date of redemption prior to maturity, at the interest rate per annum specified above. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.



**Exhibit B  
to  
Ordinance**

**DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

The following information is referred to in Section 19 of this Ordinance.

**Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified below (and included in the Appendix or under the headings of the Official Statement referred to):

1. The information included in the Official Statement under the following captions, but for the most recently concluded fiscal year: Tables 1 through 6 and 8 through 15, inclusive.

2. Appendix B to the Official Statement, **"Excerpts from the City of Burleson, Texas Annual Financial Report for the Year Ended September 30, 2022"**.

**Accounting Principles**

The accounting principles referred to in such Section are the accounting principles described in the notes to the Annual Financial Report referred to above.



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## City Council Regular Meeting

**DEPARTMENT:** Development Services  
**FROM:** Tony McIlwain, Development Services Director  
**MEETING:** August 21, 2023

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**SUBJECT:**

Consider an ordinance approving the 2023-24 annual Service and Assessment Plan (SAP) update for the Parks at Panchasarp Farms Public Improvement District No. JC-1 and directing the City Secretary to file this ordinance with the County Clerk. (First Reading) (*Staff Presenter: Tony McIlwain, Development Services Director*)

**SUMMARY:**

The Parks at Panchasarp Farms Public Improvement District JC-1 (the "PID") was created pursuant to the PID act and a resolution by the City Council on February 2, 2019 to finance certain public park improvements for the benefit of the Property in the PID.

On February 3, 2020, City Council approved the Service and Assessment Plan for the PID that set the assessment rate and specific improvements for which the PID is responsible. Generally, the PID is responsible for construction and maintenance of public park improvements within the Parks and Panchasarp Farms development. The Service and Assessment Plan was updated for the Phase #2 Reimbursement Agreement in the aggregate principal amount of \$482,718 (the "Phase #2 Reimbursement Agreement") on March 21, 2022 (the "Updated Service and Assessment Plan").

Pursuant to Chapter 372 of the Texas Local Government Code, the Updated Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for the Authorized Improvements. The proposed ordinance adopts the Updated Service and Assessment Plan for the year 2023-24 (the "Annual Service Plan Update").

The assessment period runs from September 01, 2023 through August 31, 2024. Following is a summary of activity and assessments for the reporting period:

As of June 30, 2023, a total of seventy-seven (77) of the one-hundred thirty (130) Lots within Phase #2 have been triggered in 2023-24, with the issuance of building permits.

Below is a table summarizing the updated sources of funds required to construct the PID's authorized improvements and establish the PID:



**Table II-B**  
**Sources and Uses of Funds – Total<sup>1</sup>**

<b>Sources of Funds</b>	<b>Original Budget</b>	<b>Budget Revisions<sup>2</sup></b>	<b>Revised Budget</b>	<b>Spent to Date<sup>1</sup></b>	<b>Remaining Balance<sup>2</sup></b>
Phase #1 Reimbursement Agreement	\$374,055	\$0	\$374,055	\$374,055	\$0
Phase #2 Reimbursement Agreement	\$482,718	\$0	\$482,718	\$325,900	\$156,817
Future Phase Reimbursement Agreement	\$2,075,067	\$0	\$2,075,067	\$0	\$2,075,067
Other funding sources	\$0	\$0	\$0	\$0	\$0
<b>Total Sources</b>	<b>\$2,931,839</b>	<b>\$0</b>	<b>\$2,931,839</b>	<b>\$699,955</b>	<b>\$2,231,884</b>
<b>Uses of Funds</b>					
<i>Authorized Improvements</i>					
Grading improvements	\$43,200	\$100,000	\$143,200	\$125,121	\$18,079
Irrigation improvements	\$316,310	\$0	\$316,310	\$96,754	\$219,556
Landscaping improvements	\$960,004	\$0	\$960,004	\$205,034	\$754,970
Site furnishings improvements	\$177,200	\$0	\$177,200	\$0	\$177,200
Site elements improvements	\$447,954	\$0	\$447,954	\$70,518	\$377,436
Playground improvements	\$517,812	\$0	\$517,812	\$73,585	\$444,227
Other soft costs including PID creation costs	\$469,359	(\$100,000)	\$369,359	\$128,943	\$240,416
<b>Total Uses</b>	<b>\$2,931,839</b>	<b>\$0</b>	<b>\$2,931,839</b>	<b>\$699,955</b>	<b>\$2,231,884</b>

1- The numbers in this and subsequent tables are in some cases shown rounded to the nearest dollar; however, the calculations are made to the cent.

2 - According to the Updated Service and Assessment Plan dated March 21, 2022. Current costs spent for the Authorized Improvements will be provided by the Developer and included in the Service and Assessment Plan updated for the Phase #3 levy.

### **OPTIONS:**

- 1) Approve the ordinance as presented
- 2) Approve the ordinance with changes
- 3) Deny the ordinance

### **RECOMMENDATION:**

Staff recommendations approval of the ordinance as presented.

### **PRIOR ACTION/INPUT (Council, Boards, Citizens):**

On November 12, 2018, the City Council approved a Public Improvement District Policy.

On December 10, 2018, the City Council approved a resolution accepting a PID petition and set a public hearing date to consider the creation of the Parks at Pachasarp Farms Public Improvement District JC-1.

On February 4, 2019, the City Council approved a resolution creating the Parks at Pachasarp Farms Public Improvement District JC-1.

On November 11, 2019, the City Council held a work session to give staff feedback on the assessment rates of the Parks at Panchasarp Farms Public Improvement District JC-1.

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On January 6, 2020, the City Council approved a resolution adopting a preliminary service and assessment plan of Phase 1 of the development and set a public hearing date to levy the assessment.

On February 3, 2020, the City Council held a public hearing and approved an ordinance adopting a service and assessment plan and levying an assessment on Phase 1.

On June 15, 2020, the City Council approved an interlocal agreement with Johnson County for collection of assessments from the Parks at Pachasarp Farms Public Improvement District JC-1.

On September 21, 2020, the City Council approved a resolution adopting the 2020-21 annual service plan update.

On September 7, 2021, the City Council approved an ordinance adopting the 2021-22 annual service plan update.

On January 18, 2022, the City Council approved a resolution setting the public hearing and approving a preliminary Service and Assessment Plan.

On February 21, 2022, the City Council held a public hearing and approved an ordinance on first reading adopting a service and assessment plan and levying an assessment on Phase 2, and the ordinance was approved on final reading on March 7, 2022.

On September 6, 2022, the City Council approved an ordinance adopting the 2022-23 annual service plan update.

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

Tony McIlwain  
Development Services Director  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
817-426-9684





# 2023-24 ANNUAL SERVICE AND ASSESSMENT PLAN (SAP) UPDATE

Presented to the City Council on  
August 21, 2023



# 2023-24 ANNUAL SAP UPDATE

## What is a Public Improvement District (PID)?

- PIDs are created by the property owners wishing to benefit from public improvements; cannot be forced upon the property owners by the city.
- Chapter 372 of the Local Government Code establishes the enabling legislation for PIDs
- Public Improvements include:
  - Landscaping, fountains, lightings, signs
  - Sidewalk and street alterations, pedestrian malls, public art
  - Parks, libraries, off-street parking facilities
  - Water, sewer and drainage improvements, etc.

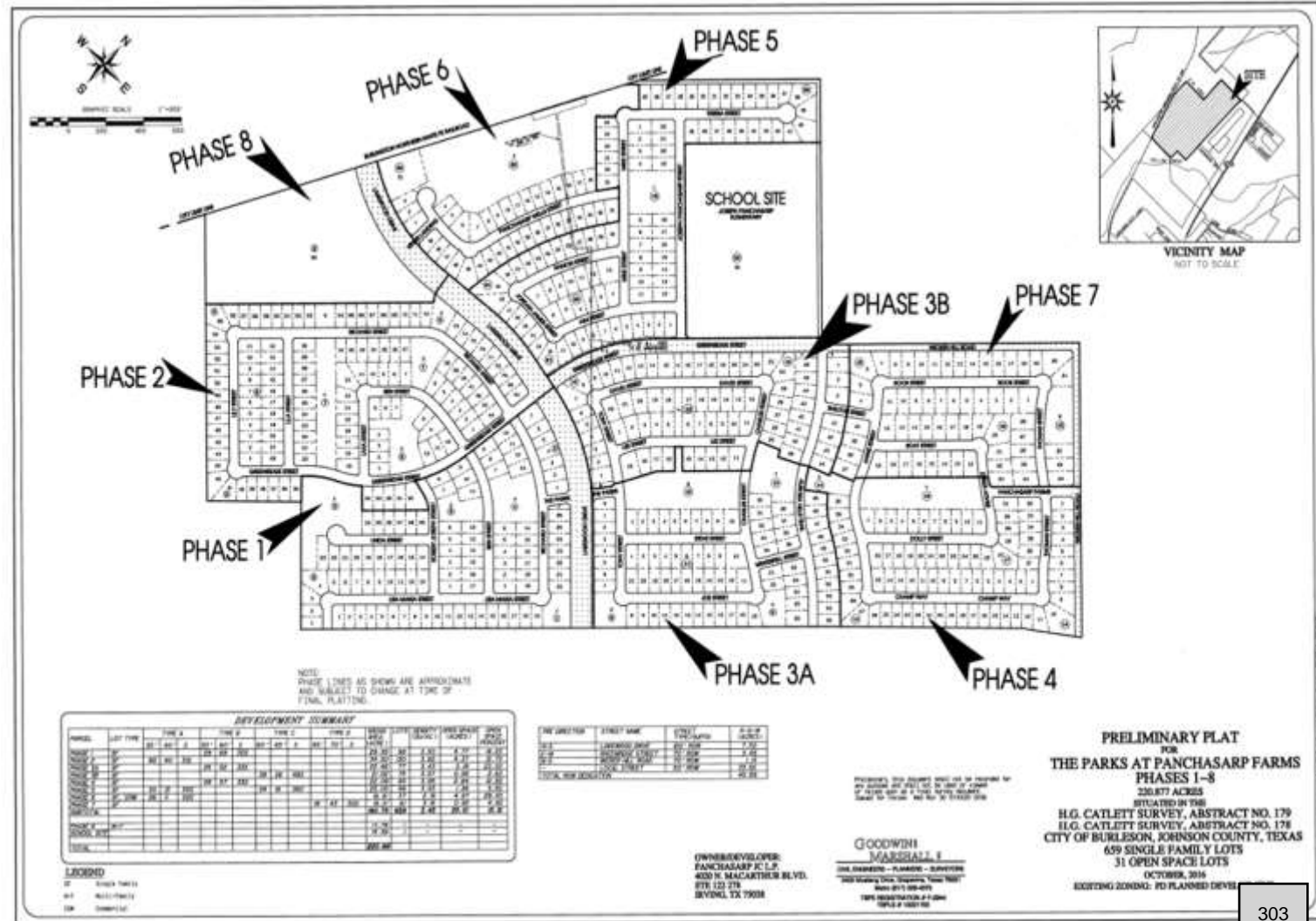


# 2023-24 ANNUAL SAP UPDATE

## The Parks at Panchasarp Farm

- 659 SF Lots
- Multi-Family Lot
- Commercial Site
- School Site
- 25 Acres Parks

The Panchasarp Farms Public Improvement District (the “PID”) was created with Resolution CSO#981-02-2019 of the City Council on February 4, 2019, to finance certain public improvements within the development.





# 2023-24 ANNUAL SAP UPDATE

A service and assessment plan dated February 3, 2020 (the “Service and Assessment Plan”) was prepared at the direction of the City identifying:

- the public improvements (the “Authorized Improvements”) to be provided by the PID
- the costs of the Authorized Improvements
- The indebtedness to be incurred for the Authorized Improvements
- the manner of assessing the property in the PID for the costs of the Authorized Improvements

The Texas legislature passed House Bill 1543 as an amendment to the PID Act, requiring, among other things:

- all Service and Assessment Plans and Annual Service Plan Updates be approved through City ordinance or order to be filed with the county clerk of each county in which all or part of the PID is located within seven days
- include a copy of the notice form required by Section 5.014 of the Texas Property Code (the “PID Assessment Notice”) as disclosure of the obligation to pay PID Assessments



# 2023-24 ANNUAL SAP UPDATE

## PREVIOUS ANNUAL SAP UPDATES

- September 20, 2020: Resolution adopting the 2020-2021 Annual Service Plan Update by City Council.
- September 7, 2021: First reading of the Ordinance adopting the 2021-2022 Annual Service Plan Update by City Council
- September 20 2021: Final reading of the Ordinance adopting the 2021-2022 Annual Service Plan Update by City Council
- August 15, 2022: First reading of the Ordinance adopting the 2022-2023 Annual Service Plan Update by City Council
- September 6, 2022: Final reading of the Ordinance adopting the 2022-2023 Annual Service Plan Update by City Council



# 2023-24 ANNUAL SAP UPDATE

The following tables contain assessment, indebtedness and annual installment data. With regard to the presentation, an understanding of the following terms is helpful:

- **Number of Lots** shall mean the number of permits issued by the city for home construction.
- **Equivalent Unit (EU)** shall mean the number of dwelling units (by lot type) expected to be built on the Parcel multiplied by the factors calculated. Essentially, the lot type with the highest estimated average unit value is the base and is assigned an EU factor of 1.00. Thereafter, the EU of each other lot type is a ratio/percentage of the lot type with an EU of 1.00.

*Ex: Lot Type 1 – Estimated Average Home Value is \$340,00 = Highest Value = EU 1.00*

*Lot Type 2 – Estimated Average Home Value is \$315,00 =  $(\$315,000/\$340,000) = EU$   
0.93*

*Lot Type 3 – Estimated Average Home Value is \$293,000 =  $(\$293,000/\$340,000) = EU$   
0.86*



# 2023-24 ANNUAL SAP UPDATE

**Annual Installment Conditions** refer to when the assessment for each parcel should be collected. The earlier of the three conditions below will trigger the commencement of the collection of Annual Installments for each parcel.

- Condition i: Annual Installment collection for a specific parcel shall commence when the building permit for the parcel has been issued.
- Condition ii: Annual Installment collection for all parcels in the Phase shall commence the first October after issuance of a series of Phased PID Bonds.
- Condition iii: Annual Installment collection for all parcels (or remaining parcels that yet to be triggered) shall commence the first October occurring after the expiration of two years from the date of the levy of Assessments on the Phase.



# 2023-24 ANNUAL SAP UPDATE

**Table II-D**

**Assessments on Phase #1 Lots with Building Permits as of June 30, 2023<sup>1</sup>**

<b>Trigger Period</b>	<b>Annual Installment Condition Trigger</b>	<b>Number of Lots</b>	<b>Total EU</b>	<b>Total Assessments<sup>2</sup></b>
2020-21	Condition (i)	41	34.14	\$156,728.33
2021-22	Condition (i)	55	45.62	\$209,430.19
2022-23	Condition (iii)	2	1.72	\$7,896.10
<b>Total</b>		<b>98</b>	<b>81.48</b>	<b>\$374,054.62</b>



# 2023-24 ANNUAL SAP UPDATE

**Table II-C-2**

## **Annual Projected Indebtedness & Projected Annual Installments – Phase #2**

<b>Assessment Year Ending 09/01<sup>1</sup></b>	<b>Annual Projected Costs</b>	<b>Annual Projected Indebtedness</b>	<b>Phase #2 Projected Annual Installments<sup>2,3</sup></b>
2022-2023	\$482,718	\$482,718	\$32,856
2024	\$0	\$0	\$41,186
2025	\$0	\$0	\$72,722
2026	\$0	\$0	\$72,664
2027	\$0	\$0	\$73,435
2028	\$0	\$0	\$73,353
2029	\$0	\$0	\$74,101
<b>Total</b>	<b>\$482,718</b>	<b>\$482,718</b>	<b>\$440,317</b>

1 - Projected Annual Installments for Assessment Years ending 2022-24 represent actual amounts billed and include applicable credits. Assessment Years ending 2025-2029 represent projected amounts and will be updated in future Annual Service Plan Updates.

2 - Represents the Annual Installments billed for Phase #2 Lots triggered as of May 31, 2023.

3 - Refer to Section E of this report for additional information regarding Phase #2's annual budget and Annual Installments.



# 2023-24 ANNUAL SAP UPDATE

**Table II-J**

**Assessments on Phase #2 Lots with Building Permits as of June 30, 2023<sup>1</sup>**

<b>Trigger Period</b>	<b>Annual Installment Condition Trigger</b>	<b>Number of Lots</b>	<b>Total EU</b>	<b>Total Assessments<sup>2</sup></b>
2022-23	Condition (i)	59	48.01	\$220,402.09
2023-24	Condition (i)	18	14.50	\$66,565.93
<b>Total</b>		<b>77</b>	<b>62.51</b>	<b>\$286,968.02</b>

1 – Number of Lots represents the issuance of building permits according to the City.

2 – See various Assessment Rolls for the current total outstanding Assessment balances.



### **Council Options**

- Approve the ordinance as presented
- Approve the ordinance with revisions
- Deny the ordinance

### **Staff's Recommendation**

Staff recommends the Council approve the ordinance and direct the City Secretary to file the ordinance with the County Clerk.



## **ORDINANCE**

**AN ORDINANCE APPROVING THE 2023-24 ANNUAL SERVICE AND ASSESSMENT PLAN UPDATE FOR THE PARKS AT PANCHASARP FARMS PUBLIC IMPROVEMENT DISTRICT NO. JC-1; DIRECTING THE CITY SECRETARY TO FILE THIS ORDINANCE WITH THE COUNTY CLERK; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; INCORPORATING THE RECITALS; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Burleson, Texas (the “City”) is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the City received a petition requesting the creation of the Parks at Panchasarp Farms Public Improvement District No. JC-1 (the “PID”); and

**WHEREAS**, on February 4, 2019, the City held a public hearing then passed and adopted Resolution CSO#981-02-2019 establishing the PID in accordance with the Public Improvement District Act; and

**WHEREAS**, on February 3, 2020, the City passed and adopted Ordinance CSO#1268-02-2020 approving a Service and Assessment Plan for the PID; and

**WHEREAS**, on March 7, 2022, the City passed and adopted Ordinance CSO#2008-03-2022 approving an amended and restated Service and Assessment Plan for the PID (the “SAP”); and

**WHEREAS**, on September 6, 2022, the City passed and adopted Ordinance CSO#3053-09-2022

**WHEREAS**, the city council wishes to approve the 2023-24 Annual Update of the SAP (the “Annual Service Plan Update”) for the PID.

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

### **Section 1**

The 2023-2024 Annual Service Plan Update, attached to this Ordinance as Exhibit A, is hereby approved and adopted on behalf of the PID.

### **Section 2**

The City Secretary shall cause this ordinance to be filed with the county clerk in each county in which all or a part of the PID is located not later than seven (7) days after the date the governing body of the City approves this Annual Service Plan Update.

### **Section 3**

Any and all ordinances, resolutions, rules, regulations, policies or provisions in conflict with the provisions of this ordinance are hereby repealed and rescinded to the extent of conflict herewith.



**Section 4**

If any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of this ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**Section 5**

All of the above premises in the preamble are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

**Section 6**

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

**Section 7**

This ordinance shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED:**

**First Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Final Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Campos, City Secretary

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney



**PANCHASARP FARMS  
PUBLIC IMPROVEMENT DISTRICT  
CITY OF BURLESON, TEXAS**

**ANNUAL SERVICE PLAN UPDATE  
(ASSESSMENT YEAR 9/1/23 - 8/31/24)**

**APPROVED BY CITY COUNCIL ON:  
AUGUST 21, 2023**

**PREPARED BY:**

**MUNICAP, INC.**  
— PUBLIC FINANCE —



# **PANCHASARP FARMS PUBLIC IMPROVEMENT DISTRICT**

## **ANNUAL SERVICE PLAN UPDATE (ASSESSMENT YEAR 9/1/23 – 8/31/24)**

### **TABLE OF CONTENTS**

<b>I. INTRODUCTION .....</b>	<b>1</b>
<b>II. UPDATE OF THE SERVICE PLAN .....</b>	<b>3</b>
<b>A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS .....</b>	<b>3</b>
<b>B. FIVE YEAR SERVICE PLAN.....</b>	<b>4</b>
<b>C. ANNUAL BUDGET – PHASE #1 .....</b>	<b>6</b>
<b>D. ANNUAL INSTALLMENTS PER UNIT - PHASE #1 .....</b>	<b>9</b>
<b>E. ANNUAL BUDGET – PHASE #2 .....</b>	<b>9</b>
<b>F. ANNUAL INSTALLMENTS PER UNIT - PHASE #2 .....</b>	<b>12</b>
<b>III. UPDATE OF THE ASSESSMENT PLAN .....</b>	<b>14</b>
<b>IV. UPDATE OF THE ASSESSMENT ROLL .....</b>	<b>15</b>
<b>A. PARCEL UPDATES.....</b>	<b>15</b>
<b>B. PREPAYMENT OF ASSESSMENTS .....</b>	<b>16</b>
 <b>APPENDIX A - PID MAP</b>	
<b>APPENDIX B - PREPAID PARCELS</b>	
<b>APPENDIX C - LAND USE CLASS AND EQUIVALENT UNITS</b>	
<b>APPENDIX D-1 - PHASE #1 2023-24 ASSESSMENT ROLL - ALL PARCELS</b>	
<b>APPENDIX D-2 - PHASE #1 2023-24 ASSESSMENT ROLL SUMMARY - FOR LOTS TRIGGERED IN 2020-21</b>	
<b>APPENDIX D-3 - PHASE #1 2023-24 ASSESSMENT ROLL SUMMARY - FOR LOTS TRIGGERED IN 2021-22</b>	
<b>APPENDIX D-4 - PHASE #1 2023-24 ASSESSMENT ROLL SUMMARY - FOR LOTS TRIGGERED IN 2022-23</b>	
<b>APPENDIX E-1 - PHASE #2 2023-24 ASSESSMENT ROLL - ALL PARCELS</b>	
<b>APPENDIX E-2 - PHASE #2 2023-24 ASSESSMENT ROLL SUMMARY - FOR LOTS TRIGGERED IN 2022-23</b>	
<b>APPENDIX E-3 - PHASE #2 2023-24 ASSESSMENT ROLL SUMMARY - FOR LOTS TRIGGERED IN 2023-24</b>	
<b>APPENDIX F - PID ASSESSMENT NOTICE</b>	



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## ***I. INTRODUCTION***

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The Panchasarp Farms Public Improvement District (the “PID”) was created pursuant to Chapter 372, Texas Local Government Code, as amended (the “PID Act”) and Resolution CSO#981-02-2019 of the City Council on February 4, 2019, to finance certain public improvement projects for the benefit of the property in the PID. The City approved the Phase #1 Reimbursement Agreement in the aggregate initial amount of \$377,134 pursuant to a resolution adopted by the City Council on February 3, 2020, to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. The Phase #1 Reimbursement Agreement amount was updated to \$374,055 based on a new allocation of revised Equivalent Units as shown in Appendix C (the “Phase #1 Reimbursement Agreement”).

A service and assessment plan dated February 3, 2020 (the “Service and Assessment Plan”) was prepared at the direction of the City identifying the public improvements (the “Authorized Improvements”) to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. The Service and Assessment Plan was updated for the Phase #2 Reimbursement Agreement in the aggregate principal amount of \$482,718 (the “Phase #2 Reimbursement Agreement”) on March 21, 2022 (the “Updated Service and Assessment Plan”). Pursuant to Chapter 372 of the Texas Local Government Code, as amended (the “PID Act”), the Updated Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for the Authorized Improvements. This document is the annual update of the Updated Service and Assessment Plan for 2023-24 (the “Annual Service Plan Update”).

The City also adopted an assessment roll for Phase #1 of the PID and Phase #2 of the PID attached as Appendix F (the “Phase #1 Assessment Roll”) and Appendix G (the “Phase #2 Assessment Roll”), respectively, to the Updated Service and Assessment Plan identifying the assessments on each Parcel of Assessed Property, based on the method of assessment identified in the Updated Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for 2023-24.

The Texas legislature passed House Bill 1543 as an amendment to the PID Act, requiring, among other things, (i) all Service and Assessment Plans and Annual Service Plan Updates be approved through City ordinance or order to be filed with the county clerk of each county in which all or part of the PID is located within seven days and (ii) include a copy of the notice form required by Section 5.014 of the Texas Property Code (the “PID Assessment Notice”) as disclosure of the obligation to pay PID Assessments. In light of these amendments to the PID Act, this Annual Service Plan Update includes a copy of the PID Assessment Notice as Appendix F and copy of this Annual Service Plan Update will be filed with the county clerk in each county in which all or a part of the PID is located not later than seven (7) days after the date the governing body of the City approves this Annual Service Plan Update.

Section 372.013 of the PID Act, as amended, stipulates that a person who proposes to sell or otherwise convey real property that is located in the PID, except in certain situation described in the PID Act, shall first give to the purchaser of the property a copy of the completed PID



Assessment Notice. The PID Assessment Notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller provided the required notice, the purchaser, subject to certain exceptions described in the PID act, is entitled to terminate the contract.

The PID Assessment Notice shall be executed by the seller and must be filed in the real property records of the County in which the property is located at the closing of the purchase and sale of the property.

Capitalized terms shall have the meanings set forth in the Updated Service and Assessment Plan unless otherwise defined herein.

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## ***II. UPDATE OF THE SERVICE PLAN***

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### **A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS**

Pursuant to the Updated Service and Assessment Plan adopted by City Council, the initial total estimated costs of the Authorized Improvements were equal to \$2,931,839. According to the Updated Service and Assessment Plan, the costs spent as of March 21, 2022 for the Authorized Improvements were equal to \$699,955.

The Actual Costs of the portion of the Authorized Improvements to be financed in each Phase shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units shown in Table II-A below.

**Table II-A**  
**Allocated Costs of Authorized Improvements per Phase**

<b>Phase</b>	<b>Original Estimated EU</b>	<b>Revised Estimated EU<sup>2</sup></b>	<b>Percentage Allocation</b>	<b>Proportionate Share of Costs</b>
Phase #1	82.25	81.48	12.76%	\$374,055
Phase #2	105.15	105.15	16.46%	\$482,718
Future Phases	452.01	452.01	70.78%	\$2,075,067
<b>Total</b>	<b>639.41</b>	<b>638.64</b>	<b>100.00%</b>	<b>\$2,931,839</b>

1- The numbers in this and subsequent tables are in some cases shown rounded to the nearest dollar; however, the calculations are made to the cent.

2- The Equivalent Units used to determine the Assessments for each Phase. The Equivalent Units reported for Phase #1 and Phase #2 are the final values.

### ***Sources and Uses - Total***

Table II-B on the following page summarizes the updated sources and uses of funds required to (i) construct all of the Authorized Improvements within the PID and (ii) establish the PID. See Table II-A above for the allocation percentage based on Phase.

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**Table II-B**  
**Sources and Uses of Funds – Total<sup>1</sup>**

<b>Sources of Funds</b>	<b>Original Budget</b>	<b>Budget Revisions<sup>2</sup></b>	<b>Revised Budget</b>	<b>Spent to Date<sup>1</sup></b>	<b>Remaining Balance<sup>2</sup></b>
Phase #1 Reimbursement Agreement	\$374,055	\$0	\$374,055	\$374,055	\$0
Phase #2 Reimbursement Agreement	\$482,718	\$0	\$482,718	\$325,900	\$156,817
Future Phase Reimbursement Agreement	\$2,075,067	\$0	\$2,075,067	\$0	\$2,075,067
Other funding sources	\$0	\$0	\$0	\$0	\$0
<b>Total Sources</b>	<b>\$2,931,839</b>	<b>\$0</b>	<b>\$2,931,839</b>	<b>\$699,955</b>	<b>\$2,231,884</b>
<b>Uses of Funds</b>					
<i>Authorized Improvements</i>					
Grading improvements	\$43,200	\$100,000	\$143,200	\$125,121	\$18,079
Irrigation improvements	\$316,310	\$0	\$316,310	\$96,754	\$219,556
Landscaping improvements	\$960,004	\$0	\$960,004	\$205,034	\$754,970
Site furnishings improvements	\$177,200	\$0	\$177,200	\$0	\$177,200
Site elements improvements	\$447,954	\$0	\$447,954	\$70,518	\$377,436
Playground improvements	\$517,812	\$0	\$517,812	\$73,585	\$444,227
Other soft costs including PID creation costs	\$469,359	(\$100,000)	\$369,359	\$128,943	\$240,416
<b>Total Uses</b>	<b>\$2,931,839</b>	<b>\$0</b>	<b>\$2,931,839</b>	<b>\$699,955</b>	<b>\$2,231,884</b>

1- The numbers in this and subsequent tables are in some cases shown rounded to the nearest dollar; however, the calculations are made to the cent.

2 - According to the Updated Service and Assessment Plan dated March 21, 2022. Current costs spent for the Authorized Improvements will be provided by the Developer and included in the Service and Assessment Plan updated for the Phase #3 levy.

#### Total Authorized Improvement Cost Variances

As shown in Table II-B above, there are no significant variances of the Authorized Improvement costs.

## **B. FIVE YEAR SERVICE PLAN**

According to the PID Act, a service plan must cover a period of five years. Based upon the actual budget for the Authorized Improvements, the Annual Installments expected to be collected during the next five years is shown in Tables II-C-1 and II-C-2 on the following page.

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**Table II-C-1**  
**Annual Projected Indebtedness & Projected Annual Installments – Phase #1**

<b>Assessment Year Ending 09/01<sup>1</sup></b>	<b>Annual Projected Costs</b>	<b>Annual Projected Indebtedness</b>	<b>Phase #1 Projected Annual Installments<sup>2,3</sup></b>
2021-2023	\$374,055	\$374,055	\$137,528
2024	\$0	\$0	\$57,047
2025	\$0	\$0	\$58,857
2026	\$0	\$0	\$59,121
2027	\$0	\$0	\$59,295
2028	\$0	\$0	\$59,536
2029	\$0	\$0	\$59,688
<b>Total</b>	<b>\$374,055</b>	<b>\$374,055</b>	<b>\$491,072</b>

1 - Projected Annual Installments for Assessment Years ending 2021-24 represent actual amounts billed and include applicable credits. Assessment Years ending 2025-2029 represent projected amounts and will be updated in future Annual Service Plan Updates.

2 - Represents the Annual Installments billed for Phase #1 Lots triggered as of May 31, 2023.

3 - Refer to Section C of this report for additional information regarding Phase #1's annual budget and Annual Installments.

4 - The numbers in this and subsequent tables are in some cases shown rounded to the nearest dollar; however, the calculations are made to the cent.

**Table II-C-2**  
**Annual Projected Indebtedness & Projected Annual Installments – Phase #2**

<b>Assessment Year Ending 09/01<sup>1</sup></b>	<b>Annual Projected Costs</b>	<b>Annual Projected Indebtedness</b>	<b>Phase #2 Projected Annual Installments<sup>2,3</sup></b>
2022-2023	\$482,718	\$482,718	\$32,856
2024	\$0	\$0	\$41,186
2025	\$0	\$0	\$72,722
2026	\$0	\$0	\$72,664
2027	\$0	\$0	\$73,435
2028	\$0	\$0	\$73,353
2029	\$0	\$0	\$74,101
<b>Total</b>	<b>\$482,718</b>	<b>\$482,718</b>	<b>\$440,317</b>

1 - Projected Annual Installments for Assessment Years ending 2022-24 represent actual amounts billed and include applicable credits. Assessment Years ending 2025-2029 represent projected amounts and will be updated in future Annual Service Plan Updates.

2 - Represents the Annual Installments billed for Phase #2 Lots triggered as of May 31, 2023.

3 - Refer to Section E of this report for additional information regarding Phase #2's annual budget and Annual Installments.

4 - The numbers in this and subsequent tables are in some cases shown rounded to the nearest dollar; however, the calculations are made to the cent.

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## C. ANNUAL BUDGET – PHASE #1

### Phase #1 - Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty (30) Annual Installments of principal and interest beginning with the tax year following the issuance of the Phase #1 Reimbursement Agreement. The collection of the first Annual Installment for a Phase #1 Lot or Parcel shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within each Phase, such that Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of a series of Phased PID Bonds for Phase #1 Assessed Property, such that upon the issuance of PID Bonds, all Assessments in the applicable Phase shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Phase #1 Assessed Property, such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #1 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

Table II-D below shows the amount of Assessments applicable to all Phase #1 Lots triggered as of June 30, 2022. As of June 30, 2022, the Assessment for all Phase #1 lots had been triggered.

**Table II-D**  
**Assessments on Phase #1 Lots with Building Permits as of June 30, 2023<sup>1</sup>**

<b>Trigger Period</b>	<b>Annual Installment Condition Trigger</b>	<b>Number of Lots</b>	<b>Total EU</b>	<b>Total Assessments<sup>2</sup></b>
2020-21	Condition (i)	41	34.14	\$156,728.33
2021-22	Condition (i)	55	45.62	\$209,430.19
2022-23	Condition (iii)	2	1.72	\$7,896.10
<b>Total</b>		<b>98</b>	<b>81.48</b>	<b>\$374,054.62</b>

1 – Number of Lots represents the issuance of building permits according to the City.

2 – See various Assessment Rolls for the current total outstanding Assessment balances.

3 – The numbers in this and subsequent tables are in some cases shown rounded to the nearest dollar; however, the calculations are made to the cent.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest at the rate on the Phase #1 Reimbursement Agreement commencing with the issuance of the Phase #1 Reimbursement Agreement. The effective interest rate of the Phase #1 Reimbursement Agreement interest payments is 5.10 percent per annum for 2023-24. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. These payments, the Annual Installments of the Assessments, shall be billed by the City in 2023 and will be delinquent on February 1, 2024.

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update will show the remaining balance of the Assessments, the Annual Installment due for 2023-24 and the administrative expenses to be collected from each Parcel. Annual administrative expenses shall be allocated to each Parcel pro rata based on the Annual Installment on a Parcel to the total Annual Installments in the PID that are payable at the time of such allocation. Each Annual Installment



shall be reduced by any credits applied under applicable documents including the Updated Service and Assessment Plan, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

#### Annual Budgets for the Repayment of Indebtedness

Debt service proportionately allocated to each Lot where a building permit was issued will be paid on the Phase #1 Reimbursement Agreement from the collection of the Annual Installments. In addition, Annual Collection Costs are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.

#### Phase #1 Annual Installments to be collected for 2023-24

The proportional Phase #1 budget for the PID will be paid from the collection of Annual Installments collected for 2023-24 as shown in Table II-E below.

**Table II-E**  
**Budget for the Phase #1 Annual Installments**  
**to be Collected for 2023-24**

Descriptions	Budget for all Lots Based on Trigger Period			Total
	2020-21	2021-22	2022-23	
Interest payment on or after March 1, 2024	\$3,414	\$4,690	\$198	\$8,302
Interest payment on or after September 1, 2024	\$3,414	\$4,690	\$198	\$8,302
Principal payment on September 1, 2024	\$2,673	\$3,572	\$121	\$6,366
<i>Subtotal debt service on R.A.</i>	<i>\$9,502</i>	<i>\$12,951</i>	<i>\$518</i>	<i>\$22,970</i>
Administrative Expenses	\$5,106	\$6,822	\$257	\$12,185
Maintenance Assessment	\$9,173	\$12,257	\$462	\$21,892
<i>Subtotal Expenses</i>	<i>\$23,780</i>	<i>\$32,030</i>	<i>\$1,237</i>	<i>\$57,047</i>
Available Administrative Expense account	\$0	\$0	\$0	\$0
<i>Subtotal funds available</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<b>Annual Installments</b>	<b>\$23,780</b>	<b>\$32,030</b>	<b>\$1,237</b>	<b>\$57,047</b>

#### Debt Service Payments

Table II- F on the following page shows the Annual Installments to be collected for principal and interest based on the outstanding Assessment balance for each trigger period and the effective interest rate of 5.10 percent.

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**Table II-F**  
**Principal and Interest to be Collected for 2023-24**

<b>Lots in Trigger Period</b>	<b>Outstanding Assessment Balance</b>	<b>Principal Due</b>	<b>Effective Interest Rate</b>	<b>3/1 Interest Due</b>	<b>9/1 Interest Due</b>	<b>Annual Installments to be Collected for P&amp;I</b>
2020-21	\$133,898	\$2,673	5.10%	\$3,414	\$3,414	\$9,502
2021-22	\$183,904	\$3,572	5.10%	\$4,690	\$4,690	\$12,951
2022-23	\$7,775	\$121	5.10%	\$198	\$198	\$518
<b>Total</b>	<b>\$325,577</b>	<b>\$6,366</b>		<b>\$8,302</b>	<b>\$8,302</b>	<b>\$22,970</b>

1- The numbers in this and subsequent tables are in some cases shown rounded to the nearest dollar; however, the calculations are made to the cent.

### Administrative Expenses

The Phase #1 proportional annual administrative expenses include the City, Administrator, and contingency fees for 2023-24 and are shown in Table II-G below.

**Table II-G**  
**Administrative Budget Breakdown**

<b>Lots in Trigger Period</b>	<b>2023-24 Estimated Budget</b>
2020-21	\$5,106
2021-22	\$6,822
2022-23	\$257
<b>Total</b>	<b>\$12,185</b>

### Maintenance Expenses

The Phase #1 proportional annual maintenance expenses to be proportionally collected for 2023-24 is shown below in Table II-H.

**Table II-H**  
**Maintenance Budget Breakdown<sup>1</sup>**

<b>Lots in Trigger Period</b>	<b>2023-24 Estimated Budget</b>
2020-21	\$9,173
2021-22	\$12,257
2022-23	\$462
<b>Total</b>	<b>\$21,892</b>

1- See Table II-D for a breakdown of the number of lots triggered within each period. The proportional annual maintenance expenses to be collected for 2023-24 are estimated to be \$269 per Lot.

2 - Pursuant to the Updated Service and Assessment Plan, Lots with prepaid Assessments will continue to pay a proportionate share of the total Maintenance Expense.



#### Available Administrative Expense Account

There are no available administrative expense funds to reduce the 2023-24 Annual Installment.

#### **D. ANNUAL INSTALLMENTS PER UNIT - PHASE #1**

According to the Updated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #1 Reimbursement Agreement and (ii) to cover Administrative Expenses of the PID.

According to the Developer, ninety-eight (98) units, representing 81.48 Equivalent Units, were anticipated to be built within Phase #1 of the PID. See Table II-A of this report for the trigger period breakdown of the ninety-eight (98) in Phase #1. Additionally, six (6) 60 ft Lots and three (3) 55 ft Lots have prepaid their Assessments in full as of May 31, 2023, resulting in a current outstanding Equivalent Unit balance for Phase#1 Lots of 73.95 ( $81.48 - 7.53 = 73.95$ ).

The Annual Installment to be collected from each Parcel within Phase #1 of the PID, excluding prepaid Parcels, is calculated by multiplying the Annual Installment for each unit shown in Table II-I below by the total estimated Equivalent Units for each Parcel in the PID.

**Table II-I**  
**Annual Installment Per Equivalent Unit – Phase #1**

<b>Lots in Trigger Period</b>	<b>Principal</b>	<b>Interest</b>	<b>Administrative Expense</b>	<b>Maintenance Expense<sup>1</sup></b>	<b>Annual Installment</b>
2020-21	\$86.87	\$221.93	\$165.93	\$268.68	\$743.40
2021-22	\$86.15	\$226.22	\$164.56	\$268.68	\$745.60
2022-23	\$70.46	\$230.53	\$149.55	\$268.68	\$719.22

1 – According to the Updated Service and Assessment Plan, all prepaid Lots are only obligated to pay the Maintenance Assessment expense upon full prepayment of PID Assessment.

The list of Parcels within Phase #1 of the PID, the corresponding lot types of the Parcels, the corresponding total Equivalent Units, the total outstanding Assessment, the annual principal and interest, the Administrative Expenses, Maintenance Expenses and the Annual Installment to be collected for 2023-24 are shown in the Assessment Roll Summaries attached hereto as Appendices D-1, D-2, D-3 and D-4.

#### **E. ANNUAL BUDGET – PHASE #2**

##### Phase #2 - Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty (30) Annual Installments of principal and interest beginning with the tax year following the issuance of the Phase #2 Reimbursement Agreement. The collection of the first Annual Installment for a Phase #2 Lot or Parcel shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within each Phase, such that Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of a series of Phased PID Bonds for Phase #2 Assessed Property, such that upon the issuance of PID Bonds, all Assessments in the



applicable Phase shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Phase #2 Assessed Property, such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #2 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

Table II-J below shows the amount of Assessments applicable to the Phase #2 Lots triggered as of June 30, 2023.

**Table II-J**  
**Assessments on Phase #2 Lots with Building Permits as of June 30, 2023<sup>1</sup>**

<b>Trigger Period</b>	<b>Annual Installment Condition Trigger</b>	<b>Number of Lots</b>	<b>Total EU</b>	<b>Total Assessments<sup>2</sup></b>
2022-23	Condition (i)	59	48.01	\$220,402.09
2023-24	Condition (i)	18	14.50	\$66,565.93
<b>Total</b>		<b>77</b>	<b>62.51</b>	<b>\$286,968.02</b>

1 – Number of Lots represents the issuance of building permits according to the City.

2 – See various Assessment Rolls for the current total outstanding Assessment balances.

3 – The numbers in this and subsequent tables are in some cases shown rounded to the nearest dollar; however, the calculations are made to the cent.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest at the rate on the Phase #2 Reimbursement Agreement commencing with the issuance of the Phase #2 Reimbursement Agreement. The effective interest rate of the Phase #2 Reimbursement Agreement interest payments is 4.45 percent per annum for 2023-24. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. These payments, the Annual Installments of the Assessments, shall be billed by the City in 2023 and will be delinquent on February 1, 2024.

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update will show the remaining balance of the Assessments, the Annual Installment due for 2023-24 and the administrative expenses to be collected from each Parcel. Annual administrative expenses shall be allocated to each Parcel pro rata based on the Annual Installment on a Parcel to the total Annual Installments in the PID that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Updated Service and Assessment Plan, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

#### Annual Budgets for the Repayment of Indebtedness

Debt service proportionately allocated to each Lot where a building permit was issued will be paid on the Phase #2 Reimbursement Agreement from the collection of the Annual Installments. In addition, Annual Collection Costs are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.



Phase #2 Annual Installments to be collected for 2023-24

The proportional Phase #2 budget for the PID will be paid from the collection of Annual Installments collected for 2023-24 as shown in Table II-K below.

**Table II-K**  
**Budget for the Phase #2 Annual Installments  
to be Collected for 2023-24**

Descriptions	Budget for Lots Based on Trigger Period		TOTAL
	2022-23	2023-24	
Interest payment on or after March 1, 2024	\$4,242	\$1,481	\$5,723
Interest payment on or after September 1, 2024	\$4,242	\$1,481	\$5,723
Principal payment on September 1, 2024	\$2,978	\$1,022	\$4,000
<i>Subtotal debt service on R.A.</i>	<i>\$11,463</i>	<i>\$3,984</i>	<i>\$15,447</i>
Administrative Expenses	\$6,901	\$2,043	\$8,945
Maintenance Assessment	\$12,899	\$3,896	\$16,795
<i>Subtotal Expenses</i>	<i>\$31,263</i>	<i>\$9,923</i>	<i>\$41,186</i>
Available Administrative Expense account	\$0	\$0	\$0
<i>Subtotal funds available</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<b>Annual Installments</b>	<b>\$31,263</b>	<b>\$9,923</b>	<b>\$41,186</b>

1- The numbers in this and subsequent tables are in some cases shown rounded to the nearest dollar; however, the calculations are made to the cent.

Debt Service Payments

Table II-L below shows the Annual Installments to be collected for principal and interest based on the outstanding Assessment balance for each trigger period and the effective interest rate of 4.45 percent.

**Table II-L**  
**Principal and Interest to be Collected for 2023-24**

Lots in Trigger Period	Outstanding Assessment Balance	Principal Due	Effective Interest Rate	3/1 Interest Due	9/1 Interest Due	Annual Installments to be Collected for P&I
2022-23	\$190,668	\$2,978	4.45%	\$4,242	\$4,242	\$11,463
2023-24	\$66,566	\$1,022	4.45%	\$1,481	\$1,481	\$3,984
<b>Total</b>	<b>\$257,234</b>	<b>\$4,000</b>		<b>\$5,723</b>	<b>\$5,723</b>	<b>\$15,447</b>

Administrative Expenses

The Phase #2 proportional annual administrative expenses include the City, Administrator, and contingency fees for 2023-24 and are shown in Table II-M on the following page.



**Table II-M**  
**Administrative Budget Breakdown**

<b>Lots in Trigger Period</b>	<b>2023-24 Estimated Budget</b>
2022-23	\$6,901
2023-24	\$2,043
<b>Total</b>	<b>\$8,945</b>

1- The numbers in this and subsequent tables are in some cases shown rounded to the nearest dollar; however, the calculations are made to the cent.

**Maintenance Expenses**

The Phase #2 proportional annual maintenance expenses to be proportionally collected for 2023-24 is shown below in Table II-N.

**Table II-N**  
**Maintenance Budget Breakdown**

<b>Lots in Trigger Period</b>	<b>2023-24 Estimated Budget</b>
2022-23	\$12,899
2023-24	\$3,896
<b>Total</b>	<b>\$16,795</b>

1- See Table II-J for a breakdown of the number of lots triggered within each period. The proportional annual maintenance expenses to be collected for 2023-24 are estimated to be \$269 per Lot.

2 - Pursuant to the Updated Service and Assessment Plan, Lots with prepaid Assessments will continue to pay a proportionate share of the total Maintenance Expense.

**Available Administrative Expense Account**

There are no available administrative expense funds to reduce the 2023-24 Annual Installment.

**F. ANNUAL INSTALLMENTS PER UNIT - PHASE #2**

According to the Updated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #2 Reimbursement Agreement and (ii) to cover Administrative Expenses of the PID.

According to the Developer, one-hundred thirty (130) units, representing 105.15 Equivalent Units, are anticipated to be built within Phase #2 of the PID. As of June 30, 2023, seventy-seven Phase #2 Lots have been triggered for Annual Installment collection, representing 56.77 Equivalent Units. See Table II-J of this report for the trigger period breakdown of the lots triggered in Phase #2. Additionally, three (3) 60 ft Lots and four (4) 55 ft Lots have prepaid their Assessments in full as of June 30, 2023, resulting in a current outstanding Equivalent Unit balance for Phase #2 Lots of 99.41 (105.15 - 5.74 = 99.41).



The Annual Installment to be collected from each Parcel within Phase #2 of the PID, excluding prepaid Parcels, is calculated by multiplying the Annual Installment for each unit shown in Table II-O below by the total estimated Equivalent Units for each Parcel in the PID.

**Table II-O**  
**Annual Installment Per EU – Phase #2**

<b>Lots in Trigger Period</b>	<b>Principal</b>	<b>Interest</b>	<b>Administrative Expense</b>	<b>Maintenance Expense</b>	<b>Annual Installment</b>
2022-23	\$70.46	\$200.73	\$163.26	\$268.68	\$703.13
2023-24	\$70.46	\$204.29	\$140.92	\$268.68	\$684.35

The list of Parcels within Phase #2 of the PID, the corresponding lot types of the Parcels, the corresponding total Equivalent Units, the total outstanding Assessment, the annual principal and interest, the Administrative Expenses, Maintenance Expenses and the Annual Installment to be collected for 2023-24 are shown in the Assessment Roll Summaries attached hereto as Appendices E-1, E-2 and E-3.

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### ***III. UPDATE OF THE ASSESSMENT PLAN***

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The Updated Service and Assessment Plan adopted by the City Council describes that the Authorized Improvement costs shall be allocated to the Assessed Property equally based on the equivalent number of residential dwelling units anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement costs to Parcels similarly benefited.

Pursuant to Section VI.G of the Updated Service and Assessment Plan, “The collection of the first Annual Installment for a Phase #1 Lot or Parcel shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within each Phase, such that Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of a series of Bonds for Phase #1 Assessed Property, such that upon the issuance of Bonds, all Assessments in the applicable Phase shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Phase #1 Assessed Property, such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #1 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.”

Pursuant to Section VI.G of the Updated Service and Assessment Plan, “The collection of the first Annual Installment for a Phase #2 Lot or Parcel shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within each Phase, such that Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of a series of Bonds for Phase #2 Assessed Property, such that upon the issuance of Bonds, all Assessments in the applicable Phase shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Phase #2 Assessed Property, such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #2 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.”

#### *Assessment Methodology*

This method of assessing property, as updated in prior Annual Service Plan Updates, has not been changed and Assessed Property will continue to be assessed as provided for in the Updated Service and Assessment Plan.



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## ***IV. UPDATE OF THE ASSESSMENT ROLL***

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Pursuant to the Updated Service and Assessment Plan, the Assessment Rolls shall be updated each year to reflect:

(i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by the Updated Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.F of the Updated Service and Assessment Plan.

The summary of updated Assessment Roll is shown in Appendix D of this report. Each Parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each Parcel. Assessments are to be reallocated for the subdivision of any Parcels.

### **A. PARCEL UPDATES**

According to the Updated Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision
- C = the estimated number of Equivalent Units to be built on each new subdivided Parcel
- D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

According to the Johnson County Appraisal District and the Developer, a final plat for Phase #1 was filed and recorded on December 11, 2019, and amended on July 17, 2020. As a result, ninety-eight (98) residential Lots were subdivided and were officially recognized in the official Johnson County roll in 2019.

According to the City, building permits for forty-one (41) Phase #1 Lots had been issued as of July 31, 2020. As a result, condition (i) had been satisfied for the respective 41 Lots, and the first Annual Installments were due no later than January 31, 2021, for each Lot.

According to the City, building permits for an additional fifty-five (55) Phase #1 Lots had been issued during the period of August 1, 2020 through June 30, 2021. As a result, condition (i) has



been satisfied for the respective 55 Lots, and the first Annual Installment for these Lots were due no later than January 31, 2022 for each Lot.

Pursuant to condition (iii) of Section VI-G of the Updated Service and Assessment Plan, the remaining two (2) Phase #1 Lots were triggered for collection in 2022 and the first Annual Installment for these Lots were due no later than January 31, 2023 for each Lot.

According to the Johnson County Appraisal District and the Developer, a final plat for Phase #2 was filed and recorded on December 22, 2021. As a result, one-hundred thirty (130) residential Lots were subdivided and were officially recognized in the official Johnson County roll in 2021.

According to the City, building permits for fifty-nine (59) Phase #2 Lots had been issued as of June 30, 2022. As a result, condition (i) had been satisfied for the respective 59 Lots, and the first Annual Installments were due no later than January 31, 2023 for each lot.

Thereafter, according to the City, additional building permits for eighteen (18) Phase #2 Lots had been issued as of June 30, 2023. As a result, condition (i) had been satisfied for the respective eighteen (18) Lots triggered in 2023-24, and the first Annual Installments will be due no later than January 31, 2024 for each lot.

## **B. PREPAYMENT OF ASSESSMENTS**

There have been sixteen (16) Assessment prepayments as of June 30, 2023. See Appendix B of this report for additional prepayment related information.

The complete Assessment Roll is available for review at the City Hall, located at 141 W. Renfro Street, Burleson, Texas 76028.

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**APPENDIX A**  
**PID MAP**







**APPENDIX B**  
**PREPAID PARCELS**



**APPENDIX B**  
**LIST OF PREPAID PARCELS**

<b>Parcel ID</b>	<b>Prepayment Date</b>	<b>Amount</b>	<b>Full/Partial<sup>1</sup></b>
126.2233.01120	Oct-20	\$3,980.56	Full
126.2233.02150	Oct-20	\$3,980.56	Full
126.2233.01030	Nov-20	\$3,980.56	Full
126.2233.03060	Nov-21	\$3,566.55	Full
126.2233.02120	Dec-21	\$3,948.05	Full
126.2233.01200	Aug-21	\$3,948.05	Full
126.2233.05130	Nov-21	\$3,626.70	Full
126.2233.04100	Jul-21	\$3,948.05	Full
126.2233.03040	Jan-22	\$3,626.70	Full
126.2233.20720	Oct-22	\$3,626.70	Full
126.2233.20245	Jan-23	\$3,626.70	Full
126.2233.20813	Jan-23	\$3,626.70	Full
126.2233.20803	Apr-23	\$3,626.70	Full
126.2233.20740	May-23	\$3,948.05	Full
126.2233.20719	Jun-23	\$3,948.05	Full
126.2233.20244	Jun-23	\$3,948.05	Full

1 - Pursuant to the Updated Service and Assessment Plan, Lots with prepaid Assessments will continue to pay a proportionate share of the Maintenance Expense.



**APPENDIX C**  
**LAND USE CLASS AND EQUIVALENT UNITS**



## LAND USE CLASS AND EQUIVALENT UNITS

For purposes of allocating the Assessments, the Assessed Property has been classified in one of six Lot Types. Table C-1 below shows the original proposed residential Lot Types within the PID.

**Table C-1**  
**Proposed Development within the PID (Original)<sup>1</sup>**

<b>Lot Type</b>	<b>Description</b>	<b>Proposed Development</b>	
Lot Type 1	70 Ft Lots	43	Units
Lot Type 2	65 Ft Lots	73	Units
Lot Type 3	60 Ft Lots	315	Units
Lot Type 4	55 Ft Lots	228	Units
Lot Type 5	Multi-Family	250	Units
<b>Total</b>		<b>909</b>	<b>Units</b>

<sup>1</sup> As originally provided by the Developer

Pursuant to the Developer, the proposed development plan within the PID has been updated as shown in Table C-2 below.

**Table C-2**  
**Proposed Development within the PID (Updated)**

<b>Lot Type</b>	<b>Description</b>	<b>Proposed Development</b>	
Lot Type 1	70 Ft Lots	43	Units
Lot Type 2	65 Ft Lots	73	Units
Lot Type 3	60 Ft Lots	304	Units
Lot Type 4	55 Ft Lots	239	Units
Lot Type 5	Multi-Family	250	Units
<b>Total</b>		<b>909</b>	<b>Units</b>

<sup>1</sup> As updated by the Developer

Table C-3 below shows the original proposed residential Lot Types within Phase #1.

