



City Council Meeting Agenda Amended

Our Vision: A well-planned lakeside community of quality neighborhoods, distinctive amenities, diverse employment, and cultural charm. Rowlett: THE place to live, work and play.

Tuesday, September 16, 2025

7:00 PM

Municipal Building – 4000 Main

Pursuant to Texas Government Code Section 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members, including the presiding officer, will be physically present at the location noted above on this Agenda.

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

The City of Rowlett reserves the right to reconvene, recess or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

Process for Public Input: If you are not able to attend in person, you may complete the [Public Input Form](#) on the City's website by 3:30 p.m. the day of the meeting. All forms will be forwarded to the City Council prior to the start of the meeting.

For in-person comments, request to speak forms/instructions are available inside the door of the City Council Chambers.

Invocation

Pledges of Allegiance

1. Call to Order

2. Presentations

2.A. Presentation of Proclamation recognizing September 17-23, 2025, as Constitution Week.

2.B. Presentation of Proclamation recognizing September as National Service Dog Month.

2.C. Presentation of Proclamation recognizing September as National Suicide Awareness & Prevention Month.

2.D. Presentation of Winners of the 2025 Photo Contest Sponsored by the Arts & Humanities Commission.

2.E. Update from the City Council and Management: Financial Position, Major Projects, Operational Issues, Upcoming Dates of Interest and Items of Community Interest.

3. Citizens' Input

At this time, comments will be taken from the audience on any topic. No action can be taken by the Council during Citizens' Input.

4. Consent Agenda

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

4.A. Consider action approving the minutes.

Consider action to approve minutes from the following City Council meeting(s): September 2, 2025, City Council Meeting.

4.B. Consider action to approve an Interlocal Agreement (ILA) with Dallas County to provide Household Hazardous Waste Disposal Services for FY26.

Consider action to adopt a resolution approving and authorizing the City Manager to enter into an Interlocal Agreement (ILA) with Dallas County to provide Household Hazardous Waste Disposal Services for FY26.

4.C. Consider action approving declaration of certain city property as surplus property and transferring ownership of such property to the Rowlett Citizen Corps Council (RCCC).

Consider action to adopt a resolution declaring certain city property as surplus property and authorizing the City Manager to transfer ownership of such property to the Rowlett Citizen Corps Council (RCCC); and providing an effective date.

4.D. Consider action to approve participation in the Texas Range.

Consider action to adopt a resolution authorizing participation in Texas Range, a Local Government Investment Pool (LGIP).

4.E. Consider action to approve a five-year agreement with Axon Enterprises, Inc. for the consolidation of existing contracts.

Consider action to adopt a resolution authorizing a five-year agreement with Axon Enterprises Inc., for the consolidation of the six existing contracts for a total price not to exceed \$2,469,403.42 and authorizing the City Manager to execute the necessary documents.

5. Individual Consideration

5.A. Conduct a public hearing on the proposed budget for Fiscal Year 2026.

5.B. Consider action to postpone the vote to approve the proposed budget for Fiscal Year 2026 to September 17, 2025, and announce the date, time, and location of the vote to approve the budget for Fiscal Year 2026.

5.C. Conduct a public hearing on the ad valorem tax rate for Fiscal Year 2026.

5.D. Announce the date, time, and location of the vote to approve the ad valorem tax rate for Fiscal Year 2026.

5.E. Consider action to adopt a resolution authorizing the City Manager to enter into the Purdue Settlement and authorizing the submission of the subdivision participations and release form regarding the Purdue Settlement and full release of all claims.

5.F. Consider action to adopt a resolution authorizing the City Manager to enter into the Opioid settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus, and authorizing the submission of the subdivision participation and release form(s) regarding the settlement and full release of all claims.

Members of the City Council may request topics to be placed on an agenda for a subsequent meeting. Any deliberation or decision shall be limited to a proposal to place topic on the agenda for a subsequent meeting.

6. Executive Session

- 6.A. The City Council will convene into closed executive session pursuant to Texas Government Code Section 551.071 - consultation with attorney, to receive legal advice regarding the Sapphire Bay Development Agreement and other matters related to the Sapphire Bay development project.
7. **Reconvene Into Open Session and Take Any Necessary or Appropriate Action on Closed/Executive Session Matters**
8. **Adjournment**

Deborah Sorensen

Deborah Sorensen, TRMC, MMC, City Secretary

I certify that the above notice of meeting was posted on the bulletin boards located inside and outside the doors of the Municipal Center, 4000 Main Street, Rowlett, Texas, as well as on the [City's website](#) on the September 10, 2025, by 5:30 p.m.

City of Rowlett City Council meetings are available to all persons regardless of disability. If you require special assistance, contact the City Secretary at 972-412-6109 or write 4000 Main St., Rowlett, Texas, 75088, at least 48 hours in advance of meeting.

City of Rowlett ~ 4000 Main Street, Rowlett TX 75088 ~ www.rowlett.com

**CITY OF ROWLETT
TAXPAYER IMPACT STATEMENT**

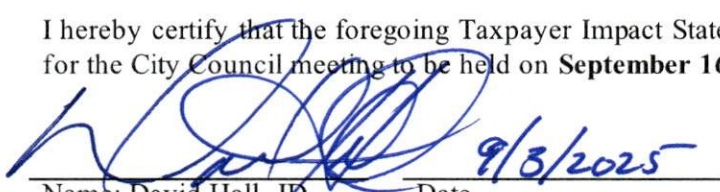
House Bill 1522, passed by the Texas Legislature in 2025, amends section 551.043 of the Texas Government Code to require that the notice of a meeting required to be posted under section 551.043(a) of the Texas Open Meetings Act, at which a governmental body will discuss or adopt a budget for the governmental body, must include a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year.

The City of Rowlett has proposed a budget for the City's 2025-2026 fiscal year. The City intends to adopt its budget on or before September 30, 2025.

- **Value of Median-Valued Homestead Property in the City:** \$374,425
- **Property Tax Bill for the Current Fiscal Year (\$0.769691):** \$2,882
- **Estimated Property Tax Bill for the Upcoming Fiscal Year if the City Adopts the Proposed Budget and Tax Rate (\$0.807891):** \$3,025
- **Estimated Property Tax Bill for the Upcoming Fiscal Year if the City Adopts the Published Proposed Tax Rate (\$0.841997):** \$3,153
- **Estimated Property Tax Bill for the Upcoming Fiscal Year if the City Adopts a Balanced Budget Funded at the No-New-Revenue Tax Rate (\$0.791518, includes debt rate of \$0.269050):** \$2,964

The estimates in this Impact Statement are valid only for the proposed budget and proposed tax rate that the City Council will discuss at its meeting on **September 16, 2025**. The proposed budget and the proposed tax rate may each be amended by City Council at any time before their final adoption. If the City Council intends to discuss the proposed budget at a subsequent meeting, the City will include a Taxpayer Impact Statement in the notice for that meeting which will include updated estimates based on any amendments to the proposed budget and proposed tax rate.

I hereby certify that the foregoing Taxpayer Impact Statement was included in the public notice for the City Council meeting to be held on **September 16, 2025**.


Name: David Hall, JD Date
Title: City Manager

Meeting Date: 9/16/2025

Agenda Item: 2.A.

Title

Presentation of Proclamation recognizing September 17-23, 2025, as Constitution Week.

Staff Representative

Jeff Winget, Mayor

Executive Summary

We will be celebrating the 238th anniversary of the American Constitution the week of September 17 – 23. The United States Constitution, America’s most important document, stands as a testament to the tenacity of Americans throughout history to maintain their liberties, freedoms and inalienable rights. Constitution Week is celebrated annually during this week to commemorate its history, importance, and bring attention to how it still serves today.

This celebration of the Constitution was started by the Daughters of the American Revolution (DAR). In 1955, DAR petitioned Congress to set aside this week annually and the resolution was later adopted by the US Congress and signed into public law on August 2, 1956, by President Dwight D. Eisenhower.

We hope you find a special way to celebrate Constitution Week in your homes, at school or throughout our community during the week of September 17 – 23. God Bless America!

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 GOVERN TRANSPARENTLY & INCLUSIVELY	1.8 Provide accurate and timely information to policy-makers and the public.

Background Information

N/A

Discussion

N/A

Financial/Budget Implications

N/A

Recommended Action

N/A

Attachments

1. Proclamation - Constitution Week



Proclamation

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2025, marks the two hundred and thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to the magnificent document of the Constitution of the United States and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, the tradition of celebrating the Constitution was started by The Daughters of the American Revolution by petitioning Congress to set aside September 17th – 23rd annually to be dedicated for the observance of Constitution Week; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America proclaiming the week beginning September 17 and ending September 23 of each year as Constitution Week and asks our citizens to reaffirm the ideals of the Framers of the constitution.

NOW, THEREFORE, I, Jeff Winget, Mayor of the City of Rowlett, Texas, and on behalf of the City Council, do hereby proclaim September 17 - 23, 2025 as Constitution Week in the City of Rowlett.

*In official recognition thereof, I hereby affix my signature
this 16th day of September 2025.*

Jeff Winget, Mayor, City of Rowlett



City of Rowlett City Council Agenda Item

Meeting Date: 9/16/2025

Agenda Item: 2.B.

Title

Presentation of Proclamation recognizing September as National Service Dog Month.

Staff Representative

Jeff Winget, Mayor

Executive Summary

Throughout the past decades, human beings have been suffering from different medical conditions that may interfere with their quality of life. Some of these ailments include blindness, autism, hearing issues, seizures, and mental disorders. Some conditions require humans to opt for physical assistance. However, as the world progressed, numerous researchers realized that an ailment does not have to affect one's quality of life. Nor does it make a human being dependent on others. All they need is a well-trained service dog that will not only be their best friend, but also their biggest support. The purpose of service dogs is to provide companionship, protect, and serve their humans. National Service Dog Month was established in 2008 to honor and recognize the incredible work of service dogs and the positive impact they have on the lives of people with disabilities. It has been observed every September, with various organizations, individuals, and communities across the country participating in activities and events to honor service dogs and their handlers. The month serves to raise awareness about the vital role service dogs play, educate the public about the rights of service dog users, and support the organizations that train and provide these incredible animals.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 GOVERN TRANSPARENTLY & INCLUSIVELY	1.6 Actively educate, engage, and communicate with the community through a variety of channels.

Background Information

Founded in 1975, Canine Companions created the modern service dog concept for people with disabilities. This year, the national nonprofit is celebrating 50 Years of Service Dogs. Since its first placement in 1975, Canine Companions has provided task-trained service dogs to adults, children and veterans with disabilities, and facility dogs to professionals working in healthcare, criminal justice and educational settings. Dogs and all follow-up services are provided at no cost to clients. Canine Companions puppies are specially bred, raised and trained for their future careers.

Discussion

N/A

Financial/Budget Implications

N/A

Recommended Action

N/A

Attachments

1. Proclamation - National Service Dog Month



Proclamation

WHEREAS, service dogs provide vital assistance to individuals with disabilities, including physical, sensory, psychiatric, intellectual, and other mental health conditions; and

WHEREAS, these highly trained animals perform a wide range of tasks such as guiding the visually impaired, alerting individuals who are deaf or hard of hearing, pulling wheelchairs, retrieving dropped items, providing emotional support during episodes of anxiety or PTSD, and alerting and protecting during seizures or medical crises; and

WHEREAS, the bond between service dogs and the individuals they assist is one of trust, dedication, and mutual support, enabling greater independence, dignity, and quality of life for thousands of Americans; and

WHEREAS, organizations and trainers across the country, including many in Texas, dedicate their time and resources to raising, training, and placing service dogs with those in need; and

WHEREAS, National Service Dog Month is an opportunity to honor the life-changing work of service dogs and to raise public awareness about the critical roles they play in the lives of individuals with disabilities; and

WHEREAS, the City of Rowlett recognizes and commends the essential contributions of service dogs and the individuals and organizations who support them.

NOW, THEREFORE, I, Jeff Winget, Mayor of the City of Rowlett, Texas, do hereby proclaim the month of **September 2025** as:

NATIONAL SERVICE DOG MONTH

in the City of Rowlett and encourage all citizens to recognize the extraordinary impact service dogs have in our communities and to support efforts that provide greater understanding and accessibility for those who rely on them.

*In official recognition thereof, I hereby affix my signature
this 16th day of September 2025.*

Jeff Winget, Mayor, City of Rowlett



City of Rowlett City Council Agenda Item

Meeting Date: 9/16/2025

Agenda Item: 2.C.

Title

Presentation of Proclamation recognizing September as National Suicide Awareness & Prevention Month.

Staff Representative

Jeff Winget, Mayor

Executive Summary

September is National Suicide Awareness and Prevention Month. Suicide is a major public health issue and a leading cause of death among young people in the U.S. Not only do we lose some of the best and brightest to it, but it permanently affects the lives of their friends and loved ones left behind. The good news is that studies show that knowing the risk factors, providing support services, offering counseling to everyone who needs it and following up can help prevent suicides and save lives. You can find a wealth of local resources, videos, and training at texassuicideprevention.org. *Coming Together To Care* is the theme for 2025.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 GOVERN TRANSPARENTLY & INCLUSIVELY	1.6 Actively educate, engage, and communicate with the community through a variety of channels.

Background Information

N/A

Discussion

N/A

Financial/Budget Implications

N/A

Recommended Action

N/A

Attachments

1. Proclamation - National Suicide Awareness & Prevention Month



Proclamation

WHEREAS, suicide is a national and statewide public health crisis that causes unimaginable pain, suffering, and loss to individuals, families, and communities; and

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), more than 49,000 people died by suicide in the United States in 2022—an average of one life lost every 11 minutes—making it one of the leading causes of death nationwide, and far too many in Texas and here in Rowlett have been personally impacted; and

WHEREAS, veterans, first responders, and public safety professionals are at an increased risk due to the unique stresses and sacrifices of their service, and our community recognizes and honors their dedication while also acknowledging their greater vulnerability; and

WHEREAS, raising awareness about mental health and suicide prevention helps remove the stigma associated with seeking help, and promotes open dialogue, healing, and hope; and

WHEREAS, resources such as the **988 Suicide & Crisis Lifeline**, the **Veterans Crisis Line** (by dialing 988 and pressing 1), and numerous local and regional support organizations are available to help those in crisis and their loved ones, offering confidential, 24/7 support; and

WHEREAS, the City of Rowlett is committed to fostering a supportive community that stands with those affected by suicide, spreads awareness about prevention, and promotes access to lifesaving resources.

NOW, THEREFORE, I, Jeff Winget, Mayor of the City of Rowlett and on behalf of the Rowlett City Council, do hereby proclaim September 2025, as

National Suicide Awareness & Prevention Month

in the City of Rowlett and encourage all residents to take time to learn the warning signs of suicide, to support one another with compassion, and to share the message that help is available and hope is possible.

*In official recognition thereof, I hereby affix my signature
this 16th day of September 2025.*

Jeff Winget, Mayor

Meeting Date: 9/16/2025

Agenda Item: 2.D.

Title

Presentation of Winners of the 2025 Photo Contest Sponsored by the Arts & Humanities Commission.

Staff Representative

Laura Tschoerner, Library Director

Executive Summary

The purpose of this item is to recognize winners of the 2025 Photography Contest.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 ENHANCE QUALITY OF LIFE	4.4 Create spaces, activities, and events for the arts, cultural enrichment, and community celebrations.

Background Information

The Arts and Humanities Commission sponsors an annual photography contest open to everyone in the Garland Independent School District and Rockwall Independent School District. Professionals, amateurs, and people of all ages are encouraged to submit up to three photographs taken in Rowlett within one year of the contest deadline. Cash prizes are awarded to First and Second Place winners in each of the three categories (people, places, and things), as well as a Best of Show award.

Discussion

This year's contest theme was *Can't Stop Me Now*. The Commission received 69 entries which will be on display at the Library until Friday, October 10, 2025.

The winner of the Best of Show award receives a \$200 prize. First Place award winners in each of the three categories receive a \$150 prize and Second Place winners receive a \$50 prize. The judge, Nathan Ross, received \$200 for his services. In previous years, the contest had a phone category. This category was removed for the 2025 contest, since advanced phone technology eliminates the need of a digital camera for award winning photos.

Third Place and Honorable Mention winners who have received prize ribbons include:

Honorable Mention, Places Category: *I Can Because She Did* by N. Fudge
Honorable Mention, Places Category: *Shipp Road Sunset* by M. Potak
Honorable Mention, Things Category: *Metal Meets Mist* by Ash
Honorable Mention, Things Category: *Swingset Tree* by I. Kokotovic
Honorable Mention, People Category: *Wildflower Dreams* by Ann Tilger
Honorable Mention, People Category: *There's My Future* by Christina P.

Third Place, Places Category: *Schrade Blue Bonnet Park* by Rudy C.
Third Place, Things Category: *Emergence Without Permission* by L. Finley
Third Place, People Category: *Paddling Toward Tomorrow* by L. Finley

First Place, Second Place, and Best of Show winners of the 2025 Rowlett Arts and Humanities Commission Photography Contest, who will be presented cash awards are:

Second Place, Places Category: *Unstoppable Horizon* by Rhonda G.
Second Place, Things Category: *The Scenic Route* by Carlton W.
Second Place, People Category: *Goodbye 1905* by N. Fudge

First Place, Places Category: *Village Glow, Library Soul* by Ash
First Place, Things Category: *Persistent Pollination* by N. Fudge
First Place, People Category: *Random Kids at Play* by Amberley G.

