



**Duncanville City Council
Regular Meeting Agenda**
City Council Briefing Room and City Council Chamber
Duncanville City Hall, 203 E. Wheatland Road
Duncanville, TX 75166
(972) 780-5017

Tuesday, February 17, 2026
6:00 PM - Work Session/Briefing
7:00 PM - Regular Session

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

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

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

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

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

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

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

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

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

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

- Submit a comment by 4:00 PM on Tuesday, February 17, 2026.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, February 17, 2026.
- First Name, Last Name, and Address

WORK SESSION / BRIEFING

- 1. DISCUSS AGENDA ITEMS**
- 2. CITY COUNCIL CALENDAR**
- 3. BRIEFINGS / PRESENTATIONS**
 - A. Briefing on Zoning Ordinance Changes
 - B. Briefing on On Duty Health

EXECUTIVE SESSION

- A. City Council shall convene into closed session pursuant to Section 551.072, 551.087 to deliberate the purchase, exchange, lease of real properties, being located east of Santa Fe Trail, north of Daniieldale Road, west of Cockrell Hill Road, and south of Camp Wisdom Road, and to seek legal advice from City Attorney regarding such real property.
- B. City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.

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

CALL TO ORDER

INVOCATION - Pastor David Cartwright with First Christian Church of Duncanville

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

4. REPORTS

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

5. PROCLAMATIONS AND PRESENTATIONS

- A. Receive a presentation on the Quarterly Investment Report as of December 31, 2025.

6. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. In keeping with the City Council's Rules of Procedure adopted on June 4, 2024, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes. "Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law" At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

7. CONSENT AGENDA

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

- A. Consider the minutes for the February 3, 2026, City Council Meeting.
- B. Consider a Resolution authorizing the execution of the TEMAT (Texas Emergency Management Assistance Teams) Memorandum of Understanding (MOU) for local jurisdictional participation in State emergency

deployment teams.

- C. Consider a Resolution authorizing the City Manager to enter into an Interlocal Agreement with the City of Midlothian to utilize the Midlothian Fire Training Center once City Attorneys from both cities have reviewed and finalized the agreement.
- D. Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Houston Freightliner, Inc., to purchase a Vac-Con combination vacuum, jet rodder, and hydro-excavation truck through Houston-Galveston Area Council (H-GAC) Contract HT-06-20 in the expenditure amount of \$598,805.75.

8. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Take any necessary action as a result of the Executive Session.
- B. Consider a Resolution awarding a bid and authorizing an Energy Savings Performance Contract by and between the City of Duncanville and Performance Services of Texas, Inc. ("PSI") for implementation of an Advanced Metering Infrastructure System and installation of smart water meters through The Interlocal Purchasing System (TIPS) Contract 220104, in accordance with Texas Local Government Code Chapter 302, for a total amount not to exceed \$11,900,000.00, subject to the City of Duncanville acquiring funding through issuance of a lawful source.
- C. Conduct a public hearing to consider a Chapter 380 Agreement with Pegaso California Construction Corporation as part of the acquisition and redevelopment of the Railroad Flats Property, owned by the Duncanville Community and Economic Development Corporation (DCEDC).

9. STAFF AND BOARD REPORTS

- A. Police Department Annual Report
- B. Receive Police Department 2025 Racial Profiling Report
- C. Receive the Quarterly Financial Report as of December 31, 2025.

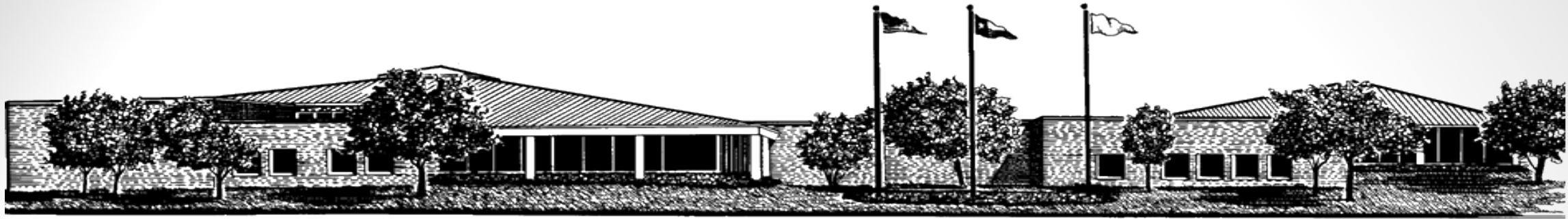
ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Tuesday, February 10, 2026, by 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor
City Secretary

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

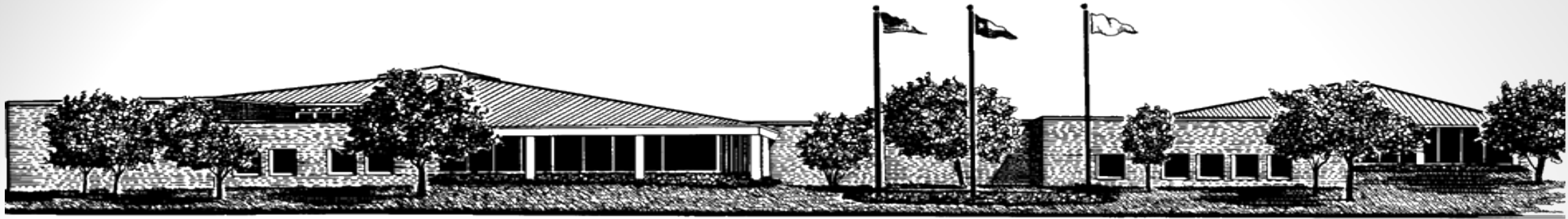
“Las armas de fuego están prohibidas en estas instalaciones por la ley estatal a menos que estén autorizadas bajo el Capítulo 411 del Código de Gobierno de Texas. Sección 46.035 del Código Penal de Texas.”



CITY OF DUNCANVILLE PROPOSED ORDINANCE CHANGES

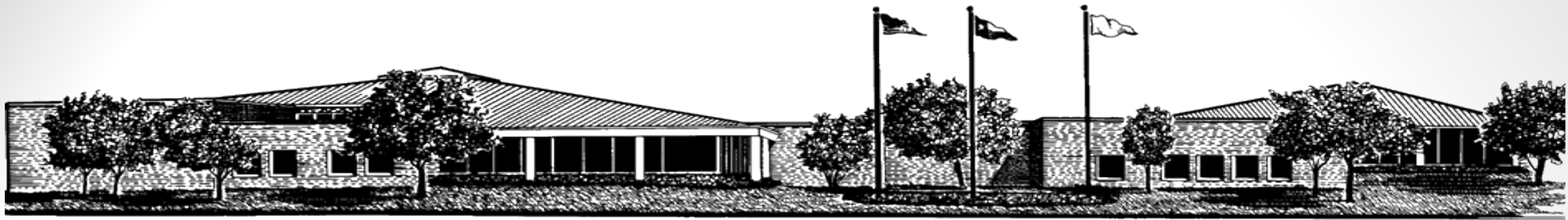
FEBRUARY 17, 2025

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



STAFF HAS REVIEWED THE EXISTING ORDINANCES AND DRAFTED PROVISIONS TO CLARIFY, STRENGTHEN, AND EXPAND SUPPORT FOR EFFECTIVE ENFORCEMENT OF THESE ORDINANCES.

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



PLANNING AND ZONING DEPARTMENT INSPECTIONS AND PLANNING AND ZONING

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

ZONING ORDINANCE/LAND USE UPDATES

- **Boarding House/Group Homes**

- Current language and proposed changes:

- Articles I Section 12C-2: Definitions

- Boarding home. means an establishment that furnishes, in one or more buildings, lodging to three or more persons with or without disabilities or elderly persons who are unrelated to the owner of the establishment by blood or marriage, and provides community meals, light housework, meal preparation, transportation, grocery shopping, money management, laundry services, or assistance with self-medication

**Use will be updated in the Zoning Ordinance, Article 7 Definitions to be consistent.*

- Director. means the ~~director~~ *director and/or assistant director* of the department designated by the city manager to enforce and administer this article and includes representatives, agents, or department employees designated by the ~~director~~ *director and/or assistant director*
- *Group home facility.* means housing occupied by groups of unrelated individuals with disabilities, which may or may not be provided by organizations that also offer various services for individuals with disabilities living in the homes and are licensed by the state, in which a reasonable accommodation and certificate of occupancy has been issued prior to operating if such home has four or more persons occupying the dwelling unit.

**Add definition to Zoning Ordinance and add land use to Land Use Chart*

- **Section 12C-5 – Application required Revisions**

(a) A group home *and/or boarding house*, as defined herein, ~~is permitted~~ *requires a Specific Use Permit (SUP)* in a single-family residential district if it complies with the regulations set forth in this chapter.

(b) A person commits an offense if he owns or operates a group home facility in the city without an approved application issued under this Chapter.

(c) It is a defense to prosecution under this article if a person operates a group home facility while an application under [section 12C-4](#) is pending.

(d) It is a defense to prosecution under this section if a person operates a facility listed in this section.

(e) The ~~application~~ *following information* including but not limited must be submitted *as part of a formal Specific Use Permit (SUP) application to the director to the Planning and Zoning department.*

ZONING ORDINANCE/LAND USE UPDATES

- **Changes to Section 12C-7 – Reasonable Accommodation**

- If more than four unrelated persons are to occupy the single-family dwelling as a group home facility, a reasonable accommodation *application* must be ~~requested~~ *submitted to the Planning and Zoning department.*
- A request for reasonable accommodation may be made by any person with a disability, the person's representative, a developer, or a provider of housing for individuals with disabilities.
- ~~There is no fee~~ *The fee is \$500 for a reasonable accommodation application.*
- The request must state the reason for the accommodation from the ~~zoning~~ *Zoning Ordinance and/or* ~~or~~ development regulations and the basis for the request.
- The ~~director~~ *director and/or assistant director* reviews the application to determine whether the ~~request~~ *application* for a reasonable accommodation should be granted.
- Prior to final determination being made, the city attorney reviews all pertinent information and provides the ~~director~~ *director and/or assistant director* legal counsel regarding all ~~requests~~ *applications* for a reasonable accommodation.

- **Changes to Section 12C-10 – Separation requirements,**

- No group home *and/or boarding house* shall be located ~~locate~~ within 1,600 feet of another group home *and/or boarding house* as defined by this chapter. The measurement is taken in a straight, direct line from one property to another.

- **Changes to Section 12C-11 – Process.**

- (a) An administrative reasonable accommodations application must be submitted and approved by the ~~director~~ *Planning and Zoning department* prior to approving any certificate of occupancy.
- (b) Denial of any reasonable accommodations application may be appealed to the ~~zoning board of adjustment~~ *Zoning Board of Adjustment*.
- (c) An interior and exterior inspection of the property is conducted prior to approving any certificate of occupancy by the Building Official and/or his or her designee and Code Enforcement officials.
- (d) Additional inspections *may be* conducted as appropriate.

- **Changes to Section 12C-12 – Inspection.**

- (a) All facilities authorized unless exempt under this chapter shall require an interior and exterior inspection of the property prior to issuance of a certificate of occupancy and annually thereafter by the ~~building official~~ *Building Official and/or his or her designee* and code enforcement officials.
- (b) All facilities authorized under this chapter shall be annually inspected to ensure compliance with the requirements established herein.
- (c) The city council shall, by resolution, establish an appropriate fee for the inspection established in this section.



ZONING ORDINANCE/LAND USE UPDATES

- Update language in Article 3 - Land Use Chart and Section 3.04 Additional Regulations in Zoning Ordinance
- Update and add 'Group Home' use to Land Use Chart (Article 3) and Definitions (Article 7) in Zoning Ordinance
- **Section 3.04 – Additional Regulations**
 - A. Residential Uses
 - *1. Boarding House and Group Home Standards*
 - a. Application Information
 - *Specific Use Permit applications shall include, but not limited to, the following information:*

ZONING ORDINANCE/LAND USE UPDATES

Section 3.04 – Additional Regulations (Revised language)

- A. Residential Uses
 - (1) *Property owner information.*
 - (2) *Onsite responsible party.*
 - (3) *Offsite emergency contacts.*
 - (4) *Total number of residents.*
 - (5) *Age of residents.*
 - (6) *Disability of residents.*
 - (7) *Total number of employees/caregivers.*
 - (8) *License with the state.*
 - (9) *Total square feet of dwelling unit.*
 - (10) *Total square feet of sleeping area.*
 - (11) *Number of bedrooms.*
 - (12) *Total square feet of living area.*
 - (13) *Total square feet of dining area.*
 - (14) *Total square feet of kitchen.*
 - (15) *Number of restrooms.*
 - (16) *Total linear feet of street frontage.*
 - (17) *Number of vehicles*

ZONING ORDINANCE/LAND USE UPDATES

Section 3.04 – Additional Regulations

- A. Residential Uses
 - c. *Spacing - No Boarding House and/or Group Home shall locate within one thousand six hundred (1,600) feet of another Boarding House and/or Group Home. The measurement is taken in a straight, direct line from one property to another.*
 - e. Inspections - All Boarding Houses *and/or Group Home* shall require an interior and exterior inspection of the property prior to the issuance of a Certificate of Occupancy and annually thereafter by the *Building Official-and/or his or her designee Building Inspector* and Code Enforcement Officials.

ZONING ORDINANCE/LAND USE UPDATES

Article 3 Land Use Chart Updated

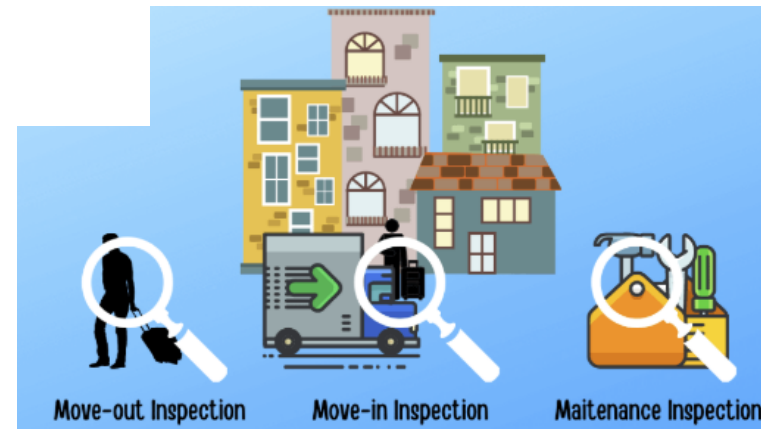
Land Use	S F - 4 3	SF- 13	SF - 1 0	SF - 7	TF-7	MF- 14	MF- 21	NOR	LOR	GOR	C	I	DD	Add'l Regulations	Parking	
Residential Uses													C M S	G M S	U L	
Boarding House/ Group Home	○	○	○	○	○									Sec. 3.04.A.1	1:1 bedroom	

○ *Indicates use requires a Specific Use Permit (SUP)*



RENTAL INSPECTIONS

- **Purpose:**
 - To maintain minimum housing standards in alignment with city code, ordinance, and Texas property maintenance code.
 - Articles II and VII are for long term and short-term rentals to allow rental inspections the right to go inside occupied long term and short-term rentals for renewals, re-inspections, and possible inspection concerns.
- **Applies To:**
 - Long term and short-term rentals
- **Key Standards:**
 - Article II, Amend the language of the power and duties of staff to administer and enforce the rental programs.
 - Article VII, Amend the language regarding power and duties, to confirm that staff has the authority to make the required and necessary inspections.
 - Update rental fees to include zombie properties, short term rentals, and temporary work force housing.
- **Applicable Areas:**
 - MF-21 (Multi-Family Residential 21)
 - MF-14 (Multi-Family Residential 14)
 - TF-7 (Duplex-Residential District 7)
 - SF-43 (Single-Family Residential 43)
 - SF-13 (Single-Family Residential 13)
 - SF-10 (Single-Family Residential 10)
 - SF-7 (Single-Family Residential 7)



RENTAL INSPECTIONS

- **ARTICLE VII. - RESIDENTIAL RENTAL REGISTRATION PROGRAM REGULATIONS**
- **Sec. 5-202. - City Manager/Building Official/City Planner—Power and Duties.**
- (4) The owner, or property manager, as a condition of the license required by this article, shall consent and agree to permit and allow the city's building official, city planner or his/her designee to make the following inspections of the rental property when and as needed to ensure compliance with this article and all other city ordinances and state laws, and applicable adopted codes including but not limited to, the International Residential Code and the International Property Maintenance Code related to the purpose and/or enforcement of this article:

SHORT-TERM RENTAL INSPECTIONS

- **ARTICLE II. - SHORT-TERM RENTAL REGISTRATION PROGRAM REGULATIONS**
- **Sec. 12C-51. - Definitions.**
- *Building Official.* The building official, or his/her designee, for the City of Duncanville, Texas.
- *City Manager* means the person designated by the city council and home rule charter.
- *City Planner* means the person designated by the city manager as the city planner or their designee.
- *Short-Term Rental Permit* means the permit issued by the building official, city planner or their designee pursuant to this article.

SHORT-TERM RENTAL

- **Sec. 12C-52. - City Manager, Building Official, City Planner, Power and Duties.**
- The city manager, building official, city planner or designee is hereby designated as the administrator of the provisions of this article. In addition to the powers and duties otherwise prescribed for the building official, city planner, as administrator of this article, the building official, city planner shall have the authority to:
- (4) Conduct periodic inspections of residential rental properties throughout the city to ensure compliance with this article and all other applicable city ordinances and state laws, and applicable adopted codes including, but not limited to, the adopted building codes in chapter of the code of ordinances as amended, related to the purpose and/or enforcement of this article.

SHORT-TERM RENTAL INSPECTIONS

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- (4) Conduct periodic inspections of residential rental properties throughout the city to ensure compliance with this article and all other applicable city ordinances and state laws, and applicable adopted codes including, but not limited to, the adopted building codes in chapter of the code of ordinances as amended, related to the purpose and/or enforcement of this article.



SHORT-TERM RENTAL

- **Sec. 12C-59. - Inspections; Re-Inspections; Suspension and Revocation of License.**
- (a) *Inspections; access.* The resident owner, nonresident owner, resident manager and property manager, as a condition to the issuance of a short-term rental license required by this article, **shall consent** and agree to permit and allow the city's building official, city planner or their designee to make the following inspections of the short-term rental when and as needed to ensure compliance with this article.

CERTIFICATE OF OCCUPANCY

- **Purpose:**
 - To ensure all businesses are accounted for and legally operating in alignment with the approved permit and zoning.
- **Applies To:**
 - All Brick and Mortar Businesses
- **Key Standards:**
 - All business owners must have a visible Certificate of Occupancy
 - Ask for sales tax verification, to ensure compliance for the business
- **Applicable Areas:**
 - LOR (Local Office Retail District)
 - GOR (General Office Retail District)
 - C (Commercial District)
 - NOR (Neighborhood Office District)
 - PD (Planned Development District)
 - I (Industrial District)



RAISING THE STANDARDS -

Moving Beyond Grandfathering – Minimum Compliance

- **Purpose:**

- Phase out Grandfather Clause Protections for substandard sites
- Require all automotive shops to meet minimum code or ordinance standards

- **Key Elements:**

- Proper Screening (fences, landscaping, buffering)
- Enclosed repair and storage areas
- Clean, paved, and stripped parking surfaces
- Compliance with building maintenance and signage codes

- **Benefits in the City:**

- MF-21 (Multi-Family Residential 21)
- MF-14 (Multi-Family Residential 14)
- TF-7 (Duplex-Residential District 7)
- LOR (Local Office Retail District)
- GOR (General Office Retail District)

I (Industrial District)

PD (Planned Development District)

NOR (Neighborhood Office District)

C (Commercial District)



NONCONFORMING USE LAW

- **Legal Basis:**
 - Grandfathering comes from the zoning principle of nonconforming uses (Texas Local Government Code Ch. 211)
 - Cities cannot immediately force closure of a legally established use when zoning standards change, that would likely be considered an unconstitutional taking
 - However, cities can require eventual compliance through amortization
- **Process:**
 - Amortization means setting a reasonable period of time for the owner to continue the use before they must comply with current standards
 - Courts in Texas require that the period:
 - Gives the owner a fair chance to recoup their investment, and
 - Is reasonable relative to the impact on the city and the public interest
 - Many cities conduct a cost recovery study to determine what a “reasonable” time is
- **How Long:**
 - Typical Range 1-10 years, depending on the cost of upgrades, property value, and intensity of the use.
 - Small Upgrades (landscaping, striping, fencing) may only warrant 1-3 years



OVERLAY DISTRICT

DOWNTOWN CULTURAL MIXED-USE OVERLAY

- **Purpose:**
 - Encouraging walkable, mixed-use development that brings together residential, retail, cultural, and office uses in a cohesive environment
 - Supporting the creation of a vibrant arts and cultural district centered around Armstrong Park and the Downtown core
 - Advancing the City’s broader placemaking, sustainability, and economic development goals
 - Providing a flexible regulatory framework that allows for innovative redevelopment projects while maintaining compatibility with existing residential neighborhoods, including single-family homes

- **Applies To:**
 - All zoning districts can be included as deemed necessary
 - All zoning districts: residential, commercial, mixed-use, arts, culture and civic

- **Key Standards:**
 - Supports a flexible mix of uses that promote walkability, arts and culture, diverse housing, and economic revitalization in historic Downtown.
 - Serves as an interim zoning district and pilot tool during the City’s zoning ordinance and map modernization process.

- **Applicable Areas:**
 - All areas currently identified as the Downtown Duncanville District.
 - The area identified as South Main Street at the intersection of Wheatland Road, North along South Main Street to Davis Street, West to Peach Street, East to Hastings Street.
 - A parcel owner may make application to City Council to be considered as part of the DCMU District Overlay.



OVERLAY DISTRICT DOWNTOWN CULTURAL MIXED-USE OVERLAY

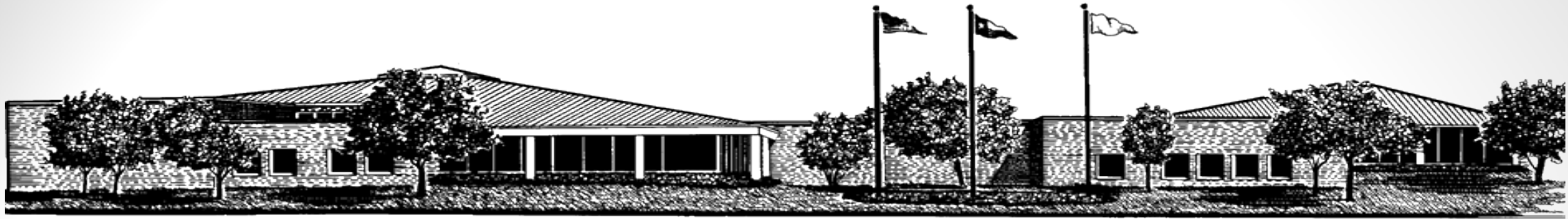
Example:
Hempstead Downtown
Hempstead, NY



ZONING ORDINANCE UPDATE

- **Purpose:**
 - To modernize outdated regulations and ensure the zoning framework supports the comprehensive plan
 - To clean up discrepancies and create clearer zoning policies for residents, developers, and staff
- **Applies To:**
 - All current codes in the zoning ordinance
- **Proposed Strategy:**
 - Hire a consultant to complete the full zoning code rewrite
 - This would allow us to have more support from the ordinance to enforce the City's vision
 - Estimated completion time average 18 months
- **Funding:**
 - Estimated cost between \$250K and \$300K
 - Funding spread between 2 years
 - Funding initially by EDC





PUBLIC WORKS DEPARTMENT CODE ENFORCEMENT

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

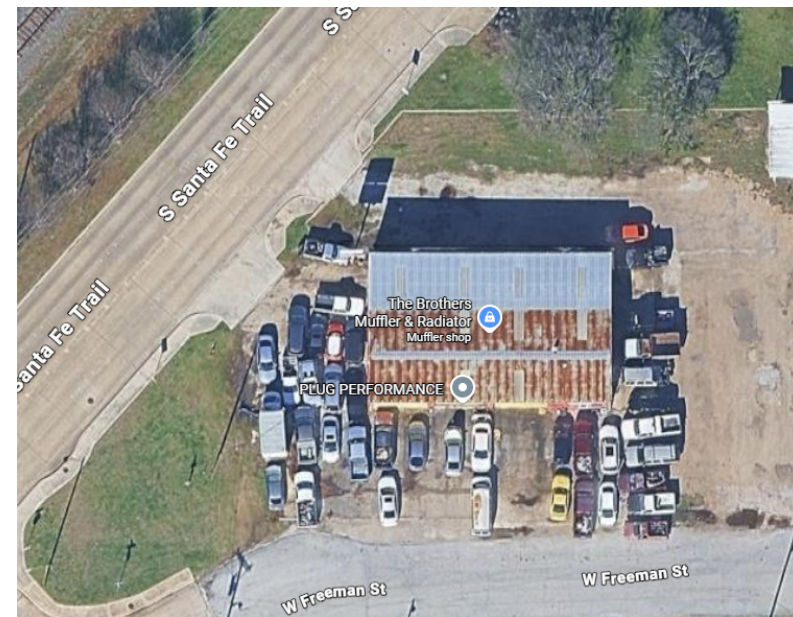
AUTOMOTIVE REPAIR

- **Purpose:**
 - The purpose of this policy is to prevent the storage of junk and inoperable vehicles, protect public health and safety, and maintain community standards within our neighborhoods.
- **Applies To:**
 - All Vehicles: cars, trailers, boats, RVs, etc.
 - All zoning districts: residential, commercial, industrial, mixed use
- **Key Revisions:**
 - Licensing & Records
 - Customer Notice
 - Junk Vehicle Controls (New)
 - Clarified Exemptions
 - Enforcement Streamlined
- **Benefits to the City:**
 - Targets real problems: junk vehicles & public view issues
 - Eases staff workload
 - Reduces burden on compliant businesses
 - Aligns with best practices from peer cities



AUTO RESTORATION

- **Purpose:**
 - To prevent the prolonged outdoor storage of junk and inoperable vehicles, uphold community standards, ensure transparency for customers, and reduce the need for staff-intensive business audits.
- **Applies To:**
 - All Vehicles: cars, trailers, boats, RVs, etc.
 - All zoning districts: residential, commercial, industrial, mixed use
- **Key Revisions:**
 - Annual Registration Only
 - Vehicle Storage Limits
 - Complaint-Driven Record Keeping
 - Customer Disclosures Required
 - Signage
 - Prohibited Practices Upheld
- **Benefits to the City:**
 - Maintains consumer protections & community aesthetics
 - Reduces administrative burden on staff
 - Aligns with best practices from similar cities
 - Complaint- and visibility-based enforcement is more efficient



SALVAGE & RECLAMATION

- **Purpose:**
 - The purpose of this policy is to regulate salvage and reclamation activities in order to prevent uncontrolled vehicle and scrap storage, protect neighborhood character and zoning integrity, and reduce staff workload associated with routine compliance audits.
- **Applies To:**
 - All Vehicles: cars, trailers, boats, RVs, etc.
 - All zoning districts: residential, commercial, industrial, mixed use
- **Key Revisions:**
 - Annual Registration Only
 - Zoning Protections
 - Vehicle Storage Limits
 - Prohibited Practices
 - Recordkeeping
 - Simplified Enforcement
- **Benefits to the City:**
 - Maintains strong zoning & nuisance controls
 - Eliminates labor-intensive audits
 - Ensures enforcement is visible, targeted, and complaint-driven
 - Balances regulatory goals with reduced administrative burden



PARKING ON UNIMPROVED SURFACES

- **Purpose:**

- To preserve community standards and property values, prevent drainage issues and neighborhood blight, and ensure parking remains orderly and visually appropriate.

- **Applies To:**

- All Vehicles: cars, trailers, boats, RVs, etc.
- All zoning districts: residential, commercial, industrial, mixed use

- **Key Standards:**

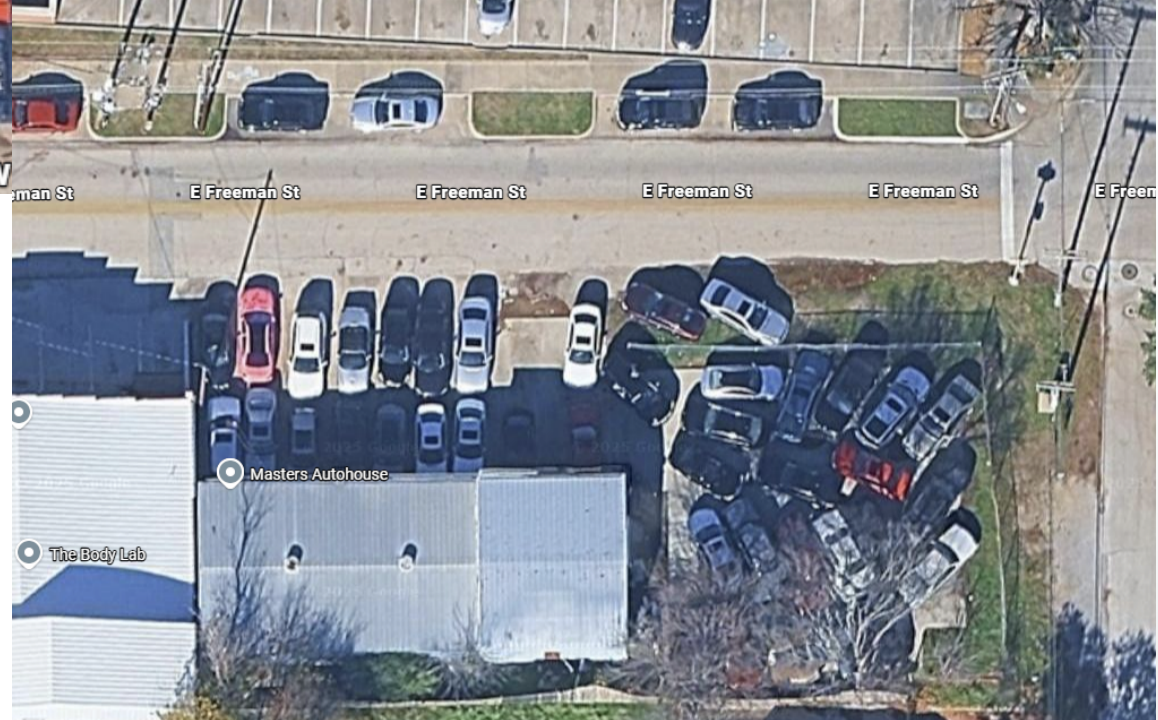
- No parking or storage on unimproved surfaces
- No vacant or unoccupied vehicular storage to exceed 60 days
- No parking or storage on vacant and unoccupied lots that does not have an active Certificate of Occupancy relating to vehicular use.
- Establish clear, easily visible enforcement criteria that protect neighborhood quality and drainage while avoiding ongoing audits or complex administrative oversight.

- **Applicable Areas:**

- MF-21 (Multi-Family Residential 21)
- MF-14 (Multi-Family Residential 14)
- TF-7 (Duplex-Residential District 7)
- LOR (Local Office Retail District)
- GOR (General Office Retail District)
- I (Industrial District)
- PD (Planned Development District)
- NOR (Neighborhood Office District)
- C (Commercial District)



PARKING SURFACE



Thank You!
Any questions?





STAFF REPORT

MEETING: City Council - February 17, 2026

TITLE:

Briefing on On Duty Health

Vision Statement:

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

Pillar:

Re-Imagine: High Quality of Life

STAFF RESPONSIBLE:

Ron Wilcots

BACKGROUND/HISTORY:

The department is implementing mandatory annual medical assessments for sworn personnel. These assessments must be law-enforcement-specific, reliable, and conducted by providers experienced in police occupational health.

Yearly cost breakdown:

Fiscal Year 2025-2026	\$38,308.00
Fiscal Year 2026-2027	\$42,861.00
Fiscal Year 2027-2028	\$45,004.05
Fiscal Year 2028-2029	\$47,254.25
Fiscal Year 2029-2030	\$49,616.97
Total	\$223,044.27
Overture Expense	\$ 2,512.00
Contingency Amount	\$225,556.27

The Police Department forecasts the costs at full staffing of 65 sworn officers with a potential 5% increase in costs each year. The contingency amount is to include any

future approved sworn positions.

POLICY EXPLANATION:

On Duty Health provides medical assessments designed specifically for police officers; no general medical provider offers an equivalent law-enforcement wellness model. They are the only known local vendor able to conduct full annual assessments on-site, minimizing disruption to staff. Their reporting and readiness system is proprietary and built exclusively for first responders. A review of regional occupational-health providers found no alternative vendor that can deliver this combination of police-specific exams, on-site service, and consolidated reporting.

FUNDING SOURCE:

ORG and Object Number

01055100-700450

Available Budget	Purchase Amount	After Encumber
\$37,737.00	\$37,737.00	N/A

ACTION ALTERNATIVES:

ATTACHMENTS:

On Duty Health-Contract



POLICE DEPARTMENT MEMORANDUM

TO: Chief Matt Stogner *MS*
City Manager Richard Abernethy

FROM: Assistant Chief Ron Wilcots *RW*

SUBJECT: Sole Source Justification – Contract with On Duty Health

DATE: November 14, 2025

Purpose

This memo requests approval to enter a **sole-source contract** with **On Duty Health** for annual police medical assessments.

Background

The department is implementing mandatory annual assessments for sworn personnel. These assessments must be law-enforcement-specific, reliable, and conducted by providers experienced in police occupational health.

Sole Source Justification

1. **Specialized Services** – On Duty Health provides medical assessments designed specifically for police officers; no general medical provider offers an equivalent law-enforcement wellness model.
 2. **On-Site Capability** – They are the only known local vendor able to conduct full annual assessments **on-site**, minimizing disruption to staffing.
 3. **Unique First-Responder Platform** – Their reporting and readiness system is proprietary and built exclusively for first responders.
 4. **No Comparable Vendors Identified** – A review of regional occupational-health providers found no alternative vendor that can deliver this combination of police-specific exams, on-site service, and consolidated reporting.
-

Recommendation

Due to the unique and specialized nature of On Duty Health's services, competitive bidding would not yield an equivalent provider. Approval is recommended to proceed with a sole-source contract.

ESTIMATE

On Duty Health, PLLC
1752 E Lugonia Ave, STE 117-4949
Redlands, CA 92373

billing@onduty.health
+1 (512) 655-3578
www.onduty.health



Bill to
Duncanville, TX Police Department

Ship to
Duncanville, TX Police Department

Estimate details

Estimate no.: 1230
Estimate date: 03/31/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		"Silver Package" Health & Fitness Assessment	<p>Labs & Urinalysis: Urinalysis, Complete Blood Count, Complete Metabolic Panel , Lipid Panel with LDL/HDL Ratio, A1C, Thyroid Stimulating Hormone , Prostate Specific Antigen (male patients 40 and over), FIT Fecal Occult Screening Kit (patients 40 and over)</p> <p>Full Physical: Comprehensive Physical with Health History & Vitals, Titmus V2 Advanced Vision Testing , Audiometry Testing , Skin Cancer Assessment , Behavioral Health Assessment , Review of Results w/ Personalized Health Plan</p> <p>Cardiopulmonary Screening & Fitness Assessment Cardiopulmonary Exercise Testing (CPET, consisting of 12-lead EKG treadmill/stepmill stress test run to maximal volition utilizing WFI protocol, Blood Pressure readings, and TRUE VO2 Max Testing), Pulmonary Function Testing (Spirometry), Metabolic Analysis w/ Body Composition , Muscular Endurance, Strength and Flexibility Evaluation, Cardiology followup interpretation for irregular results, if indicated</p> <p>Ultrasound Cancer Screening: Ultrasound imaging of the carotid arteries, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder,</p>	57	\$599.00	\$34,143.00

pelvic (women), testicular and prostate
(men) , Radiology followup
interpretation for irregular results, if
indicated

2.	On Site Phlebotomy	Sending phlebotomist on-site to perform draws and urinalysis	57	\$29.00	\$1,653.00
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Total					\$35,796.00
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Accepted date

Accepted by



MASTER TERMS AND CONDITIONS

These Master Terms and Conditions (“MTC”) govern all use of the Services from On Duty Health (“Company”) by the “Customer”, as defined in the Proposal/Purchase Order (collectively the “Parties” and individually a “Party”).

1. Services. The Company shall provide the Customer’s employees with certain services (“Services”). Services consist of those listed in the “Estimate” or “Proposal.”
2. Employee List & Schedule. At least six (6) weeks before the Company performs the Services, the Customer shall provide the Company with a list of all employees that will receive the Services (based off of the “Roster Template” provided by the Company). At least two (2) weeks before the Company performs the Services, the Customer shall provide the Company with a Schedule of which Employees will be seen at what date and time (based off of the “Schedule Template” provided by the Company).
3. Modification and Cancellation of Proposal/Estimate. The Customer may cancel or modify the expected number of patients to be seen, in whole or in part, without penalty prior to **six (6) weeks out from the date set for receiving the Services** (Assessments Start Date). **After this point, the Customer may not modify or cancel the expected number of patients to be seen** (numbers may be increased if needed, but not decreased), **and shall be responsible for the fees for all Services described in the Proposal/Estimate**. If Customer has an Employee(s) who will miss the assessments due to sickness or other reasons, the Customer will hold a “credit” for that Employee, and may work with Company to schedule them for their assessments at another time and place. This credit will remain valid for two hundred (200) days from the start date of the current series of assessments.
4. Fee. The Customer shall pay the Company the fee set forth in the Proposal/Purchase Order for each Fitness Assessment. The Customer shall remit payment to the Company for all Services within thirty (30) days of receipt of the invoice. A 2% late fee charge will be assessed after 30 days, and for each month thereafter that the payment is delayed.
5. Equipment. The Company agrees to provide all equipment and supplies necessary for the assessments, **EXCEPT for a treadmill**. The Customer agrees to provide a properly functioning treadmill (with variable speed and variable incline) and adequate space for the assessments to be conducted.
6. Tardiness. All patients are encouraged to arrive for their appointed/assigned time slot at least 15 minutes prior to their start time, WITH all patient intake (online check-in) information filled out. Patients who arrive for their appointment later than 15 minutes after their start time will be turned away and urged to re-schedule (unless they were tardy due to a call....at On Duty Health, we respect the call). As is the case with any medical practice, it is important for us to keep our schedule running on time. If a patient is going to be tardy, please substitute another patient from later in the schedule if possible. If you need assistance with scheduling, please call our office at 512-655-3578.
7. Location Reciprocity. The Customer agrees to allow a small number of members from other departments, if any, to be seen on their premises. This allows for make-up physicals if a member missed at a nearby department, return to duty or new hire physicals. As such, other nearby departments will be granting such reciprocity to The Customer.