**Table C-3**  
**Proposed Development – Phase #1 (Original)**

<b>Lot Type</b>	<b>Description</b>	<b>Proposed Development</b>	
Lot Type 1	70 Ft Lots	0	Units
Lot Type 2	65 Ft Lots	0	Units
Lot Type 3	60 Ft Lots	69	Units
Lot Type 4	55 Ft Lots	29	Units
Lot Type 5	Multi-Family	0	Units
<b>Total</b>		<b>98</b>	<b>Units</b>

Table C-4 on the following page shows the updated proposed residential Lot Types within Phase #1.



**Table C-4**  
**Proposed Development – Phase #1 (Updated)**

<b>Lot Type</b>	<b>Description</b>	<b>Proposed Development</b>	
Lot Type 1	70 Ft Lots	0	Units
Lot Type 2	65 Ft Lots	0	Units
Lot Type 3	60 Ft Lots	58	Units
Lot Type 4	55 Ft Lots	40	Units
Lot Type 5	Multi-Family	0	Units
<b>Total</b>		<b>98</b>	<b>Units</b>

Table C-5 below shows the updated proposed residential Lot Types within Phase #2.

**Table C-5**  
**Proposed Development – Phase #2**

<b>Lot Type</b>	<b>Description</b>	<b>Proposed Development</b>	
Lot Type 1	70 Ft Lots	0	Units
Lot Type 2	65 Ft Lots	0	Units
Lot Type 3	60 Ft Lots	35	Units
Lot Type 4	55 Ft Lots	95	Units
Lot Type 5	Multi-Family	0	Units
<b>Total</b>		<b>130</b>	<b>Units</b>

As explained under Section IV.D, for purpose of this Updated Service and Assessment Plan, the City Council has determined that the Actual Costs of the portion of the Park Improvements to be financed shall be allocated to the Future Phases Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Updated Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Future Phases Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 70 Ft, 65 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the “Lot Types” defined above. These classifications (from Lot Type 1 (70 Ft Lots) representing the highest value to Lot Type 5 (Multi-Family Lot) representing the lowest value for residential lots are set forth in Table C-6. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (70 Ft Lots) to 1.00.



**Table C-6**  
**Equivalent Unit Factors**

<b>Lot Type</b>	<b>Estimated Average Unit Value</b>	<b>Equivalent Unit Factor</b>
Lot Type 1 (70 Ft Lot)	\$340,000	1.00 per dwelling unit
Lot Type 2 (65 Ft Lot)	\$315,000	0.93 per dwelling unit
Lot Type 3 (60 Ft Lot)	\$293,000	0.86 per dwelling unit
Lot Type 4 (55 Ft Lot)	\$269,000	0.79 per dwelling unit
Lot Type 6 (Multi-Family)	\$105,000	0.31 per dwelling unit

The original total estimated Equivalent Units within the PID are shown in Table C-7 as calculated based on the Equivalent Unit factors shown above in Table C-6 and estimated Lot Types and number of units estimated to be built within the PID as shown in Table C-2.

**Table C-7**  
**Equivalent Units- Total (Original)**

<b>Lot Type</b>	<b>No. of units</b>	<b>Equivalent Unit Factor</b>	<b>Total Equivalent Units</b>
Lot Type 1 (70 Ft Lot)	43	1.00	43.00
Lot Type 2 (65 Ft Lot)	73	0.93	67.89
Lot Type 3 (60 Ft Lot)	315	0.86	270.90
Lot Type 4 (55 Ft Lot)	228	0.79	180.12
Lot Type 6 (Multi-Family)	250	0.31	77.50
<b>Total Equivalent Units</b>	<b>909</b>		<b>639.41</b>

The updated total estimated Equivalent Units within the PID are shown in Table C-8 as calculated based on the Equivalent Unit factors shown above in Table C-6 and estimated Lot Types and number of units estimated to be built within the PID as shown in Table C-1.

**Table C-8**  
**Equivalent Units- Total (Updated)**

<b>Lot Type</b>	<b>No. of units</b>	<b>Equivalent Unit Factor</b>	<b>Total Equivalent Units</b>
Lot Type 1 (70 Ft Lot)	43	1.00	43.00
Lot Type 2 (65 Ft Lot)	73	0.93	67.89
Lot Type 3 (60 Ft Lot)	304	0.86	261.44
Lot Type 4 (55 Ft Lot)	239	0.79	188.81
Lot Type 6 (Multi-Family)	250	0.31	77.50
<b>Total Equivalent Units</b>	<b>909</b>		<b>638.64</b>

The original total estimated Equivalent Units for Phase #1 are shown in Table C-9 below as calculated based on the Equivalent Unit factors shown above in Table C-6 and estimated Lot Types and number of units estimated to be built within Phase #1 as shown in Table C-3.



**Table C-9**  
**Equivalent Units- Phase #1 (Original)**

<b>Lot Type</b>	<b>No. of units</b>	<b>Equivalent Unit Factor</b>	<b>Total Equivalent Units</b>
Lot Type 1 (70 Ft Lot)	0	1.00	0.00
Lot Type 2 (65 Ft Lot)	0	0.93	0.00
Lot Type 3 (60 Ft Lot)	69	0.86	59.34
Lot Type 4 (55 Ft Lot)	29	0.79	22.91
Lot Type 6 (Multi-Family)	0	0.31	0.00
<b>Total Equivalent Units</b>	<b>98</b>		<b>82.25</b>

The updated total estimated Equivalent Units for Phase #1 are shown in Table C-10 as calculated based on the Equivalent Unit factors shown above in Table C-6 and estimated Lot Types and number of units estimated to be built within Phase #1 as shown in Table C-4.

**Table C-10**  
**Equivalent Units- Phase #1 (Updated)**

<b>Lot Type</b>	<b>No. of units</b>	<b>Equivalent Unit Factor</b>	<b>Total Equivalent Units</b>
Lot Type 1 (70 Ft Lot)	0	1.00	0.00
Lot Type 2 (65 Ft Lot)	0	0.93	0.00
Lot Type 3 (60 Ft Lot)	58	0.86	49.88
Lot Type 4 (55 Ft Lot)	40	0.79	31.60
Lot Type 6 (Multi-Family)	0	0.31	0.00
<b>Total Equivalent Units</b>	<b>98</b>		<b>81.48</b>

The total estimated Equivalent Units for Phase #2 are shown in Table C-11 on the following page as calculated based on the Equivalent Unit factors shown above in Table C-6 and estimated Lot Types and number of units estimated to be built within Phase #2 as shown in Table C-4.

**Table C-11**  
**Equivalent Units- Phase #1 (Original)**

<b>Lot Type</b>	<b>No. of units</b>	<b>Equivalent Unit Factor</b>	<b>Total Equivalent Units</b>
Lot Type 1 (70 Ft Lot)	0	1.00	0.00
Lot Type 2 (65 Ft Lot)	0	0.93	0.00
Lot Type 3 (60 Ft Lot)	69	0.86	59.34
Lot Type 4 (55 Ft Lot)	29	0.79	22.91
Lot Type 6 (Multi-Family)	0	0.31	0.00
<b>Total Equivalent Units</b>	<b>98</b>		<b>82.25</b>



**APPENDIX D-1**  
**PHASE #1 ASSESSMENT ROLL – ALL PARCELS**



**Appendix D-1**  
**Phase #1 Assessment Roll**

**Lots**  
**Assessment**  
**Equivalent Units**

**98**  
**\$374,055**  
**81.48**

Year	Principal	Interest	Administrative Expense		Annual Installment
			Maintenance Assessment	Other Administrative Expenses	
1	\$5,741	\$19,077	\$21,892	\$11,483	\$58,192
2	\$5,741	\$18,784	\$21,892	\$11,712	\$58,129
3	\$6,379	\$18,491	\$21,892	\$11,946	\$58,708
4	\$6,379	\$18,166	\$21,892	\$12,185	\$58,622
5	\$7,017	\$17,841	\$21,892	\$12,429	\$59,178
6	\$7,017	\$17,483	\$21,892	\$12,678	\$59,069
7	\$7,655	\$17,125	\$21,892	\$12,931	\$59,603
8	\$7,655	\$16,734	\$21,892	\$13,190	\$59,471
9	\$8,293	\$16,344	\$21,892	\$13,454	\$59,982
10	\$8,931	\$15,921	\$21,892	\$13,723	\$60,466
11	\$8,931	\$15,466	\$21,892	\$13,997	\$60,285
12	\$9,569	\$15,010	\$21,892	\$14,277	\$60,748
13	\$10,207	\$14,522	\$21,892	\$14,277	\$60,898
14	\$10,845	\$14,002	\$21,892	\$14,277	\$61,015
15	\$10,845	\$13,448	\$21,892	\$14,277	\$60,462
16	\$11,483	\$12,895	\$21,892	\$14,277	\$60,547
17	\$12,120	\$12,310	\$21,892	\$14,277	\$60,599
18	\$12,758	\$11,692	\$21,892	\$14,277	\$60,619
19	\$13,396	\$11,041	\$21,892	\$14,277	\$60,606
20	\$14,034	\$10,358	\$21,892	\$14,277	\$60,561
21	\$14,672	\$9,642	\$21,892	\$14,277	\$60,483
22	\$15,948	\$8,894	\$21,892	\$14,277	\$61,010
23	\$16,586	\$8,080	\$21,892	\$14,277	\$60,835
24	\$17,224	\$7,234	\$21,892	\$14,277	\$60,627
25	\$18,500	\$6,356	\$21,892	\$14,277	\$61,024
26	\$19,138	\$5,413	\$21,892	\$14,277	\$60,719
27	\$20,413	\$4,437	\$21,892	\$14,277	\$61,019
28	\$21,051	\$3,395	\$21,892	\$14,277	\$60,616
29	\$22,327	\$2,322	\$21,892	\$14,277	\$60,818
30	\$23,200	\$1,183	\$21,892	\$14,277	\$60,552
<b>Total</b>	<b>\$374,055</b>	<b>\$363,664</b>	<b>\$656,751</b>	<b>\$410,992</b>	<b>\$1,805,462</b>

1 - The interest is calculated using a 5.10% interest rate for years 1 through 5 and an interest rate of 5.10% thereafter.

2 - The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, assessment collection costs, and other PID administrative expenses. These estimates will be updated each year as part of the Annual Service Plan Update.



**APPENDIX D-2**  
**PHASE #1 2023-24 ASSESSMENT ROLL SUMMARY – FOR LOTS TRIGGERED IN**  
**2020-21**



**Appendix D-2**  
**Panchasarp Farms Public Improvement District**  
**Phase #1 Assessment Roll Summary - 2020-21 Trigger Parcels**

Parcel	Estimated No. of units	Lot Type	Original Equivalent Units	Outstanding Equivalent Units	Outstanding Assessments	Principal	Interest	Administrative Expenses	Maintenance Expenses	Annual Installment
126.2233.01030	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126.2233.01050	1	60 Ft	0.86	0.86	\$3,742.36	\$74.70	\$190.86	\$142.70	\$231.06	\$639.33
126.2233.01120	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126.2233.01130	1	55 Ft	0.79	0.79	\$3,437.75	\$68.62	\$175.33	\$131.08	\$212.25	\$587.29
126.2233.01140	1	60 Ft	0.86	0.86	\$3,742.36	\$74.70	\$190.86	\$142.70	\$231.06	\$639.33
126.2233.02020	1	60 Ft	0.86	0.86	\$3,742.36	\$74.70	\$190.86	\$142.70	\$231.06	\$639.33
126.2233.02030	1	55 Ft	0.79	0.79	\$3,437.75	\$68.62	\$175.33	\$131.08	\$212.25	\$587.29
126.2233.02040	1	55 Ft	0.79	0.79	\$3,437.75	\$68.62	\$175.33	\$131.08	\$212.25	\$587.29
126.2233.02050	1	55 Ft	0.79	0.79	\$3,437.75	\$68.62	\$175.33	\$131.08	\$212.25	\$587.29
126.2233.02070	1	60 Ft	0.86	0.86	\$3,742.36	\$74.70	\$190.86	\$142.70	\$231.06	\$639.33
126.2233.02080	1	60 Ft	0.86	0.86	\$3,742.36	\$74.70	\$190.86	\$142.70	\$231.06	\$639.33
126.2233.02130	1	55 Ft	0.79	0.79	\$3,437.75	\$68.62	\$175.33	\$131.08	\$212.25	\$587.29
126.2233.02140	1	55 Ft	0.79	0.79	\$3,437.75	\$68.62	\$175.33	\$131.08	\$212.25	\$587.29
126.2233.02150	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126.2233.02190	1	60 Ft	0.86	0.86	\$3,742.36	\$74.70	\$190.86	\$142.70	\$231.06	\$639.33
126.2233.02200	1	60 Ft	0.86	0.86	\$3,742.36	\$74.70	\$190.86	\$142.70	\$231.06	\$639.33
126.2233.02210	1	55 Ft	0.79	0.79	\$3,437.75	\$68.62	\$175.33	\$131.08	\$212.25	\$587.29
126.2233.02220	1	55 Ft	0.79	0.79	\$3,437.75	\$68.62	\$175.33	\$131.08	\$212.25	\$587.29
126.2233.02230	1	55 Ft	0.79	0.79	\$3,437.75	\$68.62	\$175.33	\$131.08	\$212.25	\$587.29
126.2233.02240	1	55 Ft	0.79	0.79	\$3,437.75	\$68.62	\$175.33	\$131.08	\$212.25	\$587.29
126.2233.02250	1	60 Ft	0.86	0.86	\$3,742.36	\$74.70	\$190.86	\$142.70	\$231.06	\$639.33
126.2233.02280	1	60 Ft	0.86	0.86	\$3,742.36	\$74.70	\$190.86	\$142.70	\$231.06	\$639.33
126.2233.02290	1	55 Ft	0.79	0.79	\$3,437.75	\$68.62	\$175.33	\$131.08	\$212.25	\$587.29
126.2233.03020	1	60 Ft	0.86	0.86	\$3,742.36	\$74.70	\$190.86	\$142.70	\$231.06	\$639.33
126.2233.03030	1	55 Ft	0.79	0.79	\$3,437.75	\$68.62	\$175.33	\$131.08	\$212.25	\$587.29
126.2233.03060	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
126.2233.03070	1	60 Ft	0.86	0.86	\$3,742.36	\$74.70	\$190.86	\$142.70	\$231.06	\$639.33
126.2233.04050	1	60 Ft	0.86	0.86	\$3,742.36	\$74.70	\$190.86	\$142.70	\$231.06	\$639.33
126.2233.04090	1	60 Ft	0.86	0.86	\$3,742.36	\$74.70	\$190.86	\$142.70	\$231.06	\$639.33
126.2233.04140	1	60 Ft	0.86	0.86	\$3,742.36	\$74.70	\$190.86	\$142.70	\$231.06	\$639.33
126.2233.04160	1	60 Ft	0.86	0.86	\$3,742.36	\$74.70	\$190.86	\$142.70	\$231.06	\$639.33
126.2233.04170	1	55 Ft	0.79	0.79	\$3,437.75	\$68.62	\$175.33	\$131.08	\$212.25	\$587.29
126.2233.05040	1	60 Ft	0.86	0.86	\$3,742.36	\$74.70	\$190.86	\$142.70	\$231.06	\$639.33
126.2233.05050	1	55 Ft	0.79	0.79	\$3,437.75	\$68.62	\$175.33	\$131.08	\$212.25	\$587.29
126.2233.05070	1	60 Ft	0.86	0.86	\$3,742.36	\$74.70	\$190.86	\$142.70	\$231.06	\$639.33
126.2233.05090	1	60 Ft	0.86	0.86	\$3,742.36	\$74.70	\$190.86	\$142.70	\$231.06	\$639.33
126.2233.05100	1	60 Ft	0.86	0.86	\$3,742.36	\$74.70	\$190.86	\$142.70	\$231.06	\$639.33
126.2233.05110	1	60 Ft	0.86	0.86	\$3,742.36	\$74.70	\$190.86	\$142.70	\$231.06	\$639.33
126.2233.05150	1	60 Ft	0.86	0.86	\$3,742.36	\$74.70	\$190.86	\$142.70	\$231.06	\$639.33
126.2233.05160	1	55 Ft	0.79	0.79	\$3,437.75	\$68.62	\$175.33	\$131.08	\$212.25	\$587.29
126.2233.05170	1	60 Ft	0.86	0.86	\$3,742.36	\$74.70	\$190.86	\$142.70	\$231.06	\$639.33
126.2233.01001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.01002	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.02001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.04001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.05001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>41</b>		<b>34.14</b>	<b>30.77</b>	<b>\$133,898.25</b>	<b>\$2,672.87</b>	<b>\$6,828.81</b>	<b>\$5,105.64</b>	<b>\$9,172.59</b>	<b>\$23,779.91</b>



**APPENDIX D-3**  
**PHASE #1 2023-24 ASSESSMENT ROLL SUMMARY – FOR LOTS TRIGGERED IN**  
**2021-22**



**Appendix D-3**  
**Panchasarp Farms Public Improvement District**  
**Phase #1 Assessment Roll Summary - 2021-22 Trigger Parcels**

Parcel	Estimated No. of units	Lot Type	Original Equivalent Units	Outstanding Equivalent Units	Outstanding Assessments	Principal	Interest	Administrative Expenses	Maintenance Expenses	Annual Installment
126.2233.01010	1	55 Ft	0.79	0.79	\$3,504.19	\$68.06	\$178.71	\$130.00	\$212.25	\$589.02
126.2233.01020	1	55 Ft	0.79	0.79	\$3,504.19	\$68.06	\$178.71	\$130.00	\$212.25	\$589.02
126.2233.01040	1	55 Ft	0.79	0.79	\$3,504.19	\$68.06	\$178.71	\$130.00	\$212.25	\$589.02
126.2233.01060	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.01070	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.01080	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.01090	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.01100	1	55 Ft	0.79	0.79	\$3,504.19	\$68.06	\$178.71	\$130.00	\$212.25	\$589.02
126.2233.01110	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.01150	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.01160	1	55 Ft	0.79	0.79	\$3,504.19	\$68.06	\$178.71	\$130.00	\$212.25	\$589.02
126.2233.01170	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.01180	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.01190	1	55 Ft	0.79	0.79	\$3,504.19	\$68.06	\$178.71	\$130.00	\$212.25	\$589.02
126.2233.01200	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126.2233.01210	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.01220	1	55 Ft	0.79	0.79	\$3,504.19	\$68.06	\$178.71	\$130.00	\$212.25	\$589.02
126.2233.01230	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.01240	1	55 Ft	0.79	0.79	\$3,504.19	\$68.06	\$178.71	\$130.00	\$212.25	\$589.02
126.2233.01250	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.01001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.01002	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.02010	1	55 Ft	0.79	0.79	\$3,504.19	\$68.06	\$178.71	\$130.00	\$212.25	\$589.02
126.2233.02060	1	55 Ft	0.79	0.79	\$3,504.19	\$68.06	\$178.71	\$130.00	\$212.25	\$589.02
126.2233.02090	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.02100	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.02110	1	55 Ft	0.79	0.79	\$3,504.19	\$68.06	\$178.71	\$130.00	\$212.25	\$589.02
126.2233.02120	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126.2233.02160	1	55 Ft	0.79	0.79	\$3,504.19	\$68.06	\$178.71	\$130.00	\$212.25	\$589.02
126.2233.02170	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.02180	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.02260	1	55 Ft	0.79	0.79	\$3,504.19	\$68.06	\$178.71	\$130.00	\$212.25	\$589.02
126.2233.02270	1	55 Ft	0.79	0.79	\$3,504.19	\$68.06	\$178.71	\$130.00	\$212.25	\$589.02
126.2233.02001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.03010	1	55 Ft	0.79	0.79	\$3,504.19	\$68.06	\$178.71	\$130.00	\$212.25	\$589.02
126.2233.03040	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
126.2233.03050	1	55 Ft	0.79	0.79	\$3,504.19	\$68.06	\$178.71	\$130.00	\$212.25	\$589.02
126.2233.04010	1	55 Ft	0.79	0.79	\$3,504.19	\$68.06	\$178.71	\$130.00	\$212.25	\$589.02
126.2233.04020	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.04030	1	55 Ft	0.79	0.79	\$3,504.19	\$68.06	\$178.71	\$130.00	\$212.25	\$589.02
126.2233.04040	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.04060	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.04070	1	55 Ft	0.79	0.79	\$3,504.19	\$68.06	\$178.71	\$130.00	\$212.25	\$589.02
126.2233.04080	1	55 Ft	0.79	0.79	\$3,504.19	\$68.06	\$178.71	\$130.00	\$212.25	\$589.02
126.2233.04100	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126.2233.04110	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.04120	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.04130	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.04180	1	55 Ft	0.79	0.79	\$3,504.19	\$68.06	\$178.71	\$130.00	\$212.25	\$589.02
126.2233.04190	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.04001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.05010	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.05020	1	55 Ft	0.79	0.79	\$3,504.19	\$68.06	\$178.71	\$130.00	\$212.25	\$589.02
126.2233.05030	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.05060	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.05080	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.05120	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.05130	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
126.2233.05140	1	60 Ft	0.86	0.86	\$3,814.69	\$74.09	\$194.55	\$141.52	\$231.06	\$641.21
126.2233.05001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>55</b>		<b>45.62</b>	<b>41.46</b>	<b>\$183,903.68</b>	<b>\$3,571.65</b>	<b>\$9,379.09</b>	<b>\$6,822.48</b>	<b>\$12,256.98</b>	<b>\$32,030.20</b>



**APPENDIX D-4**  
**PHASE #1 2023-24 ASSESSMENT ROLL SUMMARY – FOR LOTS TRIGGERED IN  
2022-23**



Appendix D-4  
**Panchasarp Farms Public Improvement District**  
**Phase #1 Assessment Roll Summary - 2022-23 Trigger Parcels**

Parcel	Estimated No. of units	Lot Type	Original Equivalent Units	Outstanding Equivalent Units	Outstanding Assessments	Principal	Interest	Administrative Expenses	Maintenance Expenses	Annual Installment
126.2233.01260	1	60 Ft	0.86	0.86	\$3,887.45	\$60.60	\$198.26	\$128.61	\$231.06	\$618.53
126.2233.04150	1	60 Ft	0.86	0.86	\$3,887.45	\$60.60	\$198.26	\$128.61	\$231.06	\$618.53
<b>Total</b>	<b>2</b>		<b>1.72</b>	<b>1.72</b>	<b>\$7,774.90</b>	<b>\$121.20</b>	<b>\$396.52</b>	<b>\$257.23</b>	<b>\$462.12</b>	<b>\$1,237.06</b>



**APPENDIX E-1**  
**PHASE #2 ASSESSMENT ROLL – ALL PARCELS**



**Appendix E-1**  
**Phase #2 Assessment Roll**

<b>Lots</b>	<b>130</b>
<b>Assessment</b>	<b>\$482,718</b>
<b>Total Units</b>	<b>105.15</b>

Year	Principal	Interest	Administrative Expense		
			Maintenance Assessment	Other Administrative Expenses	Annual Installment
1	\$7,409	\$21,481	\$28,251	\$14,818	\$71,959
2	\$7,409	\$21,151	\$28,251	\$15,115	\$71,926
3	\$8,232	\$20,822	\$28,251	\$15,417	\$72,722
4	\$8,232	\$20,455	\$28,251	\$15,725	\$72,664
5	\$9,056	\$20,089	\$28,251	\$16,040	\$73,435
6	\$9,056	\$19,686	\$28,251	\$16,360	\$73,353
7	\$9,879	\$19,283	\$28,251	\$16,688	\$74,101
8	\$9,879	\$18,843	\$28,251	\$17,021	\$73,995
9	\$10,702	\$18,404	\$28,251	\$17,362	\$74,719
10	\$11,525	\$17,927	\$28,251	\$17,709	\$75,413
11	\$11,525	\$17,415	\$28,251	\$18,063	\$75,254
12	\$12,349	\$16,902	\$28,251	\$18,425	\$75,926
13	\$13,172	\$16,352	\$28,251	\$18,425	\$76,200
14	\$13,995	\$15,766	\$28,251	\$18,425	\$76,437
15	\$13,995	\$15,143	\$28,251	\$18,425	\$75,814
16	\$14,818	\$14,520	\$28,251	\$18,425	\$76,015
17	\$15,641	\$13,861	\$28,251	\$18,425	\$76,178
18	\$16,465	\$13,165	\$28,251	\$18,425	\$76,306
19	\$17,288	\$12,432	\$28,251	\$18,425	\$76,396
20	\$18,111	\$11,663	\$28,251	\$18,425	\$76,450
21	\$18,934	\$10,857	\$28,251	\$18,425	\$76,467
22	\$20,581	\$10,015	\$28,251	\$18,425	\$77,271
23	\$21,404	\$9,099	\$28,251	\$18,425	\$77,179
24	\$22,227	\$8,146	\$28,251	\$18,425	\$77,049
25	\$23,874	\$7,157	\$28,251	\$18,425	\$77,707
26	\$24,697	\$6,095	\$28,251	\$18,425	\$77,468
27	\$26,343	\$4,996	\$28,251	\$18,425	\$78,015
28	\$27,167	\$3,823	\$28,251	\$18,425	\$77,666
29	\$28,813	\$2,614	\$28,251	\$18,425	\$78,103
30	\$29,939	\$1,332	\$28,251	\$18,425	\$77,947
<b>Total</b>	<b>\$482,718</b>	<b>\$409,495</b>	<b>\$847,537</b>	<b>\$530,386</b>	<b>\$2,270,136</b>

1 - The interest is calculated using a 4.45% interest rate for years 1 through 5 and an interest rate of 4.45% thereafter.

2 - The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, assessment collection costs, and other PID administrative expenses. These estimates will be updated each year as part of the Annual Service Plan Update.



**APPENDIX E-2**  
**PHASE #2 2023-24 ASSESSMENT ROLL SUMMARY – FOR LOTS TRIGGERED IN  
2022-23**



**Appendix E-2**  
**Panchasarp Farms Public Improvement District**  
**Phase #2 Assessment Roll Summary - 2022-23 Trigger Parcels**

Parcel	Estimated No. of units	Lot Type	Original Equivalent Units	Outstanding Equivalent Units	Outstanding Assessments	Principal	Interest	Administrative Expenses	Maintenance Expenses	Annual Installment
126.2233.20231	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20233	1	60 Ft	0.86	0.86	\$3,879.22	\$60.60	\$172.63	\$140.41	\$231.06	\$604.69
126.2233.20234	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20236	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20237	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20238	1	60 Ft	0.86	0.86	\$3,879.22	\$60.60	\$172.63	\$140.41	\$231.06	\$604.69
126.2233.20239	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20242	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20243	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20244	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126.2233.20245	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
126.2233.20246	1	60 Ft	0.86	0.86	\$3,879.22	\$60.60	\$172.63	\$140.41	\$231.06	\$604.69
126.2233.20247	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20248	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20249	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20251	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20253	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20255	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20260	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20261	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20262	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20263	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20266	1	60 Ft	0.86	0.86	\$3,879.22	\$60.60	\$172.63	\$140.41	\$231.06	\$604.69
126.2233.20267	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20270	1	60 Ft	0.86	0.86	\$3,879.22	\$60.60	\$172.63	\$140.41	\$231.06	\$604.69
126.2233.20271	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20272	1	60 Ft	0.86	0.86	\$3,879.22	\$60.60	\$172.63	\$140.41	\$231.06	\$604.69
126.2233.20276	1	60 Ft	0.86	0.86	\$3,879.22	\$60.60	\$172.63	\$140.41	\$231.06	\$604.69
126.2233.20277	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20280	1	60 Ft	0.86	0.86	\$3,879.22	\$60.60	\$172.63	\$140.41	\$231.06	\$604.69
126.2233.20601	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20602	1	60 Ft	0.86	0.86	\$3,879.22	\$60.60	\$172.63	\$140.41	\$231.06	\$604.69
126.2233.20605	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20609	1	60 Ft	0.86	0.86	\$3,879.22	\$60.60	\$172.63	\$140.41	\$231.06	\$604.69
126.2233.20610	1	60 Ft	0.86	0.86	\$3,879.22	\$60.60	\$172.63	\$140.41	\$231.06	\$604.69
126.2233.20703	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20708	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20710	1	60 Ft	0.86	0.86	\$3,879.22	\$60.60	\$172.63	\$140.41	\$231.06	\$604.69
126.2233.20712	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20718	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20719	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126.2233.20720	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
126.2233.20723	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20725	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20726	1	60 Ft	0.86	0.86	\$3,879.22	\$60.60	\$172.63	\$140.41	\$231.06	\$604.69
126.2233.20732	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20734	1	60 Ft	0.86	0.86	\$3,879.22	\$60.60	\$172.63	\$140.41	\$231.06	\$604.69
126.2233.20738	1	60 Ft	0.86	0.86	\$3,879.22	\$60.60	\$172.63	\$140.41	\$231.06	\$604.69
126.2233.20739	1	60 Ft	0.86	0.86	\$3,879.22	\$60.60	\$172.63	\$140.41	\$231.06	\$604.69
126.2233.20740	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126.2233.20744	1	60 Ft	0.86	0.86	\$3,879.22	\$60.60	\$172.63	\$140.41	\$231.06	\$604.69
126.2233.20803	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
126.2233.20804	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20808	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20810	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20812	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20813	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
126.2233.20815	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20817	1	55 Ft	0.79	0.79	\$3,563.47	\$55.67	\$158.57	\$128.98	\$212.25	\$555.47
126.2233.20001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.20002	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.20003	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.20004	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.20005	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>59</b>		<b>48.01</b>	<b>42.27</b>	<b>\$190,668.27</b>	<b>\$2,978.44</b>	<b>\$8,484.74</b>	<b>\$6,901.10</b>	<b>\$12,899.12</b>	<b>\$31,263.39</b>



**APPENDIX E-3**  
**PHASE #2 2023-24 ASSESSMENT ROLL SUMMARY – FOR LOTS TRIGGERED IN**  
**2023-24**



**Appendix E-2**  
**Panchasarp Farms Public Improvement District**  
**Phase #2 Assessment Roll Summary - 2023-24 Trigger Parcels**

Parcel	Estimated No. of units	Lot Type	Original Equivalent Units	Outstanding Equivalent Units	Outstanding Assessments	Principal	Interest	Administrative Expenses	Maintenance Expenses	Annual Installment
126.2233.20232	1	55 Ft	0.79	0.79	\$3,626.70	\$55.67	\$161.39	\$111.33	\$212.25	\$540.64
126.2233.20241	1	55 Ft	0.79	0.79	\$3,626.70	\$55.67	\$161.39	\$111.33	\$212.25	\$540.64
126.2233.20250	1	55 Ft	0.79	0.79	\$3,626.70	\$55.67	\$161.39	\$111.33	\$212.25	\$540.64
126.2233.20252	1	55 Ft	0.79	0.79	\$3,626.70	\$55.67	\$161.39	\$111.33	\$212.25	\$540.64
126.2233.20254	1	55 Ft	0.79	0.79	\$3,626.70	\$55.67	\$161.39	\$111.33	\$212.25	\$540.64
126.2233.20279	1	55 Ft	0.79	0.79	\$3,626.70	\$55.67	\$161.39	\$111.33	\$212.25	\$540.64
126.2233.20607	1	55 Ft	0.79	0.79	\$3,626.70	\$55.67	\$161.39	\$111.33	\$212.25	\$540.64
126.2233.20608	1	60 Ft	0.86	0.86	\$3,948.05	\$60.60	\$175.69	\$121.20	\$231.06	\$588.54
126.2233.20611	1	60 Ft	0.86	0.86	\$3,948.05	\$60.60	\$175.69	\$121.20	\$231.06	\$588.54
126.2233.20704	1	60 Ft	0.86	0.86	\$3,948.05	\$60.60	\$175.69	\$121.20	\$231.06	\$588.54
126.2233.20705	1	55 Ft	0.79	0.79	\$3,626.70	\$55.67	\$161.39	\$111.33	\$212.25	\$540.64
126.2233.20707	1	55 Ft	0.79	0.79	\$3,626.70	\$55.67	\$161.39	\$111.33	\$212.25	\$540.64
126.2233.20709	1	55 Ft	0.79	0.79	\$3,626.70	\$55.67	\$161.39	\$111.33	\$212.25	\$540.64
126.2233.20724	1	55 Ft	0.79	0.79	\$3,626.70	\$55.67	\$161.39	\$111.33	\$212.25	\$540.64
126.2233.20733	1	60 Ft	0.86	0.86	\$3,948.05	\$60.60	\$175.69	\$121.20	\$231.06	\$588.54
126.2233.20809	1	55 Ft	0.79	0.79	\$3,626.70	\$55.67	\$161.39	\$111.33	\$212.25	\$540.64
126.2233.20811	1	55 Ft	0.79	0.79	\$3,626.70	\$55.67	\$161.39	\$111.33	\$212.25	\$540.64
126.2233.20816	1	55 Ft	0.79	0.79	\$3,626.70	\$55.67	\$161.39	\$111.33	\$212.25	\$540.64
<b>Total</b>	<b>18</b>		<b>14.50</b>	<b>14.50</b>	<b>\$66,565.93</b>	<b>\$1,021.70</b>	<b>\$2,962.18</b>	<b>\$2,043.40</b>	<b>\$3,895.80</b>	<b>\$9,923.09</b>



**APPENDIX F**  
**PID ASSESSMENT NOTICE**



**PID Assessment Notice**

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO  
THE CITY OF BURLESON, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

[insert property address]

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Burleson, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the Parks at Panchasarp Farms Public Improvement District (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City or MuniCap, Inc., the District Administrator for the City, located at 600 E. John Carpenter Fwy, Suite 150, Irving, Texas 75062 and available by telephone at (469) 490-2800 or (866) 648-8482 (toll free) and email at [txpid@municap.com](mailto:txpid@municap.com).

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Signature of Seller

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Signature of Purchaser

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§



The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas



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## City Council Regular Meeting

**DEPARTMENT:** Police  
**FROM:** Billy J. Cordell, Chief of Police  
**MEETING:** August 21, 2023

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**SUBJECT:**

Consider approval of a sixty-two month contract through a cooperative purchasing agreement with BuyBoard for the purchase of Axon Enterprise Incorporated in-car camera, body-worn camera, and Taser services and products in the amount of \$2,268,274.10 (*Staff Presenter: Tim Mabry, Lieutenant*)

**SUMMARY:**

On July 6, 2023, the Burleson Police Department presented their request for services and products through Axon Enterprise Incorporated. From this presentation, the benefits, efficiencies, and enhancements of transitioning to Axon were expressed.

On July 24, 2023 and August 15, 2023, the City Manager presented his recommendations for supplements to fund, which included Axon Fleet 3 in-car camera (48), Axon Body 4 body-worn camera (90), and Axon Taser 10 (74).

The contract is being brought forward for consideration at this time to get into the ordering and shipping queue. Payment is not due until delivery and the contract allows for termination if funds are not appropriated. Funding for this purchase will come from the Police Department's FY2023-2024 operating budget.

A breakdown of pricing and anticipated delivery timeframes are as follows:

Axon Fleet 3: 60 month term. Will be delivered and implemented approximately 8 months after the contract is signed:

- Year 1: \$139,869.84
- Year 2: 139,869.84
- Year 3: 139,869.84
- Year 4: 139,869.84
- Year 5: 139,869.84
- **Total: \$ 699,349.20**



Axon Body 4: 62 month term. Will be delivered and implemented approximately 4-8 weeks after October 1, 2023:

- Year 1: \$247,689.78
- Year 2: 247,689.78
- Year 3: 247,689.78
- Year 4: 247,689.78
- Year 5: 247,689.78
- **Total: \$1,238,448.90**

Axon Taser 10: 60 month term. Is anticipated to be delivered in February 2024:

- Year 1: \$66,095.20
- Year 2: 66,095.20
- Year 3: 66,095.20
- Year 4: 66,095.20
- Year 5: 66,095.20
- **Total: \$330,476.00**

**Annual Total:**

Fleet 3: \$139,869.84

Body 4: 247,689.78

Taser 10: 66,095.20

**Total: \$453,654.82**

**Five-year total:**

Fleet 3: \$ 699,349.20

Body 4: 1,238,448.90

Taser 10: 330,476.00

**Total: \$ 2,268,274.10**

**OPTIONS:**

- 1) Approve the contract
- 2) Delay the approval of the contract
- 3) Deny the contract

**RECOMMENDATION:**

Approve the sixty-two month contract through a cooperative purchasing agreement with BuyBoard for the purchase of Axon Enterprise Incorporated in-car camera, body-worn camera, and Taser services and products in the amount of \$2,268,274.10

**PRIOR ACTION/INPUT (Council, Boards, Citizens):**

City Council input: July 6, 2023, July 24, 2023, and August 15, 2023



**FISCAL IMPACT:**

\$453,654.82 Annually and \$2,268,274.10 over the sixty-two month term. Account 1012001-61510.

**STAFF CONTACT:**

Tim Mabry  
Lieutenant  
[tmabry@burlesontx.com](mailto:tmabry@burlesontx.com)  
817-426-9883



THE CITY OF  
**BURLESON**  
TEXAS

Axon

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Lieutenant Tim Mabry

August 21, 2023





# Axon

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- On July 6, 2023, the Burleson Police Department presented their request for services and products through Axon Enterprise Incorporated. From this presentation, the benefits, efficiencies, and enhancements of transitioning to Axon were expressed:
  - Axon Body 4 cameras are a top-of-the-line body-worn camera (BWC) solution that provides 160-degree field of view, extended battery life, bi-directional communication, livestreaming, and improved security and storage
  - Axon Fleet 3 in-car camera (ICC) offers integrated automatic license plate reader, elongated retention, and livestreaming
  - Axon Taser 10 enhances officer safety and de-escalation capabilities as well as automatic BWC/ICC activation
- On July 24, 2023 and August 15, 2023, the City Manager presented his recommendations for supplements to fund, which included Axon Fleet 3 in-car camera (48), Axon Body 4 body-worn camera (90), and Axon Taser 10 (74).



# Why now?

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- The contracts are being brought forward prior to adopting the FY 2023-2024 budget to allow the Burleson Police Department to get in the ordering and delivery queue for the Axon products
- Payment is not due to Axon until the items are delivered, all of which will be after October 1, 2023, and the City is allowed to terminate the contract in the event of a lack of an appropriation



# Axon Fleet 3

---

- 60 month term.
- Will be delivered and implemented approximately 8 months after the contract is signed:
  - Year 1: \$139,869.84
  - Year 2: 139,869.84
  - Year 3: 139,869.84
  - Year 4: 139,869.84
  - Year 5: 139,869.84
  - **Total: \$ 699,349.20**
- Includes equipment, on-site installation, unlimited storage, warranty, and service
- Axon Fleet 3 is on a five-year replacement schedule







# Axon Body 4

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- 62 month term. Two additional months of the term allows for the on-boarding training and implementation
- Will be delivered and implemented approximately 4-8 weeks after October 1, 2023:
  - Year 1: \$247,689.78
  - Year 2: 247,689.78
  - Year 3: 247,689.78
  - Year 4: 247,689.78
  - Year 5: 247,689.78
  - **Total: \$1,238,448.90**
- Includes equipment, replacement at 30 months, on-site training, redaction programming, charging/upload docks, evidence.com license, community request license, unlimited storage, warranty, and service





# Taser 10

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- 60 month term.
- Estimated to be delivered in February 2024:
  - Year 1: \$66,095.20
  - Year 2: 66,095.20
  - Year 3: 66,095.20
  - Year 4: 66,095.20
  - Year 5: 66,095.20
  - **Total: \$330,476.00**
- Includes equipment, training equipment, on-site train the trainer, annual cartridge replacement, charging/upload dock, warranty, and service
- Taser 10 is on a five-year replacement schedule



# Total Expense

## Annual Total:

Fleet 3: \$139,869.84

Body 4: 247,689.78

Taser 10: 66,095.20

**Total: \$453,654.82**

## Five-year total:

Fleet 3: \$ 699,349.20

Body 4: 1,238,448.90

Taser 10: 330,476.00

**Total: \$2,268,274.10**



# Timeline

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- If Council moves forward with approving the contract, the timeline is as follows:
  - Axon Body 4 implemented and operational by approximately November-December 2023
  - Axon Fleet 3 delivered, installed, and implemented by approximately April 2024
  - Taser 10 delivered, training provided, and implemented by approximately February 2024
- If Council provides direction to approve the contract in October 2023, the timeline is as follows:
  - Axon Body 4 implemented and operational by approximately February-March 2024
  - Axon Fleet 3 delivered, installed, and implemented by approximately June 2024
  - Taser 10 delivered, training provided, and implemented by approximately May 2024



# Options and Recommendation

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- Options:

- Approve a sixty-two month contract through a cooperative purchasing agreement with BuyBoard for the purchase of Axon Enterprise Incorporated in-car camera, body-worn camera, and Taser services and products in the amount of \$2,268,274.10
- Delay the approval of the contract
- Deny the contract

- Staff Recommendation:

- Approve a sixty-two month contract through a cooperative purchasing agreement with BuyBoard for the purchase of Axon Enterprise Incorporated in-car camera, body-worn camera, and Taser services and products in the amount of \$2,268,274.10





# Questions/Comments

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**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-480748-45133.758MA**

Issued: 07/26/2023

Quote Expiration: 08/31/2023

Estimated Contract Start Date: 03/01/2024

Account Number: 114568

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery;Invoice-1161 SW Wilshire Blvd 1161 SW Wilshire Blvd Burlison, TX 76028-5718 USA	Burlison Police Dept. - TX 141 W Renfro St Burlison TX 76028-4261 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Randy Crum Phone: (817) 426-9915 Email: rcrum@burlisontx.com Fax:

## Quote Summary

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$330,476.00</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$330,476.00</b>

## Discount Summary

Average Savings Per Year	\$10,425.12
<b>TOTAL SAVINGS</b>	<b>\$52,125.60</b>

## Payment Summary

Date	Subtotal	Tax	Total
Feb 2024	\$66,095.20	\$0.00	\$66,095.20
Nov 2024	\$66,095.20	\$0.00	\$66,095.20
Nov 2025	\$66,095.20	\$0.00	\$66,095.20
Nov 2026	\$66,095.20	\$0.00	\$66,095.20
Nov 2027	\$66,095.20	\$0.00	\$66,095.20
<b>Total</b>	<b>\$330,476.00</b>	<b>\$0.00</b>	<b>\$330,476.00</b>



Quote Unbundled Price:	\$382,601.60
Quote List Price:	\$343,485.20
Quote Subtotal:	\$330,476.00

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
T10Cert	TASER 10 Certification Bundle	74	60	\$84.64	\$75.83	\$72.90	\$323,676.00	\$0.00	\$323,676.00
<b>A la Carte Services</b>									
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,800.00	\$6,800.00	\$6,800.00	\$0.00	\$6,800.00
<b>Total</b>							<b>\$330,476.00</b>	<b>\$0.00</b>	<b>\$330,476.00</b>



## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
TASER 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	74	02/01/2024
TASER 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	2	02/01/2024
TASER 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	74	02/01/2024
TASER 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	2	02/01/2024
TASER 10 Certification Bundle	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	3	02/01/2024
TASER 10 Certification Bundle	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	3	02/01/2024
TASER 10 Certification Bundle	100396	TASER 10 INERT MAGAZINE RED	3	02/01/2024
TASER 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	1480	02/01/2024
TASER 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	450	02/01/2024
TASER 10 Certification Bundle	100401	INERT UNITARY CARTRIDGE (TASER 10)	30	02/01/2024
TASER 10 Certification Bundle	100611	TASER 10 SAFARILAND HOLSTER, RH	74	02/01/2024
TASER 10 Certification Bundle	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	02/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	74	02/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	13	02/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	2	02/01/2024
TASER 10 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	02/01/2024
TASER 10 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	02/01/2024
TASER 10 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	1	02/01/2024
TASER 10 Certification Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	02/01/2024
TASER 10 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	02/01/2024
TASER 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	150	02/01/2025
TASER 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	440	02/01/2025
TASER 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	150	02/01/2026
TASER 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	450	02/01/2026
TASER 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	150	02/01/2027
TASER 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	440	02/01/2027
TASER 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	150	02/01/2028
TASER 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	440	02/01/2028

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	74	03/01/2024	02/28/2029
TASER 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	03/01/2024	02/28/2029

### Services

Bundle	Item	Description	QTY
TASER 10 Certification Bundle	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	74
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1



## Services

Bundle	Item	Description	QTY
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
A la Carte	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	74	02/01/2025	02/28/2029
TASER 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	2	02/01/2025	02/28/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	74	02/01/2025	02/28/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	2	02/01/2025	02/28/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	13	02/01/2025	02/28/2029
TASER 10 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	02/01/2025	02/28/2029



## Payment Details

### Feb 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,360.00	\$0.00	\$1,360.00
Year 1	T10Cert	TASER 10 Certification Bundle	74	\$64,735.20	\$0.00	\$64,735.20
<b>Total</b>				<b>\$66,095.20</b>	<b>\$0.00</b>	<b>\$66,095.20</b>

### Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,360.00	\$0.00	\$1,360.00
Year 2	T10Cert	TASER 10 Certification Bundle	74	\$64,735.20	\$0.00	\$64,735.20
<b>Total</b>				<b>\$66,095.20</b>	<b>\$0.00</b>	<b>\$66,095.20</b>

### Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,360.00	\$0.00	\$1,360.00
Year 3	T10Cert	TASER 10 Certification Bundle	74	\$64,735.20	\$0.00	\$64,735.20
<b>Total</b>				<b>\$66,095.20</b>	<b>\$0.00</b>	<b>\$66,095.20</b>

### Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,360.00	\$0.00	\$1,360.00
Year 4	T10Cert	TASER 10 Certification Bundle	74	\$64,735.20	\$0.00	\$64,735.20
<b>Total</b>				<b>\$66,095.20</b>	<b>\$0.00</b>	<b>\$66,095.20</b>

### Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,360.00	\$0.00	\$1,360.00
Year 5	T10Cert	TASER 10 Certification Bundle	74	\$64,735.20	\$0.00	\$64,735.20
<b>Total</b>				<b>\$66,095.20</b>	<b>\$0.00</b>	<b>\$66,095.20</b>



**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 648-21 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 [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/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](http://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.



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Signature

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Date Signed

7/26/2023







**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-471031-45119.812MA**

Issued: 07/12/2023

Quote Expiration: 08/31/2023

Estimated Contract Start Date: 12/01/2023

Account Number: 114568

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Delivery;Invoice-1161 SW Wilshire Blvd  1161 SW Wilshire Blvd Burleson, TX 76028-5718 USA	Burleson Police Dept. - TX  141 W Renfro St Burleson TX 76028-4261 USA Email:	Matt Appelbaum   Phone:  Email: mappelbaum@axon.com Fax:	Wes Routson   Phone: (817) 426-9947  Email: wroutson@burlesontx.com Fax:

## Quote Summary

Program Length	62 Months
<b>TOTAL COST</b>	<b>\$1,238,448.90</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$1,238,448.90</b>

## Discount Summary

Average Savings Per Year	\$20,520.00
<b>TOTAL SAVINGS</b>	<b>\$106,020.00</b>

## Payment Summary

Date	Subtotal	Tax	Total
Nov 2023	\$247,689.78	\$0.00	\$247,689.78
Nov 2024	\$247,689.78	\$0.00	\$247,689.78
Nov 2025	\$247,689.78	\$0.00	\$247,689.78
Nov 2026	\$247,689.78	\$0.00	\$247,689.78
Nov 2027	\$247,689.78	\$0.00	\$247,689.78
<b>Total</b>	<b>\$1,238,448.90</b>	<b>\$0.00</b>	<b>\$1,238,448.90</b>



Quote Unbundled Price:	\$1,344,468.90
Quote List Price:	\$1,290,144.90
Quote Subtotal:	\$1,238,448.90

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
BWCUwTAP	BWC Unlimited with TAP	90	60	\$108.64	\$98.58	\$93.78	\$506,412.00	\$0.00	\$506,412.00
<b>A la Carte Hardware</b>									
H00001	AB4 Camera Bundle	90			\$849.00	\$749.00	\$67,410.00	\$0.00	\$67,410.00
H00002	AB4 Multi Bay Dock Bundle	11			\$1,638.90	\$1,638.90	\$18,027.90	\$0.00	\$18,027.90
<b>A la Carte Software</b>									
73746	PROFESSIONAL EVIDENCE.COM LICENSE	10	60		\$39.00	\$39.00	\$23,400.00	\$0.00	\$23,400.00
73478	REDACTION ASSISTANT USER LICENSE	90	60		\$9.00	\$9.00	\$48,600.00	\$0.00	\$48,600.00
73618	AXON COMMUNITY REQUEST+ LICENSE	90	60		\$9.00	\$9.00	\$48,600.00	\$0.00	\$48,600.00
73682	AUTO TAGGING LICENSE	90	60		\$9.00	\$9.00	\$48,600.00	\$0.00	\$48,600.00
73739	PERFORMANCE LICENSE	90	60		\$9.00	\$9.00	\$48,600.00	\$0.00	\$48,600.00
73680	RESPOND DEVICE PLUS LICENSE	90	60		\$19.00	\$19.00	\$102,600.00	\$0.00	\$102,600.00
85760	Auto-Transcribe Unlimited Service	90	60		\$20.00	\$20.00	\$108,000.00	\$0.00	\$108,000.00
100165	UNLIMITED 3RD-PARTY STORAGE	90	60		\$29.00	\$29.00	\$156,600.00	\$0.00	\$156,600.00
<b>A la Carte Services</b>									
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
85055	AXON FULL SERVICE	1			\$26,775.00	\$9,999.00	\$9,999.00	\$0.00	\$9,999.00
11642	THIRD-PARTY VIDEO SUPPORT LICENSE	90	60		\$9.00	\$9.00	\$48,600.00	\$0.00	\$48,600.00
<b>Total</b>							<b>\$1,238,448.90</b>	<b>\$0.00</b>	<b>\$1,238,448.90</b>



## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	90	11/01/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	3	11/01/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	99	11/01/2023
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	99	11/01/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	11	11/01/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	11	11/01/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	11	11/01/2023
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	93	05/01/2026
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	12	05/01/2026
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	93	11/01/2028
BWC Unlimited with TAP	73688	MULTI-BAY BWC DOCK 2ND REFRESH	12	11/01/2028

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	90	12/01/2023	11/30/2028
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	90	12/01/2023	11/30/2028
A la Carte	100165	UNLIMITED 3RD-PARTY STORAGE	90	12/01/2023	11/30/2028
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	90	12/01/2023	11/30/2028
A la Carte	73618	AXON COMMUNITY REQUEST+ LICENSE	90	12/01/2023	11/30/2028
A la Carte	73680	RESPOND DEVICE PLUS LICENSE	90	12/01/2023	11/30/2028
A la Carte	73682	AUTO TAGGING LICENSE	90	12/01/2023	11/30/2028
A la Carte	73739	PERFORMANCE LICENSE	90	12/01/2023	11/30/2028
A la Carte	73746	PROFESSIONAL EVIDENCE.COM LICENSE	10	12/01/2023	11/30/2028
A la Carte	85760	Auto-Transcribe Unlimited Service	90	12/01/2023	11/30/2028

### Services

Bundle	Item	Description	QTY
A la Carte	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	90
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	85055	AXON FULL SERVICE	1

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	90	12/01/2023	11/30/2028
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	3	12/01/2023	11/30/2028
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	12	11/01/2024	11/30/2028



## Payment Details

### Nov 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
BWC Year 1	100165	UNLIMITED 3RD-PARTY STORAGE	90	\$31,320.00	\$0.00	\$31,320.00
BWC Year 1	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 1	73478	REDACTION ASSISTANT USER LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 1	73618	AXON COMMUNITY REQUEST+ LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 1	73680	RESPOND DEVICE PLUS LICENSE	90	\$20,520.00	\$0.00	\$20,520.00
BWC Year 1	73682	AUTO TAGGING LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 1	73739	PERFORMANCE LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	10	\$4,680.00	\$0.00	\$4,680.00
BWC Year 1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
BWC Year 1	85055	AXON FULL SERVICE	1	\$1,999.80	\$0.00	\$1,999.80
BWC Year 1	85760	Auto-Transcribe Unlimited Service	90	\$21,600.00	\$0.00	\$21,600.00
BWC Year 1	BWCUwTAP	BWC Unlimited with TAP	90	\$101,282.40	\$0.00	\$101,282.40
BWC Year 1	H00001	AB4 Camera Bundle	90	\$13,482.00	\$0.00	\$13,482.00
BWC Year 1	H00002	AB4 Multi Bay Dock Bundle	11	\$3,605.58	\$0.00	\$3,605.58
<b>Total</b>				<b>\$247,689.78</b>	<b>\$0.00</b>	<b>\$247,689.78</b>

### Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
BWC Year 2	100165	UNLIMITED 3RD-PARTY STORAGE	90	\$31,320.00	\$0.00	\$31,320.00
BWC Year 2	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 2	73478	REDACTION ASSISTANT USER LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 2	73618	AXON COMMUNITY REQUEST+ LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 2	73680	RESPOND DEVICE PLUS LICENSE	90	\$20,520.00	\$0.00	\$20,520.00
BWC Year 2	73682	AUTO TAGGING LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 2	73739	PERFORMANCE LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	10	\$4,680.00	\$0.00	\$4,680.00
BWC Year 2	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
BWC Year 2	85055	AXON FULL SERVICE	1	\$1,999.80	\$0.00	\$1,999.80
BWC Year 2	85760	Auto-Transcribe Unlimited Service	90	\$21,600.00	\$0.00	\$21,600.00
BWC Year 2	BWCUwTAP	BWC Unlimited with TAP	90	\$101,282.40	\$0.00	\$101,282.40
BWC Year 2	H00001	AB4 Camera Bundle	90	\$13,482.00	\$0.00	\$13,482.00
BWC Year 2	H00002	AB4 Multi Bay Dock Bundle	11	\$3,605.58	\$0.00	\$3,605.58
<b>Total</b>				<b>\$247,689.78</b>	<b>\$0.00</b>	<b>\$247,689.78</b>

### Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
BWC Year 3	100165	UNLIMITED 3RD-PARTY STORAGE	90	\$31,320.00	\$0.00	\$31,320.00
BWC Year 3	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 3	73478	REDACTION ASSISTANT USER LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 3	73618	AXON COMMUNITY REQUEST+ LICENSE	90	\$9,720.00	\$0.00	\$9,720.00



**Nov 2025**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
BWC Year 3	73680	RESPOND DEVICE PLUS LICENSE	90	\$20,520.00	\$0.00	\$20,520.00
BWC Year 3	73682	AUTO TAGGING LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 3	73739	PERFORMANCE LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	10	\$4,680.00	\$0.00	\$4,680.00
BWC Year 3	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
BWC Year 3	85055	AXON FULL SERVICE	1	\$1,999.80	\$0.00	\$1,999.80
BWC Year 3	85760	Auto-Transcribe Unlimited Service	90	\$21,600.00	\$0.00	\$21,600.00
BWC Year 3	BWCUwTAP	BWC Unlimited with TAP	90	\$101,282.40	\$0.00	\$101,282.40
BWC Year 3	H00001	AB4 Camera Bundle	90	\$13,482.00	\$0.00	\$13,482.00
BWC Year 3	H00002	AB4 Multi Bay Dock Bundle	11	\$3,605.58	\$0.00	\$3,605.58
<b>Total</b>				<b>\$247,689.78</b>	<b>\$0.00</b>	<b>\$247,689.78</b>

**Nov 2026**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
BWC Year 4	100165	UNLIMITED 3RD-PARTY STORAGE	90	\$31,320.00	\$0.00	\$31,320.00
BWC Year 4	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 4	73478	REDACTION ASSISTANT USER LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 4	73618	AXON COMMUNITY REQUEST+ LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 4	73680	RESPOND DEVICE PLUS LICENSE	90	\$20,520.00	\$0.00	\$20,520.00
BWC Year 4	73682	AUTO TAGGING LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 4	73739	PERFORMANCE LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 4	73746	PROFESSIONAL EVIDENCE.COM LICENSE	10	\$4,680.00	\$0.00	\$4,680.00
BWC Year 4	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
BWC Year 4	85055	AXON FULL SERVICE	1	\$1,999.80	\$0.00	\$1,999.80
BWC Year 4	85760	Auto-Transcribe Unlimited Service	90	\$21,600.00	\$0.00	\$21,600.00
BWC Year 4	BWCUwTAP	BWC Unlimited with TAP	90	\$101,282.40	\$0.00	\$101,282.40
BWC Year 4	H00001	AB4 Camera Bundle	90	\$13,482.00	\$0.00	\$13,482.00
BWC Year 4	H00002	AB4 Multi Bay Dock Bundle	11	\$3,605.58	\$0.00	\$3,605.58
<b>Total</b>				<b>\$247,689.78</b>	<b>\$0.00</b>	<b>\$247,689.78</b>

**Nov 2027**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
BWC Year 5	100165	UNLIMITED 3RD-PARTY STORAGE	90	\$31,320.00	\$0.00	\$31,320.00
BWC Year 5	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 5	73478	REDACTION ASSISTANT USER LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 5	73618	AXON COMMUNITY REQUEST+ LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 5	73680	RESPOND DEVICE PLUS LICENSE	90	\$20,520.00	\$0.00	\$20,520.00
BWC Year 5	73682	AUTO TAGGING LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 5	73739	PERFORMANCE LICENSE	90	\$9,720.00	\$0.00	\$9,720.00
BWC Year 5	73746	PROFESSIONAL EVIDENCE.COM LICENSE	10	\$4,680.00	\$0.00	\$4,680.00
BWC Year 5	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
BWC Year 5	85055	AXON FULL SERVICE	1	\$1,999.80	\$0.00	\$1,999.80
BWC Year 5	85760	Auto-Transcribe Unlimited Service	90	\$21,600.00	\$0.00	\$21,600.00
BWC Year 5	BWCUwTAP	BWC Unlimited with TAP	90	\$101,282.40	\$0.00	\$101,282.40
BWC Year 5	H00001	AB4 Camera Bundle	90	\$13,482.00	\$0.00	\$13,482.00



**Nov 2027**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
BWC Year 5	H00002	AB4 Multi Bay Dock Bundle	11	\$3,605.58	\$0.00	\$3,605.58
<b>Total</b>				<b>\$247,689.78</b>	<b>\$0.00</b>	<b>\$247,689.78</b>



**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 648-21 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 [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/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](http://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.



