Duncanville City Council Meeting Agenda

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

Tuesday, August 2, 2022

5:00 P.M. - Work Session/Briefing

7:00 P.M. - Regular Session

or immediately following the 5:00 pm Work Session/Briefing

City of Duncanville City Council meetings are available to all persons regardless of disability. The City of Duncanville offers Hearing Assistance Receivers for use during City Council Regular Sessions. If you require special assistance, please contact the City Secretary at (972)780-5017 or write 203 E. Wheatland Road, 75116, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

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.

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.

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person and by video conference at 6:00 pm on Tuesday, August 2, 2022 in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

This is an open meeting conducted by in person and video conference.

Due to limited seating in council chambers, persons or participants may attend by video conference in order to maintain safe social distance as provided in this notice.

To speak during Citizen Comments via ZOOM, you must register with the City Secretary before 4pm on Tuesday, August 2, 2022, email citysecretary@duncanville.com and title the email "Public Comment – August 2nd". You will need to register with the link below and attend the meeting. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your microphone to provide your comments. Feel free to email your comment to the City Secretary for the Mayor to read into the record for any unexpected technical issues that may arise.

To submit a comment via email and for your comments to be read, the following information is required:

- Submit a comment by 4:00 p.m. on Tuesday, August 2, 2022
- Email citysecretary@duncanville.com
- Email title: Public Comment – August 2nd.
- First and Last Name; and address.
- State if you would like the Mayor to read your comment or if you would like to speak via ZOOM.
- *The City Secretary will still set a two-minute time limit on the comments as they are read.*

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_BWJhMfJISOGMEgz07U4gqQ

After registering, you will receive a confirmation email containing information about joining the webinar.

A recording of the video meeting will be made available to the public in accordance with the Open Meetings Act upon written request.

WORK SESSION / BRIEFING

Citizen comments will not be heard during the Work Session/Briefing but will be heard during the Regular Session.

1. DISCUSS POSSIBLE APPOINTMENTS AND DISMISSALS FOR THE BOARD AND COMMISSION APPLICANTS FOR THE FOLLOWING BOARD AND COMMISSIONS:

- Audit Committee
- Board of Adjustment
- City Planning & Zoning Commission
- Duncanville Community and Economic Development Corporation Board (DCEDC)
- Duncanville Neighborhood Vitality Commission
- Keep Duncanville Beautiful Board
- Library Advisory Board
- Multicultural Social Engagement Partnership
- Park & Recreation Advisory Board
- Sign Control Board
- TIF (Tax Increment Financing Reinvestment Zone Number One)
- Tri-Cities Animal Control Board

2. DISCUSS APPOINTMENTS, DISMISSALS, DUTIES AND/OR ELIMINATION, CREATION OR COMBINATION OF ADDITIONAL BOARDS OR COMMISSIONS.

3. EXECUTIVE SESSION

A. "The City Council shall convene into Executive Session pursuant to the Texas Government Code Section 551.074 (Personnel) to discuss appointments, dismissals and/or duties to the Planning and Zoning Commission, Board of Adjustment, Duncanville Community and Economic Development Corporation Board, and TIF (Tax Increment Financing Reinvestment Zone Number One)."

B. "City Council shall convene into closed executive session pursuant to Section 551.071 and 551.074 of the Texas Government Code to seek legal advice from City Attorney and to deliberate concerning a compliant under Sec. 2-54 and 2-55 of the Code of Ordinances of former City Councilmember, to wit: Former City Councilmember Place 4 Mark Cooks."

4. DISCUSS AGENDA ITEMS

5. BRIEFINGS / PRESENTATIONS

A. Presentation and Discussion of the City Manager's Fiscal Year 2022-2023 Proposed Budget.

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 5:00 PM WORK SESSION/BRIEFING)

CALL TO ORDER
INVOCATION
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

None.

3. CITIZENS' INPUT

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

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

To speak by video conference during Citizen Comments, you must register with the City Secretary before 4 pm on Tuesday, August 2, 2022, email citysecretary@duncanville.com and title the email. "Public Comment – August 2nd". You will need to register with the link below to attend the meeting by video conference. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your camera and microphone. Feel free to email your citizen comment to the City Secretary when registering for the Mayor to read into the record if any unexpected technical issues arise.

To submit a comment via email and for your comments to be read, the following information is required:

- Submit a comment by 4:00 p.m. on Tuesday, August 2, 2022.
- Email citysecretary@duncanville.com
- Email title: Public Comment – August 2nd.
- First and Last Name; and address.
- State if you would like the Mayor to read your comment or if you would like to speak via ZOOM.
- *The City Secretary will still set a two-minute time limit on the comments as they are read.*

To speak during the Public Hearing on Agenda Item 5A via ZOOM, you must register with the City Secretary before 4pm. When the Mayor opens the Public Hearing, you will need to use the "raise your hand" option provided by ZOOM. Press *9 on your phone's dial pad to "raise your hand" if you are calling in and want to speak. You may also submit your comments in advance in accordance with the guidelines for "Public Comments."

4. CONSENT AGENDA

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

A. Consider a Resolution awarding a bid for the purchase and installation of eight HVAC units for the building at 103 E Wheatland Rd by a cooperative purchasing agreement with Trane in the expenditure amount of $116,859.00. 6 - 66

HVAC Units

B. Consider a Resolution approving the terms and conditions of Professional Service Agreement #22-0030 for a Sanitary Sewer Evaluation Survey of Basin DD and portions of Basin DA and Basin TA, with Burgess & Niple, Inc., for a total cost not to exceed $99,344.61. 67 - 86

Sanitary Sewer Evaluation Survey

C. Consider a Resolution awarding a bid for the purchase of parts and repair services for Pierce fire engines through a cooperative purchasing agreement with Siddons-Martin Emergency Group in the expenditure amount not to exceed $250,000.00. 87 - 154

Repair Services

D. Consider a Resolution for an offer of a Hotel Occupancy Tax Grant for the FY 22-23 budget in the amount not to exceed $32,000 to the Duncanville Community Theatre. 155 - 188

Duncanville Community Theatre

E. Consider a Resolution for an offer of a Hotel Occupancy Tax Grant for the FY 22-23 budget in the amount not to exceed $53,000 to the Duncanville Lion's Club. 189 - 214

Duncanville Lion's Club

F. Consider a Resolution for an offer of a Hotel Occupancy Tax Grant for the FY 22-23 budget in the amount not to exceed $60,000 to the Great American Shoot-Out (GASO). 215 - 268

Great American Shoot-Out (GASO)

G. Consider a Resolution for an offer of a Hotel Occupancy Tax Grant for the FY 22-23 budget in the amount not to exceed $19,200 to the Duncanville Chamber of Commerce for the establishment and maintenance of the Duncanville Visitor Center. 269 - 289

Duncanville Visitor Center

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Conduct a Public Hearing and consider an Ordinance of the City of Duncanville, Texas, adopting Chapter 12D "Youth Program Standards of Care" 290 - 303

Youth Program Standards of Care

To speak during the Public Hearing on Agenda Item 5A via ZOOM, you must register with the City Secretary before 4pm. When the Mayor opens the Public Hearing, you will need to use the "raise your hand" option provided by ZOOM. Press *9 on your phone's dial pad to "raise your hand" if you are calling in and want to

speak. You may also submit your comments in advance in accordance with the guidelines for "Public Comments."

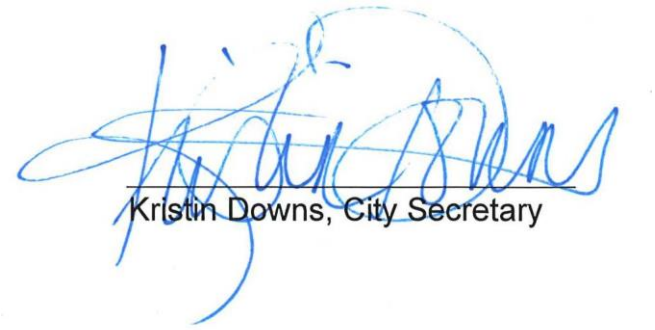
B. Take any necessary action as a result of the Executive Session.