Best of Show: *Goodbye 1905* by N. Fudge

Financial/Budget Implications

Budget Account Number and/or Project Code	Account or Project Title	FY2025 Budget	Available Funding	Utilized Amount	Remaining Balance
1015530-6696	Boards & Commissions	\$21,679	\$1,932	\$1,000	\$932

Recommended Action

N/A

Attachments

None

Meeting Date: 9/16/2025

Agenda Item: 4.A.

Title

Consider action approving the minutes.

Consider action to approve minutes from the following City Council meeting(s):
September 2, 2025, City Council Meeting.

Staff Representative

Deborah Sorensen, City Secretary

Executive Summary

Section 551.021 of the Government Code provides as follows:

- (a) A governmental body shall prepare and keep minutes or make a tape recording of each open meeting of the body.
- (b) The minutes must:
 - (1) state the subject of each deliberation; and
 - (2) indicate each vote, order, decisions or other action taken.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 GOVERN TRANSPARENTLY & INCLUSIVELY	1.8 Provide accurate and timely information to policy-makers and the public.

Background Information

N/A

Discussion

In compliance with State Law and to provide access to citizens of the business conducted by the City, minutes are generated for each public meeting of the City Council. Once approved, these minutes are then published to the website, the City's electronic document storage system and kept on permanent file in the Office of the City Secretary.

Financial/Budget Implications

N/A

Recommended Action

Move to approve minutes from the following City Council meeting(s): September 2, 2025, City Council Meeting.

Attachments

1. 09.02.25 City Council Meeting Minutes

CITY COUNCIL MEETING MINUTES

Our Vision: A well-planned lakeside community of quality neighborhoods, distinctive amenities, diverse employment, and cultural charm. Rowlett: THE place to live, work and play.

Tuesday September 2, 2025

7:00 P.M.

Municipal Building – 4000 Main

Present: Mayor Jeff Winget, Mayor Pro Tem Michael Schupp, Councilmember Jonathan Reaves, Councilmember Marvin Gibbs, Councilmember Elise Bowers, and Councilmember John Bowers III

Absent: Deputy Mayor Pro Tem Mike Britton (excused)

INVOCATION

The invocation was led by Pastor Brian Hiatt, Cornerstone Church Rowlett

PLEDGES OF ALLEGIANCE

The Pledges of Allegiance were led by the City Council.

1. CALL TO ORDER

Mayor Winget called the meeting to order at 7:00 p.m.

2. EXECUTIVE SESSION

- 2A.** City Council shall convene into Executive Session pursuant to Texas Government Code §551.087 (Economic Development) to discuss commercial or financial information that the City has received from business prospects that the Council seeks to have locate, stay, or expand in the City and with which the City is conducting economic development negotiations, regarding Project RED.

Held after agenda item 7I.

Mayor Winget adjourned the meeting into Executive Session at 10:06 pm.

3. RECONVENE INTO OPEN SESSION AND TAKE ANY NECESSARY OR APPROPRIATE ACTION ON CLOSED/EXECUTIVE SESSION MATTERS

Mayor Winget reconvened the meeting at 10:51 pm.

No action taken.

4. PRESENTATIONS

- 4A.** Presentation of Rowlett Veterans Recognition Program certificate to United States Marine Corps. Major Bruce Thompson-Bowers.

Mayor Winget, along with Chris Kizziar of Veterans Resource & Outreach Center of Rowlett, and Lorie Coates of Quilts of Valor, presented Major Bruce Thompson-Bowers with a certificate from the City Council and a quilt.

- 4B.** Presentation of Proclamation recognizing the month of September 2025, as Library Sign-Up Month.

Councilmember Gibbs presented the Proclamation recognizing the month of September as Library Sign-Up Month.

- 4C.** Update from the City Council and Management: Financial Position, Major Projects, Operational Issues, Upcoming Dates of Interest and Items of Community Interest.

Mayor Pro Tem Schupp provided the following announcements:

COMMUNITY ENGAGEMENT

- “Live on Main” returns this Friday, September 5, from 7:00pm - 9:30pm in Downtown Rowlett featuring the Wanda King All Star Revue Band. We’re closing Main Street and turning it into a vibrant festival full of energy, free live music, and community fun! Grab a bite to eat from restaurants and food trucks! Browse and shop from our downtown businesses and local vendors! Join us every Friday night in September.
- The City of Rowlett and Carter Blood Care are hosting a community blood drive this Thursday, September 4 from 8:00am to 12:00pm at the Rowlett Community Centre. This event is open to the public. All donors will receive a free t-shirt while supplies last. Sign up at Rowlett.com.
- The Senior Resource Fair is on Tuesday, September 9 from 9:00am to 12:00pm at the Rowlett Community Centre. Seniors can enjoy food, connect with local organizations, learn about services, and even win prizes. Best of all, it’s free! For more information, please call 972-412-6170.
- The Parks and Recreation Advisory Board will formally dedicate the Archer Hill Memorial Field at Rowlett Community Park on September 11th at 5:30pm. The Hill family is scheduled to unveil the new signage prior to the commencement of the 2025 fall youth baseball season.

LIBRARY

- September is Library Card Sign Up Month. Be sure to visit the Library to get your family the most important school supply – a library card!
- In September, the Library resumes their regular children’s programming with storytimes on Wednesdays and Thursdays at 10 and 11, Elementals programs for 5–8-year-olds on Wednesdays at 4, and FIRST LEGO League for ages 9-13 on Thursdays at 6. Visit Rowlett.com/Library for more details.

POLICE

- Fifteen neighborhoods have registered with the Rowlett Police Department to participate in National Night Out 2025. As a reminder, NNO 2025 is on Tuesday, October 7, 2025. Do not let your neighborhood miss out. The Rowlett Fire Department will also be participating and visiting

registered neighborhoods. For more information, any special requests, or to register your event, please get in touch with Officer Erick Mitchell at emitchell@rowlett.com.

Councilmember Reaves introduced the Featured Pet, Tito, he's young, smart, and lovable. He's friendly, kennel trained, and great on the leash. To meet Tito or one of his companions, please contact Animal Services at 972-412-6219 or come by the Shelter at 4402 Industrial St. from 10 am to 5 pm, Tuesday through Saturday. The animal shelter is currently at code red. This means that the kennels are full. All adoptions are \$25 and include spay/neuter, microchip, and up-to-date vaccinations. Please consider fostering a pet for the weekend. Saturday, October 25, 2025, is Adopt-A-Thon from 10 am to 3 pm at the Animal Shelter.

David Hall, City Manager, stated that he is wearing a red tie in recognition of Fire Chief Tim Gauthier announcing his retirement. Mr. Hall stated that he is grateful for the Chief's service. He has 27+ years of service to the City of Rowlett and the community.

5. CITIZENS INPUT

Two Online Input Forms were received.

1. Alisha Turner, Rowlett – spoke about supporting Rowlett businesses. She is the owner of Dancing Needle Embroidery and would like for the city to consider Rowlett businesses when bidding. Currently, the city uses a company in Mesquite to supply city apparel. She would have liked to be considered for the bid.
2. John Marston, Rowlett, spoke about Herfurth Park. There is a Master Plan of Herfurth Park. The plan does not reflect landscaping architects being used. He spoke against the current plan for Herfurth Park. The project is already over budget.

6. CONSENT AGENDA

Item 6B was removed for individual consideration.

6A. Consider action approving the minutes.

Consider action to approve minutes from the following City Council meeting(s): August 18, 2025, City Council Work Session and August 19, 2025, City Council Meeting.

A motion was made by Councilmember Reaves, seconded by Councilmember J. Bowers III, to approve the minutes as presented. **Motion passed 6-0.**

6B. Consider appointments to the Golf Advisory Board.

Consider two appointments to the Golf Advisory Board.

Councilmember Gibbs stepped away from the dais and the City Council Chambers, due to a conflict of interest. One of the applicants is a family member of Councilmember Gibbs.

A motion was made by Mayor Pro Tem Schupp, and seconded by Councilmember Reaves, to approve the two appointments as read. **Motion passed 5-0**, with Councilmember Gibbs abstaining.

Councilmember Gibbs returned to the City Council Chambers and dais.

7. INDIVIDUAL CONSIDERATION

- 7A.** Consider action to adopt a resolution amending the Master Fee Schedule for rate and fee changes to the following sections: Miscellaneous, Solid Waste, and Utilities.

Wendy Baggett, Finance Director, presented this item. The contract with Republic is increased to 7% for adjusted residential bulk services, as well as the annual CPI increase of 5%. This results in a 10% increase for residential customers and an 11% increase for commercial customers. North Texas Municipal Water District (NTMWD) increased their contract by 9%. This results in an 8% increase for residential customers and an 8% increase for commercial customers. The City of Garland increased their contract by 10%. This results in a 10% increase for residential customers and 10% increase for commercial customers. Regarding the Miscellaneous Rate, the Library is adding a Damage Fee of \$3.00.

A motion was made by Mayor Pro Tem Schupp, and seconded by Councilmember Gibbs, to adopt the resolution as presented. **Motion passed 6-0.**

This item was approved as RES-100-25.

- 7B.** Conduct a public hearing on a request by Roberto Nuñez, on behalf of property owner 1800 Dalrock LLC, regarding a Special Use Permit to allow for a vapor store on a property classified as Planned Development with a General Commercial/Retail (C-2) base zoning. The subject property is situated at 1800 Dalrock Road, Suite #400, in the City of Rowlett, Rockwall County, Texas.

Derek Hull, Community Development Director, presented this item. This request is to allow the operation of a convenience/vapor store in an established retail strip center along Dalrock Road, specifically at 1800 Dalrock Road, Suite 400. The subject property is zoned Planned Development with General Commercial/Retail (C-2) uses. Ordinance 027-22 was adopted by City Council to ensure that new businesses seeking to sell vape and CBD products are situated in locations well-suited for their operation and to prevent the proliferation of these entities. Currently, approximately 12 vape and CBD stores are operating in Rowlett. The applicant's proposed site is located over 2.5 miles south of these existing businesses. The proposed percentage breakdown of products are; E-Cigarettes (25%), Tobacco & Cigars (10%), CBD Products (45%), Novelty Items (10%) - gummies oil, creams, disposables, and Miscellaneous Products (10%) - incense, detox, lighter, lighter fluids, ashtrays. The proposed hours of operation are daily, 9 am to 10pm.

This item went before the Planning & Zoning Commission for consideration on March 25, 2025. The Planning & Zoning Commission, on a 4-2 vote, recommended denial of the request. Following the Planning and Zoning Commission meeting, the applicant submitted updated information proposing the following revised product/sales breakdown; Vape Items: 65%, CBD Oils and CBD Vapes: 20%, and General Convenience Store Items: 15%. Five, 200 Foot Public Notices were mailed, with no responses in opposition or in favor. Eleven, 500 Foot Public Notices were mailed, with no responses in opposition or in favor. There were 17 Online Public Input Submittals from March 2025 to June 17, 2025, in opposition to this request.

Roberto Nuñez, applicant, stated the only change to the request after the Planning & Zoning Commission meeting, was to revise the product and sales breakdown. The store owner has a store in Plano and has no issues with criminals or the police. He has a good reputation with the police. He also signed a five-year lease for this store.

Mayor Winget opened the public hearing at 7:59 pm.

Tiffany Gilmore, Rowlett, spoke against the zoning request. She bought a house in Rowlett a little over four years ago. She is in strong opposition to this vape shop. Rowlett has enough vape shops. He and her neighbors do not want this. She read health statistics regarding vaping. This doesn't represent friendly family living. There is a vaping crisis among children.

Mayor Winget closed the public hearing at 8:02 pm.

- 7C.** Consider action to adopt an ordinance regarding a request by Roberto Nuñez, on behalf of property owner 1800 Dalrock LLC, regarding a Special Use Permit to allow for a vapor store on a property classified as Planned Development with a General Commercial/Retail (C-2) base zoning. The subject property is situated at 1800 Dalrock Road, Suite #400, in the City of Rowlett, Rockwall County, Texas.

A motion was made by Councilmember Reaves, and seconded by Councilmember J. Bowers III, to approve as read. Mayor Pro Tem Schupp stated there is a direct correlation in vape shops and increase in crime. This will have a negative impact on our city. Mayor Winget stated there is a proliferation of vape shops in Rowlett. He read the recital to Ordinance 027-22. This is not congruent with Bayside and Sapphire Bay. **Motion failed 1-5**, with Councilmember Reaves, Councilmember Gibbs, Councilmember E. Bowers, Mayor Pro Tem Schupp, and Mayor Winget, voting against.

- 7D.** Conduct a public hearing regarding amending the Comprehensive Plan, Comprehensive Zoning Ordinance, and Zoning Map of the City of Rowlett for an approximately 16.607 acre tract situated in the Henry H. Hall Survey, Abstract No. 663 in the City of Rowlett, Dallas County, Texas, being generally located north of Carroll Lane and east of President George Bush Highway from Single-Family Residential - 9/18 (SF-9) to Planned Development District with a base zoning of Single-Family Residential - 9/18 (PD - SF-9) ; approving development regulations; approving a concept site plan for 53 single-family residential lots; approving a landscape plan; approving a building elevation plan; and approving a tree preservation/planting plan.

Derek Hull, Community Development Director, presented this item. This proposed subdivision is located at 6106 Liberty Grove Road, generally located north of Carroll Lane and east of President George Bush Highway. It is zoned Single-Family Residential (SF-9). The Future Land Use Map Designation is Estate Residential. The current Comprehensive Plan shows Estate Residential over 20,000 sq. ft. The proposal is for Low Density Residential 7,000 to 20,000 sq. ft. The Concept Plan consists of 53 single-family homes and 3 open space lots, individually platted. Which meets all density and dimensional requirements for the SF-9 zoning district. Access via George Bush Highway and private lots to be maintained by HOA. The applicant is asking for a Planned Development District with a base zoning of Single-Family Residential (SF-9). The Development Code requires L or J-hook driveway entrances where permitted. The applicant is requesting front entry garages, with no alleys. The applicant is asking for deviations from the code for block length, primary entryways, and tree mitigation fees. A minimum of 31,000 sq. ft. shall be designated as a tree

preservation area in the location depicted on Exhibit "H". One hundred percent of the protected trees identified on Exhibit "H" within the tree preservation area shall be preserved. The developer shall plant a minimum of 66 trees in addition to the tree planting required under Sec. 77-504.D.(a). The developer shall make a one-time payment of \$250,000 payment to the city for tree mitigation. Seventy-one 200 Foot Public Notices were mailed with 7 in opposition and none in favor. One hundred fifty-two 500 Foot Public Notices were mailed with 5 in opposition and 1 in favor. One additional letter of opposition outside of the notification buffer was received, as well as a petition with 42 residents, was sent to staff, in opposition. On June 24, 2025, the Planning & Zoning Commission, on a 3-2 vote, recommended approval of this request with the addition of requirements to provide three (3) trees on each lot, and twenty (20) additional trees in the entryway.

The applicant gave a brief presentation. Skorburg Company is the applicant. They are a local, privately owned development firm with over 40 years of experience. They have over 140 projects in more than 30 different municipalities around the DFW metroplex. Over 25 current projects in active development. They have a reputation for building high-quality, long-lasting communities. Their projects range from small, infill locations to 400+ acre multi-phase master planned communities. The builder for this development will be K. Hovanian Homes. The target price range: \$580's - \$800's. The subject property is approximately 16.47 acres. They reviewed the history of previous zoning requests of the property. The developer also reviewed their variance requests for the planned development zoning.

Mayor Winget adjourned the meeting for break at 8:34 pm. Mayor Winget reconvened the meeting at 8:42 pm.

Mayor Winget asked about the length of the driveways. The applicant stated 25' minimum.

Mayor Winget opened the public hearing at 8:51 pm.

1. Rod Hays, Rowlett – Spoke against the zoning change. He has lived here for 44 years. He has had several opportunities to move but loves the neighborhood they live in. With the increase in traffic and all the apartments, he can't get out of the neighborhood certain times of the day. This is such a beautiful area and is proud of the trees in the area. This is an important open space. We love this city.
2. Justin Marston, Rowlett – Spoke against the zoning change. He has lived here for 10 years. He has been to City Council meetings for the last 18 months protesting this development. This does not fit the comprehensive plan. They have made some reductions of homes, but not enough. This will produce more than 700 planned trips a day and they are asking to bypass \$1/2 million for tree mitigation. This is not a good fit for the surrounding neighborhoods.
3. Staclia Brothers, Rowlett – Spoke against the zoning change. This developer keeps making minor changes and claims that they are doing what's good for the city. We have a vision for Rowlett and this is not it.
4. Sherrie Harmon, Rowlett – Spoke against the zoning change. She gave statistics on how many homes in Rowlett are for sale, the value of the homes and the price of the homes for sale. The median income for Rowlett is \$115,000. These homes are going to be priced at \$600,000 to \$800,000. No one will be able to afford these homes. The developer is asking for eight variations from the plan. Stick to the plan.
5. Darrell Hall, Rowlett – Spoke against the zoning change. His property backs up to the proposed development. It is a straight narrow street with only one entrance. Stick to the comprehensive plan.

Mayor Winget closed the public hearing at 9:07 pm.

- 7E.** Consider action to adopt an ordinance amending the Comprehensive Plan, Comprehensive Zoning Ordinance, and Zoning Map of the City of Rowlett for an approximately 16.607 acre tract situated in the Henry H. Hall Survey, Abstract No. 663 in the City of Rowlett, Dallas County, Texas, being generally located north of Carroll Lane and east of President George Bush Highway from Single-Family Residential - 9/18 (SF-9) to Planned Development District with a base zoning of Single-Family Residential - 9/18 (PD - SF-9) ; approving development regulations; approving a concept site plan for 53 single-family residential lots; approving a landscape plan; approving a building elevation plan; and approving a tree preservation/planting plan.