8. Expected Price Increases. The pricing listed in the proposal is valid for one (1) year from the date listed on the cover sheet. Due to inflation, please expect a ~5% price increase each year (as per the Medical Price Index average), unless signing a multiyear contract.

9. Limitation of Liability. EXCEPT AS PROHIBITED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (UNLESS WITHOUT LIMITATION NEGLIGENCE), WARRANTY, GUARANTEE OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHER, EXCEPT AS PROHIBITED BY LAW, THE CUMULATIVE, AGGREGATE LIABILITY OF COMPANY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THIS AGREEMENT) TO THE CUSTOMER AND ANY OTHER THIRD PARTIES FOR ALL CLAIMS, LIABILITIES AND DAMAGES ARISING OUT OF OR RELATING TO THIS MTC, WHETHER IN CONTRACT OR TORT OR BY WAY OF INDEMNITY OR OTHERWISE, SHALL NOT EXCEED: THE FEES PAID BY THE CUSTOMER TO THE COMPANY FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE BREACH FOR WHICH THE DAMAGES ARE CLAIMED.

10. Notice. All notices hereunder must be in writing to the other Party. If to the Company, the notice shall be sent to:

Greg Batla, CEO
2028 E Ben White Blvd, STE 240-4949
Austin, TX 78741
greg@onduty.health

11. Amendments. No amendment to, modification of, or termination of this MTC will be effective unless it is in writing and signed by the Parties.

12. Force Majeure. The Company shall not be liable or responsible to the Customer, nor be deemed to have defaulted or breached this MTC, for any failure or delay in fulfilling or performing any term of this MTC when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage.

13. Agreement. In signing below, you agree to the entirety of terms and conditions set forth in this Master Terms And Conditions agreement.

SIGNATURES:

City/Department/Organization:

On Duty Health:

Name (Printed) _____

Name (Printed) _____

Signature _____

Signature _____

Date _____

Date _____



**Keeping Public Safety
Employees Healthy &
Fit For Service**





**Keeping Public Safety
Employees Healthy &
Fit For Service**

▶ **Comprehensive On-Site Health & Fitness Assessments for Public Safety Employees**

- **Comprehensive Labs & Urinalysis**
- **Full Physical Assessment with Vision & Hearing**
- **Cardiopulmonary Exercise Stress Testing w/ TRUE VO2 Max Testing**
- **Muscular Strength & Endurance Analysis**
- **Full Body Ultrasound Cancer Screening**
- **Behavioral Health Assessment**
- **Health Coaching**

Dear Public Safety Employee:

On Duty Health is a mobile Occupational Health company specifically specialized in First Responder Health. We take very seriously the high calling that it is to serve this critical population. And we're confident that we'll provide you with expert health assessments as well as excellent customer service.

We offer a comprehensive health and fitness assessment, at your department. This includes a full body ultrasound screening, comprehensive labs, Cardiopulmonary Exercise Testing (CPET- EKG stress testing with TRUE VO2 Max testing), vision and audiometry testing, muscular strength and endurance testing, in-depth behavioral health assessment, and more.

Our medical record system is fully electronic, meaning that each of your Public Safety Employees will always have a secure online portal through which they can track their health results year to year.

We also offer continuing services such as return-to-duty assessments, new hire assessments, health education seminars, behavioral health support, nutrition counseling and fitness training. Consider us your one-stop-shop for all your first responder health needs.

Our Co-owner and Chief Operating Officer is a recently retired Fire Chief with 29 years in the industry, bringing a first responder-tailored experience and perspective to everything we do. We practice evidence-based medicine, following current peer-reviewed research, offering novel cancer screening tools such as the Galleri Multi-Cancer Detection Blood Test and Low Dose CT. Our physicians are board certified in cardiology, radiology, dermatology, general and preventative medicine. And our team of Physician Assistants, Nurse Practitioners, Ultrasound Technicians, Exercise Physiologists, Counselors, Nutritionists, Personal Trainers and Phlebotomists are all specifically trained in first responder occupational health.

Again, thank you for your request. I'm hopeful that we'll be working together soon to help keep your team healthy and fit for service. And please don't hesitate to call or email us if you have any questions.



Warm regards,

A handwritten signature in black ink that reads "Kristin Batla".

Kristin Batla, DMSc, PA-C
Chief Medical Officer, Co-owner
On Duty Health

Highlights

- Comprehensive Health & Fitness Assessments at Your Department
- Full body ultrasound screening, including Radiology followup for abnormal findings
- CPET - Cardiopulmonary Exercise Testing (Maximal 12-lead EKG treadmill stress test (WFI protocol), including Cardiology followup for abnormal findings)
- TRUE VO2 Max testing
- Comprehensive labs and urinalysis
- Vision and audiometry testing
- Muscular strength and endurance testing
- In-depth behavioral health assessments
- Department-wide Health Dashboards
- Return-to-duty assessments
- New hire assessments
- Health education seminars
- Behavioral health support
- Nutrition counseling
- Fitness training
- Conducting, participating in, and incorporating the latest research in first responder health



Company Profile

On Duty Health is a physician, firefighter and female-owned, customer-service-centered healthcare company specifically specialized in mobile first responder health. We serve over 9,000 first responders in 135 agencies across 5 states with our comprehensive annual health and fitness assessments.

This company was founded specifically to improve health outcomes for first responders; a highly at-risk population. These risks include:

- **Elevated Risk for Cancers**
- **Cardiac Deaths on Duty**
- **Behavioral Health Issues**

Public Safety Employees already have an extremely dangerous job. The above issues only increase that danger. Our system has been designed to identify life threatening, yet treatable issues early so a Public Safety Employee may have the best chance at not only surviving, but thriving well into retirement. We go well beyond traditional occupational medical exam standards by incorporating the latest research and knowledge in first responder-specific health concerns. And, we bring the best value for your taxpayer dollars by focusing on providing the most comprehensive option, for the best pricing; This includes providing our full physical assessment for every Public Safety Employee, every year, as well as providing for Radiology and Cardiology followups when indicated.

Health & Fitness Assessment

Description

Your Comprehensive Exam entails the following...

Labs & Urinalysis

- Urinalysis
- Complete Blood Count:
- Complete Metabolic Panel
- Lipid Panel with LDL/HDL Ratio
- A1C
- Thyroid Stimulating Hormone
- Prostate Specific Antigen (**male patients 40 and over**)
- FIT Fecal Occult Screening Kit (**patients 40 and over**)

Full Physical

- Comprehensive Physical with Health History & Vitals
- Titmus V2 Advanced Vision Testing
- Audiometry Testing
- Skin Cancer Assessment
- Behavioral Health Assessment
- Review of Results w/ Personalized Health Plan

Cardiopulmonary Screening & Fitness Assessment

- Cardiopulmonary Exercise Testing (CPET) consisting of 12-lead EKG treadmill/stepmill stress test run to maximal volition utilizing WFI protocol, Blood Pressure readings, and TRUE VO2 Max Testing)
 - Pulmonary Function Testing (Spirometry)
 - Metabolic Analysis w/ Body Composition
 - Muscular Endurance, Strength and Flexibility Evaluation
 - Cardiology followup interpretation for irregular results

Ultrasound Enhanced Cancer Screening

- Ultrasound imaging of the carotid arteries, aorta & aortic aneurysm, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), testicular and prostate (men)
 - Radiology followup interpretation for irregular results

What to Expect

Labs & Urinalysis

- Labs are conducted a few weeks prior to the physical, so results will be available for review with the provider. This is a FASTING draw, so we recommend fasting 8 hours prior to the draw. Water is ok.
- Typical labs include:
 - CBC with differential, RBC indices and morphology, and platelet count
 - Electrolytes (Na, K, Cl, HCO₃, or CO₂)
 - Renal function (BUN, creatinine)
 - Glucose A1C
 - Liver function tests (ALT, AST, direct and indirect bilirubin, alk phos)
 - Total cholesterol, HDL, LDL, triglycerides
 - Thyroid Stimulating Hormone
 - Prostate Specific Antigen (male Public Safety Employees 40 and over)
 - FIT Fecal Occult Screening Kit for Colorectal Cancer Screening (Public Safety Employees 40 and over)

Physical Examination from Provider

- Vital signs
- Weight, height, temperature, pulse, and respiratory rate, and blood pressure (BP)
- Head, eyes, ears, nose, and throat (HEENT)
- Neck
- Cardiovascular
- Pulmonary
- Breast
- Gastrointestinal with digital rectal exam as clinically indicated
- Hernia
- Lymph nodes
- Neurological
- Musculoskeletal
- Skin (includes screening for cancers)
- Vision Testing (Titmus V2)
- Audiology Testing
- Behavioral Health Assessment
 - Includes PTSD (Post Traumatic Stress Disorder), PAR-Q (Depression), and CAGE AID (Substance Abuse) questionnaires answered on our portal during your online “check-in” prior to your physical. Then discussion with provider.
- Review of results including labs, elements from the above, and below elements
- Personalized health plan prescription

Fitness Testing with Exercise Physiologist

- **Mandatory Pre-Evaluation Procedure**
 - It is required that all members are medically cleared through a medical evaluation within 15 months prior to any fitness evaluation. Heart rate must be less than 110 bpm and blood pressure less than 160/100 mmHg at rest.
- **Body composition (body fat percentage)**
 - Circumferential measurements
 - Skinfold caliper measurements at gender specific locations:
 - Male: Triceps, Subscapular and Pectoral
 - Female: Triceps, Abdominal and Suprailiac
- **Muscular Strength/Power**
 - Grip strength evaluation using Jamar Hydraulic Hand dynamometer
- **Muscular Endurance**
 - (1) Static plank evaluation for 4 minutes, however test will be terminated if unable to maintain proper form after the 2nd warning.
 - (2) Push-up evaluation: 2-minute time limit to complete a maximum of 80 push-ups. Allow for alternate grip if history of hand wrist or shoulder injury.
- **Flexibility**
 - Sit-and-reach using trunk flexibility tester that compensates for variable arm and leg lengths.
- **Spirometry (Pulmonary function testing)**
 - Conducted annually:
 - forced vital capacity (FVC)
 - forced expiratory volume in 1 second (FEV₁)
 - absolute FEV₁/FVC ratio
 - Evaluator shall compare spirometry results obtained during yearly evaluations with baseline and subsequent test results. FEV₁ and FVC results shall be expressed as the absolute value (liters) and as percent predicted adjusted for gender, age, height, and ethnicity using NHANES III normative equations.
- **Electrocardiograms and Stress Testing**
 - 12-lead ECG Stress Testing to be conducted on Bicycle or Treadmill, conducted to maximal volition (a patient's maximum effort). ECG test only to be conducted after successful Framingham Calculation Screening.
 - WFI Protocol follows this section as a reference (for Treadmill testing), and Cycle Ergometer (bike) reference is also included.
 - Cardiology followup and report may be requested by provider, if indicated

- **Aerobic Capacity Test (VO₂ max)**
 - The Wellness-Fitness Initiative (WFI) Protocol for treadmill evaluation is used to assess aerobic capacity, at the same time as the Stress Test. Alternatively, a cycle ergometer (bike) may be used. This test will extended to the point of maximum effort, terminating at maximum volitional fatigue, which is consistent with the effort put forth in an arduous emergency situation unless there is a medical condition that warrants early, or sub-maximal termination.
 - Participants are fitted with a mouthpiece, two-way nonrebreathing valve, and a nose clip so that expired gases can be measured. Oxygen consumption is measured during the graded exercise test. An aerobic capacity of 45 ml/kg/min is the recommended minimum cardiorespiratory fitness standard, which is equivalent to ~12 METs (Metabolic Equivalent(s), which is defined as the amount of oxygen consumed while sitting at rest)
 - Grading:
 - At levels below 12 METs, an Public Safety Employee shall be counseled to improve his/her fitness.
 - At levels below 10 METs, participation in a prescribed aerobic fitness program shall be recommended.
 - *NON Fit For Duty Agency:* At levels at or below 8 METs, a prescribed aerobic fitness program shall be highly recommended
 - *FIT For Duty Agency:* At levels at or below 8 METs, a prescribed aerobic fitness program shall be required, and the authority having jurisdiction shall be advised to consider restriction from essential job tasks.

WFI Treadmill Evaluation Protocol

Time (min:sec)	Speed (mph)	Grade (%)
0:00 – 1:00	3.0	0
1:01 – 2:00	3.0	0
2:01 – 3:00	3.0	0
3:01 – 4:00	4.5	0
4:01 – 5:00	4.5	2
5:01 – 6:00	5.0	2
6:01 – 7:00	5.0	4
7:01 – 8:00	5.5	4
8:01 – 9:00	5.5	6
9:01 – 10:00	6.0	6
10:01 – 11:00	6.0	8
11:01 – 12:00	6.5	8
12:01 – 13:00	6.5	10
13:01 – 14:00	7.0	10
14:01 – 15:00	7.0	12
15:01 – 16:00	7.5	12
16:01 – 17:00	7.5	14
17:01 – 18:00	8.0	14
18:01 – 19:00	8.0	16
19:01 – 20:00	8.5	16

ODH Bike Protocols

Level 1 - Basic 20 Watts Increments				
Stage	Resistance (Watts)	Duration	Total	
	1	20	1:00	1:00
	2	40	1:00	2:00
	3	60	1:00	3:00
	4	80	1:00	4:00
	5	100	1:00	5:00
	6	120	1:00	6:00
	7	140	1:00	7:00
	8	160	1:00	8:00
	9	180	1:00	9:00
	10	200	1:00	10:00
	11	220	1:00	11:00
	12	240	1:00	12:00
	13	260	1:00	13:00
	14	280	1:00	14:00
	15	300	1:00	15:00
	16	320	1:00	16:00
	17	340	1:00	17:00

Please keep in mind patients should maintain a 60-80 RPM throughout the entire test roughly, if the patient fails to maintain RPM after 60 seconds, end the test.

Allow patients to cool down at a lower resistance on the bike, or walking in the room during post ekg collection

Level 2 - Average 25 Watts Increments				
Stage	Resistance (Watts)	Duration	Total	
	1	50	1:00	1:00
	2	75	1:00	2:00
	3	100	1:00	3:00
	4	125	1:00	4:00
	5	150	1:00	5:00
	6	175	1:00	6:00
	7	200	1:00	7:00
	8	225	1:00	8:00
	9	250	1:00	9:00
	10	275	1:00	10:00
	11	300	1:00	11:00
	12	325	1:00	12:00
	13	350	1:00	13:00
	14	375	1:00	14:00
	15	400	1:00	15:00
	16	425	1:00	16:00
	17	450	1:00	17:00

BP's should be taken every 2-3 min if applicable.

Level 3 - Advanced 30 Watt Increments				
Stage	Resistance (Watts)	Duration	Total	
	1	50	1:00	1:00
	2	80	1:00	2:00
	3	110	1:00	3:00
	4	140	1:00	4:00
	5	170	1:00	5:00
	6	200	1:00	6:00
	7	230	1:00	7:00
	8	260	1:00	8:00
	9	290	1:00	9:00
	10	320	1:00	10:00
	11	350	1:00	11:00
	12	380	1:00	12:00
	13	410	1:00	13:00
	14	440	1:00	14:00
	15	470	1:00	15:00
	16	500	1:00	16:00
	17	530	1:00	17:00

Ultrasound Enhanced Cancer Screening

- An Ultrasound Technician (Sonographer) shall conduct a screening (non-diagnostic) ultrasound
- In consultation with Provider, Ultrasound Technician may submit abnormal findings to Radiologist for report, if indicated
- Ultrasound will consist of the following:
 - Ultrasound imaging of the carotid arteries, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), testicular and prostate (men)
- Please note: Ultrasound is a safe way (non-radioactive) to conduct a cancer screening in a mobile setting. Though it can detect many anomalies/issues, it is not 100% certain to catch every issue. It is not to take place of regular, age-based screenings recommended by Primary Care, such as annual mammography, colonoscopies, etc. The ultrasound may also produce false positives, though rare.

Logging In

- You will receive an email invitation to sign up/log in to our online medical portal. Completion of this task is **required** prior to being seen by any of our providers. Please follow the instructions from the YourHealthFile email (sent from HFAlerts@nextgen.com) in order to complete Portal Registration (if you cannot locate the Registration e-mail, please check all SPAM and Trash folders). Activation of your portal must take place within 3 days of receiving the invite, otherwise, your invite will expire due to HIPAA constraints.
- If you have any issues logging in, please email our office at office@onduty.health, or call us at 512-655-3578.
- You will receive a number of instructional emails from us prior to the exam to help you prepare

Day of Exam

- Your vision will be tested, so bring corrective lenses (glasses/contacts) if applicable.
- We kindly ask that you bring your own towel for draping and gel cleanup for your Ultrasound, as this measure helps decrease our usage of non-reusable supplies.
- It is advised to eat/drink lightly (nuts, oatmeal, bread no butter, canned fruit/vegetables, clear juices, Gatorade, water, black coffee or tea no cream) during the 6 hours prior to your appointment for maximal visualization of the gallbladder via Ultrasound.
- CAUTION TO DIABETICS: Please be mindful of your insulin levels and use appropriate judgment, prioritizing your Physicals early in the day so that you may resume regular eating and drinking.
- Your cardio-pulmonary fitness will be assessed with simultaneous stress testing and VO₂ Max measurements. Participation in this will require you to run on a treadmill or ride a bicycle for a period of time, so please wear appropriate athletic attire.

- Patients age 40 and above must have fasting bloodwork (CMP & Lipid Panel) completed at least 3 days prior to assessment, or will not be permitted to undergo stress testing (as a risk assessment cannot be conducted without it).

Contact

512.655.3578
info@onduty.health

Texas:
2028 E Ben White Blvd, STE 240-4949
Austin, TX 78741

California:
1752 E Lugonia Ave, STE 117-4949
Redlands, CA 92374

www.onduty.health



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STAFF REPORT

MEETING: City Council - February 17, 2026

TITLE:

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

Vision Statement:

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

Pillar:

Resilient Economic Development

STAFF RESPONSIBLE:

Marlon Goff

BACKGROUND/HISTORY:

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

POLICY EXPLANATION:

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FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

Purchase Amount

After Encumber

N/A

N/A

N/A

ACTION ALTERNATIVES:

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

ATTACHMENTS:

None



STAFF REPORT

MEETING: City Council - February 17, 2026

TITLE:

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

Vision Statement:

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

Pillar:

STAFF RESPONSIBLE:

Robert Hager, City Attorney

BACKGROUND/HISTORY:

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FUNDING SOURCE:

N/A

ACTION ALTERNATIVES:

ATTACHMENTS:
None



STAFF REPORT

MEETING: City Council - February 17, 2026

TITLE:

Receive a presentation on the Quarterly Investment Report as of December 31, 2025.

Vision Statement:

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

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Richard Jackson

BACKGROUND/HISTORY:

The investment balance, the total market value, as of September 30, 2025, was \$76,619,263, with an ending balance, as of December 31, 2025, of \$82,398,399. The portfolio increased by \$5,779,136, or 7.5% in the first quarter of FY 2026. The largest investment category includes Money Market Accounts/Funds and Investment Pools.

The average yield is 3.78%. The second-largest investment category is CDs, with an average yield of 4.14%. Overall, the average yield is 3.86%. Year-to-date interest earned across all investments is \$768,109.

POLICY EXPLANATION:

PFIA (Public Funds Investment Act) recommends quarterly investment reports are provided to the governing body. This report will cover the Fiscal Year 2025's first quarter investment activity and interest earnings. The City of Duncanville Investment Report will cover beginning and ending investment balances and summarize investment activity from October 2025 through December 2025. All investments must comply with the PFIA requirements and guidelines.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget
N/A

Purchase Amount
N/A

After Encumber
N/A

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Investment Report as of December 31, 2025



QUARTERLY INVESTMENT REPORT

For the Quarter Ended

December 31, 2025

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the City of Duncanville is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

A blue ink signature of Richard Jackson, written in a cursive style.

Richard Jackson, Managing Director of Fiscal Services/CFO

A blue ink signature of Tia Pettis, written in a cursive style.

Tia Pettis, Assistant Director of Fiscal Services

Disclaimer: These reports were compiled using information provided by the City of Duncanville. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields, and do not account for investment advisor fees.

Strategy Summary

Quarter End Results by Investment Category:

Asset Type	September 30, 2025		December 31, 2025		
	Book Value	Market Value	Book Value	Market Value	Ave. Yield
DDA	\$ 27,286	\$ 27,286	\$ 26,102	\$ 26,102	0.00%
MMA/MMF/LGIPs	55,236,992	55,236,992	62,989,869	62,989,869	3.78%
CDs	21,354,985	21,354,985	19,382,427	19,382,427	4.14%
Totals	\$ 76,619,263	\$ 76,619,263	\$ 82,398,399	\$ 82,398,399	3.86%

Current Quarter Weighted Average Yield (1)

Total Portfolio	3.86%
Rolling Three Month Treasury	3.85%
Rolling Six Month Treasury	3.89%
TexPool	3.83%

Fiscal Year-to-Date Weighted Average Yield (2)

Total Portfolio	3.86%
Rolling Three Month Treasury	3.85%
Rolling Six Month Treasury	3.89%
Average Monthly TexPool	3.99%

Interest Earnings (Approximate)

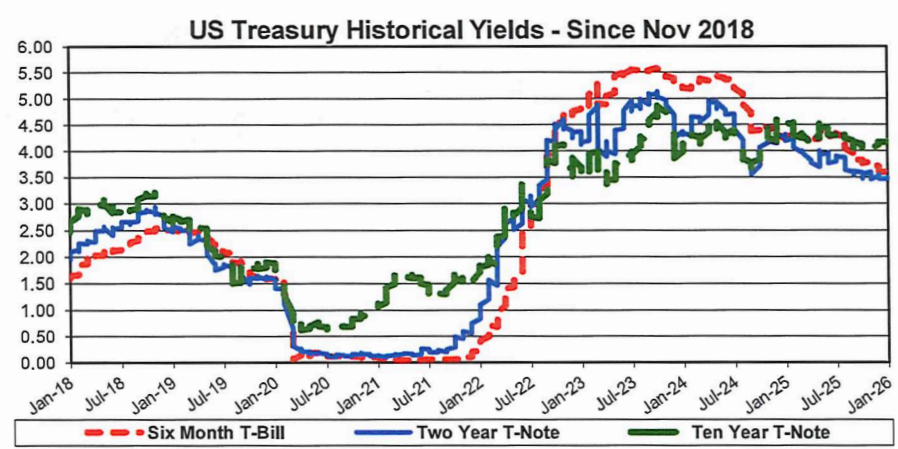
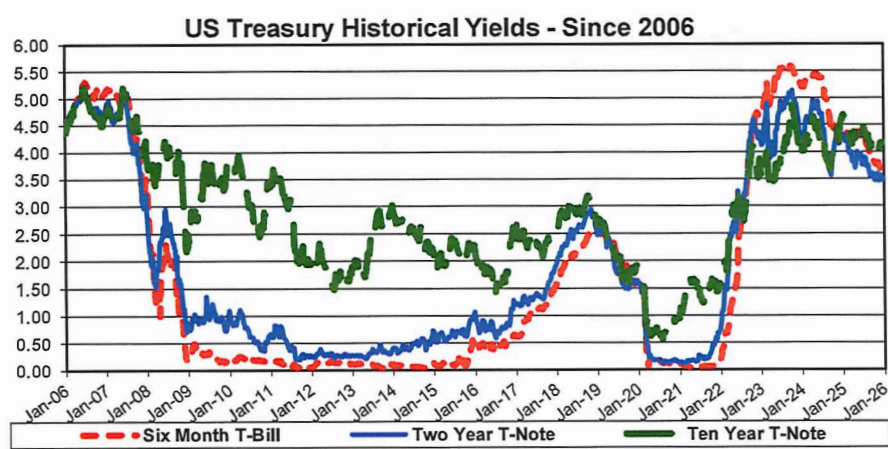
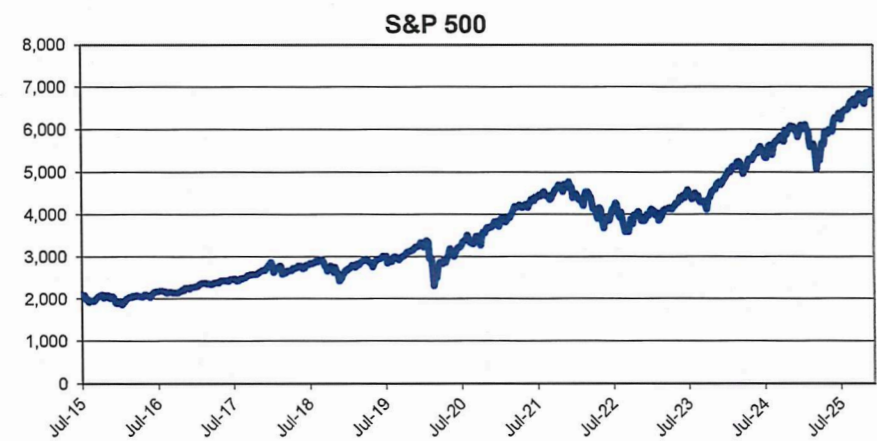
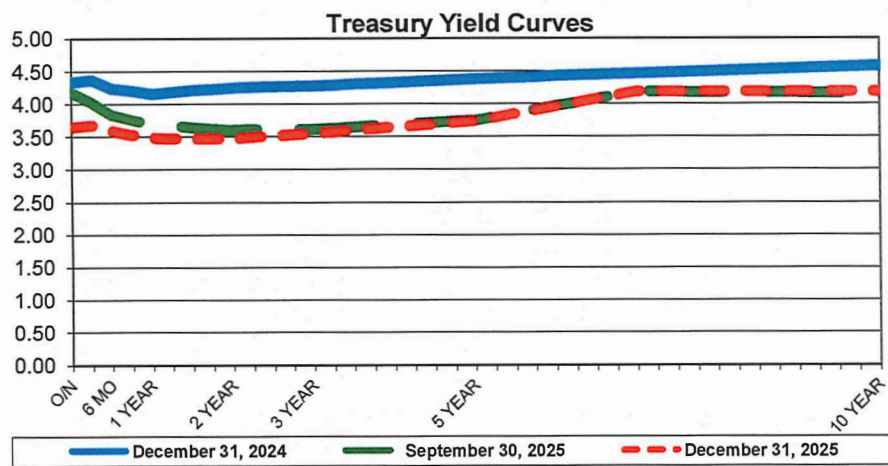
Quarterly Interest Income	\$ 768,109
Year-to-date Interest Income	\$ 768,109

(1) **Current Quarter Weighted Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees. The yield for the reporting month is used for bank and money market balances.

(2) **Fiscal Year-to-Date Weighted Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Economic Overview

The Federal Open Market Committee (FOMC) cut the Fed Funds target again 12/10 to 3.50% - 3.75% (Effective Fed Funds trade +/-3.64%). Additional rate cuts during 2026 are uncertain, but could include one spring and one fall. December Non-Farm Payroll only added 50k (slightly below 60k expectation). 2025 averaged 49k per month. The S&P 500 Stock Index almost reached 7,000. The yield curve dips between 1 and 2 years rising thereafter. Crude Oil held steady below \$60. Inflation continues above the FOMC 2% target (Core PCE +/-2.8% September). The Markets have had muted reactions to uncertain economic and political events.



Investment Holdings
December 31, 2025



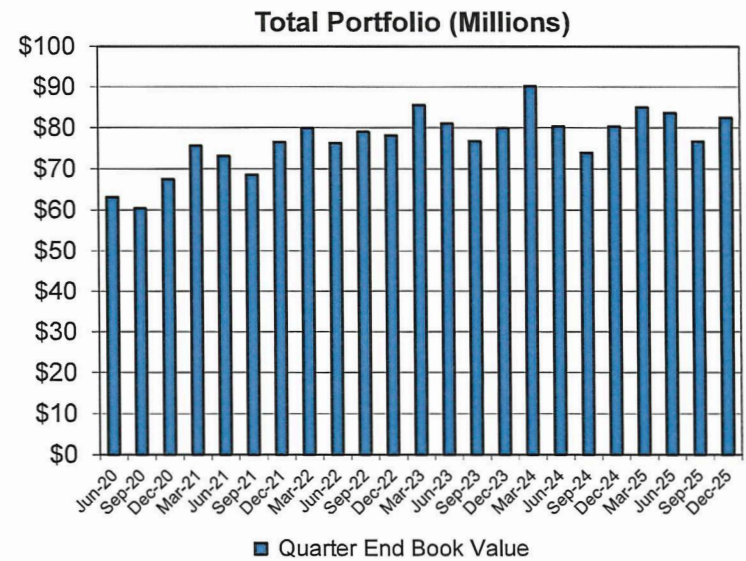
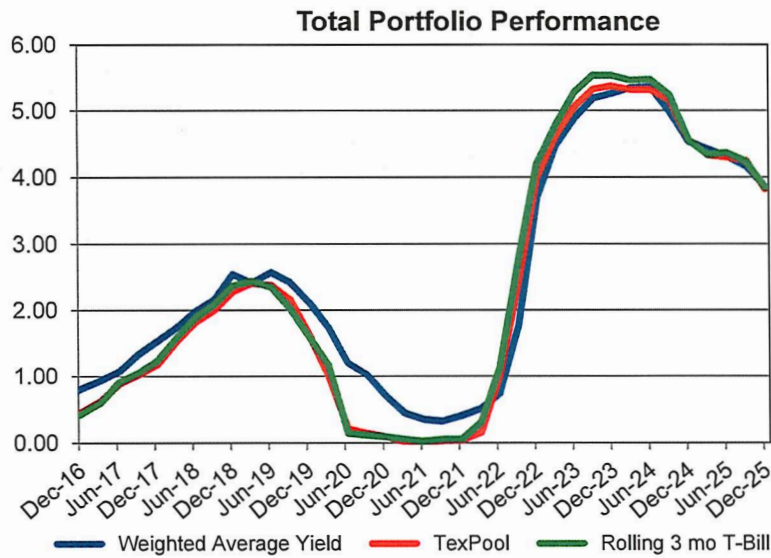
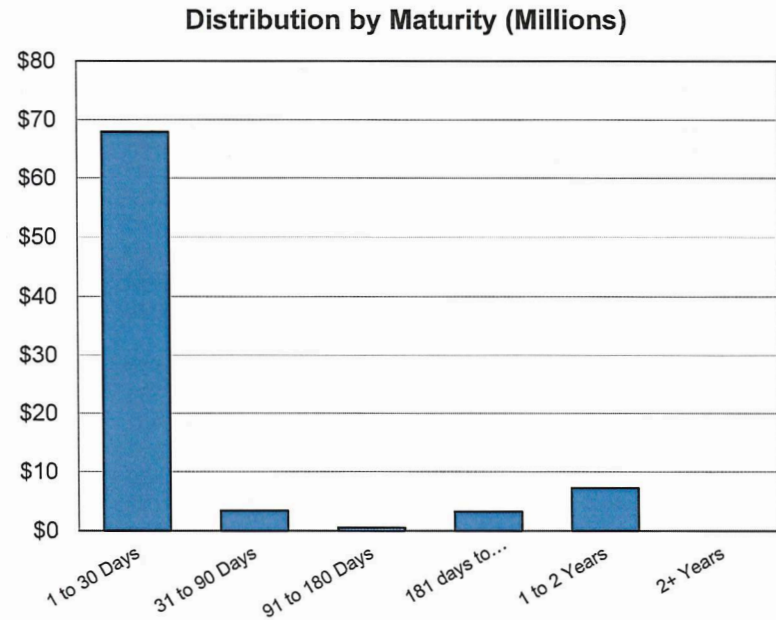
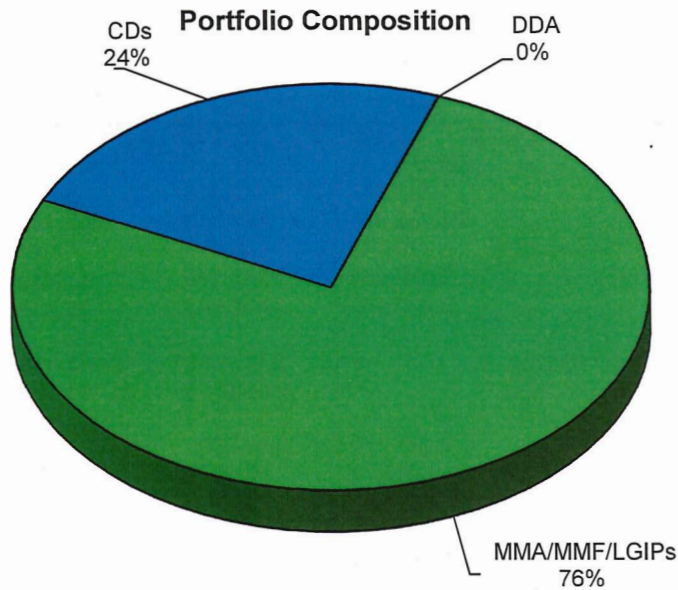
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Wells Fargo Bank DDA (3)		0.00%	01/01/26	12/31/25	\$ 26,102	\$ 26,102	1.00	\$ 26,102	1	0.00%
Allspring Gov't MMF-WF Sweep Acc't (4)	AAA/Aaa-mf	3.68%	01/01/26	12/31/25	29,285,096	29,285,096	1.00	29,285,096	1	3.68%
Origin Bank MMA		2.82%	01/01/26	12/31/25	1,123,638	1,123,638	1.00	1,123,638	1	2.82%
NexBank IntraFi MMA		3.90%	01/01/26	12/31/25	27,733,405	27,733,405	1.00	27,733,405	1	3.90%
Prosperity Bank MMA		0.63%	01/01/26	12/31/25	10,448	10,448	1.00	10,448	1	0.63%
TexPool	AAAm	3.83%	01/01/26	12/31/25	1,399,096	1,399,096	1.00	1,399,096	1	3.83%
LOGIC LGIP	AAAm	3.95%	01/01/26	12/31/25	3,438,187	3,438,187	1.00	3,438,187	1	3.95%
East West Bank CD		4.28%	01/09/26	01/09/25	2,191,110	2,191,110	100.00	2,191,110	9	4.37%
East West Bank CD		4.05%	01/15/26	04/15/25	574,972	574,972	100.00	574,972	15	4.13%
East West Bank CD		4.05%	01/22/26	04/22/25	514,334	514,334	100.00	514,334	22	4.13%
Texas Bank & Trust CD		4.18%	01/24/26	04/24/25	1,634,000	1,634,000	100.00	1,634,000	24	4.20%
East West Bank CD		4.21%	02/06/26	05/06/25	2,342,684	2,342,684	100.00	2,342,684	37	4.30%
American Nat'l Bank & Trust CDARS		4.56%	02/12/26	08/14/24	1,063,925	1,063,925	100.00	1,063,925	43	4.67%
Harmony Bank CD		3.68%	04/07/26	04/07/25	555,208	555,208	100.00	555,208	97	3.73%
First Nat'l Bank ETX CDARS		4.57%	08/20/26	08/22/24	1,064,200	1,064,200	100.00	1,064,200	232	4.68%
American Nat'l Bank & Trust CDARS		3.90%	10/22/26	10/23/25	2,187,949	2,187,949	100.00	2,187,949	295	3.98%
American Nat'l Bank & Trust CDARS		4.10%	02/18/27	08/21/25	1,522,577	1,522,577	100.00	1,522,577	414	4.18%
American Nat'l Bank & Trust CDARS		3.95%	08/19/27	08/21/25	3,550,737	3,550,737	100.00	3,550,737	596	4.03%
American Nat'l Bank & Trust CDARS		3.56%	10/21/27	10/23/25	2,180,732	2,180,732	100.00	2,180,732	659	3.62%
					\$ 82,398,399	\$ 82,398,399		\$ 82,398,399	66	3.86%
									(1)	(2)

(1) **Weighted average life** - For purposes of calculating weighted average life, bank accounts and money market funds are assumed to have an one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts and money market funds.

(3) **Earnings Credit Rate** - Wells Fargo balances are used to to offset bank fees generating an estimated Earnings Credit Rate.

(4) **Sweep MMF** - Utilizes a SEC registered Allspring Global Money Market Mutual Fund focused on preserving capital and maintaining a high level of liquidity by actively managing a diversified portfolio of short-term U.S. government debt and repurchase agreements and seeks to maintain a stable net share value of \$1.000.