6. STAFF AND BOARD REPORTS

A. Receive the Police Department Quarterly Report.

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 at the entrance to the City of Duncanville City Hall, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanville.com and said Notice was posted on the following date and time: **Friday, July 29, 2022 at 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.



Kristin Downs, City Secretary

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

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

STAFF REPORT

MEETING: City Council - 02 Aug 2022

TITLE:
Consider a Resolution awarding a bid for the purchase and installation of eight HVAC units for the building at 103 E Wheatland Rd by a cooperative purchasing agreement with Trane in the expenditure amount of $116,859.00.

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:
Jacqueline R. Culton, PE, MBA, Interim Director of Public Works
Dennis Souter, Equipment Services Superintendent

BACKGROUND/HISTORY:
City personnel occupied the building at 103 E Wheatland Rd in January 2022. The building had not been fully occupied for several years. In the staff's assessment of the building, it was determined that the HVAC units, installed in 2003, had reached the end of their useful lives, were not cooling appropriately, and needed replacement.

POLICY EXPLANATION:
HVAC products are available from Trane through US Communities Cooperative Contract Number 15-JLP-023. State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any State law requiring that the local government seek competitive bids for the purchase of the item. USC contracts are competitively bid to increase and simplify the purchasing power of entities. The Texas Local Government Code Chapters 271 and 791 allow government agencies to voluntarily participate in these cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number
75800001-700884-ARPA2

Available Budget	**Purchase Amount**	**After Encumber**

$116,859.00	$116,859.00	$0.00

ACTION ALTERNATIVES:

1. Approve funding in the amount of $116,859.00 to procure and install eight HVAC units for the building at 103 E Wheatland Rd from Trane.
2. Other actions as directed by Council.

ATTACHMENTS:

Attachment 1 - Resolution No. - 2022-059 - HVAC Equipment Purchase and Installation for 103 E Wheatland Rd - Pdf

RESOLUTION NO. 2022-059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID FOR THE PURCHASE AND INSTALLATION OF EIGHT HVAC UNITS FOR THE BUILDING AT 103 E WHEATLAND RD BY A COOPERATIVE PURCHASING AGREEMENT WITH TRANE IN THE EXPENDITURE AMOUNT OF $116,859.00 AS PROVIDED IN EXHIBIT "A," WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN THROUGH USC CONTRACT NUMBER 15-JLP-023; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with U.S. Communities Government Purchasing Alliance (USC) for products and services; and

WHEREAS, USC has taken sealed bids for HVAC Products, Installation, Services, and Related Products and Services and awarded to Trane; and

WHEREAS, the City Council of the City of Duncanville desires to award a bid and approve the procurement and installation of eight HVAC units for the building at 103 E Wheatland Rd from Trane through USC Contract Number 15-JLP-023.

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

SECTION 1. The City Council of the City of Duncanville hereby awards a bid and approves the procurement and installation of eight HVAC units for the building at 103 E Wheatland Rd from Trane through USC Contract Number 15-JLP-023 in the expenditure amount of $116,859.00.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager, or her designee, to execute the appropriate and necessary contracts, documents, and or purchase orders.

SECTION 3. This resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 2nd day of August, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

Proposal

(Valid for 30 days from Proposal date)

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc. dba Trane

DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

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Prepared For:
Dennis Souter

Job Name:
City of Duncanville 103 E Wheatland Replacements
103 E Wheatland Road
DUNCANVILLE, TX 75116

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Date: July 1, 2022

Proposal Number: L3-385052-1

CRM: 3117765

USC Cooperative Contract Number: 15-JLP-023
USC Cooperative Quote Number: 02-10584-22-001

Payment Terms:
Net 30 Days

Trane U.S. Inc. dba Trane is pleased to provide the following proposal for your review and approval.

Tag Data - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop (Qty: 4)

Item	Tag(s)	Qty	Description	Model Number
A1	RTU-7	1	3 Ton Gas Heat RTU	YSC036G3RMB--D0A1A1060000000000000000000
A2	RTU-2, RTU-6	2	4 Ton Gas Heat RTU	YSC048G3RMB--D0A1A1060000000000000000000
A3	RTU-3	1	5 Ton Gas Heat RTU	YSC060G3RMB--D0A1A1060000000000000000000

Product Data - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop
All Units ; CURRENT LEAD TIME: 24 Weeks

DX cooling, gas heat
Standard efficiency
Convertible configuration
208-230/60/3
Microprocessor controls
Economizer Dry Bulb 0-100% with Barometric Relief
Hinged panels/standard filters
Standard condenser coil w/hail guard
BACnet Communications Interface
Through the base electrical
Non-fused disconnect
Thermostat – Programmable 4H/2C (Fld)
5 Year Parts and Labor Warranty

Item: A1 Qty: 1 Tag(s): RTU-7
3 Ton
Medium gas heat

Item: A2 Qty: 2 Tag(s): RTU-2, RTU-6
4 Ton
Medium gas heat

Item: A3 Qty: 1 Tag(s): RTU-3
5 Ton
Medium gas heat

Tag Data - PREC (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
E1	RTU-5	1	7.5 Ton Gas Heat RTU	YSJ090A3S0L--D0A000010000000000000000000
E2	RTU-4	1	10 Ton Gas Heat RTU	YSJ120A3S0M--D0A000010000000000000000000

Product Data - PREC

All Units ; CURRENT LEAD TIME: 28 Weeks

Standard ship cycle
DX Cooling / Gas
Standard Efficiency
R-410A
208-230/60/3
Symbio 700
Economizer, DB with Barometric Relief
Hinged Access Panels
Advanced Controls and BACnet BAS
Through the base electrical
Non-fused disconnect
5 Year Parts and Labor Warranty

Item: E1 Qty: 1 Tag(s): RTU-5

7.5 Ton
Low Gas Heat

Item: E2 Qty: 1 Tag(s): RTU-4

10 Ton
Medium Gas Heat

Tag Data - Trane - Mitsubishi Ductless Split (P Series) (Qty: 2)

Item	Tag(s)	Qty	Description
C1	SS-8, SS-9	2	3 Ton Ductless Ceiling Cassette

Product Data - Trane - Mitsubishi Ductless Split (P Series)

Item: C1 Qty: 2 ; CURRENT LEAD TIME: 3 Weeks

3 Ton Condenser - TRUYA0361KA70NA
3 Ton Ceiling Cassette -TPLA0A0361EA70A
1 Condensate Pump
1 Hail Guard
1 30 Ft Line Set
2 Wind Baffles
1 Wireless Controller
5 Year Parts and Labor Warranty

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Installation Scope:

- Shut down electrical to all the equipment being replaced
- Disconnect electrical, gas and condensate lines
- Provide storage and delivery of equipment to the jobsite
- Provide crane and rigging to remove and set all equipment on the roof
- Install junction box for electrical and extend to mount on new units
- Provide and install new disconnects to match new units MOP's
- Transition gas and condensate lines to fit to the new units height
- Install new thermostats
- Pull all permits and get inspections as needed
- Startup equipment and log all information
- Haul off and dispose of old equipment

Exclusions:

- Fire controls system work is excluded
- Any building automation is excluded (units have BACnet cards so they can be implemented into a BAS system in the future)
- Any remediation that is deemed necessary once work begins is excluded (mold or asbestos for example)

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Total Net Price *(Excluding Sales Tax)* .....$ 116,859.00

Sincerely,

Josh Wendt – Account Manager

TRANE BUILDING ADVANTAGE

1617 Hutton Drive,
Carrollton, TX 75006
Phone: 469-346-6449
Email: josh.wendt@trane.com

This proposal is subject to your acceptance of the attached Trane terms and conditions.