Mayor Winget confirmed that the current zoning is SF-9 and the PD is based on SF-9 with variances. The developer could do the required block length and L hook or J hook driveways. Everything could be mitigated by the developer. Councilmember E. Bowers stated this developer could go forward based on the SF-9 zoning and this development would not go before the City Council or the Planning & Zoning Commission, except for the tree mitigation. Mayor Pro Tem Schupp asked what are the parameters of the tree mitigation that stand outside of the SF-9 zoning? Mr. Hull replied that the developer has two ways to achieve the request in terms of preservation. They can preserve the trees as they are or payment in lieu of preserving the trees. This applicant is asking for both ways.

A motion was made by Mayor Pro Tem Schupp, and seconded by Councilmember E. Bowers, to approve as presented. Councilmember J. Bowers III stated that the single passageway caused him some concerns. There was another project that failed due to only one passageway. Mayor Pro Tem Schupp stated that he is an environmental consultant, his specialty was mitigation and restoration of commercial projects. This item was originally brought before him when he had been on city council for about 2 weeks. This has been going on for a long time. Where the project started to where they are right now, he commends them and feels that they have acted in good faith and has tried to address the issues we have. He has to consider the rights of the landowner as well. The homes are going to be nice homes. It has been argued that these are going to be too nice of homes for Rowlett. He hopes this is not true. He would like to see the housing inventory improve and see higher dollar homes. The comprehensive plan is an overarching plan for the city that was put together a number of years ago. The property is zoned as SF-9. These are the things he thinks about. What is the price and what is the worth of hardwood bottom land that still exists in this city. Once it is gone, it does not get replaced. It doesn't get replaced by planting or saving trees. He has to think about what is best for Rowlett. He can't sacrifice this hardwood forest for 53 homes. This is zoned SF-9 and we are not granting variances. He appreciates the developer making all the changes that they have proposed. The value of that forest is more important than putting this development there. He has struggled with this decision. He will not be supporting this item. Councilmember E. Bowers stated she agrees and have all the same concerns. It is a difficult decision. Her fear is what could come, could be worse. Mayor Winget stated he wants more creativity out of the development. He would ask the developer to consider adjusting some of the other things in the development to account for some of the other variances being asked for. As a city, we have comprised many times on our comprehensive plan. When we look at our comprehensive plan and see SF-9 and look at the future land use map and see estate lots zoning. This lets me know that this is where we want to go. He struggles with the street length. He lives in a neighborhood with a very long street with a park, which is very similar to this project, and people drive very fast down the street. He struggles with the garage variance and the entry way. Continuing to compromise is detrimental. Doesn't like the cars having to park on a narrow street because there is not enough room in the driveway. He can't support this project. **Motion failed 0-6.**

- 7F.** Conduct a public hearing to consider adopting the 2025 Water Conservation Plan and Water Resource and Emergency Management Plan for the City of Rowlett and directing staff to submit the adopted plans to the Texas Commission on Environmental Quality (TCEQ), the Texas Water Development Board (TWDB), and the North Texas Municipal Water District (NTMWD).

Kristoff Bauer, Deputy City Manager, presented this item. Adam Conner, with Freese and Nichols, gave a brief presentation. He reviewed the Drought Contingency Plan and the Water Conservation Plan requirements. Rowlett's water usage remains steady. He reviewed what triggers the NTMWD drought conservation plan and what triggers the City's drought conservation plan.

Mayor Winget opened the public hearing at 9:39 pm.

No one spoke for or against.

Mayor Winget closed the public hearing at 9:39 pm.

- 7G.** Consider action to adopt an ordinance adopting the 2025 Water Conservation Plan and Water Resource and Emergency Management Plan for the City of Rowlett and directing staff to submit the adopted plans to the Texas Commission on Environmental Quality (TCEQ), the Texas Water Development Board (TWDB), and the North Texas Municipal Water District (NTMWD).

A motion was made by Councilmember E. Bowers, and seconded by Councilmember J. Bowers III, to approve as read. **Motion passed 6-0.**

This item was approved as ORD-028-25.

- 7H.** Consider action to adopt a resolution approving and ratifying change orders to the construction contract with Circle H Contractors, LP, for the Liberty Grove Sewer Line Replacement (Emergency Purchase), in the amount of \$361,599.01, and approving a contract with Vortex for additional work on that project in the amount not to exceed \$643,510; authorizing the City Manager to negotiate and the Mayor to execute the agreement for said services; and providing an effective date.

Kristoff Bauer, Deputy City Manager, presented this item. Mr. Bauer requested the change order ratification of Circle H not to exceed \$361,599.01 and a contract authorization with Vortex Services with an amount not to exceed \$643,510. The original project estimate was \$10 to \$14 million. The updated project estimate is \$6.1 million. Mr. Bauer gave an update regarding Project Phases I and II. He also gave an update on the timetable of both phases. Phase I, Cheisa/Liberty Grove and Old Princeton/Liberty Grove will open September 8th. On September 8th, Princeton/Liberty Grove will have additional closure. By September 19th, remove the bypass, and Phase I project completion is September 29th. Phase II project completion date is September 29th. Mr. Bauer reviewed the Contract details and the Change Order details.

Mayor Winget stated to make sure that we community with Garland ISD and our police department regarding the traffic changes. He thanked David Hall, City Manager, for finishing a month early. Mr. Hall thanked Public Works and the Street Crews.

A motion was made by Mayor Pro Tem Schupp, and seconded by Councilmember J. Bowers III, to accept the resolution as read. **Motion passed 6-0.**

This item was approved as RES-101-25.

- 7I. Consider action to adopt a resolution for approval of costs not to exceed \$500,000 for the Rockwall County Appraisal District to renovate and complete the second floor of the current appraisal office located at 841 Justin Road, Rockwall, Texas, as required by Sec. 6.051 of the Texas Property Tax Code.

Mayor Winget presented this item. In accordance with Texas Property Tax Code Sec. 6.051(b), the Rockwall County Appraisal District (RCAD) has requested the governing bodies of the taxing units approve the renovation of the second floor (approximately 7,500 square feet) of a building currently owned by RCAD. Because of the Property Tax Code requirement, the City Council has been asked by the RCAD Board of Directors and Chief Appraiser, Kevin Passons, to issue a resolution in support of the building renovation. The deadline to adopt a resolution is September 13, 2025, and it must be returned to RCAD by September 23, 2025. There is no financial impact to the City of Rowlett. According to Chief Appraiser, Kevin Passons, "RCAD has the funds available to complete this project and there will be no impact to the 2026 or future budgets due to the completion of the second floor." Mr. Passons stated in 2020 the Board of Directors adopted a resolution to build the current building. Did not finish the second floor to mitigate some cost. As the county continues to grow, we have gone beyond the projected population of Rockwall County. We need to add additional staff. Now we need to complete the second floor to make room for additional staff. The cost is not to exceed \$500,000. RCAD have the funds; it will not have a budget impact on any of the entities.

A motion was made by Councilmember E. Bowers, and seconded by Councilmember Gibbs, to approve the item as read. **Motion passed 6-0.**

This item was approved as RES-102-25.

MEMBERS OF THE CITY COUNCIL MAY REQUEST TOPICS TO BE PLACED ON AN AGENDA FOR A SUBSEQUENT MEETING. ANY DELIBERATION OR DECISION SHALL BE LIMITED TO A PROPOSAL TO PLACE TOPIC ON THE AGENDA FOR A SUBSEQUENT MEETING.

Mayor Pro Tem Schupp requested to look into lowering the speed limit on south side of Rowlett Road from 40 mph to 35 mph. Mayor Winget seconded the request. Councilmember Reaves would like to have a discussion on how we look at RFP's in the city. Mr. Hall asked for clarification. Are you looking to seek the purchasing policy or pass a resolution that would give favorable criteria? Councilmember Reaves clarified that he would like to look at the criteria. Councilmember Gibbs seconded the request.

8. **ADJOURNMENT**

Mayor Winget adjourned the meeting at 10:51 pm.

Meeting Date: 9/16/2025

Agenda Item: 4.B.

Title

Consider action to approve an Interlocal Agreement (ILA) with Dallas County to provide Household Hazardous Waste Disposal Services for FY26.

Consider action to adopt a resolution approving and authorizing the City Manager to enter into an Interlocal Agreement (ILA) with Dallas County to provide Household Hazardous Waste Disposal Services for FY26.

Staff Representative

Derek Hull, Director of Community Development

Executive Summary

The purpose of this item is to approve an interlocal agreement to provide household hazardous waste disposal services, including paint, oil and batteries at no cost to Rowlett residents. The current agreement will expire on September 30, 2025.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 PROMOTE OPERATIONAL EXCELLENCE	7.1 Provide responsive, reliable, and cost-efficient public services.

Background Information

On September 17, 2024, the City Council adopted resolution 076-24 approving an agreement with Dallas County for Household Hazardous Waste for fiscal year 2025, expiring on September 30, 2025.

The City of Rowlett is a member of the Dallas County Household Hazardous Waste network. A disposal site is operated by Dallas County and is funded by member cities which include Addison, Dallas, DeSoto, Duncanville, Farmers Branch, Garland, Highland Park, Irving, Mesquite, Richardson, Rowlett, Sachse, Seagoville, Sunnyvale, and University Park. Rowlett has participated in this program with Dallas County for over twenty years.

The collection facility is located at 11234 Plano Road in Dallas and the hours of operation are Tuesday from 9:00 a.m. to 7:30 p.m., Wednesday and Thursday from 8:30 a.m. to 5:00

p.m. and the second and fourth Saturdays of the month from 9:00 a.m. to 3:00 p.m.

The number of households utilizing the hazardous waste collection center are reflected in Figure 1 below.

Year	Number of Households Utilizing HHW	% of Households Utilizing HHW
2022	873	4.6%
2023	787	4.1%
2024	746	3.9%
2025	565 (through June)	2.9%

Figure 1: Number of households utilizing the household hazardous waste collection center.

Discussion

As one of the fifteen member cities of the Dallas County Household Hazardous Waste Network, Rowlett residents have access to the collection center for disposal of household hazardous waste such as pesticides, paint, oil, household chemicals and other materials not allowed in normal garbage collection. The program cost consists of two components:

1. An annual share of the Operational and Capital Budget, which is \$50,704.
2. A monthly rate which is determined by the number of products dropped off and the waste profile of those products.

Operational and Capital budget shares are determined by multiplying each city's percent of service area times the net total of those two budgets. City shares are billed quarterly in advance and may be proportionately adjusted in the event city participation changes. These costs are reflected in Figure 2 below.

The disposal costs are paid in addition to Operational and Capital costs and are based on actual usage. The Texas Commission of Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) regulate how each of these products must be disposed. Dallas County Household Hazardous Waste Collection Center contracts out these disposal services and the disposal costs are determined by the waste profile of the product. For example, to dispose of a 5-gallon drum of Nickel-Cadmium batteries would cost \$35, whereas a 5-gallon drum of Lithium batteries would cost \$100.00. If 50 residents disposed of 5 gallons of Nickel-Cadmium batteries in October our cost for that month would be \$3,500, whereas, if 50 residents disposed of 5 gallons of Lithium batteries in October the City's cost for that month would be \$5,000.

Figure 2: Operational and Capital Budget Shares

City	Service Area Based on Single Family Households	Percent of Service Area	FY25 Annual Share of Operational and Capital	FY26 Annual Share of Operational and Capital	FY26 Quarterly Share of Operational

	as per Current NCTCOG Estimates**		Budgets*	Budgets*	and Capital Budgets*
Addison	1,794	0.36%	\$ 3,802	\$ 4,770	\$ 1,192.50
Dallas	238,164	48.21%	\$ 510,031	\$ 636,703	\$ 159,175.75
De Soto	16,034	3.25%	\$ 34,377	\$ 42,912	\$ 10,728.00
Duncanville	11,436	2.32%	\$ 24,538	\$ 30,630	\$ 7,657.50
Farmers Branch	8,852	1.79%	\$ 18,929	\$ 23,640	\$ 5,910.00
Garland	62,807	12.71%	\$ 134,459	\$ 167,850	\$ 41,962.50
Highland Park	3,078	0.62%	\$ 6,552	\$ 8,176	\$ 2,044.00
Irving	42,602	8.62%	\$ 91,189	\$ 113,832	\$ 28,458.00
Mesquite	37,001	7.49%	\$ 79,234	\$ 98,910	\$ 24,727.50
Richardson	31,564	6.39%	\$ 67,596	\$ 84,383	\$ 21,095.75
Rowlett	18,957	3.84%	\$ 40,618	\$ 50,704	\$ 12,676.00
Sachse	7,638	1.55%	\$ 16,390	\$ 20,461	\$ 5,115.25
Seagoville	3,908	0.79%	\$ 8,351	\$ 10,423	\$ 2,605.75
Sunnyvale	2,667	0.54%	\$ 5,706	\$ 7,122	\$ 1,780.50
University Park	7,568	1.53%	\$ 16,181	\$ 20,196	\$ 5,049.00
TOTAL	494,070	100%	\$1,057,953	\$1,320,712	\$ 330,178.00

Should the City Council be amenable to approve a resolution to enter into an Interlocal Agreement with Dallas County, the new term will begin on October 1, 2025, and terminate on September 30, 2026.

Financial/Budget Implications

The program cost includes fixed annual operational and capital budget costs which are paid quarterly, and variable monthly costs determined by the number of products dropped off and the waste profile of those products.

Budget Account Number and/or Project Code	Account or Project Title	FY2026 Budget Amount	FY2026 Available Amount	FY2026 Proposed Amount
6017060-6409	Haz-Mat	\$85,000	\$85,000	\$85,000
Total		\$85,000	\$85,000	\$85,000

Recommended Action

Consider an action to approve a resolution approving and authorizing the City Manager to execute an Interlocal Agreement with Dallas County for the purpose of providing household hazardous waste disposal services to Rowlett residents.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH DALLAS COUNTY FOR CONTINUED PARTICIPATION IN THE HOUSEHOLD HAZARDOUS WASTE NETWORK FOR FISCAL YEAR 2026; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Rowlett has determined that Household Hazardous Waste disposal services are necessary in the City of Rowlett; and

WHEREAS, the City has previously participated in the Household Hazardous Waste Network sponsored by Dallas County for provision of those services; and

WHEREAS, the City Council finds that it serves the health, safety and general welfare and is in the best interest of the citizens of Rowlett to provide these services by entering into an Interlocal Agreement with Dallas County.

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

SECTION 1: The City Council of the City of Rowlett hereby approves the Interlocal Agreement with Dallas County for participation in the Household Hazardous Waste Network, a copy of which is attached hereto and incorporated herein by this reference as Exhibit "A," and authorizes the City Manager to execute the Agreement in substantially the form of Exhibit "A" along with any other necessary and related documents.

SECTION 2: That this resolution shall become effective immediately upon its passage.

Attachments

1. Exhibit A Dallas County 2026 HHW ILA Renewal
2. Attachment One - Dallas County FY26 Budget and Shares Financial Sheet

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

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

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

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

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

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

**I.
 PURPOSE**

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

**II.
 AMENDED PROVISIONS**

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

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

1. "A sum not to exceed \$85,000 for disposal, setup, operational, capital, and transportation costs for HHW collection for residents of the City during the period from October 1, 2025 through September 30, 2026. This figure is based on the program's annual budget contained in **Exhibit C2026** which is incorporated herein for all purposes.
 - a. Collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the City at events and at the collection center.
 - b. Operational and capital costs shall be paid quarterly in advance.
 - c. In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation but will become immediately due and payable in full."

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

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

EXECUTED THIS _____ day of _____, 2025.

DALLAS COUNTY:

CITY OF ROWLETT:

BY: Clay Lewis Jenkins
 County Judge

BY: David Hall
 City Manager

APPROVED AS TO FORM:*

John Creuzot
 District Attorney

ATTESTED TO:

BY: _____

APPROVED AS TO FORM:

BY: _____

BY: Stephen Sibley

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

Exhibit C2026**FY2026 HHW PROGRAM BUDGET SUMMARY**

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

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

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

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

Attachment One

DALLAS COUNTY HOUSEHOLD HAZARDOUS WASTE PROGRAM FY26HHW Budget

Proposed by the HHW Network Cities on May 8, 2025.