Book & Market Value Comparison



Issuer/Description	Yield	Maturity Date	Book Value 09/30/25	Increases	Decreases	Book Value 12/31/25	Market Value 09/30/25	Change in Market Value	Market Value 12/31/25
Wells Fargo Bank DDA	0.00%	01/01/26	\$ 27,286	\$ -	\$ (1,184)	\$ 26,102	\$ 27,286	\$ (1,184)	\$ 26,102
Allspring Gov't MMF-WF Sweep Acc't	3.68%	01/01/26	21,875,144	7,409,952	-	29,285,096	21,875,144	7,409,952	29,285,096
Origin Bank MMA	2.82%	01/01/26	1,115,418	8,219	-	1,123,638	1,115,418	8,219	1,123,638
NexBank IntraFi MMA	3.90%	01/01/26	27,447,919	285,486	-	27,733,405	27,447,919	285,486	27,733,405
Prosperity Bank MMA	0.63%	01/01/26	10,429	19	-	10,448	10,429	19	10,448
TexPool	3.83%	01/01/26	1,385,134	13,962	-	1,399,096	1,385,134	13,962	1,399,096
LOGIC LGIP	3.95%	01/01/26	3,402,948	35,239	-	3,438,187	3,402,948	35,239	3,438,187
East West Bank CD	4.21%	10/09/25	2,163,818	-	(2,163,818)	-	2,163,818	(2,163,818)	-
East West Bank CD	4.21%	10/09/25	2,169,563	-	(2,169,563)	-	2,169,563	(2,169,563)	-
East West Bank CD	4.31%	10/22/25	2,147,431	-	(2,147,431)	-	2,147,431	(2,147,431)	-
East West Bank CD	4.37%	01/09/26	2,167,601	23,509	-	2,191,110	2,167,601	23,509	2,191,110
East West Bank CD	4.13%	01/15/26	569,132	5,839	-	574,972	569,132	5,839	574,972
East West Bank CD	4.13%	01/22/26	509,110	5,223	-	514,334	509,110	5,223	514,334
Texas Bank & Trust CD	4.20%	01/24/26	1,634,000	-	-	1,634,000	1,634,000	-	1,634,000
East West Bank CD	4.30%	02/06/26	2,317,957	24,727	-	2,342,684	2,317,957	24,727	2,342,684
American Nat'l Bank & Trust CDARS	4.67%	02/12/26	1,051,767	12,158	-	1,063,925	1,051,767	12,158	1,063,925
Harmony Bank CD	3.73%	04/07/26	550,106	5,103	-	555,208	550,106	5,103	555,208
First Nat'l Bank ETX CDARS	4.68%	08/20/26	1,052,012	12,187	-	1,064,200	1,052,012	12,187	1,064,200
American Nat'l Bank & Trust CDARS	3.98%	10/22/26	-	2,187,949	-	2,187,949	-	2,187,949	2,187,949
American Nat'l Bank & Trust CDARS	4.18%	02/18/27	1,506,924	15,653	-	1,522,577	1,506,924	15,653	1,522,577
American Nat'l Bank & Trust CDARS	4.03%	08/19/27	3,515,563	35,174	-	3,550,737	3,515,563	35,174	3,550,737
American Nat'l Bank & Trust CDARS	3.62%	10/21/27	-	2,180,732	-	2,180,732	-	2,180,732	2,180,732
TOTAL/AVERAGE	3.86%		\$ 76,619,263	\$ 12,261,132	\$ (6,481,996)	\$ 82,398,399	\$ 76,619,263	\$ 5,779,136	\$ 82,398,399

Allocation
December 31, 2025
Book & Market Value



	Total	General	ARPA	Utility	Debt Service	Pooled Cash Investments	Economic Development	Capital Projects Construction
Wells Fargo Bank DDA	\$ 26,102	\$ 26,102	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Allspring Gov't MMF-WF Sweep Acc't	29,285,096	29,285,096	-	-	-	-	-	-
Origin Bank MMA	1,123,638	1,123,638	-	-	-	-	-	-
NexBank IntraFi MMA	27,733,405	18,480,376	-	-	-	-	-	9,253,029
Prosperity Bank MMA	10,448	2,414	7,229	805	-	-	-	-
TexPool LGIP	1,399,096	-	548,213	-	-	850,883	-	-
LOGIC LGIP	3,438,187	2,872,909	-	565,278	-	-	-	-
01/09/26-East West Bank CD	2,191,110	-	-	2,191,110	-	-	-	-
01/15/26-East West Bank CD	574,972	-	-	-	574,972	-	-	-
01/22/26-East West Bank CD	514,334	514,334	-	-	-	-	-	-
01/24/26-Texas Bank & Trust CD	1,634,000	-	-	-	-	-	1,634,000	-
02/06/26-East West Bank CD	2,342,684	2,342,684	-	-	-	-	-	-
02/12/26-American Nat'l Bank & Trust CDARS	1,063,925	-	-	-	-	-	-	1,063,925
04/07/26-Harmony Bank CD	555,208	-	-	-	-	-	555,208	-
08/20/26-First Nat'l Bank ETX CDARS	1,064,200	-	-	-	-	-	-	1,064,200
10/22/26-American Nat'l Bank & Trust CDARS	2,187,949	-	-	2,187,949	-	-	-	-
02/18/27-American Nat'l Bank & Trust CDARS	1,522,577	1,522,577	-	-	-	-	-	-
08/19/27-American Nat'l Bank & Trust CDARS	3,550,737	-	-	-	-	-	-	3,550,737
10/21/27-American Nat'l Bank & Trust CDARS	2,180,732	928,327	-	1,252,405	-	-	-	-
Total	\$ 82,398,399	\$ 57,098,455	\$ 555,442	\$ 6,197,547	\$ 574,972	\$ 850,883	\$ 2,189,208	\$ 14,931,891

Allocation
September 30, 2025
Book & Market Value



	Total	General	ARPA	Utility	Debt Service	Pooled Cash Investments	Economic Development	Capital Projects Construction
Wells Fargo Bank DDA	\$ 27,286	\$ 27,286	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Allspring Gov't MMF-WF Sweep Acc't	21,875,144	21,875,144	-	-	-	-	-	-
Origin Bank MMA	1,115,418	1,115,418	-	-	-	-	-	-
NexBank IntraFi MMA	27,447,919	18,290,140	-	-	-	-	-	9,157,779
Prosperity Bank MMA	10,429	2,410	7,216	803	-	-	-	-
TexPool LGIP	1,385,134	-	542,742	-	-	842,392	-	-
LOGIC LGIP	3,402,948	2,843,463	-	559,484	-	-	-	-
10/09/25-East West Bank CD	2,163,818	921,127	-	1,242,691	-	-	-	-
10/09/25-East West Bank CD	2,169,563	2,169,563	-	-	-	-	-	-
10/22/25-East West Bank CD	2,147,431	-	-	2,147,431	-	-	-	-
01/09/26-East West Bank CD	2,167,601	-	-	2,167,601	-	-	-	-
01/15/26-East West Bank CD	569,132	-	-	-	569,132	-	-	-
01/22/26-East West Bank CD	509,110	509,110	-	-	-	-	-	-
01/24/26-Texas Bank & Trust CD	1,634,000	-	-	-	-	-	1,634,000	-
02/06/26-East West Bank CD	2,317,957	2,317,957	-	-	-	-	-	-
02/12/26-American Nat'l Bank & Trust CDARS	1,051,767	-	-	-	-	-	-	1,051,767
04/07/26-Harmony Bank CD	550,106	-	-	-	-	-	550,106	-
08/20/26-First Nat'l Bank ETX CDARS	1,052,012	-	-	-	-	-	-	1,052,012
02/18/27-American Nat'l Bank & Trust CDARS	1,506,924	1,506,924	-	-	-	-	-	-
08/19/27-American Nat'l Bank & Trust CDARS	3,515,563	-	-	-	-	-	-	3,515,563
Total	\$ 76,619,263	\$ 51,578,542	\$ 549,958	\$ 6,118,011	\$ 569,132	\$ 842,392	\$ 2,184,106	\$ 14,777,121

**Duncanville City Council Meeting Minutes
Tuesday, February 3, 2026**

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, February 3, 2026, at 6:00 PM in the Council Briefing Room at City Hall with a quorum to wit:

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

Council Arriving At: Councilmember Jeremy Koontz arrived at 6:001 PM

Council Absent:

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

A. February 2026 and March 2026 Council

Calendars Reviewed by City Secretary Chiquita Taylor.

3. BRIEFINGS / PRESENTATIONS

A. Receive a Briefing on the FY 2026-27 Budget

Calendar Presented by Budget Administrator Jennifer Otey.

B. Receive a Briefing on proposed FIFA World Cup Events

Presented by Special Events Planner Devon Handley.

C. Receive a Briefing on the Police and Courts Needs Assessment Financial Impact and Discuss Financing Options and Potential Next Steps

Presented by Interim City Manager Richard Abernethy, Jennifer Otey, and Director of Fiscal Services/CFO Richard Jackson. Council was in agreement to reconvene the Bond Committee.

EXECUTIVE SESSION

The Briefing Session was closed at 6:58 PM. In the interest of time, Mayor Contreras moved the executive session to after the regular session.

The Executive Session was called into session at 9:42 PM, and Mayor Contreras read the item into the record.

The Council closed the Executive Session at 10:15 PM.

- A. City Council shall convene into closed session pursuant to Section 551.071 to deliberate code enforcement issues along Cavan and Hastings Streets, and to seek legal advice from the City Attorney regarding such issues.
- B. City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.

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

The City Council convened into Regular Session in the Council Chambers at 7:11 PM. with Mayor Contreras presiding.

Police Chaplain Moises Ruiz delivered the invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

4. REPORTS

- A. **Mayor's Report** - Mayor Contreras thanked those interested in our city and those who gave presentations to make our city better.
- B. **Councilmember Report** - Councilmember McBurnett gave kudos to the city staff for keeping everything operating during the weather event last week. He wished Mayor Contreras a Happy Birthday.
- C. **City Manager's Report** - Mr. Abernethy thanked the Police, Fire, Public Works, Parks and Recreation team, and other staff for keeping the city running during the weather event. He reported that Republic Service will be on its regular service this week. They are behind on brush pickup due to the weather. He congratulated the Finance department on receiving the GFOA's Award for Outstanding Achievement in Popular Annual Financial Reporting (PAFR Award) for its Popular Annual Financial Report.

5. PROCLAMATIONS AND PRESENTATIONS

- A. Proclamation for Black History Month 2026.

Read by Mayor Pro Tem Gooden and presented to Assistant Director of Parks and Recreation Tyler Agee.

- B. Duncanville Chamber of Commerce Annual Report

Presented by Joshua Thibodeaux, Immediate Past-Chair of the Duncanville Chamber of Commerce. Councilmember Koontz asked what he attributes the decline in membership to. Mr. Thibodeaux replied that he attributes it to not being innovative and different. Mr. Koontz also asked about the status of the funding for the mural for the Chamber. Mr. Thibodeaux stated they had not received the funding for the mural. The funding became a reimbursement only. However, the Chamber was not in a position to give the money upfront. Mayor Contreras acknowledged the work that everyone does with the Chamber and commended them on keeping the Chamber going.

- C. Applicants from Duncanville's Fiscal Year 2026, second-quarter Arts Grant application cycle have been invited to give a brief, two-minute presentation to the City Council.

Arts Commission Chair Angela Thorpe-Harris and Board Liaison Alex Hamby introduced the applicants for this quarter's Arts grant cycle.

6. CITIZENS' INPUT

Julie Steger 214 Meadowcreek
Speed limit on Main

Norma Richardson 808 Del Lenora Apt. 31 - email
Fireworks

7. CONSENT AGENDA

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

- A. Consider the minutes for the January 13, 2026, Special Called Meeting and the January 20, 2026, Regular City Council Meeting.
- B. Consider a Resolution ordering the May 2, 2026 General Election

RES 2026-591

- C. Consider a Resolution approving methods for making written requests for public information.

RES 2026-592

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

against.

8. ITEMS FOR INDIVIDUAL CONSIDERATION

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

No action taken.

- B. Consider amending Resolution 2025-423 to establish committee members and a chair for the Arts and Cultural District Steering Committee.

Presented by Project Manager Angel Deal.

RES 2026-593

Councilmember Jeremy Koontz made a motion to approve the amendment, Councilmember Kyle Pennebaker seconded the motion. The vote was cast 7 for, 0 against.

- C. Consider nominees for Arts and Cultural District Steering Committee

Presented by Angel Deal.

Mr. Abernethy presented a list of the nominees submitted by Councilmembers. He stated we had nominees for each position except the State Representative position. Councilmember McBurnett suggested we allow the committee to get off the ground before looking for a State Representative to be on the committee. Councilmember Pennebaker asked to table the item to allow time to review the nominees. He would like this to be brought back in a workshop. Councilmember Cherry-Brown requested to bring the nominees in for interviews. Ms. Deal stated that we could send out a questionnaire to assess their interest in being a member of the committee. Council agreed on using the questionnaire.

- D. Conduct a Public Hearing to consider a resolution approving a Chapter 380 Economic Development Incentive Agreement between the City of Duncanville and Parklane Investments, LLC d/b/a Corinth Properties for capital improvements at 918 East Highway 67, Duncanville, Texas. This agreement provides a percentage rebate of the Sales Tax Revenues generated by the development for an amount not to exceed \$150,000 or five years, whichever comes first, beginning upon the issuance of the Certificate of Occupancy for Bojangles Restaurant, to offset extraordinary public infrastructure, drainage and site development costs.

Presented by Assistant Director of Economic Development Marlon Goff.

Mayor Contreras opened the public hearing at 8:41 PM
Spoke in support - Arthur Brusso applicant

Spoke in Opposition None

Councilmember Don McBurnett made a motion to close the public hearing, Councilmember Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against.

The public hearing was closed at 8:43PM

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

RES 2026-594

- E. Conduct a public hearing for consideration and action regarding ZONE-2025-0004 C request of Caroline Rosendall (owner) and Ruth Carlson (applicant) for a Specific Use Permit (SUP) to allow for Temporary Workforce Housing in a residential neighborhood on real property located at 710 Markwood Drive, legally described as Block 16, Lot 25, Irwin Keasler Development Red Bird No. 4 Addition, City of Duncanville, Dallas County, Texas.

Presented by City Planner Desiree Powell.

Mayor Contreras opened the public hearing at 8:49 PM

Spoke in Support - Ruth Carlson (applicant)

Spoke in Opposition - none

Councilmember Don McBurnett made a motion to close the public hearing, Mayor Pro-Tem DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against.

The public hearing was closed at 8:52 PM.

Councilmember Jeremy Koontz made a motion to approve the item, Councilmember Don McBurnett seconded the motion. The vote was cast 6 for, 1 against (Karen Cherry-Brown)

- F. Conduct a public hearing for consideration and action regarding ZONE-2025-00003 request of Tim Maiden (owner/managing partner) for a Specific Use Permit (SUP) to allow an event center and outdoor pickleball courts on real property located at 202 W. Center Street, 3.35 acres, legally described as Block 8 & part of Block 7, Original Town Duncanville, City of Duncanville, Dallas County, Texas.

Presented by Desiree Powell.

Mayor Contreras opened the public hearing at 9:08 PM

Spoke in support:

Ron Thompson 403 Katherine Ct.

Emily Bridges 418 Oleander St. (did not wish to speak)

Tim Maiden (applicant)

Spoke in opposition:
Maria De la Rosa

Councilmember Don McBurnett made a motion to close the public hearing, Mayor Pro-Tem DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against. The public hearing was closed at 9:17 PM

Councilmember Don McBurnett made a motion to approve with Planning and Zoning recommendation for four years for the SUP, Mayor Pro-Tem DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against.

9. STAFF AND BOARD REPORTS

No reports.

Mayor Contreras recessed the Regular Session at 9:33 PM to convene the Executive Session.

The Regular Session reconvened at 10:16 PM.

ADJOURNMENT

The meeting was adjourned at 10:16 PM.

APPROVED:

CITY SECRETARY



STAFF REPORT

MEETING: City Council - February 17, 2026

TITLE:

Consider a Resolution authorizing the execution of the TEMAT (Texas Emergency Management Assistance Teams) Memorandum of Understanding (MOU) for local jurisdictional participation in State emergency deployment teams.

Vision Statement:

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

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Chris Connealy

BACKGROUND/HISTORY:

The City of Duncanville, through the Fire Department, has participated in State emergency deployments via its team rostered staff members for many years. These deployment teams have included Texas Interstate Fire Mutual Aid System (TIFMAS) and Incident Support Task Force (ISTF). The Fire Department has staff members that are currently trained members of the above named teams. At the end of 2025, the State of Texas consolidated its various deployment team MOUs into one umbrella MOU called the TEMAT MOU. This TEMAT MOU provides for a single-source agreement between the State of Texas and participating jurisdictions for all special response teams under the TEMAT program. For the City to continue to participate in any of the State teams listed on the TEMAT MOU, the City must execute the TEMAT MOU. This executed TEMAT MOU will allow the City’s rostered team members to continue to deploy on State emergencies as they have up to this point. This new MOU will supersede existing individual team MOU’s currently in place for the TEMAT teams. There will be no disruption to ongoing mutual aid capabilities during the transition to this new MOU.

All State teams listed on the TEMAT MOU are marked for participation so that the City

can deploy staff on additional teams if staff members become trained team members while this MOU is in effect. For example, the State of Texas Incident Management Team (IMT) is marked for inclusion in this MOU so that the City can deploy trained staff members who happen to join the IMT team in the near future. This inclusion allows for more rapid deployment when a team is mobilized and City of Duncanville staff members are granted permission to deploy.

The execution of this MOU does not have an impact to the City budget. Before staff is approved to deploy on a State team, the department seeks approval from City Management. Upon completion of the deployment, the department submits deployment costs to the State of Texas and the City is reimbursed for the deployment costs to include staff time, equipment use, fuel purchased, etc.

POLICY EXPLANATION:

The execution of the MOU with TEMAT allows city staff to continue to participate in State deployment teams.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
N/A	N/A	N/A

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Exhibit "A" - TEMAT MOU, Resolution - MOU with Texas Emergency Management

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

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

I. PURPOSE

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

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

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

II. SCOPE

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

III. PERIOD OF PERFORMANCE

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

IV. DEFINITIONS

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

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

V. RESPONSIBILITIES

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

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

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

C. The Jurisdiction shall:

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

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

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

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

VI. QUALIFICATIONS, TRAINING, AND EXERCISES

A. TEMAT Training and Exercises – Jurisdiction Sponsored:

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

TEMAT Training and Exercises – State or Program Administrator Sponsored:

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

B. Minimum Qualification and Training Requirements

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

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

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

VII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

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

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

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

IX. CONDITIONS, AMENDMENTS, AND TERMINATION

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

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

X. JURISDICTION DECLARATION OF PARTICIPATION IN TEMAT

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

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

XI. POINTS OF CONTACT

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

	Jurisdiction
Name:	Chris Connealy
Title:	Fire Chief
Address Line 1:	1530 S. Main
Address Line 2:	
City, State, Zip:	Duncanville, TX 75137
Phone Number:	512-961-2999
Email:	chris.connealy@duncanvilletx.gov

XII. GENERAL PROVISIONS

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

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

XIII. ENTIRE AGREEMENT

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

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

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

TEXAS DIVISION OF EMERGENCY MANAGEMENT

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

JURISDICTION

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

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE EXECUTION OF THE TEMAT (TEXAS EMERGENCY MANAGEMENT ASSISTANCE TEAMS) MEMORANDUM OF UNDERSTANDING (MOU) FOR LOCAL JURISDICTION PARTICIPATION IN STATE EMERGENCY DEPLOYMENT TEAMS; AND AUTHORIZING THE MAYOR TO EXECUTE THE APPROPRIATE DOCUMENTS AND TAKE APPROPRIATE ACTION; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, natural disasters and emergencies in the State of Texas historically have caused significant damage with losses of life and property; and; and

WHEREAS, the City of Duncanville maintains staff members that are trained members of State deployment teams that are called to assist in those State disaster responses; and

WHEREAS, the State of Texas consolidated its deployment teams into one new MOU called the TEMAT MOU that requires local jurisdictions to execute in order to continue participation on the included State deployment teams.

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

SECTION 1: That the City Council of the City of Duncanville does hereby authorize the execution of the Memorandum of Understanding between the Texas Division of Emergency Management and the City of Duncanville, in which such agreement is attached hereto as Exhibit "A".

SECTION 2: This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the 17th day of February, 2026.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - February 17, 2026

TITLE:

Consider a Resolution authorizing the City Manager to enter into an Interlocal Agreement with the City of Midlothian to utilize the Midlothian Fire Training Center once City Attorneys from both cities have reviewed and finalized the agreement.

Vision Statement:

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

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Chris Connealy

BACKGROUND/HISTORY:

Each year, the tri-city fire departments, Cedar Hill Fire Department, DeSoto Fire-Rescue, Duncanville Fire Department and Lancaster Fire Department, participate in regional live fire burns, which are critical, so that all four fire departments incorporate the same fire and safety training program to assure safe, effective, and efficient operational tactics being performed at a fire scene.

In previous years, regional live burns were held at DeSoto Fire Training Center. However, for the last three years, regional live burns were moved to Midlothian Fire Training Center due to the burn facility utilized for regional live burns at DeSoto Fire Training Center being out of compliance.

POLICY EXPLANATION:

In order to participate in regional trainings at the Midlothian Fire Training Center, the City of Midlothian is requiring all organizations to execute an Interlocal Agreement with the City of Midlothian to utilize the Midlothian Fire Training Center. The said Interlocal Agreement will be executed once the City Attorneys from both cities have reviewed and finalized the agreement.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Resolution - Interlocal Agreement with City of Midlothian to utilize Fire Training Center

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF MIDLOTHIAN TO UTILIZE THE MIDLOTHIAN FIRE TRAINING CENTER ONCE BOTH CITY ATTORNEYS FROM BOTH CITIES HAVE REVIEWED AND FINALIZED THE AGREEMENT.

WHEREAS, the cities of Cedar Hill, DeSoto, Duncanville and Lancaster participate in regional fire training, and regional live burns to assure all four fire departments incorporate the same fire and safety training program to ensure safe, effective, and efficient operational tactics being performed at a fire scene; and

WHEREAS, regional fire training and regional live burns are currently being held at the Midlothian Fire Training Center, which is the nearest fire training center with a burn building in compliance.

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

SECTION 1: The City Council of the City of Duncanville does hereby authorize the City Manager, or his designee, to enter into an Interlocal Agreement with the City of Midlothian to utilize the Midlothian Fire Training Center once both City Attorneys have reviewed and finalized the agreement.

SECTION 2: This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the 17th day of February 2026.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - February 17, 2026

TITLE:

Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Houston Freightliner, Inc., to purchase a Vac-Con combination vacuum, jet rodder, and hydro-excavation truck through Houston-Galveston Area Council (H-GAC) Contract HT-06-20 in the expenditure amount of \$598,805.75.

Vision Statement:

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

Pillar:

Develop: Infrastructure Improvement Strategy

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

STAFF RESPONSIBLE:

Matt Bryant

BACKGROUND/HISTORY:

The Equipment Services Division of the Public Works Department is responsible for managing the acquisition, maintenance, replacement, and disposal of fleet vehicles and motorized equipment used by various city departments. This includes a range of vehicles and equipment, such as police vehicles, light and heavy-duty trucks, trailers, tractors, dump trucks, and other miscellaneous motorized equipment.

City-owned vehicles are listed in a Fleet Rotation Schedule for budgeting purposes. This schedule is reviewed annually to identify vehicles that have reached the end of their useful life and require replacement. The evaluation considers several factors, including age, mileage or hours driven, and maintenance requirements.

The 2012 Vector combination hydro-excavation truck currently used by the Utilities

Division is scheduled for replacement. This vehicle is used to safely hydro-excavate around franchise utilities during utility repairs and to clean the city's large-diameter sewer main lines, which range in size from 15 to 24 inches.

Once the new combination truck is delivered, the 2012 model will be auctioned off, and the proceeds will be returned to the Fleet Rotation Fund.

POLICY EXPLANATION:

A Vac-Con combination vacuum, jet rudder, and hydro-excavation truck that meets the city's needs is available for purchase from Houston Freightliner, Inc., through the Houston-Galveston Area Council's Cooperative Purchasing Program.

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requiring the local government to seek competitive bids for the item. The Texas Local Government Code Chapters 271 and 791 allow government agencies to participate voluntarily in these cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number

016-700885 (Fleet Replacement Non-Org/Motor Vehicles)

Available Budget	Purchase Amount	After Encumber
\$1,247,467.97	\$598,805.75	\$648,662.22

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Resolution No. - Vac-Con Truck Purchase with Exhibit, Exhibit A - HGAC Worksheet
City of Duncanville 114SD VacCon V312N-1300

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDED A BID AND AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH HOUSTON FREIGHTLINER, INC., TO PURCHASE A VAC-CON COMBINATION VACUUM, JET RODDER, AND HYDRO-EXCAVATION TRUCK THROUGH HOUSTON-GALVESTON AREA COUNCIL (H-GAC) CONTRACT HT06-20 IN THE EXPENDITURE AMOUNT OF \$598,805.75, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure fleet equipment for citywide operations;
and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program; and

WHEREAS, H-GAC has taken sealed bids for Medium and Heavy Trucks & Truck Bodies, and a contract was awarded to Houston Freightliner, Inc.; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a bid and authorize a cooperative purchasing agreement with Houston Freightliner, Inc., to purchase a Vac-Con combination vacuum, jet rodder, and hydro-excavation truck through H-GAC Contract HT06-20 in the expenditure amount of \$598,805.75, attached hereto and incorporated herein as Exhibit A.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a cooperative purchasing agreement with Houston Freightliner, Inc., to purchase a Vac-Con combination vacuum, jet rodder, and hydro-excavation truck through H-GAC Contract HT06-20 in the expenditure amount of \$598,805.75, attached hereto and incorporated herein as Exhibit A, and authorizes the City Manager to execute the necessary documents related to said expenditure.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 17th day of February, 2026.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-20	Date Prepared:	1/23/2026

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Duncanville	Contractor:	Houston Freightliner
Contact Person:	Ryan Shelley	Prepared By:	Adam Neuse
Phone:		Phone:	713-580-8148
Fax:		Fax:	
Email:		Email:	adam.neuse@houstonfreightliner.com

Product Code:	D3	Description:	114SD, Conventional Cab, SFFA, TRA (PRL-20D)
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 120752

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
DA-F-20 20,000 LB FRONT AXLE	2577	Battery Disconnect MTD LH of Driver Seat	150
20,000 LB TAPERLEAF FRONT SUSPENSION	1130	Positive and Negative Jump Starts Mtd on Frame Next to Start	69
RT-46-160 46,000 LB REAR AXLE	2913	Dual West Coast Mirrors w/LH-RH Remote	215
RT463 46,000 LB REAR SUSPENSION	2426	Basic High Back Air Driver Seat	159
264" Wheelbase	1228	Basic High Back Air Susp Pass Seat	191
11/32x3-1/2x10-15/16" Frame 120KSI	464	Adjustable Steering Column	359
1/4" Inner Frame Reinforcement	775	Back Up Alarm	33
24" Front Frame Extension w/ Insert	563	AM/FM/WB Radio with Bluetooth	368
LH 100 Gallon Fuel Tank	306		
RH Outboard Under Step Mtd Horizontal Aftertreatment with v	617	Vac-Con V312N/1300 L H A Vacuum System	458605.75
1350- Front PTO Provision	365	Subtotal From Additional Sheet(s):	
4S/4M ABS with Traction Control	149	Subtotal B:	473662.75

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
MICHELIN XZY-3 425/65R22.5 20 PLY FRONT TIRES	2420		
ACCURIDE 22.5X12.25 ALUMINUM FRONT WHEELS	720	Subtotal From Additional Sheet(s):	0
		Subtotal C:	3140

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 1%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	597554.75	=	Subtotal D:	597554.75
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E. H-GAC Order Processing Charge (Amount Per Current Policy) **Subtotal E:** 1500

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Freightliner Standard Destination Charge	3375	Discount	-3624
		Subtotal F:	-249

Delivery Date: **G. Total Purchase Price (D+E+F):** 598805.75



STAFF REPORT

MEETING: City Council - February 17, 2026

TITLE:

Consider a Resolution awarding a bid and authorizing an Energy Savings Performance Contract by and between the City of Duncanville and Performance Services of Texas, Inc. ("PSI") for implementation of an Advanced Metering Infrastructure System and installation of smart water meters through The Interlocal Purchasing System (TIPS) Contract 220104, in accordance with Texas Local Government Code Chapter 302, for a total amount not to exceed \$11,900,000.00, subject to the City of Duncanville acquiring funding through issuance of a lawful source.

Vision Statement:

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

Pillar:

Develop: Infrastructure Improvement Strategy

- **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:

Matt Bryant

BACKGROUND/HISTORY:

The City of Duncanville has over 12,000 water meters, consisting of 11,486 residential meters and 858 commercial and industrial meters. These meters are more than 13 years old and require manual reading. Recent sampling indicates that meter accuracy ranges from 83.8% to 98.1% depending on the meter size. Based on these accuracy rates, we conservatively estimate that we are losing approximately \$1 million annually due to inaccurate meter readings.

To address this issue, staff aims to implement Advanced Metering Infrastructure (AMI) to improve meter accuracy, increase water revenue, reduce operational costs, and enhance overall efficiency.

Staff wishes to enter into an agreement with Performance Services, Inc. (PSI) to modernize our water meter infrastructure by converting the existing meters to solid-state models. The agreement with PSI will be an energy savings performance contract. As outlined in Chapter 302 of the Texas Local Government Code, this agreement is a

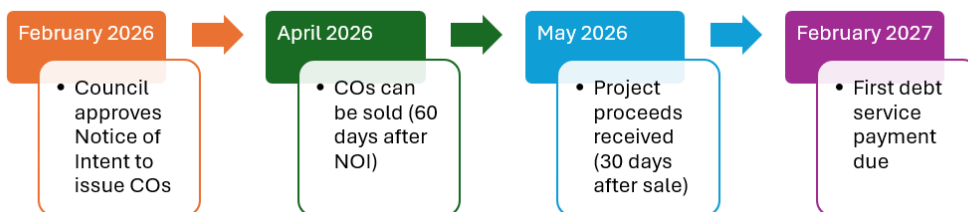
“contract with a provider for energy or water conservation or usage measures in which the estimated energy savings, utility cost savings, increase in billable revenues, or increase in meter accuracy resulting from the measures is subject to guarantee to offset the cost of the energy or water conservation or usage measures over a specified period...”

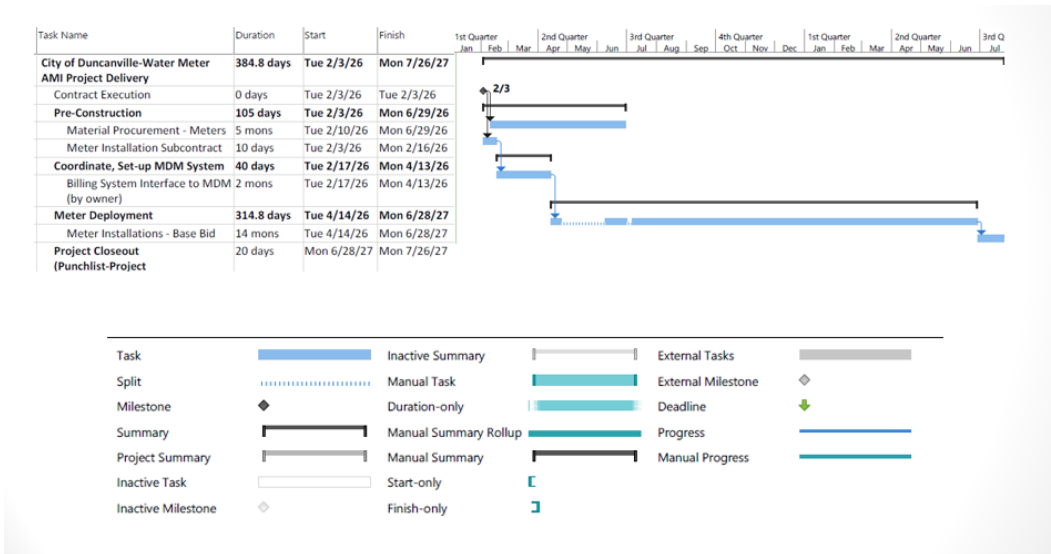
Energy Savings Performance Contracting (ESPC) offers a self-funding approach to energy and sustainability by delivering guaranteed savings through a single contract, with a single point of responsibility for engineering design and construction services. Payments are made from the utility cost savings generated by the improvements. The contractor must guarantee that the savings will be at least equal to or greater than the contract cost. If the savings don't materialize, the contractor must make up the difference. PSI will assume all risks and accountability for the turnkey project delivery.

PSI will provide project management services and a performance guarantee associated with the implementation of the AMI system and the installation of smart water meters. The total cost for this project is guaranteed not to exceed \$11,900,000. PSI agrees not to seek change orders for additional expenses incurred while performing the work outlined in the scope of work. Should modifications to the scope be necessary at the City's request, the City will be responsible for any associated costs.

POLICY EXPLANATION:

City Council is requested to approve a contract with PSI, not exceeding \$11,900,000.00. While this item requests Council's authorization to enter into an agreement with PSI, this project is contingent upon receipt of proceeds from debt issuance. As briefed in the City Council meeting on January 20, 2026, staff recommends issuing certificates of obligation (COs) with a 16-year repayment option to fund the project. With this option, debt service would be covered by the projected increase in cash flow from the more efficient meter readings. Below is the estimated timeline for debt issuance and the subsequent proposed construction schedule. These schedules are subject to change depending on City Council authorization to issue COs, execution of contract documents, and other factors.





FUNDING SOURCE:
ORG and Object Number
 N/A

Available Budget	Purchase Amount	After Encumber
N/A	\$11,900,000.00	N/A

- ACTION ALTERNATIVES:**
1. Approve.
 2. Disapprove
 3. Other actions as directed by Council.

ATTACHMENTS:
 Resolution - Performance Services, Inc., Attachment 1 - 3rd Party Independent Engineering Review of Performance Contract Savings Estimations, Attachment 2 - TIPS Contract 220104 - Energy Savings Performance Performance Services, Exhibit A - City of Duncanville - PSI Contract (12-23-25)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARING A BID AND AUTHORIZING AN ENERGY SAVINGS PERFORMANCE CONTRACT BY AND BETWEEN THE CITY OF DUNCANVILLE AND PERFORMANCE SERVICES OF TEXAS, INC. (“PSI”) FOR IMPLEMENTATION OF AN ADVANCED METERING INFRASTRUCTURE SYSTEM AND INSTALLATION OF SMART WATER METERS THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) CONTRACT 220104, IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE CHAPTER 302, FOR A TOTAL AMOUNT NOT TO EXCEED \$11,900,000.00, SUBJECT TO THE CITY OF DUNCANVILLE ACQUIRING FUNDING THROUGH ISSUANCE OF A LAWFUL SOURCE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURE UPON FUNDING AND LEGAL REVIEW OF CITY ATTORNEY; AND, PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, desires to continue its commitment to infrastructure improvements to the City’s utility infrastructure; and

WHEREAS, the City of Duncanville, Texas, has entered into an Interlocal Agreement with The Interlocal Purchasing System; and

WHEREAS, the City of Duncanville, Texas, will acquire funds to secure its financial obligations under said Performance Agreement in accordance with state and federal law as a condition to City Council approval.

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

SECTION 1. That the City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes an Energy Savings Performance Guarantee Contract with Performance Services Inc. for implementation of an Advanced Metering Infrastructure System and installation of smart water meters through The Interlocal Purchasing System (TIPS) Contract 220104, in accordance with Texas Local Government Code Chapter 302, for a total amount not to exceed \$11,900,000.00, subject to the City of Duncanville acquiring funds to secure its financial obligations under said Performance Agreement, authorizing the City Manager to execute the necessary documents related to said expenditure, subject to legal review and approval by the City Attorney.

SECTION 2. Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 3. Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 4. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the ____ day of February 2026.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(02/10/2026: 4920-7147-8158, v.1)

CERTIFICATION LETTER

To: **Douglas E. Finch, City Manager**
City of Duncanville
203 E. Wheatland Rd.
Duncanville, TX 75116

By: **Dr. Dave Dong, Ph.D., TX P.E. #100364, CBCP[®], CEA[®], CEM[®], CWEP[®]**
CEO
Bee[®] Signed:  June 11, 2024

Project: **Advanced Metering Infrastructure (AMI) Upgrade Project**

Task: **3rd Party Independent Engineering Review of Performance
Contract Savings Estimations**

Dear Mr. Finch,

Bee[®] (Vision Building energy efficiency, LLC DBA Bee[®]) was tasked by City of Duncanville to perform an independent 3rd party review of the Investment Grade Audit Report (Exhibit A/B/C/D), conducted, and prepared by Performance Services, Inc. (PSI).

Bee[®] is a State of Texas licensed professional engineering firm (#F-14701), knowledgeable and experienced in energy-related evaluations and calculations and has no business/personal interest nor connection with the Contractor or other parties involved in the project. Our review focuses on utility savings calculation, while maintaining confidentiality and integrity.

1.0 SUMMARY OF FINDINGS

With respect to the final modified PSI documents with all our review comments addressed, we have arrived at the following conclusions:

1. Utility/Water savings estimations are reasonable in our professional judgment and were performed in accordance with generally accepted engineering practices, utilizing reasonable inputs and assumptions as discussed below.
2. The project performance 20-year cash flow table (Page 24 of Exhibit A) demonstrates that the project meets statutory financial performance criteria. Levelized annual savings exceed contractually obligated payments for every year of the project after completion of the construction.

2.0 REVIEW PROCESS

Bee[®] received Exhibit A, Exhibit B, Exhibit C, and Exhibit D, from City of Duncanville on June 6th, 2024. Dr. Dave Dong and his staff members performed independent review and facilitated exchanges with the PSI technical team from June 6th to June 10th, 2024.

Bee[®] reviewed PSI's approach to develop the energy savings estimations for each utility conservation reduction measure (UCRM). Key observations are discussed below:

1. UCRM #1 (Solid State Water Meters w/AMI) - Water savings estimations are appropriate and reasonable, using measured existing meter accuracy and new meter accuracy to derive water savings. The M&V method uses Option "A" and is properly documented.

3.0 FINAL REVISIONS OF IGA REPORT

Based on questions and comments developed through our review and discussed with PSI, minor technical revisions were made by PSI to the documents originally received by us on June 6th, 2024. Bee[®] has found all changes in the updated report to be technically appropriate and satisfactory.

4.0 CERTIFICATION

Bee[®] certifies that the conclusions stated in the SUMMARY OF FINDINGS section above are true and are based on an independent review of the documents provided by the Contractor (PSI).

TIPS VENDOR AGREEMENT

Between Performance Services, Inc. and
(Insert Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFQ 220104 Energy Savings Performance Contract

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately **five (5)** years with an option for renewal for an additional **one (1)** consecutive **year**. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base **five-year** term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: *If the anticipated award date published in the Solicitation is March 24, 2022 but extended negotiations delay award until June 27, 2022 The end date of the resulting initial “five-year” term Agreement, (which is subject to an extension(s)) will still be March 31, 2027.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus **five years**.

Example: *If the original term is approximately five years, and the solicitation provides an anticipated award date of March 24, 2022, the expiration date of the original five-year term shall be May 31, 2027.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be March 31, 2028.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits but is not required to do so.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment

statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

All pricing submitted to TIPS' Members shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently. **Fees for this RFQ is 1% of the sale price paid by the TIPS Member entity.**

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.

- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the

accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS

Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.

- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

NOTE: It is always the Vendor's responsibility under the TIPS agreement to report all sales under the TIPS Agreement. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract Number on all related quotes, invoices, and similar sales documents. It is the duty of the Vendor to submit documentation of all final purchases to TIPS for processing. This may only be done through the TIPS Vendor Portal or by emailing the sales documentation to TIPSP0@TIPS-USA.com, unless TIPS agrees to an alternative reporting method in writing. Failure to report a TIPS sale may result in termination of Vendor's TIPS Contract(s) and preclusion to responding to future solicitations.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFQ 220104 Energy Savings Performance Contracts

Company Name Performance Services

Address 4670 Haven Point Boulevard

City Indianapolis State IN Zip 46280

Phone 888-390-2700 Fax 317-713-1751

Email of Authorized Representative tthoman@performanceservices.com

Name of Authorized Representative Timothy P. Thoman

Title President and CEO


Signature of Authorized Representative 

Date 1-27-22

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 3/24/2022

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



220104 Addendum 1 Performance Services Inc Supplier Response

Event Information

Number: 220104 Addendum 1

Title: Energy Savings Performance Contracts (ESPC)

Type: Request for Qualification

Issue Date: 1/6/2022

Deadline: 2/18/2022 03:00 PM (CT)

Notes: **IF YOU CURRENTLY HOLD TIPS CONTRACTS (170103) Energy Savings Performance Contracts ("170103") OR (200209) Energy Savings Performance Contracts ("200209"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT.**

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686

Phone: +1 (866) 839-8477

Email: bids@tips-usa.com

Performance Services Inc Information

Contact: Jim Adams
Address: 4670 Haven Point Blvd.
Suite 200
Indianapolis, IN 46280
Phone: (317) 819-1354
Fax: (317) 713-1751
Toll Free: (888) 390-2700
Email: jadams@performanceservices.com
Web Address: www.performanceservices.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jim Adams

Signature

Submitted at 2/15/2022 3:55:24 PM

jadams@performanceservices.com

Email

Requested Attachments

Agreement Signature Form

1. 220104 ESPC Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Confidentiality Claim Form

2.220104 ESPC CONFIDENTIALITY CLAIM FORM_WITH INFORMATION.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Proposed Goods and Services

3. Proposal-Evaluation Criteria.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

Reference Form

4. 220104 ESPC Reference_Form - leave as Excel.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Current W-9 Tax Form

5. PSI - W9 - 2022.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Vendor Agreement

6. 220104 ESPC Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

OPTIONAL Information Requested

No response

IF you agree to do so, Please upload the Optional Information Requested regarding ESaaS.
See attachment.

All Other Certificates

8. Certificate of Accreditation Performance Services - 2020.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

11. PSI - Owner Warranty Letter - PC (12-09-20).pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

13. Performance-Services-Logo-for-TIPS.png

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

14. CERTIFICATION OF CORPORATE OFFERER FORM.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Bid Attributes

1	<p>Yes - No</p> <p>Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.</p> <p><input type="text" value="NO"/></p>
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2 Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ . Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>
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3 Yes - No	The Vendor can provide services and/or products to all 50 US States? <input type="text" value="No"/>
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4 States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="Arkansas, Illinois, Indiana, Kentucky, Michigan, Missouri, North Carolina, Tennessee, Texas, and Wisconsin"/>
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5 Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) <input type="text" value="Performance Services is a NAESCO accredited integrated design and delivery engineering company that specializes in constructing and renovating municipal, healthcare and education facilities. We deliver optimal environments through design-build and guaranteed energy savings contracts. Energy Leadership programs, Solar power and water solutions are important public owner benefits. We are proud to serve as an ENERGY STAR Partner and have helped customers achieve the ENERGY STAR symbol of excellence at 145 buildings to date."/>
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6 Primary Contact Name	Primary Contact Name <input type="text" value="Jim Adams"/>
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7 Primary Contact Title	Primary Contact Title <input type="text" value="General Manager - Texas"/>
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8 Primary Contact Email	Primary Contact Email <input type="text" value="jadams@performanceservices.com"/>
--------------------------------	--

9 Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8124806196"/>
--------------------------------	--

10 Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3177131751"/>
-------------------------------	--

1 1	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8124806196"/>
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1 2	Secondary Contact Name Secondary Contact Name <input type="text" value="Greg Mizell"/>
----------------------	---

1 3	Secondary Contact Title Secondary Contact Title <input type="text" value="Operations Manager"/>
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1 4	Secondary Contact Email Secondary Contact Email <input type="text" value="gmizell@performanceservices.com"/>
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1 5	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5126500177"/>
----------------------	--

1 6	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3177131751"/>
----------------------	--

1 7	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5126500177"/>
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1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Pam Graham"/>
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1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="ap@performanceservices.com"/>
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2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3178191378"/>
----------------------	--

2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Jim Adams"/>
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2 2	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="jadams@performanceservices.com"/>
2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8124806196"/>
2 4	Company Website Company Website (Format - www.company.com) <input type="text" value="www.performanceservices.com"/>
2 5	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="n/a"/>
2 6	Primary Address Primary Address <input type="text" value="4670 Haven Point Blvd"/>
2 7	Primary Address City Primary Address City <input type="text" value="Indianapolis"/>
2 8	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="IN"/>
2 9	Primary Address Zip Primary Address Zip <input type="text" value="46280"/>
3 0	Search Words: Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) <input type="text" value="Energy savings performance contracts, guaranteed energy savings contracts, design-build, construction, energy savings, lighting, solar, HVAC, boilers, chillers, turnkey, conservation, retrofit, renovation, upgrade, replacement, repair, building automation, controls, DDC, LED lighting, LED, power quality, water meters, AMI, water distribution, wastewater treatment plants"/>

3 1 Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

3 2 Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

3 3 Company Residence (City)

Vendor's principal place of business is in the city of?

3 4 Company Residence (State)

Vendor's principal place of business is in the state of?

3 5 TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

36 Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

37 TIPS Administration Fee Paid by Vendor - Not Charged Separately to Customer

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing to Member entity which includes and accounts for the TIPS Administration Fee and **shall never** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

38 Years in Business as Proposing Company

Years in business as proposing company?

39 Resellers:

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

40 Right of Refusal

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

4
1 **NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

4
2 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

4
3 **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4
4 **Regulatory Standing**

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

4
5 **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

4 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

6 By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

4 **Suspension or Debarment Instructions**

7

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

4 **Suspension or Debarment Certification**

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By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

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Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes, I certify (Yes)

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2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

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1 **2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

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2 **2 CFR PART 200 Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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3 **2 CFR PART 200 Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

5 4 2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

5 5 2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

5 6 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

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2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

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2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

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2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

6 2 CFR PART 200 Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor Agree?

6 1 FEMA Fund Certifications

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

6 2 Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

**6
3** **Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**6
4** **If you answered "I HAVE lobbied" to the above Attribute Question**

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6
5** **Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

**6
6 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

YES

**6
7 Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree

to these terms?

Yes, I Agree (Yes)

6 Remedies

8

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

6 Remedies Explanation of No Answer

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7 Choice of Law

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The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

7 Venue, Jurisdiction and Service of Process

1

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

**7
2** **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

**7
3** **Infringement(s) Explanation of No Answer**

No response

**7
4** **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes, I Agree (Yes)

**7
5** **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes, I Agree (Yes)

7 Insurance and Fingerprint Requirements Information

6 Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

7 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

8 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7 **Texas Government Code 2270 & 2271 Verification Form**

9 Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

YES

8 **Logos and other company marks**

0 Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8
1 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

8
2 Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

8
3 Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

8
4 Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

8
5 Felony Conviction Notice

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

86 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

87 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

88 **Member Access to Vendor Proposal**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

89 **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

90 **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

9 1 Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

9 2 Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

9 3 Required Vendor Sales Reporting

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9 4 Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

9 5 CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

**9
6 CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES
(Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

**9
7 CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH
CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

**9
8 Acknowledgement**

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

AMENDED

OPTIONAL INFORMATION REQUESTED

It has come to my attention that the correct name for the below process is Energy Efficiency as a Service (EEaaS)

I have modified the below document to use this commonly accepted term.

Additional Information Requested Regarding Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS)

Vendors ***are not*** required to respond to the additional request for information related to Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS) and qualifications to provide same.

Failure to respond to this additional information request for Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS) will have **NO BEARING** on the evaluation of your qualifications to provide offer Energy Savings Performance Contracting (ESPC).

If it is later determined that governmental procurement of Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS) is permitted, TIPS will timely issue a legally sufficient solicitation to address that need. All information gathered here will be used to aid TIPS in the solicitation process for contracts with companies that provide ESaaS.

Texas statutes do not specifically address **Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS)** however TIPS recognizes that it is an option offered by many vendors that also offer Energy Savings Performance Contracting (ESPC).

Please provide in a separate sheet(s) or document if your company offers ~~ESaaS~~ EEaaS and how that service is offered to governmental entities. Please provide your detailed information related to your company's qualifications and your process as it relates to ~~ESaaS~~ EEaaS and governmental customers. Please list existing governmental customers currently contracted with you for ~~ESaaS~~ EEaaS. Please provide details on how this model is structured, how it differs from ESPC and how a governmental entity would benefit from ~~ESaaS~~ EEaaS as it compares with ESPC.

You may utilize the Confidentiality Form included in the RFQ to declare this information confidential if you choose to. Final determination of confidentiality of any information provided to TIPS as a department of the Texas governmental entity Texas Education Service Center Region 8 is at the discretion of the Texas Attorney General and subject to Texas Government Code §552. See <https://comptroller.texas.gov/about/policies/open-records/public-information-act.php>

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Performance Services, Inc.
(Name of Corporation)

Russell M. Webb III certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Timothy P. Thoman
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

President and CEO
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



CORPORATE SEAL if available


SIGNATURE

1/26/22
DATE

Required Confidential Information Status Form

Performance Services, Inc.

Name of company

Timothy P. Thoman, President & CEO

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

4670 Haven Point Boulevard Indianapolis IN 46280 888-390-2700

Address City State ZIP Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you must attach a copy of all claimed confidential materials to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF 18 PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date 1-27-22

OR

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature _____ Date _____



January 27, 2022

RE: Performance Services, Inc.
4670 Haven Point Blvd., Suite 200
Indianapolis, IN 46280

To whom it may concern:

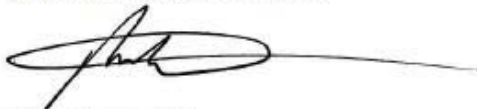
As surety, Continental Casualty Company (a CNA Surety Company) has been the surety company for Performance Services, Inc., 4670 Haven Point Blvd., Suite 200, Indianapolis, IN 46280 for 12 years and as such has provided a single bond limit in excess of \$200,000,000 and in the aggregate has a program over \$300,000,000. Current available aggregate capacity is approximately \$200,000,000.

We would favorably consider requests from Performance Services, Inc. to provide bid, performance and payment bonds on projects they are currently contemplating. Such prequalification and approval would be conditioned upon applicable underwriting considerations such as acceptable contract terms and conditions, bonds forms and confirmation of satisfactory financing as well as a favorable review of current underwriting information at the time bonds are requested.

Performance Services, Inc. is a valued customer of Continental Casualty Company and we recommend them highly. You understand, of course, that any arrangement to provide bid bonds and/or final bonds on a project is a matter between Performance Services, Inc. and Continental Casualty Company and we assume no liability to third parties if we do not execute said bond(s).

If you have any questions regarding this company and their performance history or capabilities, please feel free to give me a call at (317) 853-3668.

Continental Casualty Company



Robert L. Sherfick
Attorney-In-Fact



_____ (“Owner”)

**RE: *Guaranteed Energy Savings Contract, dated _____ (“Contract”)
 [Insert Project Name] (“Project”)
 Notification of Substantial Completion, Warranty Commencement and Owner Acceptance
 of Work***

Dear _____:

Performance Services, Inc. (“PSI”) is pleased to inform you that the Project was substantially completed on _____ (the “Substantial Completion Date”). As of the Substantial Completion Date, the improvements were performing the functions for which they were intended, and the Owner was receiving beneficial use of the improvements.

The PSI Warranty on all improvements installed as part of the Project, unless otherwise noted, will expire on _____, one (1) year after the Substantial Completion Date. Unless PSI is advised in writing of conditions to the contrary, PSI considers the Project to be accepted by the Owner and the PSI Warranty to be in effect as described herein.

The PSI Warranty terms and conditions per the Contract are as follows:

WARRANTY. PSI warrants that materials and equipment furnished by PSI will be of good quality and new; that the Work will be free from defects, and to the extent consistent with the standard of reasonable care and skill ordinarily used and exercised by contractors such as PSI in performing work for projects of the same type, kind, nature, complexity and size as the Project covered by this Contract, and as otherwise not inherent in the quality required or permitted; and that the Work will conform to the requirements of this Contract. PSI warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the date of Substantial Completion (“Warranty Period”). THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. During the Warranty Period, upon fourteen days (14) written notice from the Owner, PSI shall, at its option, repair or replace the defective Work. PSI’s warranty obligations shall lapse after the running of the Warranty Period. These warranties do not extend to any Work that has been repaired by others, abused, altered, misused, or that has not been properly and reasonably maintained. PSI shall not be responsible for damage to its work caused by others. Any repair work necessitated by such damage caused by others will be considered as an order for extra work. PSI will not be responsible for special, incidental, or consequential damages.

Nothing in the warranties provided herein are intended to limit any manufacturer’s warranty which provides Owner with greater warranty rights than set forth in this Section. Upon expiration of the Warranty Period, PSI will assign the rights to any manufacturer’s warranty and all other rights against manufacturers of materials and equipment and Owner accepts such assignment for all materials and equipment incorporated into the Work. The Owner agrees that after expiration of the Warranty Period, its sole remedy for defects or failure of materials or equipment is directly against such manufacturers and waives all rights against PSI for any defects or failures of such materials or equipment following Substantial



Completion. PSI will provide the Owner with all manufacturers' warranties upon expiration of the Warranty Period. However, PSI's failure to do so does not waive or modify this provision.

Owner is responsible to perform inspections, calibrations and other general maintenance tasks on equipment installed under the Contract, as described in the Proposal or in the manuals that accompanied the installed equipment. Service requests issued by Owner that are not covered by the PSI Warranty or other contracted services, shall be billed to the Owner at PSI's, or our subcontractors', standard time and material rates.

Thank you for investing your time and effort in helping us successfully implement this Project. Please notify me if you have any questions regarding the PSI Warranty or any other aspect of this Notice.

Performance Services, Inc.

[Owner]

By: _____
Signature

By: _____
Signature

Name/Title

Name/Title

 PERFORMANCE GUARANTEE CONTRACT

This PERFORMANCE GUARANTEE CONTRACT (the "Contract" or "Agreement") is made as of the _____ day of January, 2026, by and between **Performance Services of Texas, Inc.** ("PSI") and **City of Duncanville, Texas** ("Owner"), concerning the following:

Owner: City of Duncanville, Texas
203 E. Wheatland Road
Duncanville, Texas 75116

**Qualified Provider/
Contractor:** Performance Services of Texas, Inc.
801 E. Old Settlers Blvd., Suite 100
Round Rock, TX 78664

Project: **AMI Water Meter Conversion**, in accordance with The Interlocal Purchasing System (TIPS) Energy Savings Performance Contract #220104

Scope of Work: PSI proposes to provide project management services and a performance guarantee associated with implementation of an Advanced Metering Infrastructure System and the installation of Smart Water Meters for Owner resulting in greater meter accuracy and increased revenues, as described in the Investment Grade Audit, dated December 23, 2025, attached hereto as **Exhibit A** (the "IGA"), and as further described in the Improvement List, dated December 22, 2025, and attached hereto as **Exhibit B** (the "Improvement List").

PSI shall cause the project to be delivered in accordance with the IGA, the Improvement List and the Measurement and Verification Plan, attached hereto as **Exhibit C** (the "M&V Plan"). PSI has guaranteed the savings due to the installation of the new meters as set forth in the IGA and the Performance Guarantee Agreement, attached hereto as **Exhibit D** (the "Guarantee").

Contract Price: Eleven Million Nine Hundred Thousand and 00/100 Dollars (\$11,900,000.00)

Terms of Payment: Monthly progress-based payments, pursuant to the terms of Paragraph 4 below.

Exhibits: "A": Investment Grade Audit ("IGA")
"B": Improvement List
"C": Measurement and Verification Plan ("M&V Plan")
"D": Performance Guarantee Agreement ("Guarantee")
"E": Project Schedule

Owner certifies that i) the execution and delivery of this Contract has been duly authorized by all necessary corporate or official action required of Owner; ii) this Contract is a legal, valid and binding obligation, enforceable against Owner; and iii) this Contract satisfies any and all applicable procurement laws, rules and/or regulations of the State of Texas.

PSI and Owner agree to the terms above and as set forth below in the following Terms and Conditions and in the Exhibits attached hereto, all of which are a material part of this Contract. The Contract, with its attachments and exhibits, is the full agreement between PSI and the Owner as of the date it is signed. All previous conversations, correspondence, agreements, or representations not included in the Contract are

not part of the Contract between PSI and the Owner. This Contract shall become effective on the date first above written notwithstanding different dates of execution hereof.

OWNER:

CITY OF DUNCANVILLE, TEXAS

By: _____
Signature

Printed Name and Title

QUALIFIED PROVIDER/CONTRACTOR:

PERFORMANCE SERVICES, INC.

By: Joseph Muldoon
Signature

Joseph Muldoon, Vice President
Printed Name and Title

TERMS AND CONDITIONS

1. **SCOPE OF WORK.** PSI shall provide Owner with the work and the services set forth in the Scope of Work, as developed pursuant to the terms above ("Work"), except to the extent specifically indicated in the Contract Documents to be the responsibility of others. PSI shall supervise and direct the Work and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work. All work and equipment must meet any applicable City minimum public infrastructure requirements. PSI shall be responsible to pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work and Services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Owner and PSI will mutually agree upon any required field utilities or other work, equipment or services to be provided by the Owner. Conflicts, errors, discrepancies and/or disputes concerning the Scope of Work to be performed by PSI shall be resolved pursuant to Section 2 below.
2. **CONTRACT DOCUMENTS.** The Contract Documents are comprised of the following: (1) this Contract; (2) all written, and mutually agreed upon modifications, addenda, amendments, scope modifications or additions to this Contract after its execution; (3) the Performance Guarantee; (4) the M&V Plan; (5) the Improvement List; and (6) the IGA. The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event that inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Contract, PSI and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in this Section 2.
3. **MUTUAL OBLIGATIONS.** Owner and PSI commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to realize the benefits afforded under the Contract Documents. Owner shall, throughout the performance of the Work, cooperate with PSI and perform its responsibilities, obligations and services in a timely manner to facilitate PSI's timely and efficient performance of the Work and so as not to delay or interfere with PSI's performance of its obligations under this Contract. PSI must provide the Owner with a timely notice of any and all request for information and services, in an effort to provide sufficient time for action or a response by the Owner, as not to delay the project.
4. **CONTRACT PRICE AND PAYMENT.** The total price for PSI's Work under this Contract shall be as set forth above, subject to adjustments as set forth herein (the "Contract Price"). All payments made by Owner to PSI

shall be made via wire transfer. Within thirty (30) days of execution of the Contract, Owner shall pay to PSI the agreed cost for the IGA, five percent (5%) of the Contract Price as a mobilization fee and one hundred percent (100%) of the cost of the IGA for the Project, as specified in the IGA. Thereafter, the balance of the Contract Price shall be paid to PSI in monthly progress payments, within thirty (30) day of receipt of invoice for the value of work completed plus the amount of materials and equipment suitably stored, either on site or off-site the previous month, less the aggregate of previous payments to PSI. There shall be no retainage withheld from monthly progress payments. "Substantial Completion" is defined as the stage in the progress of the Work when the Work is sufficiently complete and accepted by the Owner, in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Project retainage shall be due 30 days after the punch list items are completed. Any performance guarantee, as set forth in the Performance Guarantee, shall not commence or become effective until such final payment is received by PSI. No back charges or claim of Owner for services shall be valid except by the agreement in writing by PSI before work is executed. In the event that the Owner fails to make any monthly progress payment or is otherwise overdue in making such payment, and upon fourteen (14) days written notice to the Owner, PSI shall be entitled to stop work without prejudice to any other remedy it may have, and Owner shall be responsible to PSI for any increased costs in demobilization and remobilization in stopping and re-commencing the Work. In the event of such work stoppage and start up, PSI and Owner agree to cooperate in adjusting any schedule requirements so as to endeavor to minimize the impact on the Owner's operations of its facility. All sums not paid when due shall bear interest at the rate of 1½% per month from due date until paid or the maximum legal rate permitted by law whichever is less.

5. **ACCESS TO JOB-SITE.** Owner and PSI shall mutually agree upon the access to the jobsite necessary to perform the Work, as well as any preparation of work areas so as to be acceptable for PSI's Work under this Contract. All meter installation work must be performed within a public utility easement, a prescriptive easement, or within only the areas where the existing equipment and appurtenance are installed, unless otherwise authorized by the Owner. PSI and Owner will cooperate with each other to coordinate such access and preparation of the work areas. PSI will not be called upon to start work until the mutually agreed upon access to the jobsite is provided and until sufficient areas are ready to ensure continued work until job completion. The performance of PSI's Work is contingent upon such agreed access to the job site and to the areas whereby PSI is to perform its work.

6. **SCHEDULE & FORCE MAJEURE.** After execution of this Contract, PSI shall be given a reasonable time in which to commence and complete the performance of the Work under this Contract ("Contract Time"). PSI shall not be liable or responsible for any loss, damage, costs, delay, default, or injury that is caused by acts, omissions, conditions, events or circumstances beyond its control or due to no fault of PSI or those for whom PSI is responsible, or due to any act, omission or neglect of the Owner or anyone under the Owner's control, including but not limited to: delays, hindrances or interferences caused by Owner, architect and/or engineers, or other contractors, subcontractors, suppliers or third parties; Concealed or Unknown Subsurface Conditions, Hazardous Conditions, changes ordered in the Work, armed conflict or economic dislocation resulting therefrom; embargos, shortages of labor, equipment or materials, production facilities or transportation; labor difficulties or disputes, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations, fires, floods, accidents, unusual or unanticipated weather conditions or precipitation and acts of God. IN NO EVENT SHALL PSI BE LIABLE FOR BUSINESS INTERRUPTION LOSSES OR CONSEQUENTIAL OR SPECULATIVE DAMAGES.

7. **WARRANTY.** PSI warrants that materials and equipment furnished by PSI will be of good quality and new; that the Work will be free from defects, and to the extent consistent with the standard of reasonable care and skill ordinarily used and exercised by contractors such as PSI in performing work for projects of the same type, kind, nature, complexity and size as the Project covered by this Contract, and as otherwise not inherent in the quality required or permitted; and that the Work will conform to the requirements of this Contract and the Owner's infrastructure standards. PSI warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the date of Substantial Completion ("Warranty Period"). THIS WARRANTY IS IN ADDITION TO ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

During the Warranty Period, upon fourteen days (14) written notice from the Owner, PSI shall, at its option, repair or replace the defective Work or equipment. PSI's warranty obligations shall lapse after the running of the Warranty Period. These warranties do not extend to any Work that has been repaired by others, abused, altered, misused, or that has not been properly and reasonably maintained. PSI shall not be responsible for damage to its work caused by others. Any repair work necessitated by such damage caused by others will be considered as an order for extra work. PSI will not be responsible for special, incidental, or consequential damages.

Nothing in the warranties provided herein are intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section. Upon expiration of the Warranty Period, PSI will assign the rights to any manufacturer's warranty and all other rights against manufacturers of materials and equipment and Owner accepts such assignment for all materials and equipment incorporated into the Work. The Owner agrees that after expiration of the Warranty Period, its sole remedy for defects or failure of materials or equipment is directly against such manufacturers and waives all rights against PSI for any defects or failures of such materials or equipment following Substantial Completion. PSI will provide the Owner with all manufacturers' warranties upon expiration of the Warranty Period. However, PSI's failure to do so does not waive or modify this provision.

8. **CONCEALED OR UNKNOWN CONDITIONS.** Should concealed or unknown subsurface conditions be encountered in an existing structure during the performance of PSI's Work that are of an unusual nature, differing materially from those ordinarily encountered and not generally recognized as inherent in work of the character provided for in this Contract, the Contract Price shall be equitably adjusted upon claim by the PSI, and mutually accepted by the Owner, for any increased costs.

9. **OWNER SCOPE MODIFICATIONS.** PSI agrees not to seek any change orders for additional costs incurred in performing the Work pursuant to the Scope of Work set forth above. However, in the event that the Owner modifies the Scope of Work and directs PSI to perform any additional or extra work outside the Scope of Work as set forth above, the Contract Price and Contract Time shall be adjusted accordingly. PSI shall not be obligated to perform scope modifications, including additional or extra work, unless PSI shall receive a written directive, signed by an authorized representative of Owner; provided, that work performed without the written directive of Owner, but made necessary by an emergency involving an immediate threat to the safety of persons or property, shall nevertheless serve as a basis for revising the Contract Price or Contract Time in accordance with this paragraph. The amount to be paid by Owner to PSI for any scope modifications, including additional or extra work, or the amount to be allowed by PSI, shall be determined as provided under the terms of the Contract, except, notwithstanding any provisions to the contrary in the Contract or elsewhere in the Contract Documents, PSI shall be entitled to an allowance of twelve percent (12%) for overhead and an allowance of six percent (6%) for profit, in addition to its actual costs for materials and labor on all scope modifications, including additional or extra work.

10. **MATERIALS.** All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.

11. **TAXES, PERMITS, AND FEES.** PSI shall be responsible for obtaining all permits and related permit fees associated with the Work. PSI shall secure the building permit and other permits and governmental, licenses, and inspections necessary for proper execution. All Owner required permit fees shall be waived, however PSI will be responsible for any other applicable governmental fees. The Owner shall be responsible for securing any necessary approvals, easements, assessments, or zoning changes and shall be responsible for real estate and personal property taxes where applicable.

12. **OWNER PROJECT CRITERIA.** In the event that Owner furnishes any criteria or design requirements, such as conceptual documents, design criteria, performance requirements and other Project-specific technical materials

and requirements for the Project which may describe the Owner's program requirements and objectives for the Project, including but not limited to the character, scope, use, space, price, time and scheduling requirements, relationships, forms, size and appearance of the Project, site and expandability requirements, materials and systems and, in general, their quality levels, performance standards, requirements or criteria, and major equipment layouts, submittal requirements and other requirements governing PSI's Work (defined herein collectively as "Owner Project Criteria"), then PSI shall have the right to rely on the information contained in the Owner's Project Criteria in performance of the Work, including the preparation of any drawings, plans and specifications.

13. **OWNER SERVICES AND INFORMATION.** Owner shall provide, at its own cost and expense, for PSI's information, as necessary and required to deliver the Scope or Work, and use the following, all of which PSI is entitled to rely upon in performing the Work: (1) To the extent available surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines; (2) Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper construction of the Project and enable PSI to perform the Work; (3) A legal description of the site; (4) To the extent available, as-built and record drawings of any existing structures at the Site; and (5) any other mutually agreed upon services and information.
14. **OWNER REPRESENTATIONS.** Owner represents, warrants and agrees that (i) it has obtained any consents, approvals, permissions and easements necessary for the work, excluding state and local permits and design releases being furnished by PSI pursuant to Paragraph 11, and has furnished all bonds or financial security called for by governmental authorities; (ii) job and site conditions are such that the work is ready to be started in normal course;; (iii) if the work is dependent upon or is to be undertaken in conjunction with other work, such other work shall be performed so as to permit PSI to perform the work without unusual or extraordinary effort or cost and in a normal uninterrupted single shift operation; (iv) it is the owner of the site; and, (v) all tap in, connection and other types of fees and charges have been fully paid.
15. **FINANCIAL ASSURANCES.** If requested by PSI, Owner shall furnish reasonable evidence satisfactory to PSI, prior to signing this Contract, or any time thereafter, that sufficient funds are available and committed for the entire cost of the Project, including payment in full of the Contract Price. If PSI elects to proceed with work without having received such evidence, it may stop work upon ten days' notice if such evidence has not been furnished within five days after such request.
16. **LIQUIDATED DAMAGES.** Owner shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be specifically named in this Contract and no liquidated damages may be assessed against PSI for delays or causes attributed to other contractors or arising outside the scope of this Contract.
17. **CLEANUP.** PSI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, PSI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials. PSI agrees at all times to keep the job site clean of debris arising out of its own operations, and Owner shall in no event back charge PSI for the Owner's cleanup costs without PSI's written consent, unless site remains unabated for a period greater than 10 days.
18. **SAFETY.** PSI shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property. PSI's responsibility for safety under this Section is not intended in any way to relieve any of PSI's subcontractors, suppliers or second or third tier subcontractors and suppliers of their own legal obligations and responsibility for complying with any applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property, and for taking

all necessary measures to implement and monitor reasonable safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

19. **HAZARDOUS MATERIALS.** Unless specifically noted in the Contract, PSI is not responsible for any hazardous conditions encountered on site. "Hazardous Conditions" are any materials, wastes, substances and chemicals deemed to be hazardous under applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project, the practices involved in the Project, or any Work. Unless specifically noted in the Contract, PSI's obligations expressly exclude any Work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of Hazardous Conditions, including but not limited to asbestos in or on the premises. Upon encountering any Hazardous Conditions, PSI will stop work until the Owner takes the necessary measures necessary to ensure that the Hazardous Conditions have been remediated or rendered harmless. Such measures and remediation are the responsibility of the Owner, not PSI.
20. **PSI INSURANCE.** Prior to commencing the Work, PSI shall provide a certificate of insurance to the Owner showing its insurance coverage, and PSI shall maintain such insurance in full force and effect at all times until the Work has been completed, in the following minimum amounts:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Commercial General Liability	
> General Aggregate	\$ 2,000,000
> Product & Completed Operations Aggregate	\$ 2,000,000
> Personal & Advertising Injury	\$ 1,000,000
> Each Occurrence	\$ 1,000,000
> Automobile Liability- Each Occurrence	\$ 1,000,000
> Workers Compensation	\$500,000/\$500,000/\$500,000
> Umbrella Policy in addition to individual coverage	\$10,000,000

The Owner and its consultants shall be additional insureds on the Contractor's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory as to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or policy limits not more than the amounts required under this Contract.

The insurance carriers shall have no right of subrogation against Owner and its consultants and their respective officers, directors, consultants, agents, and employees, and Contractor shall obtain from each of its subcontractors a waiver of subrogation on all insurance coverages required, including Commercial General Liability, Workers Compensation, Employers Liability and Automobile Liability, in favor of the parties identified herein with respect to losses arising out of or in connection with the Work on the Project.

PSI shall also purchase and maintain Builder's Risk insurance. The Builder's Risk insurance shall be maintained until Substantial Completion, unless otherwise agreed in writing by the parties to this Agreement. This Builder's Risk insurance shall include the interests of Owner, PSI, and PSI's subcontractors and sub-subcontractors in the Project as insureds. PSI shall disclose to the Owner the amount of any deductible for the Builder's Risk, and the Owner shall be responsible for the cost of any losses within the deductible.

21. **OWNER'S INSURANCE.** The Owner shall assume full responsibility for any risk of loss to Owner's property and premises (including any existing structure(s) and any other tangible property) other than damage to the Work itself. The Owner shall procure and maintain property insurance upon its property and premises (other than the Work itself).

22. **MUTUAL WAIVER OF SUBROGATION.** The Owner and PSI mutually waive all rights against each other, and each of their subcontractors and sub-subcontractors, for losses or damages to the extent such losses or damages are covered by Builder's Risk insurance under Paragraph No. 20 herein, except such rights as they may have to the proceeds of such insurance held by PSI as trustee. The Owner and PSI mutually waive all rights against each other (but not their respective subcontractors and sub-subcontractors, which rights are expressly reserved) for losses or damages covered by any insurance under Paragraph 21 herein, except such rights as either Owner or PSI may have to the proceeds of such insurance held by the Owner as trustee. Notwithstanding anything to the contrary herein, the mutual waivers of subrogation set forth herein shall not be deemed to waive any rights by either Owner or PSI to pursue recovery or payment from any party or entity of any deductible obligations for the Builder's Risk insurance or the insurance set forth in Paragraph 21 herein.

23. **BONDS.** Prior to commencement of the Work, PSI shall execute and deliver to Owner a 100% Performance Bond and 100% Payment Bond in an amount equal to the full Contract Price at the time this Contract is executed. The bond will be written with a company licensed to transact business in the State where the work is located and has a minimum A.M. Best Rating of A VII.

Notwithstanding anything to the contrary in the Contract or otherwise, these Bonds shall not guarantee or secure any of the Contract obligations that concern: (1) any guarantees or warranties with a term beyond one (1) year from the date of completion of the installation portion of the Contract; (2) any efficiency or energy savings guarantees without regard to the term of such guarantee obligations; and (3) any support or maintenance service agreements or obligations related to the Contract.

24. **OWNER'S REPRESENTATIVE.** The Owner designates the following individual as its Owner's Representative, who has authority to sign, execute and issue all documents or documentation on behalf of the Owner, and otherwise bind the Owner with respect to all matters requiring Owner's decision or approval:

Name: Richard B. Abernethy
Title: Interim City Manager
Address: 203 E. Wheatland Road, Duncanville, Texas 75116
Phone: (972) 780-5000

Owner's Representative, or their designee, shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit PSI to fulfill its obligations under this Contract. Owner's Representative, or their designee, shall also provide PSI with prompt notice if it observes any failure on the part of PSI to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work.

25. **PSI'S REPRESENTATIVE.** PSI designates the following individual as its Contractor's Representative, who has authority to sign, execute and issue all documents or documentation on behalf of PSI, and otherwise bind the PSI with respect to all matters requiring PSI's decision or approval:

Name: Joe Muldoon
Title: Vice President
Address: 801 E. Old Settlers Blvd, Suite 100, Round Rock, Texas 78664
Phone: (317) 713-1750
Fax: (317) 713-1751
Email: jmuldoon@performanceservices.com

26. **DISPUTE RESOLUTION.** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, PSI and Owner each commit to resolving such disputes or disagreements

in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. PSI and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Contractor's Representative and Owner's Representative. If a dispute or disagreement cannot be resolved through Contractor's Representative and Owner's Representative, senior executives of PSI and the Owner, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. If after the meeting between senior executives, the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Neither party may institute litigation under this Contract unless mediation has occurred, or good faith efforts to engage in mediation have occurred. The costs of mediation shall be borne equally by both parties. Any litigation shall be conducted in Dallas County and shall be governed by Texas law.

27. **INDEMNIFICATION.** PSI, to the fullest extent permitted by law, shall indemnify and hold harmless Owner, its officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of PSI or its subcontractors or suppliers, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable. Any such indemnification obligation of PSI shall be excused or discharged to the extent that the claim, damage, loss and expense, or event giving rise to the demand for indemnification, defense and hold harmless is caused in whole or in part by the acts or omissions of the Owner or any party sought to be indemnified. Likewise, the Owner, to the fullest extent permitted by law, shall indemnify and hold harmless PSI and any of PSI's officers, directors, employees, or agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors, or anyone for whose acts any of them may be liable. The Owner shall waive any rights of subrogation with regard to any damage to all real and personal property until all of the Work has been completed and accepted by the Owner.

28. EVENTS OF DEFAULT.

- (a) By Owner. The term Event of Default, as used in this Contract with respect to Owner, means the occurrence of any one or more of the following events: (i) Owner fails to make any payment, for an undisputed invoice, as it becomes due in accordance with the terms of this Contract, and any such failure continues for fourteen (14) days after the due date thereof; (ii) Owner fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by PSI; (iii) the discovery by PSI that any statement, representation or warranty made by Owner, legal, financial or otherwise, in this Contract or in any document ever delivered by Owner pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; or (iv) Owner becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Owner or of all or a substantial part of its assets, or fails to provide the financial assurances required by Paragraph No. 15.
- (b) By PSI. The term Event of Default, as used in this Contract with respect to PSI, means the occurrence of any one or more of the following events: (i) PSI's failure to perform its obligations in the manner and within the time prescribed by the terms of the IGA subject to the provisions of Paragraph No. 6; (ii) failure to pay, within 30 days of notice that payment is due, the amount required by the terms of the Guarantee; or (iii) failure to repair or replace defective equipment, material or workmanship within the Warranty Period within 60 days after receipt of notice from the Owner.

29. **REMEDIES.** Upon the occurrence of an Event of Default, either party may, at its option, exercise any right, remedy, or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate action to enforce the terms of this Contract, (ii) recover damage for the breach of this Contract, and (iii) rescind this Contract. In addition, the parties shall remain liable for all covenants and indemnities under this Contract, and for all attorney fees and other costs and expenses, including court costs, incurred with respect to the enforcement of any of the remedies listed above or any other remedy available to either party to this Contract.
30. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.** The Owner and PSI mutually waive any and all claims against each other for any and all consequential and/or speculative damages or losses and incidental costs and expenses arising out of or relating to the Contract and whether arising in contract, warranty, tort (including negligence), strict liability or otherwise. This mutual waiver includes:
- (a) damages incurred by the Owner for rental expenses, for losses of use, business interruption, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - (b) damages incurred by PSI for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
31. **OWNER'S REMEDIES.** The Owner's remedies with respect to equipment found to be defective in material or workmanship, or the installation thereof, shall be limited exclusively to the right of repair or replacement of such defective equipment. This paragraph in no way affects and/or limits the performance guarantee of PSI. In the event faulty equipment leads to the failure of PSI to meet its performance guarantee, PSI shall be responsible for meeting the requirements of the Performance Guarantee Agreement. IN NO EVENT SHALL PSI BE LIABLE FOR CLAIMS (INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON CONTRACT, STATUTE, TORT (NEGLIGENT OR INTENTIONAL), STRICT LIABILITY OR EXPRESS OR IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT, OR FAILURE OF SUCH EQUIPMENT, REGARDLESS OF THE CONFORMIITY WITH THE TERMS AND CONDITIONS THIS CONTRACT.
32. **ENFORCEMENT OF CONTRACT.** In the event that either party is required to enforce any of the terms and conditions of this Contract, or is entitled to recover from either party any damages or moneys, then such prevailing party shall be entitled to recover its attorney fees incurred for all investigation, negotiation, litigation, arbitration and other such services commonly performed by attorneys, and all court costs, fees paid to experts, arbitration fees and similar expenses.
33. **MODIFICATIONS.** Additions, deletions, and modifications to the Contract may be made upon the mutual written agreement of the parties. Such additions may include proposals from PSI for additional Work.
34. **NOTICES.** All notices or communications related to this Contract shall be in writing and shall be deemed served if and when sent by email, facsimile, U.S. mail or hand delivery to the representative listed in Paragraph Nos. 24 and 25 above.
35. **WAIVER.** No action or failure to act by the PSI shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

36. **SEVERABILITY.** Every provision of the Contract is intended to be severable such that, if any term or provision hereof is illegal or invalid for any reason whatsoever, such provision shall be severed from the Contract and shall not affect the validity of the remainder of the Subcontract.
37. **CONTROLLING LAW.** This Contract, and all matters arising out of or relating to it, shall be governed by and construed in accordance with the law of the State of Texas. Venue and forum for any action or proceeding shall be in a court of competent jurisdiction in Dallas County.
38. **SOFTWARE UPGRADES AND COMPATIBILITY; REMOTE ACCESS.** It is understood that from time to time operating software that may be an inherent part of Owner's facilities and/or the Project improvements will be upgraded and/or transitioned to new platform by the developer of such software, outside of the control of PSI. Owner shall be responsible for all costs associated with any and all software upgrades and/or compatibility requirements. In addition, during the Contract Time and the period of the Guarantee, Owner agrees to grant PSI remote access as necessary for the completion of the Scope of Work:
39. **PROHIBITION OF BOYCOTT ISREAL.** PSI verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
40. **PROBIBITION OF WORKING WITH TERRORIST ORGANIZATIONS.** In accordance with Chapter 2252 of the Texas Government Code, (a) PSI does not engage in business with Iran, Sudan or any foreign terrorist organization and (b) PSI is not listed by the Texas Comptroller as a terrorist organization as defined by Chapter 2252 of the Texas Government Code.