Submitted By: Josh Wendt	Cell: (469) 346-6449 Office: (469) 758-3000 Proposal Date: July 1, 2022
CUSTOMER ACCEPTANCE	**TRANE ACCEPTANCE** Trane U.S. Inc. dba Trane
Authorized Representative	Authorized Representative _____
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number:

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TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. dba Trane.

1.Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2.Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3.Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Destination. Title and risk of loss or damage to Equipment will pass to Customer upon delivery of such to Customer's site.

4.Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3-month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

5.Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6.Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7.Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8.Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9.Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10.Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11.Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12.Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13.Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14.Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15.Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall

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Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16.Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17.Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, with notice to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18.Indemnity. To the fullest extent permitted by law, Company shall indemnify, defend and hold harmless Customer from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of Company and its employees or other authorized agents in connection with its activities within the scope of this Agreement. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19.Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20.CONTAMINANTS LIABILITY The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21.Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22.Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)" are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY .OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**

23.Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability $2,000,000 per occurrence
Automobile Liability $2,000,000 CSL
Workers Compensation Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date thatCompany or its subcontractors physically performed work on the project site.

25.General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with thelaws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's orprovince's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after thecause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of lawshall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and

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effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0821)
Supersedes 1-26.251-10(0720)

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Exhibit B

Submittal

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc. dba Trane

DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

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Prepared For:
Dennis Souter

Date: *July 1, 2022*

Customer P.O. Number:
Customer Project Number:

Job Number:
Job Name:
City of Duncanville 103 E Wheatland Replacements
203 E Wheatland Road
DUNCANVILLE, TX 75116

Trane U.S. Inc. dba Trane is pleased to provide the enclosed submittal for your review and approval.

Product Summary

Qty	Product
4	3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop
1	UPG Accessories
2	Trane - Mitsubishi Ductless Split (P Series)
2	JV_CTRL
2	PREC

Josh Wendt
Trane U.S. Inc. dba Trane
1617 HUTTON DRIVE
Carrollton, TX 75006-8336
Phone: (469) 758-3000
Cell:
Fax: (972) 243-1398

The attached information describes the equipment we propose to furnish for this project, and is submitted for your approval.

Product performance and submittal data is valid for a period of 6 months from the date of submittal generation. If six months or more has elapsed between submittal generation and equipment release, the product performance and submittal data will need to be verified. It is the customer's responsibility to obtain such verification.

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Tag Data - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop (Qty: 4)

Item	Tag(s)	Qty	Description	Model Number
A1	RTU-7	1	3 Ton Gas Heat RTU	YSC036G3RMB--D0A1A1060000000000000000
A2	RTU-2, RTU-6	2	4 Ton Gas Heat RTU	YSC048G3RMB--D0A1A1060000000000000000
A3	RTU-3	1	5 Ton Gas Heat RTU	YSC060G3RMB--D0A1A1060000000000000000

Product Data - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop

All Units

DX cooling, gas heat
Standard efficiency
Convertible configuration
208-230/60/3
Microprocessor controls
Medium gas heat
Economizer Dry Bulb 0-100% with Barometric Relief
Hinged panels/standard filters
Standard condenser coil w/hail guard
Through the base electrical
Non-fused disconnect
BACnet Communications Interface
5 Year Parts and Labor Warranty

Item: A1 Qty: 1 Tag(s): RTU-7

3 Ton

Item: A2 Qty: 2 Tag(s): RTU-2, RTU-6

4 Ton

Item: A3 Qty: 1 Tag(s): RTU-3

5 Ton

Performance Data - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop

Tags	RTU-7	RTU-2, RTU-6	RTU-3
Design Airflow (cfm)	1200	1600	2000
Airflow Application	Downflow	Downflow	Downflow
Cooling Entering DB (F)	80.00	80.00	80.00
Cooling Entering WB (F)	67.00	67.00	67.00
Ambient Temp (F)	105.00	105.00	105.00
Evap Coil Leaving Air Temp (DB) (F)	57.78	57.56	58.13
Evap Coil Leaving Air Temp (WB) (F)	57.78	57.56	58.13
Cooling Leaving Unit DB (F)	59.88	59.68	60.24
Cooling Leaving Unit WB (F)	58.58	58.37	58.93
Gross Total Capacity (MBh)	34.53	45.27	55.96
Gross Sensible Capacity (MBh)	28.63	37.03	47.45
Gross Latent Capacity (MBh)	5.90	8.25	8.51
Net Total Capacity (MBh)	33.41	43.79	53.45
Net Sensible Capacity (MBh)	27.51	35.54	44.94
Net Sensible Heat Ratio (Number)	0.82	0.81	0.84
Heating EAT (F)	70.00	70.00	70.00
Heating LAT (F)	132.70	117.10	107.80
Heating Delta T (F)	62.70	47.10	37.80
Input Heating Capacity (MBh)	100.00	100.00	100.00
Output Heating Capacity (MBh)	81.00	81.00	81.00
Output Heating Cap. w/Fan (MBh)	82.25	82.90	83.99
Design ESP (in H2O)	0.500	0.500	0.500
Component SP (in H2O)	0.060	0.130	0.180
Indoor mtr operating power (bhp)	0.40	0.61	0.99
Indoor RPM (rpm)	918	1028	1150

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Tags	RTU-7	RTU-2, RTU-6	RTU-3
Indoor Motor Power (kW)	0.30	0.45	0.74
Compressor Power (kW)	2.78	3.81	4.41
System Power (kW)	3.58	4.96	5.51
MCA (A)	20.00	26.00	29.00
MOP (A)	30.00	35.00	40.00
Compressor 1 RLA (A)	10.40	13.70	15.90
Compressor 2 RLA (A)	0.00	0.00	0.00
Evaporator fan FLA (A)	5.70	6.90	6.90
Condenser fan FLA (A)	1.10	1.40	1.40
Evaporator face area (sq ft)	6.98	6.98	6.98
Evaporator rows (Each)	2.00	2.00	2.00
Evaporator fin spacing (Per Foot)	192	192	192
Evaporator face velocity (ft/min)	172	229	287
Min. unit operating weight (lb)	472.0	492.0	522.0
Max. unit operating weight (lb)	747.0	767.0	797.0
Fan motor heat (MBh)	1.12	1.49	2.51
Dew Point (F)	57.79	57.56	58.14
Max Available ESP (in H2O)	0.750	0.720	1.030
Run Acoustics	Yes	Yes	Yes
Ducted Discharge - 63 Hz (dB)	89	89	91
Ducted Discharge - 125 Hz (dB)	71	72	77
Ducted Discharge - 250 Hz (dB)	68	68	77
Ducted Discharge - 500 Hz (dB)	59	63	65
Ducted Discharge - 1 kHz (dB)	55	60	63
Ducted Discharge - 2 kHz (dB)	50	56	59
Ducted Discharge - 4 kHz (dB)	45	55	56
Ducted Discharge - 8 kHz (dB)	38	48	48
Ducted Inlet - 63 Hz (dB)	89	91	91
Ducted Inlet - 125 Hz (dB)	72	71	76
Ducted Inlet - 250 Hz (dB)	60	65	67
Ducted Inlet - 500 Hz (dB)	53	56	58
Ducted Inlet - 1 kHz (dB)	48	53	54
Ducted Inlet - 2 kHz (dB)	44	50	52
Ducted Inlet - 4 kHz (dB)	42	47	51
Ducted Inlet - 8 kHz (dB)	37	42	45
Outdoor Noise - 63 Hz (dB)	79	81	85
Outdoor Noise - 125 Hz (dB)	85	82	82
Outdoor Noise - 250 Hz (dB)	79	83	81
Outdoor Noise - 500 Hz (dB)	79	81	81
Outdoor Noise - 1 kHz (dB)	77	77	77
Outdoor Noise - 2 kHz (dB)	71	72	72
Outdoor Noise - 4 kHz (dB)	67	66	67
Outdoor Noise - 8 kHz (dB)	58	59	61
Rated capacity (AHRI) (MBh)	36.00	48.00	58.50
Refrig charge (HFC-410A) - ckt 1 (lb)	3.2	3.5	4.8
ASHRAE 90.1	Yes	Yes	Yes
Saturated Suction Temp Circuit 1 (F)	49.01	50.73	51.43
Saturated Discharge Temp Circuit 1 (F)	122.08	125.40	125.65
IEER ( )	14.00	14.00	14.00
EER @ AHRI Conditions (EER)	12.0	12.0	12.0
Total Static Pressure (in H2O)	0.560	0.630	0.680
Length (ft)	5.82	5.82	5.82
Width (ft)	3.69	3.69	3.69
Height (ft)	3.41	3.41	3.41
Indoor Fan Type	FC Centrifugal	FC Centrifugal	FC Centrifugal