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Signature

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Date Signed

7/12/2023







**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-477027-45133.761MA**

Issued: 07/26/2023

Quote Expiration: 08/31/2023

Estimated Contract Start Date: 05/01/2024

Account Number: 114568

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery;Invoice-1161 SW Wilshire Blvd 1161 SW Wilshire Blvd Burlison, TX 76028-5718 USA	Burlison Police Dept. - TX 141 W Renfro St Burlison TX 76028-4261 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Wes Routson Phone: (817) 426-9947 Email: wroutson@burlisontx.com Fax:

## Quote Summary

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$699,349.20</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$699,349.20</b>

## Discount Summary

Average Savings Per Year	\$36,905.52
<b>TOTAL SAVINGS</b>	<b>\$184,527.60</b>

## Payment Summary

Date	Subtotal	Tax	Total
Apr 2024	\$139,869.84	\$0.00	\$139,869.84
Nov 2024	\$139,869.84	\$0.00	\$139,869.84
Nov 2025	\$139,869.84	\$0.00	\$139,869.84
Nov 2026	\$139,869.84	\$0.00	\$139,869.84
Nov 2027	\$139,869.84	\$0.00	\$139,869.84
<b>Total</b>	<b>\$699,349.20</b>	<b>\$0.00</b>	<b>\$699,349.20</b>



Quote Unbundled Price:	\$883,876.80
Quote List Price:	\$736,161.60
Quote Subtotal:	\$699,349.20

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
Fleet3A	Fleet 3 Advanced	48	60	\$305.86	\$254.57	\$241.84	\$696,499.20	\$0.00	\$696,499.20
<b>A la Carte Services</b>									
100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1			\$3,000.00	\$2,850.00	\$2,850.00	\$0.00	\$2,850.00
<b>Total</b>							<b>\$699,349.20</b>	<b>\$0.00</b>	<b>\$699,349.20</b>



## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	48	04/01/2024
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	48	04/01/2024
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	48	04/01/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	48	04/01/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	04/01/2024
Fleet 3 Advanced	72048	FLEET SIM INSERTION, ATT	48	04/01/2024
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	48	04/01/2029
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	1	04/01/2029

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	48	05/01/2024	04/30/2029
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	48	05/01/2024	04/30/2029
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	48	05/01/2024	04/30/2029
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	96	05/01/2024	04/30/2029

### Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	48
A la Carte	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	48	05/01/2024	04/30/2029
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	48	04/01/2025	04/30/2029
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	04/01/2025	04/30/2029



## Payment Details

### Apr 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$570.00	\$0.00	\$570.00
Year 1	Fleet3A	Fleet 3 Advanced	48	\$139,299.84	\$0.00	\$139,299.84
<b>Total</b>				<b>\$139,869.84</b>	<b>\$0.00</b>	<b>\$139,869.84</b>

### Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$570.00	\$0.00	\$570.00
Year 2	Fleet3A	Fleet 3 Advanced	48	\$139,299.84	\$0.00	\$139,299.84
<b>Total</b>				<b>\$139,869.84</b>	<b>\$0.00</b>	<b>\$139,869.84</b>

### Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$570.00	\$0.00	\$570.00
Year 3	Fleet3A	Fleet 3 Advanced	48	\$139,299.84	\$0.00	\$139,299.84
<b>Total</b>				<b>\$139,869.84</b>	<b>\$0.00</b>	<b>\$139,869.84</b>

### Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$570.00	\$0.00	\$570.00
Year 4	Fleet3A	Fleet 3 Advanced	48	\$139,299.84	\$0.00	\$139,299.84
<b>Total</b>				<b>\$139,869.84</b>	<b>\$0.00</b>	<b>\$139,869.84</b>

### Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$570.00	\$0.00	\$570.00
Year 5	Fleet3A	Fleet 3 Advanced	48	\$139,299.84	\$0.00	\$139,299.84
<b>Total</b>				<b>\$139,869.84</b>	<b>\$0.00</b>	<b>\$139,869.84</b>



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Signature

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Date Signed

7/26/2023





## **FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY**

### **Introduction**

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Burleson Police Dept. - TX the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

### **Purpose and Intent**

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

### **Acceptance**

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

### **Force Majeure**



Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

### **Schedule Change**

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

### **Axon Fleet Deliverables**

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

### **Security Clearance and Access**

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

### **Training**

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

### **Local Computer**



AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

### **Network**

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

### **Cradlepoint Router**

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

### **Evidence.com**

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

### **Wireless Upload System**

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

### **VEHICLE INSTALLATION**

### **Preparedness**



On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

### **Existing Mobile Video Camera System Removal**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

### **In-Car Hardware/Software Delivery and Installation**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.



Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.



The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.





12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • [buyboard.com](http://buyboard.com)

## **PROPOSER'S AGREEMENT AND SIGNATURE**

**Proposal Name:** Law Enforcement Body  
Cameras, Supplies and Equipment

**Proposal Due Date/Opening Date and Time:**  
March 25, 2021 at 4:00 PM

**Proposal Number:** 648-21

**Location of Proposal Opening:**  
Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Time Period:** October 1, 2021 through  
September 30, 2022 with two (2) possible one-year  
renewals.

**Anticipated Cooperative Board Meeting Date:**  
July 2021

**Axon Enterprise, Inc.**

Name of Proposing Company

**3/22/2021**

Date

**17800 N. 85th St.**

Street Address

Signature of Authorized Company Official

**Scottsdale, AZ 85255**

City, State, Zip

**Robert Driscoll**

Printed Name of Authorized Company Official

**800-978-2737**

Telephone Number of Authorized Company Official

**VP, Associate General Counsel**

Position or Title of Authorized Company Official

**480-991-0791**

Fax Number of Authorized Company Official

**86-0741227**

Federal ID Number





The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.





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### **VENDOR CONTACT INFORMATION**

Name of Company: Axon Enterprise, Inc.  
Vendor Proposal/Contract Contact Name: Jane Pearson - Proposals; Katie Wingate - Contracts  
Vendor Proposal/Contract Contact E-mail Address: proposals@axon.com; contracts@axon.com  
Vendor Contact Mailing Address for Proposal/Contract Notices: Proposals/Contracts Team  
17800 N. 85th St. Scottsdale, AZ 85255  
Company Website: www.axon.com

**Purchase Orders:** All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

**Please select options below for receipt of purchase orders and provide the requested information:**

- ☒ I will use the internet to receive purchase orders at the following address:  
Purchase Order E-mail Address: contracts@axon.com  
Purchase Order Contact: Sales Phone: 800-978-2737  
Alternate Purchase Order E-mail Address: sales@axon.com  
Alternate Purchase Order Contact: Sales Phone: 800-978-2737
- ☐ Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

**Request for Quotes ("RFQ"):** Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: proposals@axon.com  
RFQ Contact: proposals@axon.com Phone: 800-978-2737  
Alternate RFQ E-mail Address: contracts@axon.com  
Alternate RFQ Contact: contracts@axon.com Phone: 800-978-2737





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**Invoices:** Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: PO Box 29661 Department: 2018

City: Phoenix State: AZ Zip Code: 85038-9961

Contact Name: Accounts Receivable Phone: 800-978-2737

Invoice Fax: 480-991-0791 Invoice E-mail Address: ar@axon.com

Alternative Invoice E-mail Address: contracts@axon.com

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent\*\*:

Billing agent Mailing address: \_\_\_\_\_ Department: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Billing Agent Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Billing Agent Fax: \_\_\_\_\_ Billing Agent E-mail Address: \_\_\_\_\_

Alternative Billing Agent E-mail Address: \_\_\_\_\_

**\*\* If Vendor authorizes a billing agent to receive and process service fee invoices, In accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.**





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## **FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION**

### **FELONY CONVICTION DISCLOSURE**

**Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor)** states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

**Section 44.034 further states in Subsection (b):** "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☒ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)  
☐ My company is not owned or operated by anyone who has been convicted of a felony.  
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Axon Enterprise, Inc.

Company Name

Signature of Authorized Company Official

Robert Driscoll, VP, Associate General Counsel

Printed Name

### **DEBARMENT CERTIFICATION**

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Axon Enterprise, Inc.

Company Name

Signature of Authorized Company Official

Robert Driscoll, VP, Associate General Counsel

Printed Name





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## **RESIDENT/NONRESIDENT CERTIFICATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☐ I certify that my company is a **Resident Proposer**.
- ☒ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Axon Enterprise, Inc.

Company Name

Scottsdale

City

17800 N. 85th St.

Address

AZ

State

85255

Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
- ☐ Yes ☒ No
- B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_ %

## **VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☐ Yes ☒ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Axon Enterprise, Inc.

Company Name

Signature of Authorized Company Official

Robert Driscoll, VP, Associate General Counsel

Printed Name





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## **NO ISRAEL BOYCOTT CERTIFICATION**

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

**Axon Enterprise, Inc.**

Company Name

Signature of Authorized Company Official

Robert Driscoll, VP, Associate General Counsel

Printed Name

***Note: If Vendor does not wish to make this certification, return the blank form in lieu of a completed certification.***

## **NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

**Axon Enterprise, Inc.**

Company Name

Signature of Authorized Company Official

Robert Driscoll, VP, Associate General Counsel

Printed Name





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## **HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business**
  - ☐ **Women Owned Business**
  - ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:**

\_\_\_\_\_

**Name of Certifying Agency:**

\_\_\_\_\_

- ☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

**Axon Enterprise, Inc.**

Company Name

**Robert Driscoll, VP, Associate General Counsel**

Printed Name

  
Signature of Authorized Company Official





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## **CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION**

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at [buyboard.com/Vendor/Resources.aspx](http://buyboard.com/Vendor/Resources.aspx), provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

**Axon Enterprise, Inc.**

Company Name

Signature of Authorized Company Official

Robert Driscoll, VP, Associate General Counsel

Printed Name

**3/22/2021**

Date





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## **DEVIATION AND COMPLIANCE**

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

☐ **No;** Deviations

☒ **Yes;** Deviations

List and fully explain any deviations you are submitting:

**Please see attached requested deviations letter.**

### **PLEASE PROVIDE THE FOLLOWING INFORMATION:**

1. Shipping Via: ☒ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 45 ARO

4. Vendor Reference/Quote Number: \_\_\_\_\_

5. State your return policy: All sales are final; however, Axon will repair/replace any goods that are defective pursuant to its warranty policy.

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

**Axon Enterprise, Inc.**

Company Name

  
Signature of Authorized Company Official

Robert Driscoll, VP, Associate General Counsel

Printed Name





17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

AXON.COM

March 16, 2021

The Local Government Purchasing Cooperative  
Attn: Director of Cooperative Procurement  
12007 Research Blvd.  
Austin, TX 78759

**RE: Requested Exceptions to Request for Proposal No. 648-21 for Law Enforcement Body Cameras, Supplies and Equipment**

Please find below Axon Enterprise, Inc.'s (Axon) exceptions to the above-referenced solicitation. Axon is open to further discussions regarding requested changes, and it reserves the right to negotiate the terms and conditions attached to the solicitation.

**1. Addition of Axon's Terms and Conditions.**

Axon respectfully requests that its Master Services and Purchasing Agreement be incorporated as an exhibit into the final contract award. Axon agrees to negotiate with the Cooperative on these terms and conditions.

**2. General Information. Delivery Response.**

Axon respectfully requests that this section be amended as follows:  
Unless otherwise noted in the Proposal (as a deviation) or the Purchase Order, routine delivery response to a Cooperative member shall be within ~~ten (10)~~ **forty-five (45)** business days after receipt of a Purchase Order, and delivery shall be made during the ordering Cooperative member's normal business hours.

**3. Federal and State/Purchasing Cooperative Experience. Section 2 // General Terms and Conditions. Section B(2), paragraph 2.**

Axon respectfully requests that this section be removed. Due to the number of customers Axon services, Axon is unable to offer most favored customer pricing. Axon, however, does not that its pricing provided is its standard list pricing and does not include the additional 2% service fee.

**4. General Terms and Conditions. Section E(4), paragraph 5.**

Axon respectfully requests that this section be amended as follows:  
In the event Vendor decreases the price of awarded products or services for ~~any of~~ all of its other customers ~~in similar market circumstances~~ below the Contract price, Vendor must offer such decreased pricing to Cooperative members.

**5. General Terms and Conditions. Section E(5), paragraph 2.**

Axon respectfully requests that this section be amended as follows:  
Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to ~~and accepted by~~ the Cooperative member.





17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

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**6. General Terms and Conditions. Section E(5), paragraph 3.**

Axon respectfully requests that this section be amended as follows:

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt ~~and acceptance~~ of the product at the point and time of delivery. Unless otherwise noted in the proposal (as a deviation) or the Purchase Order, Vendor must deliver or provide awarded products or services within ~~ten (10)~~ **forty-five (45)** business days after receipt of a Cooperative member's purchase order.

**7. General Terms and Conditions. Section E(7).**

Axon respectfully requests that this section be amended as follows:

Tests may be performed on samples taken from any regular shipment of the product. ~~The Cooperative or Cooperative member will have ten (10) days to reject the product. Failure to notify Vendor of rejection within the ten (10) day inspection period will be deemed acceptance.~~ In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions, Vendor ~~must pay the cost of the samples and/or the testing will repair or replace the product.~~ Upon receipt of notification from the Cooperative or Cooperative member, Vendor must [. . .]. Products damaged in shipment are considered defective for purposes of the foregoing. ~~Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. Latent defects discovered after delivery and acceptance of any products will be managed via Vendor's warranty and support processes.~~

**8. General Terms and Conditions. Section E(9), paragraph 1.**

Axon respectfully requests that this section be amended as follows:

The warranty period is effective from the date the Cooperative member **accepts** receives the product ~~or the date the service is completed and accepted by the Cooperative member.~~

Best Regards,

Katie Wingate  
Associate Corporate Counsel  
kwingate@axon.com  
480.208.0499





This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

**1 Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

**2 Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

**3 Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

**4 Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

**5 Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

**6 Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.



**7 Warranty.**

**7.1 Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

**7.2 Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

**7.3 Spare Axon Devices.** For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose. .

**7.4 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

**7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

**7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

**8 Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

**9 Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.



- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be



understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

**19 General.**

**19.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

**19.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

**19.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

**19.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

**19.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.

**19.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

**19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

**19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

**19.9 Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

**19.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**19.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.  
Attn: Legal  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
legal@axon.com

Agency:  
Attn:  
Street Address  
City, State, Zip  
Email

**19.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or



understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

**Axon Enterprise, Inc.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Handwritten Signature]*  
*Robert Driscoll*  
*VP Assoc. General Counsel*  
*3/22/21*

**Agency**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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### Axon Cloud Services Terms of Use Appendix

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**1**     **Definitions.**

**“Agency Content”** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

**“Evidence”** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

**“Non-Content Data”** is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

**“Personal Data”** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- 2**     **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

- 3**     **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

- 4**     **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

- 5**     **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency’s account or Agency Content, or if account information is lost or stolen.



To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.
- Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and



functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 17** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



## Professional Services Appendix

**1** **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

**2** **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

### **System set up and configuration**

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

### **Dock configuration**

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

### **Best practice implementation planning session**

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

### **System Admin and troubleshooting training sessions**

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

### **Axon instructor training (Train the Trainer)**

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

### **Evidence sharing training**

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

### **End user go-live training and support sessions**

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

### **Implementation document packet**

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

### **Post go-live review**

**3** **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:





## Master Services and Purchasing Agreement

### System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock (“**Dock**”) access

### Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency
- Does not include physical mounting of docks

### Axon instructor training (Train the Trainer)

Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations

### End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

### Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 4** **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.
- 5** **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 6** **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 7** **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 8** **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices (“**User Documentation**”). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed (“**Installation Site**”) per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
- 9** **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form (“**Acceptance Form**”) to Agency. Agency will sign the Acceptance Form acknowledging

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 12.0

Release Date: 12/18/2020

Page 10 of 26





## Master Services and Purchasing Agreement

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completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

- 10**     **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.





## Master Services and Purchasing Agreement

### Technology Assurance Plan Appendix

If Technology Assurance Plan (“TAP”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“OSP”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“OSP 7 Term”).
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“BWC Upgrade”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“Dock Upgrade”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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**Axon Auto-Tagging Appendix**

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- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
  - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5 Promptly install and implement any software updates provided by Axon;
  - 4.6 Ensure that all appropriate data backups are performed;
  - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
  - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
  - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
  - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
  - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
  - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
  - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
  - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
  - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.





## Master Services and Purchasing Agreement

- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future devices and services.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

- 8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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**Axon Respond Appendix**

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.



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**Add-on Services Appendix**

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1      Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2      Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal (“**Portal Content**”), within Agency’s Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

- 3      Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency’s CAD or RMS.



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**Axon Auto-Transcribe Appendix**

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.
- 3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.
- 4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.



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**Axon Virtual Reality Content Terms of Use Appendix**

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- 1 **Term.** The Quote will detail the duration of the Virtual Reality Content license.
- 2 **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.
- 3 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:
  - 3.1 modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
  - 3.2 reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
  - 3.3 copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
  - 3.4 use trade secret information contained in Virtual Reality Content;
  - 3.5 resell, rent, loan or sublicense Virtual Reality Content;
  - 3.6 access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
  - 3.7 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.
- 4 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



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Axon Commander™ Software Appendix

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- 5 **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
- 6 **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
- 7 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
- 7.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
  - 7.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
  - 7.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
  - 7.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
  - 7.5 use trade secret information contained in Commander;
  - 7.6 resell, rent, loan or sublicense Commander;
  - 7.7 access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
  - 7.8 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
- 8 **Support.** Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
- 9 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.



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**Axon Application Programming Interface Appendix**

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**1 Definitions.**

**"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

**"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

**"Axon Evidence Partner API, API or AXON API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

**"Use"** means any operation on Agency's data enabled by the supported API functionality.

**2 Purpose and License.**

**2.1** Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

**2.2** Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

**2.3** Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

**3 Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

**4 Agency Responsibilities.** When using API Service, Agency and its end users may not:

**4.1** use API Service in any way other than as expressly permitted under this Agreement;

**4.2** use in any way that results in, or could result in, any security breach to Axon;

**4.3** perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

**4.4** interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

**4.5** reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

**4.6** create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

**4.7** provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

**4.8** frame or mirror API Service on any other server, or wireless or Internet-based device;

**4.9** make available to a third-party, any token, key, password or other login credentials to API Service;

**4.10** take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.

**5 API Content.** All content related to API Service, other than Agency Content or Agency's API Client



content, is considered Axon's API Content, including:

- 5.1 the design, structure and naming of API Service fields in all responses and requests;
- 5.2 the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
- 5.3 the structure of and relationship of API Service resources; and
- 5.4 the design of API Service, in any part or as a whole.

6 **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:

- 6.1 scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
- 6.2 copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
- 6.3 misrepresent the source or ownership; or
- 6.4 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7 **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



### Axon Channel Services Appendix

- 1 **Definitions.**

**“Axon Digital Evidence Management System”** means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

**“Active Channel”** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

**“Inactive Channel”** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
- 2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency’s third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work (“**Channel Services SOW**”). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
- 3 **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency’s network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
- 4 **Project Management.** Axon will assign a Project Manager to work closely with Agency’s project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
- 6 **Monitoring.** Axon may monitor Agency’s use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency’s use of channel services.
- 7 **Agency’s Responsibilities.** Axon’s successful performance of the Channel Services requires Agency:
  - 7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
  - 7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
  - 7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
  - 7.4 Ensure all appropriate data backups are performed;
  - 7.5 Provide Axon with remote access to the Agency’s network and third-party systems when required for Axon to perform the Channel Services;
  - 7.6 Notify Axon of any network or machine maintenance that may impact the performance of

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 12.0

Release Date: 12/18/2020

Page 23 of 26





## Master Services and Purchasing Agreement

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- the Channel Services; and
- 7.7** Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



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**Axon Support Engineer Appendix**

- 1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer (“**ASE**”) services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
- 2 **Full-Time ASE Scope of Services.**
- 2.1 A Full-Time ASE will work on-site four (4) days per week.
- 2.2 Agency’s Axon sales representative and Axon’s Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency’s needs and availability of a Full-Time ASE.
- 2.3 The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

**The Full-Time ASE Service options are listed below:**

<b>Ongoing System Set-up and Configuration</b> <ul style="list-style-type: none"><li>Assisting with assigning cameras and registering docks</li><li>Maintaining Agency’s Axon Evidence account</li><li>Connecting Agency to “Early Access” programs for new devices</li></ul>
<b>Account Maintenance</b> <ul style="list-style-type: none"><li>Conducting on-site training on new features and devices for Agency leadership team(s)</li><li>Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program</li><li>Conducting weekly meetings to cover current issues and program status</li></ul>
<b>Data Analysis</b> <ul style="list-style-type: none"><li>Providing on-demand Axon usage data to identify trends and insights for improving daily workflows</li><li>Comparing Agency’s Axon usage and trends to peers to establish best practices</li><li>Proactively monitoring the health of Axon equipment and coordinating returns when needed</li></ul>
<b>Direct Support</b> <ul style="list-style-type: none"><li>Providing on-site, tier 1 and tier 2 technical support for Axon devices</li><li>Proactively monitoring the health of Axon equipment</li><li>Creating and monitoring RMAs on-site</li><li>Providing Axon app support</li><li>Monitoring and testing new firmware and workflows before they are released to Agency’s production environment</li></ul>
<b>Agency Advocacy</b> <ul style="list-style-type: none"><li>Coordinating bi-annual voice of customer meetings with Axon’s Device Management team</li><li>Recording and tracking Agency feature requests and major bugs</li></ul>

- 3 **Regional ASE Scope of Services**
- 3.1 A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
- 3.2 There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
- 3.3 The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

**The Regional ASE service options are listed below:**



### Account Maintenance

- Conducting remote training on new features and devices for Agency's leadership
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly conference calls to cover current issues and program status
- Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

### Direct Support

- Providing remote, tier 1 and tier 2 technical support for Axon devices
- Creating and monitoring RMAs remotely

### Data Analysis

- Providing quarterly Axon usage data to identify trends and program efficiency opportunities
- Comparing an Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

### Agency Advocacy

- Coordinating bi-yearly Voice of Agency meetings with Device Management team
- Recording and tracking Agency feature requests and major bugs

- 4 **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
- 5 **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.





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## **LOCATION / AUTHORIZED SELLER LISTINGS**

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

**Not applicable**

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

**Not applicable**

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person





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## **MANUFACTURER DEALER DESIGNATION**

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

**Not applicable**

Designated Dealer Name

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number\* (**\*attach W-9**)

Designated Dealer Contact Person

**Axon Enterprise, Inc.**

Your Company Name

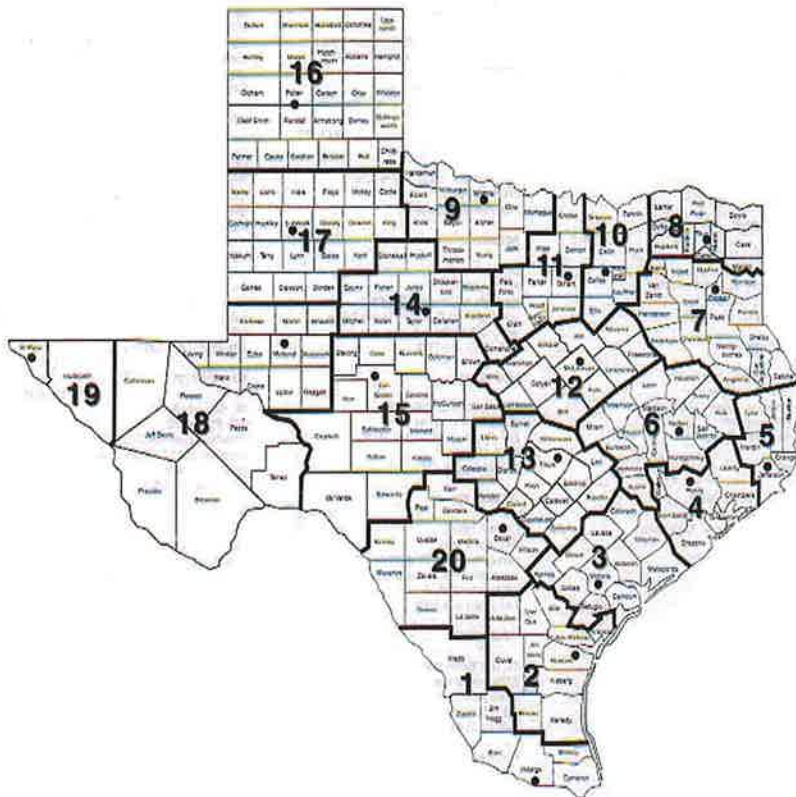
  
Signature of Authorized Company Official



## TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

### Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

### Region and Headquarters

- ☐ 1 Edinburg
- ☐ 2 Corpus Christi
- ☐ 3 Victoria
- ☐ 4 Houston
- ☐ 5 Beaumont
- ☐ 6 Huntsville
- ☐ 7 Kilgore
- ☐ 8 Mount Pleasant
- ☐ 9 Wichita Falls
- ☐ 10 Richardson
- ☐ 11 Fort Worth
- ☐ 12 Waco
- ☐ 13 Austin
- ☐ 14 Abilene
- ☐ 15 San Angelo
- ☐ 16 Amarillo
- ☐ 17 Lubbock
- ☐ 18 Midland
- ☐ 19 El Paso
- ☐ 20 San Antonio

Axon Enterprise, Inc.

Company Name

Signature of Authorized Company Official

Robert Driscoll, VP, Associate General Counsel

Printed Name

- ☐ I will not service members of the Texas Cooperative.





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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

**Not applicable.**

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## STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

***If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.***

Please check (✓) all that apply:

☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- |  |   |
|--|---|
| <input type="checkbox"/> Alabama   | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Alaska  | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arizona   | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> Arkansas  | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Colorado  | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Connecticut                                     | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware  | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> District of Columbia                            | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Florida   | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Georgia   | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Hawaii  | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Idaho   | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Illinois  | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana   | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Iowa  | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kansas  | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Kentucky  | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Louisiana                                       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maine   | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Maryland  | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Massachusetts                                   | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Michigan  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Minnesota                                       | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Mississippi                                     |   |
| <input type="checkbox"/> Missouri  |   |
| <input type="checkbox"/> Montana   |   |





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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

**Axon Enterprise, Inc.**

Company Name

Signature of Authorized Company Official

Robert Driscoll, VP, Associate General Counsel

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

**Not applicable.**





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## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

### **By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.





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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

**Axon Enterprise, Inc.**

Name of Vendor

A handwritten signature in blue ink, appearing to read "R. Driscoll", written over a horizontal line.

Signature of Authorized Company Official

**648-21**

Proposal Invitation Number

Robert Driscoll, VP, Associate General Counsel

Printed Name of Authorized Company Official

**3/22/2021**

Date





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## **FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE**

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 27,070,389.11. (The period of the 12 month period is 01/01/2020 / 12/31/2020). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
2. T-PASS (State of Texas)	N		
3. OMNIA Partners	Y	5 years	body-worn cameras
4. Sourcewell (NJPA)	Y	1 year	body-worn cameras
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	N		
7. Choice Partners	N		
8. The Interlocal Purchasing System (TIPS)	N		
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

### **CURRENT BUYBOARD VENDORS**

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

**Current Discount (%):** N/A

**Proposed Discount (%):** N/A

**Explanation:** \_\_\_\_\_





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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Axon Enterprise, Inc.

Company Name

A handwritten signature in blue ink, appearing to read "R Driscoll", written over a horizontal line.

Signature of Authorized Company Official

Robert Driscoll, VP, Associate General Counsel

Printed Name





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## **GOVERNMENTAL REFERENCES**

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

<b>Entity Name</b>	<b>Contact</b>	<b>Phone#</b>	<b>Email Address</b>	<b>Discount</b>	<b>Quantity/ Volume</b>
1. NASPO	Lisa Bradley	405-522-4480	Lisa.Bradley@omes.ok.gov	0%	N/A
2. National IPA/Omnia Partners	Matt East	703-402-9929	Matt.East@omniapartners.com	0%	N/A
3. TX BuyBoard	Connie Burkett	800-695-2919 x7152	Connie.Burkett@tasb.org	0%	N/A
4. TX SmartBuy	Richard San Jose	512-463-3034 x3	richard.sanjose@cpa.texas.gov	0%	N/A
5. NPPGov	Bill DeMars	206-494-4594	bill.demars@nppgov.com	0%	N/A

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☒ **NO** ☐ If YES, please explain:

**Axon Enterprise, Inc. allows entities/agencies to negotiate pricing directly with us.**

**Please see attached explanation on the following page.**

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

**Axon Enterprise, Inc.**

Company Name

Signature of Authorized Company Official

**Robert Driscoll, VP, Associate General Counsel**

Printed Name



Vendor does not attempt to describe every exceptional discounting practice. Vendor cannot guarantee that the chart or notes include every transaction that Vendor has made with commercial end-users or resellers at any tier. Situations may and do occur in which a customer gets a discount or concession that is based on specific factors and offered at the discretion of Vendor's management.

Vendor may grant non-standard discounts or additional concessions (including but not limited to extended warranties and price guarantees) to its distributors, state and local government, educational institutions, not for profit organizations, and/or other commercial customers in a variety of circumstances, including, but not limited to, the following: emerging markets, new market opportunities (such as new applications), emerging end-user markets (such as a new customer or account of strategic importance), firm commitments, upgrades, early adopter customer, resellers, multiple year sales/renewals, prompt payment discounts, competitive situations, marketing alliance, customer satisfaction situations, end of inventory, promotional pricing, mistakes in pricing, and otherwise at the discretion of Vendor's management.

Non-standard situations may include one or more of the following, for which Vendor may grant a discount in exchange for the business value extracted from the customer:

- Sale structured and priced to beat named competitor
- Sale structured and priced to strategically displace installed competitor
- Enterprise Deployment where purchasing entity standardizes on Vendors Products and Services
- New market penetration -- obtaining the first brand-name customer in a vertical market
- Restricted use or application specific use of software whereby the license becomes different from the standard license grant (for example, evaluation licenses).
- Customer Satisfaction in order to resolve specific customer satisfaction issues it is necessary to provide additional discounts for some products to address issues related to previous purchases.

These non-standard, negotiated agreements are not considered a standard pricing practice. They are granted on a case-by-case basis.





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## **MARKETING STRATEGY**

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

Axon actively suggests BuyBoard to customers looking at cooperative purchasing options.

If Axon is awarded a renewed contract with BuyBoard, Axon plans to continue to market BuyBoard as our partner for agencies looking to use a cooperative agreement for their purchases. In the future, Axon also plans to create marketing collateral featuring cooperative contracting information, including providing such information on [www.axon.com](http://www.axon.com).

Axon Enterprise, Inc.

Company Name

A handwritten signature in blue ink, appearing to read "RDR", written over a horizontal line.

Signature of Authorized Company Official

Robert Driscoll, VP, Associate General Counsel

Printed Name





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## **CONFIDENTIAL/PROPRIETARY INFORMATION**

### **A. Public Disclosure Laws**

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☒

**NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐

**YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

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(Attach additional sheets if needed.)





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### **B. Copyright Information**

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:



**NO**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.



**YES**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: \_\_\_\_\_

(Attach additional sheets if needed.)

### **C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members**

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

### **D. Consent to Release Proposal Tabulation**

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

**Axon Enterprise, Inc.**

Company Name

Signature of Authorized Company Official

Robert Driscoll, VP, Associate General Counsel

Printed Name

3/22/2021

Date





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## **VENDOR BUSINESS NAME**

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

**Name of Proposing Company:** Axon Enterprise, Inc.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

### **Type of Business:**

Individual/Sole Proprietor \_\_\_\_\_  
Corporation   x   \_\_\_\_\_  
Limited Liability Company \_\_\_\_\_  
Partnership \_\_\_\_\_  
Other \_\_\_\_\_

If other, identify \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**State of Incorporation** (if applicable): Delaware

**Federal Employer Identification Number:** 86-0741227  
*(Vendor must include a completed **IRS W-9** form with their proposal)*

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Axon Enterprise, Inc. (Axon)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Axon Enterprise, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) **D**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**17800 North 85th Street**

6 City, state, and ZIP code

**Scottsdale, AZ 85255**

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Social security number

- -

or

### Employer identification number

8 6 - 0 7 4 1 2 2 7

## 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.

**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 ►

*[Signature]*

Date ► **1/2/2021**

## 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](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.





## **EDGAR VENDOR CERTIFICATION** **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

***For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.***

### **1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

### **2. Termination for Cause or Convenience:**

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

*The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).*

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.





**3. Equal Employment Opportunity:**

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

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**4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [wdol.gov](http://wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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**6. Right to Inventions Made Under a Contract or Agreement:**

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.





**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

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**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

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**10. Procurement of Recovered Materials:**

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.





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## 12. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	YES	RD
2. Termination for Cause or Convenience	YES	RD
3. Equal Employment Opportunity	YES	RD
4. Davis-Bacon Act	YES	RD
5. Contract Work Hours and Safety Standards Act	YES	RD
6. Right to Inventions Made Under a Contract or Agreement	YES	RD
7. Clean Air Act and Federal Water Pollution Control Act	YES	RD
8. Debarment and Suspension	YES	RD
9. Byrd Anti-Lobbying Amendment	YES	RD
10. Procurement of Recovered Materials	YES	RD
11. Profit as a Separate Element of Price	YES	RD
12. General Compliance and Cooperation with Cooperative Members	YES	RD

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

**Axon Enterprise, Inc.**

Company Name

Signature of Authorized Company Official

Robert Driscoll, VP, Associate General Counsel

Printed Name





## **PROPOSAL INVITATION QUESTIONNAIRE**

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Axon Enterprise, Inc. (formerly TASER International, Inc.) has been in business since 1993. Axon Enterprise, Inc. is not currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Axon will continue to provide world-class support to the Cooperative and its members.  
Our Contracts team is available to assist you and your members with any questions.  
To supplement support resources available to new customers, the Axon Professional Services and Customer Support teams provide ongoing support and assistance.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Axon is a publicly-traded company; all financial information is available at [investor.axon.com](http://investor.axon.com). Axon's NASDAQ stock ticker symbol is AXON.

Net sales were \$681 million and \$530 million for the years ended December 31, 2020, and 2019, respectively, an increase of \$151 million.

Neither Axon nor any past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years.





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4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No.

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

Axon has had no BWC contract cancellation due to default or other performance related issue.

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None.

**By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.**

Axon Enterprise, Inc.

Company Name

Signature of Authorized Company Official





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## **PROPOSAL SPECIFICATION SUMMARY**

**The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).**

### **Section I: Equipment, Products, and Supplies**

1. Discount (%) off catalog/pricelist for **Law Enforcement Body Cameras** - all types of body cameras used by law enforcement and public safety.
2. Discount (%) off catalog/pricelist for **Law Enforcement Body Camera Software Management Systems.**
3. Discount (%) off catalog/pricelist for **Law Enforcement Body Camera Battery Packs.**
4. Discount (%) off catalog/pricelist for **Law Enforcement Body Camera Docking Station.**
5. Discount (%) off catalog/pricelist for **Law Enforcement Body Camera Cables, Clips, Mounts, and Related Accessories and Supplies.**
6. Discount (%) off catalog/pricelist for **All Other Law Enforcement Body Camera Products.**

### **Section II: Installation and Repair Service**

7. **Hourly Labor Rate for Installation/Repair Service of Law Enforcement Body Cameras and Related Items** - Not to exceed hourly labor rate for Installation/Repair Service of Equipment and Products.



Product Code	Product Name	Product Description	List Price Currency	List Price
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	USD	\$ 31.30
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	USD	\$ 41.75
11509	BELT CLIP, RAPIDLOCK	BELT CLIP, RAPIDLOCK	USD	\$ 31.30
11511	ROUTER ANTENNA, FLEET	ROUTER ANTENNA, FLEET	USD	\$ 270.00
11528	FLEX 2 CAMERA, (ONLINE)	FLEX 2 CAMERA, (ONLINE)	USD	\$ 470.00
11529	FLEX 2 CAMERA, (OFFLINE)	FLEX 2 CAMERA, (OFFLINE)	USD	\$ 679.00
11532	FLEX 2 CONTROLLER	FLEX 2 CONTROLLER	USD	\$ 262.00
11533	CABLE, COILED, STRAIGHT TO RIGHT ANGLE, 48 IN, FLEX 2	CABLE, COILED, STRAIGHT TO RIGHT ANGLE, 48 IN, FLEX 2	USD	\$ 18.30
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	USD	\$ 11.00
11536	DOCK, FLEX 2, 1-BAY + CORE	DOCK, FLEX 2, 1-BAY + CORE	USD	\$ 413.00
11537	DOCK, FLEX 2, 6-BAY + CORE	DOCK, FLEX 2, 6-BAY + CORE	USD	\$ 1,563.00
11538	DOCK, FLEX 2, 1-BAY	DOCK, FLEX 2, 1-BAY	USD	\$ 99.00
11539	DOCK, FLEX 2, 6-BAY	DOCK, FLEX 2, 6-BAY	USD	\$ 1,249.00
11544	OAKLEY FLAK JACKET KIT, FLEX 2	OAKLEY FLAK JACKET KIT, FLEX 2	USD	\$ 171.50
11545	COLLAR MOUNT, FLEX 2	COLLAR MOUNT, FLEX 2	USD	\$ 42.85
11546	EPAULETTE MOUNT, FLEX 2	EPAULETTE MOUNT, FLEX 2	USD	\$ 31.90
11547	BALLCAP MOUNT, FLEX 2	BALLCAP MOUNT, FLEX 2	USD	\$ 30.35
11548	UNIVERSAL HELMET MOUNT, FLEX 2	UNIVERSAL HELMET MOUNT, FLEX 2	USD	\$ 28.25
11549	TACTICAL SWAT KIT, W/ ARC RAIL, FLEX 2	TACTICAL SWAT KIT, W/ ARC RAIL, FLEX 2	USD	\$ 68.00
11553	SYNC CABLE, USB A TO 2.5MM	SYNC CABLE, USB A TO 2.5MM	USD	\$ 10.45
11554	CLIP, OAKLEY, FLEX 2	CLIP, OAKLEY, FLEX 2	USD	\$ 24.05
11555	MOUNT, BALLISTIC VEST, FLEX 2	MOUNT, BALLISTIC VEST, FLEX 2	USD	\$ 32.40
11561	C-CLIP ADAPTOR, FLEX 2	C-CLIP ADAPTOR, FLEX 2	USD	\$ 12.55
11564	2 YEAR TAP FLEX 2 REPLACEMENT	2 YEAR TAP FLEX 2 REPLACEMENT	USD	\$ -
11565	2 YEAR TAP DOCK FLEX 2 SINGLE BAY REPLACEMENT	2 YEAR TAP DOCK FLEX 2 SINGLE BAY REPLACEMENT	USD	\$ -
11566	2 YEAR TAP DOCK FLEX 2 SIX BAY REPLACEMENT	2 YEAR TAP DOCK FLEX 2 SIX BAY REPLACEMENT	USD	\$ -
11567	2 YEAR TAP DOCK FLEX 2 SIX BAY + CORE REPLACEMENT	2 YEAR TAP DOCK FLEX 2 SIX BAY + CORE REPLACEMENT	USD	\$ -
11568	2 YEAR TAP DOCK FLEX 2 SINGLE BAY + CORE REPLACEMENT	REPLACEMENT	USD	\$ -
11569	2.5 YEAR TAP FLEX 2 REPLACEMENT	2.5 YEAR TAP FLEX 2 REPLACEMENT	USD	\$ -
11570	2.5 YEAR TAP DOCK FLEX 2 SINGLE BAY REPLACEMENT	2.5 YEAR TAP DOCK FLEX 2 SINGLE BAY REPLACEMENT	USD	\$ -
11571	2.5 YEAR TAP DOCK FLEX 2 SIX BAY REPLACEMENT	2.5 YEAR TAP DOCK FLEX 2 SIX BAY REPLACEMENT	USD	\$ -
11572	2.5 YEAR TAP DOCK FLEX 2 SIX BAY + CORE REPLACEMENT	2.5 YEAR TAP DOCK FLEX 2 SIX BAY + CORE REPLACEMENT	USD	\$ -
11573	2.5 YEAR TAP DOCK FLEX 2 SINGLE BAY + CORE REPLACEMENT	REPLACEMENT	USD	\$ -
11574	3 YEAR TAP FLEX 2 REPLACEMENT	3 YEAR TAP FLEX 2 REPLACEMENT	USD	\$ -
11575	3 YEAR TAP DOCK FLEX 2 SINGLE BAY REPLACEMENT	3 YEAR TAP DOCK FLEX 2 SINGLE BAY REPLACEMENT	USD	\$ -
11576	3 YEAR TAP DOCK FLEX 2 SIX BAY REPLACEMENT	3 YEAR TAP DOCK FLEX 2 SIX BAY REPLACEMENT	USD	\$ -
11577	3 YEAR TAP DOCK FLEX 2 SIX BAY + CORE REPLACEMENT	3 YEAR TAP DOCK FLEX 2 SIX BAY + CORE REPLACEMENT	USD	\$ -
11578	3 YEAR TAP DOCK FLEX 2 SINGLE BAY + CORE REPLACEMENT	REPLACEMENT	USD	\$ -
11579	3.5 YEAR TAP FLEX 2 REPLACEMENT	3.5 YEAR TAP FLEX 2 REPLACEMENT	USD	\$ -
11580	3.5 YEAR TAP DOCK FLEX 2 SINGLE BAY REPLACEMENT	3.5 YEAR TAP DOCK FLEX 2 SINGLE BAY REPLACEMENT	USD	\$ -
11581	3.5 YEAR TAP DOCK FLEX 2 SIX BAY REPLACEMENT	3.5 YEAR TAP DOCK FLEX 2 SIX BAY REPLACEMENT	USD	\$ -
11582	3.5 YEAR TAP DOCK FLEX 2 SIX BAY + CORE REPLACEMENT	3.5 YEAR TAP DOCK FLEX 2 SIX BAY + CORE REPLACEMENT	USD	\$ -
11583	3.5 YEAR TAP DOCK FLEX 2 SINGLE BAY + CORE REPLACEMENT	REPLACEMENT	USD	\$ -
11584	4 YEAR TAP FLEX 2 REPLACEMENT	4 YEAR TAP FLEX 2 REPLACEMENT	USD	\$ -
11585	4 YEAR TAP DOCK FLEX 2 SINGLE BAY REPLACEMENT	4 YEAR TAP DOCK FLEX 2 SINGLE BAY REPLACEMENT	USD	\$ -
11586	4 YEAR TAP DOCK FLEX 2 SIX BAY REPLACEMENT	4 YEAR TAP DOCK FLEX 2 SIX BAY REPLACEMENT	USD	\$ -
11587	4 YEAR TAP DOCK FLEX 2 SIX BAY + CORE REPLACEMENT	4 YEAR TAP DOCK FLEX 2 SIX BAY + CORE REPLACEMENT	USD	\$ -
11588	4 YEAR TAP DOCK FLEX 2 SINGLE BAY + CORE REPLACEMENT	REPLACEMENT	USD	\$ -
11605	CRADLEPOINT ROUTER - IBR900LP6	CRADLEPOINT ROUTER - IBR900LP6	USD	\$ 880.00
11606	SPRING ARM, REPLACEMENT 10-PACK, RAPIDLOCK	SPRING ARM, REPLACEMENT 10-PACK, RAPIDLOCK	USD	\$ 10.45
11613	CRADLEPOINT MC400 MODULAR MODEM	CRADLEPOINT MC400 MODULAR MODEM	USD	\$ 599.00
11614	DOCK, COR EXTENSIBILITY	DOCK, COR EXTENSIBILITY	USD	\$ 180.00
11615	ARC RAIL MOUNT, FLEX 2	ARC RAIL MOUNT, FLEX 2	USD	\$ 26.15
11617	SMALL WALL-MOUNT CABINET WITH CABLE MANAGEMENT	SMALL WALL-MOUNT CABINET WITH CABLE MANAGEMENT	USD	\$ 969.00
11618	LARGE ROLLING CABINET WITH CABLE MANAGEMENT	LARGE ROLLING CABINET WITH CABLE MANAGEMENT	USD	\$ 1,194.00
11619	RACK-MOUNT UPS	RACK-MOUNT UPS	USD	\$ 229.00
11622	CRADLEPOINT IBR900-600M-NPS + 5YR NETCLOUD ESSENTIALS (PRIME)	CRADLEPOINT IBR900-600M-NPS + 5YR NETCLOUD ESSENTIALS (PRIME)	USD	\$ 1,379.00
11629	CRADLEPOINT ROUTER, CABLE ASSEMBLY, POWER	CRADLEPOINT ROUTER, CABLE ASSEMBLY, POWER	USD	\$ 25.00
11630	THIRD PARTY PROVIDED HARDWARE	THIRD PARTY PROVIDED HARDWARE	USD	\$ 1.00
11631	THIRD PARTY PROVIDED SERVICES	THIRD PARTY PROVIDED SERVICES	USD	\$ 1.00
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	USD	\$ 1,249.00
11635	CRADLEPOINT IBR1700-1200M-B-NPS+5YR NETCLOUD	CRADLEPOINT IBR1700-1200M-B-NPS+5YR NETCLOUD	USD	\$ 2,099.00