41. Funding and Non-Appropriation Clause

The awarding or continuation of this agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the CITY Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to elate shall be paid.

The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate Appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any Appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

Advanced Metering Infrastructure (AMI) Upgrade Project



*203 E. Wheatland Rd.
Duncanville, TX 75116*

Conducted by:

Performance Services

*801 E. Old Settlers Blvd
Suite 100
Round Rock, Texas 78664
January 2026*

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EXHIBIT A

INVESTMENT GRADE AUDIT



*203 E. Wheatland Rd.
Duncanville, TX 75116*

Conducted by:

Performance Services

*801 E. Old Settlers Blvd
Suite 100
Round Rock, Texas 78664
January 2026*

Water Meters: 13,176

I. EXECUTIVE SUMMARY

A. BACKGROUND

PSI was selected by the City of Duncanville in August 2020, to develop an Investment Grade Audit for an Energy Savings Performance Contract. This audit evaluated the 13,176 active meters located within the City as well as an Advanced Metering Infrastructure (AMI).

Site audits, including water meter testing and propagation studies were performed in October and November 2020.

City of Duncanville objectives for this project are as follows:

- Water meters that would maintain long term accuracy
- Increased water revenues through improved meter accuracy
- Installation of an AMI system to improve customer satisfaction
- Reduce future operational and maintenance costs

This report documents PSI's findings and recommendations. The data presented herein includes engineering and financial analyses, and savings calculation methodology associated with the water meters and AMI that are recommended by PSI.

Additionally, the City of Duncanville will benefit from new equipment installed to replace and modernize existing aged equipment infrastructure. These equipment replacements and improvements eliminate the need for the City of Duncanville to devote resources to fund and procure such repairs and replacements while benefiting the city's operations and reliability of services.

The following is a summary of the conservation measure types included in this project:

- Solid state water meters
- Advanced metering infrastructure
- Automated water billing

Project Benefits:

1. Improved water meter accuracy
2. Improved billing accuracy and timeliness
3. Cost savings
4. Increased revenue
5. Water meters with up to 20 years of accuracy
6. Minimize water system maintenance and operational costs

B. SYSTEMS ANALYZED

PSI has conducted a detailed assessment of water system assets for City of Duncanville.

This study focuses on residential & commercial water meters, water billing process and lost water throughout the City. PSI has identified areas for AMI water meters and increased operational efficiencies. Although there are numerous facilities and sites that comprise City of Duncanville, this study targeted the active water meters owned by the City. The following lists measures assessed in this report:

Table A1: List of Measures included in the Report

Site in Project Scope
Commercial Water Metering
Residential Water Metering
Meter Data Management
AMI Infrastructure
Customer Billing Portal

C. COMPOSITE PROJECT SUMMARY

Table A2: List of Recommended Utility Cost Reduction Measures

Utility Cost Reduction Measures		
Site	Solid State Water Meters	AMI
Residential Water Customers	◆	◆
Commercial Water Customers	◆	◆

Table A3: Summary of Project: Financial and Savings

Summary of Project		
Water/Sewer Savings	[kGal/yr]	82,219
Water/Sewer Savings	[\$/yr]	\$979,147
O&M Savings ¹	[\$/yr]	\$92,232
Implementation Cost	[\$]	\$11,900,000
Payback Period	[yr]	11.1
Total Net Savings	[\$]	\$1,071,379

This report identifies a measure combining water meter replacements and implementation of AMI. Collectively, these are the Utility Cost Reduction Measures (UCRMs) recommended by PSI. If implemented by PSI, these UCRMs will incur costs and deliver savings as summarized above. The savings account for interdependence of savings of individual UCRMs. All engineering, equipment, material, project management, and commissioning costs are included. PSI provides professionally managed, turnkey projects for customers and proposes this project as a single turnkey transaction. Although several subcontractors and vendors are involved, all will be managed by PSI.

TABLE A4: Summary of Utility Cost Reduction Measures and Project

UCRM No.	UCRM Title	ANNUAL SAVINGS				Project Cost (\$)	Payback (yrs.)	Estimated Project Lifetime (yrs.)
		Electric Energy (kWh/yr)	Water/Sewer (kgal/yr)	Water/Sewer (\$/yr)	O&M Savings			
1	Solid State Water Meters w/AMI		82,218.725	\$979,147	\$92,232	\$11,900,000	11.1	20
Totals		0	82,219	\$979,147	\$92,232	\$11,900,000	11.1	
Utility Assessment Report Cost		\$39,000	Included in above costs					
Project Cost Savings to Owner		\$1,071,379	Increased Revenue, Energy Savings and O&M Cost Reduction. Capital Cost Avoidance					
Construction Bonding Cost		\$238,000	Included in above costs					
IMPLEMENTATION TOTALS		\$11,900,000						
2nd Year M&V Service Cost		\$3,500	May be cancelled at any time					
Non Energy Savings (Water O&M)		\$92,232						
Financing Cost		\$0						

II. GENERAL SYSTEM DESCRIPTIONS

A. SYSTEM DESCRIPTION

The PSI audit team conducted on-site testing of the meters listed in Section 1 of this report and described in detail below. During the audit, PSI interviewed key staff members to gain a better understanding of the metering system.

In keeping with the goals of City of Duncanville while complying with requirements set forth by city and state legislation PSI, additionally was able to identify meters which were previously not billed for usage.

The City of Duncanville provides water and sewer services to residents and commercial businesses. There are different rates for water/waste water customers based on type of facility. Please refer to Section 4 – Utility Rate Schedule Analysis for detailed explanation and discussion of PSI's approach for addressing water/sewer billing rates.

The following tables provide detailed information gathered during our site audits of the systems included within this project. Additional general information follows:

- The City reads, bills and maintains 13,176 active water meters
- All but four water meters tested were functioning, but at various accuracies
- The City has installed Tyler Technologies utility billing software
- The City manually reads water meter and enters data into the utility software
- The City typically employs three full-time meter readers



C. UTILITY COST REDUCTION MEASURES (UCRMs)

Table A5: Utility Cost Reduction Measures

Utility Cost Reduction Measures		
Site	Solid State Water Meters	AMI
Residential Water Customers	◆	◆
Commercial Water Customers	◆	◆

D. UTILITY ANALYSIS METHODOLOGY

Performance Services has developed water baselines from utility data provided by the City of Duncanville. Water baselines were established by using averaged utility data.

Water savings/revenue increases were determined using standard engineering calculation spreadsheets. Concerning building simulation modeling, prior to calculating savings, baseline models were constructed that provided statistically valid baseline matches.

Savings calculations within the Appendix include the following:

- AMI and water meter upgrades

III. BASE YEAR WATER DATA

Table A6: Water & Sewer Baseline

Baseline Information	
Water Revenue:	\$9,534,988
Sewer Revenue:	\$9,800,000
Total Revenue:	\$19,334,988
Active Water Accounts:	13,176
Billed Baseline (kgal):	1,260,206

IV. UTILITY RATE SCHEDULE ANALYSES

A. WATER AND WASTEWATER SCHEDULE ANALYSIS

CITY OF DUNCANVILLE WATER RATES FOR CUSTOMERS EFFECTIVE 10/1/2019

NAME OF UTILITY: City of Duncanville Water Utility

RATE SCHEDULES ANALYZED:

- COMMERCIAL
- MULTIFAMILY
- RESIDENTIAL
- IRRIGATION

SUMMARY OF BILLING COMPONENT CHARGES:

2019 water volume rates for the City of Duncanville are shown in the tables below:

Table A7: Commercial Water Volume Rate:

Commercial

Gallons Used	Current
0-1,000 Gals.	\$14.00
2 -7,000 Gals.	\$3.38*
8 - 15,000 Gals.	\$4.41*
16-30,000 Gals.	\$5.45*
31 - Above Gals.	\$5.45*

* These are (per thousand gallon) charges

Table A8: Multi-Family Water Volume Rate:

Multi-Family

Gallons Used	Current
0-1,000 Gals.	\$14.00(per unit)
2 -7,000 Gals.	\$3.38*
8 - 15,000 Gals.	\$4.41*
16-30,000 Gals.	\$5.45*
31 - Above Gals.	\$5.45*

* These are (per thousand gallon) charges

Table A9: Residential Water Volume Rate:

Residential

Gallons Used	Current
0-1,000 Gals.	\$14.00
2 -7,000 Gals.	\$3.76*
8 - 15,000 Gals.	\$4.85*
16-30,000 Gals.	\$5.98*
31 - Above Gals.	\$7.09*

* These are (per thousand gallon) charges.

Table A10: Irrigation Water Volume Rate:

Irrigation

Gallons Used	Current
0-1,000 Gals.	\$14.00
2 -7,000 Gals.	\$3.85*
8 - 15,000 Gals.	\$4.98*
16-30,000 Gals.	\$6.11*
31 - Above Gals.	\$7.22*

* These are (per thousand gallon) charges.

Wastewater rates follow:

Table A11: Commercial, School, Municipal Wastewater Rate:

User Class	Current	
Commercial, School, Municipal	Fixed Rate	Variable
	\$9.07	\$9.07*

* These charges are per one thousand gallons and based on 85% of water consumed each given month.

Table A12: Multi-Family Apartments Wastewater Rate:

User Class	Current	
Multi-Family, Apartments	Fixed Rate	Variable
	\$9.07	\$9.25*

* These charges are per one thousand gallons and based on 90% of water consumed each given month.

Table A13: Residential Wastewater Rate:

User Class	Current	
Residential	Fixed Rate	Variable
	\$19.25	\$8.22*

* These charges are per one thousand gallons and based on a winter's month average.

AVOIDED COST OF WATER/WASTEWATER TO BE USED IN CALCULATIONS:

Table A14: Variable Water/Sewer Rate

Variable Water/Sewer Rate (Blended)	
\$11.91	\$/kgal

V. TECHNICAL ANALYSIS

A. UTILITY COST REDUCTION MEASURES

Table A15 identifies Utility Cost Reduction Measures (UCRM) that can be economically implemented as part of this guaranteed savings project for City of Duncanville. These UCRMs provide a reduction in consumption while also addressing City of Duncanville's need for necessary infrastructure improvements.

Table A15: Utility Cost Reduction Measure:

Measure Type:	Utility Cost Reduction Measure:
Water	Solid State Water Meters w/AMI

In addition to the savings associated with reduced apparent water loss, the City of Duncanville will also expect to realize other important benefits:

- Water system automation
- Guaranteed meter accuracy
- Customer leak detection
- Customer portal for tracking water usage
- Improved customer service
- O&M savings

Project scope of work specifics follow:

Table A16: UCRM-1 – Solid State Water Meters/AMI

Summary of UCRM 1: Water Meters w/AMI		
Water Savings:	82,219	kgal/yr
Cost Savings:¹	\$1,071,379	\$/yr
Implementation Cost:	\$11,900,000	\$
Payback Period:	11.1	Years

1. O&M Savings identified for project justification are included.

UCRM-1 Description:

This measure considers replacement of the existing residential and commercial water meters. Benefits include:

- Water Meters:
 - Accurate flow measurements at extended-low, low, medium, and high flows
 - No moving parts in residential flow measurements
 - Reduced maintenance
 - 20-year accuracy warranty on most meters
 - More accurate customer billing
 - More accurate and higher billed water/sewer revenues
- AMI:
 - Reduced Operations and Maintenance costs
 - Real-time customer billing data
 - Improved customer service

- Billing Integration:
 - Improved billing accuracy, customer experience, and timelines
 - Billing platform for future integrations
 - Reduce customer billing complaints.

Table A17: Quantity and Size of Meters in the Scope of Work

Meter Size	Quantity
5/8" x 3/4"	11,196
1"	1,327
1.5"	194
2"	376
3"	60
4"	23
Total	13,176

- All material made obsolete during this work will be disposed of according to state and local requirements.
- Scope includes furnishing the following spare water meters:
 - 10 – 5/8" x 3/4" water meters
 - 10 – 1" water meters
 - 2 – 1.5" water meters
 - 2 – 2" water meters
 - 1 – 3" water meters
 - 1 – 4" water meters

Detailed Scope:

- (11,196) 5/8" x 3/4" Badger E-series meters
- (1,327) 1" Badger E-series meters
- (194) 1.5" Badger E-series meters
- (376) 2" Badger E-series meters
- (60) 3" Badger E-series meters
- (23) 4" Badger E-series meters
- (1) Customer Engagement Portal
- (1) Mobile Reading System
- Replace up to (5,000) residential meter boxes & lids (5/8" to 1") in grass with **DFW1300-12-3K** boxes
- Replace up to (500) residential meter boxes & lids (1.5" to 2") in grass with **DFW1600-12-3K** boxes
- Replace up to (500) meter boxes & lids in concrete with heavy duty **DFW37C-12-AF3MKAF DNVL** boxes
- Replace up to (2000) meter boxes & lids in grass with heavy duty **DFW37C-12-AF3MKAF DNVL** boxes
- Replace up to (83) large vault meter boxes & lids with heavy duty **DFWB40WBC-14-AF3MBF DNVL** boxes
- Replace up to (400) residential meter box lids, non-traffic rated with holes for radios with **DFWB9C-AF3MQF DNVL NHK** lids
- Replace up to (500) round residential meter box lids, non-traffic rated with holes for radios with **DFW18AMR-AF3KF DNVL** lids
- Replace up to (4,193) residential meter box lids, non-traffic rated with holes for radios with **DFWB12C-AF3MQF DNVL NHK** lids

Solid State Water Meters:

Ultrasonic meters use solid-state technology in a compact, totally encapsulated, weatherproof, and UV-resistant housing, suitable for residential and commercial applications. Electronic metering provides information such as, rate of flow and reverse flow indication as well as data not typically available through traditional, mechanical meters and registers. Electronic metering eliminates measurement errors due to sand, suspended particles and pressure fluctuations.

Solid state technology meter features:

- Extended low-flow rate lower as compared to a typical positive displacement meter, allowing for very low water flows to register
- Simplified one-piece electronic meter and register that are integral to the meter body and virtually maintenance free.
- Sealed, non-removable, tamper-protected meter and register.
- Easy-to-read, 9-digit LCD display presents consumption, rate of flow, reverse-flow indication, and alarms.
- High resolution industry standard ASCII encoder protocol.

Solid state technology meters comply with applicable portions of the 2018 revision of ANSI/AWWA Standard C-715 and C-710 for accuracy and pressure loss requirements. The meters are also NSF/ANSI Standard 61 Annex F and G compliant and tested to AWWA standards.

AMI - Advanced Metering Infrastructure

Advanced metering systems are comprised of state-of-the-art electronic/digital hardware and software, which combine interval data measurement with continuously available remote communications. These systems enable measurement of detailed, time-based information and frequent collection and transmittal of such information to various parties. AMI or Advanced Metering Infrastructure typically refers to the full measurement and collection system that includes meters at the customer site, communication networks between the customer and a service provider, such as the City of Duncanville, and data reception and management systems that make the information available to the service provider.

For this project, AMI uses cellular connectivity to connect water meters to powerful analytics, giving the City of Duncanville all of the tools needed to optimize its utility management. Additionally, customer portals will allow water customers to manage and track their own water usage.

Benefits include:

- Web-Based Software
- Custom Integrations
- Device and Meter Readings
- Consumption Profiles
- Multi-Site Visibility
- Multiple Users
- Dashboard to Show Status
- Integrated Mapping
- Immediate data of water utility system
- Allows for proactive customer engagement
- Eliminate need for full time meter readers

- Minimize resources used for billing
- AMI integration with billing system
- Minimize customer billing complaints
- Improved customer service
- Estimated meter readings will virtually be eliminated
- The City of Duncanville will be able to collect the information necessary to generate water billing statements with minimal visitation to customer properties
- Customers will be able to track and monitor their water usage via their smart device
- Information will be integrated for billing, outage management and water theft prevention
- Monthly water bill data will be significantly enhanced with more detailed information
- The City of Duncanville will be able to provide more information about outages and interruptions, minimizing customer complaints and communication difficulties
- If a customer is moving, The City of Duncanville can read customer meters and provide a detailed bill as of the customer move date.

Savings were calculated using manufacturer data and spreadsheet calculations. Savings include reallocation of full-time meter readers and material cost savings associated with replacement of failed water meters. Documentation including saving calculations are included in the Appendix.

Owner Project Scope:

The following project related items are the Owner's responsibility to address as part of this project:

- Contracting and paying Munis for support with software integration
- The Owner, not PSI is responsible for water line leaks not at new water meter connections.

Owner Directed Allowance (ODA):

This project cost includes an owner's directed allowance (ODA) of \$500,000. This allowance is intended to be utilized to compensate for unforeseen items that occur during construction that are the responsibility of Owner under the terms of the Installation Contract. Specifically, the ODA will be used to address the following:

- Additional meters in excess of the defined quantities.
- Additional meter boxes and lids in excess of the defined quantities
- Levelling meter boxes to grade that are too sunken or too high up
- Meter replumbs as needed
- Replacing curb stops as needed

Any work that goes beyond the cost of this ODA is not included. However, the parties understand and agree that any abatement of Hazardous Materials, as defined in Section 19 of the Installation Contract, will be performed by the Owner outside of the Installation Contract and not utilizing contract or ODA funds. The parties further understand and agree that the ODA may be used secondarily for Owner-requested scope additions once the risk of unforeseen items has been minimized.

B. DETAILED COMMISSIONING PLAN

Systems Start-up and Commissioning & Operating Parameters

General

Performance Services shall commission all UCRMs, including major equipment and systems, to ensure they are set up to operate as intended and as required to achieve the guaranteed savings. During the final design and construction phases, Performance Services shall develop testing, commissioning and start-up procedures for the equipment, components and systems installed for the UCRMs. These procedures shall be in accordance with the manufacturers' guidelines, system performance objectives, and sequences of operation. Additionally, Performance Services will provide training and instruction for the operation and maintenance of the UCRMs.

Performance Services will provide and be responsible for the commissioning and start-up of all UCRMs at the City of Duncanville. This is accomplished as a continuation with the same team that developed, constructed and engineered the project. Commissioning is the act of statically and dynamically testing the installed equipment and systems, making sure the installed systems work and perform as they were designed. Although a simple concept, it is often overlooked but tremendously important. Because we guarantee performance, Performance Services has a vested interest that all systems, equipment, and controls work as designed and produce the intended results. The commissioning planning process begins during project development phase and is finalized during the implementation phase.

Performance Services believes that commissioning is a team activity, involving not only the Performance Services personnel, but also the customer's personnel, manufacturer's representatives, control technicians and the appropriate subcontractor. The commissioning plan is a valuable tool – for both Performance Services and all City of Duncanville stakeholders involved with the project. It will accomplish the following:

- Verify compliance with specific equipment installation requirements and UCRM design intent
- Verify compliance with a facility's specific performance requirements
- Establish UCRM functional testing protocol and parameters
- Identify unique or seasonal testing requirements
- Coordinate testing requirements for M&V purposes
- Verify completion of commissioning activities and customer concurrence as appropriate

During the Construction Phase, Performance Services will finalize a detailed commissioning plan specific to the UCRMs selected by City of Duncanville. Performance Services' commissioning is a comprehensive process that is an integral part of the design, construction, and operational phases of a project. It will, at a minimum, confirm that the systems and equipment installed by Performance Services fully function as intended and as designed.

The procedures, methods, documentation, and signoff requirements in the plan shall cover each phase of the commissioning process from pre-design through final acceptance and post-occupancy. All equipment will be fully tested and operationally verified in accordance with the manufacturer's operating parameters, requirements and recommendations. Additionally, Performance Services may utilize an authorized manufacturer's representative or qualified consulting engineer, to inspect and approve system installation for major equipment items (i.e., base stations, repeaters, meters, etc.)

Overview of Commissioning Process

Commissioning (Cx) is a systematic process of ensuring that all systems perform interactively according to the design intent and the UCRM performance requirements. This is achieved through a complete commissioning process;

beginning at the design phase with documented design and operating intent and continuing through construction and acceptance phases, with actual verification of performance.

Commissioning activities during the design phases are intended to achieve the following specific objectives:

- Provide a plan for the implementation of the commissioning process, including the initial scope of systems to be commissioned for the project.
- Ensure that the design and operational intent are clearly documented.
- Provide a design review focusing on system performance, maintainability, and adherence to UCRM performance requirements.
- Ensure that commissioning for the construction phase is adequately reflected in the bid documents.
- Ensure the various members of the commissioning team clearly understand their responsibilities in their commissioning roles.
- Ensure the applicable equipment and systems are installed properly and receive adequate preoperational checkout.
- Verify and document proper performance of equipment and systems.
- Ensure that operation and maintenance documentation is provided for the continued management of the facility after the construction project is complete.
- Ensure proper training of facilities management, Performance Services Operation & Maintenance and Performance Services Measurement & Verifications personnel.
- This plan does not provide a detailed explanation of required testing procedures. The detailed testing requirements and procedures will be found in the Commissioning Manual and contract specifications to be developed after IGA acceptance. Additionally, this plan does not provide extensive narrative on all commissioning concepts, as may be provided in other commissioning guides.

UCRM specific commissioning check lists will be provided as a separate submittal after the 100% design phase.

C. DETAILED PROJECT MANAGEMENT PLAN

The purpose of this plan is to provide the necessary controls, supervision, inspections, tests and documentation for the utility cost reduction measures and definable features of work (DFOW) required by the Contract. Conformance to this plan will ensure compliance with the Contract documents and applicable standards related to materials, equipment, craftsmanship, finish and functional performance. This plan will assure quality results in keeping with budget, scope and schedule requirements. The Performance Services project management planning is compatible with project management processes and knowledge bases developed by Project Management Institute for the Project Management Professional® certification.

This plan will be accomplished with a Four-Phase process:

- Preparatory
- Initial
- Follow-up
- Functional Testing & Commissioning

The Quality Control plan will cover all suppliers and subcontractors, as well as Performance Services staff.

Performance Services, through the utilization of this Quality Control Plan, strives to obtain a uniform, high quality level of workmanship throughout design, procurement, fabrication construction, start-up and functional testing. To achieve this standard, the following policies will be followed:

1. Assure high quality by maintaining supervised controls and written instructions governing quality control procedures and practice.
2. Establish clearly defined responsibilities and authorities responsible for compliance.
3. Comply with the contractual requirements, specifications, standards, and the Quality Control Plan.
4. Maintain a document tracking system that would provide objective evidence of compliance to the Contract documents.
5. Initiate proactive procedures which would anticipate and pre-empt deficient practices which might lead to unsatisfactory quality.
6. Identify discrepancies in quality for immediate corrective action.
7. Assure that corrective action is implemented properly and in a timely manner.

The Quality Control Assurance Team shall coordinate with jobsite personnel to assure compliance with the quality control requirements of the project, and successfully implement the procedures contained in this plan. The responsibilities of the Team are as follows:

- Provide review of design documents.
- Maintain documentation files and logs.
- Coordinate the quality control efforts of the subcontractors.
- Coordinate the activities of outside testing agencies.
- Check craftsman qualifications and certifications as part of standard submittal review.
- Conduct technical submittal reviews to support the Performance Services Construction Department.
- Lead the Preparatory Meetings.
- Develop and maintain the master inspection and test register and track completion of inspection and testing activities.
- Perform and document Initial, Follow-Up and Final inspections.
- Generate and manage Work Completion lists.
- Administer Discrepancy Reports.
- Administer the Final Punch List.
- Complete Construction Quality Control (CQC) Reports.

The Quality Control/Assurance process is designed to have direct effect on the work at the sites. The organization shall employ a four-phase process to provide the highest degree of accountability and compliance possible. The Four-phase process will be covered in detail in Section 6.0 Quality Control Process. This team and process are designed to prevent errors and omissions before they occur.

PREPARATORY PHASE – This phase shall be performed prior to beginning work on each URCM. Prior to the preparatory phase meeting, the Quality Control Assurance Team must examine carefully the contract plans and specifications for the particular feature of work. With a thorough knowledge of the Contract requirements, the Quality Control Assurance Team can assure all necessary items pertaining to the work are covered. The Quality Control Systems Manager is in charge of the meeting. He must ensure that the proper people representing the contractor and/or subcontractors who will be involved in the URCM and definable feature of work are present. He must provide notice to the Owner’s representative as to when the meeting will be held. A successful Preparatory Phase results in a clear understanding of the work and the standards to which the work will be evaluated. The meeting shall also result in a list of steps to be employed to ensure common deficiencies are eliminated. Minutes will be prepared and attached to the Construction Quality Control Daily Report.

INITIAL PHASE - This phase must be accomplished at the beginning of any URCM and definable feature of work. The “Initial Phase” will verify that control for the work developed in the “Preparatory Meeting” is implemented and the work is performed at the level of workmanship that is mutually agreed upon. This sets the standard of workmanship for this feature of work. This phase is where all differences are resolved. Safety is checked to include compliance with the

Environmental Site Specific Safety and Health Plan (ESSS&HP) and Activity Hazard Analysis is reviewed during the "Preparatory Meeting." The Owner's representative shall be notified in advance of the "Initial Phase" inspection. The results will be documented and attached to the Quality Control Daily Reports. The purpose is to ensure the work methods, materials, and the workmanship all comply with the approved design documents. The primary emphasis is on the effectiveness of the controls put into practice. Minutes will be prepared and attached to the CQC Daily Report.

FOLLOW-UP PHASE - This shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The Quality Control Assurance Team should continually refer back to the standards set in the "Preparatory and Initial Phases." The primary emphasis is on the continued effectiveness of the controls established in the Preparatory Phase and demonstrated in the Initial Phase. Both the QC Systems Manager and the CQC Manager will document this activity in their respective daily reports. The preceding phases were accomplished as a team. However this phase involves the separate observation of the QC Systems Manager and the CQC Manager.

FUNCTIONAL TESTING and COMMISSIONING PHASE - This is the final phase. Commissioning is critical in ensuring the system performs as intended per the contract.

D. CONSTRUCTION CLOSEOUT

Performance Services shall use all reasonable efforts to install the Equipment and perform all Services hereunder in accordance with the Installation Schedule and the Scope of work. Performance Services will cooperate and coordinate with City of Duncanville as to facilitate Performance Services performance.

Upon the completion of each URCM and/or per each location, Performance Services will request formal inspection from City of Duncanville. Each of the items of Equipment shall be inspected by Performance Services, City of Duncanville and Performance Services Contractor. These inspections can be scheduled on a weekly basis by means of the construction progress meeting to be held throughout the duration of the Project. The installation of Equipment and Performance Services related Services shall have achieved substantial completion ("Substantial Completion is defined as having beneficial use of equipment") when all Equipment has been physically constructed and installed in accordance with the Equipment/Services Scope Document, except for minor items of work that will not materially affect safe and substantial normal use and operation of the Equipment taken as a whole (such minor items of uncompleted work shall constitute the "Punch List") and the Equipment has successfully completed such operational tests, in accordance with operational standards established by the Equipment manufacturers.

When Performance Services determines that Substantial Completion has been achieved, Performance Services shall provide City of Duncanville a Substantial Completion Notice, along with a list of punch list items of work outstanding and request a formal inspection. City of Duncanville shall accept the Substantial Completion Notice if the applicable requirements of scope of work for that particular URCM have been satisfied and inspected. Within ten days after receipt of Performance Services Substantial Completion Notice, City of Duncanville shall inspect and respond to Performance Services in writing either confirming that Substantial Completion has been achieved or if reasonable cause exists, rejecting such Substantial Completion Notice and specifying in detail the reasons therefore.

If City of Duncanville rejects Performance Services Substantial Completion Notice and/or Punch List, Performance Services shall complete, correct or explain the deficient aspect of its Services, the Substantial Completion Notice or the Punch List, as the case may be, and shall submit an amended Substantial Completion Notice and/or Punch List, as appropriate, whereupon City of Duncanville shall once again respond thereto as provided above.

The date of Substantial Completion shall be deemed to be and relate back to the date upon which Performance Services submitted to City of Duncanville the Substantial Completion Notice which is either approved or deemed approved with comments or punch list by City of Duncanville.

Generally, the installation of Equipment and Performance Services related Services hereunder shall have achieved final completion ("Final Completion") when Substantial Completion has been achieved and all Punch List items have been completed. When Performance Services determines that Final Completion has been achieved, Performance Services shall provide City of Duncanville a Final Completion Notice. City of Duncanville shall accept Performance Services Final Completion Notice if the applicable requirements of the URCM have been satisfied. Within ten days after receipt of Performance Services Final Completion Notice, City of Duncanville shall respond to Performance Services in writing either confirming that Final Completion has been achieved or if reasonable cause exists, rejecting such Final Completion Notice and specifying the Punch List items which have not been completed.

If City of Duncanville rejects Performance Services Final Completion Notice, Performance Services shall complete, correct or explain the deficient aspect of its Services or the Final Completion Notice, as the case may be, and shall submit an amended Final Completion Notice, whereupon City of Duncanville shall once again respond thereto as provided above. The date of Final Completion shall be deemed to be and relate back to the date upon which Performance Services submitted to City of Duncanville the Final Completion Notice which is either approved or deemed approved.

E. POST CONSTRUCTION SERVICES

Performance Services Project Management staff will coordinate, schedule and provide training on all the UCRMs implemented. Operation and Maintenance Manuals will be provided in hard copy and electronically. The O&M Manuals will include product data, commissioning and Labor and Material warranties. The warranty documents will clearly outline the procedures for material and labor warranties. Performance Services will assist City of Duncanville with all warranty issues to ensure a quick, smooth and reasonable solution with all materials and workmanship.

Performance Services can offer and manage maintenance plans, re-commissioning plans to ensure that the equipment is maintained, operating properly and achieving the savings as required.

VI. PROJECT FINANCIAL ANALYSIS

The following provides details of the project necessary to quantify cost of installed equipment, guaranteed savings and payback.

Table A18: Overall Project Summary

UCRM No.	UCRM Title	ANNUAL SAVINGS				Project Cost (\$)	Payback (yrs.)	Estimated Project Lifetime (yrs.)	
		Electric Energy (kWh/yr)	Water/Sewer (kgal/yr)	Water/Sewer (\$/yr)	O&M Savings				
1	Solid State Water Meters w/AMI		82,218.725	\$979,147	\$92,232	\$11,900,000	11.1	20	
Totals		0	82,219	\$979,147	\$92,232	\$11,900,000	11.1		
Utility Assessment Report Cost		\$39,000	Included in above costs						
Project Cost Savings to Owner		\$1,071,379	Increased Revenue, Energy Savings and O&M Cost Reduction. Capital Cost Avoidance						
Construction Bonding Cost		\$238,000	Included in above costs						
IMPLEMENTATION TOTALS		\$11,900,000							
2nd Year M&V Service Cost		\$3,500	May be cancelled at any time						
Non Energy Savings (Water O&M)		\$92,232							
Financing Cost		\$0							

Table A19: 20 Year Cash Flow

City of Duncanville, TX								
Total Construction Cost							\$	11,900,000
Software integration (Munis)							\$	39,528
Total Construction amount including incidental expenses							\$	11,939,528
Term of Financing: 0 Years								
TOTAL AMOUNT FINANCED USING				INTEREST RATE:		\$ 11,939,528		
Savings				Payments				
Year	Additional Water Revenue	Water Department O&M Savings	Total	Annual Debt Service	Annual AMI Service Cost (SaaS & NaaS)	M&V Services	Total Annual Payments	Net Cash Flow \$
Construction	\$146,872		\$146,872	\$11,939,528	\$0	\$0	\$11,939,528	(\$11,792,656)
2027	\$979,147	\$92,232	\$1,071,379	\$0	\$0	\$0	\$0	\$1,071,379
2028	\$979,147	\$94,077	\$1,073,223	\$0	\$129,799	\$3,500	\$133,299	\$939,924
2028	\$979,147	\$95,958	\$1,075,105	\$0	\$133,693	\$3,500	\$137,193	\$937,912
2029	\$979,147	\$97,877	\$1,077,024	\$0	\$137,704	\$3,500	\$141,204	\$935,820
2030	\$979,147	\$99,835	\$1,078,981	\$0	\$141,835	\$3,500	\$145,335	\$933,647
2031	\$1,008,521	\$101,832	\$1,110,353	\$0	\$146,090	\$3,500	\$149,590	\$960,763
2032	\$1,038,777	\$103,868	\$1,142,645	\$0	\$150,472	\$3,500	\$153,972	\$988,672
2033	\$1,069,940	\$105,946	\$1,175,885	\$0	\$154,987	\$3,500	\$158,487	\$1,017,399
2034	\$1,102,038	\$108,064	\$1,210,103	\$0	\$159,636	\$3,500	\$163,136	\$1,046,966
2035	\$1,135,099	\$110,226	\$1,245,325	\$0	\$164,425	\$3,500	\$167,925	\$1,077,400
2036	\$1,169,152	\$106,809	\$1,275,961	\$0	\$186,991	\$3,500	\$190,491	\$1,085,470
2037	\$1,204,227	\$101,319	\$1,305,546	\$0	\$192,600	\$3,500	\$196,100	\$1,109,445
2038	\$1,240,354	\$95,078	\$1,335,431	\$0	\$198,378	\$3,500	\$201,878	\$1,133,553
2039	\$1,277,564	\$88,251	\$1,365,815	\$0	\$204,330	\$3,500	\$207,830	\$1,157,986
2040	\$1,315,891	\$81,915	\$1,397,806	\$0	\$210,460	\$3,500	\$213,960	\$1,183,846
2041	\$1,355,368	\$75,198	\$1,430,565	\$0	\$216,773	\$3,500	\$220,273	\$1,210,292
2042	\$1,396,029	\$69,031	\$1,465,060	\$0	\$223,277	\$3,500	\$226,777	\$1,238,284
2043	\$1,437,910	\$63,371	\$1,501,281	\$0	\$229,975	\$3,500	\$233,475	\$1,267,806
2044	\$1,481,047	\$58,174	\$1,539,221	\$0	\$236,874	\$3,500	\$240,374	\$1,298,847
2045	\$1,525,478	\$53,404	\$1,578,883	\$0	\$243,980	\$3,500	\$247,480	\$1,331,402
Total	\$23,800,000	\$1,802,464	\$25,602,463	\$11,939,528	\$3,462,277	\$66,500	\$15,468,305	\$10,134,158

Notes by Column:

- 1 The projections reflect the economic benefits over a 20 year term and during the construction period.
- 2 Additional water revenue with an assumed annual rate increase of 3% after first 5 years
- 3 O&M cost savings associated with meter reading expenses and new water meters at an escalation rate of 2%
- 4 Sum of Energy and Other Savings
- 5 Annual estimated debt service. Note, timing of debt service payments will be determined by lender
- 6 Annual service Cost. Assumes an annual increase for inflation of 3%
- 7 Annual maintenance labor cost increase during warranty/guarantee period.
- 8 Measurement and Verification Services.
- 9 Total projected annual payments
- 10 Represents net annual cash flow

VII. APPENDICES

- A – UTILITY RATE SCHEDULES
- B – MANUFACTURER'S LITERATURE
- C – DETAILED IMPLEMENTATION PLAN

A. UTILITY RATE SCHEDULES

Table A20: Commercial Water Volume Rate:

Commercial

Gallons Used	Current
0-1,000 Gals.	\$14.00
2 -7,000 Gals.	\$3.38*
8 - 15,000 Gals.	\$4.41*
16-30,000 Gals.	\$5.45*
31 - Above Gals.	\$5.45*

* These are (per thousand gallon) charges

Table A21: Multi-Family Water Volume Rate:

Multi-Family

Gallons Used	Current
0-1,000 Gals.	\$14.00(per unit)
2 -7,000 Gals.	\$3.38*
8 - 15,000 Gals.	\$4.41*
16-30,000 Gals.	\$5.45*
31 - Above Gals.	\$5.45*

* These are (per thousand gallon) charges

Table A22: Residential Water Volume Rate:

Residential

Gallons Used	Current
0-1,000 Gals.	\$14.00
2 -7,000 Gals.	\$3.76*
8 - 15,000 Gals.	\$4.85*
16-30,000 Gals.	\$5.98*
31 - Above Gals.	\$7.09*

* These are (per thousand gallon) charges.

Table A23: Irrigation Water Volume Rate:

Irrigation

Gallons Used	Current
0-1,000 Gals.	\$14.00
2 -7,000 Gals.	\$3.85*
8 - 15,000 Gals.	\$4.98*
16-30,000 Gals.	\$6.11*
31 - Above Gals.	\$7.22*

* These are (per thousand gallon) charges.

Wastewater rates follow:

Table A24: Commercial, School, Municipal Wastewater Rate:

User Class	Current	
Commercial, School, Municipal	Fixed Rate	Variable
	\$9.07	\$9.07*

* These charges are per one thousand gallons and based on 85% of water consumed each given month.

Table A25: Multi-Family Apartments Wastewater Rate:

User Class	Current	
Multi-Family, Apartments	Fixed Rate	Variable
	\$9.07	\$9.25*

* These charges are per one thousand gallons and based on 90% of water consumed each given month.