Line #	Budget Item	FY25	FY26	Increase
1	OPERATIONAL AND CAPITAL BUDGETS			
2	PERSONNEL EXPENSE			
3	Salary, Pgm. Mgr.	\$125,000	\$125,600	0%
4	Fringe, Pgm. Mgr.	\$30,000	\$30,000	0%
5	Salary, Asst.Pgm.Mgr.	\$85,557	\$92,500	8%
6	Fringe,Asst. Pgm.Mgr.	\$27,710	\$29,816	8%
7	Salary, Facility Manager	\$79,439	\$79,440	0%
8	Fringe, Facility Manager	\$24,505	\$24,505	0%
9	Salary, Haz. Waste Specialist - A	\$73,598	\$73,600	0%
10	Fringe, Haz. Waste Specialist	\$25,303	\$25,303	0%
11	Salary, Haz. Waste Specialist - B	\$73,598	\$73,600	0%
12	Fringe, Haz. Waste Specialist	\$25,303	\$25,303	0%
13	Salary, Haz. Waste Specialist - C	\$73,598	\$73,600	0%
14	Fringe, Haz. Waste Specialist	\$25,303	\$25,303	0%
15	Salary, Haz. Waste Specialist - D	\$0	\$73,600	100%
16	Fringe, Haz. Waste Specialist	\$0	\$25,303	100%
17	Salary, HHW Admin. Asst.	\$66,789	\$66,789	0%
18	Fringe, HHW Admin. Asst.	\$23,175	\$23,175	0%
19	PERSONNEL BUDGET SUB-TOTAL	\$758,878	\$867,437	14%
20	PROGRAM OPERATING EXPENSE			
21	Books & Supplements	\$ 175	\$ 175	0%
22	Collection Supplies & Tools	\$ 50,000	\$ 70,000	40%
23	Communications (Cell Phones, Pagers)	\$ 5,500	\$ 7,000	27%
24	Computer Expense (Hardware, Software, Etc.)	\$ 3,000	\$ 6,000	100%
25	Dues/Subscriptions	\$ 600	\$ 1,000	67%
26	Equipment Rental	\$ 1,200	\$ 1,200	0%
27	Equipment Repair	\$ 7,000	\$ 7,000	0%
28	Fuel	\$ 9,600	\$ 9,600	0%
29	Laundry Service	\$ 3,000	\$ 3,000	0%
30	Medical Surveillance	\$ 2,400	\$ 2,400	0%
31	Mileage/Parking for Routine Business	\$ 1,500	\$ 1,500	0%
32	Office Equipment Purchase/Rentals	\$ 3,500	\$ 3,500	0%
33	Office furnishings	\$ 1,500	\$ 1,500	0%
34	Office Supplies	\$ 2,800	\$ 3,500	25%
35	Personal Safety Equipment/Devices	\$ 51,000	\$ 70,000	37%
36	Postage/Freight/Courier	\$ 1,200	\$ 1,200	0%
37	Printing/Signage	\$ 1,000	\$ 1,000	0%
38	Public Education Materials	\$ 1,000	\$ 1,000	0%
39	Staff Development/Training Fees & Supplies	\$ 3,400	\$ 10,000	194%
40	Travel for Staff Development & Special Business	\$ 1,200	\$ 1,200	0%
41	Uniforms	\$ 6,000	\$ 9,000	50%
42	Utilities/Maintenance Expense for HC3	\$ 105,000	\$ 105,000	0%
43	Vehicle Maintenance	\$ 7,500	\$ 7,500	0%
44	TOTAL OPERATING EXPENSE BUDGET	\$ 269,075	\$ 323,275	20%
45	COMBINED PERSONNEL AND OPERATING EXPENSE	\$1,027,953	\$1,190,712	16%
46	² OPERATIONS OFFSET FROM CARRYOVER	\$ (20,000)	\$ -	-100%

DALLAS COUNTY HOUSEHOLD HAZARDOUS WASTE PROGRAM
FY26HHW Budget

Proposed by the HHW Network Cities on May 8, 2025.

Line #	Budget Item	FY25	FY26	Increase
47	³ NET OPERATING & PERSONNEL COST TO CITIES	\$1,007,953	\$ 1,190,712	18%
48	CAPITAL EXPENSE			
49	Capital Expense for Equipment and Repairs	\$ 100,000	\$ 130,000	30%
50	Capital Offset from Carryover	\$ (50,000)	\$ 0	-100%
51	NET CAPITAL EXPENSE COST TO CITIES IN FY20	\$ 50,000	\$ 130,000	160%
52	³ NET OPERATING, PERSONNEL, AND CAPITAL COST TO CITIES	\$ 1,057,953	\$ 1,320,712	25%
53				
54	COLLECTION/DISPOSAL BUDGET			

DALLAS COUNTY HOUSEHOLD HAZARDOUS WASTE PROGRAM
FY26HHW Budget

Proposed by the HHW Network Cities on May 8, 2025.

Line #	Budget Item	FY25	FY26	Increase
55	⁴ Collection/Mobilization/Disposal	\$ 1,135,000	\$ 1,192,000	5%
56	⁴ Contractual Labor/Temp Labor	\$ 339,000	\$ 356,000	5%
57	⁴ ESTIMATED TOTAL COLLECTION/DISPOSAL COST	\$ 1,474,000	\$ 1,548,000	5%
58	² LABOR OFFSET FROM CARRYOVER	\$ (10,000)	\$ -	-100%
59	³ NET COLLECTION/DISPOSAL COST TO CITIES	\$ 1,464,000	\$ 1,548,000	6%
60				
61	OVERALL PROGRAM BUDGET (Operational, Collection/Disposal, Capital)			
62	³ NET COST TO CITIES	\$ 2,601,953	\$ 2,868,712	10%
63	² TOTAL OFFSET FROM CARRYOVER	\$ (80,000)	\$ -	-100%
64	TOTAL PROGRAM BUDGET	\$ 2,521,953	\$ 2,868,712	14%

Note

¹Salary Structure Adjustment for salary reclassifications for FY2025 by Dallas County.

² OFFSET FROM CARRYOVER represents funds carried over from prior year budgets and applied to current year budget in order to offset out-of-pocket expense to participating cities.

³ NET COST TO CITIES represents the actual cost billed to participating cities before carryover offset is applied. There is no anticipated carryover from FY2025.

⁴ COLLECTION/DISPOSAL represents estimated collection and disposal costs billed to participating cities on an as-used basis. Actual cost may be less or more, depending on economies achieved and available city funding. The current vendor contract is in its final year of a new contract that began in FY21. Accordingly, the budget has been adjusted to accommodate waste disposal and contract labor cost increases under the contract.

DALLAS COUNTY HOUSEHOLD HAZARDOUS WASTE PROGRAM

Proportional Shares of FY2026 Operational and Capital Budget *

Based on Estimated SINGLE FAMILY HOUSING UNITS **

City	Service Area Based on Single Family Households as per Current NCTCOG Estimates**	Percent of Service Area	FY25 Annual Share of Operational and Capital Budgets*	FY26 Annual Share of Operational and Capital Budgets*	FY26 Quarterly Share of Operational and Capital Budgets*
Addison	1,794	0.36%	\$ 3,802	\$ 4,770	\$ 1,192.50
Dallas	238,164	48.21%	\$ 510,031	\$ 636,703	\$ 159,175.75
De Soto	16,034	3.25%	\$ 34,377	\$ 42,912	\$ 10,728.00
Duncanville	11,436	2.32%	\$ 24,538	\$ 30,630	\$ 7,657.50
Farmers Branch	8,852	1.79%	\$ 18,929	\$ 23,640	\$ 5,910.00
Garland	62,807	12.71%	\$ 134,459	\$ 167,850	\$ 41,962.50
Highland Park	3,078	0.62%	\$ 6,552	\$ 8,176	\$ 2,044.00
Irving	42,602	8.62%	\$ 91,189	\$ 113,832	\$ 28,458.00
Mesquite	37,001	7.49%	\$ 79,234	\$ 98,910	\$ 24,727.50
Richardson	31,564	6.39%	\$ 67,596	\$ 84,383	\$ 21,095.75
Rowlett	18,957	3.84%	\$ 40,618	\$ 50,704	\$ 12,676.00
Sachse	7,638	1.55%	\$ 16,390	\$ 20,461	\$ 5,115.25
Seagoville	3,908	0.79%	\$ 8,351	\$ 10,423	\$ 2,605.75
Sunnyvale	2,667	0.54%	\$ 5,706	\$ 7,122	\$ 1,780.50
University Park	7,568	1.53%	\$ 16,181	\$ 20,196	\$ 5,049.00
TOTAL	494,070	100%	\$1,057,953	\$1,320,712	\$ 330,178.00

NOTES:

* FY26Net Operational Budget = \$1,190,712 (Budget line 47) Net Capital Costs = \$130,000 (Budget line51)

Combined Net Operational and Capital Budget = \$1,320,712 (Budget line 52)

Operational and Capital budget shares are determined by multiplying each city's Percent of Service Area times the net total of those two budgets. City shares are billed quarterly in advance and may be proportionately adjusted in the event city participation changes. Disposal costs are paid in addition to Operational and Capital costs and are based on actual usage.

** Single-family housing estimates were revised 06/05/22, using latest published figures, which have changed from previous year estimates.

Meeting Date: 9/16/2025

Agenda Item: 4.C.

Title

Consider action approving declaration of certain city property as surplus property and transferring ownership of such property to the Rowlett Citizen Corps Council (RCCC).

Consider action to adopt a resolution declaring certain city property as surplus property and authorizing the City Manager to transfer ownership of such property to the Rowlett Citizen Corps Council (RCCC); and providing an effective date.

Staff Representative

Tim Gauthier, Fire Chief

Executive Summary

The purpose of this item is to designate certain items as surplus, and transfer ownership of these items to the RCCC. These items have historically been owned and maintained by the City; however, completion of the transfer will allow the RCCC to have full control over these assets to utilize, maintain, or dispose of as needed.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 Ensure a Safe Environment	2.5 Strengthen public safety, public outreach, education, and communication.

Background Information

Historically, the Rowlett Fire Department and the City of Rowlett have provided certain excess/surplus equipment to the RCCC that is no longer operationally needed or has reached the end of its usable life. This arrangement allowed the RCCC to obtain resources they deemed beneficial to their operation and served to enhance support capabilities for the department. In this arrangement, the City has maintained ownership of the equipment and vehicles and was responsible for overall upkeep and maintenance, to include insuring the vehicles.

Some of the smaller equipment provided to the RCCC was purchased using grant funds, where the City functioned as the awarded entity, but passed the items through for

use by the RCCC and its sub-entities. This equipment was often requested for specific mission needs or requirements of the RCCC, and grant submission and acceptance were approved by the Fire Chief in conjunction with City administration.

Discussion

Fire Administration worked with RCCC leadership to establish an inventory of items they currently possess and would be of continued value to their organization. This list was reviewed by the Fire Chief, Finance, and the City's Grants Administrator to ensure all items on the list were eligible to be deemed surplus and would not be subject to grant restrictions. This listing was then reviewed by the City Attorney to ensure it met all requirements for transfer.

City Administration, and the Fire Chief, request to transfer ownership of the items listed in Exhibit A to the RCCC to meet legal requirements and divest the city of ownership responsibilities. This will remove the City from the fiscal responsibility of managing the resource, while providing the RCCC with the flexibility to utilize, maintain and dispose of such equipment as deemed appropriate by their organization.

Financial/Budget Implications

There should be no financial impact on the City of Rowlett, as this equipment has been deemed surplus or was previously removed from department operations. All the items listed in Exhibit A have been evaluated, fall below capital thresholds, and are not subject to any grant restrictions that would eliminate their designation as surplus.

Recommended Action

Move to adopt a resolution declaring certain city property as surplus property, authorizing the City Manager to transfer ownership of such property to the Rowlett Citizen Corps Council (RCCC).

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, DECLARING CERTAIN CITY PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING THE CITY MANAGER TO TRANSFER OWNERSHIP OF SUCH PROPERTY TO THE ROWLETT CITIZEN CORPS COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes that in the normal course of providing municipal services, the various City Departments will exhaust the useful life of its capital equipment and other property that does not meet the capital equipment threshold, to the point where it is no longer cost-effective to maintain and operate, or acquire other materials that are not usable for City operations; and

WHEREAS, City Administration, in conjunction with the Fire Chief, has determined the personal property described in Exhibit A is not currently needed by the City and specifically by the Rowlett Fire Department, that the City has no foreseeable need or use for such property, and that said property should be declared surplus and sold or conveyed to others in accordance with law; and

WHEREAS, the City Council finds that declaring the property described in Exhibit A as surplus property and transferring ownership thereof to RCCC is in the best interest of the City;

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

SECTION 1. The City Council declares the property identified in Exhibit A, attached hereto and incorporated herein by this reference, to be surplus property for City purposes and authorizes the City Manager or his designee to dispose of the property by transferring ownership of the property to Rowlett Citizen Corps Council ("RCCC") or, in the event RCCC does not accept such transfer, then by any means at his discretion and according to applicable state law and City policies.

SECTION 2. This Resolution shall take effect immediately upon passage.

Attachments

1. Exhibit A - Surplus Equipment

Surplus Equipment Listing

Description	Brand	Purchase Date	Initial Cost	Fund Source	SN/VIN
Tent, 10x10 Green	EZUP	01/08/2015	\$259.99	FY14 SHSP Grant	
Tent, 10x10 Green	EZUP	01/08/2015	\$259.99	FY14 SHSP Grant	
Tent, 10x10 Blue	EZUP	03/06/2012	\$269.99	FY10 CCP Grant	
Tent, 10x10, White	EZUP	06/20/2008	\$299.00	FY06 DHS CCP	
AED Trainer, Lifepak CR Plus (Obsolete)	Physio Control	05/31/2011	\$310.00	FY10 CCP Grant	
Misting Fan (#1)	Cool Draft	06/15/2005	\$455.00	FY04 DHS CCP	
Misting Fan (#2)	Cool Draft	08/08/2008	\$531.20	FY06 DHS CCP	
Misting Fan (#3)	Cool Draft	08/08/2008	\$531.20	FY06 DHS CCP	
Casualty Simulation Moulage Kit	Simulaids	06/17/2004	\$549.00	FY04 DHS CCP	
First Aid Kit, Advanced Trauma Care	Not Specified	07/29/2008	\$579.00	FY04 DHS CCP	
Cribbing Set, Rubber 18 pc Pack	Turtle Tile	01/30/2013	\$840.00	FY11 DHS CCP	
Cribbing Set, Rubber 18 pc Pack	Turtle Tile	01/30/2013	\$840.00	FY11 DHS CCP	
Hose Bridge, Aluminum	Zurn	08/01/2008	\$948.47	FY06 DHS CCP	
Projector, LCD Powerlite	Epson	08/13/2008	\$1,149.99	FY06 DHS CCP	JKF782668L
Trailer, 2011 Enclosed Cargo 10'x6'	Cargo Craft	03/09/2012	\$2,950.00	FY10 CCP Grant	4D6EB1011BC027524
Trailer, 2009 Enclosed Cargo 16x7	Cargo Craft	07/29/2009	\$4,185.00	FY08 DHS CCP	4D6EB16249C022991
Liberty Bunker Pant 36x29	Lion Apparel/Nafeco	01/20/2016	\$363.00	City Funding	Liner 0007924002 Shell 0007924001
Liberty Bunker Pant 36x29	Lion Apparel/Nafeco	01/20/2016	\$363.00	City Funding	Liner 0007923982 Shell 0007913981
Liberty Bunker Pant 38x29	Lion Apparel/Nafeco	01/20/2016	\$363.00	City Funding	Liner 0007924012 Shell 0007924011
Liberty Bunker Pant 38x29	Lion Apparel/Nafeco	01/20/2016	\$363.00	City Funding	Liner 0007923992 Shell 0007923991
Liberty Bunker Pant 38x32	Lion Apparel/Nafeco	01/20/2016	\$363.00	City Funding	Liner 0007924112 Shell 0007924111
Liberty Bunker Pant 38x32	Lion Apparel/Nafeco	01/20/2016	\$363.00	City Funding	Liner 0007924042 Shell 0007924041
Liberty Bunker Pant 38x32	Lion Apparel/Nafeco	01/20/2016	\$363.00	City Funding	Liner 0007924032 Shell 0007924031
Liberty Bunker Pant 40x29	Lion Apparel/Nafeco	01/20/2016	\$363.00	City Funding	Liner 0007924022 Shell 0007924021
Liberty Bunker Pant 40x32	Lion Apparel/Nafeco	01/20/2016	\$363.00	City Funding	Liner 0007924052 Shell 0007924051
Liberty Bunker Pant 40x32	Lion Apparel/Nafeco	01/20/2016	\$363.00	City Funding	Liner 0007924062 Shell 0007924061
Liberty Bunker Pant 42x32	Lion Apparel/Nafeco	01/20/2016	\$363.00	City Funding	Liner 0007924072 Shell 0007924071
Liberty Bunker Pant 44x32	Lion Apparel/Nafeco	01/20/2016	\$363.00	City Funding	Liner 0007924092 Shell 0007924091
Liberty Bunker Pant 44x32	Lion Apparel/Nafeco	01/20/2016	\$363.00	City Funding	Liner 0007924082 Shell 0007924081
Liberty Bunker Pant 54x32	Lion Apparel/Nafeco	01/20/2016	\$363.00	City Funding	Liner 0007924102 Shell 0007924101
Liberty Bunker Coat 30S	Lion Apparel/Nafeco	01/20/2016	\$612.00	City Funding	Liner 0007924692 Shell 0007924691
Liberty Bunker Coat 32R	Lion Apparel/Nafeco	01/20/2016	\$612.00	City Funding	Liner 0007924712 Shell 0007924711
Liberty Bunker Coat 32R	Lion Apparel/Nafeco	01/20/2016	\$612.00	City Funding	Liner 0007924702 Shell 0007924701