Product Code	Product Name	Product Description	List Price Currency	List Price
11636	CRADLEPOINT FIPS IBR1700-1200M-B-NPS+5YR NETCLOUD	CRADLEPOINT FIPS IBR1700-1200M-B-NPS+5YR NETCLOUD	USD	\$ 2,299.00
11637	CRADLEPOINT FIPS IBR900-600M-NPS+5 YEAR NETCLD ESSENT PRIME	CRADLEPOINT FIPS IBR900-600M-NPS+5 YEAR NETCLD ESSENT PRIME	USD	\$ 1,929.00
11638	CRADLEPOINT FIPS IBR900-1200M-B-NPS+5YR NETCLOUD	CRADLEPOINT FIPS IBR900-1200M-B-NPS+5YR NETCLOUD	USD	\$ 1,449.00
11639	CRADLEPOINT FIPS IBR1700-600M-NPS+5 YEAR NETCLOUD ESSENT (PR	CRADLEPOINT FIPS IBR1700-600M-NPS+5 YEAR NETCLOUD ESSENT (PR	USD	\$ 2,359.00
11640	CRADLEPOINT ROUTER POWER SUPPLY	CRADLEPOINT ROUTER POWER SUPPLY	USD	\$ 25.00
11641	ANNUAL RENEWAL, CRADLEPOINT ROUTER LICENSE, NETCLOUD MANAGER	ANNUAL RENEWAL, CRADLEPOINT ROUTER LICENSE, NETCLOUD MANAGER	USD	\$ 180.00
11642	THIRD-PARTY VIDEO SUPPORT LICENSE	THIRD-PARTY VIDEO SUPPORT LICENSE	USD	\$ -
11643	THIRD-PARTY VIDEO SUPPORT LICENSE PAYMENT	THIRD-PARTY VIDEO SUPPORT LICENSE PAYMENT	USD	\$ 9.00
11701	SEW-ON NYLON LOOP FOR CAMERA MOLLE MOUNT	SEW-ON NYLON LOOP FOR CAMERA MOLLE MOUNT	USD	\$ 3.99
11702	ACTION CAMERA MOUNT, AXON RAPIDLOCK	ACTION CAMERA MOUNT, AXON RAPIDLOCK	USD	\$ 29.95
11703	MINI MOLLE MOUNT, AXON RAPIDLOCK	MINI MOLLE MOUNT, AXON RAPIDLOCK	USD	\$ 29.95
11704	JACKET MOUNT, AXON RAPIDLOCK	JACKET MOUNT, AXON RAPIDLOCK	USD	\$ -
11705	SLIM MOUNT, AXON RAPIDLOCK	SLIM MOUNT, AXON RAPIDLOCK	USD	\$ -
11706	LOOP LOCK MOUNT, AXON RAPIDLOCK	LOOP LOCK MOUNT, AXON RAPIDLOCK	USD	\$ -
11707	OAKLEY FLAK 2.0 MOUNT, AXON FLEX 2	OAKLEY FLAK 2.0 MOUNT, AXON FLEX 2	USD	\$ 249.95
11708	OAKLEY FLAK 1.0 MOUNT ONLY KIT, FLEX 2	OAKLEY FLAK 1.0 MOUNT ONLY KIT, FLEX 2	USD	\$ 29.95
12087	AXON AIR, MATRICE 210 V2 RTK	AXON AIR, MATRICE 210 V2 RTK	USD	\$ 15,370.00
12088	AXON AIR, MATRICE 210 V2	AXON AIR, MATRICE 210 V2	USD	\$ 10,410.00
12090	AXON AIR, MATRICE QUICK RELEASE PROPELLER	AXON AIR, MATRICE QUICK RELEASE PROPELLER	USD	\$ 25.00
12101	AXON AIR, ZENMUSE X55	AXON AIR, ZENMUSE X55	USD	\$ 2,049.00
12103	AXON AIR, ZENMUSE Z30	AXON AIR, ZENMUSE Z30	USD	\$ 2,999.00
12104	AXON AIR, M210 CENDENCE REMOTE CONTROLLER	AXON AIR, M210 CENDENCE REMOTE CONTROLLER	USD	\$ 1,499.00
12105	AXON AIR, M200 PART 03 TB55 (IFB) BATTERY	AXON AIR, M200 PART 03 TB55 (IFB) BATTERY	USD	\$ 475.00
12107	AXON AIR, CRYSTALSKY 5.5 INCH	AXON AIR, CRYSTALSKY 5.5 INCH	USD	\$ 499.00
12108	AXON AIR, CRYSTALSKY 7.85 INCH	AXON AIR, CRYSTALSKY 7.85 INCH	USD	\$ 749.00
12109	AXON AIR, CRYSTALSKY ULTRA 7.85 INCH	AXON AIR, CRYSTALSKY ULTRA 7.85 INCH	USD	\$ 1,099.00
12110	AXON AIR, ZENMUSE XT2 336 x 256 RADIOMETRIC, 9Hz, 9mm	AXON AIR, ZENMUSE XT2 336 x 256 RADIOMETRIC, 9Hz, 9mm	USD	\$ 7,300.00
12111	AXON AIR, ZENMUSE XT2 640 x 512 RADIOMETRIC, 30Hz, 13mm	AXON AIR, ZENMUSE XT2 640 x 512 RADIOMETRIC, 30Hz, 13mm	USD	\$ 13,200.00
12112	AXON AIR, ZENMUSE XT2 640 x 512 RADIOMETRIC, 30Hz, 19mm	AXON AIR, ZENMUSE XT2 640 x 512 RADIOMETRIC, 30Hz, 19mm	USD	\$ 13,200.00
12113	AXON AIR, ZENMUSE XT2 640 x 512 RADIOMETRIC, 30Hz, 25mm	AXON AIR, ZENMUSE XT2 640 x 512 RADIOMETRIC, 30Hz, 25mm	USD	\$ 14,700.00
12118	AXON AIR, MATRICE 210 V2 RTK - GROUND UNIT	AXON AIR, MATRICE 210 V2 RTK - GROUND UNIT	USD	\$ -
12119	AXON AIR, M200 PART 11 TB55 (IFB) BATTERY	AXON AIR, M200 PART 11 TB55 (IFB) BATTERY	USD	\$ -
12120	AXON AIR, MATRICE SPOTLIGHT	AXON AIR, MATRICE SPOTLIGHT	USD	\$ 2,500.00
12121	AXON AIR, MATRICE 300	AXON AIR, MATRICE 300	USD	\$ 9,000.00
12122	AXON AIR, MATRICE 300 RTK	AXON AIR, MATRICE 300 RTK	USD	\$ 16,000.00
12123	AXON AIR, MATRICE 310	AXON AIR, MATRICE 310	USD	\$ 12,500.00
12124	AXON AIR, MATRICE 310 RTK	AXON AIR, MATRICE 310 RTK	USD	\$ 16,000.00
12125	AXON AIR, MATRICE 300 BATTERY	AXON AIR, MATRICE 300 BATTERY	USD	\$ 300.00
12126	AXON AIR, MATRICE 300 PROPELLER	AXON AIR, MATRICE 300 PROPELLER	USD	\$ 30.00
12127	AXON AIR, ZENMUSE H20	AXON AIR, ZENMUSE H20	USD	\$ 3,000.00
12128	AXON AIR, ZENMUSE H20T	AXON AIR, ZENMUSE H20T	USD	\$ 14,000.00
12301	AXON AIR, MAVIC 2 PART 2 INTELLIGENT FLIGHT BATTERY	AXON AIR, MAVIC 2 PART 2 INTELLIGENT FLIGHT BATTERY	USD	\$ 149.00
12302	AXON AIR, MAVIC 2 PART 10 BATTERY CHARGING HUB	AXON AIR, MAVIC 2 PART 10 BATTERY CHARGING HUB	USD	\$ 89.00
12303	AXON AIR, MAVIC 2 PART 13 LOW-NOISE PROPELLER (PAIR)	AXON AIR, MAVIC 2 PART 13 LOW-NOISE PROPELLER (PAIR)	USD	\$ 15.00
12305	AXON AIR, MAVIC 2 PART 11 CAR CHARGER	AXON AIR, MAVIC 2 PART 11 CAR CHARGER	USD	\$ 79.00
12306	AXON AIR, MAVIC 2 PART 14 PROPELLER GUARD	AXON AIR, MAVIC 2 PART 14 PROPELLER GUARD	USD	\$ 31.00
12307	AXON AIR, MAVIC 2 ENTERPRISE	AXON AIR, MAVIC 2 ENTERPRISE	USD	\$ 2,495.00
12309	AXON AIR, MAVIC 2 ENTERPRISE LOUDSPEAKER	AXON AIR, MAVIC 2 ENTERPRISE LOUDSPEAKER	USD	\$ 99.00
12310	AXON AIR, MAVIC 2 ENTERPRISE SPOTLIGHT	AXON AIR, MAVIC 2 ENTERPRISE SPOTLIGHT	USD	\$ 139.00
12311	AXON AIR, MAVIC 2 ENTERPRISE FAA BEACON	AXON AIR, MAVIC 2 ENTERPRISE FAA BEACON	USD	\$ 79.00
12312	AXON AIR, MAVIC 2 ENTERPRISE (IFB) BATTERY	AXON AIR, MAVIC 2 ENTERPRISE (IFB) BATTERY	USD	\$ 189.00
12316	AXON AIR, MAVIC 2 ENTERPRISE DUAL	AXON AIR, MAVIC 2 ENTERPRISE DUAL	USD	\$ 3,350.00
12320	AXON AIR, MAVIC 2 BATTERY TO POWER BANK ADAPTER	AXON AIR, MAVIC 2 BATTERY TO POWER BANK ADAPTER	USD	\$ 29.00
12321	AXON AIR, MAVIC 2 FLY MORE KIT	AXON AIR, MAVIC 2 FLY MORE KIT	USD	\$ 469.00
12322	AXON AIR, MAVIC 2 ENTERPRISE ZOOM + SMART CONTROLLER BUNDLE	AXON AIR, MAVIC 2 ENTERPRISE ZOOM + SMART CONTROLLER BUNDLE	USD	\$ 2,995.00
12323	AXON AIR, MAVIC 2 ENTERPRISE DUAL + SMART CONTROLLER BUNDLE	AXON AIR, MAVIC 2 ENTERPRISE DUAL + SMART CONTROLLER BUNDLE	USD	\$ 3,850.00
12324	AXON AIR, DJI SMART CONTROLLER	AXON AIR, DJI SMART CONTROLLER	USD	\$ 749.00
12325	AXON AIR, IPAD MINI	AXON AIR, IPAD MINI	USD	\$ 450.00



Product Code	Product Name	Product Description	List Price Currency	List Price
12326	AXON AIR, PART 107 CERTIFICATION TRAINING: 2 YEAR ACCESS	AXON AIR, PART 107 CERTIFICATION TRAINING: 2 YEAR ACCESS	USD	\$ 200.00
12328	AXON AIR, ON-SITE TRAINING	AXON AIR, ON-SITE TRAINING	USD	\$ 2,500.00
12338	AXON AIR EVIDENCE.COM LICENSE	AXON AIR EVIDENCE.COM LICENSE	USD	\$ -
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	AXON AIR EVIDENCE.COM LICENSE PAYMENT	USD	\$ 100.00
12340	AXON AIR, MAVIC MINI	AXON AIR, MAVIC MINI	USD	\$ 399.00
12341	AXON AIR, MAVIC MINI FLY MORE	AXON AIR, MAVIC MINI FLY MORE	USD	\$ 499.00
12342	AXON AIR, RC LIGHTNING TO USB CABLE - PART 23	AXON AIR, RC LIGHTNING TO USB CABLE - PART 23	USD	\$ 25.00
12343	AXON AIR, WB37 INTELLIGENT BATTERY	AXON AIR, WB37 INTELLIGENT BATTERY	USD	\$ 59.00
12348	AXON AIR, MAVIC 2 ENTERPRISE IPAD HOLDER	AXON AIR, MAVIC 2 ENTERPRISE IPAD HOLDER	USD	\$ 10.00
12349	AXON AIR, MAVIC 2 ENTERPRISE IPAD CHARGING CABLE	AXON AIR, MAVIC 2 ENTERPRISE IPAD CHARGING CABLE	USD	\$ 6.00
12350	AXON AIR, MAVIC 2 ENTERPRISE SHIELD	AXON AIR, MAVIC 2 ENTERPRISE SHIELD	USD	\$ 247.00
12351	AXON AIR, MAVIC 2 ENTERPRISE DUAL SHIELD	AXON AIR, MAVIC 2 ENTERPRISE DUAL SHIELD	USD	\$ 289.00
12352	AXON AIR, MATRICE 200 V2 ENTERPRISE SHIELD	AXON AIR, MATRICE 200 V2 ENTERPRISE SHIELD	USD	\$ 669.00
12353	AXON AIR, MATRICE 210 V2 ENTERPRISE SHIELD	AXON AIR, MATRICE 210 V2 ENTERPRISE SHIELD	USD	\$ 1,199.00
12354	AXON AIR, MATRICE 210 RTK V2 ENTERPRISE SHIELD	AXON AIR, MATRICE 210 RTK V2 ENTERPRISE SHIELD	USD	\$ 1,749.00
13025	CUSTOM MOUNT	CUSTOM MOUNT	USD	\$ 52.25
13030	AXON BODY MAGNETIC DOCK CLICKFAST M6.4 PATTERN	AXON BODY MAGNETIC DOCK CLICKFAST M6.4 PATTERN	USD	\$ 22.66
2 Room: Two Camera Interview Room				
Bundle	2 Room: Two Camera Interview Room Bundle	2 Room: Two Camera Interview Room Bundle	USD	\$ -
20069	TASER 7 E.COM LICENSE PAYMENT	TASER 7 E.COM LICENSE PAYMENT	USD	\$ 5.00
20133	IN-HOUSE INSTRUCTOR COURSE ONLINE MATERIAL	IN-HOUSE INSTRUCTOR COURSE ONLINE MATERIAL	USD	\$ -
20134	VR EMPATHY DEVELOPMENT STARTER CONTENT PAYMENT	VR EMPATHY DEVELOPMENT STARTER CONTENT PAYMENT	USD	\$ 2.50
20136	IN-HOUSE INSTRUCTOR COURSE ONLINE MATERIAL TWO YEAR ACCESS	IN-HOUSE INSTRUCTOR COURSE ONLINE MATERIAL TWO YEAR ACCESS	USD	\$ 30.00
20188	VR CONTROLLER KIT PELICAN CASE	VR CONTROLLER KIT PELICAN CASE	USD	\$ 200.00
2020 Fleet 2 Unlimited				
Bundle	2020 Fleet 2 Unlimited Bundle	2020 Fleet 2 Unlimited Bundle	USD	\$ -
2020 TASER 7 CERT BUNDLE	2020 TASER 7 CERT BUNDLE	2020 TASER 7 CERT BUNDLE	USD	\$ -
2020 Unlimited 7 10 YEAR BUNDLE	2020 Unlimited 7 10 YEAR BUNDLE	2020 Unlimited 7 10 YEAR BUNDLE	USD	\$ -
2020 Unlimited 7 5 YEAR BUNDLE	2020 Unlimited 7 5 YEAR BUNDLE	2020 Unlimited 7 5 YEAR BUNDLE	USD	\$ -
2020 Unlimited 7+ 10 YEAR BUNDLE	2020 Unlimited 7+ 10 YEAR BUNDLE	2020 Unlimited 7+ 10 YEAR BUNDLE	USD	\$ -
2020 Unlimited 7+ 5 YEAR BUNDLE	2020 Unlimited 7+ 5 YEAR BUNDLE	2020 Unlimited 7+ 5 YEAR BUNDLE	USD	\$ -
20223	EVIDENCE.COM DOCK, CORE 4-YEAR EXTENDED WARRANTY	EVIDENCE.COM DOCK, CORE 4-YEAR EXTENDED WARRANTY	USD	\$ 62.80
20233	TASER 7 CERTIFICATION PLAN ADD-ON TRUE UP PAYMENT	TASER 7 CERTIFICATION PLAN ADD-ON TRUE UP PAYMENT	USD	\$ 12.22
20236	2020 - TASER 7 CERTIFICATION PLAN ADD-ON PLAN	2020 - TASER 7 CERTIFICATION PLAN ADD-ON PLAN	USD	\$ -
20244	VR GLOCK CONTROLLER HOLSTER	VR GLOCK CONTROLLER HOLSTER	USD	\$ 40.00
20245	TASER 7 CERTIFICATION PLAN TRUE UP	TASER 7 CERTIFICATION PLAN TRUE UP	USD	\$ 51.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	USD	\$ -
20247	TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE	TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE	USD	\$ -
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	TASER 7 EVIDENCE.COM ACCESS LICENSE	USD	\$ -
20249	VR EMPATHY DEVELOPMENT STARTER CONTENT ACCESS	VR EMPATHY DEVELOPMENT STARTER CONTENT ACCESS	USD	\$ -
20259	VR EMPATHY DEVELOPMENT USER UNLIMITED ACCESS PAYMENT	VR EMPATHY DEVELOPMENT USER UNLIMITED ACCESS PAYMENT	USD	\$ 5.00
20261	ADD-ON VR EMPATHY DEVELOPMENT USER UNLIMITED ACCESS PAYMENT	ADD-ON VR EMPATHY DEVELOPMENT USER UNLIMITED ACCESS PAYMENT	USD	\$ 2.50
20266	TASER 7 ONLINE TRAINING CONTENT ACCESS: 1 YEAR	TASER 7 ONLINE TRAINING CONTENT ACCESS: 1 YEAR	USD	\$ -
20271	AXON VR CONTROLLER KIT	AXON VR CONTROLLER KIT	USD	\$ 2,500.00
20272	ENTERPRISE UNLIMITED VR CONTENT ACCESS	ENTERPRISE UNLIMITED VR CONTENT ACCESS	USD	\$ -
20273	VR EMPATHY DEVELOPMENT ENTERPRISE UNLIMITED ACCESS	VR EMPATHY DEVELOPMENT ENTERPRISE UNLIMITED ACCESS	USD	\$ -
20274	VR 3 DOF ENTERPRISE BUNDLE PAYMENT	VR 3 DOF ENTERPRISE BUNDLE PAYMENT	USD	\$ 12,500.00
20275	VR 6 DOF ENTERPRISE BUNDLE PAYMENT	VR 6 DOF ENTERPRISE BUNDLE PAYMENT	USD	\$ 25,000.00
20277	TASER 7 CERT WITH VIRTUAL REALITY TRAINING HEADER	TASER 7 CERT WITH VIRTUAL REALITY TRAINING HEADER	USD	\$ -



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20278	TASER 7 CERT WITH VIRTUAL REALITY TRAINING PAYMENT	TASER 7 CERT WITH VIRTUAL REALITY TRAINING PAYMENT	USD	\$ 70.00
20279	TASER 7 CERT W VIRTUAL REALITY TRAING TRUE UP PMNT	TASER 7 CERT W VIRTUAL REALITY TRAING TRUE UP PMNT	USD	\$ 61.25
20286	FULL VR TASER 7 ADD-ON PAYMENT	FULL VR TASER 7 ADD-ON PAYMENT	USD	\$ 12.50
20287	FULL VR TASER 7 CERT UPGRADE PAYMENT	FULL VR TASER 7 CERT UPGRADE PAYMENT	USD	\$ 10.00
20288	T&E HTC FOCUS + VR HEADSET	T&E HTC FOCUS + VR HEADSET	USD	\$ 1,150.00
20289	HTC FOCUS + VR HEADSET	HTC FOCUS + VR HEADSET	USD	\$ 1,150.00
20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	SAMSUNG S7+ TABLET FOR VR SIMULATOR	USD	\$ 1,000.00
20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	USD	\$ 30.00
20298	VR-ENABLED GLOCK 17 CONTROLLER	VR-ENABLED GLOCK 17 CONTROLLER	USD	\$ 650.00
20299	VR HEADSET HEADPHONES	VR HEADSET HEADPHONES	USD	\$ 100.00
20300	X2 ONLINE TRAINING CONTENT ACCESS: 1 YEAR	X2 ONLINE TRAINING CONTENT ACCESS: 1 YEAR	USD	\$ -
20310	X26P ONLINE TRAINING CONTENT ACCESS: 1 YEAR	X26P ONLINE TRAINING CONTENT ACCESS: 1 YEAR	USD	\$ -
20318	AXON CORE + PLAN WITH T7 CERT 10Y PAYMENT Y1-5	AXON CORE + PLAN WITH T7 CERT 10Y PAYMENT Y1-5	USD	\$ 159.00
20319	AXON CORE PLAN T7 CQ WITH DOCK 10Y PAYMENT Y1-5	AXON CORE PLAN T7 CQ WITH DOCK 10Y PAYMENT Y1-5	USD	\$ 139.00
20320	AXON CORE + PLAN WITH T7 CERT HEADER	AXON CORE + PLAN WITH T7 CERT HEADER	USD	\$ -
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	AXON CORE + PLAN WITH T7 CERT PAYMENT	USD	\$ 159.00
20322	AXON CORE + PLAN WITH T7 CERT PAYMENT 6	AXON CORE + PLAN WITH T7 CERT PAYMENT 6	USD	\$ 163.77
20323	AXON CORE + PLAN WITH T7 CERT PAYMENT 7	AXON CORE + PLAN WITH T7 CERT PAYMENT 7	USD	\$ 168.68
20324	AXON CORE + PLAN WITH T7 CERT PAYMENT 8	AXON CORE + PLAN WITH T7 CERT PAYMENT 8	USD	\$ 173.74
20325	AXON CORE + PLAN WITH T7 CERT PAYMENT 9	AXON CORE + PLAN WITH T7 CERT PAYMENT 9	USD	\$ 178.96
20326	AXON CORE + PLAN WITH T7 CERT PAYMENT 10	AXON CORE + PLAN WITH T7 CERT PAYMENT 10	USD	\$ 184.32
20327	AXON CORE PLAN T7 CQ WITH DOCK HEADER	AXON CORE PLAN T7 CQ WITH DOCK HEADER	USD	\$ -
20328	AXON CORE PLAN T7 CQ WITH DOCK PAYMENT	AXON CORE PLAN T7 CQ WITH DOCK PAYMENT	USD	\$ 139.00
20329	AXON CORE PLAN T7 CQ WITH DOCK PAYMENT 6	AXON CORE PLAN T7 CQ WITH DOCK PAYMENT 6	USD	\$ 143.17
20330	AXON CORE PLAN T7 CQ WITH DOCK PAYMENT 7	AXON CORE PLAN T7 CQ WITH DOCK PAYMENT 7	USD	\$ 147.47
20331	AXON CORE PLAN T7 CQ WITH DOCK PAYMENT 8	AXON CORE PLAN T7 CQ WITH DOCK PAYMENT 8	USD	\$ 151.89
20332	AXON CORE PLAN T7 CQ WITH DOCK PAYMENT 9	AXON CORE PLAN T7 CQ WITH DOCK PAYMENT 9	USD	\$ 156.45
20333	AXON CORE PLAN T7 CQ WITH DOCK PAYMENT 10	AXON CORE PLAN T7 CQ WITH DOCK PAYMENT 10	USD	\$ 161.14
20334	AXON CORE PLAN T7 CQ WITH DOCK HEADER 10 YEAR BUNDLE HEADER	AXON CORE PLAN T7 CQ WITH DOCK HEADER 10 YEAR BUNDLE HEADER	USD	\$ -
20335	AXON CORE + PLAN WITH T7 CERT HEADER 10 YEAR BUNDLE HEADER	AXON CORE + PLAN WITH T7 CERT HEADER 10 YEAR BUNDLE HEADER	USD	\$ -
20338	AXON CORE PLAN T7 CQ WITH DOCK TRUE UP PAYMENT 2	AXON CORE PLAN T7 CQ WITH DOCK TRUE UP PAYMENT 2	USD	\$ 74.75
20339	AXON CORE + PLAN WITH T7 CERT TRUE UP PAYMENT 2	AXON CORE + PLAN WITH T7 CERT TRUE UP PAYMENT 2	USD	\$ 90.25
20340	AXON CORE + PLAN WITH T7 CERT TRUE UP 1	AXON CORE + PLAN WITH T7 CERT TRUE UP 1	USD	\$ 27.00
20341	AXON CORE + PLAN WITH T7 CERT TRUE UP 2	AXON CORE + PLAN WITH T7 CERT TRUE UP 2	USD	\$ 21.50
20342	AXON CORE + PLAN WITH T7 CERT TRUE UP 3	AXON CORE + PLAN WITH T7 CERT TRUE UP 3	USD	\$ 65.75
20343	AXON CORE + PLAN WITH T7 CERT TRUE UP 4	AXON CORE + PLAN WITH T7 CERT TRUE UP 4	USD	\$ 59.75
20344	AXON CORE + PLAN WITH T7 CERT TRUE UP 5	AXON CORE + PLAN WITH T7 CERT TRUE UP 5	USD	\$ 73.25
20345	AXON CORE + PLAN WITH T7 CERT TRUE UP 6	AXON CORE + PLAN WITH T7 CERT TRUE UP 6	USD	\$ 56.00
20346	AXON CORE + PLAN WITH T7 CERT TRUE UP 7	AXON CORE + PLAN WITH T7 CERT TRUE UP 7	USD	\$ 104.50
20347	AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 1	AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 1	USD	\$ 20.75
20348	AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 2	AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 2	USD	\$ 12.50
20349	AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 3	AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 3	USD	\$ 56.75
20350	COMMUNITY ENGAGEMENT TRAINING VR (1 - 20) LICENSE	COMMUNITY ENGAGEMENT TRAINING VR (1 - 20) LICENSE	USD	\$ -
20351	COMMUNITY ENGAGEMENT TRAINING VR (1 - 20) PAYMENT	COMMUNITY ENGAGEMENT TRAINING VR (1 - 20) PAYMENT	USD	\$ 55.00
20352	COMMUNITY ENGAGEMENT TRAINING VR (21 - 50) LICENSE	COMMUNITY ENGAGEMENT TRAINING VR (21 - 50) LICENSE	USD	\$ -
20353	COMMUNITY ENGAGEMENT TRAINING VR (21 - 50) PAYMENT	COMMUNITY ENGAGEMENT TRAINING VR (21 - 50) PAYMENT	USD	\$ 180.00
20354	COMMUNITY ENGAGEMENT TRAINING VR (51-100) LICENSE	COMMUNITY ENGAGEMENT TRAINING VR (51-100) LICENSE	USD	\$ -
20355	COMMUNITY ENGAGEMENT TRAINING VR (51-100) PAYMENT	COMMUNITY ENGAGEMENT TRAINING VR (51-100) PAYMENT	USD	\$ 380.00
20356	COMMUNITY ENGAGEMENT TRAINING VR (101-150) LICENSE	COMMUNITY ENGAGEMENT TRAINING VR (101-150) LICENSE	USD	\$ -
20357	COMMUNITY ENGAGEMENT TRAINING VR (101-150) PAYMENT	COMMUNITY ENGAGEMENT TRAINING VR (101-150) PAYMENT	USD	\$ 614.00
20358	COMMUNITY ENGAGEMENT TRAINING VR (151-250) LICENSE	COMMUNITY ENGAGEMENT TRAINING VR (151-250) LICENSE	USD	\$ -
20359	COMMUNITY ENGAGEMENT TRAINING VR (151-250) PAYMENT	COMMUNITY ENGAGEMENT TRAINING VR (151-250) PAYMENT	USD	\$ 980.00
20360	COMMUNITY ENGAGEMENT TRAINING VR (251-500) LICENSE	COMMUNITY ENGAGEMENT TRAINING VR (251-500) LICENSE	USD	\$ -
20361	COMMUNITY ENGAGEMENT TRAINING VR (251-500) PAYMENT	COMMUNITY ENGAGEMENT TRAINING VR (251-500) PAYMENT	USD	\$ 1,781.00
20362	COMMUNITY ENGAGEMENT TRAINING VR 501-1000 LICENSE	COMMUNITY ENGAGEMENT TRAINING VR 501-1000 LICENSE	USD	\$ -



Product Code	Product Name	Product Description	List Price Currency	List Price
20363	COMMUNITY ENGAGEMENT TRAINING VR 501-1000 PAYMENT	COMMUNITY ENGAGEMENT TRAINING VR 501-1000 PAYMENT	USD	\$ 3,380.00
20364	COMMUNITY ENGAGEMENT TRAINING VR 1001-1500 LICENSE	COMMUNITY ENGAGEMENT TRAINING VR 1001-1500 LICENSE	USD	\$ -
20365	COMMUNITY ENGAGEMENT TRAINING VR 1001-1500 PAYMENT	COMMUNITY ENGAGEMENT TRAINING VR 1001-1500 PAYMENT	USD	\$ 5,317.00
20366	COMMUNITY ENGAGEMENT TRAINING VR 1501-5000 LICENSE	COMMUNITY ENGAGEMENT TRAINING VR 1501-5000 LICENSE	USD	\$ -
20367	COMMUNITY ENGAGEMENT TRAINING VR 1501-5000 PAYMENT	COMMUNITY ENGAGEMENT TRAINING VR 1501-5000 PAYMENT	USD	\$ 13,200.00
20368	COMMUNITY ENGAGEMENT TRAINING VR (5,000+) LICENSE	COMMUNITY ENGAGEMENT TRAINING VR (5,000+) LICENSE	USD	\$ -
20369	COMMUNITY ENGAGEMENT TRAINING VR (5,000+) PAYMENT	COMMUNITY ENGAGEMENT TRAINING VR (5,000+) PAYMENT	USD	\$ -
20379	VR 1-DAY SERVICE	VR 1-DAY SERVICE	USD	\$ 2,000.00
20380	FULL VR TRAINING ENTERPRISE (1 - 20) LICENSE	FULL VR TRAINING ENTERPRISE (1 - 20) LICENSE	USD	\$ -
20381	FULL VR TRAINING ENTERPRISE (1 - 20) PAYMENT	FULL VR TRAINING ENTERPRISE (1 - 20) PAYMENT	USD	\$ 165.00
20382	FULL VR TRAINING ENTERPRISE (21 - 50) LICENSE	FULL VR TRAINING ENTERPRISE (21 - 50) LICENSE	USD	\$ -
20383	FULL VR TRAINING ENTERPRISE (21 - 50) PAYMENT	FULL VR TRAINING ENTERPRISE (21 - 50) PAYMENT	USD	\$ 540.00
20384	FULL VR TRAINING ENTERPRISE (51 - 100) LICENSE	FULL VR TRAINING ENTERPRISE (51 - 100) LICENSE	USD	\$ -
20385	FULL VR TRAINING ENTERPRISE (51 - 100) PAYMENT	FULL VR TRAINING ENTERPRISE (51 - 100) PAYMENT	USD	\$ 1,140.00
20386	FULL VR TRAINING ENTERPRISE (101 - 150) LICENSE	FULL VR TRAINING ENTERPRISE (101 - 150) LICENSE	USD	\$ -
20387	FULL VR TRAINING ENTERPRISE (101 - 150) PAYMENT	FULL VR TRAINING ENTERPRISE (101 - 150) PAYMENT	USD	\$ 1,843.00
20388	FULL VR TRAINING ENTERPRISE (151 - 250) LICENSE	FULL VR TRAINING ENTERPRISE (151 - 250) LICENSE	USD	\$ -
20389	FULL VR TRAINING ENTERPRISE (151 - 250) PAYMENT	FULL VR TRAINING ENTERPRISE (151 - 250) PAYMENT	USD	\$ 2,940.00
20390	FULL VR TRAINING ENTERPRISE (251 - 500) LICENSE	FULL VR TRAINING ENTERPRISE (251 - 500) LICENSE	USD	\$ -
20391	FULL VR TRAINING ENTERPRISE (251 - 500) PAYMENT	FULL VR TRAINING ENTERPRISE (251 - 500) PAYMENT	USD	\$ 5,344.00
20392	FULL VR TRAINING ENTERPRISE (501 - 1,000) LICENSE	FULL VR TRAINING ENTERPRISE (501 - 1,000) LICENSE	USD	\$ -
20393	FULL VR TRAINING ENTERPRISE (501 - 1,000) PAYMENT	FULL VR TRAINING ENTERPRISE (501 - 1,000) PAYMENT	USD	\$ 10,139.00
20394	FULL VR TRAINING ENTERPRISE 1,001 - 1,500 LICENSE	FULL VR TRAINING ENTERPRISE 1,001 - 1,500 LICENSE	USD	\$ -
20395	FULL VR TRAINING ENTERPRISE 1,001 - 1,500 PAYMENT	FULL VR TRAINING ENTERPRISE 1,001 - 1,500 PAYMENT	USD	\$ 15,950.00
20396	FULL VR TRAINING ENTERPRISE 1,501 - 5,000 LICENSE	FULL VR TRAINING ENTERPRISE 1,501 - 5,000 LICENSE	USD	\$ -
20397	FULL VR TRAINING ENTERPRISE 1,501 - 5,000 PAYMENT	FULL VR TRAINING ENTERPRISE 1,501 - 5,000 PAYMENT	USD	\$ 39,600.00
20398	FULL VR TRAINING ENTERPRISE (5,000+) LICENSE	FULL VR TRAINING ENTERPRISE (5,000+) LICENSE	USD	\$ -
20399	FULL VR TRAINING ENTERPRISE (5,000+) PAYMENT	FULL VR TRAINING ENTERPRISE (5,000+) PAYMENT	USD	\$ 50,000.00
20400	2020 - UNLIMITED 7 PAYMENT YEARS 1-5	2020 - UNLIMITED 7 PAYMENT YEARS 1-5	USD	\$ 99.00
20401	2020 - UNLIMITED 7 PAYMENT YEAR 6	2020 - UNLIMITED 7 PAYMENT YEAR 6	USD	\$ 99.00
20402	2020 - UNLIMITED 7 PAYMENT YEAR 7	2020 - UNLIMITED 7 PAYMENT YEAR 7	USD	\$ 104.00
20403	2020 - UNLIMITED 7 PAYMENT YEAR 8	2020 - UNLIMITED 7 PAYMENT YEAR 8	USD	\$ 109.00
20404	2020 - UNLIMITED 7 PAYMENT YEAR 9	2020 - UNLIMITED 7 PAYMENT YEAR 9	USD	\$ 114.00
20405	2020 - UNLIMITED 7 PAYMENT YEAR 10	2020 - UNLIMITED 7 PAYMENT YEAR 10	USD	\$ 120.00
20406	2020 - UNLIMITED 7 TRUE-UP 1	2020 - UNLIMITED 7 TRUE-UP 1	USD	\$ 18.75
20407	2020 - UNLIMITED 7 TRUE-UP 2	2020 - UNLIMITED 7 TRUE-UP 2	USD	\$ 18.75
20408	2020 - UNLIMITED 7 TRUE-UP 3	2020 - UNLIMITED 7 TRUE-UP 3	USD	\$ 19.90
20409	2020 - UNLIMITED 7 TRUE-UP 4	2020 - UNLIMITED 7 TRUE-UP 4	USD	\$ 21.10
20410	2020 - UNLIMITED 7 + PAYMENT YEARS 1-5	2020 - UNLIMITED 7 + PAYMENT YEARS 1-5	USD	\$ 169.00
20411	2020 - UNLIMITED 7 + PAYMENT YEAR 6	2020 - UNLIMITED 7 + PAYMENT YEAR 6	USD	\$ 171.00
20412	2020 - UNLIMITED 7 + PAYMENT YEAR 7	2020 - UNLIMITED 7 + PAYMENT YEAR 7	USD	\$ 178.00
20413	2020 - UNLIMITED 7 + PAYMENT YEAR 8	2020 - UNLIMITED 7 + PAYMENT YEAR 8	USD	\$ 186.00
20414	2020 - UNLIMITED 7 + PAYMENT YEAR 9	2020 - UNLIMITED 7 + PAYMENT YEAR 9	USD	\$ 193.00
20415	2020 - UNLIMITED 7 + PAYMENT YEAR 10	2020 - UNLIMITED 7 + PAYMENT YEAR 10	USD	\$ 201.00
20416	2020 - UNLIMITED 7 + TRUE-UP 1	2020 - UNLIMITED 7 + TRUE-UP 1	USD	\$ 18.75
20417	2020 - UNLIMITED 7 + TRUE-UP 2	2020 - UNLIMITED 7 + TRUE-UP 2	USD	\$ 18.75
20418	2020 - UNLIMITED 7 + TRUE-UP 3	2020 - UNLIMITED 7 + TRUE-UP 3	USD	\$ 19.90
20419	2020 - UNLIMITED 7 + TRUE-UP 4	2020 - UNLIMITED 7 + TRUE-UP 4	USD	\$ 21.10
20420	UNLIMITED + BUNDLE HEADER	UNLIMITED + BUNDLE HEADER	USD	\$ -
20421	UNLIMITED 7 BUNDLE HEADER	UNLIMITED 7 BUNDLE HEADER	USD	\$ -
20422	UNLIMITED + BUNDLE HEADER 10 YEAR	UNLIMITED + BUNDLE HEADER 10 YEAR	USD	\$ -
20423	UNLIMITED 7 BUNDLE HEADER 10 YEAR	UNLIMITED 7 BUNDLE HEADER 10 YEAR	USD	\$ -
20433	2020 - UNLIMITED 7 + TRUE UP PAYMENT 1	2020 - UNLIMITED 7 + TRUE UP PAYMENT 1	USD	\$ 15.50
20434	2020 - UNLIMITED 7 + TRUE UP PAYMENT 2	2020 - UNLIMITED 7 + TRUE UP PAYMENT 2	USD	\$ 34.75
20435	2020 - UNLIMITED 7 TRUE UP PAYMENT 1	2020 - UNLIMITED 7 TRUE UP PAYMENT 1	USD	\$ 13.75
20436	2020 - UNLIMITED 7 TRUE UP PAYMENT 2	2020 - UNLIMITED 7 TRUE UP PAYMENT 2	USD	\$ 33.00
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	TASER 7 CERTIFICATION BUNDLE PAYMENT	USD	\$ 57.50
20438	TASER CERTIFICATION PROGRAM YEAR 6-10 PAYMENT	TASER CERTIFICATION PROGRAM YEAR 6-10 PAYMENT	USD	\$ 65.00
20439	UNLIMITED 7 PAYMENT YEARS 1-5	UNLIMITED 7 PAYMENT YEARS 1-5	USD	\$ 101.50
20440	UNLIMITED 7 PAYMENT YEAR 6	UNLIMITED 7 PAYMENT YEAR 6	USD	\$ 169.00
20441	UNLIMITED 7 PAYMENT YEAR 7	UNLIMITED 7 PAYMENT YEAR 7	USD	\$ 174.07
20442	UNLIMITED 7 PAYMENT YEAR 8	UNLIMITED 7 PAYMENT YEAR 8	USD	\$ 179.29
20443	UNLIMITED 7 PAYMENT YEAR 9	UNLIMITED 7 PAYMENT YEAR 9	USD	\$ 184.67
20444	UNLIMITED 7 PAYMENT YEAR 10	UNLIMITED 7 PAYMENT YEAR 10	USD	\$ 190.21
20445	UNLIMITED + PAYMENT YEARS 1-5	UNLIMITED + PAYMENT YEARS 1-5	USD	\$ 169.00
20446	UNLIMITED + PAYMENT YEAR 6	UNLIMITED + PAYMENT YEAR 6	USD	\$ 174.07



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20447	UNLIMITED + PAYMENT YEAR 7	UNLIMITED + PAYMENT YEAR 7	USD	\$ 179.29
20448	PRO + LICENSE PAYMENT	PRO + LICENSE PAYMENT	USD	\$ 79.00
20449	PRO + BUNDLE HEADER	PRO + BUNDLE HEADER	USD	\$ -
20459	UNLIMITED + PAYMENT YEAR 8	UNLIMITED + PAYMENT YEAR 8	USD	\$ 184.67
20460	UNLIMITED + PAYMENT YEAR 9	UNLIMITED + PAYMENT YEAR 9	USD	\$ 190.21
20461	UNLIMITED + PAYMENT YEAR 10	UNLIMITED + PAYMENT YEAR 10	USD	\$ 195.92
20462	TASER 7 CERT W VIRTUAL REALITY TRAING YR 6-10 PMNT	TASER 7 CERT W VIRTUAL REALITY TRAING YR 6-10 PMNT	USD	\$ 75.00
20463	TASER 7 CERT W VIRTUAL REALITY TRAING TRUE UP 1	TASER 7 CERT W VIRTUAL REALITY TRAING TRUE UP 1	USD	\$ 20.50
20464	TASER 7 CERT W VIRTUAL REALITY TRAING TRUE UP 2	TASER 7 CERT W VIRTUAL REALITY TRAING TRUE UP 2	USD	\$ 66.80
20465	TASER 7 CERTIFICATION PLAN ADD-ON PAYMENT	TASER 7 CERTIFICATION PLAN ADD-ON PAYMENT	USD	\$ 17.50
20466	TASER CERTIFICATION 10 YEAR TRUE UP 1	TASER CERTIFICATION 10 YEAR TRUE UP 1	USD	\$ 17.25
20467	TASER CERTIFICATION 10 YEAR TRUE UP 2	TASER CERTIFICATION 10 YEAR TRUE UP 2	USD	\$ 55.84
20470	UNLIMITED + TRUE UP 1	UNLIMITED + TRUE UP 1	USD	\$ 17.50
20471	UNLIMITED + TRUE UP 2	UNLIMITED + TRUE UP 2	USD	\$ 38.84
20472	UNLIMITED + 10Y TRUE UP 1	UNLIMITED + 10Y TRUE UP 1	USD	\$ 11.50
20473	UNLIMITED + 10Y TRUE UP 2	UNLIMITED + 10Y TRUE UP 2	USD	\$ 14.00
20474	UNLIMITED + 10Y TRUE UP 3	UNLIMITED + 10Y TRUE UP 3	USD	\$ 20.80
20475	UNLIMITED + 10Y TRUE UP 4	UNLIMITED + 10Y TRUE UP 4	USD	\$ 14.57
20476	UNLIMITED + 10Y TRUE UP 5	UNLIMITED + 10Y TRUE UP 5	USD	\$ 28.13
20477	UNLIMITED + 10Y TRUE UP 6	UNLIMITED + 10Y TRUE UP 6	USD	\$ 11.55
20478	UNLIMITED + 10Y TRUE UP 7	UNLIMITED + 10Y TRUE UP 7	USD	\$ 58.78
20479	UNLIMITED 7 TRUE UP 1	UNLIMITED 7 TRUE UP 1	USD	\$ 15.75
20480	UNLIMITED 7 TRUE UP 2	UNLIMITED 7 TRUE UP 2	USD	\$ 37.77
20481	UNLIMITED 7 10Y TRUE UP 1	UNLIMITED 7 10Y TRUE UP 1	USD	\$ 9.25
20482	UNLIMITED 7 10Y TRUE UP 2	UNLIMITED 7 10Y TRUE UP 2	USD	\$ 10.00
20483	UNLIMITED 7 10Y TRUE UP 3	UNLIMITED 7 10Y TRUE UP 3	USD	\$ 15.00
20484	UNLIMITED 7 10Y TRUE UP 4	UNLIMITED 7 10Y TRUE UP 4	USD	\$ 8.50
20485	UNLIMITED 7 10Y TRUE UP 5	UNLIMITED 7 10Y TRUE UP 5	USD	\$ 20.50
20486	UNLIMITED 7 10Y TRUE UP 6	UNLIMITED 7 10Y TRUE UP 6	USD	\$ 3.75
20487	UNLIMITED 7 10Y TRUE UP 7	UNLIMITED 7 10Y TRUE UP 7	USD	\$ 48.64
20488	AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 4	AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 4	USD	\$ 50.50
20489	AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 5	AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 5	USD	\$ 63.50
20490	AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 6	AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 6	USD	\$ 46.25
20491	AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 7	AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 7	USD	\$ 93.84
20500	OSP7 FOR CORRECTIONS BUNDLE PAYMENT Y6	OSP7 FOR CORRECTIONS BUNDLE PAYMENT Y6	USD	\$ 143.17
20501	OSP7 FOR CORRECTIONS BUNDLE PAYMENT Y7	OSP7 FOR CORRECTIONS BUNDLE PAYMENT Y7	USD	\$ 147.47
20502	OSP7 FOR CORRECTIONS BUNDLE PAYMENT Y8	OSP7 FOR CORRECTIONS BUNDLE PAYMENT Y8	USD	\$ 151.89
20503	OSP7 FOR CORRECTIONS BUNDLE PAYMENT Y9	OSP7 FOR CORRECTIONS BUNDLE PAYMENT Y9	USD	\$ 156.45
20504	OSP7 FOR CORRECTIONS BUNDLE PAYMENT Y10	OSP7 FOR CORRECTIONS BUNDLE PAYMENT Y10	USD	\$ 161.14
20505	OSP7 FOR CORRECTIONS BUNDLE TRUE UP 1	OSP7 FOR CORRECTIONS BUNDLE TRUE UP 1	USD	\$ 22.25
20506	OSP7 FOR CORRECTIONS BUNDLE TRUE UP 2	OSP7 FOR CORRECTIONS BUNDLE TRUE UP 2	USD	\$ 16.25
20507	OSP7 FOR CORRECTIONS BUNDLE TRUE UP 3	OSP7 FOR CORRECTIONS BUNDLE TRUE UP 3	USD	\$ 58.75
20508	OSP7 FOR CORRECTIONS BUNDLE TRUE UP 4	OSP7 FOR CORRECTIONS BUNDLE TRUE UP 4	USD	\$ 52.75
20509	OSP7 FOR CORRECTIONS BUNDLE TRUE UP 5	OSP7 FOR CORRECTIONS BUNDLE TRUE UP 5	USD	\$ 65.75
20510	OSP7 FOR CORRECTIONS BUNDLE TRUE UP 6	OSP7 FOR CORRECTIONS BUNDLE TRUE UP 6	USD	\$ 48.75
20511	OSP7 FOR CORRECTIONS BUNDLE TRUE UP 7	OSP7 FOR CORRECTIONS BUNDLE TRUE UP 7	USD	\$ 95.36
20520	OSP7 FOR CORRECTIONS (POST) BUNDLE PAYMENT Y6	OSP7 FOR CORRECTIONS (POST) BUNDLE PAYMENT Y6	USD	\$ 367.71
20521	OSP7 FOR CORRECTIONS (POST) BUNDLE PAYMENT Y7	OSP7 FOR CORRECTIONS (POST) BUNDLE PAYMENT Y7	USD	\$ 378.74
20522	OSP7 FOR CORRECTIONS (POST) BUNDLE PAYMENT Y8	OSP7 FOR CORRECTIONS (POST) BUNDLE PAYMENT Y8	USD	\$ 390.10
20523	OSP7 FOR CORRECTIONS (POST) BUNDLE PAYMENT Y9	OSP7 FOR CORRECTIONS (POST) BUNDLE PAYMENT Y9	USD	\$ 401.81
20524	OSP7 FOR CORRECTIONS (POST) BUNDLE PAYMENT Y10	OSP7 FOR CORRECTIONS (POST) BUNDLE PAYMENT Y10	USD	\$ 413.86
20525	OSP7 FOR CORRECTIONS (POST) BUNDLE TRUE UP 1	OSP7 FOR CORRECTIONS (POST) BUNDLE TRUE UP 1	USD	\$ 65.50
20526	OSP7 FOR CORRECTIONS (POST) BUNDLE TRUE UP 2	OSP7 FOR CORRECTIONS (POST) BUNDLE TRUE UP 2	USD	\$ 60.50
20527	OSP7 FOR CORRECTIONS (POST) BUNDLE TRUE UP 3	OSP7 FOR CORRECTIONS (POST) BUNDLE TRUE UP 3	USD	\$ 163.50
20528	OSP7 FOR CORRECTIONS (POST) BUNDLE TRUE UP 4	OSP7 FOR CORRECTIONS (POST) BUNDLE TRUE UP 4	USD	\$ 150.75
20529	OSP7 FOR CORRECTIONS (POST) BUNDLE TRUE UP 5	OSP7 FOR CORRECTIONS (POST) BUNDLE TRUE UP 5	USD	\$ 180.25
20530	OSP7 FOR CORRECTIONS (POST) BUNDLE TRUE UP 6	OSP7 FOR CORRECTIONS (POST) BUNDLE TRUE UP 6	USD	\$ 143.75
20531	OSP7 FOR CORRECTIONS (POST) BUNDLE TRUE UP 7	OSP7 FOR CORRECTIONS (POST) BUNDLE TRUE UP 7	USD	\$ 247.00
20532	OSP7 FOR CORRECTIONS 10Y PAYMENT Y1-5	OSP7 FOR CORRECTIONS 10Y PAYMENT Y1-5	USD	\$ 139.00
20533	OSP7 FOR CORRECTIONS (POST) 10Y PAYMENT Y1-5	OSP7 FOR CORRECTIONS (POST) 10Y PAYMENT Y1-5	USD	\$ 357.00
20554	UNLIMITED DUTY CARTRIDGES FOR X2	UNLIMITED DUTY CARTRIDGES FOR X2	USD	\$ -
20555	UNLIMITED DUTY CARTRIDGES FOR X26	UNLIMITED DUTY CARTRIDGES FOR X26	USD	\$ -
20560	UNLIMITED + PREMIUM BUNDLE	UNLIMITED + PREMIUM BUNDLE	USD	\$ -
20561	UNLIMITED + PREMIUM PAYMENT	UNLIMITED + PREMIUM PAYMENT	USD	\$ 199.00
20562	UNLIMITED + PREMIUM 10 YEAR BUNDLE	UNLIMITED + PREMIUM 10 YEAR BUNDLE	USD	\$ -
20563	UNLIMITED + PREMIUM PAYMENT Y6	UNLIMITED + PREMIUM PAYMENT Y6	USD	\$ 204.97
20564	UNLIMITED + PREMIUM PAYMENT Y7	UNLIMITED + PREMIUM PAYMENT Y7	USD	\$ 211.12
20565	UNLIMITED + PREMIUM PAYMENT Y8	UNLIMITED + PREMIUM PAYMENT Y8	USD	\$ 217.45
20566	UNLIMITED + PREMIUM PAYMENT Y9	UNLIMITED + PREMIUM PAYMENT Y9	USD	\$ 223.98
20567	UNLIMITED + PREMIUM PAYMENT Y10	UNLIMITED + PREMIUM PAYMENT Y10	USD	\$ 230.70
20568	UNLIMITED + PREMIUM TRUE UP 1	UNLIMITED + PREMIUM TRUE UP 1	USD	\$ 19.00
20569	UNLIMITED + PREMIUM TRUE UP 2	UNLIMITED + PREMIUM TRUE UP 2	USD	\$ 41.95



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20570	UNLIMITED + PREMIUM TRUE UP 3	UNLIMITED + PREMIUM TRUE UP 3	USD	\$ 12.50
20571	UNLIMITED + PREMIUM TRUE UP 4	UNLIMITED + PREMIUM TRUE UP 4	USD	\$ 15.75
20572	UNLIMITED + PREMIUM TRUE UP 5	UNLIMITED + PREMIUM TRUE UP 5	USD	\$ 20.80
20573	UNLIMITED + PREMIUM TRUE UP 6	UNLIMITED + PREMIUM TRUE UP 6	USD	\$ 16.90
20574	UNLIMITED + PREMIUM TRUE UP 7	UNLIMITED + PREMIUM TRUE UP 7	USD	\$ 31.80
20575	UNLIMITED + PREMIUM TRUE UP 8	UNLIMITED + PREMIUM TRUE UP 8	USD	\$ 14.15
20576	UNLIMITED + PREMIUM TRUE UP 9	UNLIMITED + PREMIUM TRUE UP 9	USD	\$ 65.32
26767	WARRANTY, 3 YEAR, TCHD	WARRANTY, 3 YEAR, TCHD	USD	\$ 122.85
33506	3 YEAR EXTENDED WARRANTY BODY 2	3 YEAR EXTENDED WARRANTY BODY 2	USD	\$ 312.75
33510	WARRANTY, 1 YEAR EXTENDED, FLEX 2 CAMERA	WARRANTY, 1 YEAR EXTENDED, FLEX 2 CAMERA	USD	\$ 156.50
33511	WARRANTY, 1 YEAR EXTENDED, DOCK FLEX 2, SINGLE BAY AND CORE	WARRANTY, 1 YEAR EXTENDED, DOCK FLEX 2, SINGLE BAY AND CORE	USD	\$ 69.00
33512	WARRANTY, 1 YEAR EXTENDED, DOCK FLEX 2, 6 BAY AND CORE	WARRANTY, 1 YEAR EXTENDED, DOCK FLEX 2, 6 BAY AND CORE	USD	\$ 264.00
33513	WARRANTY, 1 YEAR EXTENDED, BODY 2	WARRANTY, 1 YEAR EXTENDED, BODY 2	USD	\$ 104.50
33514	WARRANTY, 1 YEAR EXTENDED, DOCK 2 SINGLE BAY AND CORE	WARRANTY, 1 YEAR EXTENDED, DOCK 2 SINGLE BAY AND CORE	USD	\$ 68.00
33515	WARRANTY, 1 YEAR EXTENDED, DOCK 2 SIX BAY AND CORE	WARRANTY, 1 YEAR EXTENDED, DOCK 2 SIX BAY AND CORE	USD	\$ 262.00
33518	3 YEAR EXTENDED WARRANTY DOCK 2 SIX BAY + CORE	3 YEAR EXTENDED WARRANTY DOCK 2 SIX BAY + CORE	USD	\$ 784.50
33519	3 YEAR EXTENDED WARRANTY DOCK 2 SINGLE BAY + CORE	3 YEAR EXTENDED WARRANTY DOCK 2 SINGLE BAY + CORE	USD	\$ 203.63
33520	CEW RMA REPAIR	CEW RMA REPAIR	USD	\$ 70.00
33521	3 YEAR EXTENDED WARRANTY DOCK FLEX 2, 6 BAY + CORE	3 YEAR EXTENDED WARRANTY DOCK FLEX 2, 6 BAY + CORE	USD	\$ 792.00
33522	3 YEAR EXTENDED WARRANTY DOCK FLEX 2, SINGLE BAY + CORE	3 YEAR EXTENDED WARRANTY DOCK FLEX 2, SINGLE BAY + CORE	USD	\$ 207.00
33523	3 YEAR EXTENDED WARRANTY FLEX 2 CAMERA	3 YEAR EXTENDED WARRANTY FLEX 2 CAMERA	USD	\$ 469.50
33524	4 YEAR EXTENDED WARRANTY DOCK FLEX 2, 6 BAY + CORE	4 YEAR EXTENDED WARRANTY DOCK FLEX 2, 6 BAY + CORE	USD	\$ 1,056.00
33525	4 YEAR EXTENDED WARRANTY DOCK FLEX 2, SINGLE BAY + CORE	4 YEAR EXTENDED WARRANTY DOCK FLEX 2, SINGLE BAY + CORE	USD	\$ 276.00
44415	APPAREL, SIM SUIT, HELMET, BLACK	APPAREL, SIM SUIT, HELMET, BLACK	USD	\$ 120.18
44416	APPAREL, SIM SUIT, GLOVES, SET, BLACK	APPAREL, SIM SUIT, GLOVES, SET, BLACK	USD	\$ 67.93
44550	SUIT, ENHANCED SIM, MODEL II	SUIT, ENHANCED SIM, MODEL II	USD	\$ 765.99
44727	CERTIFICATION OPERATION REPAIR AND ENHANCEMENT (CORE) PLAN	CERTIFICATION OPERATION REPAIR AND ENHANCEMENT (CORE) PLAN	USD	\$ 62.50
44729	BASIC INSTRUCTOR SCHOOL	BASIC INSTRUCTOR SCHOOL	USD	\$ 375.00
50030	INTERVIEW MOBILE KIT - PSO REMOTE INSTALLATION	INTERVIEW MOBILE KIT - PSO REMOTE INSTALLATION	USD	\$ 500.00
50034	INTERVIEW PORTABLE KIT - EXTENDED WARRANTY YEAR 4 AND 5	INTERVIEW PORTABLE KIT - EXTENDED WARRANTY YEAR 4 AND 5	USD	\$ 453.00
50037	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) LICENSE ACCESS	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) LICENSE ACCESS	USD	\$ -
50038	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) LICENSE PAYMENT	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) LICENSE PAYMENT	USD	\$ 1,500.00
50039	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) MAINTENANCE	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) MAINTENANCE	USD	\$ -
50040	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) MAINT PAYMENT	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) MAINT PAYMENT	USD	\$ 25.00
50041	AXON STREAMING SERVER LICENSE ACCESS (PER SERVER)	AXON STREAMING SERVER LICENSE ACCESS (PER SERVER)	USD	\$ -
50042	AXON STREAMING SERVER LICENSE ACCESS PAYMENT	AXON STREAMING SERVER LICENSE ACCESS PAYMENT	USD	\$ 1,750.00
50043	AXON STREAMING SERVER MAINTENANCE (PER SERVER)	AXON STREAMING SERVER MAINTENANCE (PER SERVER)	USD	\$ -
50044	AXON STREAMING SERVER MAINTENANCE PAYMENT	AXON STREAMING SERVER MAINTENANCE PAYMENT	USD	\$ 29.17
50045	INTERVIEW ROOM UNLIMITED EVIDENCE.COM STORAGE ACCESS	INTERVIEW ROOM UNLIMITED EVIDENCE.COM STORAGE ACCESS	USD	\$ -
50046	INTERVIEW ROOM UNLIMITED EVIDENCE.COM STORAGE PAYMENT	INTERVIEW ROOM UNLIMITED EVIDENCE.COM STORAGE PAYMENT	USD	\$ 99.00
50050	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 1 PAYMENT	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 1 PAYMENT	USD	\$ 828.00
50051	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 2 PAYMENT	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 2 PAYMENT	USD	\$ 828.00
50052	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 3 PAYMENT	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 3 PAYMENT	USD	\$ 828.00
50053	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 4 PAYMENT	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 4 PAYMENT	USD	\$ 828.00
50054	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 5 PAYMENT	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 5 PAYMENT	USD	\$ 828.00
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT	USD	\$ 1,188.00
50056	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT	USD	\$ 1,188.00