Table A26: Residential Wastewater Rate:

User Class	Current	
Residential	Fixed Rate	Variable
	\$19.25	\$8.22*

* These charges are per one thousand gallons and based on a winter's month average.

B. MANUFACTURER'S LITERATURE

UCRM 1: SOLID STATE WATER METERS W/ AMI



C. DETAILED IMPLEMENTATION PLAN













City of Duncanville Water Meter AMI Project						
ID		Task Mode	Task Name	Duration	Start	Finish
1			City of Duncanville-Water Meter AMI Project Delivery	384.8 days	Tue 2/3/26	Mon 7/26/27
2			Contract Execution	0 days	Tue 2/3/26	Tue 2/3/26
3			Pre-Construction	105 days	Tue 2/3/26	Mon 6/29/26
4			Material Procurement - Meters	5 mons	Tue 2/10/26	Mon 6/29/26
5			Meter Installation Subcontract	10 days	Tue 2/3/26	Mon 2/16/26
6			Coordinate, Set-up MDM System	40 days	Tue 2/17/26	Mon 4/13/26
7			Billing System Interface to MDM (by owner)	2 mons	Tue 2/17/26	Mon 4/13/26
8			Meter Deployment	314.8 days	Tue 4/14/26	Mon 6/28/27
9			Meter Installations - Base Bid	14 mons	Tue 4/14/26	Mon 6/28/27
10			Project Closeout (Punchlist-Project	20 days	Mon 6/28/27	Mon 7/26/27

EXHIBIT B

PROJECT IMPROVEMENT LIST



*203 E. Wheatland Rd.
Duncanville, TX 75116*

Conducted by:

Performance Services

*801 E. Old Settlers Blvd
Suite 100
Round Rock, Texas 78664
January 2026*

Table B1 identifies Utility Cost Reduction Measures (UCRM) that can be economically implemented as part of this guaranteed savings project for City of Duncanville. These UCRMs provide a reduction in consumption while also addressing City of Duncanville’s need for necessary infrastructure improvements.

Table B1: Utility Cost Reduction Measure:

Measure Type:	Utility Cost Reduction Measure:
Water	Solid State Water Meters w/AMI

In addition to the savings associated with reduced apparent water loss, the City of Duncanville will also expect to realize other important benefits:

- Water system automation
- Guaranteed meter accuracy
- Customer leak detection
- Customer portal for tracking water usage
- Improved customer service
- O&M savings

Project scope of work specifics follow:

Table B2: UCRM-1 – Solid State Water Meters/AMI

Summary of UCRM 1: Water Meters w/AMI		
Water Savings:	82,219	kgal/yr
Cost Savings:¹	\$1,071,379	\$/yr
Implementation Cost:	\$11,900,000	\$
Payback Period:	11.1	Years

1. O&M Savings identified for project justification are included.

UCRM-1 Description:

This measure considers replacement of the existing residential and commercial water meters. Benefits include:

- Water Meters:
 - Accurate flow measurements at extended-low, low, medium, and high flows
 - No moving parts in residential flow measurements
 - Reduced maintenance
 - 20-year accuracy warranty on most meters
 - More accurate customer billing
 - More accurate and higher billed water/sewer revenues
- AMI:
 - Reduced Operations and Maintenance costs
 - Real-time customer billing data
 - Improved customer service

- Billing Integration:
 - Improved billing accuracy, customer experience, and timelines
 - Billing platform for future integrations
 - Reduce customer billing complaints.

Table B3: Quantity and Size of Meters in the Scope of Work

Meter Size	Quantity
5/8" x 3/4"	11,196
1"	1,327
1.5"	194
2"	376
3"	60
4"	23
Total	13,176

- All material made obsolete during this work will be disposed of according to state and local requirements.
- Scope includes furnishing the following spare water meters:
 - 10 – 5/8" x 3/4" water meters
 - 10 – 1" water meters
 - 2 – 1.5" water meters
 - 2 – 2" water meters
 - 1 – 3" water meters
 - 1 – 4" water meters

Detailed Scope:

- (11,196) 5/8" x 3/4" Badger E-series meters
- (1,327) 1" Badger E-series meters
- (194) 1.5" Badger E-series meters
- (376) 2" Badger E-series meters
- (60) 3" Badger E-series meters
- (23) 4" Badger E-series meters
- (1) Customer Engagement Portal
- Replace up to (5,000) residential meter boxes & lids (5/8" to 1") in grass with **DFW1300-12-3K** boxes
- Replace up to (500) residential meter boxes & lids (1.5" to 2") in grass with **DFW1600-12-3K** boxes
- Replace up to (500) meter boxes & lids in concrete with heavy duty **DFW37C-12-AF3MKAF DNVL** boxes
- Replace up to (2000) meter boxes & lids in grass with heavy duty **DFW37C-12-AF3MKAF DNVL** boxes
- Replace up to (83) large vault meter boxes & lids with heavy duty **DFWB40WBC-14-AF3MBF DNVL** boxes
- Replace up to (400) residential meter box lids, non-traffic rated with holes for radios with **DFWB9C-AF3MQF DNVL NHK** lids

- Replace up to (500) round residential meter box lids, non-traffic rated with holes for radios with **DFW18AMR-AF3KF DNVL** lids
- Replace up to (4,193) residential meter box lids, non-traffic rated with holes for radios with **DFWB12C-AF3MQF DNVL NHK** lids

Solid State Water Meters:

Ultrasonic meters use solid-state technology in a compact, totally encapsulated, weatherproof, and UV-resistant housing, suitable for residential and commercial applications. Electronic metering provides information such as, rate of flow and reverse flow indication as well as data not typically available through traditional, mechanical meters and registers. Electronic metering eliminates measurement errors due to sand, suspended particles and pressure fluctuations.

Solid state technology meter features:

- Extended low-flow rate lower as compared to a typical positive displacement meter, allowing for very low water flows to register
- Simplified one-piece electronic meter and register that are integral to the meter body and virtually maintenance free.
- Sealed, non-removable, tamper-protected meter and register.
- Easy-to-read, 9-digit LCD display presents consumption, rate of flow, reverse-flow indication, and alarms.
- High resolution industry standard ASCII encoder protocol.

Solid state technology meters comply with applicable portions of the 2018 revision of ANSI/AWWA Standard C-715 and C-710 for accuracy and pressure loss requirements. The meters are also NSF/ANSI Standard 61 Annex F and G compliant and tested to AWWA standards.

AMI - Advanced Metering Infrastructure

Advanced metering systems are comprised of state-of-the-art electronic/digital hardware and software, which combine interval data measurement with continuously available remote communications. These systems enable measurement of detailed, time-based information and frequent collection and transmittal of such information to various parties. AMI or Advanced Metering Infrastructure typically refers to the full measurement and collection system that includes meters at the customer site, communication networks between the customer and a service provider, such as the City of Duncanville, and data reception and management systems that make the information available to the service provider.

For this project, AMI uses cellular coverage to connect water meters to powerful analytics, giving the City of Duncanville all the tools needed to optimize its utility management. Additionally, customer portals will allow water customers to manage and track their own water usage.

Benefits include:

- Web-Based Software
- Custom Integrations

- Device and Meter Readings
- Consumption Profiles
- Multi-Site Visibility
- Multiple Users
- Dashboard to Show Status
- Integrated Mapping
- Immediate data of water utility system
- Allows for proactive customer engagement
- Eliminate need for full time meter readers
- Minimize resources used for billing
- AMI integration with billing system
- Minimize customer billing complaints
- Improved customer service
- Estimated meter readings will virtually be eliminated
- The City of Duncanville will be able to collect the information necessary to generate water billing statements with minimal visitation to customer properties
- Customers will be able to track and monitor their water usage via their smart device
- Information will be integrated for billing, outage management and water theft prevention
- Monthly water bill data will be significantly enhanced with more detailed information
- The City of Duncanville will be able to provide more information about outages and interruptions minimizing customer complaints and communication difficulties
- If a customer is moving, The City of Duncanville can read customer meters and provide a detailed bill as of the customer move date.

Savings were calculated using manufacturer data and spreadsheet calculations. Savings include reallocation of full-time meter readers and material cost savings associated with replacement of failed water meters. Documentation including saving calculations are included in the Appendix.

Owner Project Scope:

The following project related items are the Owner’s responsibility to address as part of this project:

- Contracting and paying Munis for support with software integration
- The Owner, not PSI is responsible for water line leaks not at new water meter connections.

Owner Directed Allowance (ODA):

This project cost includes an owner’s directed allowance (ODA) of \$500,000. This allowance is intended to be utilized to compensate for unforeseen items that occur during construction that are the responsibility of Owner under the terms of the Installation Contract. Specifically, the ODA will be used to address the following:

- Additional meters in excess of the defined quantities.
- Additional meter boxes and lids in excess of the defined quantities
- Levelling meter boxes to grade that are too sunken or too high up
- Meter replumbs as needed
- Curb stop replacement as needed.

Any work that goes beyond the cost of this ODA is not included. However, the parties understand and agree that any abatement of Hazardous Materials, as defined in Section 19 of the Installation Contract, will be performed by the Owner outside of the Installation Contract and not utilizing contract or ODA funds. The parties further understand and agree that the ODA may be used secondarily for Owner-requested scope additions once the risk of unforeseen items has been minimized.

EXHIBIT C

MEASUREMENT AND VERIFICATION PLAN



*203 E. Wheatland Rd.
Duncanville, TX 75116*

Conducted by:

Performance Services

*801 E. Old Settlers Blvd
Suite 100
Round Rock, Texas 78664
January 2026*

January 20, 2026

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This document contains Performance Services Trade Secrets and Confidential information to be used by the addressee for evaluating the PSI proposal. Addressee shall not disclose the Confidential information to third parties without written consent of Performance Services. PSI's right by Texas Law allows us to omit items that are requested by an FOIA request if we deem the materials being requested are proprietary and/or trade secrets.

Pursuant to the terms of that certain Energy Performance Contract between City of Duncanville ("Duncanville") and Performance Services, Inc. ("ESCO") dated May 2024 (the "Contract"), ESCO shall perform the energy and water savings measurement and verification as defined within this Measurement and Verification Plan (the "Plan").

GUARANTEED SAVINGS

ESCO shall guarantee energy savings ("Energy Savings") pursuant to the terms of Exhibit D to the Contract, the Performance Guarantee Agreement (the "Guarantee"). The term of the Plan shall equal the term of the Guarantee. Energy Savings are calculated based on the installation of Utility Cost Reduction Measures ("UCRMs") which are designed to reduce water/sewer usage (kgal).

Operational savings ("Operational Savings") for maintenance, as identified and calculated in Exhibit A to the Contract, Investment Grade Audit (the "IGA"), are agreed to and stipulated by Duncanville for the term of the Guarantee. ESCO and Duncanville agree for the term of the Guarantee that the annual Utility Rate escalation factor will be 0% for water and sewer for first 5 years of contract term followed by 3% annually.

Energy Savings and Operational Savings shall be collectively referred to herein as "Guaranteed Savings".

Schedule A of the Plan contains the methodology and calculations used to determine Guaranteed Savings achieved as a result of the installation of the UCRMs, as well as the methodology that ESCO will use to measure, verify, and report on Guaranteed Savings achieved annually during the term of the Guarantee.

Pursuant to the Guarantee, Guaranteed Savings are as follows:

Table C1: Guaranteed Savings

UCRM No.	UCRM Title	ANNUAL SAVINGS				Project Cost (\$)	Payback (yrs.)	Estimated Project Lifetime (yrs.)
		Electric Energy (kWh/yr)	Water/Sewer (kgal/yr)	Water/Sewer (\$/yr)	O&M Savings			
1	Solid State Water Meters w/AMI		82,218.725	\$979,147	\$92,232	\$11,900,000	11.1	20

Table C2: Annual Savings

City of Duncanville, TX								
Total Construction Cost							\$	11,900,000
Software integration (Munis)							\$	39,528
Total Construction amount including incidental expenses							\$	11,939,528
Term of Financing: 0 Years								
TOTAL AMOUNT FINANCED USING				INTEREST RATE:		\$	11,939,528	
Savings				Payments				
Year	Additional Water Revenue	Water Department O&M Savings	Total	Annual Debt Service	Annual AMI Service Cost (SaaS & Naas)	M&V Services	Total Annual Payments	Net Cash Flow \$
1	2	3	4	5	6	8	9	10
Construction	\$146,872		\$146,872	\$11,939,528	\$0	\$0	\$11,939,528	(\$11,792,656)
2027	\$979,147	\$92,232	\$1,071,379	\$0	\$0	\$0	\$0	\$1,071,379
2028	\$979,147	\$94,077	\$1,073,223	\$0	\$129,799	\$3,500	\$133,299	\$939,924
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2044	\$1,481,047	\$58,174	\$1,539,221	\$0	\$236,874	\$3,500	\$240,374	\$1,298,847
2045	\$1,525,478	\$53,404	\$1,578,883	\$0	\$243,980	\$3,500	\$247,480	\$1,331,402
Total	\$23,800,000	\$1,802,464	\$25,602,463	\$11,939,528	\$3,462,277	\$66,500	\$15,468,305	\$10,134,158

Notes by Column:

- 1 The projections reflect the economic benefits over a 20 year term and during the construction period.
- 2 Additional water revenue with an assumed annual rate increase of 3% after first 5 years
- 3 O&M cost savings associated with meter reading expenses and new water meters at an escalation rate of 2%
- 4 Sum of Energy and Other Savings
- 5 Annual estimated debt service. Note, timing of debt service payments will be determined by lender
- 6 Annual service Cost. Assumes an annual increase for inflation of 3%
- 7 Annual maintenance labor cost increase during warranty/guarantee period.
- 8 Measurement and Verification Services.
- 9 Total projected annual payments
- 10 Represents net annual cash flow

Table C3: Annal Measurement & Verification Fee

Year	M&V Services
1	8
Construction	\$0
2027	\$0
2028	\$3,500
2028	\$3,500
2029	\$3,500
2030	\$3,500
2031	\$3,500
2032	\$3,500
2033	\$3,500
2034	\$3,500
2035	\$3,500
2036	\$3,500
2037	\$3,500
2038	\$3,500
2039	\$3,500
2040	\$3,500
2041	\$3,500
2042	\$3,500
2043	\$3,500
2044	\$3,500
2045	\$3,500
Total	\$66,500

INFORMATION AND ITEMS TO BE FURNISHED BY DUNCANVILLE:

Duncanville shall furnish to ESCO any design, construction, maintenance, or operating documents/manuals; utility billing data for water/sewer consumption, bills and other information necessary to provide services under the Plan. To the fullest extent possible, information shall be delivered or made available in electronic media form and universal file formats (Text, comma delimited files, PDF, JPEG).

During the term of the Plan, Duncanville shall furnish a secure area for the storage of required materials and provide and arrange access for ESCO to such secure area as may be necessary for expeditious and orderly performance of the services under the Plan.

UTILITY RATES AND BASELINE ASSUMPTIONS:

The Guaranteed Savings shall be based on the utility cost per unit established and agreed to by both parties which is defined in the Energy, Water, Sewer, and O&M Rate Data section of the Plan – Exhibit A. For each year, the dollar savings shall be calculated based on the baseline unit cost of water and sewer as defined within Schedule A of the Plan including escalation. This includes, but is not limited to, assumptions about facility usage, occupancy, operating schedules, anticipated increases/decreases in population, configuration, and equipment. Changes to any or all assumptions will be cause for adjustment of the Guaranteed Savings baseline as agreed to by both parties.

BASELINE CONDITIONS:

The baseline conditions for calculation of the Guaranteed Savings are set forth in Schedule A of the Plan. If the actual conditions vary from the baseline conditions during the term of the Guarantee, the Guaranteed Savings calculations shall be adjusted to reflect the new baseline conditions.

ANNUAL REPORT:

ESCO will prepare and submit to Duncanville an annual M&V report within ninety (90) days of the anniversary of commencement date of the Plan. A sample annual report has been included within the Appendix of the IGA.

FEES AND PAYMENTS:

Duncanville shall pay ESCO an annual fee for the performance of the services described in the Plan, pursuant to Table 3 above (the "M&V Fee"). ESCO shall invoice Duncanville for the M&V Fee semi-annually in advance. Failure to pay the M&V Fee shall be grounds for termination of the Guarantee by ESCO.

MANNER AND TIME OF PAYMENT:

The invoice shall be supported by such documents as Duncanville shall reasonably require. Payment shall be due thirty (30) calendar days after the invoice date.

If Duncanville, in good faith, disputes any portion of the invoice, Duncanville shall advise ESCO in writing of the disputed portion and the undisputed portion of the invoiced amount shall be due thirty (30) calendar days after the invoice date. Duncanville's liability for non-payment shall be governed in accordance with the Texas Prompt Payment Act.

SHORTFALL PAYMENT:

Within ninety (90) days after the completion of each annual period and receipt by ESCO of all required information, ESCO shall submit to Duncanville an annual Report verifying and supporting the actual savings achieved for the preceding annual period and comparing it to the Guaranteed Savings. The Report shall include measurements, documentation and savings calculations used to support the reported savings for the period. Any shortfall in savings for an annual period shall be specifically identified in the Report, and any shortfall amount shall be paid by ESCO to Duncanville within thirty (30) days of the submission of the annual Report. The maximum shortfall in any one-year

period is limited to the annual guaranteed energy savings amount identified in Table 2.

EARLY TERMINATION OF M&V:

Duncanville, at its sole discretion, may elect to terminate the Plan and the Guarantee after the end of the first year. Any such termination of the M&V Plan and the Guarantee shall be submitted in writing by an authorized agent of Duncanville to ESCO. Upon receipt of such termination, ESCO shall have no further obligations or liability with respect to the Plan or the Guarantee.

MATERIAL CHANGES TO UCRM:

From time to time, Duncanville may need to make changes or modifications to its facilities, which may affect the M&V Plan and/or the Guarantee. Minor changes to facilities can be accommodated by means of a baseline and or savings adjustment, subject to agreement by both parties. Any major change affecting more than 25% of the Guaranteed Savings for any given UCRM or facility or more than 10% of the total Guaranteed Savings shall be classified as a "Material Change" and shall be cause for full or partial termination of the Plan and Guarantee.

Upon formal notification of a qualifying Material Change by Duncanville, ESCO will prepare and submit, within 30 days, a termination proposal for the Guarantee and the Plan, which shall be reasonably agreed to by the parties.

EQUIPMENT MAINTENANCE AND OPERATION RESPONSIBILITY:

Duncanville agrees to maintain its facilities, systems affecting water consumption, such that the condition of the facilities during the term of the Guarantee is at least equal to their condition at the completion of this Contract. Duncanville also agrees to properly maintain (in accordance with manufacturer's guidelines and specifications) all new and existing equipment and operate all new and existing systems as described in the Proposal, Contract and Guarantee. If Duncanville fails to operate its facilities as described herein and such failure results in reduced Energy Savings or Operational Savings, then the Guarantee and the Plan shall be adjusted accordingly.

BASELINE ENERGY CONSUMPTION & METHODS TO ADJUST

The Baseline for Energy and Water/Sewer annual consumption has been established through analysis of utility billing data and analysis of data trends acquired by Performance Services during the IGA. The following table contains the agreed upon baselines for this project.

Table C4: Water/Sewer Baseline

Baseline Water Production & Billing	Baseline (Average)	
Water Production	1,451,787,755	gallons
Billed Metered	1,260,206,000	gallons

Table C5: Baseline Water Flow by Meter Size

Water Meter Size	% Flow by Meter
5/8"x3/4"	54.5%
1"	17.3%
1.5"	4.8%
2"	15.2%
3"	4.9%
4"	3.3%
TOTAL	100.0%

Methods to Adjust Utility Consumption

Adjustments

In the basic equation used to determine savings shown below (General Savings Equation), adjustments are sometimes required to account for changes unrelated to the UCRM that affect utility use. Such adjustments may account for changes in weather, occupancy, or other factors between the baseline and performance periods.

General Savings Equation:

$$\text{Savings} = (\text{Post Installation Measured Water} - \text{Baseline Measured Water}) \pm \text{Adjustments}$$

The purpose of adjustments is to express both baseline and post-installation utility under the same set of conditions. The modifications to the savings can be further distinguished as routine and non-routine adjustments, as shown in the Expanded Utility Savings Equation.

Utility Savings Equation:

$$\text{Savings} = (\text{Post Installation Measured Water} - \text{Baseline Measured Water}) \pm \text{Routine Adjustments} \pm \text{Non Routine Adjustments}$$

Routine Adjustments

Routine adjustments are used to account for expected variations in independent variables and utility use. These adjustments often use regression analysis to correlate and adjust utility use to independent variables such as weather, but simple comparisons may also be employed. Routine adjustments are used to normalize utility use as a function of one or more independent parameters such as temperature, humidity, or meals served.

Normalizing utility savings to a prescribed set of conditions is a very important technique used in ESPC projects. Using a fixed set of conditions for both the baseline and performance period cases, such as average weather conditions and the corresponding cooling load profile, allows the risks associated with these operational factors to be reduced.

Alternatively, baseline and performance period conditions could be normalized to either baseline or performance period conditions. If performance period conditions are used to adjust the baseline case, the savings calculated will estimate the actual avoided utility use for that period.

One of the key assumptions made when normalizing savings is that the performance period utility use will have a predictable relationship to the independent variables to be standardized. The baseline model will be completely defined in the contract, but the performance period model will need to be developed from measured data collected during the performance period. Typically, a valid baseline model indicates that a similar performance period model can be successfully developed.

Once the baseline and performance period models of the meter's water consumption and the parameter(s) are established and validated, the standardized values of the independent parameters can be used to drive both models and calculate savings.

Therefore, a project-specific M&V Plan should identify critical independent variables, explain how these variables will be measured or documented, and discuss how they will be used in the empirical models. Additionally, assumptions and mathematical formulas used in the M&V Plan must be clearly stated, and the validity of any mathematical model used should be verified.

Non-Routine Adjustments

Non-routine adjustments are used to compensate for unexpected changes in utility driving factors, such as facility size, operating hours, and facility use. These factors must be monitored for change to ensure that they are not affecting the performance of the utility conservation measure. Tracking these factors is primarily a concern for projects using whole-building options (Options C & D). Option A approaches typically avoid these types of adjustments as many of the factors that could change are stipulated. If future changes are expected, the M&V Plan should incorporate methods for making these non-routine adjustments.

Interactive Effects

It is commonly understood that UCRMs and utility systems interact with one another. Reduced lighting loads, for example, can reduce air conditioning utility consumption (a cooling bonus), but increase heating consumption (a heating penalty).

Whole-building M&V approaches such as building simulation or utility billing analysis account for these types of interactive effects, whereas retrofit isolation M&V approaches do not.

When using retrofit isolation M&V Options A and B, careful consideration must be given to dealing with interaction between UCRMs. One must properly account for interactive effects and avoid double-counting of savings, which can occur inadvertently if interactions are not carefully considered.

Care must be taken to account for the reduced cooling loads due to the change in lighting. In addition, the cooling bonus should be based on the efficiency of the new cooling equipment. In general, the possibility of double-counting utility savings can be reduced by considering one UCRM at a time.

The later UCRMs should start (the baseline condition) from the performance period condition of the previous UCRMs. For related UCRMs, such as lighting efficiency and lighting controls, double-counting can sometimes be avoided by using a single equation to determine savings from both measures.

Methodologies for determining some of the more common interactions have been developed. However, detailed relationships between many dissimilar but interactive UCRMs are not known, and the methods for measuring interactive effects are not cost-effective for many applications. For projects using retrofit isolation approaches (Options A or B), one of three approaches can be taken to account for savings associated with interactive effects between UCRMs. These approaches are as follows:

- Ignore interactive effects.
- Use mutually agreed-upon values that are based on the site-specifics of the building and HVAC equipment types. The values can be developed based on computer model simulations for typical building conditions or assigned based on available information for typical buildings.
- Develop a site-specific method to measure and estimate interactive effects. The Owner and/or ESCO will need to agree on the merit and reasonableness of the proposed approach, which may include directly measuring the effects.

SCHEDULE A – MEASUREMENT & VERIFICATION

The purpose of the Measurement and Verification (M&V) Plan is to establish the method by which the calculated utility savings for the project are proven. Duncanville shall provide Performance Services with the necessary data, including utility bills, and access to buildings and equipment proposed to be installed under the Scope of Work. Duncanville will also provide access to building automation system information and any other facility Operating and Maintenance data as needed for Performance Services to perform the M&V as described herein. Preferably, all requested building automation system data will be pushed electronically to Performance Services ftp site for this project.

For this utility conservation project, Performance Services proposes to use a M&V methodology based on end use measurement (retrofit isolation) to verify the estimated savings set forth in the proposal for this project. Performance Services has during the IGA and will continue to make use of a variety of building environment and equipment end use measurement options including one-time instantaneous and short-term continuous measurements as a means to verify specific performance criteria set forth in this M&V plan. If performance test conditions do not allow for certain prescribed measurements to be made, then alternative M&V methods may be proposed for agreement by the parties.

Performance Services utilizes the DOE sponsored International Performance Measurement & Verification Protocol (IPMVP EVO 10000.1 January 2012), and the FEMP M&V Guidelines: Measurement and Verification for Federal Energy Projects Version 3.0 (2008) as references for this M&V plan.

There are essentially two types of measurement procedures: retrofit isolation methods and whole building analysis methods. The retrofit isolation methods are called Option A - Retrofit Isolation with Key Parameter measurement and Option B - All Parameter Measurement options, respectively. The building analysis options are called: Option C, Utility Bill Analysis, and Option D, Calibrated Simulation, respectively. The last two options could be used to measure specific pieces of equipment and hence specific retrofits, if the meter being used in the analysis serves only the impacted piece of equipment. The following are summary descriptions of these M&V approaches based on the reference documents.

OPTION A – Retrofit Isolation with Key Parameter Measurement

Option A is an approach designed for projects in which the potential to generate savings must be isolated and verified, but the actual savings can be determined from short-term measurements, estimates, and engineering calculations. Performance period water use is not typically measured throughout the term of the contract. Performance period water use and baseline water use are predicted using an engineering or statistical analysis of information that does not involve long-term measurements.

Option A savings are determined by field measurement of the key performance parameter(s) which define the energy use of the UCRM's

affected system(s) and/or the success of the project. Parameters not selected for field measurement are estimated. Estimates can be based on historical data, manufacturer's specifications, or engineering judgment. Documentation of the source or justification of the estimated parameter is required.

Typical applications may include a lighting retrofit, where the power drawn can be monitored and hours of operation can be estimated.

OPTION B - Retrofit Isolation with All Parameter Measurement

M&V Option B is a retrofit isolation or system-level approach. The approach is intended for retrofits with performance factors (e.g., end-use capacity, demand, power) and operational factors (lighting operational hours, cooling ton-hours) that can be measured at the component or system level and where long-term performance needs to be verified. It is similar to Option A, but uses periodic or continuous metering of all energy quantities, or all parameters needed to calculate energy, during the performance period. This approach provides the greatest accuracy in the calculation of savings but increases the performance-period M&V cost.

The Option B approach ensures the same items as Option A, but also:

- Determines energy savings using periodic or continuous measurement of energy use or all parameters needed to calculate energy use during the term of the contract.
- Option B is typically used when any or all of these conditions apply:
- For simple equipment replacement projects with energy savings that are less than 20% of total facility

- energy use as recorded by the relevant utility meter or sub-meter (Option C is not applicable)
- When energy savings values per individual measure are desired
- When interactive effects can be estimated using methods that do not involve long-term measurements
- When the independent variables that affect energy use are not complex and excessively difficult or expensive to monitor
- When operational data on the equipment is available through control systems
- When sub-meters already exist that record the energy use of subsystems under consideration (e.g., a separate sub-meter for heating ventilation and air-conditioning (HVAC) systems)

OPTION C – Whole Building Data Analysis

M&V Option C involves whole-facility utility or sub-meter data analysis procedures to verify the performance of retrofit projects in which whole-facility baseline and performance period data are available. Option C usually involves collecting historical whole-facility baseline energy use and related data and continuously measuring whole-facility energy use after UCRM installation. Baseline and periodic inspections of the equipment are also needed. Energy savings under Option C are estimated by developing statistically representative models of whole-facility or sub-metered energy consumption (i.e., therms and/or kWh). This method confirms total energy savings but does not measure the savings from individual components.

In general, Option C is used with complex equipment replacement and controls projects for which predicted savings are relatively large, i.e., greater than about 10% to 20% of the site's monthly energy use. Option C regression methods are valuable for measuring interactions between energy systems or determining the impact of projects that cannot be measured directly, such as insulation or other building envelope measures.

Regression analysis requires experienced, qualified analysts, and Option C methods should be employed only for projects that meet the following requirements:

- Savings are predicted to be greater than about 10% to 20% of the overall consumption measured by the utility or sub-meter.
- At least 12 and preferably 24 months or more of pre-installation data are used to calculate a baseline model.
- At least 9 and preferably 12 months of performance period data are used to calculate annual savings.
- Adequate data on independent variables are available to generate an accurate baseline model, and procedures are in place to track the variables required for performance period models.
- Significant operational or other changes are not planned for the facility during the performance period, and procedures are in place to document changes that do occur at the site.

Performance Services uses regression analysis software to compile, analyze and compute the pre-retrofit baseline from the electricity, fuel and water bills. The post-retrofit utility consumption data from these meters will be obtained subsequently and compiled, analyzed, normalized for weather, occupancy and other variables and compared to the pre-retrofit baseline to determine the savings (savings = baseline – post-retrofit usage) for each annual performance

period in the contract. A baseline utility bill analysis report for each of the energy meters (electric and natural gas) for each facility covered by this IGA report is included in the appendix of this report.

OPTION D – Calibrated Simulation

Option D involves whole facility or system analysis procedures to verify the performance of retrofit projects using calibrated computer simulation models. Computer simulation is a powerful tool that allows an experienced user to model the building and mechanical systems in order to predict building energy use both before and after the installation of UCRMs. The accuracy of the models is ensured by using metered site data to describe baseline and/or performance period conditions. Carefully constructed models can provide savings estimates for the individual UCRMs on a project.

More elaborate models generally improve the accuracy of savings calculations but increase costs. A calibrated simulation of a building, however, can be utilized to easily evaluate savings from other potential improvements.

Building simulation requires experienced, qualified analysts, and Option D methods should be used only for projects that meet any or all the following requirements:

- For complex equipment replacement and controls projects with too many UCRMs to cost-effectively use retrofit isolation methods A or B
- When interactive effects between UCRMs are too complex for retrofit isolation approaches, but need to be quantified
- When the Option C utility data analysis approach is not viable due to the overall level of savings being less than 20% of metered use
- When complex baseline adjustments are expected during the performance period
- When energy savings values per individual measure are desired
- When new construction projects are involved
- When savings levels are sufficient to warrant the cost of simulation
- When either baseline or performance period energy data, but not both, are unavailable or unreliable.

Each method is appropriate for certain types of energy conservation projects, and has its associated benefits, risks, and costs. The recommended site and UCRM specific M&V methodologies for verifying the project savings are presented below in section “Recommended M&V Options.”

Selecting an M&V Approach

Since the primary purpose of measurement and verification is to validate payments or performance guarantees, the cost of M&V should be less than the payment amount or guarantee that is at risk. Consequently, the objective of M&V should not necessarily be to derive a precise energy savings number, but rather to ensure that energy services companies (ESCOs) properly complete their projects and that the resulting energy savings are reasonably close to the claimed savings. The appropriate level of M&V rigor and accuracy is a level that protects the project investment and fulfills the intent of any legislative requirements. Careful consideration of the M&V level, type, and rigor benefits both parties and can help mitigate potential problems during the performance period.

In general, the selection of a project specific M&V method is based upon:

- Project costs and expected savings
- Complexity of the UCRM
- Number of interrelated UCRMs at a single facility
- Uncertainty or risk of savings being achieved
- Risk allocation between the parties
- Other uses for M&V data and systems

The scale of a project, energy rates, term of the contract, comprehensiveness of energy conservation measures (UCRMs), the benefit-sharing arrangement, and the magnitude of savings can all affect the value of the UCRM or project.

The M&V effort for this project has been scaled to the value of the project so that the value of the information provided by the M&V activity is appropriate to the value of the UCRM and the project itself.

Descriptions of power measurements and the methods used to log (trend) data

The use of power measurements to validate our engineering assumptions is paramount to the success of our performance contract projects. Performance Services invested substantially in high-quality multi-phase and true-RMS metering equipment as well as industrial grade, portable BTU measurement equipment.

Table at the end of the section contains a summary listing of the logging and metering equipment Performance Services uses in developing projects, in validating baseline equipment performance assumptions and post-installation verification of performance. Power, combustion, and BTU metering equipment are checked for calibration regularly by the manufacturer of the equipment. If any element(s) are beyond tolerances, the meter and the associated elements are re-calibrated.

RECOMMENDED M & V OPTIONS

Each method is appropriate for certain types of energy conservation projects, and has its associated benefits, risks, and cost. Due to the interconnections of many of the UCRMs savings, PSI proposes to use primarily one M&V Option for this project: 1) Option A – Retrofit Isolation with Key Parameter measurement (instantaneous or short term). These methods will verify with a high degree of confidence that the savings are being achieved without adding excessive cost to the project. This Option will be used to verify the savings for the proposed UCRMs. Details are as follows:

Table C6: M&V Methods

UCRM	UCRM Description	Total Savings	M&V Method
1	Solid State Meters w/AMI	\$979,147	A

THE SCOPE INCLUDED IN THIS PROJECT IS:

- Commercial and residential water meters

Table C9: Table to be used in Determining Actual Annual Saving

Calculated Water Recovery

Water Meter Size	Baseline Water to Meters @ 100% Accuracy (gal/yr)*	Measured Meter Accuracy	Baseline Billed Water per Mtr Size (gal/yr)	New Meter Accuracy	Future Water Measured w/ New Meters (gal)	Annual Billed Water Increase (gal)	Annual Billed Water Increase (\$)
5/8" x 3/4" Meters	722,265,896	95.1%	686,626,750	98.5%	711,431,908	24,805,158	\$295,406
1" Meters	229,051,542	95.2%	217,959,750	98.5%	225,615,769	7,656,019	\$91,176
1.5" Meters	71,798,215	83.8%	60,188,500	98.5%	70,721,241	10,532,741	\$125,435
2" Meters	227,780,702	84.4%	192,136,000	98.5%	224,363,992	32,227,992	\$383,805
3" Meters	69,174,798	88.6%	61,320,000	98.5%	68,137,176	6,817,176	\$81,186
4" Meters	42,796,587	98.1%	41,975,000	98.5%	42,154,639	179,639	\$2,139
Totals	1,362,867,741		1,260,206,000		1,342,424,725	82,218,725	\$979,147

* Baseline water production determined from billed water documentation and measured meter accuracy. Best data available.

Wtr/Sewer Rate (\$/kgal): \$11.91

Other Savings

Performance Services has provided documentation for the following Other Savings within the Appendix of the IGA. Due to these savings being small and/or not readily documentable, Performance Services believes that it is not cost effective to measure and verify these savings. Other Savings included in this project are as follows:

Operational Savings

Duncanville will realize cost savings from not replacing failed water meters that are no longer under warranty. New residential and up to 1-inch commercial water meters will have a 20-year manufacturer warranty. This savings has been calculated based on the expected failure rate and Duncanville's meter replacement program. To help assure that Duncanville achieves projected warranty period savings, PSI will train Duncanville staff on the warranty process.

The following annual water meter material savings have been reviewed and approved by Duncanville: \$92,232. The O&M savings have been calculated based on meters being replaced every 15-years as follows: Quantity of meters x cost of replacement/15 yrs. O&M savings = $13,176 \times \$105/15 = \$92,232/\text{yr}$.

Water Rate data

For calculation, the energy dollar savings Performance Services in collaboration with Duncanville, have agreed to the data below as the baseline year utility rates. Performance Services and Duncanville agree for the term of this Agreement that the annual Utility Rate escalation factor will be 0% for sewer and water for first 5 years of contract term followed by 3% annually. This escalation rate is based on the historical average rise in water rates

UTILITY RATES – WATER

Table C10: Commercial Water Volume Rate:

Commercial

Gallons Used	Current
0-1,000 Gals.	\$14.00
2 -7,000 Gals.	\$3.38*
8 - 15,000 Gals.	\$4.41*
16-30,000 Gals.	\$5.45*
31 - Above Gals.	\$5.45*

* These are (per thousand gallon) charges

Table C11: Multi-Family Water Volume Rate:

Multi-Family

Gallons Used	Current
0-1,000 Gals.	\$14.00(per unit)
2 -7,000 Gals.	\$3.38*
8 - 15,000 Gals.	\$4.41*
16-30,000 Gals.	\$5.45*
31 - Above Gals.	\$5.45*

* These are (per thousand gallon) charges

Table C12: Residential Water Volume Rate:

Residential

Gallons Used	Current
0-1,000 Gals.	\$14.00
2 -7,000 Gals.	\$3.76*
8 - 15,000 Gals.	\$4.85*
16-30,000 Gals.	\$5.98*
31 - Above Gals.	\$7.09*

* These are (per thousand gallon) charges.

Table C13: Irrigation Water Volume Rate:

Irrigation

Gallons Used	Current
0-1,000 Gals.	\$14.00
2 -7,000 Gals.	\$3.85*
8 - 15,000 Gals.	\$4.98*
16-30,000 Gals.	\$6.11*
31 - Above Gals.	\$7.22*

* These are (per thousand gallon) charges.

Wastewater rates follow:

Table C14: Commercial, School, Municipal Wastewater Rate:

User Class	Current	
Commercial, School, Municipal	Fixed Rate	Variable
	\$9.07	\$9.07*

* These charges are per one thousand gallons and based on 85% of water consumed each given month.

Table C15: Multi-Family Apartments Wastewater Rate:

User Class	Current	
	Fixed Rate	Variable
Multi-Family, Apartments	\$9.07	\$9.25*

* These charges are per one thousand gallons and based on 90% of water consumed each given month.

Table C16: Residential Wastewater Rate:

User Class	Current	
	Fixed Rate	Variable
Residential	\$19.25	\$8.22*

* These charges are per one thousand gallons and based on a winter's month average.

AVOIDED COST OF WATER/WASTEWATER TO BE USED IN CALCULATIONS:

Table C17: Variable Water & Sewer Rate

Variable Water/Sewer Rate (Blended)	
\$11.91	\$/kgal

M&V SAMPLING GUIDELINES

This appendix introduces the statistical background, theory and formulas used to select, analyze, and validate samples for project monitoring and evaluation. It also provides guidelines and procedures for the design and implementation of sampling.