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Tags	RTU-7	RTU-2, RTU-6	RTU-3
Indoor Fan Drive Type	Direct	Direct	Direct
Outdoor Fan Type	Propeller	Propeller	Propeller
Outdoor Fan Drive Type	Direct	Direct	Direct
Outdoor Fan Quantity ( )	1	1	1
Heating Type	Gas Heat	Gas Heat	Gas Heat
Heating Stages	2	2	2

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Mechanical Specifications - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop
Item: A1 - A3 Qty: 4 Tag(s): RTU-7, RTU-2, RTU-6, RTU-3

General
The units shall be convertible airflow. The operating range shall be between 115°F and 0°F in cooling as standard from the factory for units with microprocessor controls. Operating range for units with electromechanical controls shall be between 115°F and 40°F. Cooling performance shall be rated in accordance with ARI testing procedures. All units shall be factory assembled, internally wired, fully charged with R-410A, and 100 percent run tested to check cooling operation, fan and blower rotation, and control sequence before leaving the factory. Wiring internal to the unit shall be colored and numbered for simplified identification. Units shall be cULus listed and labeled, classified in accordance for Central Cooling Air Conditioners.

Casing
Unit casing shall be constructed of zinc coated, heavy gauge, galvanized steel. Exterior surfaces shall be cleaned, phosphatized, and finished with a weather-resistant baked enamel finish. Unit's surface shall be tested 672 hours in a salt spray test in compliance with ASTM B117. Cabinet construction shall allow for all maintenance on one side of the unit. Service panels shall have lifting handles and be removed and reinstalled by removing two fasteners while providing a water and air tight seal. All exposed vertical panels and top covers in the indoor air section shall be insulated with a cleanable foil-faced, fire-retardant permanent, odorless glass fiber material. The base of the unit shall be insulated with 1/8", foil-faced, closed-cell insulation. All insulation edges shall be either captured or sealed. The unit's base pan shall have no penetrations within the perimeter of the curb other than the raised 1 1/8" high downflow supply/return openings to provide an added water integrity precaution, if the condensate drain backs up. The base of the unit shall have provisions for forklift and crane lifting, with forklift capabilities on three sides of the unit.

Unit Top
The top cover shall be one piece construction or, where seams exist, it shall be double-hemmed and gasket-sealed. The ribbed top adds extra strength and enhances water removal from unit top.

Compressors
All units shall have direct-drive, hermetic, scroll type compressors with centrifugal type oil pumps. Motor shall be suction gas-cooled and shall have a voltage utilization range of plus or minus 10 percent of unit nameplate voltage. Internal overloads shall be provided with the scroll compressors.

Dual compressors are outstanding for humidity control, light load cooling conditions and system back-up applications. Dual compressors are available on 7½-10 ton models and allow for efficient cooling utilizing 3-stages of compressor operation for all high efficiency models.

Indoor Fan
The following units shall be equipped with a direct drive plenum fan design (T/YSC120F,T/YHC074F, T/YHC092F,T/YHC102F, 120F). Plenum fan design shall include a backward-curved fan wheel along with an external rotor direct drive variable speed indoor motor. All plenum fan designs will have a variable speed adjustment potentiometer located in the control box.

3 to 5 ton units (high efficiency 3-phase with optional motor) are belt driven, FC centrifugal fans with adjustable motor sheaves. 3 to 5 ton units (standard and high efficiency 3-phase) have multispeed, direct drive motors. All 6 to 8½ ton units (standard efficiency) shall have belt drive motors with an adjustable idler-arm assembly for quick-adjustment to fan belts and motor sheaves. All motors shall be thermally protected. All 10 tons, 6 ton (074), 7½ to 8½ (high efficiency) units have variable speed direct drive motors. All indoor fan motors meet the U.S. Energy Policy Act of 1992 (EPACT).

Outdoor Fans
The outdoor fan shall be direct-drive, statically and dynamically balanced, draw-through in the vertical discharge position. The fan motor shall be permanently lubricated and shall have built-in thermal overload protection.

Evaporator and Condenser Coils
Internally finned, 5/16" copper tubes mechanically bonded to a configured aluminum plate fin shall be standard. Evaporator coils are standard for all 3 to 10 ton standard efficiency models. Microchannel condenser coils are standard for all 3 to 10 ton standard efficiency models and 4, 5, 6, 7.5, 8.5 ton high efficiency models. The microchannel type condenser coil is not offered on the 4 and 5 ton dehumidification model. Due to flat streamlined tubes with small ports, and metallurgical tube-to-fin bond, microchannel coil has better heat transfer performance. Microchannel condenser coil can reduce system refrigerant charge by up to 50% because of smaller internal volume, which leads to better compressor reliability. Compact all-aluminum microchannel coils also help to reduce the unit weight. These all aluminum coils are recyclable. Galvanic corrosion is also minimized due to all aluminum construction. Strong aluminum brazed structure provides better fin protection. In addition, flat streamlined tubes also make microchannel coils more

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dust resistant and easier to clean. Coils shall be leak tested at the factory to ensure the pressure integrity. The evaporator coil and condenser coil shall be leak tested to 600 psig. The assembled unit shall be leak tested to 465 psig. The condenser coil shall have a patent pending 1+1+1 hybrid coil designed with slight gaps for ease of cleaning. A plastic, dual-sloped, removable and reversible condensate drain pan with through-the-base condensate drain is standard.

Tool-less Hail Guards
Tool-less, hail protection quality coil guards are available for condenser coil protection.

Controls
Unit shall be completely factory-wired with necessary controls and contactor pressure lugs or terminal block for power wiring. Unit shall provide an external location for mounting a fused disconnect device. A choice of microprocessor or electromechanical controls shall be available. Microprocessor controls provide for all 24V control functions. The resident control algorithms shall make all heating, cooling, and/or ventilating decisions in response to electronic signals from sensors measuring indoor and outdoor temperatures. The control algorithm maintains accurate temperature control, minimizes drift from set point, and provides better building comfort. A centralized microprocessor shall provide anti-short cycle timing and time delay between compressors to provide a higher level of machine protection. 24-volt electromechanical control circuit shall include control transformer and contactor

High Pressure Control
All units include High Pressure Cutout as standard.

Phase monitor
Phase monitor shall provide 100% protection for motors and compressors against problems caused by phase loss, phase imbalance, and phase reversal. Phase monitor is equipped with an LED that provides an ON or FAULT indicator. There are no field adjustments. The module will automatically reset from a fault condition.

BACnet Communications
The BACnet communications interface allows the unit to communicate directly with a generic open protocol BACnet MS/TP Network Building Automation System Controls.