Product Code	Product Name	Product Description	List Price Currency	List Price
50057	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT	USD	\$ 1,188.00
50058	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT	USD	\$ 1,188.00
50059	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT	USD	\$ 1,188.00
50070	AXON CLIENT SOFTWARE (EACH CLIENT AND TOUCH PANEL)	AXON CLIENT SOFTWARE (EACH CLIENT AND TOUCH PANEL)	USD	\$ 1,500.00
50071	AXON STREAMING SERVER LICENSE (PER SERVER)	AXON STREAMING SERVER LICENSE (PER SERVER)	USD	\$ 1,750.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	USD	\$ 350.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT	USD	\$ 300.00
50083	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE 5 YEAR UPFRONT	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE 5 YEAR UPFRONT	USD	\$ 4,140.00
50084	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE 5 YEAR UPFRONT	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE 5 YEAR UPFRONT	USD	\$ 5,940.00
50085	AXON STREAMING SERVER SOFTWARE MAINTENANCE 5 YEAR UPFRONT	AXON STREAMING SERVER SOFTWARE MAINTENANCE 5 YEAR UPFRONT	USD	\$ 1,750.00
50086	AXON CLIENT SOFTWARE MAINTENANCE 5 YEAR UPFRONT	AXON CLIENT SOFTWARE MAINTENANCE 5 YEAR UPFRONT	USD	\$ 1,500.00
50091	AXON COMMANDER, PRO LICENSE, PERPETUAL	AXON COMMANDER, PRO LICENSE, PERPETUAL	USD	\$ 1,100.00
50092	AXON COMMANDER PRO SUPPORT AND MAINTENANCE	AXON COMMANDER PRO SUPPORT AND MAINTENANCE	USD	\$ 275.00
50113	COVERT CAMERA, MAIN UNIT	COVERT CAMERA, MAIN UNIT	USD	\$ 594.75
50114	COVERT CAMERA, SENSOR UNIT	COVERT CAMERA, SENSOR UNIT	USD	\$ 370.00
50116	AXIS T8311 PTZ JOYSTICK	AXIS T8311 PTZ JOYSTICK	USD	\$ 515.00
50118	LOUROE MICROPHONE	LOUROE MICROPHONE	USD	\$ 196.50
50123	8 PORT POE SWITCH	8 PORT POE SWITCH	USD	\$ 760.00
50124	24-PORT POE SWITCH	24-PORT POE SWITCH	USD	\$ 1,304.35
50125	CISCO SWITCH - 24-PORT POE IP BASED (ENTERPRISE CLASS)	CISCO SWITCH - 24-PORT POE IP BASED (ENTERPRISE CLASS)	USD	\$ 5,900.00
50127	TOUCH PANEL	TOUCH PANEL	USD	\$ 2,600.00
50146	OUTSOURCE PLUS ENHANCED POE+ INJECTOR	OUTSOURCE PLUS ENHANCED POE+ INJECTOR	USD	\$ 100.00
50147	AXIS CAMERA, Q3505-V NETWORK CAMERA	AXIS CAMERA, Q3505-V NETWORK CAMERA	USD	\$ 1,275.00
50149	CAM CONNECTION #OM-E-1C	CAM CONNECTION #OM-E-1C	USD	\$ 250.00
50196	AXON WORKSTATION	AXON WORKSTATION	USD	\$ 1,655.00
50197	COMMANDER TERM LICENSE - PRO	COMMANDER TERM LICENSE - PRO	USD	\$ 480.00
50200	AXON SUPPORT ENGINEER, RESIDENT	AXON SUPPORT ENGINEER, RESIDENT	USD	\$ 180,000.00
50201	AXON SUPPORT ENGINEER, REGIONAL	AXON SUPPORT ENGINEER, REGIONAL	USD	\$ 60,000.00
50203	FIELD ENGINEERING SERVICES (PER DAY), MATERIALS	FIELD ENGINEERING SERVICES (PER DAY), MATERIALS	USD	\$ 1,000.00
50210	AXON COMMANDER, CAMERA LICENSE, PERPETUAL	AXON COMMANDER, CAMERA LICENSE, PERPETUAL	USD	\$ 360.00
50211	AXON COMMANDER, CAMERA LICENSE SMA, PERPETUAL	AXON COMMANDER, CAMERA LICENSE SMA, PERPETUAL	USD	\$ 90.00
50212	AXON COMMANDER, CAMERA LICENSE, TERM	AXON COMMANDER, CAMERA LICENSE, TERM	USD	\$ 120.00
50213	AXON COMMANDER, PROFESSIONAL LICENSE, TERM	AXON COMMANDER, PROFESSIONAL LICENSE, TERM	USD	\$ 180.00
50215	CAMERA, NETWORK, AXIS P3915-R	CAMERA, NETWORK, AXIS P3915-R	USD	\$ 780.00
50216	AXIS C8033 Network Audio Bridge - Audio Extender	AXIS C8033 Network Audio Bridge - Audio Extender	USD	\$ 260.00
50218	AXIS F41 COVERT MAIN UNIT - NON SER	AXIS F41 COVERT MAIN UNIT - NON SER	USD	\$ 595.00
50220	HP SWITCH - 8PORT GIGABIT MAX POE MANAGED SWITCH - NON SER	HP SWITCH - 8PORT GIGABIT MAX POE MANAGED SWITCH - NON SER	USD	\$ 760.00
50221	HP SWITCH - 24PORT GIGABIT POE MANAGED SWITCH - NON SER	HP SWITCH - 24PORT GIGABIT POE MANAGED SWITCH - NON SER	USD	\$ 1,305.00
50222	CISCO SWITCH - 24-PORT POE IP BASED (ENTERPRISE CLASS) - NON	CISCO SWITCH - 24-PORT POE IP BASED (ENTERPRISE CLASS) - NON	USD	\$ 5,900.00
50249	Commander SSL Certificate - 1 Year	Commander SSL Certificate - 1 Year	USD	\$ 15.00
50250	Commander SSL Certificate - 2 Year	COMMANDER SSL CERTIFICATE - 2 YEAR	USD	\$ 30.00
50251	AXIS F0125 SENSOR UNIT, 12 METER CABLE	AXIS F0125 SENSOR UNIT, 12 METER CABLE	USD	\$ 325.00
50253	AXIS P3915-R Mk II OVERT CAMERA	AXIS P3915-R Mk II OVERT CAMERA	USD	\$ 724.00
50254	AXIS F1005-E SENSOR UNIT, 12 METER CABLE	AXIS F1005-E SENSOR UNIT, 12 METER CABLE	USD	\$ 325.00
50256	AXIS Q8414-LVS SILVER OVERT CAMERA	AXIS Q8414-LVS SILVER OVERT CAMERA	USD	\$ 1,570.00
50257	AXIS Q8414-LVS WHITE OVERT CAMERA	AXIS Q8414-LVS WHITE OVERT CAMERA	USD	\$ 1,570.00
50258	AXIS T98A15-VE SURVEILLANCE CABINET	AXIS T98A15-VE SURVEILLANCE CABINET	USD	\$ 325.00
50259	TOUCH PANEL MOUNT EVO-XZ4-M100	TOUCH PANEL MOUNT EVO-XZ4-M100	USD	\$ 50.00
50260	AUDIO EXTENSION CABLE, 3.5mm M/F STEREO, 50 FT	AUDIO EXTENSION CABLE, 3.5mm M/F STEREO, 50 FT	USD	\$ 10.00
50265	PANEL MOUNT LED, 24VDC - RED	PANEL MOUNT LED, 24VDC - RED	USD	\$ 30.00
50266	COMMANDER SOFTWARE, INSTALLATION AND TRAINING	COMMANDER SOFTWARE, INSTALLATION AND TRAINING	USD	\$ 2,000.00
50267	AXIS A9188 Network I/O Relay Module	AXIS A9188 Network I/O Relay Module	USD	\$ 500.00
50268	TOUCH PANEL	TOUCH PANEL	USD	\$ 1,600.00
50280	AXON INTERVIEW- MOBILE KIT	AXON INTERVIEW- MOBILE KIT	USD	\$ 12,000.00
50281	AXIS CAMERA, AXIS Q3515-LV NETWORK CAMERA	AXIS CAMERA, AXIS Q3515-LV NETWORK CAMERA	USD	\$ 985.00
50288	OVERT CAMERA, FIXED	OVERT CAMERA, FIXED	USD	\$ 775.00
50289	CISCO SMALL BUSINESS SG550X-24P	CISCO SMALL BUSINESS SG550X-24P	USD	\$ 2,600.00



Product Code	Product Name	Product Description	List Price Currency	List Price
50290	AXON COMMANDER TASER 7 PERPETUAL LICENSE	AXON COMMANDER TASER 7 PERPETUAL LICENSE	USD	\$ 360.00
50293	OVERT CAMERA, PAN / TILT	OVERT CAMERA, PAN / TILT	USD	\$ 1,075.00
50294	LITE SERVER	LITE SERVER	USD	\$ 1,950.00
50295	AXON INTERVIEW PRO SERVER	AXON INTERVIEW PRO SERVER	USD	\$ 4,455.00
50298	AXIS P3245-LV NETWORK CAMERA	AXIS P3245-LV NETWORK CAMERA	USD	\$ 796.00
50300	RESPOND CAD USER LICENSE - DISPATCHER	RESPOND CAD USER LICENSE - DISPATCHER	USD	\$ -
50302	RESPOND CAD USER LICENSE - DISPATCHER PAYMENT	RESPOND CAD USER LICENSE - DISPATCHER PAYMENT	USD	\$ 50.00
50306	RESPOND CAD USER LICENSE - PATROL	RESPOND CAD USER LICENSE - PATROL	USD	\$ 50.00
50307	RESPOND CAD USER LICENSE	RESPOND CAD USER LICENSE	USD	\$ 50.00
50308	RESPOND CAD USER LICENSE PAYMENT	RESPOND CAD USER LICENSE PAYMENT	USD	\$ 50.00
50309	RESPOND CAD USER LICENSE - PATROL PAYMENT	RESPOND CAD USER LICENSE - PATROL PAYMENT	USD	\$ 50.00
50322	INTERVIEW TOUCH PANEL PRO	INTERVIEW TOUCH PANEL PRO	USD	\$ 2,700.00
50323	AXIS AUDIO VIDEO ENCODER P7304	AXIS AUDIO VIDEO ENCODER P7304	USD	\$ 521.85
50324	RESPOND, LTE SERVICE, AXON INDIA, ACCESS	RESPOND, LTE SERVICE, AXON INDIA, ACCESS	USD	\$ -
50325	RESPOND, LTE SERVICE, AXON INDIA, PAYMENT	RESPOND, LTE SERVICE, AXON INDIA, PAYMENT	USD	\$ 0.48
50326	RESPOND+, LTE SERVICE, AXON INDIA, ACCESS	RESPOND+, LTE SERVICE, AXON INDIA, ACCESS	USD	\$ -
50327	RESPOND+, LTE SERVICE, AXON INDIA, PAYMENT	RESPOND+, LTE SERVICE, AXON INDIA, PAYMENT	USD	\$ 3.36
50328	RESPOND, SOFTWARE SERVICE, AXON INDIA, ACCESS	RESPOND, SOFTWARE SERVICE, AXON INDIA, ACCESS	USD	\$ -
50329	RESPOND, SOFTWARE SERVICE, AXON INDIA, PAYMENT	RESPOND, SOFTWARE SERVICE, AXON INDIA, PAYMENT	USD	\$ 4.32
50330	RESPOND+ SOFTWARE SERVICE, AXON INDIA, ACCESS	RESPOND+ SOFTWARE SERVICE, AXON INDIA, ACCESS	USD	\$ -
50331	RESPOND+ SOFTWARE SERVICE, AXON INDIA, PAYMENT	RESPOND+ SOFTWARE SERVICE, AXON INDIA, PAYMENT	USD	\$ 14.85
50430	AXON INTERVIEW - IO MODULE, CABINET AND LED	AXON INTERVIEW - IO MODULE, CABINET AND LED		
50430	INSTALLATION	INSTALLATION	USD	\$ 552.50
50431	AXON INTERVIEW - LED INSTALLATION	AXON INTERVIEW - LED INSTALLATION	USD	\$ 234.00
50432	AXON INTERVIEW - PUSH BUTTON INSTALLATION	AXON INTERVIEW - PUSH BUTTON INSTALLATION	USD	\$ 234.00
50433	AXON INTERVIEW PUSH BUTTON	AXON INTERVIEW PUSH BUTTON	USD	\$ 82.20
50449	INTERVIEW ROOM 7 YR EXTENDED WARRANTY	INTERVIEW ROOM 7 YR EXTENDED WARRANTY	USD	\$ 2,060.00
50450	INTERVIEW ROOM BUNDLE - 1 CAMERA, 1 ROOM PAYMENT	INTERVIEW ROOM BUNDLE - 1 CAMERA, 1 ROOM PAYMENT	USD	\$ 319.00
50451	INTERVIEW ROOM BUNDLE - 1 CAMERA, 2 ROOM PAYMENT	INTERVIEW ROOM BUNDLE - 1 CAMERA, 2 ROOM PAYMENT	USD	\$ 529.00
50452	INTERVIEW ROOM BUNDLE - 1 CAMERA, 3 ROOM PAYMENT	INTERVIEW ROOM BUNDLE - 1 CAMERA, 3 ROOM PAYMENT	USD	\$ 739.00
50453	INTERVIEW ROOM BUNDLE - 1 CAMERA, 4 ROOM PAYMENT	INTERVIEW ROOM BUNDLE - 1 CAMERA, 4 ROOM PAYMENT	USD	\$ 939.00
50454	INTERVIEW ROOM BUNDLE - 1 CAMERA, 5 ROOM PAYMENT	INTERVIEW ROOM BUNDLE - 1 CAMERA, 5 ROOM PAYMENT	USD	\$ 1,149.00
50455	INTERVIEW ROOM BUNDLE - 2 CAMERA, 1 ROOM PAYMENT	INTERVIEW ROOM BUNDLE - 2 CAMERA, 1 ROOM PAYMENT	USD	\$ 429.00
50456	INTERVIEW ROOM BUNDLE - 2 CAMERA, 2 ROOM PAYMENT	INTERVIEW ROOM BUNDLE - 2 CAMERA, 2 ROOM PAYMENT	USD	\$ 749.00
50457	INTERVIEW ROOM BUNDLE - 2 CAMERA, 3 ROOM PAYMENT	INTERVIEW ROOM BUNDLE - 2 CAMERA, 3 ROOM PAYMENT	USD	\$ 1,059.00
50458	INTERVIEW ROOM BUNDLE - 2 CAMERA, 4 ROOM PAYMENT	INTERVIEW ROOM BUNDLE - 2 CAMERA, 4 ROOM PAYMENT	USD	\$ 1,379.00
50459	INTERVIEW ROOM BUNDLE - 2 CAMERA, 5 ROOM PAYMENT	INTERVIEW ROOM BUNDLE - 2 CAMERA, 5 ROOM PAYMENT	USD	\$ 1,699.00
50460	INTERVIEW ROOM ADV BUNDLE - 1 CAMERA, 1 ROOM PAYMENT	INTERVIEW ROOM ADV BUNDLE - 1 CAMERA, 1 ROOM PAYMENT	USD	\$ 399.00
50461	INTERVIEW ROOM ADV BUNDLE - 1 CAMERA, 2 ROOM PAYMENT	INTERVIEW ROOM ADV BUNDLE - 1 CAMERA, 2 ROOM PAYMENT	USD	\$ 629.00
50462	INTERVIEW ROOM ADV BUNDLE - 1 CAMERA, 3 ROOM PAYMENT	INTERVIEW ROOM ADV BUNDLE - 1 CAMERA, 3 ROOM PAYMENT	USD	\$ 859.00
50463	INTERVIEW ROOM ADV BUNDLE - 1 CAMERA, 4 ROOM PAYMENT	INTERVIEW ROOM ADV BUNDLE - 1 CAMERA, 4 ROOM PAYMENT	USD	\$ 1,079.00
50464	INTERVIEW ROOM ADV BUNDLE - 1 CAMERA, 5 ROOM PAYMENT	INTERVIEW ROOM ADV BUNDLE - 1 CAMERA, 5 ROOM PAYMENT	USD	\$ 1,309.00
50465	INTERVIEW ROOM ADV BUNDLE - 2 CAMERA, 1 ROOM PAYMENT	INTERVIEW ROOM ADV BUNDLE - 2 CAMERA, 1 ROOM PAYMENT	USD	\$ 509.00
50466	INTERVIEW ROOM ADV BUNDLE - 2 CAMERA, 2 ROOM PAYMENT	INTERVIEW ROOM ADV BUNDLE - 2 CAMERA, 2 ROOM PAYMENT	USD	\$ 849.00
50467	INTERVIEW ROOM ADV BUNDLE - 2 CAMERA, 3 ROOM PAYMENT	INTERVIEW ROOM ADV BUNDLE - 2 CAMERA, 3 ROOM PAYMENT	USD	\$ 1,189.00
50468	INTERVIEW ROOM ADV BUNDLE - 2 CAMERA, 4 ROOM PAYMENT	INTERVIEW ROOM ADV BUNDLE - 2 CAMERA, 4 ROOM PAYMENT	USD	\$ 1,519.00
50469	INTERVIEW ROOM ADV BUNDLE - 2 CAMERA, 5 ROOM PAYMENT	INTERVIEW ROOM ADV BUNDLE - 2 CAMERA, 5 ROOM PAYMENT	USD	\$ 1,859.00
50470	INTERVIEW ROOM BUNDLE - 1 CAMERA, 1 ROOM TRUE UP	INTERVIEW ROOM BUNDLE - 1 CAMERA, 1 ROOM TRUE UP	USD	\$ 164.10
50471	INTERVIEW ROOM BUNDLE - 1 CAMERA, 2 ROOM TRUE UP	INTERVIEW ROOM BUNDLE - 1 CAMERA, 2 ROOM TRUE UP	USD	\$ 275.69
50472	INTERVIEW ROOM BUNDLE - 1 CAMERA, 3 ROOM TRUE UP	INTERVIEW ROOM BUNDLE - 1 CAMERA, 3 ROOM TRUE UP	USD	\$ 387.29



Product Code	Product Name	Product Description	List Price Currency	List Price
50473	INTERVIEW ROOM BUNDLE - 1 CAMERA, 4 ROOM TRUE UP	INTERVIEW ROOM BUNDLE - 1 CAMERA, 4 ROOM TRUE UP	USD	\$ 498.89
50474	INTERVIEW ROOM BUNDLE - 1 CAMERA, 5 ROOM TRUE UP	INTERVIEW ROOM BUNDLE - 1 CAMERA, 5 ROOM TRUE UP	USD	\$ 610.49
50475	INTERVIEW ROOM BUNDLE - 2 CAMERA, 1 ROOM TRUE UP	INTERVIEW ROOM BUNDLE - 2 CAMERA, 1 ROOM TRUE UP	USD	\$ 184.84
50476	INTERVIEW ROOM BUNDLE - 2 CAMERA, 2 ROOM TRUE UP	INTERVIEW ROOM BUNDLE - 2 CAMERA, 2 ROOM TRUE UP	USD	\$ 317.18
50477	INTERVIEW ROOM BUNDLE - 2 CAMERA, 3 ROOM TRUE UP	INTERVIEW ROOM BUNDLE - 2 CAMERA, 3 ROOM TRUE UP	USD	\$ 449.52
50478	INTERVIEW ROOM BUNDLE - 2 CAMERA, 4 ROOM TRUE UP	INTERVIEW ROOM BUNDLE - 2 CAMERA, 4 ROOM TRUE UP	USD	\$ 581.86
50479	INTERVIEW ROOM BUNDLE - 2 CAMERA, 5 ROOM TRUE UP	INTERVIEW ROOM BUNDLE - 2 CAMERA, 5 ROOM TRUE UP	USD	\$ 714.20
50480	INTERVIEW ROOM ADV BUNDLE - 1 CAMERA, 1 ROOM TRUE UP	INTERVIEW ROOM ADV BUNDLE - 1 CAMERA, 1 ROOM TRUE UP	USD	\$ 247.56
50481	INTERVIEW ROOM ADV BUNDLE - 1 CAMERA, 2 ROOM TRUE UP	INTERVIEW ROOM ADV BUNDLE - 1 CAMERA, 2 ROOM TRUE UP	USD	\$ 384.11
50482	INTERVIEW ROOM ADV BUNDLE - 1 CAMERA, 3 ROOM TRUE UP	INTERVIEW ROOM ADV BUNDLE - 1 CAMERA, 3 ROOM TRUE UP	USD	\$ 520.67
50483	INTERVIEW ROOM ADV BUNDLE - 1 CAMERA, 4 ROOM TRUE UP	INTERVIEW ROOM ADV BUNDLE - 1 CAMERA, 4 ROOM TRUE UP	USD	\$ 657.23
50484	INTERVIEW ROOM ADV BUNDLE - 1 CAMERA, 5 ROOM TRUE UP	INTERVIEW ROOM ADV BUNDLE - 1 CAMERA, 5 ROOM TRUE UP	USD	\$ 793.79
50485	INTERVIEW ROOM ADV BUNDLE - 2 CAMERA, 1 ROOM TRUE UP	INTERVIEW ROOM ADV BUNDLE - 2 CAMERA, 1 ROOM TRUE UP	USD	\$ 268.30
50486	INTERVIEW ROOM ADV BUNDLE - 2 CAMERA, 2 ROOM TRUE UP	INTERVIEW ROOM ADV BUNDLE - 2 CAMERA, 2 ROOM TRUE UP	USD	\$ 425.60
50487	INTERVIEW ROOM ADV BUNDLE - 2 CAMERA, 3 ROOM TRUE UP	INTERVIEW ROOM ADV BUNDLE - 2 CAMERA, 3 ROOM TRUE UP	USD	\$ 582.90
50488	INTERVIEW ROOM ADV BUNDLE - 2 CAMERA, 4 ROOM TRUE UP	INTERVIEW ROOM ADV BUNDLE - 2 CAMERA, 4 ROOM TRUE UP	USD	\$ 740.20
50489	INTERVIEW ROOM ADV BUNDLE - 2 CAMERA, 5 ROOM TRUE UP	INTERVIEW ROOM ADV BUNDLE - 2 CAMERA, 5 ROOM TRUE UP	USD	\$ 897.50
70027	EVIDENCE.COM DOCK, CORE	EVIDENCE.COM DOCK, CORE	USD	\$ 314.00
70030	EXTENDED WARRANTY, 2 YEAR,EVIDENCE.COM DOCK, CORE	EXTENDED WARRANTY, 2 YEAR,EVIDENCE.COM DOCK, CORE	USD	\$ 31.40
70031	EXTENDED WARRANTY, 2 YEAR, EVIDENCE.COM AB2 DOCK, 1-BAY	EXTENDED WARRANTY, 2 YEAR, EVIDENCE.COM AB2 DOCK, 1-BAY	USD	\$ 51.75
70032	EXTENDED WARRANTY, 2 YEAR, EVIDENCE.COM AB2 DOCK, 6-BAY	EXTENDED WARRANTY, 2 YEAR, EVIDENCE.COM AB2 DOCK, 6-BAY	USD	\$ 434.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD	\$ 43.90
70040	EVIDENCE.COM, DOCK, DESK PLATE, 6 BAYS	EVIDENCE.COM, DOCK, DESK PLATE, 6 BAYS	USD	\$ 35.00
70056	4-YEAR EXTENDED WARRANTY DOCK 2 SINGLE BAY + CORE	4-YEAR EXTENDED WARRANTY DOCK 2 SINGLE BAY + CORE	USD	\$ 271.50
70057	4-YEAR EXTENDED WARRANTY DOCK 2 SIX BAY + CORE	4-YEAR EXTENDED WARRANTY DOCK 2 SIX BAY + CORE	USD	\$ 1,046.00
70112	AXON SIGNAL UNIT	AXON SIGNAL UNIT	USD	\$ 279.00
70115	CONTROLLER, AXON FLEX, SIGNAL	CONTROLLER, AXON FLEX, SIGNAL	USD	\$ 156.00
70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	AXON SIGNAL UNIT, CABLE ASSEMBLY	USD	\$ 25.00
71014	REPLACEMENT BATTERY SCREWDRIVER KIT	REPLACEMENT BATTERY SCREWDRIVER KIT	USD	\$ -
71015	AXON BODY 3 - 1-BAY DOCK POWER SUPPLY, INTERNATIONAL	AXON BODY 3 - 1-BAY DOCK POWER SUPPLY, INTERNATIONAL	USD	\$ 10.00
71016	UK POWERCORD, 2M	UK POWERCORD, 2M	USD	\$ 10.45
71017	EU POWERCORD, 2M	EU POWERCORD, 2M	USD	\$ 10.45
71018	AUS POWERCORD, 2M	AUS POWERCORD, 2M	USD	\$ 10.45
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	USD	\$ 10.45
71023	FLEET CABLE ASSEMBLY, BATTERY BOX TO CAMERA	FLEET CABLE ASSEMBLY, BATTERY BOX TO CAMERA	USD	\$ 15.00
71024	FLEET CABLE ASSEMBLY, ASU POWER	FLEET CABLE ASSEMBLY, ASU POWER	USD	\$ 15.00
71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	USD	\$ 30.35
71037	LOW RIDER, HEADBAND, FLEX 2	LOW RIDER, HEADBAND, FLEX 2	USD	\$ 30.35
71079	CAMERA SYSTEM, FRONT, FLEET 2	CAMERA SYSTEM, FRONT, FLEET 2	USD	\$ 380.00
71080	CAMERA MOUNT, FRONT, FLEET 2	CAMERA MOUNT, FRONT, FLEET 2	USD	\$ 20.00
71081	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	USD	\$ 380.00
71082	CAMERA CONTROLLER, REAR, FLEET 2	CAMERA CONTROLLER, REAR, FLEET 2	USD	\$ 180.00
71083	CONTROLLER MOUNT, REAR CAMERA, FLEET 2	CONTROLLER MOUNT, REAR CAMERA, FLEET 2	USD	\$ 20.00
71084	JUNCTION BOX, FLEET 2	JUNCTION BOX, FLEET 2	USD	\$ 80.00
71085	CABLE ASSEMBLY, BATTERY BOX TO CAMERA, FLEET 2	CABLE ASSEMBLY, BATTERY BOX TO CAMERA, FLEET 2	USD	\$ 15.00
71086	FLEET WIRELESS MICROPHONE	FLEET WIRELESS MICROPHONE	USD	\$ 240.00
71087	FLEET WIRELESS MICROPHONE CHARGING DOCK	FLEET WIRELESS MICROPHONE CHARGING DOCK	USD	\$ 40.00
71088	AXON FLEET 2 KIT	AXON FLEET 2 KIT	USD	\$ 1,560.00
71100	CABLE ASSEMBLY, POWER HARNESS, FLEET 2	CABLE ASSEMBLY, POWER HARNESS, FLEET 2	USD	\$ 15.00
71101	FLEET 2 UPGRADE INSTALLATION (PER VEHICLE)	FLEET 2 UPGRADE INSTALLATION (PER VEHICLE)	USD	\$ 400.00



Product Code	Product Name	Product Description	List Price Currency	List Price
71102	FLEET 2 LAPEL MICROPHONE ACCESSORY	FLEET 2 LAPEL MICROPHONE ACCESSORY	USD	\$ 12.00
71103	FLEET 2 MICROPHONE 2.5MM JACK PLUG	FLEET 2 MICROPHONE 2.5MM JACK PLUG	USD	\$ 3.00
71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK	USD	\$ 10.00
71107	FERRITE CORE, FLEET 2	FERRITE CORE, FLEET 2	USD	\$ 6.15
71116	VISOR MOUNT, FLEET 2	VISOR MOUNT, FLEET 2	USD	\$ 49.99
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	USD	\$ 249.00
71201	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, WH	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, WH	USD	\$ 249.00
71202	FLEET ANT, AIRGAIN, 2-IN-1, 2WIFI, INTERIOR	FLEET ANT, AIRGAIN, 2-IN-1, 2WIFI, INTERIOR	USD	\$ 90.00
71203	FLEET ANTENNA, 7-IN-1, 2 LTE, 4 WIFI, 1 GPS	FLEET ANTENNA, 7-IN-1, 2 LTE, 4 WIFI, 1 GPS	USD	\$ 349.00
71204	FLEET ANTENNA, 9-IN-1, 4 LTE, 4 WIFI, 1 GPS	FLEET ANTENNA, 9-IN-1, 4 LTE, 4 WIFI, 1 GPS	USD	\$ 399.00
71205	FLEET ANTENNA, 4-IN-1, 2 LTE, 2 CBRS/LAA	FLEET ANTENNA, 4-IN-1, 2 LTE, 2 CBRS/LAA	USD	\$ 299.00
71210	FLEET DOOR TRIGGER HARDWARE, US	FLEET DOOR TRIGGER HARDWARE, US	USD	\$ 18.60
71211	FLEET DOOR TRIGGER HARDWARE, UK	FLEET DOOR TRIGGER HARDWARE, UK	USD	\$ 28.85
72000	FLEET 3 DUAL-VIEW CAMERA	FLEET 3 DUAL-VIEW CAMERA	USD	\$ 585.00
72001	FLEET 3 DUAL-VIEW CAMERA, WINDSHIELD MOUNT	FLEET 3 DUAL-VIEW CAMERA, WINDSHIELD MOUNT	USD	\$ 20.00
72002	FLEET 3 INTERIOR CAMERA, INTERIOR MOUNT	FLEET 3 INTERIOR CAMERA, INTERIOR MOUNT	USD	\$ 20.00
72010	FLEET 3 HUB	FLEET 3 HUB	USD	\$ 1,085.00
72011	FLEET 3 HUB, TRUNK MOUNT	FLEET 3 HUB, TRUNK MOUNT	USD	\$ 20.00
72012	FLEET 3 HUB, CABLE ASSEMBLY, SIGNAL	FLEET 3 HUB, CABLE ASSEMBLY, SIGNAL	USD	\$ 25.00
72013	FLEET 3 HUB, CABLE ASSEMBLY, POWER	FLEET 3 HUB, CABLE ASSEMBLY, POWER	USD	\$ 25.00
72020	FLEET 3 WIRELESS MIC	FLEET 3 WIRELESS MIC	USD	\$ 240.00
72021	FLEET 3 WIRELESS MIC, BELT MOUNT	FLEET 3 WIRELESS MIC, BELT MOUNT	USD	\$ 20.00
72022	FLEET 3 WIRELESS MIC, CHARGING BASE	FLEET 3 WIRELESS MIC, CHARGING BASE	USD	\$ 240.00
72023	FLEET 3 WIRELESS MIC, CHARGING BASE, WHIP ANTENNA	FLEET 3 WIRELESS MIC, CHARGING BASE, WHIP ANTENNA	USD	\$ 20.00
72024	FLEET 3 WIRELESS MIC, CHARGING BASE, REMOTE ANTENNA	FLEET 3 WIRELESS MIC, CHARGING BASE, REMOTE ANTENNA	USD	\$ 20.00
72025	FLEET 3 WIRELESS MIC, LAPEL MIC	FLEET 3 WIRELESS MIC, LAPEL MIC	USD	\$ 20.00
72026	FLEET 3 WIRELESS MIC, AC POWER POE INJECTOR	FLEET 3 WIRELESS MIC, AC POWER POE INJECTOR	USD	\$ 50.00
72027	FLEET 3 WIRELESS MIC, REPLACEMENT BATTERY	FLEET 3 WIRELESS MIC, REPLACEMENT BATTERY	USD	\$ 50.00
72030	FLEET ETHERNET CABLE, CAT6, 6 FT	FLEET ETHERNET CABLE, CAT6, 6 FT	USD	\$ 25.00
72031	FLEET ETHERNET CABLE, CAT6, 15 FT	FLEET ETHERNET CABLE, CAT6, 15 FT	USD	\$ 25.00
72032	FLEET ETHERNET CABLE, CAT6, 20 FT	FLEET ETHERNET CABLE, CAT6, 20 FT	USD	\$ 25.00
72033	FLEET ANT, AIRGAIN, 3-IN-1 2WIFI, 1GNSS, INTERIOR	FLEET ANT, AIRGAIN, 3-IN-1 2WIFI, 1GNSS, INTERIOR	USD	\$ 75.00
72034	FLEET SIM, VZW	FLEET SIM, VZW	USD	\$ 15.00
72035	FLEET 3 WIRELESS MIC KIT	FLEET 3 WIRELESS MIC KIT	USD	\$ 600.00
72036	FLEET 3 STANDARD 2 CAMERA KIT	FLEET 3 STANDARD 2 CAMERA KIT	USD	\$ 2,405.00
72037	FLEET 3 INTERIOR CAMERA	FLEET 3 INTERIOR CAMERA	USD	\$ 500.00
72038	FLEET 3 HUB, CONSOLE MOUNT, GAMBER JOHNSON	FLEET 3 HUB, CONSOLE MOUNT, GAMBER JOHNSON	USD	\$ 42.00
72039	FLEET 3 HUB, CONSOLE MOUNT, HAVIS	FLEET 3 HUB, CONSOLE MOUNT, HAVIS	USD	\$ 42.00
72040	FLEET REFRESH, 2 CAMERA KIT	FLEET REFRESH, 2 CAMERA KIT	USD	\$ -
72041	FLEET DUAL-VIEW CAMERA REFRESH	FLEET DUAL-VIEW CAMERA REFRESH	USD	\$ -
72042	FLEET INTERIOR CAMERA REFRESH	FLEET INTERIOR CAMERA REFRESH	USD	\$ -
72043	FLEET HUB REFRESH	FLEET HUB REFRESH	USD	\$ -
72044	FLEET WIRELESS MIC REFRESH	FLEET WIRELESS MIC REFRESH	USD	\$ -
72045	FLEET CHARGING BASE REFRESH	FLEET CHARGING BASE REFRESH	USD	\$ -
72046	FLEET WIRELESS MIC KIT REFRESH	FLEET WIRELESS MIC KIT REFRESH	USD	\$ -
72047	FLEET 3 HUB, CONSOLE MOUNT, TROY	FLEET 3 HUB, CONSOLE MOUNT, TROY	USD	\$ 42.00
72048	FLEET SIM, ATT	FLEET SIM, ATT	USD	\$ 15.00
72049	FLEET SIM, TMO	FLEET SIM, TMO	USD	\$ 15.00
72500	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	USD	\$ 51.24
72501	FLEET 3 RENEWAL WITH TAP TRUE UP	FLEET 3 RENEWAL WITH TAP TRUE UP	USD	\$ 53.21
72502	FLEET 3 RENEWAL TRUE UP	FLEET 3 RENEWAL TRUE UP	USD	\$ 20.79
73004	WALL CHARGER, USB SYNC CABLE, FLEX	WALL CHARGER, USB SYNC CABLE, FLEX	USD	\$ 15.00
73008	OAKLEY, CLIP, FLEX	OAKLEY, CLIP, FLEX	USD	\$ 20.00
73010	LOWRIDER, HEADBAND, FLEX	LOWRIDER, HEADBAND, FLEX	USD	\$ 50.00
73013	HELMET MOUNT, FLEX	HELMET MOUNT, FLEX	USD	\$ 25.00
73020	UNIVERSAL MAGNET, CLIP, FLEX	UNIVERSAL MAGNET, CLIP, FLEX	USD	\$ 8.00
73022	CABLE, STRAIGHT TO RIGHT ANGLE, 18	CABLE, STRAIGHT TO RIGHT ANGLE, 18	USD	\$ 5.95
73028	CABLE, RIGHT ANGLE TO RIGHT ANGLE, 36	CABLE, RIGHT ANGLE TO RIGHT ANGLE, 36	USD	\$ 5.95
73031	VIEWER, IOS	VIEWER, IOS	USD	\$ 277.00
73034	OAKLEY FLAK JACKET 1/2 KIT, FLEX	OAKLEY FLAK JACKET 1/2 KIT, FLEX	USD	\$ 154.00
73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	USD	\$ 30.00
73058	LOW RIDER, HEADBAND, LARGE, FLEX	LOW RIDER, HEADBAND, LARGE, FLEX	USD	\$ 55.00
73060	CABLE, COILED, STRAIGHT TO RIGHT ANGLE, 48	CABLE, COILED, STRAIGHT TO RIGHT ANGLE, 48	USD	\$ 13.00
73081	WALL WART, 2 USB, 2.1/1.0 AMP CHARGER, INT KIT	WALL WART, 2 USB, 2.1/1.0 AMP CHARGER, INT KIT	USD	\$ 15.65
73082	WALL WART, 2 USB, 2.1/1.0 AMP CHARGER	WALL WART, 2 USB, 2.1/1.0 AMP CHARGER	USD	\$ 14.95
73092	VIEWER, ANDROID TABLET	VIEWER, ANDROID TABLET	USD	\$ 261.00
73104	VIEWER, STANDARD ANDROID	VIEWER, STANDARD ANDROID	USD	\$ 282.00
73110	BODYCAM, NON-FUNCTIONAL TRAINING CAMERA, BODY 2	BODYCAM, NON-FUNCTIONAL TRAINING CAMERA, BODY 2	USD	\$ 99.00
73111	AXON BODY 2, ONLINE, BLK, AV, FIXED KICKFAST	AXON BODY 2, ONLINE, BLK, AV, FIXED KICKFAST	USD	\$ 522.00
73112	AXON BODY 2, ONLINE, BLK, AV	AXON BODY 2, ONLINE, BLK, AV	USD	\$ 522.00



Product Code	Product Name	Product Description	List Price Currency	List Price
73120	AXON 2-CAMERA FLEET SOLUTION	AXON 2-CAMERA FLEET SOLUTION	USD	\$ -
73121	AXON 2-CAMERA FLEET SOLUTION FEE	AXON 2-CAMERA FLEET SOLUTION FEE	USD	\$ 93.00
73122	AXON 2-CAMERA FLEET SOLUTION TRUE UP FEE	AXON 2-CAMERA FLEET SOLUTION TRUE UP FEE	USD	\$ 93.00
73125	AXON 2-CAMERA FLEET SOLUTION WITH TAP TRUE UP FEE	AXON 2-CAMERA FLEET SOLUTION WITH TAP TRUE UP FEE	USD	\$ 136.75
	AXON BODY 3 ENTERPRISE STARTER PACKAGE UPFRONT	AXON BODY 3 ENTERPRISE STARTER PACKAGE UPFRONT		
73198	PAYMENT	PAYMENT	USD	\$ 3,564.00
73202	AXON BODY 3 - NA10	AXON BODY 3 - NA10	USD	\$ 699.00
73203	AXON BODY 3 - EU07 - BLK - RAPIDLOCK	AXON BODY 3 - EU07 - BLK - RAPIDLOCK	USD	\$ 699.00
73204	AXON BODY 3 - AP09	AXON BODY 3 - AP09	USD	\$ 699.00
73205	AXON BODY 3 - BATTERY	AXON BODY 3 - BATTERY	USD	\$ 39.00
73214	AXON BODY 3 - EU07 - YLW ACCENTS - RAPIDLOCK	AXON BODY 3 - EU07 - YLW ACCENTS - RAPIDLOCK	USD	\$ 699.00
73215	AXON BODY 3 - TRAINING CAMERA	AXON BODY 3 - TRAINING CAMERA	USD	\$ 50.00
73218	AXON BODY 3 - NA10 - COMMERCIAL	AXON BODY 3 - NA10 - COMMERCIAL	USD	\$ 699.00
73220	AXON BODY 3 - EU07 - MALDIVES	AXON BODY 3 - EU07 - MALDIVES	USD	\$ 699.00
73221	AXON BODY 3 - AP09 - INDIA	AXON BODY 3 - AP09 - INDIA	USD	\$ 699.00
73222	AXON BODY 3 - AP09 - BRAZIL	AXON BODY 3 - AP09 - BRAZIL	USD	\$ 699.00
73245	AXON BODY 3 - 1 YEAR WARRANTY	AXON BODY 3 - 1 YEAR WARRANTY	USD	\$ 140.00
73246	AXON BODY 3 - 8 BAY DOCK 1 YEAR WARRANTY	AXON BODY 3 - 8 BAY DOCK 1 YEAR WARRANTY	USD	\$ 250.00
73247	AXON BODY 3 - 1 BAY DOCK 1 YEAR WARRANTY	AXON BODY 3 - 1 BAY DOCK 1 YEAR WARRANTY	USD	\$ 65.00
73248	AXON BODY 3 - 4 YEAR WARRANTY	AXON BODY 3 - 4 YEAR WARRANTY	USD	\$ 560.00
73249	AXON BODY 3 - 8 BAY DOCK 4 YEAR WARRANTY	AXON BODY 3 - 8 BAY DOCK 4 YEAR WARRANTY	USD	\$ 1,000.00
73250	AXON BODY 3 - 2 YEAR WARRANTY	AXON BODY 3 - 2 YEAR WARRANTY	USD	\$ 280.00
73251	AXON BODY 3 - 8 BAY DOCK 2 YEAR WARRANTY	AXON BODY 3 - 8 BAY DOCK 2 YEAR WARRANTY	USD	\$ 500.00
73252	AXON BODY 3 - 1 BAY DOCK 2 YEAR WARRANTY	AXON BODY 3 - 1 BAY DOCK 2 YEAR WARRANTY	USD	\$ 130.00
73265	TRANSFERRED AB3 CAMERA TAP WARRANTY	TRANSFERRED AB3 CAMERA TAP WARRANTY	USD	\$ -
73266	TRANSFERRED AB3 MULTI-BAY DOCK TAP WARRANTY	TRANSFERRED AB3 MULTI-BAY DOCK TAP WARRANTY	USD	\$ -
73270	2 YEAR AB3 CAMERA TAP REPLACEMENT WARRANTY	2 YEAR AB3 CAMERA TAP REPLACEMENT WARRANTY	USD	\$ -
73271	2 YEAR AB3 1-BAY DOCK TAP REPLACEMENT WARRANTY	2 YEAR AB3 1-BAY DOCK TAP REPLACEMENT WARRANTY	USD	\$ -
73272	2 YEAR AB3 8-BAY DOCK TAP REPLACEMENT WARRANTY	2 YEAR AB3 8-BAY DOCK TAP REPLACEMENT WARRANTY	USD	\$ -
73273	2.5 YEAR AB3 CAMERA TAP REPLACEMENT WARRANTY	2.5 YEAR AB3 CAMERA TAP REPLACEMENT WARRANTY	USD	\$ -
73274	2.5 YEAR AB3 1-BAY DOCK TAP REPLACEMENT WARRANTY	2.5 YEAR AB3 1-BAY DOCK TAP REPLACEMENT WARRANTY	USD	\$ -
73275	2.5 YEAR AB3 8-BAY DOCK TAP REPLACEMENT WARRANTY	2.5 YEAR AB3 8-BAY DOCK TAP REPLACEMENT WARRANTY	USD	\$ -
73276	3 YEAR AB3 CAMERA TAP REPLACEMENT WARRANTY	3 YEAR AB3 CAMERA TAP REPLACEMENT WARRANTY	USD	\$ -
73277	3 YEAR AB3 1-BAY DOCK TAP REPLACEMENT WARRANTY	3 YEAR AB3 1-BAY DOCK TAP REPLACEMENT WARRANTY	USD	\$ -
73278	3 YEAR AB3 8-BAY DOCK TAP REPLACEMENT WARRANTY	3 YEAR AB3 8-BAY DOCK TAP REPLACEMENT WARRANTY	USD	\$ -
73279	3.5 YEAR AB3 CAMERA TAP REPLACEMENT WARRANTY	3.5 YEAR AB3 CAMERA TAP REPLACEMENT WARRANTY	USD	\$ -
73280	3.5 YEAR AB3 1-BAY DOCK TAP REPLACEMENT WARRANTY	3.5 YEAR AB3 1-BAY DOCK TAP REPLACEMENT WARRANTY	USD	\$ -
73281	3.5 YEAR AB3 8-BAY DOCK TAP REPLACEMENT WARRANTY	3.5 YEAR AB3 8-BAY DOCK TAP REPLACEMENT WARRANTY	USD	\$ -
73282	4 YEAR AB3 CAMERA TAP REPLACEMENT WARRANTY	4 YEAR AB3 CAMERA TAP REPLACEMENT WARRANTY	USD	\$ -
73283	4 YEAR AB3 1-BAY DOCK TAP REPLACEMENT WARRANTY	4 YEAR AB3 1-BAY DOCK TAP REPLACEMENT WARRANTY	USD	\$ -
73284	4 YEAR AB3 8-BAY DOCK TAP REPLACEMENT WARRANTY	4 YEAR AB3 8-BAY DOCK TAP REPLACEMENT WARRANTY	USD	\$ -
73285	AXON BODY 3 - 1 BAY DOCK 3 YEAR WARRANTY	AXON BODY 3 - 1 BAY DOCK 3 YEAR WARRANTY	USD	\$ 195.00
73286	AXON BODY 3 - 1 BAY DOCK 4 YEAR WARRANTY	AXON BODY 3 - 1 BAY DOCK 4 YEAR WARRANTY	USD	\$ 260.00
73287	AXON BODY 3 - 3 YEAR WARRANTY	AXON BODY 3 - 3 YEAR WARRANTY	USD	\$ 420.00
73288	AXON BODY 3 - 8 BAY DOCK 3 YEAR WARRANTY	AXON BODY 3 - 8 BAY DOCK 3 YEAR WARRANTY	USD	\$ 750.00
73289	SINGLE BAY DATAPORT 2 YEAR EXTENDED WARRANTY	SINGLE BAY DATAPORT 2 YEAR EXTENDED WARRANTY	USD	\$ 35.00
73290	SINGLE BAY DATAPORT 3 YEAR EXTENDED WARRANTY	SINGLE BAY DATAPORT 3 YEAR EXTENDED WARRANTY	USD	\$ 52.50
73300	5 Year Officer Safety Plan AB3 Camera	5 Year Officer Safety Plan AB3 Camera	USD	\$ -
73309	AXON CAMERA REFRESH ONE	AXON CAMERA REFRESH ONE	USD	\$ -
73310	AXON CAMERA REFRESH TWO	AXON CAMERA REFRESH TWO	USD	\$ -
73313	1-BAY DOCK AXON CAMERA REFRESH ONE	1-BAY DOCK AXON CAMERA REFRESH ONE	USD	\$ -
73314	1-BAY DOCK AXON CAMERA REFRESH TWO	1-BAY DOCK AXON CAMERA REFRESH TWO	USD	\$ -
73317	1-BAY DOCK AXON CAMERA REFRESH THREE	1-BAY DOCK AXON CAMERA REFRESH THREE	USD	\$ -
73318	1-BAY DOCK AXON CAMERA REFRESH FOUR	1-BAY DOCK AXON CAMERA REFRESH FOUR	USD	\$ -
73319	1-BAY DOCK AXON CAMERA REFRESH FIVE	1-BAY DOCK AXON CAMERA REFRESH FIVE	USD	\$ -
73324	MULTI-BAY BWC DOCK 5TH REFRESH	MULTI-BAY BWC DOCK 5TH REFRESH	USD	\$ -
73329	AXON CAMERA REFRESH FIVE	AXON CAMERA REFRESH FIVE	USD	\$ -
73335	FLEET CAMERA REFRESH (ONE FRONT AND ONE REAR)	FLEET CAMERA REFRESH (ONE FRONT AND ONE REAR)	USD	\$ -
73341	AXON FLEX CONTROLLER REFRESH ONE	AXON FLEX CONTROLLER REFRESH ONE	USD	\$ -
73342	AXON FLEX CONTROLLER REFRESH TWO	AXON FLEX CONTROLLER REFRESH TWO	USD	\$ -
73345	AXON CAMERA REFRESH THREE	AXON CAMERA REFRESH THREE	USD	\$ -
73346	AXON CAMERA REFRESH FOUR	AXON CAMERA REFRESH FOUR	USD	\$ -
73347	MULTI-BAY BWC DOCK 3RD REFRESH	MULTI-BAY BWC DOCK 3RD REFRESH	USD	\$ -
73348	MULTI-BAY BWC DOCK 4TH REFRESH	MULTI-BAY BWC DOCK 4TH REFRESH	USD	\$ -
73350	BWC HARDWARE FINANCING HEADER	BWC HARDWARE FINANCING HEADER	USD	\$ -
73351	BWC HARDWARE FINANCING PAYMENT	BWC HARDWARE FINANCING PAYMENT	USD	\$ 23.30
73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	BWC HARDWARE FINANCING TRUE UP PAYMENT	USD	\$ -
73355	TRANSFERRED WARRANTY 1 BAY DATAPORT	TRANSFERRED WARRANTY 1 BAY DATAPORT	USD	\$ -



Product Code	Product Name	Product Description	List Price Currency	List Price
73356	TRANSFERRED WARRANTY 6 BAY DATAPORT	TRANSFERRED WARRANTY 6 BAY DATAPORT	USD	\$ -
73357	TRANSFERRED WARRANTY AB2 1 BAY DOCK	TRANSFERRED WARRANTY AB2 1 BAY DOCK	USD	\$ -
73358	TRANSFERRED WARRANTY AB2 6 BAY DOCK	TRANSFERRED WARRANTY AB2 6 BAY DOCK	USD	\$ -
73359	TRANSFERRED WARRANTY AB2 CAMERA	TRANSFERRED WARRANTY AB2 CAMERA	USD	\$ -
73360	TRANSFERRED WARRANTY AB3 1 BAY DOCK	TRANSFERRED WARRANTY AB3 1 BAY DOCK	USD	\$ -
73361	TRANSFERRED WARRANTY AB3 8 BAY DOCK	TRANSFERRED WARRANTY AB3 8 BAY DOCK	USD	\$ -
73362	TRANSFERRED WARRANTY AB3 CAMERA	TRANSFERRED WARRANTY AB3 CAMERA	USD	\$ -
73363	TRANSFERRED WARRANTY CORE	TRANSFERRED WARRANTY CORE	USD	\$ -
73364	TRANSFERRED WARRANTY FLEX 2 1 BAY DOCK	TRANSFERRED WARRANTY FLEX 2 1 BAY DOCK	USD	\$ -
73365	TRANSFERRED WARRANTY FLEX 2 6 BAY DOCK	TRANSFERRED WARRANTY FLEX 2 6 BAY DOCK	USD	\$ -
73366	TRANSFERRED WARRANTY FLEX 2 CAMERA	TRANSFERRED WARRANTY FLEX 2 CAMERA	USD	\$ -
73375	TRANSFERRED WARRANTY FLEET 2 KIT	TRANSFERRED WARRANTY FLEET 2 KIT	USD	\$ -
		TRANSFERRED WARRANTY FLEET 2 FRONT CAMERA		
73376	TRANSFERRED WARRANTY FLEET 2 FRONT CAMERA SYSTEM	SYSTEM	USD	\$ -
73377	TRANSFERRED WARRANTY FLEET 2 REAR CAMERA SYSTEM	TRANSFERRED WARRANTY FLEET 2 REAR CAMERA SYSTEM	USD	\$ -
		TRANSFERRED WARRANTY FLEET 2 REAR CAMERA		
73378	TRANSFERRED WARRANTY FLEET 2 REAR CAMERA CONTROLLER	CONTROLLER	USD	\$ -
73379	TRANSFERRED WARRANTY FLEET 2 JUNCTION BOX	TRANSFERRED WARRANTY FLEET 2 JUNCTION BOX	USD	\$ -
73380	TRANSFERRED WARRANTY FLEET WIRELESS MICROPHONE	TRANSFERRED WARRANTY FLEET WIRELESS MICROPHONE	USD	\$ -
73381	TRANSFERRED WARRANTY FLEET 2 SIGNAL UNIT	TRANSFERRED WARRANTY FLEET 2 SIGNAL UNIT	USD	\$ -
73382	TRANSFERRED WARRANTY FLEET 2 BATTERY SYSTEM	TRANSFERRED WARRANTY FLEET 2 BATTERY SYSTEM	USD	\$ -
73383	TRANSFERRED WARRANTY, FLEET 3, DUAL-VIEW CAMERA	TRANSFERRED WARRANTY, FLEET 3, DUAL-VIEW CAMERA	USD	\$ -
73384	TRANSFERRED WARRANTY, FLEET 3, INTERIOR CAMERA	TRANSFERRED WARRANTY, FLEET 3, INTERIOR CAMERA	USD	\$ -
73385	TRANSFERRED WARRANTY, FLEET 3, HUB	TRANSFERRED WARRANTY, FLEET 3, HUB	USD	\$ -
73386	TRANSFERRED WARRANTY, FLEET 3, WIRELESS MIC	TRANSFERRED WARRANTY, FLEET 3, WIRELESS MIC	USD	\$ -
73387	TRANSFERRED WARRANTY, FLEET 3, CHARGING BASE	TRANSFERRED WARRANTY, FLEET 3, CHARGING BASE	USD	\$ -
73388	TRANSFERRED WARRANTY, FLEET 3, WIRELESS MIC KIT	TRANSFERRED WARRANTY, FLEET 3, WIRELESS MIC KIT	USD	\$ -
73389	TRANSFERRED WARRANTY, FLEET 3, 2 CAMERA KIT	TRANSFERRED WARRANTY, FLEET 3, 2 CAMERA KIT	USD	\$ -
73390	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	USD	\$ -
73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	FLEET 3 NEW INSTALLATION (PER VEHICLE)	USD	\$ 1,200.00
73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	USD	\$ 800.00
73393	FLEET 3 REFRESH INSTALLATION (PER VEHICLE)	FLEET 3 REFRESH INSTALLATION (PER VEHICLE)	USD	\$ 400.00
73394	FLEET 2 REFRESH INSTALLATION (PER VEHICLE)	FLEET 2 REFRESH INSTALLATION (PER VEHICLE)	USD	\$ 400.00
73419	RESPOND DEVICE LICENSE PLUS UPGRADE PAYMENT	RESPOND DEVICE LICENSE PLUS UPGRADE PAYMENT	USD	\$ 14.00
		RESPOND DEVICE TO RESPOND DEVICE PLUS UPGRADE		
73447	RESPOND DEVICE TO RESPOND DEVICE PLUS UPGRADE LICENSE	LICENSE	USD	\$ -
		RESPOND DEVICE TO RESPOND DEVICE PLUS LICENSE		
73448	RESPOND DEVICE TO RESPOND DEVICE PLUS LICENSE PAYMENT	PAYMENT	USD	\$ 16.00
73449	RESPOND DEVICE LICENSE	RESPOND DEVICE LICENSE	USD	\$ -
73478	REDACTION ASSISTANT USER ACCESS LICENSE	REDACTION ASSISTANT USER ACCESS LICENSE	USD	\$ -
73479	REDACTION ASSISTANT USER ACCESS PAYMENT	REDACTION ASSISTANT USER ACCESS PAYMENT	USD	\$ 9.00
73618	CITIZEN FOR COMMUNITIES USER ACCESS LICENSE	CITIZEN FOR COMMUNITIES USER ACCESS LICENSE	USD	\$ -
73619	CITIZEN FOR COMMUNITIES USER ACCESS PAYMENT	CITIZEN FOR COMMUNITIES USER ACCESS PAYMENT	USD	\$ 9.00
73636	OSP 7+ NON-HARDWARE USER ADD ON PAYMENT	OSP 7+ NON-HARDWARE USER ADD ON PAYMENT	USD	\$ 49.00
73638	STANDARDS ACCESS LICENSE	STANDARDS ACCESS LICENSE	USD	\$ -
73639	STANDARDS LICENSE PAYMENT	STANDARDS LICENSE PAYMENT	USD	\$ 9.00
73665	RESPOND DEVICE PAYMENT	RESPOND DEVICE PAYMENT	USD	\$ 5.00
73666	RESPOND DEVICE PLUS PAYMENT	RESPOND DEVICE PLUS PAYMENT	USD	\$ 19.00
73680	RESPOND DEVICE PLUS LICENSE	RESPOND DEVICE PLUS LICENSE	USD	\$ -
73681	AXON RECORDS FULL	AXON RECORDS FULL	USD	\$ -
73682	AUTO TAGGING LICENSE	AUTO TAGGING LICENSE	USD	\$ -
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	10 GB EVIDENCE.COM A-LA-CART STORAGE	USD	\$ -
73684	10 GB EVIDENCE.COM ARCHIVAL A-LA-CART STORAGE	10 GB EVIDENCE.COM ARCHIVAL A-LA-CART STORAGE	USD	\$ -
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	USD	\$ -
73687	EVIDENCE.COM VIEWER LICENSE	EVIDENCE.COM VIEWER LICENSE	USD	\$ -
73688	MULTI-BAY BWC DOCK 2ND REFRESH	MULTI-BAY BWC DOCK 2ND REFRESH	USD	\$ -
73689	MULTI-BAY BWC DOCK 1ST REFRESH	MULTI-BAY BWC DOCK 1ST REFRESH	USD	\$ -
73739	PERFORMANCE LICENSE	PERFORMANCE LICENSE	USD	\$ -
73746	PROFESSIONAL EVIDENCE.COM LICENSE	PROFESSIONAL EVIDENCE.COM LICENSE	USD	\$ -
73778	CAMERA USER EVIDENCE.COM LICENSE ACCESS	CAMERA USER EVIDENCE.COM LICENSE ACCESS	USD	\$ -
73779	CAMERA USER EVIDENCE.COM LICENSE PAYMENT	CAMERA USER EVIDENCE.COM LICENSE PAYMENT	USD	\$ 10.00
73807	OSP STANDARD PAYMENT	OSP STANDARD PAYMENT	USD	\$ 109.00
73808	OSP 7+ YEARS 6 YEAR TRUE UP	OSP 7+ YEARS 6 YEAR TRUE UP	USD	\$ 55.40
73809	OSP 7+ YEARS 8 YEAR TRUE UP	OSP 7+ YEARS 8 YEAR TRUE UP	USD	\$ 89.00
73810	2020 - OFFICER SAFETY PLAN 7	2020 - OFFICER SAFETY PLAN 7	USD	\$ -
73811	2020 - OFFICER SAFETY PLAN 7 PAYMENT	2020 - OFFICER SAFETY PLAN 7 PAYMENT	USD	\$ 159.00
73812	2020 - OFFICER SAFETY PLAN 7 TRUE UP PAYMENT: YR1	2020 - OFFICER SAFETY PLAN 7 TRUE UP PAYMENT: YR1	USD	\$ 88.75
73813	2020 - OFFICER SAFETY PLAN 7 TRUE UP PAYMENT: YR2	2020 - OFFICER SAFETY PLAN 7 TRUE UP PAYMENT: YR2	USD	\$ 54.00
73818	OSP STANDARD BUNDLE	OSP STANDARD BUNDLE	USD	\$ -
73819	OSP STANDARD BUNDLE PAYMENT	OSP STANDARD BUNDLE PAYMENT	USD	\$ 109.00