The purpose of monitoring a sample, as an alternative to monitoring an entire population is to; (a) characterize particular attributes of a population from which a sample is drawn with adequate accuracy and reliability, while (b) reducing monitoring costs and effort.

As shown in figure below, sampling involves selecting several members from a population for monitoring and evaluation. The measured characteristics or behavior of the sample group is then used to infer the characteristics and/or behavior of the entire population. As expected, the assumption is that the sample is representative of the population. To ensure that the sample is indeed representative, calculations must be performed to assess and quantify the statistical validity of the sampled data. These calculations are presented later in this Appendix.

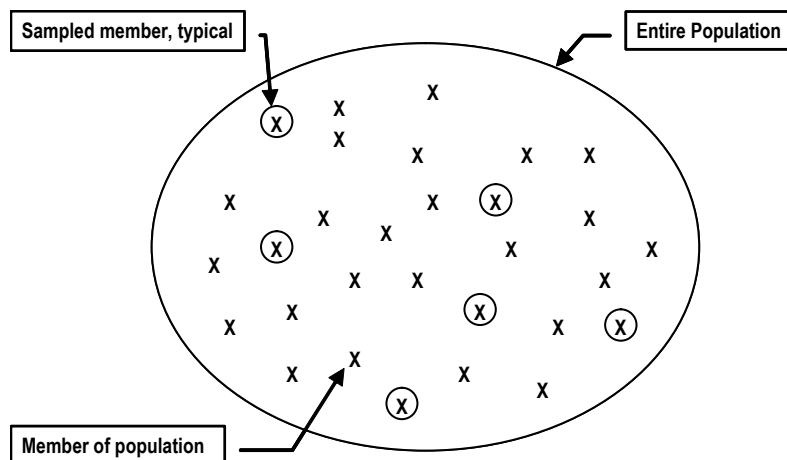


Figure C1 – Population and Sample

Sampling is applicable to projects such as lighting retrofits, energy efficient motor replacements, HVAC unit replacement, water retrofits, or any other project in which several similar pieces of equipment are affected by the same type of UCRM.

In the most common applications, sampling strategies are used to characterize the hours of operation and the instantaneous power draw of a constant-load device. A separate sample set is required for each item evaluated.

When selecting a sample from a population to determine hours of operation, it is necessary to ensure that the load or device being sampled is monitored at or down-stream of its last point of control (LPC).

The last point of control (LPC) is the portion of an electrical circuit (or other source of energy), that serves a set of equipment that is controlled on a single switch. As a result, all fixtures, or pieces of equipment on that LPC are typically operated the same number of hours per year.

For metering purposes, it is assumed that measurements taken of a single piece of equipment on an LPC captures the operating hours for all equipment served on the same circuit.

MATHEMATICAL METHODS FOR SAMPLING

Sampling must be conducted using accepted methods and use an appropriate level of care to ensure that the M&V results that rely on the sampling and analysis are sufficiently accurate. This section provides a summary of the concepts, methods, and equations to be used.

Although various assumptions regarding the distribution of the sampled data can be made, most sampling statistical analysis assumes that the data is normally distributed about the mean and in this Appendix, this assumption is made.

Statistical validity requires that the samples be randomly selected. Use of a random number generator, such as that found in MS Excel™ is convenient for ensuring the sample is randomly selected.

POINT ESTIMATION – CONFIDENCE AND PRECISION

When we use sampling to estimate an average value of an entire population, we are performing an activity known as point estimation. A value or 'point' that is estimated based on a sample is not the actual average value but rather, is a value that is "reasonably close" to the actual average value. The question, then, for the M&V practitioner is: "What do we mean when we say 'reasonably close'?" The question is answered using the following statistical terms.

- Confidence: Confidence is fundamentally the same as probability, except that confidence refers to data already obtained, while probability refers to a future value. A confidence of 90% is commonly used in M&V. So, using our 90% example, when we refer to a confidence level, we are saying "I am 90% confident that the measured value is within my stated confidence interval."
- Confidence Interval (or Precision): Because the value estimated by sampling cannot be expected to be the actual value, it is useful to state an interval in which we have confidence the true value lies. Confidence interval is also often referred to as precision. An M&V practitioner may state that they know the value has a precision of 20%, which would mean that the "The estimate is within 20% of the true value."

Confidence and precision, then, are the values referred to when a 90/20 (or 80/20 or any other) criteria is specified.

EXAMPLE

Imagine that we wish to measure the run-hours of a sample of equipment for a month. Imagine now that we measure 200 'on' hours. If we are hoping to meet a 90/20 criteria, we are hoping that we can say, with a 90% probability, that our estimate is within 20% of the actual average run hours – that is, we are 9/10th sure the actual runtime is between 180 and 220 hours.

To graphically illustrate the concepts of normal distribution, confidence, and precision, shows a normal distribution with a confidence interval. Note that the confidence interval in the figure is defined by the error (+/- E). This error figure is discussed further below and is defined in Equation 1.

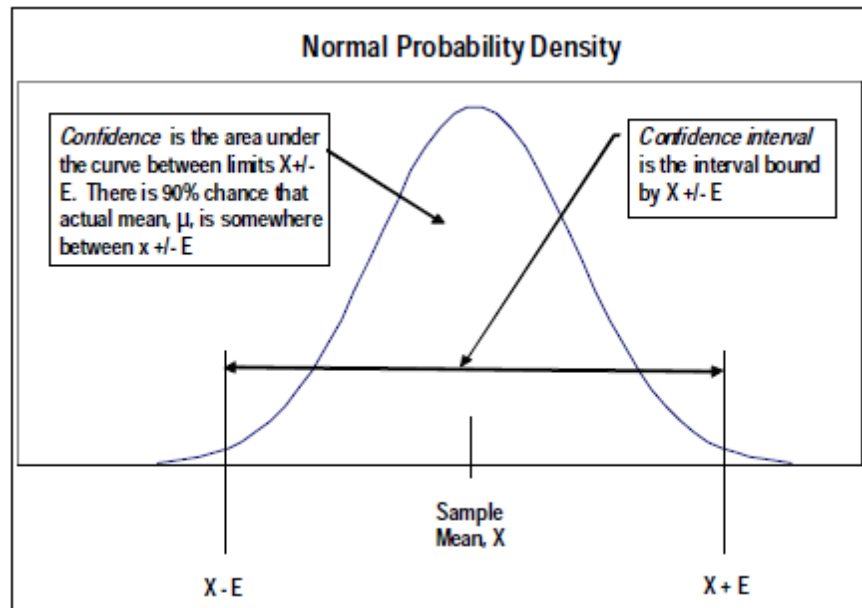


Figure C2 – Normal distribution with confidence interval

The confidence interval (or precision) and the confidence level are positively linked; for any sample, as the confidence interval increases (that is, the precision is reduced, and the range of possible values of the true mean increases) the confidence level increases. Or, looking at it another way, as the confidence interval is reduced, the confidence level is also reduced.

APPLICATION OF SAMPLING TO PROJECTS

In the next sections considerations for the design and application of sampling are explored. The analysis steps to be used in conducting sampling are as follows:

These steps are discussed below.

COMPILE PROJECT/UCRM AND M&V PLAN INFORMATION

In this step, the goal is to fully understand several things, including: the measure scope, the savings calculations quantifying the intended performance, the M&V method to be used and the data to be collected. Once the project is understood, an M&V practitioner can identify the calculation method and select variables to be sampled.

In many energy conservation projects, it is often necessary to conduct both pre and post installation sampling. Regardless of whether the sampling is for evaluating the baseline or the post-retrofit conditions, the following information is typically required to properly assign usage groups and determine sample sizes.

5. **Number of circuits, devices or LPCs.** Identify and document the LPCs that are affected by the installation of UCRMs. This should be provided in the form of an equipment inventory survey in which each line in the survey represents an LPC that includes descriptions of affected and proposed UCRM nameplate data and quantity as well as location information.
6. **Actual or change in load or wattage.** Using the equipment inventory survey, the total change in load or wattage of the affected equipment by usage group can be computed.

Hours of operation. Sampling can be used to estimate the average hours of operation of the equipment. After the first sampling period (whether it is a year, month, or week) of monitoring, the sampling result (actual C_v , Equation 3) should be used to compute the sample size. If it is expected that the equipment will be used in a significantly different in the current period than it was in the previous period, the estimate may be adjusted. Lighting hours of operation have already been established and defined herein.

DESIGNATE SAMPLING GROUPS

Each device or LPC should be assigned to a usage group based on similarities in the parameter being determined, such as operating hours or connected load. If differences are expected, but there are too few usage groups, the resulting variance of the data may result in unsatisfactory confidence and precision levels. However, if too many usage groups are created, then excessive monitoring and too small of populations may occur. So, while considering the tradeoffs, usage groups should be developed from criteria such as:

7. Area type (example: office, hallway, meeting room)
8. Annual operating hours
9. Timing / usage patterns of the operating hours, load, or other variable
10. Variability of operating hours, load, or another variable

Similar functional use

Usage groups should be selected so that equipment or LPC's are similar in that the sampled value (example: hours or kW or kW/unit) is clustered around a specific estimate. When possible, avoid designating usage groups with populations that will yield less than 10 sample points.

Examples of standard usage groups for fan motors with similar operating hours are HVAC ventilation supply fans, return fans, and exhaust fans.

Examples of standard usage groups to determine lighting operating hours are fixtures with similar operating characteristics in offices, laboratories, hallways, stairwells, common areas, perimeters, storage areas, etc.

Usage groups may be defined for the population on a building-by-building basis or across several buildings with similar usage areas. Monitoring can be done for a single or multiple building provided the usage groups are similar. Defining populations for multiple buildings is acceptable and usually results in fewer monitoring points than if each building were considered separately.

SELECT SAMPLES

Select desired confidence and precision levels. A 90/20 confidence/precision level is commonly used in M&V and is suggested.

Establishing the Coefficient of Variation. Prior to selecting a sample, an estimate of the sampled coefficient of variation (C_v) must be made. A C_v of 0.5 has been historically recommended, and numerous projects have shown this to be reasonable guess for most applications. After the first year of monitoring, the coefficient of variation for each usage group can be projected from the results of the metering in the previous year.

Having selected a confidence and precision level (90/20) and a C_v (perhaps 0.5), use Equation 6 and 7, above, to calculate a sample size for each sampling group. Then, randomly select that number of samples from the population.

It is strongly recommended that oversampling (at a 10% or greater level) be included in case of data collection device failure or unexpectedly high data scatter.

Table 3 illustrates the effect of confidence interval and precision on sample size.

TABLE C19 – FIRST-YEAR (CV=0.5) SAMPLE SIZE TABLE BASED ON USAGE GROUP SAMPLING¹

Precision	20%	20%	10%
Confidence	80%	90%	90%
Z-Statistic	1.282	1.645	1.645
Population Size, N	Sample Size, n*		
4	3	4	4
8	5	6	8
12	6	8	11
16	7	9	13
20	8	10	16
25	8	11	19
30	9	11	21
35	9	12	24
40	9	12	26
45	9	13	28

Precision	20%	20%	10%
Confidence	80%	90%	90%
Z-Statistic	1.282	1.645	1.645
Population Size, N	Sample Size, n*		
50	10	13	29
60	10	14	32
70	10	14	35
90	10	15	39
100	10	15	41
125	11	15	45
200	11	16	51
300	11	17	56
400	11	17	59
500	11	17	60
Infinite	11	17	68

The samples in each usage group should be drawn at random¹, so that each member has an equal probability of being selected.

If there is reason to believe that there are significant seasonal variations in the operation of the equipment, sufficient monitoring will need to be conducted to capture these variations.

¹ Random selection of monitoring points is critical to avoid bias in the sample. Spreadsheet or other computer software should be used to generate a list of random numbers that may be used to place loggers on a given LPC.

TABLE C20 – REPRESENTATIVE MONITORING EQUIPMENT USED FOR MEASUREMENT & VERIFICATION

	Manufacturer	Model	Measurement	Range	Accuracy
Lighting & Occupancy Time of Use	Hobo	Datalogger	-	-	-
Temperature & Relative Humidity	Hobo	U10-003	Temperature	-4°F to 158°F	± 0.72°F
			Relative Humidity	25% to 95%	± 3.5%
Temperature & Relative Humidity + 2 external inputs	Hobo	U12-013	Temperature	-4°F to 158°F	± 0.72°F
			Relative Humidity	25% to 95%	± 3.5%
4 external inputs	Hobo	U12-006	-	-	-
Carbon Dioxide external input	Telaire	7001	Carbon Dioxide	0-4000 ppm	± 50 ppm
Current Transformer external input	Hobo	CTV-A	Amperage	0-20 A	± 4.5%
Current Transformer external input	Hobo	CTV-C	Amperage	0-100 A	± 4.5%
Boiler Horsepower / BTU's / Chiller kW per Ton	GE Panametrics	PT878	Flow	-17950 to 179500 gpm	± 1.5%
			Temperature	-4°F to 500°F	± 0.83°F
Multi-Phase Power	Hioki	3169-20	Voltage	0-600 V	± 0.2%
			Amperage	0-500 A	± 0.5%
Multi-Phase Power	Hioki	3169-20	Voltage	0-600 V	
			Amperage	0-500 A	
True-RMS Power	FLUKE	345 or 1735	Voltage	0-600 V	± 0.3%
			Amperage	0-1400 A	± 0.3%
Combustion	Bacharach	PCA-265	Oxygen	0.1% to 20.9%	± 0.3%
			Temperature	-4°F to 2192°F	± 6°F
			Carbon Monoxide	0-4000 ppm	±5%
			Nitric Oxides	1-3000 ppm	±5%
			Pressure	± 72 inches WC	± 2%

EXHIBIT D

PERFORMANCE GUARANTEE AGREEMENT



*203 E. Wheatland Rd.
Duncanville, TX 75116*

Conducted by:

Performance Services

*801 E. Old Settlers Blvd
Suite 100
Round Rock, Texas 78664
January 2026*

January 20, 2026

Page 62 of 66



This document contains Performance Services Trade Secrets and Confidential information to be used by the addressee for evaluating the PSI proposal. Addressee shall not disclose the Confidential information to third parties without written consent of Performance Services. PSI's right by Texas Law allows us to omit items that are requested by an FOIA request if we deem the materials being requested are proprietary and/or trade secrets.

EXHIBIT D
PERFORMANCE GUARANTEE AGREEMENT

Project: City of Duncanville
Energy Savings Performance Contracting
Duncanville, Texas

Qualified Provider:

Company Name: Performance Services of Texas, Inc.

Address: 801 E. Old Settlers Blvd, Suite 100

City, State, Zip: Round Rock, TX 78644

Representative: Joe Muldoon

Performance Guarantee Information:

Annual Guaranteed Operational Savings Amount =	\$ <u>92,232</u>
Annual Guaranteed Utility Savings Amount =	\$ <u>979,147</u>
Total Annual Guaranteed Amount =	\$ <u>1,071,379</u>
Total Capital Cost Avoidance =	\$ <u>0</u>

Program Term = 20 Years

Guarantee

Performance Services, Inc. (the "Provider") guarantees that the City of Duncanville (the "Owner") will annually save the amounts stated above in utility and operating costs during the stated program term.

The Performance Guarantee Agreement (the Guarantee) shall commence once the Utility Cost Reduction Measures (UCRMs) are installed, the Owner's staff has been trained how to operate the UCRMs and the UCRMs have been optimized by the Provider. The Guarantee commencement date shall be established by both the Owner and Provider by their signatures on the Guarantee Commencement Letter contained herein. The Guarantee shall be fulfilled and fully satisfied once the Guaranteed Energy and Operational Savings have equaled the Owner's payments as identified on the Amortization Schedule in the Guaranteed Energy Savings Contract (the Agreement).

Energy Savings

Energy savings shall be measured and verified by various methods depending on the UCRM. The measurement and verification methods to be used in determining actual energy savings are identified for each UCRM within this Guarantee and the Measurement and Verification Plan – Exhibit C.

The utility information used in this Guarantee for the Base Year shall be for the one-year period from January 2023 through December 2023. Current Year utility rate data shall be used in calculating energy savings occurring during that current year; provided Current Year utility rates are not less than Base Year utility rates with escalation as defined in the Measurement and Verification Plan. If Current Year utility rates drop below Base Year rates, Base Year rates (including escalation) shall be used to calculate Current Year energy savings. Any energy savings generated during the installation phase of this project shall be added to savings achieved during the first annual period of the Guarantee.

The Owner shall pay the Provider the annual Energy Monitoring fees identified within this Guarantee. For these fees, the Provider shall calculate and report the actual energy savings over the term of the Guarantee as described herein.

At the end of every annual guaranteed period, the actual annual savings will be compared to the guaranteed annual savings to determine if the guaranteed savings were achieved. If the actual savings for this one-year period are less than the guaranteed annual savings amount, the Provider shall pay the Owner a cash refund for the difference between these amounts (herein call the "shortfall"). The maximum shortfall in any one-year period is limited to the annual guaranteed energy savings amount identified on the first page of this guarantee.

Adjustments

Increased energy usage resulting from increasing outside air amounts to meet current building codes, air-conditioning of areas that were previously not air-conditioned and other identified adjustments shall be added to Base Year energy costs.

Operational Savings

Operational savings exist when an improvement implemented under this program reduces future repair or replacement labor and / or material monies that would have otherwise been expended if the improvement was not implemented. The operational savings described and quantified in this Guarantee shall be added to the energy savings to arrive at the total guaranteed savings amount. The stipulated operational savings calculations for this Guarantee are included in the IGA. All operational savings are considered Stipulated Savings such that the annual operational savings amounts identified in the IGA shall be applied annually to the guaranteed annual operational savings amount throughout the term of the Guarantee.

Energy Monitoring

Energy monitoring services shall be performed by the Provider as described in this Guarantee. The Guarantee is void if the Owner ceases paying the Energy Monitoring fees identified below.

The annual Energy Monitoring fees for PSI are shown below and shall be paid for the previous 6 months of documented work.

<u>Year</u>	<u>Price</u>	<u>Year</u>	<u>Price</u>
1	\$0	11	\$3,500
2	\$3,500	12	\$3,500
3	\$3,500	13	\$3,500
3	\$3,500	14	\$3,500
5	\$3,500	15	\$3,500
6	\$3,500	16	\$3,500
7	\$3,500	17	\$3,500
8	\$3,500	18	\$3,500
9	\$3,500	19	\$3,500
10	\$3,500	20	\$3,500

Note: The Owner has the right to request that the Provider change the scope of this Guarantee at the end of each annual guaranteed period to reduce monitoring

Other Requirements

The Owner agrees to maintain all relevant equipment / systems affecting energy efficiency such that the condition of the existing equipment / systems during the term of Guarantee is at least equal to their condition at the completion of this Contract. The Owner also agrees to properly maintain all new and existing equipment and operate all of the new and existing systems as described in the Proposal, Installation Contract and Guarantee. If the Owner fails to operate his equipment / systems as described herein and it results in reduced energy or operational savings, then actual energy or operational savings shall be adjusted to the benefit of the Provider to offset lost energy savings caused by such failures by the Owner.



City of Duncanville

By: _____

Date: _____

Performance Services, Inc.

By: Joseph Muldoon _____

Joe Muldoon, Vice President

Date: 02/05/2026 _____



STAFF REPORT

MEETING: City Council - February 17, 2026

TITLE:

Conduct a public hearing to consider a Chapter 380 Agreement with Pegaso California Construction Corporation as part of the acquisition and redevelopment of the Railroad Flats Property, owned by the Duncanville Community and Economic Development Corporation (DCEDC).

Vision Statement:

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

Pillar:

Livable Neighborhoods, Downtown Vitality

STAFF RESPONSIBLE:

Marlon Goff

BACKGROUND/HISTORY:

The development site is currently owned by the Duncanville Community and Economic Development Corporation (DCEDC) and has remained undeveloped for many years. The property is located within the downtown district and has been identified as a strategic redevelopment opportunity to support downtown revitalization efforts, increase walkability, and bring additional residents and activity to support local businesses. The buyer, Pegaso California Construction Corp, has recently purchased additional property within Duncanville and is working with City staff on entitlements for a separate townhome development. Their continued investment demonstrates a long-term commitment to the community and aligns with the City’s efforts to encourage high-quality infill and redevelopment.

At its meeting on October 27, 2025, the DCEDC approved a Purchase and Sale Agreement (PSA) for \$445,000 with the buyer for the purpose of constructing owner-occupied townhomes on the Railroad Flats Property. The project introduces a new housing option in the downtown district and supports the community’s goals to diversify housing, attract reinvestment, and strengthen the economic activity surrounding Main Street and nearby businesses.

The proposed Chapter 380 Agreement provides an economic development incentive of up to \$70,000, reimbursed as a on-time payment based on future property-tax revenue generated by the development of this vacant tract of land. The incentive is also proposed to offset the additional development site costs. Under Chapter 380 of the Texas Local Government Code, municipalities can provide incentives in the form of property or sales tax rebates to offset the cost of infrastructure to attract development and capital investment. Negotiated on a case-by-case basis, the agreements are typically tied to performance benchmarks including certificates of occupancy and job creation.

This item was originally presented to the City Council on November 18, 2025, and tabled to January 20, 2026. The item was then tabled to the February 17, 2026 Council meeting and scheduled for Briefing and Discussion at the Joint Meeting of the City Council and DCEDC/TIF Board Meeting on January 26, 2026. The joint meeting was postponed due to inclement weather and rescheduled for February 23, 2026. As a result, staff requests this item be tabled to the March 3, 2026 City Council Meeting.

POLICY EXPLANATION:

Staff recommends tabling this item to the March 3, 2026 City Council meeting to allow for discussion at the Joint City Council and DCEDC/TIF Board meeting on February 23, 2026.

FUNDING SOURCE:

Proposed incentives in the Chapter 380 Agreement to be funded as part of the DCEDC Annual Budget.

ACTION ALTERNATIVES:

ATTACHMENTS:

None



STAFF REPORT

MEETING: City Council - February 17, 2026

TITLE:

Police Department Annual Report

Vision Statement:

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

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement

- Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.

STAFF RESPONSIBLE:

Chief Stogner, Police Chief

BACKGROUND/HISTORY:

A presentation highlighting items pertaining to the police department in 2025 such as total calls for service, traffic stops, offense reports, etc.

POLICY EXPLANATION:

The 2025 Annual Police Statistics Report is provided to City Council in accordance with the City’s commitment to transparency, data-driven decision-making, and public accountability. The report summarizes key public safety metrics for calendar year 2025 and is intended to inform policy discussions, budget planning, staffing considerations, and long-term strategic initiatives.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget
N/A

Purchase Amount
N/A

After Encumber
N/A

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

PD Annual Report



ANNUAL UPDATE

FEBRUARY 17, 2026

MATTHEW STOGNER, CHIEF OF POLICE



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



POLICING MODEL



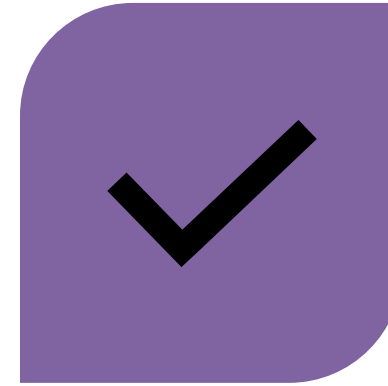
What is Hot Spot Policing?



TARGETING SMALL GEOGRAPHIC AREAS WITH HIGH CRIME RATES



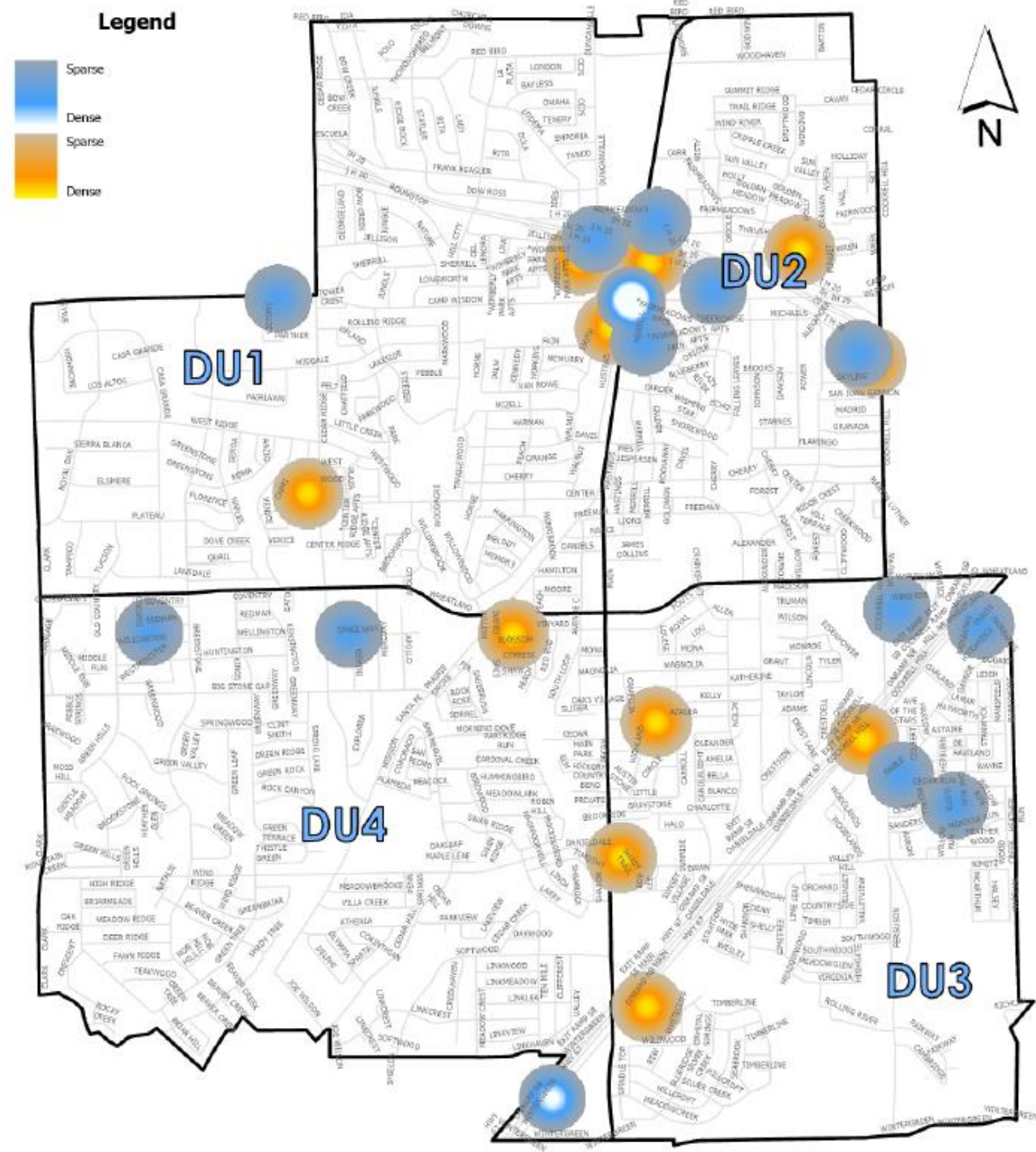
RELIES ON CRIME DATA AND MAPPING



EMPHASIZES PROACTIVE AND STRATEGIC PRESENCE



October 2025 Motor Vehicle Thefts and Theft From Motor Vehicles



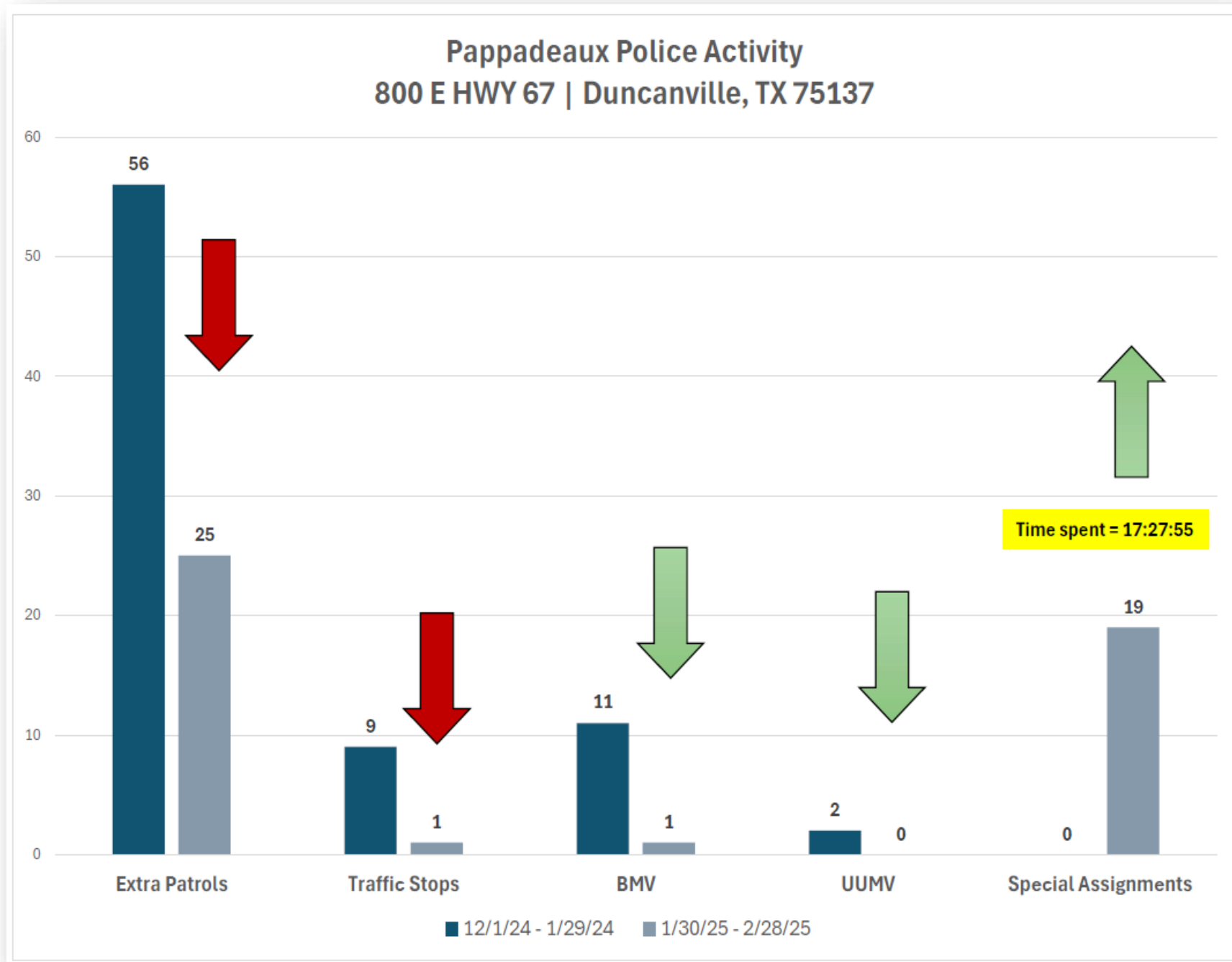
Roles of Hot Spot Policing

- Chief of Police
 - Organizational Vision
- Assistant Chiefs of Police
 - Strategic Direction
- Lieutenants
 - Operational Oversight
- Sergeants
 - Tactical Coordination
- Patrol Officers
 - Tactical Execution
- Detectives & Specialized Units
 - Support targeted operations and provide further intelligence on local offenders
- Crime Prevention Officers
 - Gather community concerns & public education
- Crime Analyst
 - Intelligence Hub



Examples of Hot Spot Policing

- Pappadeaux Initiative
 - Worked with CID to place assets in locations on Highway 67 to funnel potential suspects to Pappadeaux



Personnel Costs

- Pappadeaux's Operation
 - Four-week duration
 - \$12k overtime
 - 207.5 total hours

PERSONNEL



Matrix Patrol Staffing Study

Hot Spot policing is dependent on the officers' proactive time

Current staffing on each patrol shifts are 7 officers and 2 supervisors

Proactivity by Hour and Weekday

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Overall
2am-6am	41%	58%	61%	65%	71%	66%	59%	60%
6am-10am	59%	52%	49%	57%	69%	73%	74%	62%
10am-2pm	32%	33%	23%	39%	55%	53%	56%	42%
2pm-6pm	28%	19%	17%	31%	40%	31%	45%	30%
6pm-10pm	3%	10%	5%	15%	22%	16%	5%	11%
10pm-2am	23%	40%	42%	51%	50%	34%	20%	37%
Overall	32%	36%	33%	43%	51%	46%	44%	40%



Matrix Patrol Staffing Recommendations

Matrix recommends increasing patrol staffing by four individuals. Two patrol officers and two patrol Sergeants

The two patrol officers would be assigned to the night shifts which would bring both night patrol platoons to 16 officers and 4 supervisors (2-Sergeants and 2-Lieutenants)

I do not concur of adding an additional Sergeant per night shift. I believe those resources could be better utilized elsewhere.

Proactivity by Hour and Weekday

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Overall
2am-6am	64%	74%	76%	78%	82%	79%	75%	76%
6am-10am	67%	61%	58%	65%	75%	78%	78%	69%
10am-2pm	44%	46%	38%	51%	63%	62%	64%	53%
2pm-6pm	41%	34%	33%	44%	51%	44%	56%	43%
6pm-10pm	41%	45%	42%	48%	52%	49%	42%	45%
10pm-2am	53%	63%	65%	70%	69%	59%	51%	62%
Overall	52%	54%	52%	60%	66%	62%	61%	50%



Staffing Recommendation for FY27

- Combine the two recommended patrol Sergeant positions into a Lieutenant
- This Lieutenant would take the role of Special Investigations Unit Commander that will oversee the Real Time Information Center, Narcotics Unit, Crime Suppression Unit, and all crime reduction assets such as camera assets and the drone first responder program.
- I also recommend adding the recommended Criminal Investigations Sergeant.
- These additional positions would require us to add two additional police officer vacancies rather than taking away the number of police officers.

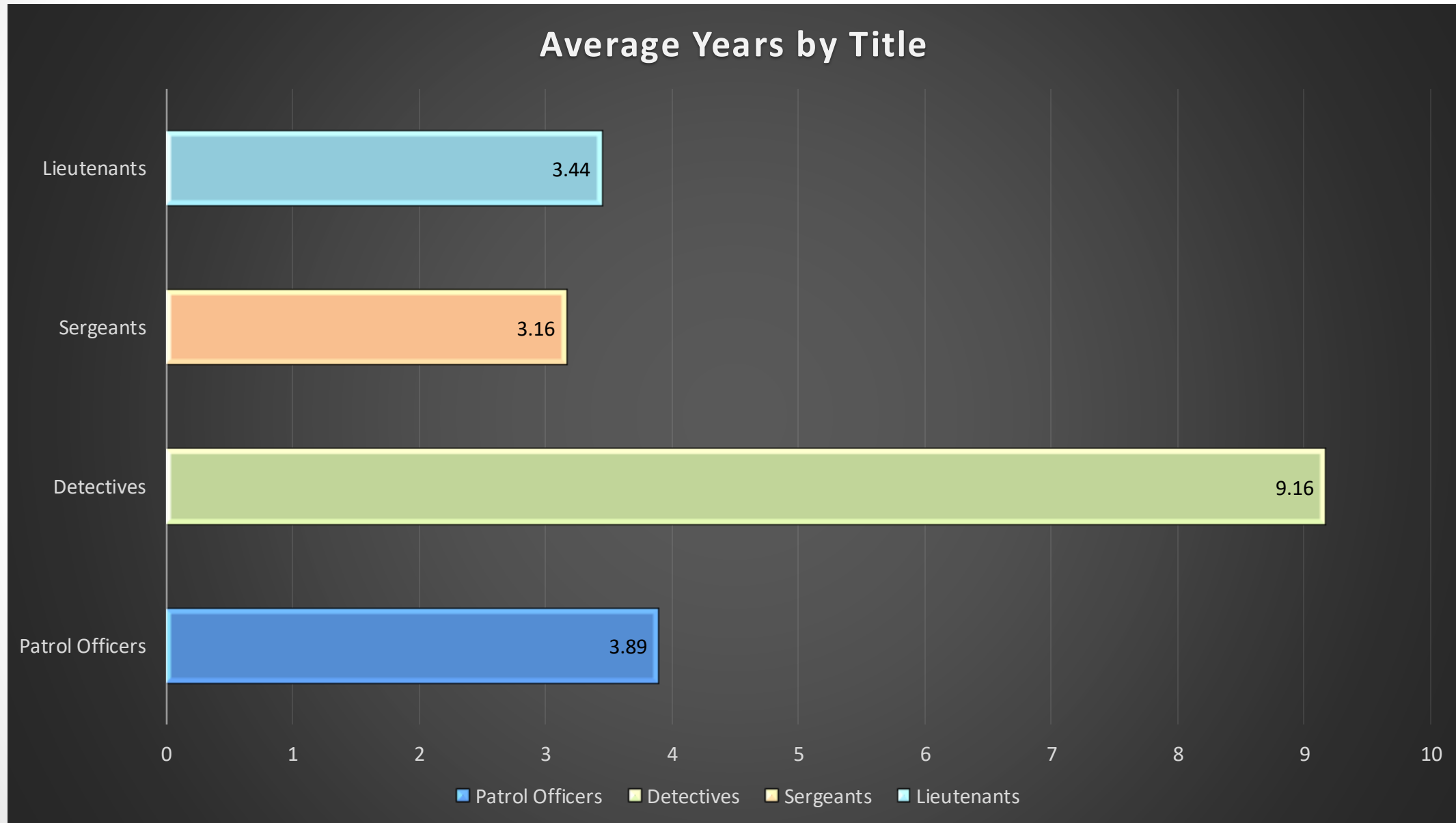


2025 Entrance Testing

- Entrance Examinations
 - 3
- How many tested
 - 106
- Hired 13 officers
- Estimated cost to hire a police officer (Includes salary and benefits)
 - \$121,000.00 for first year
 - Equates to \$1.5 million dollars for 13 officers
 - Shows the importance of retaining our personnel



Average Years by Title



COMMUNITY ENGAGEMENT



Community Events Overview

- Total events: 90
- Total BMV Report Cards: 1,608 distributed
- Implemented Unidos
- Santa Cop
- Chick Fil A Toy Drive
- Conchas with a Cop
- Chicken/Coffee with the Chief
- National Night Out
- A Light of Hope
- Boo with the Blue
- PD Volunteers: 3,578 COP Patrol Hours and 2,370 volunteer hours



First Ever Annual Boo with the Blue



UNIDOS



Santa Cop



Chicken/Coffee with a Cop



TECHNOLOGY/SOFTWARE



Drone First Responder

Program launched mid-December 2025

- Currently housed on top of Police Department
- Will be deployed & managed through our Real Time Information Center - once built



Drone First Responder Program

DFR Outcomes

Dec 1, 2025 → Jan 30, 2026

Total DFR Flights ⓘ

101

Avg. Flights per day ⓘ

1.7

Submission Rate ⓘ

81.2%

First On Scene

30.5% (25)

Cleared Call Without Patrol

1.2% (1)

Helpful Intel Provided ⓘ

47.6% (39)

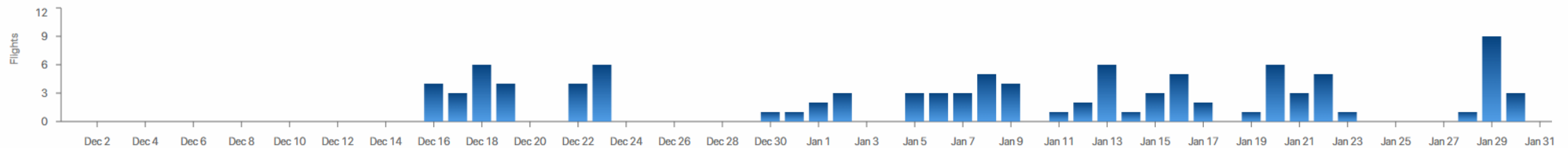
Type of Intel ⓘ

● Provided Overwatch	23	28%
● None	9	11%
● Located Vehicle	7	8.5%
● Located Person	3	3.7%
● Other	2	2.4%

Type of Incident ⓘ

● Dispatch Call For Service	63	76.8%
● Event Overwatch	24	29.3%
● Extra Patrol	2	2.4%
● Function Check Battery Exchange	1	1.2%
● Trying To Locate Theft Suspect Vehicle From Flock Hit	1	1.2%

DFR Flights by Day



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Foot Chases



New in Blue

- Go live of October 1, 2025, was met
- Positive comments from officers especially how much time is reduced by using this software



Review the Blue





Questions sent for review

1. The officer handled the incident in a professional and courteous manner.
2. The officer did not display and bias or unfair treatment against me.
3. I would feel comfortable interacting with this officer again.
4. The officer provided me a change to ask questions or clarify concerns.
5. The officer communicated efficiently and effectively during the interaction.
6. The officer gave a valid reason for stopping me and was fair in administering any action taken.
7. The officer provided clear instructions or information to address the incident.
8. The incident was properly addressed and handled appropriately by the officer.
9. The officer introduced themselves as an officer or representative of Duncanville Police Department.
10. The officer treated me with respect and was empathetic during the interaction.