Liberty Bunker Coat 34L	Lion Apparel/Nafeco	01/20/2016	\$612.00	City Funding	Liner 0007924762 Shell 0007924761
Liberty Bunker Coat 34L	Lion Apparel/Nafeco	01/20/2016	\$612.00	City Funding	Liner 0007924772 Shell 0007924771
Liberty Bunker Coat 34L	Lion Apparel/Nafeco	01/20/2016	\$612.00	City Funding	Liner 0007924782 Shell 0007924781
Liberty Bunker Coat 34L	Lion Apparel/Nafeco	01/20/2016	\$612.00	City Funding	Liner 0007924792 Shell 0007924791
Liberty Bunker Coat 34R	Lion Apparel/Nafeco	01/20/2016	\$612.00	City Funding	Liner 0007924722 Shell 0007924721
Liberty Bunker Coat 36R	Lion Apparel/Nafeco	01/20/2016	\$612.00	City Funding	Liner 0007924732 Shell 0007924731
Liberty Bunker Coat 36R	Lion Apparel/Nafeco	01/20/2016	\$612.00	City Funding	Liner 0007924742 Shell 0007924741
Liberty Bunker Coat 38R	Lion Apparel/Nafeco	01/20/2016	\$612.00	City Funding	Liner 0007924752 Shell 0007924751
Liberty Bunker Coat 40L	Lion Apparel/Nafeco	01/20/2016	\$612.00	City Funding	Liner 0007924802 Shell 0007924801
Liberty Bunker Coat 44L	Lion Apparel/Nafeco	01/20/2016	\$612.00	City Funding	Liner 0007924812 Shell 0007924811
Liberty Bunker Coat 50L	Lion Apparel/Nafeco	01/20/2016	\$612.00	City Funding	Liner 0007924822 Shell 0007924821
Conway Legacy 5 Helmet	Lion Apparel/Nafeco	01/20/2016	\$189.00	City Funding	LMH0000092819
Conway Legacy 5 Helmet	Lion Apparel/Nafeco	01/20/2016	\$189.00	City Funding	LMH0000092802
Conway Legacy 5 Helmet	Lion Apparel/Nafeco	01/20/2016	\$189.00	City Funding	LMH0000092822
Conway Legacy 5 Helmet	Lion Apparel/Nafeco	01/20/2016	\$189.00	City Funding	LMH0000092818
Conway Legacy 5 Helmet	Lion Apparel/Nafeco	01/20/2016	\$189.00	City Funding	LMH0000092821
Conway Legacy 5 Helmet	Lion Apparel/Nafeco	01/20/2016	\$189.00	City Funding	LMH0000092885
Conway Legacy 5 Helmet	Lion Apparel/Nafeco	01/20/2016	\$189.00	City Funding	LMH0000092816
Conway Legacy 5 Helmet	Lion Apparel/Nafeco	01/20/2016	\$189.00	City Funding	LMH0000092823
Conway Legacy 5 Helmet	Lion Apparel/Nafeco	01/20/2016	\$189.00	City Funding	LMH0000092817
Conway Legacy 5 Helmet	Lion Apparel/Nafeco	01/20/2016	\$189.00	City Funding	LMH0000092815
Conway Legacy 5 Helmet	Lion Apparel/Nafeco	01/20/2016	\$189.00	City Funding	LMH0000092820
Conway Legacy 5 Helmet	Lion Apparel/Nafeco	01/20/2016	\$189.00	City Funding	LMH0000092803
Conway Legacy 5 Helmet	Lion Apparel/Nafeco	01/20/2016	\$189.00	City Funding	LMH0000092886
Conway Legacy 5 Helmet	Lion Apparel/Nafeco	01/20/2016	\$189.00	City Funding	LMH0000092814
(14) pairs of Boots (804-63787)	Thorogood	01/20/2016	\$3,023.30	City Funding	\$215.95 each
(14) pairs of structural gloves (5013)	Shelby Fire	01/20/2016	\$484.82	City Funding	\$34.63 each
(14) structure firefighting hoods (PAC-I-P84)	Majestic	01/20/2016	\$277.76	City Funding	\$19.84 each
Digital Training System, Base Unit BEP200	Bullex	07/01/2015	\$13,075.88	FY13 SHSP Grant Xfe	1705-0485
Bottom Freezer Refrigerator LBC22520SW	LG	2008	Unknown	unknown (w/ OFS2)	809MRSS13862
Bottom Freezer Refrigerator LBC22520SW	LG	2008	Unknown	unknown (w/ OFS2)	809MRQK13884
Ice Maker Air Cooled 340 lb/day SY0304A	Manitowoc	Unknown	Unknown	unknown (w/ OFS2)	110772815
Front Load Electric Dryer NED4655EW0	Amana	Unknown	Unknown	unknown (w/ OFS2)	M53748454
Top Load Washing Machine WTW7500GW2	Whirlpool	Unknown	Unknown	unknown (w/ OFS2)	CB4070489

Meeting Date: 9/16/2025

Agenda Item: 4.D.

Title

Consider action to approve participation in the Texas Range.

Consider action to adopt a resolution authorizing participation in Texas Range, a Local Government Investment Pool (LGIP).

Staff Representative

Michael Kuhn, Treasurer & Debt Mgr.

Executive Summary

Pursuant to investment strategies permitted by the Texas Public Funds Investment Act (PFIA), the City utilizes Local Government Investment Pools (LGIPs) as a part of its investment portfolio. Texas Range is an LGIP created under Texas Government Code Chapter 791 and regulated under the PFIA. This action will provide the City with additional investment options, including daily liquidity portfolios and fixed-term investments, while maintaining compliance with PFIA requirements.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 Promote Operational Excellence	7.4 Improve organizational capacity and effectiveness.

Background Information

Local Government Investment Pools serve as an important vehicle for managing the City's operating cash and bond proceeds. The City of Rowlett maintains accounts with two different LGIPs: i) TexPool and ii) TexSTAR. The City also utilizes a bank depository account and a managed portfolio for operating cash and other monies.

Discussion

Texas Range is a local government investment pool organized in conformity with the Interlocal Cooperation Act and the PFIA. The program is designed to help investors achieve safety, liquidity, and higher potential yield through pooled investments that allow access to money market instruments of larger denominations than possible for a single local government entity. PFM Asset Management, a division of U.S. Bancorp Asset Management, Inc., serves as Texas Range's administrator.

Key features offered by Texas Range include:

- Daily liquidity portfolios rated AAmmf by Fitch Ratings
- Investment only in securities authorized by Texas statutes governing local government funds
- Fixed-rate, laddered maturity options to match expected cash flow needs
- Same-day wire or next-day ACH transfer capabilities
- Arbitrage rebate services

Incorporating Texas Range into the City's investment toolbox will enable City staff to leverage an additional investment pool option and additional investment flexibility through the laddered maturity options. At present, the City utilizes two investment pool providers – TexPool and TexSTAR. Having an additional LGIP provider will allow for diversity in the location of the City's funds and provide additional flexibility in how the City manages its investments and operating cash. The City utilizes PFM Asset Management as its Investment Advisor. This continuity allows for fluid coordination with management of the City's investment portfolio.

Maintaining relationships with multiple local government investment pools provides important operational redundancy for the City's investment program. In an era of increasing cybersecurity threats and potential technical disruptions, having diverse pool access helps ensure continuous availability of funds even if one platform experiences temporary access issues due to server outages, cyber incidents, or other technical challenges. This redundancy strengthens the resilience of the City's investment operations.

Financial/Budget Implications

N/A

Recommended Action

Move to adopt a resolution authorizing participation in the Texas Range.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS APPROVING PARTICIPATION IN TEXAS RANGE, A LOCAL GOVERNMENT INVESTMENT POOL; AUTHORIZING THE CITY MANAGER TO EXECUTE A PARTICIPATION AGREEMENT AND ACCOUNT APPLICATION FOR THE CITY OF ROWLETT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rowlett is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the City of Rowlett to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield

consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Range, a public funds investment pool, was created on behalf of entities whose investment objectives, in order of priority, are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act;

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

SECTION 1: The City of Rowlett shall enter into a Participation Agreement to establish an account in its name in Texas Range, for the purpose of transmitting local funds for Investment in Texas Range.

SECTION 2: The City of Rowlett shall designate one or more individuals to act as Authorized Contacts of the City on the Account Application, attached hereto and incorporated herein by this reference as Exhibit "A," to transmit funds for investment in the pool and to withdraw funds from the pool from time to time, to issue letters of instruction, and take such other actions deemed necessary or appropriate for the investment of local funds.

SECTION 3: The City Manager is hereby authorized to execute any required Participation Agreement and the Account Application, in substantially the form of Exhibit "A."

SECTION 4: This resolution and its authorization shall be effective from and after its passage until amended or revoked by the City of Rowlett and until Texas Range receives a copy of any such amendment or revocation.

Attachments

1. Exhibit A – Texas Range Account Application



Exhibit A Account Application

Questions? Call 1-866-839-8376

Instructions: Use this application to open an Account with **Texas Range**. If this is your Entity's first Account in Texas Range, you must include a completed **Texas Range New Investor Application** for this form to be processed. Submit this form through Connect, or fax or mail this form to the fax number or address at the bottom of the page 2. The new Account will be opened and available to receive deposits after all completed documentation and signatures have been reviewed and accepted.

Texas Range Account #: _____

(Program Use Only)

INVESTOR INFORMATION: (Please complete all fields in this section.)

CSGV2022.04

Investor Name: City of Rowlett TIN: -
(Name that appears on Program records) (Taxpayer Identification Number)

Account Title: General Account
(New Account name to display on Program records and statements)

Is this Account being set up for bond proceeds? ☐ Yes ☒ No

Pay dividends by reinvestment in: ☒ This Account ☐ Other Texas Range Account: _____
(Account Number or Account Name)

INVESTMENT OPTIONS: (Please select the investment option(s) that your Entity may invest in.)

As a Contact authorized to make investment decisions for the Entity listed above, I certify that the selected investments below are permitted investments for the funds to be invested.

☒ TexasDAILY Portfolio ☒ TexasDAILY Select Portfolio ☒ TexasTERM Portfolio

Note: I hereby acknowledge that the investment option(s) selected above should be added to the pre-established Account listed in the Investor Information section. Any Contact(s), their permission(s), and the banking instructions on record with this Account should not be altered in any way. _____ (Initial only if you are adding an investment option to a pre-established Account.)

SERVICES: (Please select the services that your Entity is interested in. A representative from the Client Services Group will contact you to discuss.)

☒ ACH Purchase/Redemption ☒ Wire Purchase/Redemption

Note: If a wire/ACH banking instruction is not established for this Account and the monies invested must be distributed to the Entity listed above, the Program reserves the right to distribute this Account's balance and any accrued dividend via check. Should such an event occur, the check will be sent to the Investor's address on record.

CONTACT PERMISSIONS: (Please complete the information below to add each Contact's permissions for this Account.)

1. CONTACT INFORMATION: (Contact must be previously established with the Program)	CONTACT PERMISSIONS: (Please select all permissions that apply)
Contact Name: <u>Wendy Badgett</u> First and Last Name (Print) Mailing Address: <u>City of Rowlett</u> Agency Name (If Applicable) <u>PO Box 99</u> Address <u>Rowlett</u> <u>TX</u> <u>75030</u> City State Zip	For the new Program Account being established, this Contact may: ☒ View Account information. ☒ Initiate transactions. ☒ Open and close Accounts. ☒ Change banking instructions and Account information. ☒ Assign permissions to and establish other Contacts. ☒ Receive electronic statements. ☐ Receive paper statements. *Contact must be on record. All new Contacts must complete a Contact Record form.
Contact Name: <u>Michael Kuhn</u> First and Last Name (Print) Mailing Address: <u>City of Rowlett</u> Agency Name (If Applicable) <u>PO Box 99</u> Address <u>Rowlett</u> <u>TX</u> <u>75030</u> City State Zip	For the new Program Account being established, this Contact may: ☒ View Account information. ☐ Initiate transactions. ☐ Open and close Accounts. ☐ Change banking instructions and Account information. ☐ Assign permissions to and establish other Contacts. ☒ Receive electronic statements. ☐ Receive paper statements. *Contact must be on record. All new Contacts must complete a Contact Record form.
Contact Name: <u>Tara Lopez</u> First and Last Name (Print) Mailing Address: <u>City of Rowlett</u> Agency Name (If Applicable) <u>PO Box 99</u> Address <u>Rowlett</u> <u>TX</u> <u>75030</u> City State Zip	For the new Program Account being established, this Contact may: ☒ View Account information. ☒ Initiate transactions. ☒ Open and close Accounts. ☒ Change banking instructions and Account information. ☒ Assign permissions to and establish other Contacts. ☒ Receive electronic statements. ☐ Receive paper statements. *Contact must be on record. All new Contacts must complete a Contact Record form.



General Account

(New Account name to display on Program records and statements)

(Taxpayer Identification Number)

4. CONTACT INFORMATION: (Contact must be previously established with the Program)	CONTACT PERMISSIONS: (Please select all permissions that apply)
Contact Name: <u>Anita Owen</u> First and Last Name (Print) Mailing Address: <u>City of Rowlett</u> Agency Name (If Applicable) <u>PO Box 99</u> Address <u>Rowlett</u> <u>TX</u> <u>75030</u> City State Zip	For the new Program Account being established, this Contact may: ☒ View Account information. ☐ Initiate transactions. ☐ Open and close Accounts. ☐ Change banking instructions and Account information. ☐ Assign permissions to and establish other Contacts. ☒ Receive electronic statements. ☐ Receive paper statements. *Contact must be on record. All new Contacts must complete a Contact Record form.

5. CONTACT INFORMATION: (Contact must be previously established with the Program)	CONTACT PERMISSIONS: (Please select all permissions that apply)
Contact Name: <u>Kaitlin Watkins</u> First and Last Name (Print) Mailing Address: <u>City of Rowlett</u> Agency Name (If Applicable) <u>PO Box 99</u> Address <u>Rowlett</u> <u>TX</u> <u>75030</u> City State Zip	For the new Program Account being established, this Contact may: ☒ View Account information. ☐ Initiate transactions. ☐ Open and close Accounts. ☐ Change banking instructions and Account information. ☐ Assign permissions to and establish other Contacts. ☐ Receive electronic statements. ☐ Receive paper statements. *Contact must be on record. All new Contacts must complete a Contact Record form.

OPTIONAL DOCUMENTATION: (In addition to this form, the following documents are optional.)

- Contact Record (New Contacts Only)
- ACH Setup Instructions
- Wire Setup Instructions

CERTIFICATION & SIGNATURE: (Please have a Contact per Program records who is authorized to open new Accounts sign below.)

The Contact signing below has full authorization to open Accounts on behalf of the Investor listed above and should meet one the following criteria:

- For a current Investor, this section must be signed by a Contact who is currently authorized to open Accounts per Program records; or
- For a new Investor, this section must be signed by the Contact who signed the certification section of the New Investor Application.

The Program reserves the right to request proof of authority in the form of election certification, board minutes, resolutions, fiduciary funds agreement, etc. when opening Accounts and assigning permissions with the Program. It is the sole responsibility of the Investor to promptly notify Texas Range of any changes to authorized Contacts.

David Hall

Print or Type Name of Authorized Signatory

X

Authorized Signature

City Manager

Title/Position

Date

PROGRAM USE ONLY:

X

Texas Range Representative Signature

Date

X

Principal Approval Signature

Date

Any document containing sensitive information received by email will not be accepted. Please send by uploading through Connect, fax, or mail.

SEND VIA CONNECT: Log in to Account Access
Existing Connect Click ☒ Secure Contact
Users Only Select file to upload - Send message

FAX TO: Texas Range Client Services Group
1-800-252-9551

MAIL TO: Texas Range Client Services Group
P.O. Box 11760
Harrisburg, PA 17108-1760

PROGRAM USE ONLY

V2022.04	INITIALS
Processed	
Confirmed	



Addendum to Account Application

Questions? Call 1-866-839-8376

General Account

(New Account name to display on Program records and statements)

(Taxpayer Identification Number)

Instructions: Complete this form to add additional Contact's permissions for this Account. If this addendum is needed, it must accompany the Account Application.

6.	CONTACT INFORMATION: (Contact must be previously established with the Program)	CONTACT PERMISSIONS: (Please select all permissions that apply)
	Contact Name: <u>Kim Townsend</u> First and Last Name (Print) Mailing Address: <u>City of Rowlett</u> Agency Name (If Applicable) <u>PO Box 99</u> Address <u>Rowlett</u> <u>TX</u> <u>75030</u> City State Zip	For the new Program Account being established, this Contact may: ☒ View Account information. ☐ Initiate transactions. ☐ Open and close Accounts. ☐ Change banking instructions and Account information. ☐ Assign permissions to and establish other Contacts. ☐ Receive electronic statements. ☐ Receive paper statements. *Contact must be on record. All new Contacts must complete a Contact Record form.
7.	Contact Name: <u>David Hall</u> First and Last Name (Print) Mailing Address: <u>City of Rowlett</u> Agency Name (If Applicable) <u>PO Box 99</u> Address <u>Rowlett</u> <u>TX</u> <u>75030</u> City State Zip	For the new Program Account being established, this Contact may: ☒ View Account information. ☒ Initiate transactions. ☒ Open and close Accounts. ☒ Change banking instructions and Account information. ☒ Assign permissions to and establish other Contacts. ☒ Receive electronic statements. ☐ Receive paper statements. *Contact must be on record. All new Contacts must complete a Contact Record form.
8.	Contact Name: _____ First and Last Name (Print) Mailing Address: _____ Agency Name (If Applicable) Address _____ City State Zip	For the new Program Account being established, this Contact may: ☒ View Account information. ☐ Initiate transactions. ☐ Open and close Accounts. ☐ Change banking instructions and Account information. ☐ Assign permissions to and establish other Contacts. ☐ Receive electronic statements. ☐ Receive paper statements. *Contact must be on record. All new Contacts must complete a Contact Record form.
9.	Contact Name: _____ First and Last Name (Print) Mailing Address: _____ Agency Name (If Applicable) Address _____ City State Zip	For the new Program Account being established, this Contact may: ☒ View Account information. ☐ Initiate transactions. ☐ Open and close Accounts. ☐ Change banking instructions and Account information. ☐ Assign permissions to and establish other Contacts. ☐ Receive electronic statements. ☐ Receive paper statements. *Contact must be on record. All new Contacts must complete a Contact Record form.
10.	Contact Name: _____ First and Last Name (Print) Mailing Address: _____ Agency Name (If Applicable) Address _____ City State Zip	For the new Program Account being established, this Contact may: ☒ View Account information. ☐ Initiate transactions. ☐ Open and close Accounts. ☐ Change banking instructions and Account information. ☐ Assign permissions to and establish other Contacts. ☐ Receive electronic statements. ☐ Receive paper statements. *Contact must be on record. All new Contacts must complete a Contact Record form.