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73820	2020 - OFFICER SAFETY PLAN 7 PLUS	2020 - OFFICER SAFETY PLAN 7 PLUS	USD	\$ -
73821	2020 - OFFICER SAFETY PLAN 7 PLUS PAYMENT	2020 - OFFICER SAFETY PLAN 7 PLUS PAYMENT	USD	\$ 229.00
73822	2020 - OFFICER SAFETY PLAN 7 + TRUE UP PAYMENT: Y1	2020 - OFFICER SAFETY PLAN 7 + TRUE UP PAYMENT: Y1	USD	\$ 81.50
73823	2020 - OFFICER SAFETY PLAN 7 + TRUE UP PAYMENT: Y2	2020 - OFFICER SAFETY PLAN 7 + TRUE UP PAYMENT: Y2	USD	\$ 50.75
73827	AB3 CAMERA TAP WARRANTY	AB3 CAMERA TAP WARRANTY	USD	\$ -
73828	AB3 8 BAY DOCK TAP WARRANTY	AB3 8 BAY DOCK TAP WARRANTY	USD	\$ -
73829	AB3 BASIC ENTERPRISE STARTER PKG UPFRONT PAYMENT	AB3 BASIC ENTERPRISE STARTER PKG UPFRONT PAYMENT	USD	\$ 2,700.00
73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	USD	\$ 24.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	USD	\$ 0.40
73832	10 GB EVIDENCE.COM ARCHIVAL A-LA-CART STORAGE PAYMENT	10 GB EVIDENCE.COM ARCHIVAL A-LA-CART STORAGE PAYMENT	USD	\$ 0.07
73833	AXON RECORDS FULL PAYMENT	AXON RECORDS FULL PAYMENT	USD	\$ 29.00
73834	EVIDENCE.COM VIEWER LICENSE PAYMENT	EVIDENCE.COM VIEWER LICENSE PAYMENT	USD	\$ 5.00
73835	AUTO TAGGING LICENSE PAYMENT	AUTO TAGGING LICENSE PAYMENT	USD	\$ 9.00
73836	PERFORMANCE LICENSE PAYMENT	PERFORMANCE LICENSE PAYMENT	USD	\$ 9.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	USD	\$ 39.00
73838	PROSECUTOR PROFESSIONAL ACCESS LICENSE	PROSECUTOR PROFESSIONAL ACCESS LICENSE	USD	\$ -
73839	PROSECUTOR PROFESSIONAL LICENSE PAYMENT	PROSECUTOR PROFESSIONAL LICENSE PAYMENT	USD	\$ 39.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	EVIDENCE.COM BASIC ACCESS LICENSE	USD	\$ -
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	EVIDENCE.COM BASIC LICENSE PAYMENT	USD	\$ 15.00
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	USD	\$ 89.00
73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	USD	\$ 35.85
73844	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 3	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 3	USD	\$ 12.25
73849	ADV USER MGT IMPLEMENTATION SERVICE	ADV USER MGT IMPLEMENTATION SERVICE	USD	\$ 10,000.00
73850	ADVANCE DIGITAL EVIDENCE MANAGEMENT ADD-ON LICENSE	ADVANCE DIGITAL EVIDENCE MANAGEMENT ADD-ON LICENSE	USD	\$ -
73851	ADVANCE DIGITAL EVIDENCE MANAGEMENT ADD-ON PAYMENT	ADVANCE DIGITAL EVIDENCE MANAGEMENT ADD-ON PAYMENT	USD	\$ 15.00
73853	DIGITAL EVIDENCE MANAGEMENT BUNDLE PAYMENT 101-250	DIGITAL EVIDENCE MANAGEMENT BUNDLE PAYMENT 101-250	USD	\$ 6,094.00
73854	DIGITAL EVIDENCE MANAGEMENT BUNDLE PAYMENT 251-500	DIGITAL EVIDENCE MANAGEMENT BUNDLE PAYMENT 251-500	USD	\$ 11,875.00
73855	DIGITAL EVIDENCE MANAGEMENT BUNDLE PAYMENT 1-100	DIGITAL EVIDENCE MANAGEMENT BUNDLE PAYMENT 1-100	USD	\$ 2,500.00
73857	DIGITAL EVIDENCE MANAGEMENT BUNDLE PAYMENT 501-1000	DIGITAL EVIDENCE MANAGEMENT BUNDLE PAYMENT 501-1000	USD	\$ 22,500.00
73858	DIGITAL EVIDENCE MANAGEMENT BUNDLE PAYMENT 1001-5000	DIGITAL EVIDENCE MANAGEMENT BUNDLE PAYMENT 1001-5000	USD	\$ 106,250.00
73859	DIGITAL EVIDENCE MANAGEMENT BUNDLE PAYMENT 5001-10000	DIGITAL EVIDENCE MANAGEMENT BUNDLE PAYMENT 5001-10000	USD	\$ 200,000.00
73860	DIGITAL EVIDENCE MANAGEMENT BUNDLE PAYMENT 10001 PLUS	DIGITAL EVIDENCE MANAGEMENT BUNDLE PAYMENT 10001 PLUS	USD	\$ 350,000.00
73870	DEMS ONLY PROFESSIONAL EVIDENCE.COM ENTERPRISE LICENSE	DEMS ONLY PROFESSIONAL EVIDENCE.COM ENTERPRISE LICENSE	USD	\$ -
73871	DEMS ONLY CITIZEN FOR COMMUNITIES LICENSE	DEMS ONLY CITIZEN FOR COMMUNITIES LICENSE	USD	\$ -
73872	DEMS ONLY REDACTION ASSISTANT LICENSE	DEMS ONLY REDACTION ASSISTANT LICENSE	USD	\$ -
73873	DEMS ONLY ADVANCE USER MANAGEMENT LICENSES	DEMS ONLY ADVANCE USER MANAGEMENT LICENSES	USD	\$ -
73874	DEMS ONLY ADV DIGITAL EVIDENCE MANAGEMENT ADD-ON	DEMS ONLY ADV DIGITAL EVIDENCE MANAGEMENT ADD-ON	USD	\$ -
73875	DEMS ONLY AUTO TAGGING LICENSE	DEMS ONLY AUTO TAGGING LICENSE	USD	\$ -
73880	2020 - OSP TASER CERT PLAN YEAR 6-10 PAYMENT Y6	2020 - OSP TASER CERT PLAN YEAR 6-10 PAYMENT Y6	USD	\$ 236.00
73881	2020 - OSP TASER CERT PLAN YEAR 6-10 PAYMENT Y7	2020 - OSP TASER CERT PLAN YEAR 6-10 PAYMENT Y7	USD	\$ 243.00
73882	2020 - OSP TASER CERT PLAN YEAR 6-10 PAYMENT Y8	2020 - OSP TASER CERT PLAN YEAR 6-10 PAYMENT Y8	USD	\$ 250.25
73883	2020 - OSP TASER CERT PLAN YEAR 6-10 PAYMENT Y9	2020 - OSP TASER CERT PLAN YEAR 6-10 PAYMENT Y9	USD	\$ 257.75
73884	2020 - OSP TASER CERT PLAN YEAR 6-10 PAYMENT Y10	2020 - OSP TASER CERT PLAN YEAR 6-10 PAYMENT Y10	USD	\$ 265.50
73885	2020 - OSP 7 + 10 YEAR BUNDLE	2020 - OSP 7 + 10 YEAR BUNDLE	USD	\$ -
73890	RECORDS LICENSE, NON-OSP	RECORDS LICENSE, NON-OSP	USD	\$ -
73891	RECORDS LICENSE, NON-SWORN	RECORDS LICENSE, NON-SWORN	USD	\$ -
73892	STANDARDS LICENSE, NON-OSP	STANDARDS LICENSE, NON-OSP	USD	\$ -
73893	STANDARDS LICENSE, NON-SWORN	STANDARDS LICENSE, NON-SWORN	USD	\$ -
73896	STANDARDS SERVICE, BASIC	STANDARDS SERVICE, BASIC	USD	\$ 10,000.00
73897	STANDARDS SERVICE, PREMIUM	STANDARDS SERVICE, PREMIUM	USD	\$ 20,000.00
73924	OSP7 FOR CORRECTIONS (POST) PLAN BUNDLE	OSP7 FOR CORRECTIONS (POST) PLAN BUNDLE	USD	\$ -
73925	OSP7 FOR CORRECTIONS (POST) BUNDLE PAYMENT	OSP7 FOR CORRECTIONS (POST) BUNDLE PAYMENT	USD	\$ 357.00
73926	OSP7 FOR CORRECTIONS (POST) TRUE-UP PAYMENT	OSP7 FOR CORRECTIONS (POST) TRUE-UP PAYMENT	USD	\$ 158.50
73927	OSP7 FOR CORRECTIONS PLAN BUNDLE HEADER	OSP7 FOR CORRECTIONS PLAN BUNDLE HEADER	USD	\$ -
73928	OSP7 FOR CORRECTIONS BUNDLE PAYMENT	OSP7 FOR CORRECTIONS BUNDLE PAYMENT	USD	\$ 139.00
73929	OSP7 FOR CORRECTIONS TRUE-UP PAYMENT	OSP7 FOR CORRECTIONS TRUE-UP PAYMENT	USD	\$ 57.75



Product Code	Product Name	Product Description	List Price Currency	List Price
73930	OSP7 FOR CORRECTIONS (POST) BUNDLE HEADER - 10 YR	OSP7 FOR CORRECTIONS (POST) BUNDLE HEADER - 10 YR	USD	\$ -
73931	OSP7 FOR CORRECTIONS PLAN BUNDLE HEADER - 10 YEAR	OSP7 FOR CORRECTIONS PLAN BUNDLE HEADER - 10 YEAR	USD	\$ -
73932	OSP7 FOR CORRECTIONS (POST) TRUE-UP PAYMENT 2	OSP7 FOR CORRECTIONS (POST) TRUE-UP PAYMENT 2	USD	\$ 231.25
73933	OSP7 FOR CORRECTIONS TRUE-UP PAYMENT 2	OSP7 FOR CORRECTIONS TRUE-UP PAYMENT 2	USD	\$ 87.25
73940	OFFICER SAFETY PLAN 7+ PREMIUM BUNDLE	OFFICER SAFETY PLAN 7+ PREMIUM BUNDLE	USD	\$ -
73941	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT	USD	\$ 239.00
73942	OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP PAYMENT	OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP PAYMENT	USD	\$ 54.00
		OFFICER SAFETY PLAN 7+ PREMIUM 10 YR BUNDLE		
73943	OFFICER SAFETY PLAN 7+ PREMIUM 10 YR BUNDLE HEADER	OFFICER SAFETY PLAN 7+ PREMIUM 10 YR BUNDLE HEADER	USD	\$ -
73944	OFFICER SAFETY PLAN 7 + BUNDLE HEADER	OFFICER SAFETY PLAN 7 + BUNDLE HEADER	USD	\$ -
73945	OFFICER SAFETY PLAN 7 + 10 YEAR BUNDLE HEADER	OFFICER SAFETY PLAN 7 + 10 YEAR BUNDLE HEADER	USD	\$ -
73946	OFFICER SAFETY PLAN 7 BUNDLE HEADER	OFFICER SAFETY PLAN 7 BUNDLE HEADER	USD	\$ -
73947	OFFICER SAFETY PLAN 7 10 YEAR BUNDLE HEADER	OFFICER SAFETY PLAN 7 10 YEAR BUNDLE HEADER	USD	\$ -
73948	OSP7 UPGRADE BUNDLE HEADER	OSP7 UPGRADE BUNDLE HEADER	USD	\$ -
73950	OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP PAYMENT 2	OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP PAYMENT 2	USD	\$ 86.25
73951	OFFICER SAFETY PLAN 7 + TRUE UP PAYMENT 1	OFFICER SAFETY PLAN 7 + TRUE UP PAYMENT 1	USD	\$ 50.75
73952	OFFICER SAFETY PLAN 7 + TRUE UP PAYMENT 2	OFFICER SAFETY PLAN 7 + TRUE UP PAYMENT 2	USD	\$ 80.75
73953	OFFICER SAFETY PLAN 7 TRUE UP PAYMENT 1	OFFICER SAFETY PLAN 7 TRUE UP PAYMENT 1	USD	\$ 54.25
73954	OFFICER SAFETY PLAN 7 TRUE UP PAYMENT 2	OFFICER SAFETY PLAN 7 TRUE UP PAYMENT 2	USD	\$ 87.75
73955	OFFICER SAFETY PLAN STANDARD TRUE UP PAYMENT 1	OFFICER SAFETY PLAN STANDARD TRUE UP PAYMENT 1	USD	\$ 33.75
73956	OFFICER SAFETY PLAN STANDARD TRUE UP PAYMENT 2	OFFICER SAFETY PLAN STANDARD TRUE UP PAYMENT 2	USD	\$ 53.00
73957	OFFICER SAFETY PLAN 7 + PAYMENT	OFFICER SAFETY PLAN 7 + PAYMENT	USD	\$ 209.00
73958	OFFICER SAFETY PLAN 7 PAYMENT	OFFICER SAFETY PLAN 7 PAYMENT	USD	\$ 159.00
73959	OFFICER SAFETY PLAN PLUS YEAR 6-10 PAYMENT Y6	OFFICER SAFETY PLAN PLUS YEAR 6-10 PAYMENT Y6	USD	\$ 215.27
73960	OFFICER SAFETY PLAN PLUS YEAR 6-10 PAYMENT Y7	OFFICER SAFETY PLAN PLUS YEAR 6-10 PAYMENT Y7	USD	\$ 221.73
73961	OFFICER SAFETY PLAN PLUS YEAR 6-10 PAYMENT Y8	OFFICER SAFETY PLAN PLUS YEAR 6-10 PAYMENT Y8	USD	\$ 228.38
73962	OFFICER SAFETY PLAN PLUS YEAR 6-10 PAYMENT Y9	OFFICER SAFETY PLAN PLUS YEAR 6-10 PAYMENT Y9	USD	\$ 235.23
73963	OFFICER SAFETY PLAN PLUS YEAR 6-10 PAYMENT Y10	OFFICER SAFETY PLAN PLUS YEAR 6-10 PAYMENT Y10	USD	\$ 242.29
73964	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y6	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y6	USD	\$ 246.17
73965	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y7	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y7	USD	\$ 253.56
73966	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y8	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y8	USD	\$ 261.16
73967	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y9	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y9	USD	\$ 269.00
73968	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y10	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y10	USD	\$ 277.07
73969	OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP 1	OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP 1	USD	\$ 28.00
73970	OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP 2	OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP 2	USD	\$ 25.00
73971	OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP 3	OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP 3	USD	\$ 70.25
73972	OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP 4	OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP 4	USD	\$ 65.50
73973	OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP 5	OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP 5	USD	\$ 80.25
73974	OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP 6	OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP 6	USD	\$ 64.50
73975	OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP 7	OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP 7	USD	\$ 113.46
73976	OFFICER SAFETY PLAN 7 + TRUE UP 1	OFFICER SAFETY PLAN 7 + TRUE UP 1	USD	\$ 26.25
73977	OFFICER SAFETY PLAN 7 + TRUE UP 2	OFFICER SAFETY PLAN 7 + TRUE UP 2	USD	\$ 22.75
73978	OFFICER SAFETY PLAN 7 + TRUE UP 3	OFFICER SAFETY PLAN 7 + TRUE UP 3	USD	\$ 65.00
73979	OFFICER SAFETY PLAN 7 + TRUE UP 4	OFFICER SAFETY PLAN 7 + TRUE UP 4	USD	\$ 60.25
73980	OFFICER SAFETY PLAN 7 + TRUE UP 5	OFFICER SAFETY PLAN 7 + TRUE UP 5	USD	\$ 74.00
73981	OFFICER SAFETY PLAN 7 + TRUE UP 6	OFFICER SAFETY PLAN 7 + TRUE UP 6	USD	\$ 59.00
73982	OFFICER SAFETY PLAN 7 + TRUE UP 7	OFFICER SAFETY PLAN 7 + TRUE UP 7	USD	\$ 104.75
73983	OFFICER SAFETY PLAN 7 TRUE UP 1	OFFICER SAFETY PLAN 7 TRUE UP 1	USD	\$ 26.25
73984	OFFICER SAFETY PLAN 7 TRUE UP 2	OFFICER SAFETY PLAN 7 TRUE UP 2	USD	\$ 20.75
73985	OFFICER SAFETY PLAN 7 TRUE UP 3	OFFICER SAFETY PLAN 7 TRUE UP 3	USD	\$ 65.25
73986	OFFICER SAFETY PLAN 7 TRUE UP 4	OFFICER SAFETY PLAN 7 TRUE UP 4	USD	\$ 59.00
73987	OFFICER SAFETY PLAN 7 TRUE UP 5	OFFICER SAFETY PLAN 7 TRUE UP 5	USD	\$ 72.75
73988	OFFICER SAFETY PLAN 7 TRUE UP 6	OFFICER SAFETY PLAN 7 TRUE UP 6	USD	\$ 55.50
73989	OFFICER SAFETY PLAN 7 TRUE UP 7	OFFICER SAFETY PLAN 7 TRUE UP 7	USD	\$ 104.00
73990	OFFICER SAFETY PLAN 7 PAYMENT Y6	OFFICER SAFETY PLAN 7 PAYMENT Y6	USD	\$ 163.77
73991	OFFICER SAFETY PLAN 7 PAYMENT Y7	OFFICER SAFETY PLAN 7 PAYMENT Y7	USD	\$ 168.68
73992	OFFICER SAFETY PLAN 7 PAYMENT Y8	OFFICER SAFETY PLAN 7 PAYMENT Y8	USD	\$ 173.74
73993	OFFICER SAFETY PLAN 7 PAYMENT Y9	OFFICER SAFETY PLAN 7 PAYMENT Y9	USD	\$ 178.96
73994	OFFICER SAFETY PLAN 7 PAYMENT Y10	OFFICER SAFETY PLAN 7 PAYMENT Y10	USD	\$ 184.32
73995	OFFICER SAFETY PLAN 7 + PREMIUM 10Y PAYMENT Y1-5	OFFICER SAFETY PLAN 7 + PREMIUM 10Y PAYMENT Y1-5	USD	\$ 239.00
73996	OFFICER SAFETY PLAN 7 + 10Y PAYMENT Y1-5	OFFICER SAFETY PLAN 7 + 10Y PAYMENT Y1-5	USD	\$ 209.00
73997	OFFICER SAFETY PLAN 7 10Y PAYMENT Y1-5	OFFICER SAFETY PLAN 7 10Y PAYMENT Y1-5	USD	\$ 159.00
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD	\$ 522.00
74004	AXON CAMERA ASSEMBLY, OFFLINE, AXON BODY 2, BLK	AXON CAMERA ASSEMBLY, OFFLINE, AXON BODY 2, BLK	USD	\$ 731.00
74006	AXON CAMERA BATTERY PACK, AXON BODY 2, BLK	AXON CAMERA BATTERY PACK, AXON BODY 2, BLK	USD	\$ 40.80
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD	\$ 1,563.00
74009	AXON DOCK, SINGLE BAY + CORE, AXON BODY 2	AXON DOCK, SINGLE BAY + CORE, AXON BODY 2	USD	\$ 413.00
74010	AXON DOCK, 6 BAY, AXON BODY 2	AXON DOCK, 6 BAY, AXON BODY 2	USD	\$ 1,249.00
74011	AXON DOCK, SINGLE BAY, AXON BODY 2	AXON DOCK, SINGLE BAY, AXON BODY 2	USD	\$ 99.00
74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	USD	\$ 31.30



Product Code	Product Name	Product Description	List Price Currency	List Price
74019	Z-BRACKET MOUNT, WOMENS, AXON RAPIDLOCK	Z-BRACKET MOUNT, WOMENS, AXON RAPIDLOCK	USD	\$ 31.30
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD	\$ 31.30
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD	\$ 31.30
74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	USD	\$ 31.30
74023	LG POCKET MOUNT, 6 IN, AXON RAPIDLOCK	LG POCKET MOUNT, 6 IN, AXON RAPIDLOCK	USD	\$ 31.30
74024	BATTERY SYSTEM, AXON FLEET	BATTERY SYSTEM, AXON FLEET	USD	\$ 100.00
	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK,	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK,		
74026	CLICKFAST	CLICKFAST	USD	\$ 522.00
74027	Axon Fleet Dongle	Axon Fleet Dongle	USD	\$ 15.65
74028	WING CLIP MOUNT, AXON RAPIDLOCK	WING CLIP MOUNT, AXON RAPIDLOCK	USD	\$ 31.30
74032	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, YEL	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, YEL	USD	\$ 522.00
74033	AXON CAMERA ASSEMBLY, OFFLINE, AXON BODY 2, YEL	AXON CAMERA ASSEMBLY, OFFLINE, AXON BODY 2, YEL	USD	\$ 731.00
74034	TILT MOUNT, AXON RAPIDLOCK	TILT MOUNT, AXON RAPIDLOCK	USD	\$ 31.30
74035	ANCHOR MOUNT, VERTICAL, AXON RAPIDLOCK	ANCHOR MOUNT, VERTICAL, AXON RAPIDLOCK	USD	\$ 31.35
74036	ANCHOR MOUNT, HORIZONTAL, AXON RAPIDLOCK	ANCHOR MOUNT, HORIZONTAL, AXON RAPIDLOCK	USD	\$ 31.35
74047	2 YEAR TAP FLEX 2 CONTROLLER REPLACEMENT	2 YEAR TAP FLEX 2 CONTROLLER REPLACEMENT	USD	\$ -
74048	2.5 YEAR TAP FLEX 2 CONTROLLER REPLACEMENT	2.5 YEAR TAP FLEX 2 CONTROLLER REPLACEMENT	USD	\$ -
74049	3 YEAR TAP FLEX 2 CONTROLLER REPLACEMENT	3 YEAR TAP FLEX 2 CONTROLLER REPLACEMENT	USD	\$ -
74050	3.5 YEAR TAP FLEX 2 CONTROLLER REPLACEMENT	3.5 YEAR TAP FLEX 2 CONTROLLER REPLACEMENT	USD	\$ -
74051	4 YEAR TAP FLEX 2 CONTROLLER REPLACEMENT	4 YEAR TAP FLEX 2 CONTROLLER REPLACEMENT	USD	\$ -
74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	USD	\$ 14.30
74053	ADAPTER, FLEX 1 TO FLEX 2 DVR MOUNT	ADAPTER, FLEX 1 TO FLEX 2 DVR MOUNT	USD	\$ 13.60
74054	VELCRO MOUNT, RAPID LOCK	VELCRO MOUNT, RAPID LOCK	USD	\$ 19.90
74055	FIRE STROBE - RED	FIRE STROBE - RED	USD	\$ 222.00
74056	WALL MOUNT	WALL MOUNT	USD	\$ 64.00
74059	MOTION SENSOR ENCLOSURE ? COVERT CAMERA	MOTION SENSOR ENCLOSURE ? COVERT CAMERA	USD	\$ 135.00
74061	INTERVIEW ROOM 3 YR EXTENDED WARRANTY	INTERVIEW ROOM 3 YR EXTENDED WARRANTY	USD	\$ 732.00
74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY	INTERVIEW ROOM 5 YR EXTENDED WARRANTY	USD	\$ 1,297.00
74063	FLEET 2 NEW INSTALLATION (PER VEHICLE)	FLEET 2 NEW INSTALLATION (PER VEHICLE)	USD	\$ 1,200.00
74064	FLEET INSTALLATION, WAP INTEGRATION, 5 CONCURRENT	FLEET INSTALLATION, WAP INTEGRATION, 5 CONCURRENT	USD	\$ 18,745.00
		FLEET INSTALLATION, WAP INTEGRATION, 25		
74065	FLEET INSTALLATION, WAP INTEGRATION, 25 CONCURRENT	CONCURRENT	USD	\$ 32,980.00
74066	FLEET INSTALLATION, WIRELESS NETWORK SERVICES	FLEET INSTALLATION, WIRELESS NETWORK SERVICES	USD	\$ 1,000.00
74074	WI-FI OFFLOAD SERVER HARDWARE	WI-FI OFFLOAD SERVER HARDWARE	USD	\$ 3,500.00
74110	FLEET ETHERNET CABLE, CAT6, 25 FT	FLEET ETHERNET CABLE, CAT6, 25 FT	USD	\$ 25.00
74111	FIELD ENGINEERING SERVICES (DAY RATE), TRAVEL	FIELD ENGINEERING SERVICES (DAY RATE), TRAVEL	USD	\$ 3,500.00
	INTERVIEW COVERT ENCLOSURE - EMERGENCY LIGHTING UNIT,	INTERVIEW COVERT ENCLOSURE - EMERGENCY LIGHTING		
74112	BLACK	UNIT, BLACK	USD	\$ 168.00
	INTERVIEW COVERT ENCLOSURE - SMOKE DETECTOR, CEILING	INTERVIEW COVERT ENCLOSURE - SMOKE DETECTOR,		
74113	MOUNTED	CEILING MOUNTED	USD	\$ 121.00
74114	Interview Covert Enclosure - Motion Sensor	Interview Covert Enclosure - Motion Sensor	USD	\$ 115.00
74115	INTERVIEW COVERT ENCLOSURE - FIRE STROBE, RED	INTERVIEW COVERT ENCLOSURE - FIRE STROBE, RED	USD	\$ 190.00
	INTERVIEW COVERT ENCLOSURE - AV WALL PLATE, FLUSH	INTERVIEW COVERT ENCLOSURE - AV WALL PLATE, FLUSH		
74116	MOUNTED	MOUNTED	USD	\$ 121.00
74118	INTERVIEW COVERT ENCLOSURE - THERMOSTAT	INTERVIEW COVERT ENCLOSURE - THERMOSTAT	USD	\$ 210.00
74210	AXON BODY 3 - 8 BAY DOCK	AXON BODY 3 - 8 BAY DOCK	USD	\$ 1,495.00
74211	AXON BODY 3 - 1 BAY DOCK	AXON BODY 3 - 1 BAY DOCK	USD	\$ 200.00
74214	AXON BODY 3 - 8 BAY DOCK W/O POWER SUPPLY	AXON BODY 3 - 8 BAY DOCK W/O POWER SUPPLY	USD	\$ 1,495.00
74300	FLOCK SAFETY ALPR CAMERA SYSTEM	FLOCK SAFETY ALPR CAMERA SYSTEM	USD	\$ -
74301	FLOCK SAFETY ALPR CAMERA SYSTEM PAYMENT	FLOCK SAFETY ALPR CAMERA SYSTEM PAYMENT	USD	\$ 208.00
74302	FLOCK SAFETY ALPR CAMERA SYSTEM INSTALLATION	FLOCK SAFETY ALPR CAMERA SYSTEM INSTALLATION	USD	\$ 250.00
74310	FLOCK CAMERA REFERRAL	FLOCK CAMERA REFERRAL	USD	\$ -
74311	FLOCK CAMERA REFERRAL FEE MONTHLY PAYMENT	FLOCK CAMERA REFERRAL FEE MONTHLY PAYMENT	USD	\$ 31.25
75009	4 YEAR EXTENDED WARRANTY FLEX 2	4 YEAR EXTENDED WARRANTY FLEX 2	USD	\$ 626.00
75010	MASTER INSTRUCTOR SCHOOL	MASTER INSTRUCTOR SCHOOL	USD	\$ 1,495.00
75020	CROUZET BM1R16MV1, SIGNAL SIR	CROUZET BM1R16MV1, SIGNAL SIR	USD	\$ 65.00
75021	DIN RAIL, SIGNAL SIR	DIN RAIL, SIGNAL SIR	USD	\$ 4.00
75022	REPAIR KIT, RAPIDLOCK SCREW, BODY 3	REPAIR KIT, RAPIDLOCK SCREW, BODY 3	USD	\$ 10.00
		AUTO TAGGING / PERFORMANCE IMPLEMENTATION		
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	SERVICE	USD	\$ -
8 Room: One Camera Interview Room Bundle	8 Room: One Camera Interview Room Bundle	8 Room: One Camera Interview Room Bundle	USD	\$ -
80004	TARGET, CONDUCTIVE, 2 PART, TOP AND BOTTOM	TARGET, CONDUCTIVE, 2 PART, TOP AND BOTTOM	USD	\$ 36.05
80021	PRO EVIDENCE.COM LICENSE: 5 YEAR	PRO EVIDENCE.COM LICENSE: 5 YEAR	USD	\$ 2,340.00
80041	ADV USER MANAGEMENT ADD-ON: 5 YEAR	ADV USER MANAGEMENT ADD-ON: 5 YEAR	USD	\$ 600.00
80061	API PLATFORM ADD-ON: 5 YEAR	API PLATFORM ADD-ON: 5 YEAR	USD	\$ -
	OFFICER SAFETY PLAN STANDARD BWC AND CEW BUNDLE: 5	OFFICER SAFETY PLAN STANDARD BWC AND CEW BUNDLE:		
80074	YEAR	5 YEAR	USD	\$ 6,897.00



Product Code	Product Name	Product Description	List Price Currency	List Price
80108	5 YEAR OFFICER SAFETY PLAN STANDARD FLEX 2 CAMERA	5 YEAR OFFICER SAFETY PLAN STANDARD FLEX 2 CAMERA	USD	\$ -
80111	5 YEAR OFFICER SAFETY PLAN STANDARD 6-BAY DOCK AB2	5 YEAR OFFICER SAFETY PLAN STANDARD 6-BAY DOCK AB2	USD	\$ -
80114	5 YEAR OFFICER SAFETY PLAN STANDARD AXON 1-BAY DOCK	5 YEAR OFFICER SAFETY PLAN STANDARD AXON 1-BAY DOCK	USD	\$ -
80117	FIVE YEAR OFFICER SAFETY PLAN STANDARD FLEX 2 CONTROLLER	FIVE YEAR OFFICER SAFETY PLAN STANDARD FLEX 2 CONTROLLER	USD	\$ -
80118	2 YEAR EXTENDED WARRANTY FLEX 2 CAMERA	2 YEAR EXTENDED WARRANTY FLEX 2 CAMERA	USD	\$ 318.00
80124	2 YEAR EXTENDED WARRANTY DOCK FLEX 2, SINGLE BAY + CORE	2 YEAR EXTENDED WARRANTY DOCK FLEX 2, SINGLE BAY + CORE	USD	\$ 138.00
80125	2 YEAR EXTENDED WARRANTY DOCK FLEX 2, 6 BAY + CORE	2 YEAR EXTENDED WARRANTY DOCK FLEX 2, 6 BAY + CORE	USD	\$ 528.00
80129	SIGNAL OR ROUTER ONLY INSTALLATION (PER VEHICLE)	SIGNAL OR ROUTER ONLY INSTALLATION (PER VEHICLE)	USD	\$ 250.00
80131	FLEET 2 ONLY TRAIN THE TRAINER (2 DAYS ONSITE)	FLEET 2 ONLY TRAIN THE TRAINER (2 DAYS ONSITE)	USD	\$ 6,000.00
80134	1 DAY, TRAIN THE INSTALLER, SIGNAL INSTALLATION, PER SITE	1 DAY, TRAIN THE INSTALLER, SIGNAL INSTALLATION, PER SITE	USD	\$ 2,000.00
80146	VIRTUAL BODYCAM STARTER	VIRTUAL BODYCAM STARTER	USD	\$ 1,000.00
80173	FLEET 2 TAP PAYMENT: 5 YEAR UPFRONT	FLEET 2 TAP PAYMENT: 5 YEAR UPFRONT	USD	\$ 2,400.00
80174	FLEET 2 TAP PAYMENT: YEAR 1	FLEET 2 TAP PAYMENT: YEAR 1	USD	\$ 480.00
80175	FLEET 2 TAP PAYMENT: YEAR 2	FLEET 2 TAP PAYMENT: YEAR 2	USD	\$ 480.00
80176	FLEET 2 TAP PAYMENT: YEAR 3	FLEET 2 TAP PAYMENT: YEAR 3	USD	\$ 480.00
80177	FLEET 2 TAP PAYMENT: YEAR 4	FLEET 2 TAP PAYMENT: YEAR 4	USD	\$ 480.00
80178	FLEET 2 TAP PAYMENT: YEAR 5	FLEET 2 TAP PAYMENT: YEAR 5	USD	\$ 480.00
80179	FLEET 2 TAP TRUE-UP PAYMENT	FLEET 2 TAP TRUE-UP PAYMENT	USD	\$ 58.00
80181	EXTENDED WARRANTY, 4 YEAR, FLEET 2 KIT	EXTENDED WARRANTY, 4 YEAR, FLEET 2 KIT	USD	\$ 312.00
80182	EXTENDED WARRANTY, 4 YEAR, FLEET 2 FRONT CAMERA SYSTEM	EXTENDED WARRANTY, 4 YEAR, FLEET 2 FRONT CAMERA SYSTEM	USD	\$ 76.00
80183	EXTENDED WARRANTY, 4 YEAR, FLEET 2 REAR CAMERA SYSTEM	EXTENDED WARRANTY, 4 YEAR, FLEET 2 REAR CAMERA SYSTEM	USD	\$ 76.00
80184	CONTROLLER	CONTROLLER	USD	\$ 36.00
80185	EXTENDED WARRANTY, 4 YEAR, FLEET 2 JUNCTION BOX	EXTENDED WARRANTY, 4 YEAR, FLEET 2 JUNCTION BOX	USD	\$ 16.00
80190	Evidence.com Channel Services	Evidence.com Channel Services	USD	\$ 5,000.00
80206	FLEET WIRELESS MICROPHONE - 4 YEAR EXTENDED WARRANTY	FLEET WIRELESS MICROPHONE - 4 YEAR EXTENDED WARRANTY	USD	\$ 41.80
80213	FLEET WIRELESS MICROPHONE BUNDLE PAYMENT	FLEET WIRELESS MICROPHONE BUNDLE PAYMENT	USD	\$ 6.00
80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	FLEET EVIDENCE.COM UNLIMITED STORAGE	USD	\$ -
80215	FLEET EVIDENCE.COM UNLIMITED STORAGE PAYMENT	FLEET EVIDENCE.COM UNLIMITED STORAGE PAYMENT	USD	\$ 34.00
80216	FLEET 2 UNLIMITED 60 PAYMENT	FLEET 2 UNLIMITED 60 PAYMENT	USD	\$ 99.00
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	FLEET 2 UNLIMITED WITH TAP PAYMENT	USD	\$ 129.00
80218	WI-FI OFFLOAD, SOFTWARE LICENSE MAINTENANCE	WI-FI OFFLOAD, SOFTWARE LICENSE MAINTENANCE	USD	\$ -
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	USD	\$ 50.00
80221	FLEET EVIDENCE.COM LICENSE	FLEET EVIDENCE.COM LICENSE	USD	\$ -
80222	FLEET EVIDENCE.COM LICENSE PAYMENT	FLEET EVIDENCE.COM LICENSE PAYMENT	USD	\$ 29.00
80223	INACTIVE CHANNEL ACCESS LICENSE	INACTIVE CHANNEL ACCESS LICENSE	USD	\$ -
80224	INACTIVE CHANNEL ACCESS PAYMENT	INACTIVE CHANNEL ACCESS PAYMENT	USD	\$ 5,000.00
80225	ACTIVE CHANNEL ACCESS LICENSE	ACTIVE CHANNEL ACCESS LICENSE	USD	\$ -
80226	ACTIVE CHANNEL ACCESS PAYMENT	ACTIVE CHANNEL ACCESS PAYMENT	USD	\$ 417.00
80227	RESPOND DEVICE VIEW-ONLY ACCESS	RESPOND DEVICE VIEW-ONLY ACCESS	USD	\$ -
80228	RESPOND DEVICE VIEW-ONLY PAYMENT	RESPOND DEVICE VIEW-ONLY PAYMENT	USD	\$ -
80270	EXTENDED WARRANTY, 4 YEAR, FLEET 2 SIGNAL UNIT	EXTENDED WARRANTY, 4 YEAR, FLEET 2 SIGNAL UNIT	USD	\$ 55.80
80271	EXTENDED WARRANTY, 4 YEAR, FLEET 2 BATTERY SYSTEM	EXTENDED WARRANTY, 4 YEAR, FLEET 2 BATTERY SYSTEM	USD	\$ 20.00
80275	AXON COMMANDER, PRO LICENSE, SMA	AXON COMMANDER, PRO LICENSE, SMA	USD	\$ -
80276	AXON COMMANDER PRO LICENSE, SMA PAYMENT	AXON COMMANDER PRO LICENSE, SMA PAYMENT	USD	\$ 22.91
80277	AXON COMMANDER, PRO LICENSE, TERM	AXON COMMANDER, PRO LICENSE, TERM	USD	\$ -
80278	AXON COMMANDER, PRO LICENSE, TERM PAYMENT	AXON COMMANDER, PRO LICENSE, TERM PAYMENT	USD	\$ 39.00
80279	AXON COMMANDER, CAMERA LICENSE, SMA	AXON COMMANDER, CAMERA LICENSE, SMA	USD	\$ -
80280	AXON COMMANDER CAMERA LICENSE, SMA PAYMENT	AXON COMMANDER CAMERA LICENSE, SMA PAYMENT	USD	\$ 7.50
80281	COMMANDER CAMERA LICENSE, TERM	COMMANDER CAMERA LICENSE, TERM	USD	\$ -
80282	AXON COMMANDER, CAMERA LICENSE, TERM PAYMENT	AXON COMMANDER, CAMERA LICENSE, TERM PAYMENT	USD	\$ 10.00
80283	COMMANDER - TASER 7 - TERM LICENSE	COMMANDER - TASER 7 - TERM LICENSE	USD	\$ -
80284	COMMANDER - TASER 7 - TERM LICENSE PAYMENT	COMMANDER - TASER 7 - TERM LICENSE PAYMENT	USD	\$ 5.00
80285	COMMANDER - TASER 7 - PERPETUAL LICENSE SMA	COMMANDER - TASER 7 - PERPETUAL LICENSE SMA	USD	\$ -
80286	COMMANDER - TASER 7 - PERPETUAL LICENSE SMA PAYMENT	COMMANDER - TASER 7 - PERPETUAL LICENSE SMA PAYMENT	USD	\$ 87.00
80290	AXON COMMANDER, BASIC LICENSE, TERM ACCESS	AXON COMMANDER, BASIC LICENSE, TERM ACCESS	USD	\$ -
80291	AXON COMMANDER BASIC LICENSE, TERM PAYMENT	AXON COMMANDER BASIC LICENSE, TERM PAYMENT	USD	\$ 15.00
80292	AXON COMMANDER CAMERA LICENSE, PERPETUAL PAYMENT	AXON COMMANDER CAMERA LICENSE, PERPETUAL PAYMENT	USD	\$ 360.00
80293	AXON COMMANDER PRO LICENSE PERPETUAL PAYMENT	AXON COMMANDER PRO LICENSE PERPETUAL PAYMENT	USD	\$ 1,100.00



Product Code	Product Name	Product Description	List Price Currency	List Price
80294	AXON COMMANDER SERVER PERPETUAL LICENSE ACCESS	AXON COMMANDER SERVER PERPETUAL LICENSE ACCESS	USD	\$ -
80295	AXON COMMANDER SERVER PERPETUAL LICENSE PAYMENT	AXON COMMANDER SERVER PERPETUAL LICENSE PAYMENT	USD	\$ 2,500.00
80296	AXON COMMANDER SERVER SMA ACCESS	AXON COMMANDER SERVER SMA ACCESS	USD	\$ -
80297	AXON COMMANDER SERVER SMA PAYMENT	AXON COMMANDER SERVER SMA PAYMENT	USD	\$ 53.00
80298	AXON COMMANDER SERVER TERM LICENSE ACCESS	AXON COMMANDER SERVER TERM LICENSE ACCESS	USD	\$ -
80299	AXON COMMANDER SERVER TERM LICENSE PAYMENT	AXON COMMANDER SERVER TERM LICENSE PAYMENT	USD	\$ 42.00
80320	PEO ADD-ON ACCESS	PEO ADD-ON ACCESS	USD	\$ -
80321	PEO ADD-ON PAYMENT	PEO ADD-ON PAYMENT	USD	\$ 9.00
80322	LIVE STREAMING ADD-ON ACCESS	LIVE STREAMING ADD-ON ACCESS	USD	\$ -
80323	LIVE STREAMING ADD-ON PAYMENT	LIVE STREAMING ADD-ON PAYMENT	USD	\$ 9.00
80325	EXTENDED WARRANTY, 1 YEAR, FLEET 2 BATTERY SYSTEM	EXTENDED WARRANTY, 1 YEAR, FLEET 2 BATTERY SYSTEM	USD	\$ 5.00
80326	EXT WARRANTY, 1 YEAR, FLEET 2 FRONT CAMERA SYSTEM	EXT WARRANTY, 1 YEAR, FLEET 2 FRONT CAMERA SYSTEM	USD	\$ 19.00
80327	EXTENDED WARRANTY, 1 YEAR, FLEET 2 JUNCTION BOX	EXTENDED WARRANTY, 1 YEAR, FLEET 2 JUNCTION BOX	USD	\$ 4.00
80328	EXTENDED WARRANTY, 1 YEAR, FLEET 2 KIT	EXTENDED WARRANTY, 1 YEAR, FLEET 2 KIT	USD	\$ 78.00
80329	EXT WARRANTY, 1 YEAR, FLEET 2 REAR CAM CONTROLLER	EXT WARRANTY, 1 YEAR, FLEET 2 REAR CAM CONTROLLER	USD	\$ 9.00
80330	EXT WARRANTY, 1 YEAR, FLEET 2 REAR CAMERA SYSTEM	EXT WARRANTY, 1 YEAR, FLEET 2 REAR CAMERA SYSTEM	USD	\$ 19.00
80331	EXTENDED WARRANTY, 1 YEAR, FLEET 2 SIGNAL UNIT	EXTENDED WARRANTY, 1 YEAR, FLEET 2 SIGNAL UNIT	USD	\$ 13.95
80332	EXTENDED WARRANTY, 1 YEAR,EVIDENCE.COM DOCK, CORE	EXTENDED WARRANTY, 1 YEAR,EVIDENCE.COM DOCK, CORE	USD	\$ 15.70
80333	EXTENDED WARRANTY, 2 YEAR, FLEET 2 BATTERY SYSTEM	EXTENDED WARRANTY, 2 YEAR, FLEET 2 BATTERY SYSTEM	USD	\$ 10.00
80334	EXT WARRANTY, 2 YEAR, FLEET 2 FRONT CAMERA SYSTEM	EXT WARRANTY, 2 YEAR, FLEET 2 FRONT CAMERA SYSTEM	USD	\$ 38.00
80335	EXTENDED WARRANTY, 2 YEAR, FLEET 2 JUNCTION BOX	EXTENDED WARRANTY, 2 YEAR, FLEET 2 JUNCTION BOX	USD	\$ 8.00
80336	EXTENDED WARRANTY, 2 YEAR, FLEET 2 KIT	EXTENDED WARRANTY, 2 YEAR, FLEET 2 KIT	USD	\$ 156.00
80337	EXT WARRANTY, 2 YEAR, FLEET 2 REAR CAM CONTROLLER	EXT WARRANTY, 2 YEAR, FLEET 2 REAR CAM CONTROLLER	USD	\$ 18.00
80338	EXT WARRANTY, 2 YEAR, FLEET 2 REAR CAMERA SYSTEM	EXT WARRANTY, 2 YEAR, FLEET 2 REAR CAMERA SYSTEM	USD	\$ 38.00
80339	EXTENDED WARRANTY, 2 YEAR, FLEET 2 SIGNAL UNIT	EXTENDED WARRANTY, 2 YEAR, FLEET 2 SIGNAL UNIT	USD	\$ 27.90
80340	EXTENDED WARRANTY, 3 YEAR, FLEET 2 BATTERY SYSTEM	EXTENDED WARRANTY, 3 YEAR, FLEET 2 BATTERY SYSTEM	USD	\$ 15.00
80341	EXT WARRANTY, 3 YEAR, FLEET 2 FRONT CAMERA SYSTEM	EXT WARRANTY, 3 YEAR, FLEET 2 FRONT CAMERA SYSTEM	USD	\$ 57.00
80342	EXTENDED WARRANTY, 3 YEAR, FLEET 2 JUNCTION BOX	EXTENDED WARRANTY, 3 YEAR, FLEET 2 JUNCTION BOX	USD	\$ 12.00
80343	EXTENDED WARRANTY, 3 YEAR, FLEET 2 KIT	EXTENDED WARRANTY, 3 YEAR, FLEET 2 KIT	USD	\$ 234.00
80344	EXT WARRANTY, 3 YEAR, FLEET 2 REAR CAM CONTROLLER	EXT WARRANTY, 3 YEAR, FLEET 2 REAR CAM CONTROLLER	USD	\$ 27.00
80345	EXT WARRANTY, 3 YEAR, FLEET 2 REAR CAMERA SYSTEM	EXT WARRANTY, 3 YEAR, FLEET 2 REAR CAMERA SYSTEM	USD	\$ 57.00
80346	EXTENDED WARRANTY, 3 YEAR, FLEET 2 SIGNAL UNIT	EXTENDED WARRANTY, 3 YEAR, FLEET 2 SIGNAL UNIT	USD	\$ 41.85
80347	EXTENDED WARRANTY, 3 YEAR, EVIDENCE.COM DOCK, CORE	EXTENDED WARRANTY, 3 YEAR, EVIDENCE.COM DOCK, CORE	USD	\$ 47.10
80348	EXT WARRANTY, 1 YEAR, FLEET WIRELESS MICROPHONE	EXT WARRANTY, 1 YEAR, FLEET WIRELESS MICROPHONE	USD	\$ 10.45
80349	EXT WARRANTY, 2 YEAR, FLEET WIRELESS MICROPHONE	EXT WARRANTY, 2 YEAR, FLEET WIRELESS MICROPHONE	USD	\$ 20.90
80350	EXT WARRANTY, 3 YEAR, FLEET WIRELESS MICROPHONE	EXT WARRANTY, 3 YEAR, FLEET WIRELESS MICROPHONE	USD	\$ 31.35
80351	EXT WARRANTY, FLEET 3, 2 CAMERA KIT, 1 YEAR	EXT WARRANTY, FLEET 3, 2 CAMERA KIT, 1 YEAR	USD	\$ 107.50
80352	EXT WARRANTY, FLEET 3, 2 CAMERA KIT, 2 YEARS	EXT WARRANTY, FLEET 3, 2 CAMERA KIT, 2 YEARS	USD	\$ 215.00
80353	EXT WARRANTY, FLEET 3, 2 CAMERA KIT, 3 YEARS	EXT WARRANTY, FLEET 3, 2 CAMERA KIT, 3 YEARS	USD	\$ 322.50
80354	EXT WARRANTY, FLEET 3, CHARGING BASE, 1 YEAR	EXT WARRANTY, FLEET 3, CHARGING BASE, 1 YEAR	USD	\$ 12.25
80355	EXT WARRANTY, FLEET 3, CHARGING BASE, 2 YEARS	EXT WARRANTY, FLEET 3, CHARGING BASE, 2 YEARS	USD	\$ 24.50
80356	EXT WARRANTY, FLEET 3, CHARGING BASE, 3 YEARS	EXT WARRANTY, FLEET 3, CHARGING BASE, 3 YEARS	USD	\$ 36.75
80357	EXT WARRANTY, FLEET 3, DUAL-VIEW CAMERA, 1 YEAR	EXT WARRANTY, FLEET 3, DUAL-VIEW CAMERA, 1 YEAR	USD	\$ 28.75
80358	EXT WARRANTY, FLEET 3, DUAL-VIEW CAMERA, 2 YEARS	EXT WARRANTY, FLEET 3, DUAL-VIEW CAMERA, 2 YEARS	USD	\$ 57.50
80359	EXT WARRANTY, FLEET 3, DUAL-VIEW CAMERA, 3 YEARS	EXT WARRANTY, FLEET 3, DUAL-VIEW CAMERA, 3 YEARS	USD	\$ 86.25
80360	EXT WARRANTY, FLEET 3, HUB, 1 YEAR	EXT WARRANTY, FLEET 3, HUB, 1 YEAR	USD	\$ 53.75
80361	EXT WARRANTY, FLEET 3, HUB, 2 YEARS	EXT WARRANTY, FLEET 3, HUB, 2 YEARS	USD	\$ 107.50
80362	EXT WARRANTY, FLEET 3, HUB, 3 YEARS	EXT WARRANTY, FLEET 3, HUB, 3 YEARS	USD	\$ 161.25
80363	EXT WARRANTY, FLEET 3, INTERIOR CAMERA, 1 YEAR	EXT WARRANTY, FLEET 3, INTERIOR CAMERA, 1 YEAR	USD	\$ 25.00
80364	EXT WARRANTY, FLEET 3, INTERIOR CAMERA, 2 YEARS	EXT WARRANTY, FLEET 3, INTERIOR CAMERA, 2 YEARS	USD	\$ 50.00
80365	EXT WARRANTY, FLEET 3, INTERIOR CAMERA, 3 YEARS	EXT WARRANTY, FLEET 3, INTERIOR CAMERA, 3 YEARS	USD	\$ 75.00
80366	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT, 1 YEAR	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT, 1 YEAR	USD	\$ 24.50
80367	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT, 2 YEARS	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT, 2 YEARS	USD	\$ 49.00
80368	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT, 3 YEARS	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT, 3 YEARS	USD	\$ 73.50
80369	EXT WARRANTY, FLEET 3, WIRELESS MIC, 1 YEAR	EXT WARRANTY, FLEET 3, WIRELESS MIC, 1 YEAR	USD	\$ 12.25
80370	EXT WARRANTY, FLEET 3, WIRELESS MIC, 2 YEARS	EXT WARRANTY, FLEET 3, WIRELESS MIC, 2 YEARS	USD	\$ 24.50
80371	EXT WARRANTY, FLEET 3, WIRELESS MIC, 3 YEARS	EXT WARRANTY, FLEET 3, WIRELESS MIC, 3 YEARS	USD	\$ 36.75
80400	FLEET, VEHICLE LICENSE, ACCESS	FLEET, VEHICLE LICENSE, ACCESS	USD	\$ -
80401	FLEET 3, ALPR LICENSE, 1 CAMERA, ACCESS	FLEET 3, ALPR LICENSE, 1 CAMERA, ACCESS	USD	\$ -
80402	RESPOND DEVICE LICENSE - FLEET 3 - ACCESS	RESPOND DEVICE LICENSE - FLEET 3 - ACCESS	USD	\$ -