Refrigerant Circuits
Each refrigerant circuit offer thermal expansion valve as standard. Service pressure ports, and refrigerant line filter driers are factory-installed as standard. An area shall be provided for replacement suction line driers.

Gas Heating Section
The heating section shall have a progressive tubular heat exchanger design using stainless steel burners and corrosion resistant steel throughout. An induced draft combustion blower shall be used to pull the combustion products through the firing tubes. The heater shall use a direct spark ignition (DSI) system. On initial call for heat, the combustion blower shall purge the heat exchanger for 20 seconds before ignition After three unsuccessful ignition attempts, the entire heating system shall be locked out until manually reset at the thermostat/zone sensor. Units shall be suitable for use with natural gas or propane (field-installed kit) and also comply with the California requirement for low NOx emissions (Gas/Electric Only).

Hinged Access Doors
Sheet metal hinges are available on the Filter/Evaporator, Supply Fan/Heat, and the Compressor/Control Access Doors.

Economizer
This accessory shall be available with or without barometric relief. The assembly includes fully modulating 0-100 percent motor and dampers, minimum position setting, preset linkage, wiring harness with plug, spring return actuator and fixed dry bulb control. The barometric relief shall provide a pressure operated damper that shall be gravity closing and shall prohibit entrance of outside air during the equipment off cycle. Optional solid state or differential enthalpy control shall be available for either factory or field installation. The economizer arrives in the shipping position and shall be moved to the operating position by the installing contractor.

Through the Base Electrical Access
An electrical service entrance shall be provided allowing electrical access for both control and main power connections inside the curb and through the base of the unit. Option will allow for field installation of liquid-tight conduit and an external field-installed disconnect switch.

Through the Base Electrical with Disconnect Switch

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This 3-pole, molded case, disconnect switch with provisions for through the base electrical connections are available. The disconnect switch will be installed in the unit in a water tight enclosure with access through a swinging door. Wiring will be provided from the switch to the unit high voltage terminal block. The switch will be UL/CSA agency recognized.

Note: The disconnect switch will be sized per NEC and UL guidelines but will not be used in place of unit overcurrent protection.

ATTENTION
For installation in SCAQMD only: This furnace does not meet the SCAQMD Rule 1111 14 ng/J NOx emission limit, and thus is subject to a mitigation fee of up to $450. This furnace is not eligible for the Clean Air Furnace Rebate Program: www.CleanAirFurnaceRebate.com.

Control Specification (if applied in a system with a system-level controller)

A. CONTROL SYSTEM OVERVIEW:
Control System shall include a System Controller, all controllers for HVAC equipment and ancillary devices (such as lights and exhaust fans), wireless communication between the System Controller, equipment controllers, and space sensors, and all wiring and end devices required. Control System to be fully programmed and commissioned by the installing contractor.

B. TOUCH SCREEN DISPLAY:
Control System shall include a 10" color Touch Screen Display for use by building occupants to adjust zone temperature setpoints, override lighting and HVAC equipment for after-hours use, modify schedules, and view service notifications. This display shall have PIN access for users and provide setpoint adjustment limits.

C. MOBILE APP:
Control System manufacturer shall provide a Mobile App for iOS and Android devices to allow occupants to perform the same functions (listed above) as the Touch Screen Display.

D. WEB BROWSER INTERFACE:
System Controller shall have an embedded Web Browser Interface to allow the installer and service providers to make adjustments to system control parameters and view trend logs and other service information.

E .SYSTEM CONTROLLER:
System Controller shall provide scheduling and coordination of all HVAC equipment, exhaust fans, and controlled lighting devices. The System Controller shall include a software application that coordinates the operation of rooftop units and VAV terminals. The System Controller shall support multiple system types, including Single-Zone Constant Volume, Single-Zone VAV, Changeover Bypass, Changeover VAV, and Multiple-Zone VAV with Terminal Heat (electric or hot water). The System Controller shall provide energy optimization strategies including Night Setback, Optimal Start, Fan Pressure Optimization, Discharge Air Temperature Reset, and Demand-Controlled Ventilation.

F. REMOTE ACCESS/NETWORK SECURITY:
Installer shall provide secure remote access to the Control System to enable the owner or service provider to access the system remotely using the Mobile App or Web Browser Interface. The Control System must be secured behind a firewall and not allow any inbound ports to be open or exposed to the internet. Control System manufacturer shall provide a remote access portal accessible by the owner and/or a service provider (as authorized by the owner).

Sequence of Operation (if applied in a SINGLE-ZONE CONSTANT-VOLUME SYSTEM or a CHANGEOVER BYPASS SYSTEM)

A. SYSTEM OPERATING MODES:
The System Controller shall send the equipment controllers Occupied/Unoccupied, Morning Warm-up/Pre-cool, and Heat/Cool modes. If communication is lost, the equipment controllers shall operate using default modes and setpoints.

1. NIGHT SETBACK:
During unoccupied mode, the system shall shut off. If the zone temperature drifts to the unoccupied heating or cooling setpoint, the system shall start up to heat or cool the zone, while the OA damper remains closed (unless economizing).

2. OPTIMAL START:
The System Controller shall automatically determine the optimal start time, such that each zone reaches its occupied setpoint just in time for scheduled occupancy.

3. DEMAND-CONTROLLED VENTILATION:

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For those zones equipped with an occupancy sensor or CO2 sensor, outdoor airflow shall be reset based on occupancy status and/or measured CO2 concentration.

B. SINGLE-ZONE CONSTANT-VOLUME SYSTEM

1. OCCUPIED HEAT/COOL:
The RTU shall operate the supply fan continuously and modulate (or cycle) compressors, modulate (or stage) heat, and/or enable airside economizing to maintain zone temperature at setpoint. The OA damper shall open to bring in the required amount of ventilation.

2. MORNING WARM-UP/PRE-COOL:
The RTU shall operate the supply fan and modulate (or cycle) compressors or modulate (or stage) heat to raise/lower zone temperature to its occupied setpoint. The OA damper shall remain closed, unless economizing.

D. CHANGEOVER BYPASS SYSTEM

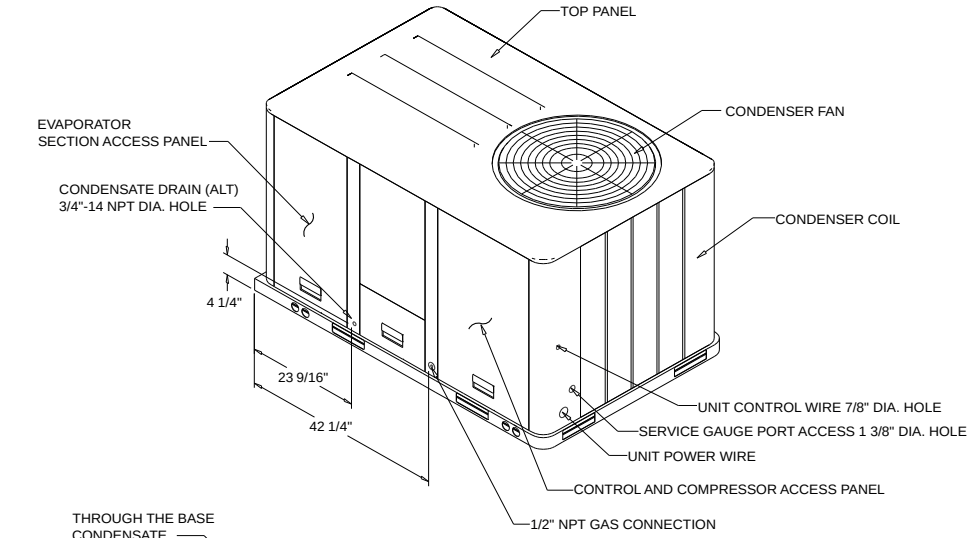
1. OCCUPIED HEAT/COOL:
Each VAV terminal shall use pressure-independent control, with airflow measurement, to vary primary airflow to maintain zone temperature at its occupied setpoint. The RTU shall modulate the bypass damper to maintain duct static pressure at setpoint and modulate (or cycle) compressors, modulate (or stage) heat, and/or enable airside economizing based on current zone cooling/heating demands. The OA damper shall open to bring in the required amount of ventilation.