Review the Blue - Overall Rating

Overall Rating 4.3  (142 reviews)



Race

Asian/Pacific Islander	Black	Hispanic/Latino
3.0  (2 reviews)	4.1  (75 reviews)	4.4  (44 reviews)
White		
4.6  (21 reviews)		

Age

Under 16	Under 25
5.0  (1 reviews)	3.9  (26 reviews)
25 to 50	50 to 65
4.3  (83 reviews)	4.6  (20 reviews)
Above 65	
4.3  (10 reviews)	

Gender

Male
4.3  (85 reviews)
Female
4.2  (57 reviews)

ANNUAL STATISTICS



Resilience, Intervention, Support, Engagement (RISE Response Team)

- RISE Team implemented September 2025
 - Officer A. Hernandez
 - Thalia Lopez (Crime Victims Advocate)
- Currently officed in Annex (103 E. Wheatland Road)
- 2025 Stats (*September 2025 – December 31, 2025)
 - 26 referrals
 - 67 clients
 - 9 individuals diverted from arrest
 - 5 community engagement events



OVERALL ANNUAL NUMBERS

- Calls for Service: 52,678 (average to 144 calls every 24 hours)
- Traffic Stops: 7,984
- Citations: 4,566
- Arrests: 1,125
- Cases Assigned: 1,296
- Cases Filed: 254 Felonies & 394 Misdemeanors filed with Dallas County District Attorney's Office
- Animals Impounded: 762
- Vehicles tagged/impounded: Tagged 225/Impounded 65
- Evidence collected: 1,861 (total items 29,343)



Narcotics

- Operations: 41+ (includes 14 high risk search warrant operations, out of state investigation, and multiple undercover buy operations)
- Search Warrants, Tracker Orders, Etc.: 65+
- Narcotics Seized:
 - Marijuana: 44 pounds
 - Methamphetamine: 430,854 grams (430.85 kilograms)
 - Heroin: 1,000 grams
 - Crack Cocaine: 302 grams
 - Cocaine: 2,191 grams
 - Alprazolam: 1,100 dosage units (pills)
 - Fentanyl: 350,250 dosage units (pills)
 - THC Concentrate, Amphetamine, Psilocybin, and others
- **Estimated Street Value: over \$16 million**
- Guns Seized:
 - 36 (2 stolen)
- Currency Seized:
 - \$381,269.00
- Felony/Federal Warrants
 - Approximately 100



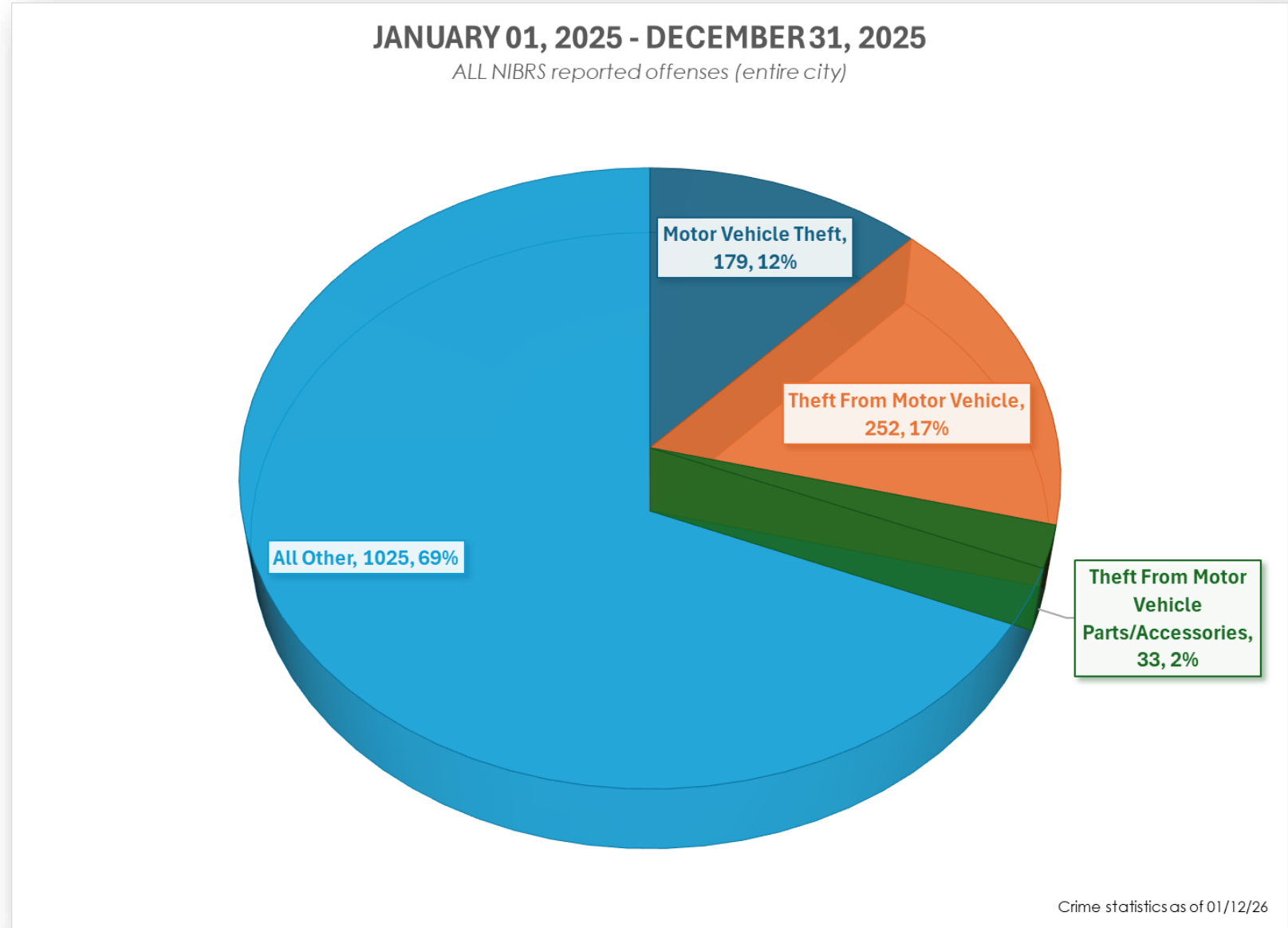
Total Reported Offenses - 2025

- A total of 1,417 offenses were reported during calendar year 2025



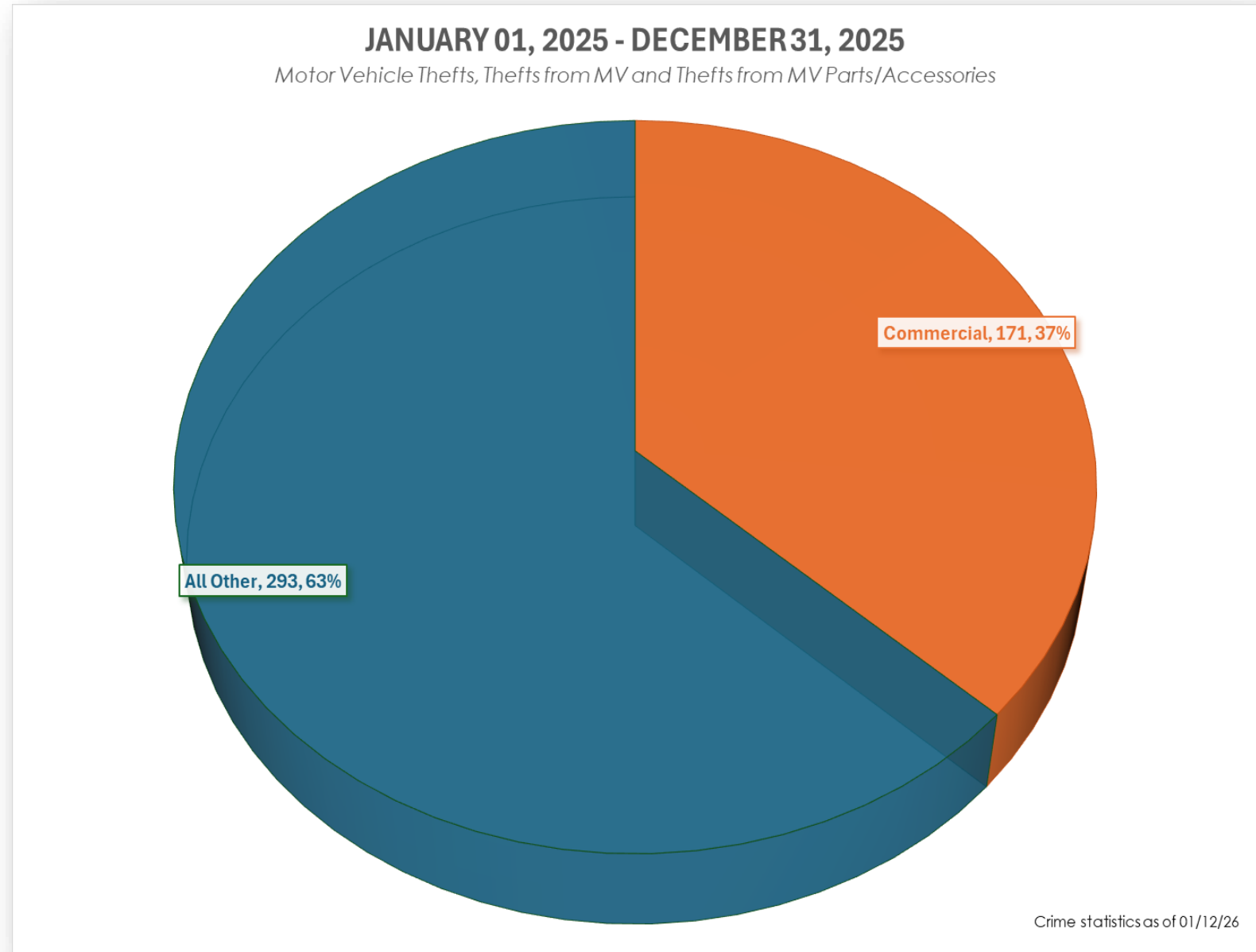
Motor Vehicle Crime Stats for 2025

- Of the 1,417 total reported offenses 179 were Motor Vehicle Thefts, 252 Theft from Motor Vehicles, and 33 Theft of Motor Vehicle Parts and Accessories, totaling 464 offenses
- Total Motor Vehicle Crime represented 31% of all reported incidents



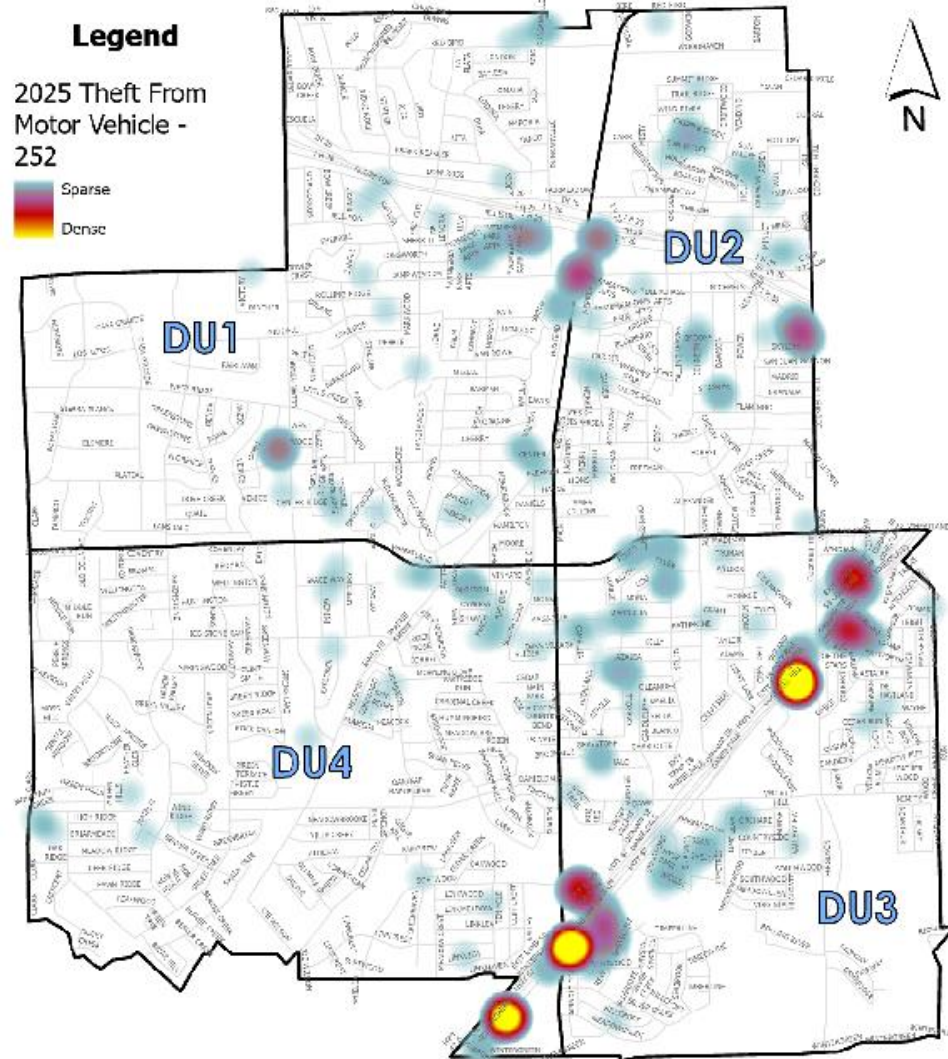
Where are these occurring?

- In total 464 motor vehicle-related crimes occurred within the City.
- 171 of these offenses occurred in commercial areas accounting for 37% of all vehicle-related offenses
- Comparison to 2024 motor vehicle related crime increased in commercial areas by 8% while areas outside of commercial decreased by 12%



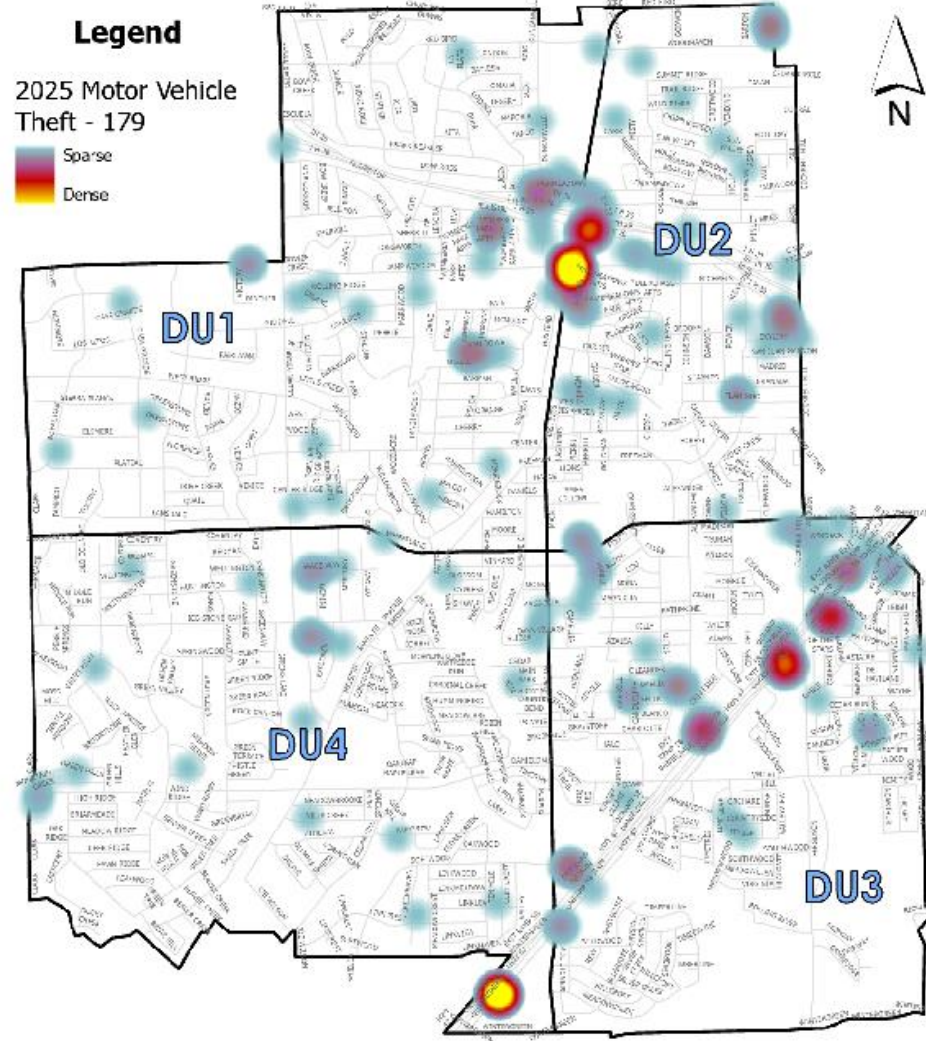
BMV & Stolen Veh Map Broken Down

2025 Theft From Motor Vehicle
by Police Beats



Crime Statistics as of 01/02/26 | Prepared by S. Trevino

2025 Motor Vehicle Theft
by Police Beats



Crime Statistics as of 01/02/26 | Prepared by S. Trevino



Group A Offenses

Arson

Assault Offenses

- Aggravated Assault
- Simple Assault
- Intimidation

Bribery

Burglary

Counterfeiting / Forgery

Destruction/Damage / Vandalism

Drug / Narcotic Violations

Drug Equipment Violations

Embezzlement

Extortion / Blackmail

Fraud Offenses

- False Pretenses / Swindle
- Credit / Debit Card Fraud
- Impersonation
- Welfare Fraud
- Wire Fraud
- Identity Theft
- Hacking / Computer Invasion

Gambling Offenses

- Betting / Wagering
- Operating / Promoting / Assisting Gambling
- Gambling Equipment Violations
- Sports Tampering

Homicide Offenses

- Murder and Nonnegligent

Manslaughter

- Negligent Manslaughter
- Justifiable Homicide (not a crime)

Human Trafficking Offenses

- Commercial Sex Acts
- Involuntary Servitude

Kidnapping / Abduction

Larceny-Theft Offenses

- Pocket-Picking / Purse Snatching
- Shoplifting

- Thefts from Building
- Theft from Coin-Operated Machine
- Theft from Motor Vehicle
- Theft of Motor Vehicle Parts
- All other Larceny

Motor Vehicle Theft

Pornography / Obscene Material

Prostitution Offenses

- Prostitution
- Assisting or Promoting

Prostitution

- Purchasing Prostitution

Robbery

Sex Offenses

- Rape / Sodomy
- Sexual Assault with an Object
- Fondling

Stolen Property Offenses

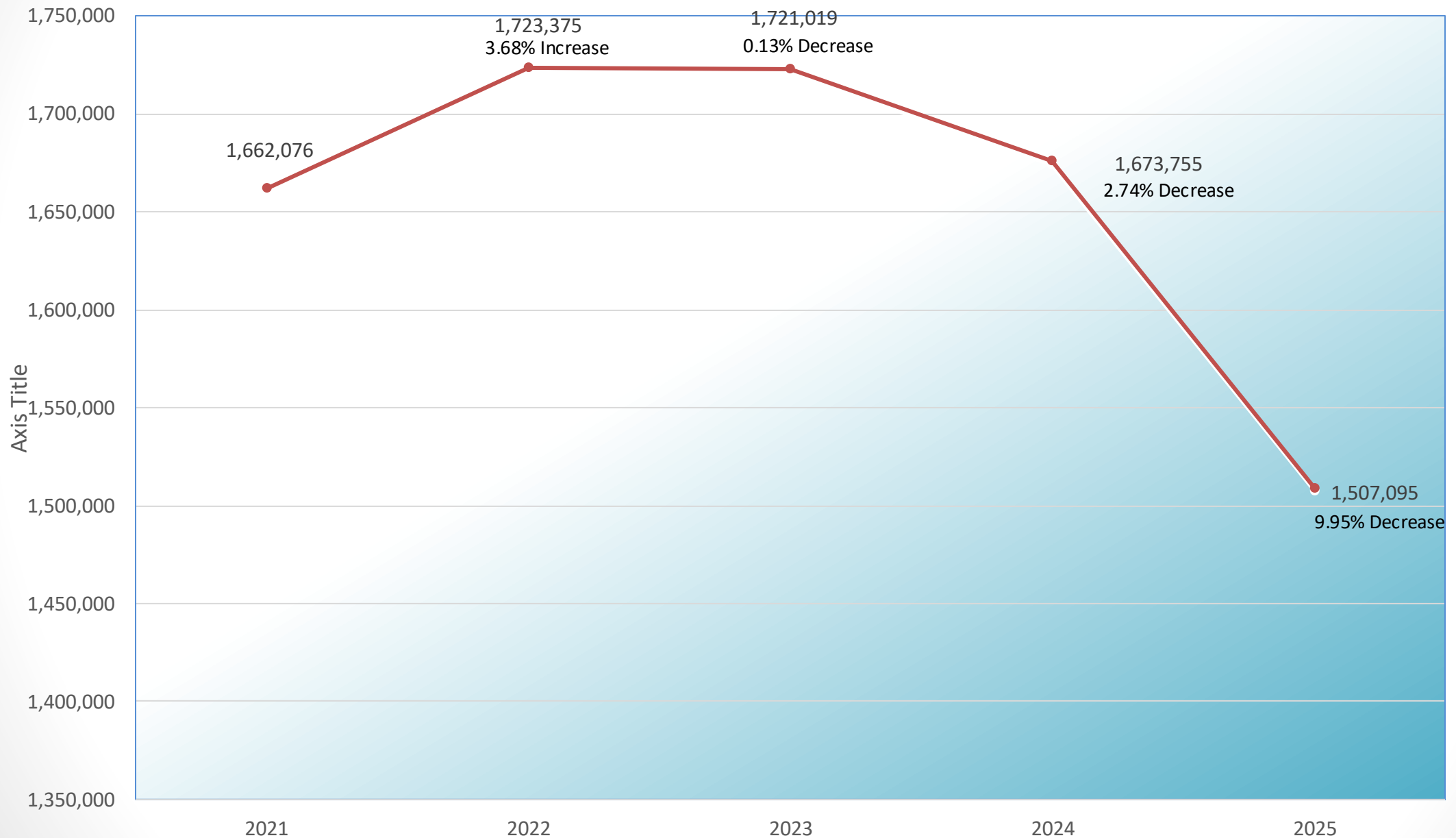
- Weapon Law Violations
- Animal Cruelty

Bad Checks

- Curfew / Loitering / Vagrancy
- Disorderly Conduct
- Driving Under the Influence
- Drunkenness
- Family Offenses (nonviolent)
- Liquor Law Violations
- Peeping Tom
- Trespass of Real Property
- All Other Offenses



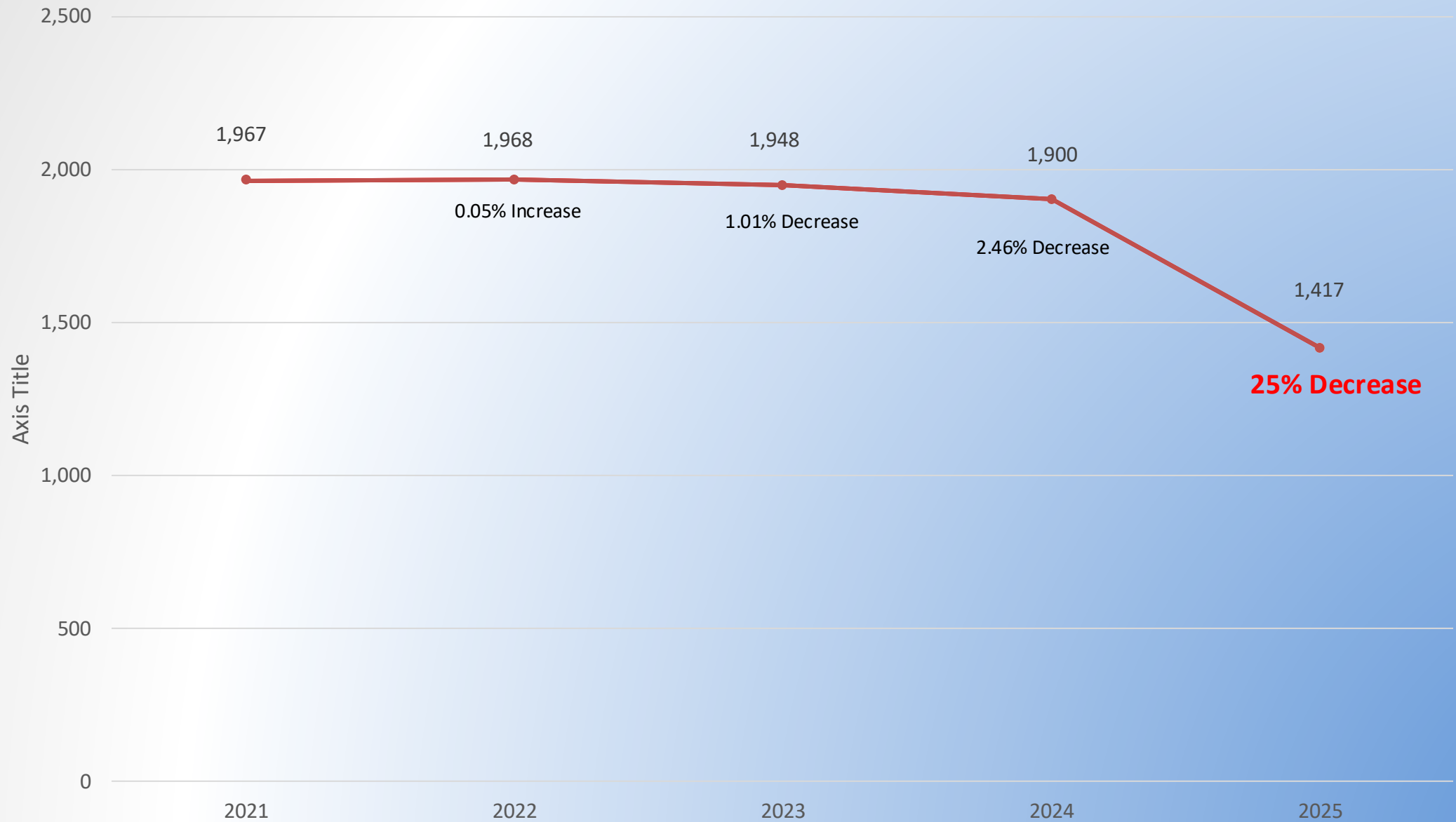
State of Texas Group A Offenses



Statistics obtained from Texas DPS Uniform Crime Reporting System



Group A Offenses by Year (Crime)



Breakdown 2024-2025

- Crimes Against Persons: Reduced 25.37%
- Crimes Against Property: Reduced 24.02%
- Crimes Against Society: Reduced 32.75%



Accomplishments

Recruitment/FTO

- Hiring Guidelines Review Board
- Recruiting Team
- Modified FTO program
- Attended recruiting events
- Add 2 police positions

Civil Service

- Hosted 5 civil service exams
- Processed over 150 applicants
- Local rule change for lateral officers (Immediately can move to top of list)

Axon

- FUSUS
- DFR
- Tasers
- Standards

Policies

- Evading
- Firearms
- Stop Sticks
- WRAP Restraints

Training

- Department-wide ALERRT
- Animal Ordinance
- Evidence Collection/Submittal
- Full gym
- Numerous Shift training

Compliance

- First ever 100% evidence audit
- TCPA Re-accreditation

Hot Spot Policing

- Pappadeaux
- Neighborhood Sweeps
- Temp Tag Initiative

Positions

- Reimplemented K9
- Reimplemented Bike Unit

Hiring

- Hired 13 police officers
- Animal Control Officer
- Parking Compliance Officer
- Executive Liaison
- Forensic Digital Tech

Contracts

- Clearview AI
- WCCTV
- New In Blue
- Pryme Infil
- Axon
- Tyler CAD/RMS

Fleet

- FTO Take Home vehicles
- New CID Fleet
- New Patrol Fleet
- Patrol Command Vehicle

Community Programs

- Unidos
- Shop Talk
- Open House
- Boo with the Blue



Thank you Questions?





STAFF REPORT

MEETING: City Council - February 17, 2026

TITLE:

Receive Police Department 2025 Racial Profiling Report

Vision Statement:

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

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement

- Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.

STAFF RESPONSIBLE:

Ron Wilcots

Chief Stogner, Police Chief

BACKGROUND/HISTORY:

The Texas Code of Criminal Procedure mandates all law enforcement agencies in the state to collect, analyze, and report on data related to racial profiling, relative to traffic stops by law enforcement officers. In compliance with those statutes, the Duncanville Police Department (DPD) collects data on every motor vehicle stop that results in a warning, citation, or arrest. As in previous years, DPD has contracted with the Research Justice Institute to analyze the data collected and prepare the annual report on racial profiling. The analysis and report were prepared by Dr. Chad Trulson, working in conjunction with Dr. Eric Fritsch, Chair of the Department of Criminal Justice at the University of North Texas.

The analysis shows that DPD is in full compliance with all relevant Texas laws concerning racial profiling.

POLICY EXPLANATION:

Texas Code of Criminal Procedure Article 2.131 prohibits peace officers from engaging in racial profiling. Articles 2.132 through 2.1385 require law enforcement agencies to develop a written policy meeting certain requirements, provide training and education to officers employed by the agency, provide a complaint and public education process, collect mandated data, report that data to the Texas Commission on Law Enforcement, analyze the data, provide a report to the governing body of the municipality, and prescribe penalties for the chief administrator of any law enforcement agency that is not in compliance with any of the aforementioned provisions.

FUNDING SOURCE:

ORG and Object Number

01055000-708103

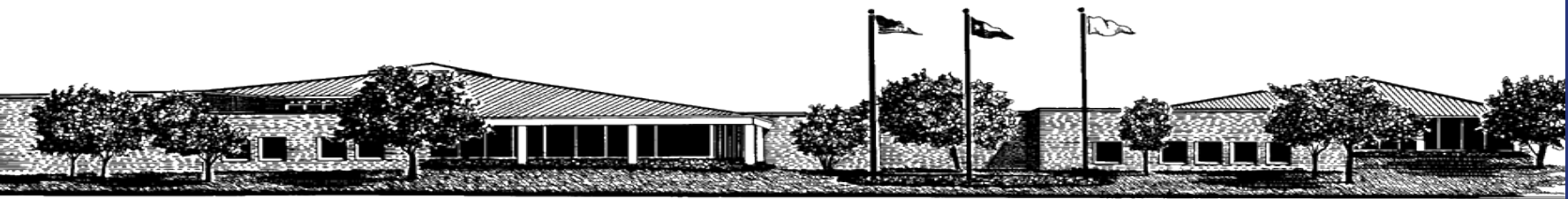
Available Budget	Purchase Amount	After Encumber
2,500.00	2,500.00	0.00

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

2026 Racial Profiling Presentation



DUNCANVILLE POLICE DEPARTMENT 2025 RACIAL PROFILING REPORT

FEBRUARY 17, 2026

RON WILCOTS, ASSISTANT CHIEF OF POLICE



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

Results of Report as Mandated by Law

A report of preceding year's data must be made to the agency's governing body by March 1st concerning the following:

Motor vehicle stops which resulted in a:

- Citation
- Warning
- Arrest
- Search





Comparative Analysis:

- Fully compliant with Policy Formulation requirements
- Fully compliant with educational requirements of personnel
- Fully compliant with Texas Law regarding racial profiling compliant process and public education of that process
- Fully compliant with Texas Law regarding the collection of racial profiling data
- Fully compliant with Texas Law regarding the reporting of racial profiling information to Texas Commission on Law Enforcement (TCOLE)

Independent Analysis

The Duncanville Police Department:

- Contracted with Justice Research Consultants, headed by Dr. Eric Fritsch
- Their analysis concludes the Duncanville Police Department is fully compliant with all applicable Texas Statutes pertaining to Racial Profiling
- The analysis is bulleted in the Executive Summary of the report (page 1)



Thank you

Any questions?





STAFF REPORT

MEETING: City Council - February 17, 2026

TITLE:

Receive the Quarterly Financial Report as of December 31, 2025.

Vision Statement:

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

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Jennifer Otey

BACKGROUND/HISTORY:

Fiscal Services is pleased to provide the quarterly report through OpenGov. The format is similar to how the information was provided previously, with year-to-date charts including the same time period for previous fiscal years. The report is broken down by a City report and a DCEDC (Duncanville Community Economic Development Corporation) report. See the link below to view the reports. As the year progresses and more quarterly reports are added, viewers will see the reports indexed on the landing page, as well as in the header as a drop-down list. Viewers will be able to drill down further into the accounts of each fund. Viewers can view year-to-date financials through the Transparency Portal at any time, but the quarterly report provides a fixed-in-time report with additional content and narratives.

[FY 2026 Quarterly Reports through December 31](#)

Highlights of the first quarter as of December 31, 2025. Across all funds, total revenue collected was \$22.1 million. This equates to 24.6% of the budget. Total expenditures to date were \$17.5 million, which equates to 16.6% of the budget. The benchmark for 3 months into the fiscal year is 25%.

The City receives the bulk of property tax revenue in the months of December —

February. Total tax received through December is \$11.4 million, just under half of the budget for property tax. The FY 2025 audit is currently underway but, as a note, the unaudited ending fund balance for the General Fund comes to \$22.5 million. It was projected in FY 2025 to utilize fund balance, but revenues ultimately exceeded the projection, and expenditures under the projection resulted in a small net increase. This means the fund balance continues to have excess of the 150 days in the approximate amount of \$4.4 million.

In addition to the financial data, viewers will find CIP highlights, Hotel/Motel awarded grants and projects to date, and DCEDC awarded grants and expenditures to date.

POLICY EXPLANATION:

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

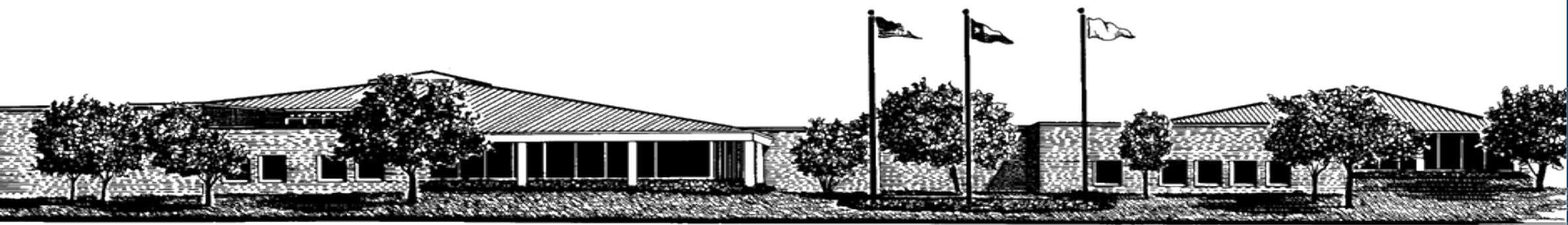
After Encumber

N/A

ACTION ALTERNATIVES:

ATTACHMENTS:

26 02.17 Financial Report as of December 31



FINANCIAL REPORT AS OF DECEMBER 31, 2025

JENNIFER OTEY, BUDGET ADMINISTRATOR

FEBRUARY 17, 2026

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to democratic principles and service above self

FY 2026 – Financial Summary

- First quarter: October – December 31
- Benchmark / Target = 25%
- OpenGov report