Product Code	Product Name	Product Description	List Price Currency	List Price
80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, ACCESS	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, ACCESS	USD	\$ -
80420	TAP, FLEET 3, INTERIOR CAMERA, 1 REFRESH ACCESS	TAP, FLEET 3, INTERIOR CAMERA, 1 REFRESH ACCESS	USD	\$ -
80421	TAP, FLEET 3, HUB, 1 REFRESH ACCESS	TAP, FLEET 3, HUB, 1 REFRESH ACCESS	USD	\$ -
80422	TAP, FLEET 3, WIRELESS MIC, 1 REFRESH ACCESS	TAP, FLEET 3, WIRELESS MIC, 1 REFRESH ACCESS	USD	\$ -
80423	TAP, FLEET 3, CHARGING BASE, 1 REFRESH ACCESS	TAP, FLEET 3, CHARGING BASE, 1 REFRESH ACCESS	USD	\$ -
80424	TAP, FLEET 3, WIRELESS MIC KIT, 1 REFRESH ACCESS	TAP, FLEET 3, WIRELESS MIC KIT, 1 REFRESH ACCESS	USD	\$ -
80425	TAP, FLEET 3, 2 CAMERA KIT, 1 REFRESH ACCESS	TAP, FLEET 3, 2 CAMERA KIT, 1 REFRESH ACCESS	USD	\$ -
80426	TAP, FLEET 3, DUAL-VIEW CAMERA 1 REFRESH ACCESS	TAP, FLEET 3, DUAL-VIEW CAMERA 1 REFRESH ACCESS	USD	\$ -
80440	FLEET, EVIDENCE LICENSE 1 CAMERA STORAGE, PAYMENT	FLEET, EVIDENCE LICENSE 1 CAMERA STORAGE, PAYMENT	USD	\$ 17.00
80441	FLEET 3, ALPR LICENSE, 1 CAMERA, PAYMENT	FLEET 3, ALPR LICENSE, 1 CAMERA, PAYMENT	USD	\$ 49.00
80442	RESPOND DEVICE LICENSE - FLEET 3 - PAYMENT	RESPOND DEVICE LICENSE - FLEET 3 - PAYMENT	USD	\$ 15.00
80443	TAP, FLEET 3, DUAL-VIEW CAMERA 1 REFRESH PAYMENT	TAP, FLEET 3, DUAL-VIEW CAMERA 1 REFRESH PAYMENT	USD	\$ 13.00
80444	TAP, FLEET 3, INTERIOR CAMERA, 1 REFRESH PAYMENT	TAP, FLEET 3, INTERIOR CAMERA, 1 REFRESH PAYMENT	USD	\$ 11.00
80445	TAP, FLEET 3, HUB, 1 REFRESH PAYMENT	TAP, FLEET 3, HUB, 1 REFRESH PAYMENT	USD	\$ 24.00
80446	TAP, FLEET 3, WIRELESS MIC, 1 REFRESH PAYMENT	TAP, FLEET 3, WIRELESS MIC, 1 REFRESH PAYMENT	USD	\$ 5.50
80447	TAP, FLEET 3, CHARGING BASE, 1 REFRESH PAYMENT	TAP, FLEET 3, CHARGING BASE, 1 REFRESH PAYMENT	USD	\$ 5.50
80448	TAP, FLEET 3, WIRELESS MIC KIT, 1 REFRESH PAYMENT	TAP, FLEET 3, WIRELESS MIC KIT, 1 REFRESH PAYMENT	USD	\$ 12.00
80449	TAP, FLEET 3, 2 CAMERA KIT, 1 REFRESH PAYMENT	TAP, FLEET 3, 2 CAMERA KIT, 1 REFRESH PAYMENT	USD	\$ 52.50
80450	TAP, FLEET 3, DUAL-VIEW CAMERA 1 REFRESH TRUE UP	TAP, FLEET 3, DUAL-VIEW CAMERA 1 REFRESH TRUE UP	USD	\$ 11.15
80451	TAP, FLEET 3, INTERIOR CAMERA, 1 REFRESH TRUE UP	TAP, FLEET 3, INTERIOR CAMERA, 1 REFRESH TRUE UP	USD	\$ 9.35
80452	TAP, FLEET 3, HUB, 1 REFRESH TRUE UP	TAP, FLEET 3, HUB, 1 REFRESH TRUE UP	USD	\$ 20.50
80453	TAP, FLEET 3, WIRELESS MIC, 1 REFRESH TRUE UP	TAP, FLEET 3, WIRELESS MIC, 1 REFRESH TRUE UP	USD	\$ 4.75
80454	TAP, FLEET 3, CHARGING BASE, 1 REFRESH TRUE UP	TAP, FLEET 3, CHARGING BASE, 1 REFRESH TRUE UP	USD	\$ 4.75
80455	TAP, FLEET 3, WIRELESS MIC KIT, 1 REFRESH TRUE UP	TAP, FLEET 3, WIRELESS MIC KIT, 1 REFRESH TRUE UP	USD	\$ 10.50
80456	TAP, FLEET 3, 2 CAMERA KIT, 1 REFRESH TRUE UP	TAP, FLEET 3, 2 CAMERA KIT, 1 REFRESH TRUE UP	USD	\$ 45.50
80457	FLEET 3 BASIC PAYMENT	FLEET 3 BASIC PAYMENT	USD	\$ 129.00
80458	FLEET 3 BASIC WITH TAP PAYMENT	FLEET 3 BASIC WITH TAP PAYMENT	USD	\$ 169.00
80459	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	USD	\$ 208.00
80460	FLEET 3 BASIC TRUE UP	FLEET 3 BASIC TRUE UP	USD	\$ 78.00
80461	FLEET 3 BASIC WITH TAP TRUE UP	FLEET 3 BASIC WITH TAP TRUE UP	USD	\$ 115.75
80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	USD	\$ 108.00
80463	FLEET, VEHICLE LICENSE, PAYMENT	FLEET, VEHICLE LICENSE, PAYMENT	USD	\$ 20.00
80471	FLEET 3 ADVANCED RENEWAL WITH TAP	FLEET 3 ADVANCED RENEWAL WITH TAP	USD	\$ -
80472	FLEET 3 RENEWAL WITH TAP	FLEET 3 RENEWAL WITH TAP	USD	\$ -
80473	FLEET 3 RENEWAL	FLEET 3 RENEWAL	USD	\$ -
80474	FLEET 3 ADVANCED RENEWAL WITH TAP PAYMENT	FLEET 3 ADVANCED RENEWAL WITH TAP PAYMENT	USD	\$ 148.00
80475	FLEET 3 RENEWAL WITH TAP PAYMENT	FLEET 3 RENEWAL WITH TAP PAYMENT	USD	\$ 109.00
80476	FLEET 3 RENEWAL PAYMENT	FLEET 3 RENEWAL PAYMENT	USD	\$ 69.00
80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	USD	\$ 51.24
80478	FLEET 3 RENEWAL WITH TAP TRUE UP	FLEET 3 RENEWAL WITH TAP TRUE UP	USD	\$ 53.21
80479	FLEET 3 RENEWAL TRUE UP	FLEET 3 RENEWAL TRUE UP	USD	\$ 20.79
80480	EXT WARRANTY, FLEET 3, DUAL-VIEW CAMERA, 4 YEARS	EXT WARRANTY, FLEET 3, DUAL-VIEW CAMERA, 4 YEARS	USD	\$ 115.00
80481	EXT WARRANTY, FLEET 3, INTERIOR CAMERA, 4 YEARS	EXT WARRANTY, FLEET 3, INTERIOR CAMERA, 4 YEARS	USD	\$ 100.00
80482	EXT WARRANTY, FLEET 3, HUB, 4 YEARS	EXT WARRANTY, FLEET 3, HUB, 4 YEARS	USD	\$ 215.00
80483	EXT WARRANTY, FLEET 3, WIRELESS MIC, 4 YEARS	EXT WARRANTY, FLEET 3, WIRELESS MIC, 4 YEARS	USD	\$ 49.00
80484	EXT WARRANTY, FLEET 3, CHARGING BASE, 4 YEARS	EXT WARRANTY, FLEET 3, CHARGING BASE, 4 YEARS	USD	\$ 49.00
80485	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT, 4 YEARS	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT, 4 YEARS	USD	\$ 98.00
80486	EXT WARRANTY, FLEET 3, 2 CAMERA KIT, 4 YEARS	EXT WARRANTY, FLEET 3, 2 CAMERA KIT, 4 YEARS	USD	\$ 430.00
85014	AXON 1-DAY SERVICE	AXON 1-DAY SERVICE	USD	\$ 2,000.00
85035	EVIDENCE.COM STORAGE	EVIDENCE.COM STORAGE	USD	\$ -
85055	AXON FULL SERVICE	AXON FULL SERVICE	USD	\$ 17,000.00
85099	EVIDENCE.COM INTEGRATION LICENSE: 5 YEAR	EVIDENCE.COM INTEGRATION LICENSE: 5 YEAR	USD	\$ 900.00
85115	OFFICER SAFETY PLAN STANDARD CEW TRUE UP PAYMENT	OFFICER SAFETY PLAN STANDARD CEW TRUE UP PAYMENT	USD	\$ 20.90
85130	OFFICER SAFETY PLAN STANDARD YEAR 1 PAYMENT	OFFICER SAFETY PLAN STANDARD YEAR 1 PAYMENT	USD	\$ 1,379.40
85131	OFFICER SAFETY PLAN STANDARD YEAR 2 PAYMENT	OFFICER SAFETY PLAN STANDARD YEAR 2 PAYMENT	USD	\$ 1,379.40
85132	OFFICER SAFETY PLAN STANDARD YEAR 3 PAYMENT	OFFICER SAFETY PLAN STANDARD YEAR 3 PAYMENT	USD	\$ 1,379.40
85133	OFFICER SAFETY PLAN STANDARD YEAR 4 PAYMENT	OFFICER SAFETY PLAN STANDARD YEAR 4 PAYMENT	USD	\$ 1,379.40
85134	OFFICER SAFETY PLAN STANDARD YEAR 5 PAYMENT	OFFICER SAFETY PLAN STANDARD YEAR 5 PAYMENT	USD	\$ 1,379.40
	OFFICER SAFETY PLAN STANDARD FIVE YEAR CONTRACT	OFFICER SAFETY PLAN STANDARD FIVE YEAR CONTRACT		
85135	UPFRONT PAYM	UPFRONT PAYM	USD	\$ 6,897.00
85144	AXON STARTER	AXON STARTER	USD	\$ 2,750.00
	5 YEAR OFFICER SAFETY PLAN STANDARD 6-BAY DOCK	5 YEAR OFFICER SAFETY PLAN STANDARD 6-BAY DOCK		
85151	EVIDENCE.COM	EVIDENCE.COM	USD	\$ -
	5 YEAR OFFICER SAFETY PLAN STANDARD 1-BAY DOCK	5 YEAR OFFICER SAFETY PLAN STANDARD 1-BAY DOCK		
85152	EVIDENCE.COM	EVIDENCE.COM	USD	\$ -
85157	PROFESSIONAL SERVICES MILESTONE PAYMENT: RECORDS	PROFESSIONAL SERVICES MILESTONE PAYMENT: RECORDS	USD	\$ 500.00
85159	PROFESSIONAL SERVICES MILESTONE PAYMENT: DISPATCH	PROFESSIONAL SERVICES MILESTONE PAYMENT: DISPATCH	USD	\$ 500.00
85170	INTERVIEW ROOM, INSTALL AND SETUP	INTERVIEW ROOM, INSTALL AND SETUP	USD	\$ 2,500.00
85219	2 YEAR TAP EVIDENCE.COM DOCK CORE REPLACEMENT	2 YEAR TAP EVIDENCE.COM DOCK CORE REPLACEMENT	USD	\$ -



Product Code	Product Name	Product Description	List Price Currency	List Price
85222	2 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT	2 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT	USD	\$ -
85223	2 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT	2 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT	USD	\$ -
85224	2 YEAR TAP 6-BAY DOCK EVIDENCE.COM DOCK REPLACEMENT	2 YEAR TAP 6-BAY DOCK EVIDENCE.COM DOCK REPLACEMENT	USD	\$ -
85225	2 YEAR TAP 1-BAY DOCK EVIDENCE.COM REPLACEMENT	2 YEAR TAP 1-BAY DOCK EVIDENCE.COM REPLACEMENT	USD	\$ -
85226	2 YEAR TAP BODY 2 REPLACEMENT	2 YEAR TAP BODY 2 REPLACEMENT	USD	\$ -
85227	2 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT	2 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT	USD	\$ -
85228	2 YEAR TAP DOCK 2 SIX BAY REPLACEMENT	2 YEAR TAP DOCK 2 SIX BAY REPLACEMENT	USD	\$ -
85229	2 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT	2 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT	USD	\$ -
85230	2 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT	2 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT	USD	\$ -
85232	2.5 YEAR TAP EVIDENCE.COM DOCK CORE REPLACEMENT	2.5 YEAR TAP EVIDENCE.COM DOCK CORE REPLACEMENT	USD	\$ -
85233	2.5 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT	2.5 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT	USD	\$ -
85234	2.5 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT	2.5 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT	USD	\$ -
85251	2.5 YEAR TAP 6-BAY DOCK EVIDENCE.COM DOCK REPLACEMENT	2.5 YEAR TAP 6-BAY DOCK EVIDENCE.COM DOCK REPLACEMENT	USD	\$ -
85252	2.5 YEAR TAP 1-BAY DOCK EVIDENCE.COM REPLACEMENT	2.5 YEAR TAP 1-BAY DOCK EVIDENCE.COM REPLACEMENT	USD	\$ -
85253	2.5 YEAR TAP BODY 2 REPLACEMENT	2.5 YEAR TAP BODY 2 REPLACEMENT	USD	\$ -
85254	2.5 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT	2.5 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT	USD	\$ -
85255	2.5 YEAR TAP DOCK 2 SIX BAY REPLACEMENT	2.5 YEAR TAP DOCK 2 SIX BAY REPLACEMENT	USD	\$ -
85256	2.5 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT	2.5 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT	USD	\$ -
85257	2.5 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT	2.5 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT	USD	\$ -
85259	3 YEAR TAP EVIDENCE.COM DOCK CORE REPLACEMENT	3 YEAR TAP EVIDENCE.COM DOCK CORE REPLACEMENT	USD	\$ -
85260	3 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT	3 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT	USD	\$ -
85261	3 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT	3 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT	USD	\$ -
85262	3 YEAR TAP 6-BAY DOCK EVIDENCE.COM DOCK REPLACEMENT	3 YEAR TAP 6-BAY DOCK EVIDENCE.COM DOCK REPLACEMENT	USD	\$ -
85263	3 YEAR TAP 1-BAY DOCK EVIDENCE.COM REPLACEMENT	3 YEAR TAP 1-BAY DOCK EVIDENCE.COM REPLACEMENT	USD	\$ -
85264	3 YEAR TAP BODY 2 REPLACEMENT	3 YEAR TAP BODY 2 REPLACEMENT	USD	\$ -
85265	3 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT	3 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT	USD	\$ -
85266	3 YEAR TAP DOCK 2 SIX BAY REPLACEMENT	3 YEAR TAP DOCK 2 SIX BAY REPLACEMENT	USD	\$ -
85267	3 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT	3 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT	USD	\$ -
85268	3 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT	3 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT	USD	\$ -
85270	3.5 YEAR TAP EVIDENCE.COM DOCK CORE REPLACEMENT	3.5 YEAR TAP EVIDENCE.COM DOCK CORE REPLACEMENT	USD	\$ -
85271	3.5 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT	3.5 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT	USD	\$ -
85272	3.5 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT	3.5 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT	USD	\$ -
85273	3.5 YEAR TAP 6-BAY DOCK EVIDENCE.COM DOCK REPLACEMENT	3.5 YEAR TAP 6-BAY DOCK EVIDENCE.COM DOCK REPLACEMENT	USD	\$ -
85274	3.5 YEAR TAP 1-BAY DOCK EVIDENCE.COM REPLACEMENT	3.5 YEAR TAP 1-BAY DOCK EVIDENCE.COM REPLACEMENT	USD	\$ -
85275	3.5 YEAR TAP BODY 2 REPLACEMENT	3.5 YEAR TAP BODY 2 REPLACEMENT	USD	\$ -
85276	3.5 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT	3.5 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT	USD	\$ -
85277	3.5 YEAR TAP DOCK 2 SIX BAY REPLACEMENT	3.5 YEAR TAP DOCK 2 SIX BAY REPLACEMENT	USD	\$ -
85278	3.5 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT	3.5 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT	USD	\$ -
85279	3.5 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT	3.5 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT	USD	\$ -
85281	4 YEAR TAP EVIDENCE.COM DOCK CORE REPLACEMENT	4 YEAR TAP EVIDENCE.COM DOCK CORE REPLACEMENT	USD	\$ -
85282	4 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT	4 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT	USD	\$ -
85283	4 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT	4 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT	USD	\$ -
85284	4 YEAR TAP 6-BAY DOCK EVIDENCE.COM DOCK REPLACEMENT	4 YEAR TAP 6-BAY DOCK EVIDENCE.COM DOCK REPLACEMENT	USD	\$ -
85285	4 YEAR TAP 1-BAY DOCK EVIDENCE.COM REPLACEMENT	4 YEAR TAP 1-BAY DOCK EVIDENCE.COM REPLACEMENT	USD	\$ -
85286	4 YEAR TECH ASSURANCE PLAN BODY 2 REPLACEMENT	4 YEAR TECH ASSURANCE PLAN BODY 2 REPLACEMENT	USD	\$ -
85287	4 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT	4 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT	USD	\$ -
85288	4 YEAR TAP DOCK 2 SIX BAY REPLACEMENT	4 YEAR TAP DOCK 2 SIX BAY REPLACEMENT	USD	\$ -
85289	4 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT	4 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT	USD	\$ -
85290	4 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT	4 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT	USD	\$ -
85535	EVIDENCE.COM STORAGE (GB)-5 YEAR CONTRACT	EVIDENCE.COM STORAGE (GB)-5 YEAR CONTRACT	USD	\$ 3.75
85759	AUTO-TRANSCRIBE 1000 A LA CARTE MINUTES	AUTO-TRANSCRIBE 1000 A LA CARTE MINUTES	USD	\$ 29.17
85760	AUTO-TRANSCRIBE UNLIMITED ACCESS SERVICE (LE ONLY)	AUTO-TRANSCRIBE UNLIMITED ACCESS SERVICE (LE ONLY)	USD	\$ -
85761	AUTO-TRANSCRIBE UNLIMITED PAYMENT (LE ONLY)	AUTO-TRANSCRIBE UNLIMITED PAYMENT (LE ONLY)	USD	\$ 20.00
85762	AUTO-TRANSCRIBE JUSTICE ACCESS SERVICE	AUTO-TRANSCRIBE JUSTICE ACCESS SERVICE	USD	\$ -



Product Code	Product Name	Product Description	List Price Currency	List Price
85763	AUTO-TRANSCRIBE JUSTICE PAYMENT	AUTO-TRANSCRIBE JUSTICE PAYMENT	USD	\$ 70.00
86000	EVIDENCE.COM ARCHIVAL ANNUAL STORAGE	EVIDENCE.COM ARCHIVAL ANNUAL STORAGE	USD	\$ -
86005	EVIDENCE.COM ARCHIVAL STORAGE 5 YEAR	EVIDENCE.COM ARCHIVAL STORAGE 5 YEAR	USD	\$ 1.88
87024	5 YEAR OFFICER SAFETY PLAN STANDARD DOCK 2 SIX BAY + CORE	5 YEAR OFFICER SAFETY PLAN STANDARD DOCK 2 SIX BAY + CORE	USD	\$ -
87025	5 YEAR OFFICER SAFETY PLAN STANDARD DOCK 2 SINGLE BAY + CORE	5 YEAR OFFICER SAFETY PLAN STANDARD DOCK 2 SINGLE BAY + CORE	USD	\$ -
87029	2 YEAR EXTENDED WARRANTY BODY 2	2 YEAR EXTENDED WARRANTY BODY 2	USD	\$ 209.00
87030	2 YEAR EXTENDED WARRANTY DOCK 2 SINGLE BAY + CORE	2 YEAR EXTENDED WARRANTY DOCK 2 SINGLE BAY + CORE	USD	\$ 135.75
87031	2 YEAR EXTENDED WARRANTY DOCK 2 SIX BAY + CORE	2 YEAR EXTENDED WARRANTY DOCK 2 SIX BAY + CORE	USD	\$ 523.00
87034	5 YEAR OFFICER SAFETY PLAN STANDARD BODY 2	5 YEAR OFFICER SAFETY PLAN STANDARD BODY 2	USD	\$ -
87040	4 YEAR EXTENDED WARRANTY BODY 2	4 YEAR EXTENDED WARRANTY BODY 2	USD	\$ 417.00
87050	FLEET VIEW XL ACCESS LICENSE	FLEET VIEW XL ACCESS LICENSE	USD	\$ -
87051	FLEET VIEW XL LICENSE PAYMENT	FLEET VIEW XL LICENSE PAYMENT	USD	\$ 29.00
87052	TECH ASSURANCE PLAN 1-BAY BODY 2 DOCK WARRANTY	TECH ASSURANCE PLAN 1-BAY BODY 2 DOCK WARRANTY	USD	\$ -
87053	TECH ASSURANCE PLAN 1-BAY BODY 2 DOCK PAYMENT	TECH ASSURANCE PLAN 1-BAY BODY 2 DOCK PAYMENT	USD	\$ 3.25
87054	TECH ASSURANCE PLAN 6-BAY BODY 2 DOCK WARRANTY	TECH ASSURANCE PLAN 6-BAY BODY 2 DOCK WARRANTY	USD	\$ -
87055	TECH ASSURANCE PLAN 6-BAY BODY 2 DOCK PAYMENT	TECH ASSURANCE PLAN 6-BAY BODY 2 DOCK PAYMENT	USD	\$ 29.50
87056	TECH ASSURANCE PLAN 1-BAY FLEX 2 DOCK WARRANTY	TECH ASSURANCE PLAN 1-BAY FLEX 2 DOCK WARRANTY	USD	\$ -
87057	TECH ASSURANCE PLAN 1-BAY FLEX 2 DOCK PAYMENT	TECH ASSURANCE PLAN 1-BAY FLEX 2 DOCK PAYMENT	USD	\$ 3.25
87058	TECH ASSURANCE PLAN 6-BAY FLEX 2 DOCK WARRANTY	TECH ASSURANCE PLAN 6-BAY FLEX 2 DOCK WARRANTY	USD	\$ -
87059	TECH ASSURANCE PLAN 6-BAY FLEX 2 DOCK PAYMENT	TECH ASSURANCE PLAN 6-BAY FLEX 2 DOCK PAYMENT	USD	\$ 29.50
87060	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK WARRANTY	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK WARRANTY	USD	\$ -
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	USD	\$ 9.50
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	USD	\$ 29.50
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	USD	\$ 28.00
87064	TECH ASSURANCE PLAN BODY 2 CAMERA WARRANTY	TECH ASSURANCE PLAN BODY 2 CAMERA WARRANTY	USD	\$ -
87065	TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT	TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT	USD	\$ 21.00
87066	TECH ASSURANCE PLAN FLEX 2 CAMERA WARRANTY	TECH ASSURANCE PLAN FLEX 2 CAMERA WARRANTY	USD	\$ -
87067	TECH ASSURANCE PLAN FLEX 2 CONTROLLER WARRANTY	TECH ASSURANCE PLAN FLEX 2 CONTROLLER WARRANTY	USD	\$ -
87068	TECH ASSURANCE PLAN FLEX 2 CAMERA AND CONTROLLER PAYMENT	TECH ASSURANCE PLAN FLEX 2 CAMERA AND CONTROLLER PAYMENT	USD	\$ 30.50
87069	TECH ASSURANCE PLAN FLEET 2 KIT WARRANTY	TECH ASSURANCE PLAN FLEET 2 KIT WARRANTY	USD	\$ -
87070	TECH ASSURANCE PLAN FLEET 2 KIT WARRANTY PAYMENT	TECH ASSURANCE PLAN FLEET 2 KIT WARRANTY PAYMENT	USD	\$ 40.00
89420	AXON EVIDENCE PRO LICENSE ENTERPRISE 1-1000 USERS	AXON EVIDENCE PRO LICENSE ENTERPRISE 1-1000 USERS	USD	\$ -
89421	AXON EVIDENCE PRO LICENSE ENTERPRISE 1001 - 5,000 USERS	AXON EVIDENCE PRO LICENSE ENTERPRISE 1001 - 5,000 USERS	USD	\$ -
89422	AXON EVIDENCE PRO LICENSE ENTERPRISE 5,001 - 10,000 USERS	AXON EVIDENCE PRO LICENSE ENTERPRISE 5,001 - 10,000 USERS	USD	\$ -
89423	AXON EVIDENCE PRO LICENSE ENTERPRISE 10,001 - 20,000 USERS	AXON EVIDENCE PRO LICENSE ENTERPRISE 10,001 - 20,000 USERS	USD	\$ -
89424	AXON EVIDENCE PRO LICENSE ENTERPRISE 20,001 - 50,000 USERS	AXON EVIDENCE PRO LICENSE ENTERPRISE 20,001 - 50,000 USERS	USD	\$ -
89425	AXON EVIDENCE PRO LICENSE ENTERPRISE 50,001+ USERS	AXON EVIDENCE PRO LICENSE ENTERPRISE 50,001+ USERS	USD	\$ -
89426	AXON EVIDENCE PRO LICENSE ENTERPRISE PAYMENT 1-1000 USERS	AXON EVIDENCE PRO LICENSE ENTERPRISE PAYMENT 1-1000 USERS	USD	\$ 56,700.00
89427	AXON EVIDENCE PRO LICENSE ENTERPRISE PAYMENT 1001 - 5,000 US	AXON EVIDENCE PRO LICENSE ENTERPRISE PAYMENT 1001 - 5,000 US	USD	\$ 176,400.00
89428	AXON EVIDENCE PRO LICENSE ENTERPRISE PAYMENT 5,001 - 10,000	AXON EVIDENCE PRO LICENSE ENTERPRISE PAYMENT 5,001 - 10,000	USD	\$ 330,750.00
89429	AXON EVIDENCE PRO LICENSE ENTERPRISE PAYMENT 10,001 - 20,000	AXON EVIDENCE PRO LICENSE ENTERPRISE PAYMENT 10,001 - 20,000	USD	\$ 567,000.00
89430	AXON EVIDENCE PRO LICENSE ENTERPRISE PAYMENT 20,001 - 50,000	AXON EVIDENCE PRO LICENSE ENTERPRISE PAYMENT 20,001 - 50,000	USD	\$ 945,000.00
89431	AXON EVIDENCE PRO LICENSE ENTERPRISE PAYMENT 50,001+ USERS	AXON EVIDENCE PRO LICENSE ENTERPRISE PAYMENT 50,001+ USERS	USD	\$ 1,559,250.00
89432	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE 1-1000 USERS	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE 1-1000 USERS	USD	\$ -
89433	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE 1001 - 5,000 USERS	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE 1001 - 5,000 USERS	USD	\$ -
89434	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE 5,001 - 10,000 USE	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE 5,001 - 10,000 USE	USD	\$ -
89435	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE 10,001 - 20,000 US	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE 10,001 - 20,000 US	USD	\$ -
89436	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE 20,001 - 50,000 US	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE 20,001 - 50,000 US	USD	\$ -



Product Code	Product Name	Product Description	List Price Currency	List Price
89437	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE 50,001+ USERS	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE 50,001+ USERS	USD	\$ -
89438	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE PAYMENT 1-1000 USE	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE PAYMENT 1-1000 USE	USD	\$ 79,050.00
89439	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE PAYMENT 1001 - 5,0	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE PAYMENT 1001 - 5,0	USD	\$ 244,125.00
89440	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE PAYMENT 5,001 - 10	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE PAYMENT 5,001 - 10	USD	\$ 453,375.00
89441	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE PAYMENT 10,001 - 2	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE PAYMENT 10,001 - 2	USD	\$ 767,250.00
89442	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE PAYMENT 20,001 - 5	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE PAYMENT 20,001 - 5	USD	\$ 1,255,500.00
89443	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE PAYMENT 50,001+ US	AXON EVIDENCE PRO PLUS LICENSE ENTERPRISE PAYMENT 50,001+ US	USD	\$ 2,071,575.00
89529	LATAM EVIDENCE.COM USER ANNUAL PAYMENT	LATAM EVIDENCE.COM USER ANNUAL PAYMENT	USD	\$ 221.82
89530	LATAM EVIDENCE.COM SUPER USER ANNUAL PAYMENT	LATAM EVIDENCE.COM SUPER USER ANNUAL PAYMENT	USD	\$ 301.67
89531	LATAM EVIDENCE.COM USER UNLIMITED ANNUAL PAYMENT	LATAM EVIDENCE.COM USER UNLIMITED ANNUAL PAYMENT	USD	\$ 377.09
89532	LATAM EVIDENCE.COM USER 3 YEAR UPFRONT PAYMENT	LATAM EVIDENCE.COM USER 3 YEAR UPFRONT PAYMENT	USD	\$ 756.00
89533	LATAM EVIDENCE.COM SUPER USER 3 YEAR UPFRONT PAYMENT	LATAM EVIDENCE.COM SUPER USER 3 YEAR UPFRONT PAYMENT	USD	\$ 1,026.00
AB2 UNLIMITED EVIDENCE.COM TAP BUNDLE	AB2 UNLIMITED EVIDENCE.COM TAP BUNDLE	AB2 UNLIMITED EVIDENCE.COM TAP BUNDLE	USD	\$ -
AB2-Unlimited-Camera Bundle	AB2-Unlimited-Camera Bundle	AB2-Unlimited-Camera Bundle	USD	\$ -
AB2-Unlimited-Tap Refresh Bundle	AB2-Unlimited-Tap Refresh Bundle	AB2-Unlimited-Tap Refresh Bundle	USD	\$ -
AB3 ENTERPRISE BASIC STARTER PACKAGE BUNDLE	AB3 ENTERPRISE BASIC STARTER PACKAGE BUNDLE	AB3 ENTERPRISE BASIC STARTER PACKAGE BUNDLE	USD	\$ -
AB3 ENTERPRISE STARTER PACKAGE BUNDLE	AB3 ENTERPRISE STARTER PACKAGE BUNDLE	AB3 ENTERPRISE STARTER PACKAGE BUNDLE	USD	\$ -
AB3 Only 10 yr Spares	AB3 Only 10 yr Spares	AB3 Only 10 yr Spares	USD	\$ -
AB3 Only Spares	AB3 Only Spares	AB3 Only Spares	USD	\$ -
AB3 UNLIMITED EVIDENCE.COM TAP BUNDLE	AB3 UNLIMITED EVIDENCE.COM TAP BUNDLE	AB3 UNLIMITED EVIDENCE.COM TAP BUNDLE	USD	\$ -
AB3-OSP-Camera Bundle	AB3-OSP-Camera Bundle	AB3-OSP-Camera Bundle	USD	\$ -
AB3-OSP-Tap Refresh Bundle	AB3-OSP-Tap Refresh Bundle	AB3-OSP-Tap Refresh Bundle	USD	\$ -
AB3-Unlimited-Camera Bundle	AB3-Unlimited-Camera Bundle	AB3-Unlimited-Camera Bundle	USD	\$ -
AB3-Unlimited-Tap Refresh Bundle	AB3-Unlimited-Tap Refresh Bundle	AB3-Unlimited-Tap Refresh Bundle	USD	\$ -
ADVANCE DIGITAL EVIDENCE MANAGEMENT ADD-ON BUNDLE	ADVANCE DIGITAL EVIDENCE MANAGEMENT ADD-ON BUNDLE	ADVANCE DIGITAL EVIDENCE MANAGEMENT ADD-ON BUNDLE	USD	\$ -
AF2 UNLIMITED EVIDENCE.COM TAP BUNDLE	AF2 UNLIMITED EVIDENCE.COM TAP BUNDLE	AF2 UNLIMITED EVIDENCE.COM TAP BUNDLE	USD	\$ -
AF2-BWC Unlmted-Dock-Bundle	AF2-BWC Unlmted-Dock-Bundle	AF2-BWC- Unlmted-Dock-Bundle	USD	\$ -
AF2-TAP Unlimited-Refresh-Bundle	AF2-TAP Unlimited-Refresh-Bundle	AF2-TAP Unlimited-Refresh-Bundle	USD	\$ -
AF2-Unlimited-Camera Bundle	AF2-Unlimited-Camera Bundle	AF2-Unlimited-Camera Bundle	USD	\$ -



Product Code	Product Name	Product Description	List Price Currency	List Price
AF2-Unlimited-Tap Refresh Bundle	AF2-Unlimited-Tap Refresh Bundle	AF2-Unlimited-Tap Refresh Bundle	USD	\$ -
AWARE LICENSE BUNDLE	AWARE LICENSE BUNDLE	AWARE LICENSE BUNDLE	USD	\$ -
AWARE PLUS LICENSE BUNDLE	AWARE PLUS LICENSE BUNDLE	AWARE PLUS LICENSE BUNDLE	USD	\$ -
Aware Plus Trial Option	Aware Plus Trial Option	Aware Plus Trial Option	USD	\$ -
AWARE TO AWARE PLUS UPGRADE BUNDLE	AWARE TO AWARE PLUS UPGRADE BUNDLE	AWARE TO AWARE PLUS UPGRADE BUNDLE	USD	\$ -
AXON AIR LICENSE BUNDLE	AXON AIR LICENSE BUNDLE	AXON AIR LICENSE BUNDLE	USD	\$ -
AXON PRO ENTERPRISE PAYMENT 10,001 - 20,000 USERS	AXON PRO ENTERPRISE PAYMENT 10,001 - 20,000 USERS	AXON PRO ENTERPRISE PAYMENT 10,001 - 20,000 USERS	USD	\$ 56,700.00
AXON PRO ENTERPRISE PAYMENT 1-1000 USERS	AXON PRO ENTERPRISE PAYMENT 1-1000 USERS	AXON PRO ENTERPRISE PAYMENT 1-1000 USERS	USD	\$ 56,700.00
AXON PRO ENTERPRISE PAYMENT 20,001 - 50,000 USERS	AXON PRO ENTERPRISE PAYMENT 20,001 - 50,000 USERS	AXON PRO ENTERPRISE PAYMENT 20,001 - 50,000 USERS	USD	\$ 56,700.00
AXON PRO ENTERPRISE PAYMENT 50,000+ USERS	AXON PRO ENTERPRISE PAYMENT 50,000+ USERS	AXON PRO ENTERPRISE PAYMENT 50,000+ USERS	USD	\$ 56,700.00
AXON PRO ENTERPRISE PAYMENT1001 - 5,000 USERS	AXON PRO ENTERPRISE PAYMENT1001 - 5,000 USERS	AXON PRO ENTERPRISE PAYMENT1001 - 5,000 USERS	USD	\$ 56,700.00
AXON PRO ENTERPRISE PAYMENTS5001 - 10,000 USERS	AXON PRO ENTERPRISE PAYMENTS5001 - 10,000 USERS	AXON PRO ENTERPRISE PAYMENTS5001 - 10,000 USERS	USD	\$ 56,700.00
CANADA AB3 UNLIMITED EVIDENCE.COM TAP BUNDLE	CANADA AB3 UNLIMITED EVIDENCE.COM TAP BUNDLE	CANADA AB3 UNLIMITED EVIDENCE.COM TAP BUNDLE	USD	\$ -
Canada AB3-Unlimited-Camera Bundle	Canada AB3-Unlimited-Camera Bundle	Canada AB3-Unlimited-Camera Bundle	USD	\$ -
Canada AB3-Unlimited-Tap Refresh Bundle	Canada AB3-Unlimited-Tap Refresh Bundle	Canada AB3-Unlimited-Tap Refresh Bundle	USD	\$ -
Canada Unlimited 7 Spares	Canada Unlimited 7 Spares	Canada Unlimited 7 Spares	USD	\$ -
Canada Unlimited 7+ 5 YEAR BUNDLE	Canada Unlimited 7+ 5 YEAR BUNDLE	Canada Unlimited 7+ 5 YEAR BUNDLE	USD	\$ -
Canada-AB3-OSP-Camera Bundle	Canada-AB3-OSP-Camera Bundle	Canada-AB3-OSP-Camera Bundle	USD	\$ -
Canada-AB3-OSP-Tap Refresh Bundle	Canada-AB3-OSP-Tap Refresh Bundle	Canada-AB3-OSP-Tap Refresh Bundle	USD	\$ -
CHANNEL SERVICES SMA BUNDLE	CHANNEL SERVICES SMA BUNDLE	CHANNEL SERVICES SMA BUNDLE	USD	\$ -
Core Cartridge Bundle	Core Cartridge Bundle	Core Cartridge Bundle	USD	\$ -
Core Spares	Core Spares	Core Spares	USD	\$ -
Corrections Camera Bundle	Corrections Camera Bundle	Corrections Camera Bundle	USD	\$ -



Product Code	Product Name	Product Description	List Price Currency	List Price
CPSP Cartridge Bundle	CPSP Cartridge Bundle	CPSP Cartridge Bundle	USD	\$ -
CPSP Initial Cartridge Bundle	CPSP Initial Cartridge Bundle	CPSP Initial Cartridge Bundle	USD	\$ -
CPSP Spare	CPSP Spare	CPSP Spare	USD	\$ -
CQ Spares	CQ Spares	CQ Spares	USD	\$ -
CQ Spares 10yr	CQ Spares 10yr	CQ Spares 10yr	USD	\$ -
CSP Cartridge Bundle	CSP Cartridge Bundle	CSP Cartridge Bundle	USD	\$ -
CSP Initial Cartridge Bundle	CSP Initial Cartridge Bundle	CSP Initial Cartridge Bundle	USD	\$ -
Customer Declined Auto-Tagging Software	Customer Declined Auto-Tagging Software	Customer Declined Auto-Tagging Software	USD	\$ -
Customer-Provided-Camera	Customer-Provided-Camera	Customer-Provided-Camera	USD	\$ -
Customer-Provided-Camera-Unlmt	Customer-Provided-Camera-Unlmt	Customer-Provided-Camera-Unlmt	USD	\$ -
DISPATCH LICENSE BUNDLE	DISPATCH LICENSE BUNDLE	DISPATCH LICENSE BUNDLE	USD	\$ -
Dock2-BWC Unlmt-Dock-Bundle	Dock2-BWC Unlmt-Dock-Bundle	Dock2-BWC- Unlmt-Dock-Bundle	USD	\$ -
Dock2-BWC-Included-Dock-Bundle	Dock2-BWC-Included-Dock-Bundle	Dock2-BWC-Included-Dock-Bundle	USD	\$ -
Dock2-BWC-Single-Dock-Included	Dock2-BWC-Single-Dock-Included	Dock2-BWC-Single-Dock-Included	USD	\$ -
Dock2-TAP Unlimited-Refresh-Bundle	Dock2-TAP Unlimited-Refresh-Bundle	Dock2-TAP Unlimited-Refresh-Bundle	USD	\$ -
Dock2-TAP-Refresh-6-Dock-Bundle	Dock2-TAP-Refresh-6-Dock-Bundle	Dock2-TAP-Refresh-6-Dock-Bundle	USD	\$ -
Dock2-TAP-Refresh-Single-Dock-Bundle	Dock2-TAP-Refresh-Single-Dock-Bundle	Dock2-TAP-Refresh-Single-Dock-Bundle	USD	\$ -
Dock2-Unlmt-Transferred-Dock-Bundle	Dock2-Unlmt-Transferred-Dock-Bundle	Dock2-Unlmt-Transferred-Dock-Bundle	USD	\$ -
Dock3-BWC Unlmt-8-Bay-Dock-Bundle	Dock3-BWC Unlmt-8-Bay-Dock-Bundle	Dock3-BWC- Unlmt-8-Bay-Dock-Bundle	USD	\$ -
Dock3-BWC Unlmt-Single-Bay-Dock-Bundle	Dock3-BWC Unlmt-Single-Bay-Dock-Bundle	Dock3-BWC- Unlmt-Single-Bay-Dock-Bundle	USD	\$ -
Dock3-BWC-10-Year-8-Bay-Dock-Bundle	Dock3-BWC-10-Year-8-Bay-Dock-Bundle	Dock3-BWC-10-Year-8-Bay-Dock-Bundle	USD	\$ -
Dock3-BWC-10-Year-Single-Bay-Dock-Bundle	Dock3-BWC-10-Year-Single-Bay-Dock-Bundle	Dock3-BWC-10-Year-Single-Bay-Dock-Bundle	USD	\$ -
Dock3-BWC-8-Dock-Bundle	Dock3-BWC-8-Dock-Bundle	Dock3-BWC-8-Dock-Bundle	USD	\$ -
Dock3-BWC-8-Dock-Bundle 10 yr	Dock3-BWC-8-Dock-Bundle 10 yr	Dock3-BWC-8-Dock-Bundle 10 yr	USD	\$ -
Dock3-BWC-Single-Dock-Bundle	Dock3-BWC-Single-Dock-Bundle	Dock3-BWC-Single-Dock-Bundle	USD	\$ -
Dock3-BWC-Single-Dock-Bundle-10 yr	Dock3-BWC-Single-Dock-Bundle-10 yr	Dock3-BWC-Single-Dock-Bundle-10 yr	USD	\$ -



Product Code	Product Name	Product Description	List Price Currency	List Price
Dock3-BWC-Single-Dock-Included	Dock3-BWC-Single-Dock-Included	Dock3-BWC-Single-Dock-Included	USD	\$ -
Dock3-TAP Unlimited-Refresh-8-Bay-Bundle	Dock3-TAP Unlimited-Refresh-8-Bay-Bundle	Dock3-TAP Unlimited-Refresh-8-Bay-Bundle	USD	\$ -
Dock3-TAP Unlimited-Refresh-Single-Bay-Bundle	Dock3-TAP Unlimited-Refresh-Single-Bay-Bundle	Dock3-TAP Unlimited-Refresh-Single-Bay-Bundle	USD	\$ -
Dock3-TAP-Refresh-10-Year-8-Bay-Bundle	Dock3-TAP-Refresh-10-Year-8-Bay-Bundle	Dock3-TAP-Refresh-10-Year-8-Bay-Bundle	USD	\$ -
Dock3-TAP-Refresh-10-Year-Single-Bay-Bundle	Dock3-TAP-Refresh-10-Year-Single-Bay-Bundle	Dock3-TAP-Refresh-10-Year-Single-Bay-Bundle	USD	\$ -
Dock3-TAP-Refresh-8-Dock-Bundle	Dock3-TAP-Refresh-8-Dock-Bundle	Dock3-TAP-Refresh-8-Dock-Bundle	USD	\$ -
Dock3-TAP-Refresh-Single-Dock-Bundle	Dock3-TAP-Refresh-Single-Dock-Bundle	Dock3-TAP-Refresh-Single-Dock-Bundle	USD	\$ -
Dock3-Transferred-8-Dock-Bundle	Dock3-Transferred-8-Dock-Bundle	Dock3-Transferred-8-Dock-Bundle	USD	\$ -
Dock3-Transferred-Dock-10-Year-8-Bay-Bundle	Dock3-Transferred-Dock-10-Year-8-Bay-Bundle	Dock3-Transferred-Dock-10-Year-8-Bay-Bundle	USD	\$ -
Dock3-Transferred-Dock-10-Year-Single-Bay-Bundle	Dock3-Transferred-Dock-10-Year-Single-Bay-Bundle	Dock3-Transferred-Dock-10-Year-Single-Bay-Bundle	USD	\$ -
Dock3-Transferred-Single-Dock-Bundle	Dock3-Transferred-Single-Dock-Bundle	Dock3-Transferred-Single-Dock-Bundle	USD	\$ -
Dock3-Unlmtd-Transferred-8-Bay-Dock-Bundle	Dock3-Unlmtd-Transferred-8-Bay-Dock-Bundle	Dock3-Unlmtd-Transferred-8-Bay-Dock-Bundle	USD	\$ -
Dock3-Unlmtd-Transferred-Single-Bay-Dock-Bundle	Dock3-Unlmtd-Transferred-Single-Bay-Dock-Bundle	Dock3-Unlmtd-Transferred-Single-Bay-Dock-Bundle	USD	\$ -
E.com Adv User Annual Payments	E.com Adv User Annual Payments	E.com Adv User Annual Payments Bundle	USD	\$ -
E.com API Annual Payments	E.com API Annual Payments	E.com API Annual Payments Bundle	USD	\$ -
E.com Basic Annual Payments	E.com Basic Annual Payments	E.com Basic Annual Payments Bundle	USD	\$ -
E.COM BASIC LICENSE BUNDLE	E.COM BASIC LICENSE BUNDLE	E.COM BASIC LICENSE BUNDLE	USD	\$ -
E.com CAD/RMS Annual Payments	E.com CAD/RMS Annual Payments	E.com CAD/RMS Annual Payments Bundle	USD	\$ -
E.com Enterprise Annual Payments	E.com Enterprise Annual Payments	E.com Enterprise Annual Payments Bundle	USD	\$ -
E.com OSP Payments	E.com OSP Payments (Do Not Use)	E.com OSP Payments Bundle (Do Not Use)	USD	\$ -
E.com Pro Annual Payments	E.com Pro Annual Payments	E.com Pro Annual Payments Bundle	USD	\$ -



Product Code	Product Name	Product Description	List Price Currency	List Price
E.COM UNLIMITED STORAGE BUNDLE	E.COM UNLIMITED STORAGE BUNDLE	E.COM UNLIMITED STORAGE BUNDLE	USD	\$ -
E.COM VIEWER LICENSE BUNDLE	E.COM VIEWER LICENSE BUNDLE	E.COM VIEWER LICENSE BUNDLE	USD	\$ -
Existing Agency: Auto-Tagging License OSP7 Existing Implementation: Auto-Tagging Bundle	Existing Agency: Auto-Tagging License OSP7  Existing Implementation: Auto-Tagging Bundle	Existing Agency: Auto-Tagging License OSP7  Existing Implementation: Auto-Tagging Bundle	USD	\$ -
FLEET 3 ADVANCED WITH TAP	FLEET 3 ADVANCED WITH TAP	Fleet 3 Advance with Tap	USD	\$ -
FLEET 3 BASIC FLEET 3 BASIC WITH TAP	FLEET 3 BASIC FLEET 3 BASIC WITH TAP	FLEET 3 BASIC FLEET 3 BASIC WITH TAP	USD	\$ -
FLEET VIEW XL LICENSE BUNDLE	FLEET VIEW XL LICENSE BUNDLE	FLEET VIEW XL LICENSE BUNDLE	USD	\$ -
Flock Safety ALPR Camera System Bundle	Flock Safety ALPR Camera System Bundle	Flock Safety ALPR Camera System Bundle	USD	\$ -
Included AB3- OSP-Camera Bundle	Included AB3-OSP-Camera Bundle	Included AB3-OSP-Camera Bundle	USD	\$ -
Included Add- On: Citizen for Communities	Included Add-On: Citizen for Communities	Included Add-On: Citizen for Communities	USD	\$ -
Included Add- On: Redaction Assistant	Included Add-On: Redaction Assistant	Included Add-On: Redaction Assistant	USD	\$ -
Included-Dock3- BWC-8-Dock- Bundle	Included-Dock3-BWC-8-Dock-Bundle	Included-Dock3-BWC-8-Dock-Bundle	USD	\$ -
Interview Room: 1 Camera Advanced Bundle	Interview Room: 1 Camera Advanced Bundle	Interview Room: 1 Camera Advanced Bundle	USD	\$ -
Interview Room: 1 Camera Basic Bundle	Interview Room: 1 Camera Basic Bundle	Interview Room: 1 Camera Basic Bundle	USD	\$ -
Interview Room: 2 Camera Advanced Bundle	Interview Room: 2 Camera Advanced Bundle	Interview Room: 2 Camera Advanced Bundle	USD	\$ -
Interview Room: 2 Camera Basic Bundle	Interview Room: 2 Camera Basic Bundle	Interview Room: 2 Camera Basic Bundle	USD	\$ -
MLB0215 New Implementation: Auto-Tagging Bundle	LABEL, VIDEO & AUDIO FRONT, BODY CAM, BODY 2  New Implementation: Auto-Tagging Bundle	LABEL, VIDEO & AUDIO FRONT, BODY CAM, BODY 2  New Implementation: Auto-Tagging Bundle	USD USD	\$ - \$ -
New Purchase: Auto-Tagging License and Implementat	New Purchase: Auto-Tagging License and Implementation OSP7	New Purchase: Auto-Tagging License and Implementation OSP7	USD	\$ -
Not Eligible for BWC Dock	Not Eligible for BWC Dock	Not Eligible for BWC Dock	USD	\$ -
Not Eligible for Taser 7 Dock	Not Eligible for Taser 7 Dock	Not Eligible for Taser 7 Dock	USD	\$ -
Not Eligible for VR Headset	Not Eligible for VR Headset	Not Eligible for VR Headset	USD	\$ -
Not Eligible Halt Suit	Not Eligible Halt Suit	Not Eligible Halt Suit	USD	\$ -



Product Code	Product Name	Product Description	List Price Currency	List Price
Not Eligible Inert Cartridge	Not Eligible Inert Cartridge	Not Eligible Inert Cartridge	USD	\$ -
Not Eligible Target and Frame	Not Eligible Target and Frame	Not Eligible Target and Frame	USD	\$ -
Not Eligible Taser 7 Evidence.com Admin License	Not Eligible Taser 7 Evidence.com Admin License	Not Eligible Taser 7 Evidence.com Admin License	USD	\$ -
Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER	Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER	Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER	USD	\$ -
Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	USD	\$ -
Not Eligible/Customer Declined Auto Tagging	Not Eligible/Customer Declined Auto Tagging	Not Eligible/Customer Declined Auto Tagging	USD	\$ -
Not Eligible/Customer Declined Channel Services	Not Eligible/Customer Declined Channel Services	Not Eligible/Customer Declined Channel Services	USD	\$ -
ONE REFRESH AB3 CAMERA TAP BUNDLE	ONE REFRESH AB3 CAMERA TAP BUNDLE	ONE REFRESH AB3 CAMERA TAP BUNDLE	USD	\$ -
ONE REFRESH AB3 DOCK 8-BAY TAP BUNDLE	ONE REFRESH AB3 DOCK 8-BAY TAP BUNDLE	ONE REFRESH AB3 DOCK 8-BAY TAP BUNDLE	USD	\$ -
ONE REFRESH BODY 2 CAMERA TAP BUNDLE	ONE REFRESH BODY 2 CAMERA TAP BUNDLE	ONE REFRESH BODY 2 CAMERA TAP BUNDLE	USD	\$ -
ONE REFRESH BODY 2 DOCK 1-BAY TAP BUNDLE	ONE REFRESH BODY 2 DOCK 1-BAY TAP BUNDLE	ONE REFRESH BODY 2 DOCK 1-BAY TAP BUNDLE	USD	\$ -
ONE REFRESH BODY 2 DOCK 6-BAY TAP BUNDLE	ONE REFRESH BODY 2 DOCK 6-BAY TAP BUNDLE	ONE REFRESH BODY 2 DOCK 6-BAY TAP BUNDLE	USD	\$ -
ONE REFRESH BODY 3 DOCK 1-BAY TAP BUNDLE	ONE REFRESH BODY 3 DOCK 1-BAY TAP BUNDLE	ONE REFRESH BODY 3 DOCK 1-BAY TAP BUNDLE	USD	\$ -
ONE REFRESH FLEX 2 DOCK 1-BAY TAP BUNDLE	ONE REFRESH FLEX 2 DOCK 1-BAY TAP BUNDLE	ONE REFRESH FLEX 2 DOCK 1-BAY TAP BUNDLE	USD	\$ -
ONE REFRESH FLEX 2 DOCK 6-BAY TAP BUNDLE	ONE REFRESH FLEX 2 DOCK 6-BAY TAP BUNDLE	ONE REFRESH FLEX 2 DOCK 6-BAY TAP BUNDLE	USD	\$ -
ONE REFRESH FLEX2 CAMERA AND CONTROLLER TAP BUNDLE	ONE REFRESH FLEX2 CAMERA AND CONTROLLER TAP BUNDLE	ONE REFRESH FLEX2 CAMERA AND CONTROLLER TAP BUNDLE	USD	\$ -
OSP 7 10 Year Spares	OSP 7 10 Year Spares	OSP 7 10 Year Spares	USD	\$ -
OSP 7+ NON-HARDWARE USER ADD ON BUNDLE	OSP 7+ NON-HARDWARE USER ADD ON BUNDLE	OSP 7+ NON-HARDWARE USER ADD ON BUNDLE	USD	\$ -
OSP 7++ 10 yr Spares	OSP 7++ 10 yr Spare	OSP 7++ 10 yr Spares	USD	\$ -
OSP 7++ Spares	OSP 7++ Spare	OSP 7++ Spares	USD	\$ -