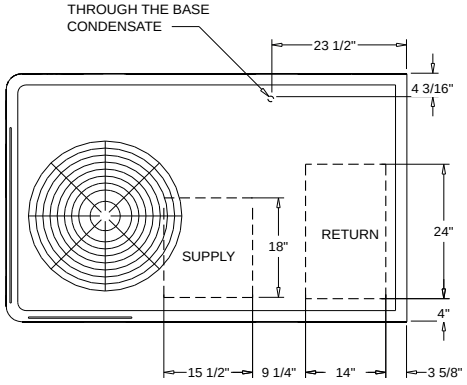
2. MORNING WARM-UP/PRE-COOL:
Each VAV terminal unit shall vary primary airflow to raise/lower zone temperature to its occupied setpoint. The RTU shall modulate the bypass damper to maintain duct static pressure at setpoint and modulate (or cycle) compressors or modulate (or stage) heat based on current zone cooling/heating demands. The OA damper shall remain closed, unless economizing.

3. COOLING/HEATING CHANGEOVER LOGIC:
The System Controller shall determine the overall system cooling/heating mode based on "voting" from each zone. When the majority of zones require cooling, the RTU shall operate in cooling mode and any zone that requires heating shall reduce primary airflow to minimum. When the majority of zones require heating, the RTU shall operate in heating mode and any zone that requires cooling shall reduce primary airflow to minimum.

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Unit Dimensions - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop
Item: A1 - A3 Qty: 4 Tag(s): RTU-7, RTU-2, RTU-6, RTU-3

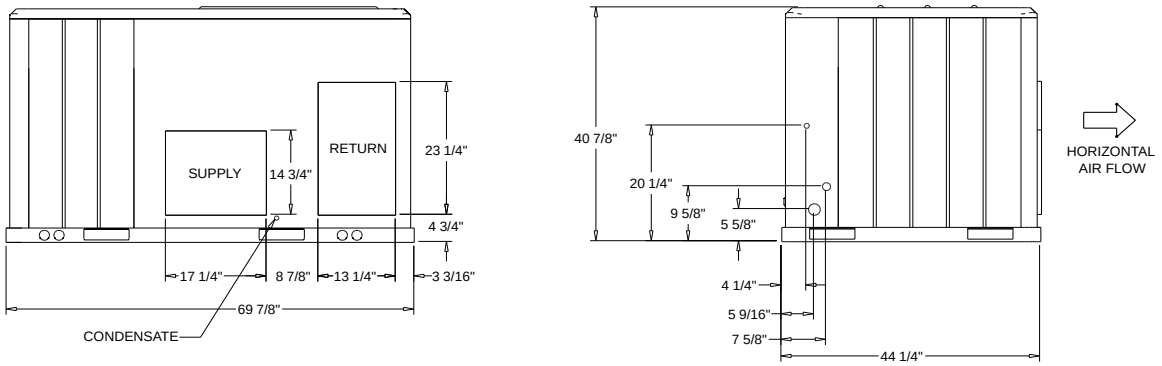




NOTES:
1. THRU -THE -BASE GAS AND ELECTRICAL IS NOT STANDARD ON ALL UNITS.
2. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION

PLAN VIEW UNIT

DIMENSION DRAWING

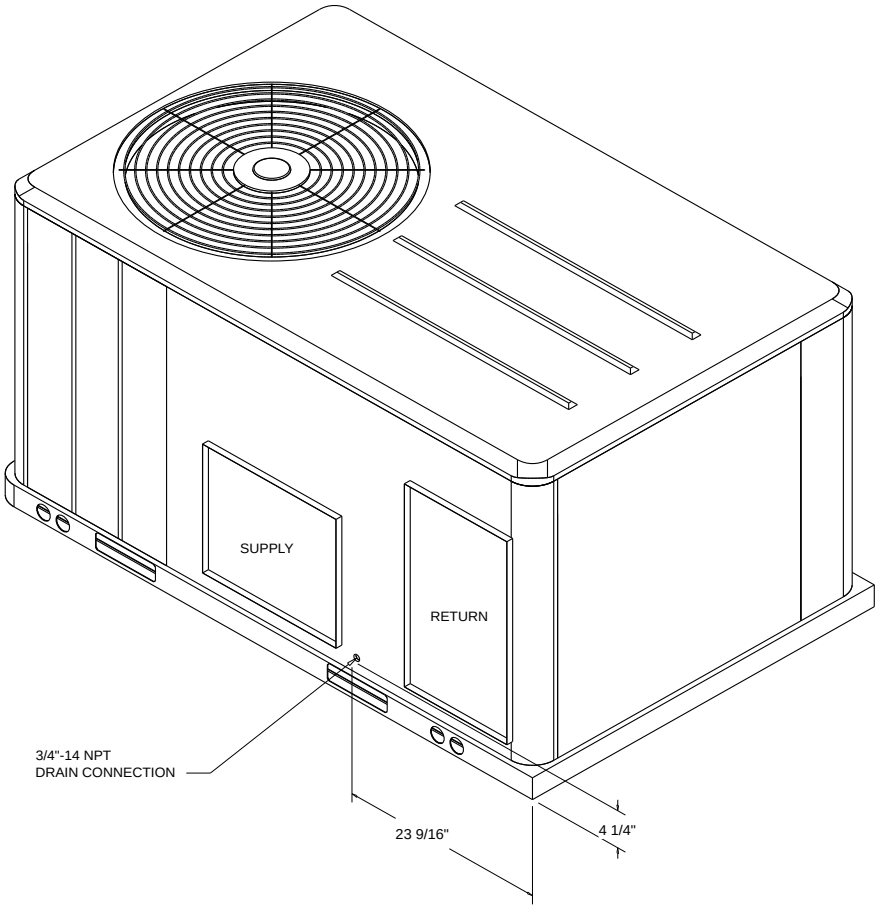


PACKAGED GAS / ELECTRICAL

DIMENSION DRAWING

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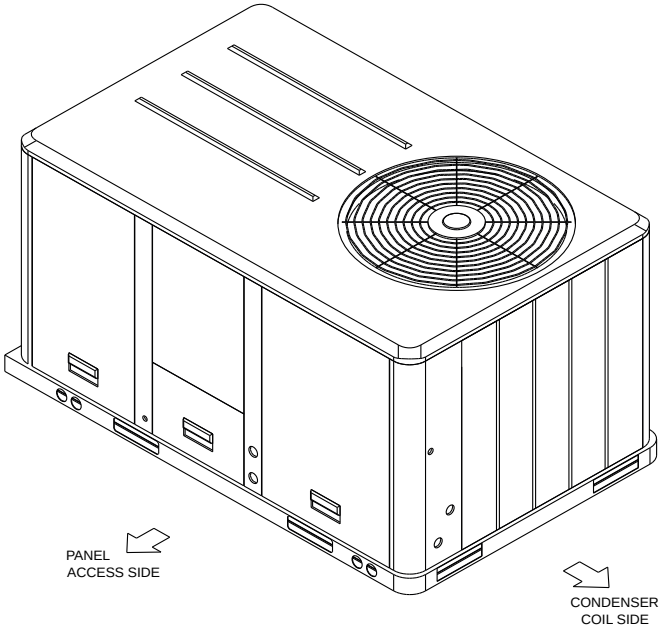
Unit Dimensions - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop
Item: A1 - A3 Qty: 4 Tag(s): RTU-7, RTU-2, RTU-6, RTU-3