Any document containing sensitive information received by email will not be accepted. Please send by uploading through Connect, fax, or mail.

SEND VIA CONNECT: Log in to Account Access
Existing Connect Click ☒ Secure Contact
Users Only Select file to upload - Send message

FAX TO: Texas Range Client Services Group
1-800-252-9551

MAIL TO: Texas Range Client Services Group
P.O. Box 11760
Harrisburg, PA 17108-1760

PROGRAM USE ONLY

V2022.04	INITIALS
Processed	
Confirmed	

Meeting Date: 9/16/2025

Agenda Item: 4.E.

Title

Consider action to approve a five-year agreement with Axon Enterprises, Inc. for the consolidation of existing contracts.

Consider action to adopt a resolution authorizing a five-year agreement with Axon Enterprises Inc., for the consolidation of the six existing contracts for a total price not to exceed \$2,469,403.42 and authorizing the City Manager to execute the necessary documents.

Staff Representative

Christopher Damours, Asst Police Chief

Executive Summary

Since 2018, the Rowlett Police Department has partnered with Axon to provide tasers, body-worn cameras, and digital evidence systems. Over time, equipment purchases were processed under separate agreements, resulting in six active contracts.

In October 2024, a new Axon Account Executive worked with the department to identify an opportunity to consolidate all existing agreements into a single, streamlined contract. This consolidation improves operational efficiency, reduces administrative burden, renews and aligns equipment lifespans, and provides additional technology resources at a reduced bundled rate.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 Ensure a Safe Environment	2.2 Provide proactive, community-based police services.
	2.3 Deliver exceptional first-responder coverage
	2.5 Strengthen public safety, public outreach, education, and communication.

Background Information

The Police Department currently maintains the following Axon contracts:

Interview Room (expires 10/28)

- \$19,565.52 annually

BWC Unlimited (expires 10/28)

- \$197,201.04 annually

Fleet 3 Advanced (expires 10/28)

- \$24,685.48 annually

Fleet 3 Advanced (expires 10/28)

- \$70,812.90 annually

T7 Certification (expires 10/26)

- \$87,763.90 annually

Fleet 3 Advanced in FY28 (bond purchase)

- (amount will be added in FY28)

Annual Cost: \$396,208.66 for FY26-FY28.

Discussion

Key Benefits:

- Contract consolidation allows the Finance Department, Police Department, City Council, Fleet Department and the City Manager's Office more time for other work rather than managing, paying and signing six individual contracts.
- Equipment Lifespan Renewal or TAP program
- Bundled Savings now and in the future

New Features Included by Axon in bundle:

- Signal Sidearm (automatic camera activation)
- Respond+ (real-time GPS and live streaming)
- Axon Fusus (real-time video/data integration)
- Axon VR Training headsets
- Axon Performance (usage tracking & accountability)
- Axon Investigate (digital case file/evidence management)

Pricing Comparison:

- Unbundled Quote: \$776,767.42/year
- Bundled List Price: \$592,815.82/year
- Rowlett PD Offered (incentivized): Year 1 \$396,028.66 and \$518,343.69 all years following.
- Savings: \$282,886.74/year or \$1,414,433.68 in term on additions

Financial/Budget Implications

Payment Plan (5 Years)

- FY26: \$396,028.70
- FY27: \$518,343.69
- FY28: \$518,343.69

- FY29: \$518,343.69
- FY30: \$518,343.69

Total 5-Year Cost: \$2,469,403.42 (all additions to the fleet will have adjusted cost)

While this represents an initial cost increase, the consolidated contract provides significant added value and predictable annual payments. Without consolidation, projected cost-adjustment for renewal in 2028 is estimated at \$2,541,545.15 to \$2,897,256.90 for current equipment without foreshadowing additions to the current fleet or personnel. Yearly, this equates to \$508,309.03 and \$579,451.38. With the Taser contract expiring in 10/26, estimated total costs per year will rise yearly between \$450,073.17 and \$457,493.07.

The proposed contract caps the 5-year cost at \$2,469,403.42 for current equipment and additions and is well below both low-end and high-end projections on future renewal, while including approximately \$282,886.74 a year of additional valuable software and resources that the current plan does not include.

Axon contract services budgeted for FY26 are included in Police budget accounts 1014001-6300 and 1014001-6245. Future contract services will be included in their respective budget years.

Budget Account Number	Account	FY26 Budget Amount	FY26 Available Amount	FY26 Proposed Amount
1014001-6300	Maintenance - Service Contract	\$419,984.00	\$419,984.00	\$312,264.70
1014001-6245	Minor Tools & Equipment	\$146,155.00	\$146,155.00	\$83,764.00
Total		\$566,139.00	\$566,139.00	\$396,028.70

Recommended Action

Move to adopt a resolution authorizing the City Manager to approve the Axon Consolidation Contract.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONSOLIDATED CONTRACT WITH AXON ENTERPRISES, INC. TO REPLACE THE CITY'S CURRENT SIX CONTRACTS WITH AXON ENTERPRISES, INC. FOR A TOTAL FIVE-YEAR COST NOT TO EXCEED \$2,469,403.42; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Rowlett recognizes the importance of equipping the Police Department with modern and efficient technology to ensure public safety and

accountability; and

WHEREAS, the Rowlett Police Department has maintained multiple contracts with Axon Enterprise, Inc. ("Axon") for tasers, body-worn cameras, and digital evidence systems, leading to inefficiencies and increased administrative burden; and

WHEREAS, Axon has proposed a consolidated contract that includes advanced tools such as Axon Investigate, VR training platforms, and real-time video integration, at a total five-year cost not to exceed \$2,469,403.42; and

WHEREAS, the consolidated contract offers a tiered payment plan that maintains budget consistency and improves operational management.

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

Section 1: The City Council hereby approves and authorizes the City Manager to negotiate and execute a consolidated contract with Axon Enterprises, Inc. for the services and at the prices set forth on Exhibit "A," attached hereto and incorporated herein by this reference, for a total five-year cost not to exceed \$2,469,403.42.

Section 2: This resolution shall become effective immediately upon its passage.

Attachments

1. Quote for Axon Contract Consolidation



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-671401-45910JS

Issued: 09/10/2025

Quote Expiration: 09/30/2025

Estimated Contract Start Date: 12/01/2025

Account Number: 114562

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Rowlett Police Dept. - TX 4310 INDUSTRIAL ST ROWLETT, TX 75088-7713 USA	Rowlett Police Dept. - TX 4310 INDUSTRIAL ST ROWLETT TX 75088-7713 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
John Sholl Phone: Email: jsholl@axon.com Fax:	Cory Klinger Phone: (972) 412-6210 Email: cklinger@rowlette.com Fax: 972-463-3970

Quote Summary

Program Length	60 Months
TOTAL COST	\$2,469,403.42
ESTIMATED TOTAL W/ TAX	\$2,469,403.42

Discount Summary

Average Savings Per Year	\$251,977.75
TOTAL SAVINGS	\$1,259,888.76

Payment Summary

Date	Subtotal	Tax	Total
Nov 2025	\$396,028.66	\$0.00	\$396,028.66
Nov 2026	\$518,343.69	\$0.00	\$518,343.69
Nov 2027	\$518,343.69	\$0.00	\$518,343.69
Nov 2028	\$518,343.69	\$0.00	\$518,343.69
Nov 2029	\$518,343.69	\$0.00	\$518,343.69
Total	\$2,469,403.42	\$0.00	\$2,469,403.42

Quote Unbundled Price:	\$3,729,129.90
Quote List Price:	\$2,829,881.10
Quote Subtotal:	\$2,469,403.42

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	\$5,552.90	\$5,552.90	\$0.00	\$5,552.90
100552	TRANSFER BALANCE - GOODS	1			\$1.00	\$20,403.20	\$20,403.20	\$0.00	\$20,403.20
Fleet3ARe	Fleet 3 Advanced Renewal	2	60	\$231.35	\$189.57	\$125.24	\$15,028.80	\$0.00	\$15,028.80
Fleet3ARe	Fleet 3 Advanced Renewal	39	60	\$230.85	\$189.57	\$166.53	\$389,680.20	\$0.00	\$389,680.20
M00037	BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	115	60	\$397.25	\$281.65	\$281.65	\$1,943,385.00	\$0.00	\$1,943,385.00
A la Carte Hardware									
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	40			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	39			\$149.00	\$1.49	\$58.11	\$0.00	\$58.11
101408	AXON FUSUS - CORE - CAD	1			\$600.00	\$600.00	\$600.00	\$0.00	\$600.00
101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	39			\$1,899.00	\$18.99	\$740.61	\$0.00	\$740.61
101382	AXON FUSUS - CORE - LITE 512GB	5			\$200.00	\$200.00	\$1,000.00	\$0.00	\$1,000.00
101388	AXON FUSUS - CORE - PRO 2.0 EXT 22TB HDD	2			\$1,000.00	\$1,000.00	\$2,000.00	\$0.00	\$2,000.00
101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1			\$4,000.00	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00
101389	AXON FUSUS - CORE - PRO AI 8TB HDD	2			\$2,000.00	\$2,000.00	\$4,000.00	\$0.00	\$4,000.00
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1			\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
H00002	AB4 Multi Bay Dock Bundle	15			\$1,638.90	\$59.85	\$897.75	\$0.00	\$897.75
H00001	AB4 Camera Bundle	115			\$899.00	\$8.99	\$1,033.85	\$0.00	\$1,033.85
A la Carte Software									
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	60		\$32.98	\$32.98	\$3,957.60	\$0.00	\$3,957.60
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	60		\$28.21	\$28.21	\$6,770.40	\$0.00	\$6,770.40
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	60		\$111.75	\$111.75	\$53,640.00	\$0.00	\$53,640.00
ProLicense	Pro License Bundle	2	60		\$48.82	\$48.75	\$5,850.00	\$0.00	\$5,850.00
A la Carte Services									
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$120.00	\$120.00	\$0.00	\$120.00
100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	39			\$15.00	\$15.00	\$585.00	\$0.00	\$585.00
101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	12			\$425.00	\$425.00	\$5,100.00	\$0.00	\$5,100.00
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$2,469,403.42	\$0.00	\$2,469,403.42

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	11/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	115	1	11/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	127	1	11/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	127	1	11/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	127	1	11/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	15	1	11/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	15	1	11/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	15	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	100126	AXON VR - TACTICAL BAG	5	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	100591	AXON TASER - CLEANING KIT	2	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	2	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	115	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	100832	AXON VR - CONTROLLER - HANDGUN VR19H	5	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	100833	AXON VR - CONTROLLER - TASER 7	5	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	101290	AXON VR - HOLSTER - T7 SAFARILAND GRAY - RH	3	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	101291	AXON VR - HOLSTER - T7 SAFARILAND GRAY - LH	2	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	101294	AXON VR - TABLET	5	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	101300	AXON VR - TABLET CASE	5	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	3	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	115	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	138	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	115	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	575	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	575	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	230	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	230	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	50	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	50	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	230	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	11/01/2025
A la Carte	101382	AXON FUSUS - CORE - LITE 512GB	5	1	11/01/2025
A la Carte	101388	AXON FUSUS - CORE - PRO 2.0 EXT 22TB HDD	2	1	11/01/2025
A la Carte	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	2	1	11/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	1	11/01/2025
A la Carte	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	1	11/01/2025
A la Carte	101408	AXON FUSUS - CORE - CAD	1	1	11/01/2025
A la Carte	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	39	1	11/01/2025
A la Carte	101924	AXON FLEET - TAOGAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	39	1	11/01/2025
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	40	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	230	1	11/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	230	1	11/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	230	1	11/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	230	1	11/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	230	1	11/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	230	1	11/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	100210	AXON VR - TAP REFRESH 1 - TABLET	5	1	05/03/2028
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	5	1	05/03/2028
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	5	1	05/03/2028
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	20373	AXON VR - TAP REFRESH 1 - HEADSET	5	1	05/03/2028
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	73309	AXON BODY - TAP REFRESH 1 - CAMERA	118	1	05/03/2028
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	15	1	05/03/2028
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	230	1	11/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	230	1	11/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	230	1	11/01/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	230	1	11/01/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	73310	AXON BODY - TAP REFRESH 2 - CAMERA	118	1	11/01/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	15	1	11/01/2030
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	39	1	11/01/2030
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	2	1	11/01/2030
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	11/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	101180	AXON TASER - DATA SCIENCE PROGRAM	115	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	101705	AXON FUSUS - LICENSE - PRO USER	115	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	150	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	20248	AXON TASER - EVIDENCE.COM LICENSE	2	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	20248	AXON TASER - EVIDENCE.COM LICENSE	115	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	20370	AXON VR - USER ACCESS - FULL VR	115	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	115	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	115	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	73618	AXON COMMUNITY REQUEST	115	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	73638	AXON STANDARDS - LICENSE	115	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	115	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1150	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	115	12/01/2025	11/30/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	73739	AXON PERFORMANCE - LICENSE	115	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	73746	AXON EVIDENCE - ECOM LICENSE - PRO	115	12/01/2025	11/30/2030
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	39	12/01/2025	11/30/2030
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	2	12/01/2025	11/30/2030
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	2	12/01/2025	11/30/2030
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	39	12/01/2025	11/30/2030
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	2	12/01/2025	11/30/2030
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	39	12/01/2025	11/30/2030
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	4	12/01/2025	11/30/2030
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	78	12/01/2025	11/30/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	6	12/01/2025	11/30/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	12/01/2025	11/30/2030
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	12/01/2025	11/30/2030
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	12/01/2025	11/30/2030
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	12/01/2025	11/30/2030

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	7
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	101193	AXON TASER - ON DEMAND CERTIFICATION	2
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	115
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	115
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	2
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	39
A la Carte	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	39
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	12

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	100213	AXON VR - EXT WARRANTY - TABLET	5	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	101007	AXON VR - EXT WARRANTY - CONTROLLER	5	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	138	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	3	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	115	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	80464	AXON BODY - TAP WARRANTY - CAMERA	3	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	80464	AXON BODY - TAP WARRANTY - CAMERA	115	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	15	11/01/2026	11/30/2030
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	11/01/2026	11/30/2030
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	39	11/01/2026	11/30/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	11/01/2026	11/30/2030

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	11/01/2026	11/30/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	11/01/2026	11/30/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	11/01/2026	11/30/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	11/01/2026	11/30/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	11/01/2026	11/30/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	4310 INDUSTRIAL ST	ROWLETT	TX	75088-7713	USA

Payment Details

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	\$20,403.20	\$0.00	\$20,403.20
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	\$5,552.90	\$0.00	\$5,552.90
Upfront Items	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	39	\$585.00	\$0.00	\$585.00
Upfront Items	101267	AXON VR - PSO - FULL INSTALLATION	1	\$120.00	\$0.00	\$120.00
Upfront Items	101382	AXON FUSUS - CORE - LITE 512GB	5	\$1,000.00	\$0.00	\$1,000.00
Upfront Items	101388	AXON FUSUS - CORE - PRO 2.0 EXT 22TB HDD	2	\$2,000.00	\$0.00	\$2,000.00
Upfront Items	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	2	\$4,000.00	\$0.00	\$4,000.00
Upfront Items	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	\$4,000.00	\$0.00	\$4,000.00
Upfront Items	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$5,000.00	\$0.00	\$5,000.00
Upfront Items	101408	AXON FUSUS - CORE - CAD	1	\$600.00	\$0.00	\$600.00
Upfront Items	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	12	\$5,100.00	\$0.00	\$5,100.00
Upfront Items	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	\$0.00	\$0.00	\$0.00
Upfront Items	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Upfront Items	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Upfront Items	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Upfront Items	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Upfront Items	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Upfront Items	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	39	\$740.61	\$0.00	\$740.61
Upfront Items	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	39	\$58.11	\$0.00	\$58.11
Upfront Items	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	40	\$0.00	\$0.00	\$0.00
Upfront Items	H00001	AB4 Camera Bundle	115	\$0.00	\$0.00	\$0.00
Upfront Items	H00002	AB4 Multi Bay Dock Bundle	15	\$0.00	\$0.00	\$0.00
Upfront Items	M00037	BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	115	\$37,436.54	\$0.00	\$37,436.54
Year 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$879.21	\$0.00	\$879.21
Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$513.94	\$0.00	\$513.94
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$6,965.71	\$0.00	\$6,965.71
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	39	\$50,604.03	\$0.00	\$50,604.03
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	2	\$1,951.64	\$0.00	\$1,951.64
Year 1	H00001	AB4 Camera Bundle	115	\$134.26	\$0.00	\$134.26
Year 1	H00002	AB4 Multi Bay Dock Bundle	15	\$116.58	\$0.00	\$116.58
Year 1	M00037	BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	115	\$247,507.25	\$0.00	\$247,507.25
Year 1	ProLicense	Pro License Bundle	2	\$759.68	\$0.00	\$759.68
Total				\$396,028.66	\$0.00	\$396,028.66

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,472.80	\$0.00	\$1,472.80
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$860.92	\$0.00	\$860.92
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$11,668.57	\$0.00	\$11,668.57
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	39	\$84,769.04	\$0.00	\$84,769.04

Nov 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	2	\$3,269.27	\$0.00	\$3,269.27
Year 2	H00001	AB4 Camera Bundle	115	\$224.90	\$0.00	\$224.90
Year 2	H00002	AB4 Multi Bay Dock Bundle	15	\$195.30	\$0.00	\$195.30
Year 2	M00037	BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	115	\$414,610.31	\$0.00	\$414,610.31
Year 2	ProLicense	Pro License Bundle	2	\$1,272.58	\$0.00	\$1,272.58
Total				\$518,343.69	\$0.00	\$518,343.69

Nov 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,472.80	\$0.00	\$1,472.80
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$860.92	\$0.00	\$860.92
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$11,668.57	\$0.00	\$11,668.57
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	39	\$84,769.04	\$0.00	\$84,769.04
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	2	\$3,269.27	\$0.00	\$3,269.27
Year 3	H00001	AB4 Camera Bundle	115	\$224.90	\$0.00	\$224.90
Year 3	H00002	AB4 Multi Bay Dock Bundle	15	\$195.30	\$0.00	\$195.30
Year 3	M00037	BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	115	\$414,610.31	\$0.00	\$414,610.31
Year 3	ProLicense	Pro License Bundle	2	\$1,272.58	\$0.00	\$1,272.58
Total				\$518,343.69	\$0.00	\$518,343.69

Nov 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,472.80	\$0.00	\$1,472.80
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$860.92	\$0.00	\$860.92
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$11,668.57	\$0.00	\$11,668.57
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	2	\$3,269.27	\$0.00	\$3,269.27
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	39	\$84,769.04	\$0.00	\$84,769.04
Year 4	H00001	AB4 Camera Bundle	115	\$224.90	\$0.00	\$224.90
Year 4	H00002	AB4 Multi Bay Dock Bundle	15	\$195.30	\$0.00	\$195.30
Year 4	M00037	BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	115	\$414,610.31	\$0.00	\$414,610.31
Year 4	ProLicense	Pro License Bundle	2	\$1,272.58	\$0.00	\$1,272.58
Total				\$518,343.69	\$0.00	\$518,343.69

Nov 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,472.80	\$0.00	\$1,472.80
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$860.92	\$0.00	\$860.92
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$11,668.57	\$0.00	\$11,668.57
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	2	\$3,269.27	\$0.00	\$3,269.27
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	39	\$84,769.04	\$0.00	\$84,769.04
Year 5	H00001	AB4 Camera Bundle	115	\$224.90	\$0.00	\$224.90
Year 5	H00002	AB4 Multi Bay Dock Bundle	15	\$195.30	\$0.00	\$195.30
Year 5	M00037	BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	115	\$414,610.31	\$0.00	\$414,610.31
Year 5	ProLicense	Pro License Bundle	2	\$1,272.58	\$0.00	\$1,272.58
Total				\$518,343.69	\$0.00	\$518,343.69

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.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

This is a budgetary quote and is subject to future edits.