Product Code	Product Name	Product Description	List Price Currency	List Price
OSP Spares	OSP Spares	OSP Spares	USD	\$ -
OSP Standard Spares	OSP Standard Spares	OSP Standard Spares	USD	\$ -
PERFORMANCE LICENSE BUNDLE	PERFORMANCE LICENSE BUNDLE	PERFORMANCE LICENSE BUNDLE	USD	\$ -
PRO E.COM LICENSE BUNDLE	PRO E.COM LICENSE BUNDLE	PRO E.COM LICENSE BUNDLE	USD	\$ -
Pro Enterprise	Pro Enterprise	Pro Enterprise	USD	\$ -
Pro Plus	Pro Plus	Pro Plus	USD	\$ -
Enterprise	Pro Plus Enterprise	Pro Plus Enterprise	USD	\$ -
PRO PLUS ENTERPRISE PAYMENT 10,001 - 20,000 USERS	PRO PLUS ENTERPRISE PAYMENT 10,001 - 20,000 USERS	PRO PLUS ENTERPRISE PAYMENT 10,001 - 20,000 USERS	USD	\$ -
PRO PLUS ENTERPRISE PAYMENT 1-1000 USERS	PRO PLUS ENTERPRISE PAYMENT 1-1000 USERS	PRO PLUS ENTERPRISE PAYMENT 1-1000 USERS	USD	\$ 56,700.00
PRO PLUS ENTERPRISE PAYMENT 20,001 - 50,000 USERS	PRO PLUS ENTERPRISE PAYMENT 20,001 - 50,000 USERS	PRO PLUS ENTERPRISE PAYMENT 20,001 - 50,000 USERS	USD	\$ -
PRO PLUS ENTERPRISE PAYMENT 50,000+ USERS	PRO PLUS ENTERPRISE PAYMENT 50,000+ USERS	PRO PLUS ENTERPRISE PAYMENT 50,000+ USERS	USD	\$ -
PRO PLUS ENTERPRISE PAYMENT1001 - 5,000 USERS	PRO PLUS ENTERPRISE PAYMENT1001 - 5,000 USERS	PRO PLUS ENTERPRISE PAYMENT1001 - 5,000 USERS	USD	\$ -
PRO PLUS ENTERPRISE PAYMENT5001 - 10,000 USERS	PRO PLUS ENTERPRISE PAYMENT5001 - 10,000 USERS	PRO PLUS ENTERPRISE PAYMENT5001 - 10,000 USERS	USD	\$ -
PROSECUTOR PROFESSIONAL BUNDLE	PROSECUTOR PROFESSIONAL BUNDLE	PROSECUTOR PROFESSIONAL BUNDLE	USD	\$ -
RECORDS FULL BUNDLE	RECORDS FULL BUNDLE	RECORDS FULL BUNDLE	USD	\$ -
Safety Glasses	Safety Glasses	Safety Glasses	USD	\$ 5.49
STANDARDS LICENSE BUNDLE	STANDARDS LICENSE BUNDLE	STANDARDS LICENSE BUNDLE	USD	\$ -
T7 10 YR Spares	T7 10 YR Spares	T7 10 YR Spares	USD	\$ -
T7 DUTY CART REPLACEMENT PROGRAM BUNDLE	T7 DUTY CART REPLACEMENT PROGRAM BUNDLE	T7 DUTY CART REPLACEMENT PROGRAM BUNDLE	USD	\$ -
T7 E.COM LICENSE BUNDLE	T7 E.COM LICENSE BUNDLE	T7 E.COM LICENSE BUNDLE	USD	\$ -
T7 ONLINE TRAINING LICENSE BUNDLE	T7 ONLINE TRAINING LICENSE BUNDLE	T7 ONLINE TRAINING LICENSE BUNDLE	USD	\$ -
T7 Spares	T7 Spares	T7 Spares	USD	\$ -
TASER 7 10 yr Extended Dock Bundle	TASER 7 10 yr Extended Dock Bundle	TASER 7 10 yr Extended Dock Bundle	USD	\$ -
TASER 7 BASIC BUNDLE	TASER 7 BASIC BUNDLE	TASER 7 BASIC BUNDLE	USD	\$ -
TASER 7 Battery and Warranty	TASER 7 Battery and Warranty	TASER 7 Battery and Warranty	USD	\$ -
TASER 7 Battery and Warranty 10 Year	TASER 7 Battery and Warranty 10 Year	TASER 7 Battery and Warranty 10 Year	USD	\$ -
Taser 7 Cartridge Bundle	Taser 7 Cartridge Bundle	Taser 7 Cartridge Bundle	USD	\$ -



Product Code	Product Name	Product Description	List Price Currency	List Price
TASER 7 Certification - Spares	TASER 7 Certification - Spares	TASER 7 Certification - Spares	USD	\$ -
TASER 7 Certification - Spares 10 Year	TASER 7 Certification - Spares 10 Year	TASER 7 Certification - Spares 10 Year	USD	\$ -
TASER 7 CQ 10 yr Dock Bundle	TASER 7 CQ 10 yr Dock Bundle	TASER 7 CQ 10 yr Dock Bundle	USD	\$ -
TASER 7 CQ Dock Bundle	TASER 7 CQ Dock Bundle	TASER 7 CQ Dock Bundle	USD	\$ -
TASER 7 Dock Bundle	TASER 7 Dock Bundle	TASER 7 Dock Bundle	USD	\$ -
TASER 7 Dock Bundle 10 Year	TASER 7 Dock Bundle 10 Year	TASER 7 Dock Bundle 10 Year	USD	\$ -
TASER 7 Extended Dock Bundle	TASER 7 Extended Dock Bundle	TASER 7 Extended Dock Bundle	USD	\$ -
Taser 7 Initial Cartridge Bundle	Taser 7 Initial Cartridge Bundle	Taser 7 Initial Cartridge Bundle	USD	\$ -
TASER 7++ Battery and Warranty	TASER 7++ Battery and Warranty	TASER 7++ Battery and Warranty	USD	\$ -
TASER 7++ Battery and Warranty 10y temp10	TASER 7++ Battery and Warranty 10y temp10	TASER 7++ Battery and Warranty 10y temp10	USD	\$ -
temp7+premuim	temp7+premuim	temp7+premuim	USD	\$ -
TWO REFRESH AB3 CAMERA TAP BUNDLE	TWO REFRESH AB3 CAMERA TAP BUNDLE	TWO REFRESH AB3 CAMERA TAP BUNDLE	USD	\$ -
TWO REFRESH AB3 DOCK 8-BAY TAP BUNDLE	TWO REFRESH AB3 DOCK 8-BAY TAP BUNDLE	TWO REFRESH AB3 DOCK 8-BAY TAP BUNDLE	USD	\$ -
TWO REFRESH BODY 2 CAMERA TAP BUNDLE	TWO REFRESH BODY 2 CAMERA TAP BUNDLE	TWO REFRESH BODY 2 CAMERA TAP BUNDLE	USD	\$ -
TWO REFRESH BODY 2 DOCK 1- BAY TAP BUNDLE	TWO REFRESH BODY 2 DOCK 1-BAY TAP BUNDLE	TWO REFRESH BODY 2 DOCK 1-BAY TAP BUNDLE	USD	\$ -
TWO REFRESH BODY 2 DOCK 6- BAY TAP BUNDLE	TWO REFRESH BODY 2 DOCK 6-BAY TAP BUNDLE	TWO REFRESH BODY 2 DOCK 6-BAY TAP BUNDLE	USD	\$ -
TWO REFRESH BODY 3 DOCK 1- BAY TAP BUNDLE	TWO REFRESH BODY 3 DOCK 1-BAY TAP BUNDLE	TWO REFRESH BODY 3 DOCK 1-BAY TAP BUNDLE	USD	\$ -
TWO REFRESH FLEX 2 DOCK 1- BAY TAP BUNDLE	TWO REFRESH FLEX 2 DOCK 1-BAY TAP BUNDLE	TWO REFRESH FLEX 2 DOCK 1-BAY TAP BUNDLE	USD	\$ -
TWO REFRESH FLEX 2 DOCK 6- BAY TAP BUNDLE	TWO REFRESH FLEX 2 DOCK 6-BAY TAP BUNDLE	TWO REFRESH FLEX 2 DOCK 6-BAY TAP BUNDLE	USD	\$ -
TWO REFRESH FLEX2 CAMERA AND CONTROLLER TAP BUNDLE	TWO REFRESH FLEX2 CAMERA AND CONTROLLER TAP BUNDLE	TWO REFRESH FLEX2 CAMERA AND CONTROLLER TAP BUNDLE	USD	\$ -
UK E.COM BASIC LICENSE BUNDLE	UK E.COM BASIC LICENSE BUNDLE	UK E.COM BASIC LICENSE BUNDLE	USD	\$ -
UK PRO E.COM LICENSE BUNDLE	UK PRO E.COM LICENSE BUNDLE	UK PRO E.COM LICENSE BUNDLE	USD	\$ -
Unlimited 7 Spares	Unlimited 7 Spares	Unlimited 7 Spares	USD	\$ -



Product Code	Product Name	Product Description	List Price Currency	List Price
VR 3 DOF UNLIMITED CONTENT TRAINING BUNDLE	VR 3 DOF UNLIMITED CONTENT TRAINING BUNDLE	VR 3 DOF UNLIMITED CONTENT TRAINING BUNDLE	USD	\$ -





## **REQUIRED FORMS CHECKLIST**

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature**
- ☒ Completed: **Vendor Contact Information**
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☒ Completed: **Resident/Nonresident Certification**
- ☒ Completed: **No Israel Boycott Certification**
- ☒ Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☒ Completed: **Historically Underutilized Business (HUB) Certification**
- ☒ Completed: **Construction Related Goods and Services Affirmation**
- ☒ Completed: **Deviation/Compliance**
- ☒ Completed: **Location/Authorized Seller Listings**
- ☒ Completed: **Manufacturer Dealer Designation**
- ☒ Completed: **Texas Regional Service Designation**
- ☒ Completed: **State Service Designation**
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☒ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Completed: **Governmental References**
- ☒ Completed: **Marketing Strategy**
- ☒ Completed: **Confidential/Proprietary Information**
- ☒ Completed: **Vendor Business Name with IRS Form W-9**
- ☒ Completed: **EDGAR Vendor Certification**
- ☒ Completed: **Proposal Invitation Questionnaire**
- ☒ Completed: **Proposal Specifications** (*Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with proposal response or response will not be considered.*)
- ☒ Completed: **Required Forms Checklist**



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## City Council Regular Meeting

**DEPARTMENT:** Development Services

**FROM:** Tony McIlwain, Development Services Director

**MEETING:** August 21, 2023

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**SUBJECT:**

Consider approval of an ordinance repealing in its entirety Article III “Amusements” of Chapter 14 “Businesses” of the Code of Ordinances, City of Burleson, Texas, setting forth rules and regulations for amusement centers and requiring certain amusement centers to obtain a permit for coin-operated machines. (First Reading) (*Staff Contact: Tony McIlwain, Development Services Director*)

**SUMMARY:**

Staff has determined the need to update and standardize the review and approval processes /requirements relating to amusements. The City’s amusements provisions are contained within Chapter 14 of the Code of Ordinances. The earliest amusement provisions were written and took effect in 1977, with other provision taking place in the early 1980s. As presently written, the City Secretary has to accept and issue an operating license for an amusement use. Additionally, the Chief of Police has to review license renewals, replacements and temporary permits for amusement uses.

It is staff’s determination that this type of activity is best processed through the Development Services Department as the principal review authority. Deleting Article III “Amusements” of Chapter 14 “Businesses” of the Code of Ordinances will allow a hard- reset of the approval of these proposed land uses; these proposals will default to the standardized land use and permitting review process within Development Services and remove the unnecessary involvement of the City Secretary and Chief of Police in these routine requests.

Regulations pertaining to Amusements would remain in place as Appendix B Zoning, of the Code of Ordinances provides land use definitions, permissible land uses and zoning districts that the Planning staff routinely uses to evaluate and approve applications.

**OPTIONS:**

- 1) Approve the ordinance as presented
- 2) Approve the ordinance with changes
- 3) Deny the ordinance



**RECOMMENDATION:**

Staff recommendations approval of the ordinance.

**PRIOR ACTION/INPUT (Council, Boards, Citizens):**

None

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

Tony McIlwain  
Development Services Director  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
817-426-9684





# Consider an Ordinance amending Chapter 14, Article III, Amusements

Presented to the City Council on  
August 21, 2023



## Chapter 14, Article III, Amusements

- The City's amusements regulations are contained in Article III, "Amusements" of Chapter 14 "Businesses" of the Code of Ordinances.
- The provisions of Article III are antiquated, and among other things, requires the following:

*No person may operate an amusement center in the city without first obtaining a license from the city secretary. All licenses, renewals, replacements or temporary permits must be approved first by the chief of police prior to final approval by the city secretary.*

- This requirement is atypical of other land use activities that are reviewed, approved and permitted by the City's Development Services Department.



## Chapter 14, Article III, Amusements

- Deleting Article III, “Amusements” of Chapter 14 “Businesses” of the Code of Ordinances will remove the unnecessary involvement of the City Secretary and Police Chief from the review and approval process.
- Staff conducted internal discussions and reached a determination that the Development Services Department is the most appropriate review authority for amusement(s) land use applications.
- Development Services would engage in a standardized process of application review, permit issuance, inspection services and issuance of a certificate of occupancy for amusement uses.



## Chapter 14, Article III, Amusements

- Regulations pertaining to Amusements would remain in place as Appendix B Zoning, of the Code of Ordinances provides land use definitions, permissible land uses and zoning districts that the Planning staff routinely uses to evaluate and approve applications.
- In the event there are nuisance complaints about any amusement land use activity, staff will coordinate a response through the most appropriate city department (e.g. Police Department, Neighborhood Services-Code Compliance, Fire Department- Fire Marshal's office).



### **Council Options**

- Approve the ordinance as presented
- Approve the ordinance with revisions
- Deny the ordinance

### **Staff's Recommendation**

Staff recommends approval of the ordinance as provided.



## ORDINANCE

AN ORDINANCE REPEALING IN ITS ENTIRETY ARTICLE III “AMUSEMENTS” OF CHAPTER 14 “BUSINESSES” OF THE CODE OF ORDINANCES, CITY OF BURLESON, TEXAS SETTING FORTH RULES AND REGULATIONS FOR AMUSEMENT CENTERS AND REQUIRING CERTAIN AMUSEMENT CENTERS TO OBTAIN A PERMIT FOR COIN-OPERATED MACHINES; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

**WHEREAS**, the City Council of the City of Burleson adopted various ordinances codifying Article III of Chapter 14 of the City of Burleson Code of Ordinances, providing for rules and regulations for amusement centers and requiring certain amusement centers obtain a permit for coin-operated machines; and

**WHEREAS**, the City Council deems it necessary and proper and in the best interests of the public health, safety, and general welfare to repeal Article III “Amusements” of Chapter 14 “Businesses” of the City of Burleson Code of Ordinances.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS:**

### Section 1.

Article III “Amusements” of Chapter 14 “Businesses” of the City of Burleson Code of Ordinances, is hereby repealed in its entirety.

#### ~~ARTICLE III—AMUSEMENTS~~ ~~DIVISION 1—GENERALLY~~

##### ~~§ 14-61 Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~AMUSEMENT CENTER—A public place or building where coin-operated amusement devices are located and at least 30 percent of the public floor of which is devoted to coin-operated~~



~~devices and their public use. This term does not include:~~

- ~~(1) Pool halls, if 75 percent of the public floor area is not devoted to coin-operated amusement devices;~~
- ~~(2) Bowling alleys;~~
- ~~(3) Recreation areas of non-profit corporations and associations; or~~
- ~~(4) Recreation areas of churches.~~

~~COIN-OPERATED AMUSEMENT DEVICE A machine or device operated by insertion of a coin, token or similar object for the purpose of amusement or skill. This term does not include:~~

- ~~(1) Musical devices;~~
- ~~(2) Machines designed exclusively for children; or~~
- ~~(3) Devices designed to train persons in athletic skills of golf, tennis, baseball, archery, or other similar sports.~~

~~MACHINE AREA To calculate the public floor area of coin-operated amusement devices, each machine or device will be assigned a dimension of not less than 15 square feet; if a machine or device affords play to two or more persons simultaneously or in order or sequence, then the actual dimensions of the machine or device plus five square feet per player side or station, shall be assigned to the machine, said area not to be less than 15 square feet per machine; if the machines are congregated in a separate room, partitioned area or generally centralized location, then the perimeter dimensions of that area shall be used to determine floor area and if there are additional machines located outside of the centralized area, then their area, as computed above, shall be added to the perimeter dimension to arrive at the overall floor area of coin-operated amusement devices.~~

~~OPERATOR A person who manages or controls an amusement center.~~

~~POOL TABLE OR BILLIARD TABLE Any table surrounded by a lodge or cushion, with or without pockets, upon which balls are propelled by a stick or cue, and where the player thereon does not or is not required to make a coin deposit before such game may be actually commenced.~~

~~PUBLIC FLOOR AREA That area intended for use by the public while in said public place or building, but not including restrooms, storage areas or rooms, offices, living quarters, or other areas which are separate rooms and used for other unrelated purposes.~~

~~§ 14-62 through § 14-80. (Reserved)~~

## ~~DIVISION 2—AMUSEMENT CENTERS~~

### ~~Subdivision I—In General~~

~~§ 14-81 Exemptions.~~

~~The provisions of this division do not apply to an amusement center located on property owned by a political subdivision.~~



~~§ 14-82 Hours of operation; proximity to schools or churches.~~

- ~~(a) Except as provided in subsection (b) or subsection (c) of this section, no licensee or operator may operate the amusement center between the hours of 12:01 a.m. to 9:00 a.m., Monday through Friday, and between the hours of 2:00 a.m. to 9:00 a.m., Saturday and Sunday.~~
- ~~(b) If an amusement center is within 300 feet of a district zoned for residential use under the comprehensive general zoning ordinance of the city and persons under 18 years of age are admitted to the amusement center, a licensee or operator shall not operate the amusement center except between the hours of 9:00 a.m. to 11:00 p.m., Sunday through Thursday, and between the hours of 9:00 a.m. to 12:00 midnight Friday and Saturday.~~
- ~~(c) There shall be no amusement centers located within 500 feet of an existing public or private elementary or secondary school grounds or church structure (sanctuary, educational buildings, parsonage, or playground).~~
- ~~(d) For purposes of this section measurements shall be made in a straight line without regard to intervening structures or objects, from the nearest entry door in the portion of the building used as an amusement center to the nearest point of a district restricted to residential use or nearest school grounds or church property.~~
- ~~(e) If an amusement center's hours are restricted only by subsection (a) of this section, a licensee may obtain a temporary permit to operate continuously. The city secretary shall issue a temporary permit for no longer than 30 days and only once a year.~~

~~§ 14-83 Prohibited activities in licensed establishment.~~

- ~~(a) A licensee or operator may not permit any of the following activities within the amusement center:~~
  - ~~(1) Violation of any possession, sale, or delivery provisions in subchapter four of the Texas Controlled Substances Act, V.T.C.A., Health and Safety Code § 481.00 et seq.;~~
  - ~~(2) Violation of any provision in V.T.C.A., Alcoholic Beverage Code §§ 106.02—106.12;~~
  - ~~(3) Prostitution;~~
  - ~~(4) Gambling; or~~
  - ~~(5) Entry of a person younger than 17 years between the hours of 9:00 a.m. to 3:00 p.m. during the fall or spring term when students are required to attend school in the school district in which the center is located.~~
- ~~(b) A licensee or operator may not permit on the premises of the amusement center any violation of V.T.C.A., Penal Code § 42.01.~~
- ~~(c) In subsection (b) of this section, premises means an area, other than the interior of an amusement center, to which the public or a substantial group of the public has access and which is under the control of an owner or operator of an amusement center, such as a parking facility or private sidewalk.~~



~~§ 14-84 through § 14-100. (Reserved)~~

## ~~Subdivision II—License~~

### ~~§ 14-101 Required.~~

~~No person may operate an amusement center in the city without first obtaining a license from the city secretary. All licenses, renewals, replacements or temporary permits must be approved first by the chief of police prior to final approval by the city secretary.~~

### ~~§ 14-102 Application.~~

- ~~(a) An applicant for a license shall file with the city secretary a written application which shall be signed by the applicant, who shall be the owner of the amusement center. Should an applicant maintain an amusement center at more than one location, a separate application must be filed for each location. The following information is required in the application:~~
- ~~(1) Name, address, and telephone number of the applicant, including the trade name by which applicant does business and the street address of the amusement center, and if incorporated, the name registered with the secretary of state;~~
  - ~~(2) Name, address and telephone number of the operator of the amusement center and proof that the operator is at least 18 years of age;~~
  - ~~(3) Whether the applicant, operator, and, if applicable, any corporate officer of the applicant has been convicted within the preceding five years of an offense involving drugs, gambling, prostitution, obscenity, or unlawfully carrying a weapon;~~
  - ~~(4) The previous occupation of the applicant, operator, and, if applicable, all corporate officers of the applicant within the preceding five years;~~
  - ~~(5) Whether a previous license of applicant, or, if applicable, corporate officer of applicant has been revoked within two years of filing of the application;~~
  - ~~(6) Number of coin-operated amusement devices in the center; and~~
  - ~~(7) A statement that all the facts contained in the application are true.~~

~~(b) The city secretary may require additional information of an applicant or licensee to clarify items on the application.~~

~~(c) No applicant may maintain an amusement center in violation of the comprehensive zoning ordinance of the city.~~

### ~~§ 14-103 Display; replacement; nonassignable; change of ownership.~~

- ~~(a) Each license issued pursuant to this article must be posted and kept in a conspicuous place in the amusement center and must state the number of coin-operated amusement devices for which the license was issued.~~
- ~~(b) A replacement license may be issued for one lost, destroyed, or mutilated, upon application to the city secretary. A replacement license shall have the word "Replacement" stamped across its face and shall bear the same number as the one it replaces.~~
- ~~(c) An amusement center license is not assignable or transferable.~~
- ~~(d) A licensee shall notify the city secretary within ten days of a change or partial change in the~~



~~ownership or management of the amusement center, or a change of address or trade name.~~

~~§ 14-104 Refusal to issue or renew.~~

~~The city secretary shall refuse to approve issuance or renewal of an amusement center license for one or more of the following reasons:~~

- ~~(1) A false statement as to a material matter made in an application for a license;~~
- ~~(2) Conviction within the preceding five years of the applicant, applicant's operator, or corporate officer of the applicant, of an offense involving drugs, gambling, prostitution, or obscenity, or unlawfully carrying a weapon; or~~
- ~~(3) Revocation of a license, pursuant to this division of the applicant or corporate officer of the applicant within two years preceding the filing of the application.~~

~~§ 14-105 Revocation.~~

~~(a) The city secretary shall revoke an amusement center license for one or more of the following reasons:~~

- ~~(1) A false statement as to a material matter made in an application for a license, license renewal, or a hearing concerning the license;~~
- ~~(2) Conviction of the licensee, licensee's operator, or corporate officer of the licensee of an offense involving drugs, gambling, prostitution, obscenity or unlawfully carrying a weapon;~~
- ~~(3) Conviction twice within a one-year period of the licensee or licensee's operator for a violation of the hours of operation provision of this division;~~
- ~~(4) Employment by the licensee of an operator who is under 18 years of age;~~
- ~~(5) Operation of an amusement center containing more coin-operated amusement devices than the center is licensed for and each additional coin-operated amusement device over the authorized number is a separate violation of this division;~~
- ~~(6) Violation by the licensee or licensee's operator of section 14-82.~~

~~(b) The city secretary shall send written notice of revocation to a licensee by certified mail, return receipt requested, setting forth the reasons for the revocation to the address given by the applicant as the applicant's address in the application or to the address given in the application for the place of business.~~

~~§ 14-106 Fees.~~

~~The city secretary is authorized to collect a fee, as approved by the city council, for each location that is authorized as an amusement center. The fee is payable to the city upon approval of the license by the city secretary. No refund on license fees will be made.~~

~~§ 14-107 Appeal.~~

~~If the city secretary refuses to approve the issuance of a license, or the renewal of a license to an applicant, or revokes a license issued to a licensee under this division, this action is final unless the applicant or licensee, within ten days after the receipt of written notice of the action, files with the city manager a written appeal. The city manager shall, within ten days after the appeal is filed, consider all the evidence in support of or against the action appealed, and render a decision either~~



~~sustaining or reversing the action. If the city manager sustains the action, the applicant or licensee may, within ten days of that decision file a written appeal with the city secretary to the city council setting forth specific grounds for the appeal. The city council shall, within 30 days, grant a hearing to consider the action. The city council has authority to sustain, reverse, or modify the action appealed. The decision of the city council is final.~~

~~§ 14-108 through § 14-140. (Reserved)~~

## **Section 2.**

The findings set forth above in the recitals of this Ordinance are incorporated into the body of this Ordinance as if fully set forth herein.

## **Section 3.**

That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

## **Section 4.**

Any complaint, notice, notice of violation, action, cause of action, hearing request, appeal, or claim which prior to the effective date of this Ordinance that has been initiated or arisen under or pursuant any ordinance(s) shall continue to be governed by the provision of that ordinance or ordinances, and for that purpose that ordinance or ordinances shall be deemed to remain and shall continue in full force and effect.

## **Section 5.**

That the terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

## **Section 6.**

That it is the intention of the City Council and is hereby ordained that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Burleson, and that the sections of this ordinance may be renumbered or relettered to accomplish such intention.

## **Section 7.**

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



**Section 8.**

This ordinance shall become effective immediately upon its passage and publication as required by law.

AND IT IS SO ORDAINED.

**PASSED AND APPROVED** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**First Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Final Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Campos, City Secretary

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney



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Choose an item.

**DEPARTMENT:** Fire

**FROM:** K.T. Freeman, Fire Chief

**MEETING:** August 7, 2023

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**SUBJECT:**

Consider approval of a resolution amending Resolution CSO#5077-04-2023 by adopting an amended emergency medical and ambulance services billing policy. (*Staff Presenter: K.T. Freeman, Fire Chief*)

**SUMMARY:**

On December 12, 2022, the City entered into an agreement for specialized professional ambulance billing services with Emergicon, LLC for Emergicon to provide billing and claims management services for the City's emergency medical and ambulance services. On April 17, 2023, the City Council passed and approved Resolution No. CSO#5077-04-2023 that adopted an emergency medical and ambulance services billing policy. On June 18, 2023, however, the 88<sup>th</sup> Texas Legislature passed Senate Bill 2476 that amended the Insurance Code to prohibit emergency medical providers from engaging in the practice of balance billing patients with specific types of insurance policies. The bill is effective as of September 1, 2023. To ensure compliance with Senate Bill 2476 and all other applicable laws, the proposed resolution makes a minor adjustment to the current billing policy by specifying that any balance billing must be compliant with all state and federal laws.

When presenting the proposed resolution to the City Council, City staff will discuss the implications Senate Bill 2476 will have on billing practices, procedures, and collections. The Texas EMS industry generally viewed Senate Bill 2476 positively and supported its passage, and City staff feels, after talking to Emergicon and other industry sources, that the bill will have a minor yet positive impact on the City's billing practices, procedures, and collections.

**OPTIONS:**

- 1) Approve as presented
- 2) Approve with changes
- 3) Deny

**RECOMMENDATION:**



Approve as presented

**PRIOR ACTION/INPUT (Council, Boards, Citizens):**

n/a

**FISCAL IMPACT:**

n/a

**STAFF CONTACT:**

K.T. Freeman  
Fire Chief  
[ktfreeman@burlesontx.com](mailto:ktfreeman@burlesontx.com)  
817-426-9171





THE CITY OF  
**BURLESON**  
TEXAS

# Burleson Fire & EMS

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8/21/2023

Update on Texas Senate Bill 2476



# Discussion Objectives:

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- What is Texas Senate Bill 2476
- Timeline Overview
- Implications for the City's Billing Policies & Fee Schedule
- Key Goals for Senate Bill 2476



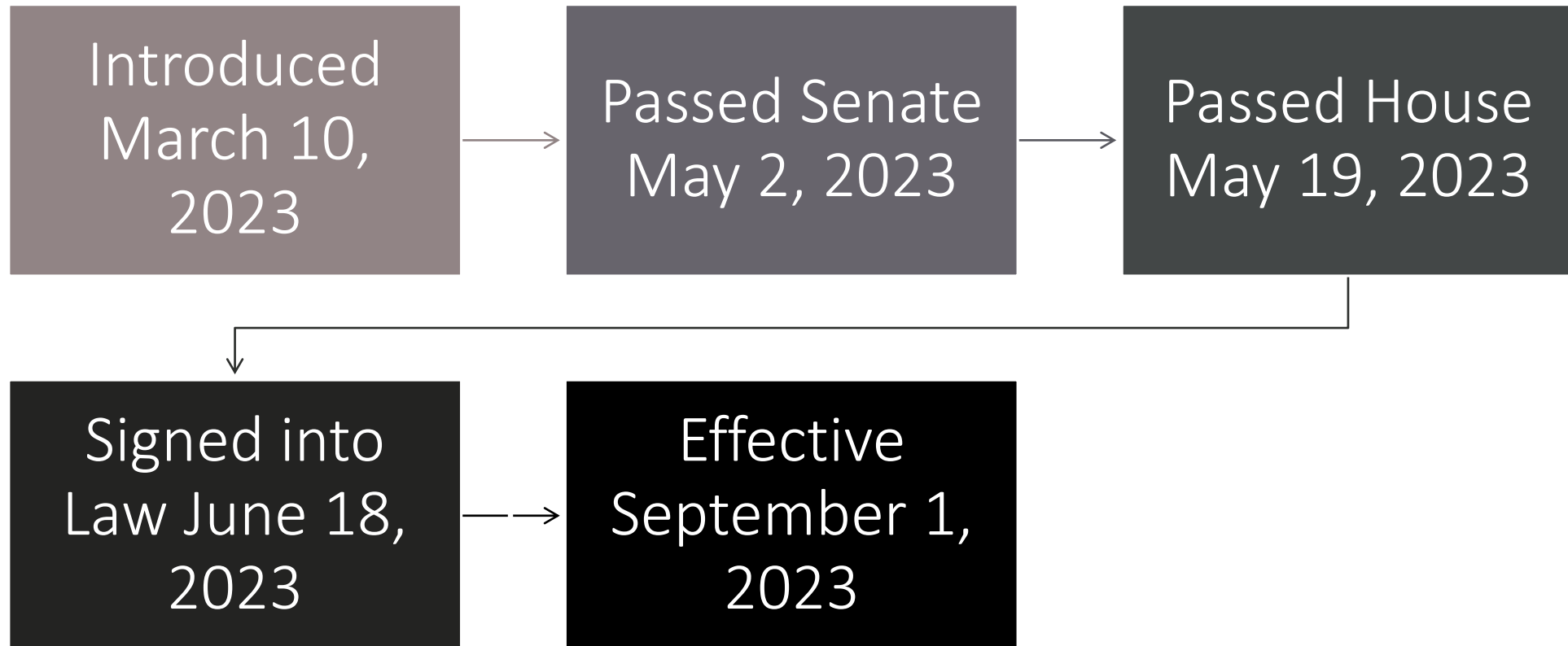
# What is Texas Senate Bill 2476?

- Senate Bill 2476 requires municipal ground ambulance service providers to create and maintain a billing rate database. This database must include the following information:
- The provider's standard billing rates for all services
- The provider's discount rates for certain groups, such as Medicare and Medicaid
- The provider's policies on balance billing



# Texas Senate Bill 2476 Time-Line

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## Impacts anticipated on current fee schedule and billing policies

Staff consulted with Emergicon concerning potential impact of Senate Bill 2476 (SB2476) & received the following information:

1. Current Fee Schedule is in compliance with SB 2476
2. Modifying the City's current fee structure is not recommended
3. The City's fee schedule is designed to effectively capture revenues from commercial insurances
4. Texas EMS Alliance predicts only 20% of all patients transported will be affected by SB2476
5. An important intent of SB 2476 is to place more pressure on insurance companies to pay ambulance providers at a monetary level commensurate with the services provided
6. SB 2476 prohibits the balancing billing of patients for out-of-network services by ground EMS



## Summary of: Key purposes of SB 2476

- ✓ Helps to protect consumers from surprise medical bills.
- ✓ Places more pressure on insurance companies to pay ambulance providers at a monetary level commensurate with the services provided
- ✓ Will help to mitigate ambulance providers from billing exorbitant rates for their services
- ✓ Consumers will have the ability to compare prices after receiving bills for ambulance services
- ✓ Communities that lack rates set by the local governmental entity, health plans will be directed to reimburse ground EMS agencies at the lesser of the billing charge or 325 percent of Medicare



# Action Item

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Staff recommends: Council approve a resolution amending Resolution CSO#5077-04-2023 by adopting an amended emergency medical and ambulance services billing policy.



# Questions / Comments

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## **RESOLUTION**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AMENDING RESOLUTION CSO#5077-04-2023 BY ADOPTING AN AMENDED EMERGENCY MEDICAL AND AMBULANCE SERVICES BILLING POLICY.**

**WHEREAS**, the City of Burleson, Texas (“City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, on December 12, 2022, the City entered into an agreement for specialized professional ambulance billing services with Emergicon, LLC (“Emergicon”) for Emergicon to provide billing and claims management services for the City’s emergency medical and ambulance services (the “Agreement”); and

**WHEREAS**, on April 17, 2023, the City Council passed and approved Resolution No. CSO#5077-04-2023 adopted an emergency medical and ambulance services billing policy; and

**WHEREAS**, on June 18, 2023, the 88<sup>th</sup> Texas Legislature passed Senate Bill 2476 that amended the Insurance Code to prohibit emergency medical providers from engaging in the practice of balance billing patients with specific types of insurance policies; and

**WHEREAS**, the City Council desires to amend the current billing policy to be compliant with state law; and

**WHEREAS**, the City Council finds that adopting the emergency medical and ambulance services billing policy attached hereto as Exhibit “A” (the “Emergency Medical and Ambulance Services Billing Policy”) is in the best interest of the citizens of the City; and

**WHEREAS**, the City Council desires to direct City staff to bring the initial fee schedule listed in the Emergency Medical and Ambulance Services Billing Policy back before Council during Council’s consideration of the annual budget for Fiscal Year 2023 as an ordinance or part of the fee schedule ordinance.

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

#### **Section 1.**

The Emergency Medical and Ambulance Services Billing Policy is hereby approved and adopted. The City Manager is hereby directed to deliver a copy of the Emergency Medical and Ambulance Services Billing Policy to Emergicon. The City Council further directs City staff to bring the initial fee schedule listed in the Emergency Medical and Ambulance Services Billing Policy back before Council during Council’s consideration of the annual budget for Fiscal Year 2023 as an ordinance or part of the fee schedule ordinance.



**Section 2.**

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

**PASSED, APPROVED, AND SO RESOLVED** by the City Council of the City of Burleson, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Amanda Campos, City Secretary

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney



# EXHIBIT “A”

## Emergency Medical and Ambulance Services Billing Policy



**CITY OF BURLESON**  
**EMERGENCY MEDICAL AND AMBULANCE SERVICES BILLING POLICY**  
**Approved April 17, 2023, Amended August 21, 2023**

**PURPOSE**

- 1.01. General. On December 12, 2022, the City of Burleson ("City") entered into an agreement for specialized professional ambulance billing services with Emergicon, LLC ("Emergicon") for Emergicon to provide billing and claims management services for the City's emergency medical and ambulance services (the "Agreement"). The purpose of this Policy is to provide direction to Emergicon in performing its duties under the Agreement by approving an initial fee schedule for emergency medical and ambulance services, approving specific billing practices, and authorizing Emergicon to make certain discounts and write offs.
- 1.02. Effective Date of Policy. The terms of this Policy shall take effect on October 1, 2023.

**FEE SCHEDULE**

- 2.01. Fee Schedule. The initial fee schedule for emergency medical and ambulance services in the City is as follows:

<b>Proposed Fee Schedule</b>	
ALS-E - A0427	<b>\$1,600.00</b>
ALS 2 - A0433	<b>\$1,750.00</b>
BLS-E - A0429	<b>\$1,400.00</b>
SCT - A0434	<b>\$2,200.00</b>
ALS Disp - A0398	<b>\$400.00</b>
BLS Disp - A0382	<b>\$350.00</b>
O2 - A0422	<b>\$150.00</b>
Mileage - A0425	<b>\$24.00</b>
TNT - A0998	<b>\$175.00</b>



- 2.02. Definitions. The terms and acronyms used in the initial fee schedule above shall have the following meanings in this Policy:

*Advanced Life Support – Emergent (ALS-E)* – A patient is in more critical condition, and a paramedic is required to assist in the treatment of the patient.

*Advanced Life Support 2 (ALS 2)* – ALS-E combined with specific medication or interventions delivered.

*Basic Life Support – Emergent (BLS-E)* – An emergency transport provided by certified Emergency Medical Technicians (EMTs).

*Specialty Care Transport* – Interfacility transport of a critically ill patient, which requires specially trained paramedics.

*Advanced Life Support Disposables* – A bundled fee designed to cover supplies used during ALS-E or ALS 2 transports.

*Basic Life Support Disposables* – A bundled fee designed to cover supplies used during BLS-E transports.

*Oxygen* – A fee for oxygen.

*Mileage* – A fee per mile of transport.

*Treatment No Transport (TNT)* – A fee that can be assessed when specific interventions are performed, but the patient is not transported.

- 2.03. Applicability. The initial fee schedule shall apply to both residents and non-residents of the City.
- 2.04. TNT Fee. The TNT fee shall apply only when an ALS intervention is performed.
- 2.04. Ordinance. City staff is hereby directed to bring the initial fee schedule above back before Council during Council’s consideration of its annual budget for Fiscal Year 2023 as an ordinance or part of an ordinance.

## **BILLING PRACTICES, DISCOUNTS, AND WRITE OFFS**

- 3.01. Balance Billing. To the extent authorized by state and federal law, Emergicon is authorized to utilize balance billing, meaning the patient shall receive a bill for the difference between the amount charged and the amount the patient’s insurance covers and approves.
- 3.02. Authorized Write Offs. Emergicon is authorized to write off fees for disposables



and oxygen. The specific amounts written off, if any, and other terms of the write off shall be determined by Emergicon.

- 3.03. Hard Collections Prohibition. Emergicon shall not utilize collection methods that report unpaid balances to credit reporting agencies.
- 3.04. Interest-Free Payment Plans. Emergicon is authorized to offer patients with balances interest-free payment plans. The specific terms of such payment plan, if any, shall be determined by Emergicon.
- 3.05 Prompt Payment Discounts. Emergicon is authorized to allow a prompt pay discount of twenty-five percent (25%) to forty-five percent (45%) of the amount owed. The specific discount percentage, if any, and other terms of the discount shall be determined by Emergicon.



# EXHIBIT “A”

## Emergency Medical and Ambulance Services Billing Policy



**CITY OF BURLESON**  
**EMERGENCY MEDICAL AND AMBULANCE SERVICES BILLING POLICY**  
**Approved April 17, 2023, Amended August 7, 2023**

**PURPOSE**

- 1.01. General. On December 12, 2022, the City of Burleson ("City") entered into an agreement for specialized professional ambulance billing services with Emergicon, LLC ("Emergicon") for Emergicon to provide billing and claims management services for the City's emergency medical and ambulance services (the "Agreement"). The purpose of this Policy is to provide direction to Emergicon in performing its duties under the Agreement by approving an initial fee schedule for emergency medical and ambulance services, approving specific billing practices, and authorizing Emergicon to make certain discounts and write offs.
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## **BILLING PRACTICES, DISCOUNTS, AND WRITE OFFS**

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- 3.05 Prompt Payment Discounts. Emergicon is authorized to allow a prompt pay discount of twenty-five percent (25%) to forty-five percent (45%) of the amount owed. The specific discount percentage, if any, and other terms of the discount shall be determined by Emergicon.



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## City Council Regular Meeting

**DEPARTMENT:** Public Works  
**FROM:** Errick Thompson, Deputy Director  
**MEETING:** August 21, 2023

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**SUBJECT:**

Consider approval of an ordinance amending Ordinance CSO#3069-09-2022 the City's Fee Schedule by adding fees associated with the engineering review and inspection of private development; finding that the meeting at which this ordinance is passed was open to the public and that the recitals are true; containing a severability clause, cumulative clause, and effective date. (*Final Reading*)(*Staff Presenter: Errick Thompson, Deputy Public Works Director*)

**SUMMARY:**

The 88th Session of the Texas Legislature included passage of House Bill 3492 that amends the Texas Local Government Code to prohibit value-based fees for application, review, engineering, inspection, acceptance, administrative, or other fee imposed by a municipality related to the construction. This change is effective September 1, 2023.

As a result the City's current project value-based fees must be revised and there is a need to amend the City's approved fee schedule to include new fees as a result of this legislation. The request is to add a section within the fee schedule to address these new fees based on projected staff time for these activities. The proposed fees in the amendment replace existing project value-based fees for the period of September 1, 2023 through September 30, 2023. The Fee Schedule for FY2023-2024 will also include these fees. If approved, staff will collect additional data going forward to refine these initial fees in future fee schedules. Information on this proposed amendment was provided to private development stakeholders on July 31, 2023 and is scheduled to be reviewed with them on August 17, 2023.

After stakeholder feedback and additional staff analysis, revisions to the following fee schedule that was originally presented for First Reading at the August 7, 2023 meeting of the Burleson City Council may be provided at the August 21, 2023 meeting as necessary.



## Engineering

SERVICE	FEE
<b>1. Construction Plan Review</b>	
A. Residential	\$500.00 + (\$364 x number of lots)
B. Commercial	\$500.00 + (\$292 x number of acres)
<b>2. Construction Inspection (\$500.00 + the following costs)</b>	
A. Water Line	\$0.58 per linear foot
B. Sewer Line	\$0.58 per linear foot
C. Storm Sewer	\$0.64 per linear foot
D. Roadway Paving (public and private)	\$0.29 per square yard
E. Sidewalk / Trail	\$1.04 per square yard
F. Handicap Ramps	\$13.71 each
G. Water and Sewer Services	\$14.40 each
H. Sewer Manholes	\$36.00 each
I. Storm Manholes / Inlets	\$36.00 each
J. Lift Station	\$1,200 each
K. Public Infrastructure not listed (includes private storm infrastructure associated with roadway)	\$48.00 per hour (estimated at time of submittal)
<b>3. Inspection Overtime Rate (2 hour minimum)</b>	\$72.00 per hour
<b>4. Closing Abandoning of</b>	
A. Right-of-Way	\$550.00
B. Easement	\$250.00
<b>5. Sign Installation</b>	\$250.00 per sign
<b>6. Easement/Right of Way Use Agreement</b>	\$125.00
<b>7. Traffic Study Fee</b>	\$1,250.00
<b>8. Flood Study Reviews (Includes detention/retention analysis)</b>	\$1 per foot of reach length (\$2,000 minimum)

### **RECOMMENDATION:**

Staff recommends approval of the ordinance as presented.

### **FISCAL IMPACT:**

Other than the collection of the new fee, there are no other fiscal impacts.

### **STAFF CONTACT:**

Name: **Errick Thompson**  
 Title: **Deputy Public Works Director**  
 Email: [ethompson@burlesontx.com](mailto:ethompson@burlesontx.com)  
 Phone: **817-426-9610**





# Amendment to FY2022-2023 Fee Schedule

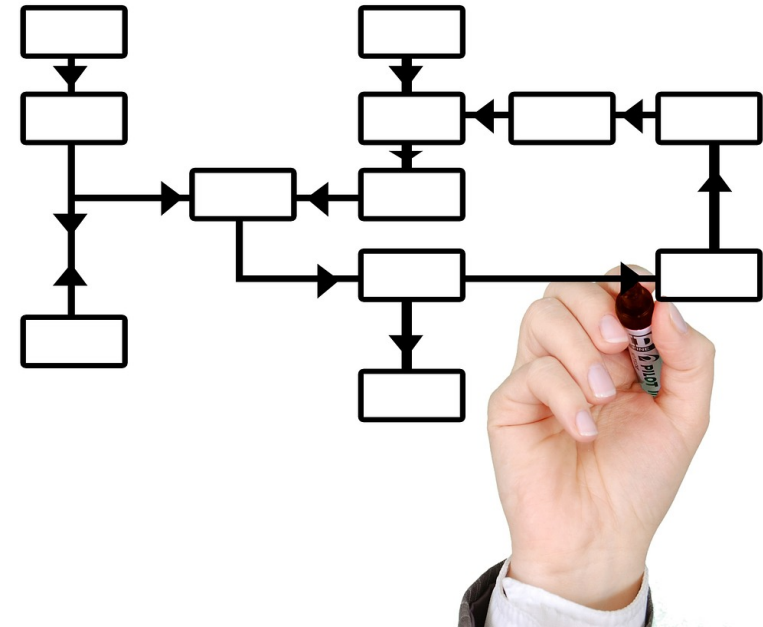
Development Engineering Review and Inspection Fees

City Council  
Final Reading  
August 21, 2023



# Engineering Review and Inspection of Private Development

- Like most municipalities, Burleson charges fees to developers to cover the costs of engineering review, inspection, acceptance, and associated administrative tasks by staff from initial submittal through final acceptance of the constructed project
- A \$750 plan review fee is charged at initial submittal and \$250 for each re-submittal
- After plans are accepted, a Developer's Contract Fee (4% of the proposed developments construction value) is charged for construction inspection, material testing, and administration





# 88th Texas Legislative Session

HB 3492 - Effective September 1, 2023

- Prohibits a value based calculation of fees for the application, review, engineering, inspection, acceptance, administrative, or other fee imposed by a municipality related to the construction
- Requires fee to be determined by considering the actual cost to review and process engineering or construction plans and inspection of public infrastructure improvement



**It is critical to have new fees in place prior to the September 1, 2023 effective date for compliance with this new law**



# Actions in Response to HB3492 Being Signed into Law

Staff has taken a number of actions to assess and develop recommendations

- Conferred with the City Attorney, Texas Municipal League, and other municipalities
- Reviewed historical data on engineering review, administration, and inspection activity
- Developed interim fees consistent with new state law that are based on projected staff time for various review, administrative, and inspection activities
- Began developing framework for additional data collection efforts that will be used to refine these fees in the future





# CURRENT City of Burleson Fees

## Engineering

PERMIT/SERVICE	FEE
1. Developers Contract Fee	4% Of Value of Contract
2. Closing Abandoning of	
A. Right-of-Way	\$550
B. Easement	\$250
3. Sign Installation	\$250 per sign
4. Plan Review	
A. Initial Submittal	\$750
B. Every Additional Review	\$250
5. Easement/Right of Way Use Agreement	\$125
6. Traffic Study Fee	\$1,250
7. Flood Study Reviews	\$1 per foot of reach length / \$2,000 minimum
8. Overtime Inspection Fee	\$55 per hour

Developers Contract Fee (item #1 above) includes 2% inspection and 2% administrative fee based on value of public infrastructure and Plan Review (items #4A and 4B above) are being replaced with the proposed fees detailed in items #1 and #2 on the following slide



# PROPOSED City of Burleson Fee Amendment

## Engineering

SERVICE	FEE
<b>1. Construction Plan Review</b>	
A. Residential	\$500.00 + (\$364 x number of lots)
B. Commercial	\$500.00 + (\$292 x number of acres)
<b>2. Construction Inspection (\$500.00 + the following costs)</b>	
A. Water Line	\$0.58 per linear foot
B. Sewer Line	\$0.58 per linear foot
C. Storm Sewer	\$0.64 per linear foot
D. Roadway Paving (public and private)	\$0.29 per square yard
E. Sidewalk / Trail	\$1.04 per square yard
F. Handicap Ramps	\$13.71 each
G. Water and Sewer Services	\$14.40 each
H. Sewer Manholes	\$36.00 each
I. Storm Manholes / Inlets	\$36.00 each
J. Lift Station	\$1,200 each
K. Public Infrastructure not listed (includes private storm infrastructure associated with roadway)	\$48.00 per hour (estimated at time of submittal)
<b>3. Inspection Overtime Rate (2 hour minimum)</b>	\$72.00 per hour
<b>4. Closing Abandoning of</b>	
A. Right-of-Way	\$550.00
B. Easement	\$250.00
<b>5. Sign Installation</b>	\$250.00 per sign
<b>6. Easement/Right of Way Use Agreement</b>	\$125.00
<b>7. Traffic Study Fee</b>	\$1,250.00
<b>8. Flood Study Reviews (Includes detention/retention analysis)</b>	\$1 per foot of reach length (\$2,000 minimum)

New fees based on projected staff time for the application, review, engineering, inspection, acceptance, and administrative tasks

Additional data to be collected on an on-going basis to periodically refine these fees in future fee schedules

Staff is scheduled to review these amended fees with private developers and builders on August 17, 2023



# Developer Feedback, Revised Fee Amendment, and Discussion

City staff sent invitations to developers and builders to review proposed amended fees in late July for a meeting to be held on August 17, 2023

A summary of feedback received at the meeting will be provided at the August 21, 2023 City Council meeting as part of the Final Reading of the ordinance amending the fee schedule





# Options

## Recommended



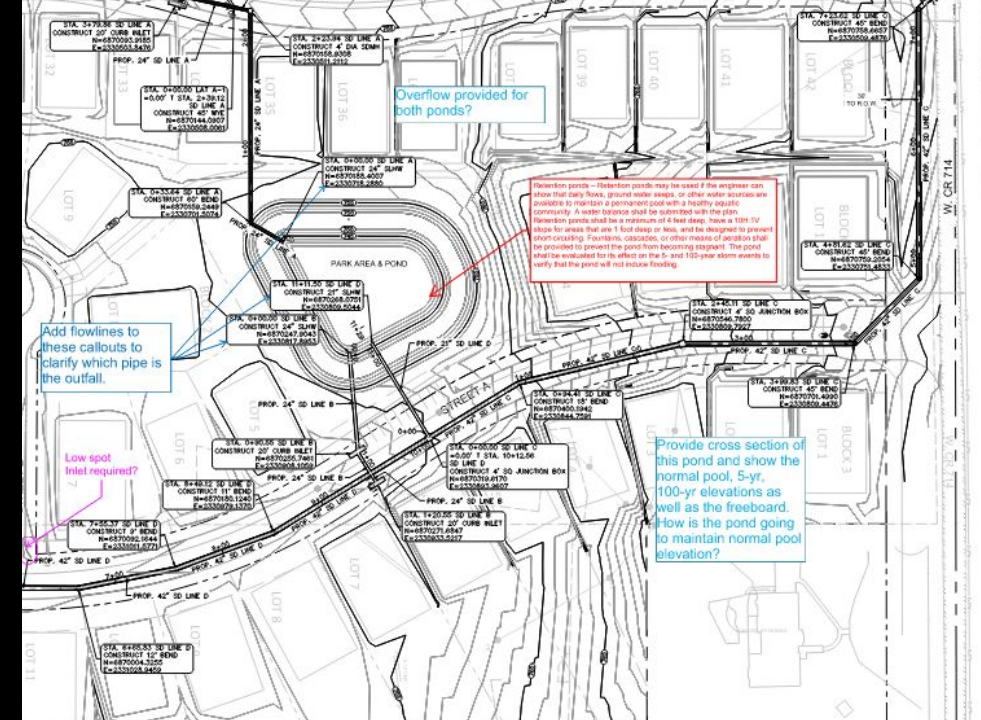
Approve an ordinance amending Ordinance CSO#3069-09-2022, the City's FY2022-2023 Fee Schedule, by adding fees associated with the engineering review and inspection of private development as presented



Approve an ordinance amending Ordinance CSO#3069-09-2022, the City's FY2022-2023 Fee Schedule, by adding fees associated with the engineering review and inspection of private development with changes



Deny an ordinance amending Ordinance CSO#3069-09-2022, the City's FY2022-2023 Fee Schedule.





## **ORDINANCE**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AMENDING THE CITY'S FEE SCHEDULE IN ORDINANCE CSO#3069-09-2022 BY AMENDING FEES ASSOCIATED WITH ENGINEERING SERVICES; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS OPEN TO THE PUBLIC AND THAT THE RECITALS ARE TRUE; CONTAINING A SEVERABILITY CLAUSE, CUMULATIVE CLAUSE, SAVINGS CLAUSE, AND EFFECTIVE DATE.**

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

**WHEREAS**, the City Council passed Ordinance CSO#3069-09-2022, which, among other things, provided a fee schedule that contained a list of all fees charged by the City of Burleson (save and except water and wastewater impact fees and solid waste collection rates which are wholly contained in separate ordinances); and

**WHEREAS**, the 88<sup>th</sup> Texas Legislature passed House Bill 3492 on June 10, 2023, to be effective September 1, 2023, that amended the Local Government Code to prohibit value-based fees for fees relating to inspections and review of engineering plans; and

**WHEREAS**, the fee schedule in Ordinance CSO#3069-09-2022 needs to be amended to repeal and replace engineering services value-based fees and make other minor adjustments; and

**WHEREAS**, the proposed engineering services fees are included in the schedule attached hereto as Exhibit "A" and incorporated as part of this Ordinance (the "Amended Engineering Services Fee Schedule"); and

**WHEREAS**, such Amended Engineering Services Fee Schedule is intended to repeal and replace the Engineering Permit/Services fees listed on page 9 of the Incorporated Fee Schedule in Ordinance CSO#3069-09-2022; and

**WHEREAS**, the City Council desires that the Amended Engineering Services Fee Schedule repeal and replace the Engineering Permit/Services fees listed on page 9 of the Incorporated Fee Schedule in Ordinance CSO#3069-09-2022.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS:**



### **Section 1.**

Ordinance CSO#3069-09-2022 is hereby amended so that the Amended Engineering Services Fee Schedule attached hereto as Exhibit "A" shall repeal and replace the Engineering Permit/Services fees listed on page 9 of the Incorporated Fee Schedule in Ordinance CSO#3069-09-2022. The remainder of the Incorporated Fee Schedule in Ordinance CSO#3069-09-2022 shall remain unchanged.

### **Section 2.**

The City Council finds and determines that the meeting at which this ordinance is passed was open to the public as required by law and that public notice of the time, place and purpose of said meeting was duly given as required by the Texas Open Meetings Act.

### **Section 3.**

The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Council further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and quality of life in the City.

### **Section 4.**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

### **Section 5.**

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

### **Section 6.**

Any complaint, notice, notice of violation, action, cause of action, hearing request, appeal, or claim which prior to the effective date of this Ordinance that has been initiated or arisen under or pursuant to any other ordinance(s) shall continue to be governed by the provision of that ordinance or ordinances, and for that purpose that ordinance or ordinances shall be deemed to remain and shall continue in full force and effect.



**Section 7.**

This ordinance shall take effect upon adoption and publication as required by law, but no earlier than September 1, 2023.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the City Council of the City of Burleson on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**First Reading:** the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**First Reading:** the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Campos, City Secretary

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney



**Exhibit “A”**  
**Amended Engineering Services Fee Schedule**

## Engineering

SERVICE	FEE
<b>1. Construction Plan Review</b>	
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