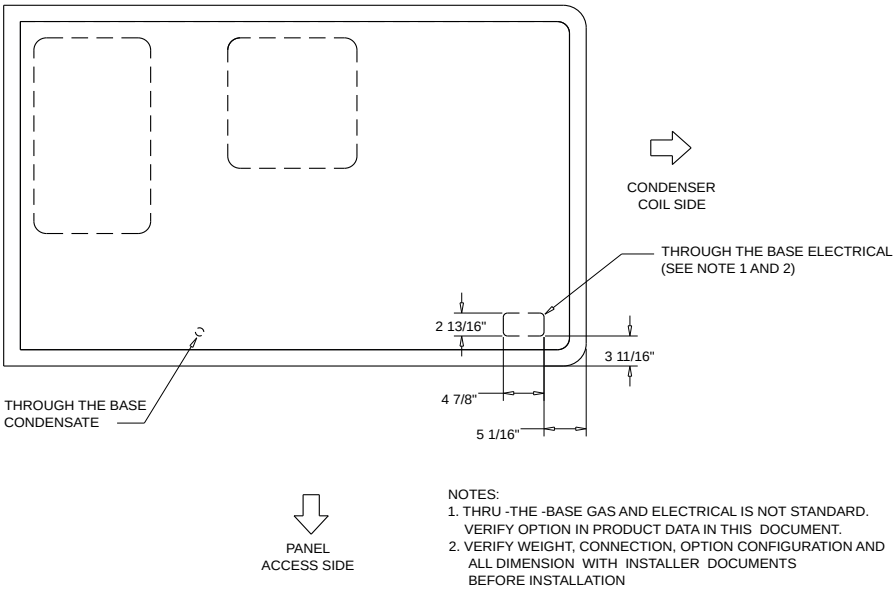


ISOMETRIC-PACKAGED COOLING

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Unit Dimensions - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop
Item: A1 - A3 Qty: 4 Tag(s): RTU-7, RTU-2, RTU-6, RTU-3





NOTES:
1. THRU -THE -BASE GAS AND ELECTRICAL IS NOT STANDARD. VERIFY OPTION IN PRODUCT DATA IN THIS DOCUMENT.
2. VERIFY WEIGHT, CONNECTION, OPTION CONFIGURATION AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION

THRU THE BASE ELECTRICAL

PLAN / ISO VIEW DRAWING

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Unit Dimensions - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop
Item: A1 Qty: 1 Tag(s): RTU-7

ELECTRICAL / GENERAL DATA

GENERAL (2)(4)(6)

Model:	YSC036G	Oversized Motor	
Unit Operating Voltage:	187-253	MCA:	N/A
Unit Primary Voltage:	208	MFS:	N/A
Unit Secondary Voltage	230	MCB:	N/A
Unit Hertz:	60		
Unit Phase:	3		
EER/SEER	12.0/14.0		
Standard Motor		Field Installed Oversized Motor	
MCA:	20.0	MCA:	N/A
MFS:	30.0	MFS:	N/A
MCB:	30.0	MCB:	N/A

HEATING PERFORMANCE

HEATING - GENERAL DATA

Heating Model:	Medium
Heating Input (BTU):	100,000/70,000
Heating Output (BTU):	81,000/56,700
No. Burners:	3
No. Stages	2

Gas Inlet Pressure

Natural Gas (Min/Mix):	4 1/2"/14"
LP (Min/Max)	11"/14"
Gas Pipe Connection Size:	1/2"

INDOOR MOTOR

Standard Motor		Oversized Motor		Field Installed Oversized Motor	
Number:	1	Number:	N/A	Number:	
Horsepower:	0.75	Horsepower:	N/A	Horsepower:	
Motor Speed (RPM):	--	Motor Speed (RPM):	N/A	Motor Speed (RPM):	
Phase	1	Phase	N/A	Phase	
Full Load Amps:	5.7	Full Load Amps:	N/A	Full Load Amps:	
Locked Rotor Amps	--	Locked Rotor Amps	N/A	Locked Rotor Amps	

COMPRESSOR Circuit 1/2

Number:	1
Horsepower:	2.8
Phase:	3
Rated Load Amps:	10.4
Locked Rotor Amps	73.0

OUTDOOR MOTOR

Number:	1
Horsepower:	0.25
Motor Speed (RPM):	1100
Phase:	3
Full Load Amps:	1.1
Locked Rotor Amps	3.6

POWER EXHAUST ACCESSORY (3,7)

(Field Installed Power Exhaust)

Phase:	N/A
Horsepower:	N/A
Motor Speed (RPM):	N/A
Full Load Amps:	N/A
Locked Rotor Amps:	N/A

FILTERS

Type:	Throwaway
Furnished:	Yes
Number	2
Recommended	20"x35"x2"

REFRIGERANT (2)

Type

Factory Charge

Circuit #1	3.2 lb
Circuit #2	N/A

NOTES:

1. Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
2. Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
3. Value does not include Power Exhaust Accessory.
4. Value includes oversized motor.
5. Value does not include Power Exhaust Accessory.
6. EER is rated at AHRI conditions and in accordance with DOE test procedures.
7. Installation of this power exhaust kit will affect unit level MCA and could affect MOP sizing having a direct impact on existing field wiring and unit protection devices. The change in MCA/MOP is the sole responsibility of the field installing party. Trane will not issue new nameplates as a result of this power exhaust accessory installation. FLA of the power exhaust kit option must be added to the MCA of the unit for building supply conductor sizing determination.

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Unit Dimensions - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop
Item: A2 Qty: 2 Tag(s): RTU-2, RTU-6

ELECTRICAL / GENERAL DATA

GENERAL (2)(4)(6)

Model:	YSC048G	Oversized Motor	
Unit Operating Voltage:	187-253	MCA:	N/A
Unit Primary Voltage:	208	MFS:	N/A
Unit Secondary Voltage	230	MCB:	N/A
Unit Hertz:	60		
Unit Phase:	3		
EER/SEER	12.0/14.0		
Standard Motor		Field Installed Oversized Motor	
MCA:	26.0	MCA:	N/A
MFS:	35.0	MFS:	N/A
MCB:	35.0	MCB:	N/A

HEATING PERFORMANCE

HEATING - GENERAL DATA

Heating Model:	Medium
Heating Input (BTU):	100,000/70,000
Heating Output (BTU):	81,000/56,700
No. Burners:	3
No. Stages	2

Gas Inlet Pressure

Natural Gas (Min/Mix):	4 1/2"/14"
LP (Min/Max)	11"/14"
Gas Pipe Connection Size:	1/2"

INDOOR MOTOR

Standard Motor		Oversized Motor		Field Installed Oversized Motor	
Number:	1	Number:	N/A	Number:	
Horsepower:	1.0	Horsepower:	N/A	Horsepower:	
Motor Speed (RPM):	--	Motor Speed (RPM):	N/A	Motor Speed (RPM):	
Phase	1	Phase	N/A	Phase	
Full Load Amps:	6.9	Full Load Amps:	N/A	Full Load Amps:	
Locked Rotor Amps	--	Locked Rotor Amps	N/A	Locked Rotor Amps	

COMPRESSOR Circuit 1/2

Number:	1
Horsepower:	3.6
Phase:	3
Rated Load Amps:	13.7
Locked Rotor Amps	83.1

OUTDOOR MOTOR

Number:	1
Horsepower:	0.33
Motor Speed (RPM):	1100
Phase:	1
Full Load Amps:	1.4
Locked Rotor Amps	4.6

POWER EXHAUST ACCESSORY (3,7)

(Field Installed Power Exhaust)

Phase:	N/A
Horsepower:	N/A
Motor Speed (RPM):	N/A
Full Load Amps:	N/A
Locked Rotor Amps:	N/A

FILTERS

Type:	Throwaway
Furnished:	Yes
Number	2
Recommended	20"x35"x2"

REFRIGERANT (2)

Type

Factory Charge

Circuit #1	3 1/2"
Circuit #2	N/A

NOTES:

1. Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
2. Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
3. Value does not include Power Exhaust Accessory.
4. Value includes oversized motor.
5. Value does not include Power Exhaust Accessory.
6. EER is rated at AHRI conditions and in accordance with DOE test procedures.
7. Installation of this power exhaust kit will affect unit level MCA and could affect MOP sizing having a direct impact on existing field wiring and unit protection devices. The change in MCA/MOP is the sole responsibility of the field installing party. Trane will not issue new nameplates as a result of this power exhaust accessory installation. FLA of the power exhaust kit option must be added to the MCA of the unit for building supply conductor sizing determination.