Agency has existing contract(s) originated via Quote(s):

Q-308798, Q-433124, Q-458649, Q-458930, Q-537620, Q-548011, Q-657513, Q-675262, and Q-730335

Agency is terminating those contracts effective 12/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of \$25,956.10

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Outstanding Invoice INUS368197 8/12/2025 \$97,895.56

100% discounted Fleet hardware contained in this quote reflects a TAP refresh for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

The Agency acknowledges that previously purchased Fleet hardware warranties that will be terminated and do not have replacements listed on this quote will now be considered spare hardware which is no longer covered under warranty and not eligible for future TAP refreshment. The future number of Fleet vehicles supported for TAP replacement is 41.

Signature

Date Signed

9/10/2025



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 Rowlett 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.

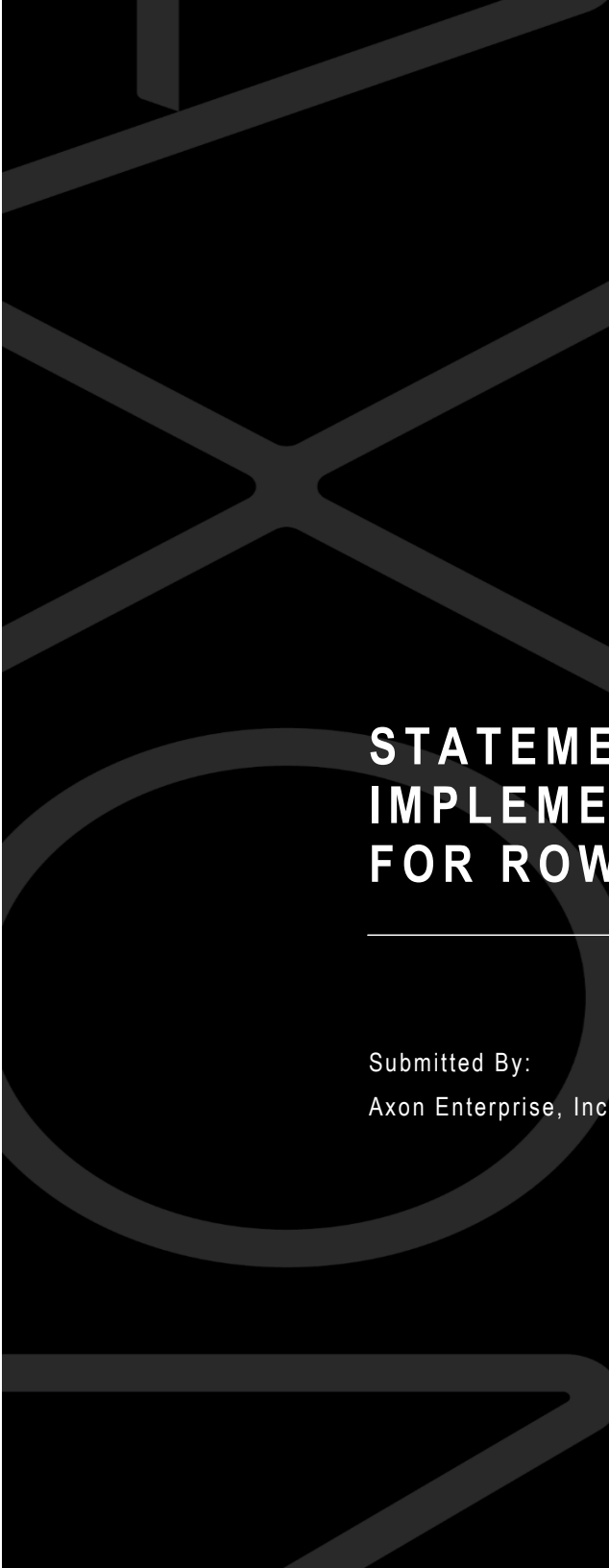
If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If 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.



STATEMENT OF WORK FOR THE IMPLEMENTATION OF AXON INTERVIEW ROOM FOR ROWLETT POLICE DEPT. - TX ("SOW")

Submitted By:

Axon Enterprise, Inc. (Axon) North 85th Street



1. PROJECT OVERVIEW:

1.1 SOFTWARE

The hardware and software detailed in this SOW includes, the listed functionality.

- ▶ Axon Interview Room

1.2 DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	Rowlett Police Dept. - TX who is identified within this SOW
End-Users	Specific Agency groups that will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and Agency specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's Criminal Justice Information System
NCIC	National Crime Information Center
Product	The hardware and software solution being implemented as part of this SOW
Production Environment	The operational environment where the Product will be accessed
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency



1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- ▶ Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure
- ▶ Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration
- ▶ Changes made by Agency or Agency's vendors



2. PROFESSIONAL SERVICES:

2.1 GENERAL

- ▶ Axon will provide a project manager throughout entire project.

2.2 HARDWARE



2.3 INTERVIEW SOFTWARE

- ▶ Agency will ensure an appropriate resource is available to configure/troubleshoot network communications between onsite Interview Hardware. Agency will also assist in configure/troubleshoot connection to Axon Evidence.
- ▶ Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
- ▶ Axon will install Axon Interview Server Application, Agency may be required to provide appropriate permissions/credentials.
- ▶ Axon will install and configure Touch Panel Software.

2.4 READINESS

- ▶ Axon will supply Agency with copy of current QA/Testing Checklist.
- ▶ Axon will complete QA/Testing Checklist per room consisting of:
 - o Hardware Wiring
 - o Hardware Mounting
 - o Hardware Functionality
 - o Firmware Updates
 - o Software Install and Configuration
 - o Functional Test of all features

2.6 TRAINING

- ▶ Axon will provide training materials that may be used by agency. Training materials will be customized for agencies environment where applicable.
- ▶ Agency will provide facilities and equipment for conducting the Training.
- ▶ Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.



3. PROJECT MANAGEMENT:

3.1 MANAGEMENT RESOURCES

- ▶ Both Parties will assign a Point of Contact, Project Manager, or Project Coordinator to ensure completion of deliverables.
- ▶ Axon's Project Coordinator will ensure all team members from Axon and Agency are continually updated on the status of the Project.

3.2 REQUIREMENTS PLANNING

- ▶ All Proposed Project timelines will be documented during Project Management Kickoff call.
- ▶ Once all requirements are agreed to, Axon's Project Coordinator will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

3.3 CHANGE CONTROL

- ▶ If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- ▶ Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.



4. AGENCY COMMITMENTS:

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays or major events that may impact the Project.
- ▶ Ensure Agency desktop or mobile systems and devices can access the Product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- ▶ Technical Systems Requirements



5. SUPPORT:

- ▶ Axon will provide on-site installer/trainer support as part of project.
- ▶ The Product undergoes updates and enhancements which Agency will automatically receive.
- ▶ Axon will provide Agency's End Users access to the help.axon.com support portal to submit and review service tickets.
- ▶ For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.



6. TERMS AND CONDITIONS:

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON ENTERPRISE, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENCY

Signature: _____

Name: _____

Title: _____

Date: _____



ATTACHMENT B - PROJECT CHANGE ORDER TEMPLATE

Date:
Axon Product or Service:
Change Order Details

AXON ENTERPRISE, INC.

AGENCY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Meeting Date: 9/16/2025

Agenda Item: 5.A.

Title

Conduct a public hearing on the proposed budget for Fiscal Year 2026.

Staff Representative

Wendy Badgett, Director of Finance

Executive Summary

Section 102.006 of the Local Government Code requires that the governing body of a municipality to hold a public hearing on the proposed budget. Any person may attend and may participate in the hearing.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 GOVERN TRANSPARENTLY & INCLUSIVELY	1.6 Actively educate, engage, and communicate with the community through a variety of channels.

Background Information

The City Manager presented the proposed budget for Fiscal Year 2026 on August 11, 2025. Section 102.006 of the Local Government Code requires that the governing body of a municipality shall hold a public hearing on the proposed budget. Any person may attend and participate in the hearing. Public notice of the date, time and location of the hearing has been published in a newspaper of general circulation on September 2, 2025, as required by state law.

Discussion

The City Manager's Fiscal Year 2026 Proposed Budget and a presentation explaining the proposal can be viewed at the links below.

Proposed Budget:

<https://www.rowletttx.gov/DocumentCenter/View/32622/FY26-Proposed-Budget-Book---Master>

Presentation:

<https://rowletttx.new.swagit.com/videos/352184>

The FY2026 Proposed Budget presented by the City Manager on August 11, 2025 totaled \$262.1 million. This is an increase of \$68.9 million compared to the FY2025 Adopted Budget of \$193.2 million. Increases to the Capital Improvements Funds, General Fund, and Utility Fund represent the majority of this increase. Specific fund level changes are outlined in the individual fund overviews, which can be found starting on page 28 of the budget proposal. The combined summary of revenues and expenses is included below.

FY2026 CITY OF ROWLETT BUDGET

FY2026 COMBINED FUND SUMMARY

Description	General Fund	Economic Development Incentive Fund	Debt Service Fund	Utility Fund	Refuse Fund	Drainage Fund	Employee Benefits Fund	Other Governmental Funds	Capital Improvements Funds	Combined Total
Beginning Reserves	\$ 34,324,218	\$ 1,180,671	\$ 2,466,164	\$ 16,642,228	\$ 442,555	\$ 896,942	\$ 3,002,355	\$ 8,126,833	\$ 24,131,892	\$ 91,213,858
Operating Revenues:										
Tax Revenues	52,434,200	-	20,729,484	-	-	-	-	4,006,292	-	77,169,976
Franchise Fees	2,855,000	-	-	-	-	-	-	61,000	-	2,916,000
Licenses and Permits	1,447,200	-	-	-	-	-	-	-	-	1,447,200
Charges for Service	4,717,600	-	-	41,175,988	8,358,800	1,862,768	8,436,765	1,317,452	800,000	66,669,373
Fines and Forfeitures	765,400	-	-	-	-	-	-	720,534	-	1,485,934
Other	2,298,700	22,000	111,000	1,192,000	9,500	15,000	1,150,639	191,770	95,167,321	100,157,930
Total Operating Revenues	64,518,100	22,000	20,840,484	42,367,988	8,368,300	1,877,768	9,587,404	6,297,048	95,967,321	249,846,413
Other Sources:										
Transfers In	6,201,530	-	242,790	93,407	-	-	-	314,221	5,511,082	\$ 12,363,030
Total Revenues	70,719,630	22,000	21,083,274	42,461,395	8,368,300	1,877,768	9,587,404	6,611,269	101,478,403	262,209,443
Operating Expenses:										
Personnel	53,716,109	-	-	4,163,803	62,063	146,610	126,742	777,868	250,000	59,243,195
Supplies	2,863,004	-	-	740,421	-	53,329	120,000	537,641	-	4,314,395
Purchase Services	12,342,041	60,800	188,100	23,016,517	7,441,400	65,842	9,288,978	3,509,895	6,299,639	62,213,212
Capital Outlay	411,632	-	-	3,617	-	34,033	-	2,276,326	94,928,764	97,654,372
Debt Service	-	-	20,742,000	5,234,492	-	348,500	-	-	-	26,324,992
Total Operating Expenses	69,332,786	60,800	20,930,100	33,158,850	7,503,463	648,314	9,535,720	7,101,730	101,478,403	249,750,166
Other Uses:										
Transfers Out	1,052,051	-	-	8,725,973	844,107	1,229,454	220,365	291,080	-	12,363,030
Total Expenses	70,384,837	60,800	20,930,100	41,884,823	8,347,570	1,877,768	9,756,085	7,392,810	101,478,403	262,113,196
Net Change	334,793	(38,800) *	153,174	576,572	20,730	-	(168,681) *	(781,541) *	-	96,247
Ending Reserves	\$ 34,659,011	\$ 1,141,871	\$ 2,619,338	\$ 17,218,800	\$ 463,285	\$ 896,942	\$ 2,833,674	\$ 7,345,292	\$ 24,131,892	\$ 91,310,105

*Indicates planned use of prior year reserves to fund current year

The meeting to adopt the budget will be held on Wednesday, September 17, 2025.

Financial/Budget Implications

N/A

Recommended Action

City staff recommends the City Council conduct a public hearing to allow the public the opportunity to express their views on the proposed budget.

Attachments

None

Meeting Date: 9/16/2025

Agenda Item: 5.B.

Title

Consider action to postpone the vote to approve the proposed budget for Fiscal Year 2026 to September 17, 2025, and announce the date, time, and location of the vote to approve the budget for Fiscal Year 2026.

Staff Representative

Wendy Badgett, Director of Finance

Executive Summary

Section 102.007 of the Local Government Code requires that at the conclusion of the public hearing for the budget, the governing body must take some action on the budget. That action may be postponement of the vote regarding adoption of the budget. Thus, the purpose of this item to consider action to postpone the vote to approve the proposed budget for Fiscal Year 2026 to September 17, 2025, at 6:00 p.m. in the Council Chambers located at 4000 Main Street, Rowlett, Texas.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 GOVERN TRANSPARENTLY & INCLUSIVELY	1.6 Actively educate, engage, and communicate with the community through a variety of channels.

Background Information

The City Manager presented the proposed budget for Fiscal Year 2026 to City Council on August 11, 2025. State law requires that the governing body of a municipality shall hold a public hearing on the proposed budget. Any taxpayer of the municipality may attend and participate in the hearing. Public notice of the date, time and location of the hearing has been published in a newspaper of general circulation on September 2, 2025, as required by state law. The public hearing on the proposed budget is being held on September 16, 2025, immediately prior to this agenda item.

Discussion

Section 102.006 of the Local Government Code requires that the governing body of a municipality shall hold a public hearing on the proposed budget. Section 102.007 then requires that at the conclusion of the public hearing the governing body must take some

action on the budget. That action may be action to postpone the vote on adoption of the budget.

Financial/Budget Implications

N/A

Recommended Action

Because Texas Local Government Code 102.006(b) requires the proposed budget hearing to be held before the date of the adoption of the tax levy, City staff recommends the City Council consider an action to postpone the vote to approve the proposed budget for Fiscal Year 2026 to September 17, 2025.

For this required official action, the following motion language is recommended:

I move that the City Council of the City of Rowlett postpone the vote on adoption of the fiscal year 2026 budget to Wednesday, September 17, 2025, at 6:00 p.m. in the Council Chambers located at 4000 Main Street, Rowlett, Texas.

Attachments

None

Meeting Date: 9/16/2025

Agenda Item: 5.C.

Title

Conduct a public hearing on the ad valorem tax rate for Fiscal Year 2026.

Staff Representative

Wendy Badgett, Director of Finance
Michael Kuhn, Treasurer & Debt Mgr.

Executive Summary

Truth-in-taxation is a concept embodied in the Texas Constitution and the Tax Code that requires local taxing units to make taxpayers aware of tax rate proposals. If the proposed tax rate exceeds the lower of the no-new-revenue rate or the voter-approval rate, the City Council must hold a record vote to set the proposed tax rate (*Tex. Tax Code §§26.06(c) and 26.061*). The vote to set the proposed tax rate was held on August 11, 2025. Subsequently, since the approved proposed tax rate exceeds the lower of the no-new-revenue rate or voter-approval rate, the governing body must hold a public hearing prior to the adoption of the tax rate (*Tex. Tax Code §26.06(a)*).

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 GOVERN TRANSPARENTLY & INCLUSIVELY	1.6 Actively educate, engage, and communicate with the community through a variety of channels.

Background Information

There are four principles to truth-in-taxation:

- Property owners have the right to know about increases in their properties' appraised value and to be notified of the estimated taxes that could result from the new value.
- A taxing unit must publish its no-new-revenue and voter-approval tax rates before adopting an actual tax rate.
- A taxing unit must publish special notices and hold a public hearing before adopting a tax rate that exceeds the lower of the no-new-revenue or the voter-approval tax rate.
- If a taxing unit adopts a rate that exceeds the voter-approval rate, the registered voters of the taxing unit at an election held for that purpose must determine

whether to approve the adopted tax rate.

The no-new-revenue rate is a calculated rate that would provide the taxing unit with approximately the same amount of revenue it received in the year before on properties taxed in both years. If property values rise, the no-new-revenue tax rate will go down and vice versa. The voter-approval rate provides the taxing unit with approximately the same amount of tax revenue it spent the previous year for day-to-day operations, plus a three and one-half percent increase for those operations, in addition to sufficient funds to pay debt service in the coming year. The voter-approval rate also represents the maximum rate the Council can adopt without being subject to an automatic election on the November uniform election date.

Ad valorem, or property taxes, are collected by local governments in two components: (1) operations and maintenance (O & M); (2) interest and sinking fund (I & S) to fund debt obligation.

On August 11th, the City Manager presented the FY2026 Proposed Budget, which includes increasing the tax rate to \$0.807891. This rate is comprised of an O&M rate of \$0.538841 and an I&S rate of \$0.269050. Residents can view the City Manager's Proposed Budget and the presentation explaining the proposal at the links below.

Proposed Budget:

<https://www.rowletttx.gov/DocumentCenter/View/32622/FY26-Proposed-Budget-Book---Master>

Presentation:

<https://rowletttx.new.swagit.com/videos/352184>

On August 11, 2025, City staff recommended setting and publishing a proposed tax rate of \$0.841997 which is comprised of an O&M rate of \$0.572947 and an I&S rate of \$0.269050 to allow for maximum flexibility throughout the budget planning process. This tax rate represents the voter-approval tax rate calculated and certified by Dallas County using the Texas Comptroller 2025 Tax Rate Calculation Worksheet (Form 50-856), as required by Tax Code Chapter 26 (§§26.04(d-1)). Council provided a vote of approval for the recommendation. Council's action on August 11th of setting the proposed tax rate at \$0.841997 did not adopt the FY26 (tax year 2025) tax rate, nor did it necessitate the rate that Council would adopt; rather, it set the maximum tax rate the Council would consider adopting.

Since the proposed rate set by Council of \$0.841997 exceeds the no-new-revenue tax rate of \$0.791518, the governing body is required to hold one public hearing on the tax rate.

Council voted on August 11th to hold this property tax rate hearing on September 16, 2025, at 7:00pm in the Council Chambers located at 4000 Main Street, Rowlett, TX 75088. The public was invited to attend and provide comments.

The proposed tax rate is subject to change until it is formally adopted by City Council at the

Wednesday, September 17th meeting.

Description	FY2025 Adopted	FY2026 City Manager Proposed Budget	FY2026 No-New- Revenue	FY2026 Voter- Approval	FY2026 Proposed/ Published Tax Rate
Operations (O & M)	\$0.531341	\$0.538841	\$0.522468	\$0.572947	\$0.572947
Debt (I&S)	\$0.238350	\$0.269050	\$0.269050	\$0.269050	\$0.269050
Total	\$0.769691	\$0. 807891	\$0.791518	\$0.841997	\$0.841997

Discussion

The State of Texas "Truth in Taxation" law requires that the City Council conduct a public hearing on its proposed ad valorem tax rate each year if such rate exceeds the lower of the no-new-revenue tax rate or the voter-approval rate. Public notice of the date, time and location of this hearing was published in a newspaper of general circulation (Dallas Morning News) as required by State law on September 2, 2025. Additionally, tax rate information has been posted to the City's website and RTN16, the City's government access cable channel, as required by State law.

Subsequent to the approval by Council on August 11, 2025 of \$0.841997 as the proposed tax rate for FY26 (tax year 2025), discussions throughout the FY26 budget process have allowed the tax rate of \$0.807891 included the City Manager's FY26 Proposed Budget to remain unchanged. Therefore, the tax rate to be presented for vote of adoption on September 17, 2025 includes an operations and maintenance tax rate of \$0.538841 and an I&S (debt service) tax rate of \$0.269050 for a total tax rate of \$0.807891 per \$100 of taxable value.

The meeting to vote and adopt the tax rate will be held on Wednesday, September 17, 2025 at 6:00 p.m.

Financial/Budget Implications

N/A

Recommended Action

City staff recommends the City Council conduct a public hearing to allow the public the opportunity to express their views on the proposed tax rate.

Attachments

None

Meeting Date: 9/16/2025

Agenda Item: 5.D.

Title

Announce the date, time, and location of the vote to approve the ad valorem tax rate for Fiscal Year 2026.

Staff Representative

Wendy Badgett, Director of Finance
Michael Kuhn, Treasurer & Debt Mgr.

Executive Summary

The purpose of this item is to announce the date, time, and location of the vote to approve the ad valorem tax rate for Fiscal Year 2026 as September 17, 2025, at 6:00pm in the Council Chambers located at 4000 Main Street, Rowlett, TX 75088.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 GOVERN TRANSPARENTLY & INCLUSIVELY	1.6 Actively educate, engage, and communicate with the community through a variety of channels.

Background Information

The State of Texas "Truth in Taxation" law requires that the City Council conduct a public hearing on its proposed ad valorem tax rate each year if such rate exceeds the lower of the no-new-revenue tax rate or the voter-approval rate.

Description	FY2025 Adopted	FY2026 City Manager Proposed Budget	FY2026 No-New- Revenue	FY2026 Voter- Approval	FY2026 Proposed/ Published Tax Rate
Operations (O & M)	\$0.531341	\$0.538841	\$0.522468	\$0.572947	\$0.572947
Debt (I&S)	\$0.238350	\$0.269050	\$0.269050	\$0.269050	\$0.269050
Total	\$0.769691	\$0.807891	\$0.791518	\$0.841997	\$0.841997

The public hearing on the proposed ad valorem tax rate is being held on September 16, 2025, immediately prior to this agenda item. Public notice of the date, time and location of the hearing was published in a newspaper of general circulation (Dallas Morning News) as

required by state law on September 2, 2025. Additionally, tax rate information has been posted to the City's website and RTN16, the City's government access cable channel, as required by State law.

Discussion

Texas Tax Code section 26.06(d) requires that "[i]f the governing body does not vote on the proposed tax rate at the public hearing, the governing body shall announce at the public hearing the date, time and place of the meeting at which it will vote on the proposed tax rate".

Financial/Budget Implications

N/A

Recommended Action

City staff recommends the City Council announce the date, time, and location of the vote to approve the ad valorem tax for Fiscal Year 2026.

In compliance with Texas Tax Code Section 26.06(e), the City Council shall announce the date, time and place of the meeting at which it will vote on the tax rate.

"The City of Rowlett Council will vote on the tax rate on Wednesday, September 17, 2025, at 6:00pm in the Council Chambers located at 4000 Main Street, Rowlett, TX 75088. The public is invited to attend."

Attachments

None

Meeting Date: 9/16/2025

Agenda Item: 5.E.

Title

Consider action to adopt a resolution authorizing the City Manager to enter into the Purdue Settlement and authorizing the submission of the subdivision participations and release form regarding the Purdue Settlement and full release of all claims.

Staff Representative

Victoria Thomas, City Attorney

Executive Summary

Council to consider approval of participation in Purdue opioid settlement.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 GOVERN TRANSPARENTLY & INCLUSIVELY	1.8 Provide accurate and timely information to policy-makers and the public.

Background Information

Texas, along with a broad coalition of states and subdivisions, has now reached final agreements with twenty-three companies to resolve legal claims for their role in the opioid crisis. The newest agreements include an agreement with opioid manufacturer Purdue Pharma and the Sackler family as well as agreements with eight generic opioid manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.

Discussion

Texas, along with a broad coalition of states and subdivisions, has now reached final agreements with twenty-three companies to resolve legal claims for their role in the opioid crisis. The newest agreements include an agreement with opioid manufacturer Purdue Pharma and the Sackler family as well as agreements with eight generic opioid manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.

The recent settlement with Purdue and the Sackler family brings Texas' combined share to \$3.347 billion, with Purdue and the Sacklers paying an estimated \$286 million to Texas and the eight generic opioid manufacturers paying approximately \$45 million to Texas. Distribution within Texas is governed by the Texas Term Sheet, an intrastate agreement between the state and litigating subdivisions, and administered by the Opioid Council. Funds must be used to

support any of a wide variety of strategies to fight the opioid crisis. Separate provisions exist to compensate attorneys who have pursued opioid litigation on behalf of states and local governments. The more subdivisions that join the settlements, the more money everyone in Texas will receive.

Nationally, the agreements reached with manufacturers, distributors, and pharmacies provide for almost \$60 billion in payments to states and local governments. Funding is distributed to states according to the allocation agreement reached among the Attorneys General. Only subdivisions in participating states are eligible to participate in the agreements.

The proposed Purdue/Sackler settlement is actually two settlements being implemented in connection with Purdue's bankruptcy proceedings. It consists of a settlement of Purdue's claims against the Sacklers (the "Estate Settlement") to be distributed pursuant to a chapter 11 plan (the Council has already approved the City's submission of a ballot in the bankruptcy case approving the bankruptcy plan), and a settlement of direct claims against the Sacklers held by states, local governments and other creditors (the "Direct Settlement"). Dollars will flow from both settlements.

In this agenda item, the City Council must decide whether to participate in the Direct Settlement. The more subdivisions that participate, the more funds flow to Texas and its subdivisions. Any subdivision that does not participate cannot directly share in any of the Direct Settlement funds. The Texas Attorney General's Office will be collecting Subdivision Participation Forms for the Purdue/Sackler Direct Settlement through Rubris Inc. which is Implementation Administrator for the Direct Settlement. Just like with the Purdue/Sackler Direct Settlement, to join the settlements with the eight generic manufacturers (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus), the City Council must authorize execution and submission of a single Subdivision Participation Form encompassing all eight manufacturers. The Texas Attorney General's Office currently does not have information available regarding the estimated payment to the City under the Purdue or Alvogen, et al. direct settlements.

Financial/Budget Implications

No cost to City. If City participates in Purdue settlement, it will receive monetary distribution in the Purdue Settlement; amount of distribution is currently unknown.

Recommended Action

City Attorney has recommended approval of a resolution authorizing participation in the Purdue Settlement.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO THE PURDUE SETTLEMENT AND AUTHORIZING THE SUBMISSION OF THE SUBDIVISION PARTICIPATION AND RELEASE FORM REGARDING THE PURDUE SETTLEMENT AND FULL RELEASE OF ALL CLAIMS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Rowlett has previously adopted and approved the Texas Term Sheet and Allocation Schedule regarding the Global Opioid Settlement through the Office of the Attorney General; and

WHEREAS, the City of Rowlett has received notice of a settlement through the Office of the Texas Attorney General relating to opioid claims against Purdue (the “Purdue Settlement”); and

WHEREAS, the City of Rowlett can participate in this settlement by adopting and submitting to the National Opioid Settlements Implementation Administrator on or before September 30, 2025, the Subdivision Participation and Release Form, attached hereto and incorporated herein by this reference as Exhibit “A” (the “Release Form”);

WHEREAS, the City Council of the City of Rowlett, Texas, (i) finds there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Rowlett, (ii) supports the addition of the Purdue Settlement to those previously adopted; and (iii) supports the adoption and approval the Release Form and finds it to be in the public interest to approve such settlement;

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

SECTION 1. The City Manager is hereby authorized on behalf of the City to enter into the opioid settlement with Purdue (the “Purdue Settlement”) and to sign and submit or cause to be submitted said Subdivision Participation and Release Form (City’s Rubris Reference Number: CL-1750473), attached hereto and incorporated herein by this reference as Exhibit “A” to the National Opioid Settlements Implementation Administrator by email at opioidsparticipation@rubris.com before September 30, 2025.

SECTION 2. The City Manager is authorized to act on behalf of the City to agree to such future opioid settlement agreements and release of claims negotiated and recommended by the Texas Attorney General that provide for distribution of settlement funds to the City.

SECTION 3. This Resolution shall become effective immediately upon passage.

Attachments

1. Exhibit A - Purdue Settlement

EXHIBIT A
Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released

Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Meeting Date: 9/16/2025

Agenda Item: 5.F.

Title

Consider action to adopt a resolution authorizing the City Manager to enter into the Opioid settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus, and authorizing the submission of the subdivision participation and release form(s) regarding the settlement and full release of all claims.

Staff Representative

Victoria Thomas, City Attorney

Executive Summary

Council will consider approval of a resolution authorizing participation in opioid settlement for Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 Govern Transparently & Inclusivity	1.8 Provide accurate and timely information to policy makers and the public.

Background Information

Texas, along with a broad coalition of states and subdivisions, has now reached final agreements with twenty-three companies to resolve legal claims for their role in the opioid crisis. The newest agreements include an agreement with opioid manufacturer Purdue Pharma and the Sackler family as well as agreements with eight generic opioid manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.

Discussion

Texas, along with a broad coalition of states and subdivisions, has now reached final agreements with twenty-three companies to resolve legal claims for their role in the opioid crisis. The newest agreements include an agreement with opioid manufacturer Purdue Pharma and the Sackler family as well as agreements with eight generic opioid manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.

The recent settlement with Purdue and the Sackler family brings Texas' combined share to \$3.347 billion, with Purdue and the Sacklers paying an estimated \$286 million to Texas and the

eight generic opioid manufacturers paying approximately \$45 million to Texas. Distribution within Texas is governed by the Texas Term Sheet, an intrastate agreement between the state and litigating subdivisions, and administered by the Opioid Council. Funds must be used to support any of a wide variety of strategies to fight the opioid crisis. Separate provisions exist to compensate attorneys who have pursued opioid litigation on behalf of states and local governments. The more subdivisions that join the settlements, the more money everyone in Texas will receive.

Nationally, the agreements reached with manufacturers, distributors, and pharmacies provide for almost \$60 billion in payments to states and local governments. Funding is distributed to states according to the allocation agreement reached among the Attorneys General. Only subdivisions in participating states are eligible to participate in the agreements.

The proposed Purdue/Sackler settlement is actually two settlements being implemented in connection with Purdue's bankruptcy proceedings. It consists of a settlement of Purdue's claims against the Sacklers (the "Estate Settlement") to be distributed pursuant to a chapter 11 plan (the Council has already approved the City's submission of a ballot in the bankruptcy case approving the bankruptcy plan), and a settlement of direct claims against the Sacklers held by states, local governments and other creditors (the "Direct Settlement"). Dollars will flow from both settlements.

In this agenda item, the City Council must decide whether to participate in the Direct Settlement. The more subdivisions that participate, the more funds flow to Texas and its subdivisions. Any subdivision that does not participate cannot directly share in any of the Direct Settlement funds. The Texas Attorney General's Office will be collecting Subdivision Participation Forms for the Purdue/Sackler Direct Settlement through Rubris Inc. which is Implementation Administrator for the Direct Settlement. Just like with the Purdue/Sackler Direct Settlement, to join the settlements with the eight generic manufacturers (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus), the City Council must authorize execution and submission of a single Subdivision Participation Form encompassing all eight manufacturers. The Texas Attorney General's Office currently does not have information available regarding the estimated payment to the City under the Purdue or Alvogen, et al. direct settlements.

Financial/Budget Implications

No cost to City. If City participates in opioid settlement, City will receive disbursement of opioid settlement funds; amount is not currently known.

Recommended Action

City Attorney has recommended approval of resolution.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO THE OPIOID SETTLEMENTS WITH ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN AND ZYDUS AND AUTHORIZING THE SUBMISSION OF THE SUBDIVISION PARTICIPATION AND RELEASE FORM(S) REGARDING THE SETTLEMENT AND FULL RELEASE OF ALL

CLAIMS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Rowlett has previously adopted and approved the Texas Term Sheet and Allocation Schedule regarding the Global Opioid Settlement through the Office of the Attorney General; and

WHEREAS, the City of Rowlett has received notice of a settlement through the Office of the Texas Attorney General relating to opioid claims against Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the "Opioid Settlements"); and

WHEREAS, the City of Rowlett can participate in the Opioid Settlements by adopting and submitting to the National Opioid Settlements Implementation Administrator on or before October 8, 2025, the Subdivision Participation and Release Form, attached hereto and incorporated herein by this reference as Exhibit "A" (the "Release Form");

WHEREAS, the City Council of the City of Rowlett, Texas, (i) finds there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Rowlett, (ii) supports the addition of the Opioid Settlements to those previously adopted; and (iii) supports the adoption and approval the Release Form and finds it to be in the public interest to approve such settlement;

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

SECTION 1. The City Manager is hereby authorized on behalf of the City to enter into the Opioid Settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus (the "Opioid Settlements") and to sign and submit or cause to be submitted said Subdivision Participation and Release Form (City's Rubris Reference Number: CL-1772717), attached hereto and incorporated herein by this reference as Exhibit "A" to the National Opioid Settlements Implementation Administrator by email at opioidsparticipation@rubris.com before October 8, 2025.

SECTION 2. The City Manager is authorized to act on behalf of the City to agree to such future opioid settlement agreements and release of claims negotiated and recommended by the Texas Attorney General that provide for distribution of settlement funds to the City.

SECTION 3. This Resolution shall become effective immediately upon passage.

Attachments

1. Exhibit A - Alvogen Settlement

EXHIBIT A
Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released

Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____