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Unit Dimensions - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop
Item: A3 Qty: 1 Tag(s): RTU-3

ELECTRICAL / GENERAL DATA

GENERAL (2)(4)(6)

Model:	YSC060G	Oversized Motor	
Unit Operating Voltage:	187-253	MCA:	N/A
Unit Primary Voltage:	208	MFS:	N/A
Unit Secondary Voltage	230	MCB:	N/A
Unit Hertz:	60		
Unit Phase:	3		
EER/SEER	12.0/14.0		
Standard Motor		Field Installed Oversized Motor	
MCA:	29.0	MCA:	N/A
MFS:	40.0	MFS:	N/A
MCB:	40.0	MCB:	N/A

HEATING PERFORMANCE

HEATING - GENERAL DATA

Heating Model:	Medium
Heating Input (BTU):	100,000/70,000
Heating Output (BTU):	81,000/56,700
No. Burners:	3
No. Stages	2

Gas Inlet Pressure

Natural Gas (Min/Mix):	4 1/2"/14"
LP (Min/Max)	11"/14"
Gas Pipe Connection Size:	1/2"

INDOOR MOTOR

Standard Motor		Oversized Motor		Field Installed Oversized Motor	
Number:	1	Number:	N/A	Number:	
Horsepower:	1.0	Horsepower:	N/A	Horsepower:	
Motor Speed (RPM):	--	Motor Speed (RPM):	N/A	Motor Speed (RPM):	
Phase	1	Phase	N/A	Phase	
Full Load Amps:	8.2	Full Load Amps:	N/A	Full Load Amps:	
Locked Rotor Amps	--	Locked Rotor Amps	N/A	Locked Rotor Amps	

COMPRESSOR Circuit 1/2

Number:	1
Horsepower:	4.3
Phase:	3
Rated Load Amps:	15.9
Locked Rotor Amps	100.0

OUTDOOR MOTOR

Number:	1
Horsepower:	0.40
Motor Speed (RPM):	1100
Phase:	1
Full Load Amps:	1.4
Locked Rotor Amps	5.2

POWER EXHAUST ACCESSORY (3,7)

(Field Installed Power Exhaust)

Phase:	N/A
Horsepower:	N/A
Motor Speed (RPM):	N/A
Full Load Amps:	N/A
Locked Rotor Amps:	N/A

FILTERS

Type:	Throwaway
Furnished:	Yes
Number	2
Recommended	20"x35"x2"

REFRIGERANT (2)

Type

Factory Charge

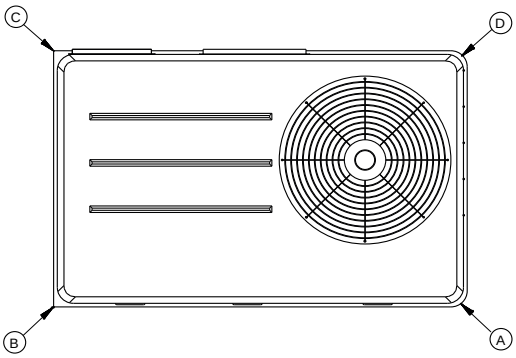
Circuit #1	4.8 lb
Circuit #2	N/A

NOTES:

1. Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
2. Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
3. Value does not include Power Exhaust Accessory.
4. Value includes oversized motor.
5. Value does not include Power Exhaust Accessory.
6. EER is rated at AHRI conditions and in accordance with DOE test procedures.
7. Installation of this power exhaust kit will affect unit level MCA and could affect MOP sizing having a direct impact on existing field wiring and unit protection devices. The change in MCA/MOP is the sole responsibility of the field installing party. Trane will not issue new nameplates as a result of this power exhaust accessory installation. FLA of the power exhaust kit option must be added to the MCA of the unit for building supply conductor sizing determination.

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Weight, Clearance & Rigging Diagram - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop
Item: A1 Qty: 1 Tag(s): RTU-7



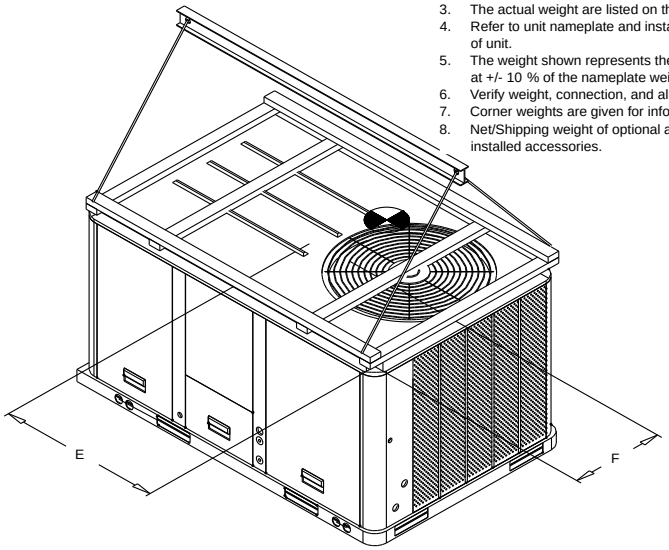
PACKAGED GAS / ELECTRICAL
CORNER WEIGHT

INSTALLED ACCESSORIES NET WEIGHT DATA

ACCESSORY	WEIGHTS
ECONOMIZER	26.0 lb
MOTORIZED OUTSIDE AIR DAMPER	
MANUAL OUTSIDE AIR DAMPER	
BAROMETRIC RELIEF	
OVERSIZED MOTOR	
BELT DRIVE MOTOR	
POWER EXHAUST	
THROUGHT THE BASE ELECTRICAL/GAS (FIOPS)	8.0 lb
UNIT MOUNTED CIRCUIT BREAKER (FIOPS)	
UNIT MOUNTED DISCONNECT (FIOPS)	5.0 lb
POWERED CONVENIENCE OUTLET (FIOPS)	
HINGED DOORS (FIOPS)	10.0 lb
HAIL GUARD	12.0 lb
SMOKE DETECTOR, SUPPLY / RETURN	
NOVAR CONTROL	
STAINLESS STEEL HEAT EXCHANGER	
REHEAT	
ROOF CURB	

BASIC UNIT WEIGHTS		CORNER WEIGHTS				CENTER OF GRAVITIY	
SHIPPING	NET	(A)	193.0 lb	(C)	45.0 lb	(E) LENGHT	(F) WIDTH
577.0 lb	472.0 lb	(B)	178.0 lb	(D)	55.0 lb	33"	9"

NOTE:
1. All weights are approximate.
2. Weights for options that are not list refer to Installation guide.
3. The actual weight are listed on the unit nameplate.
4. Refer to unit nameplate and installation guide for weights before scheduling transportation and installation of unit.
5. The weight shown represents the typical unit operating weight for the configuration selected. Estimated at +/- 10 % of the nameplate weight. .
6. Verify weight, connection, and all dimension with installer documents before installation.
7. Corner weights are given for information only.
8. Net/Shipping weight of optional accessories should be added to unit weight when ordering factory or field installed accessories.

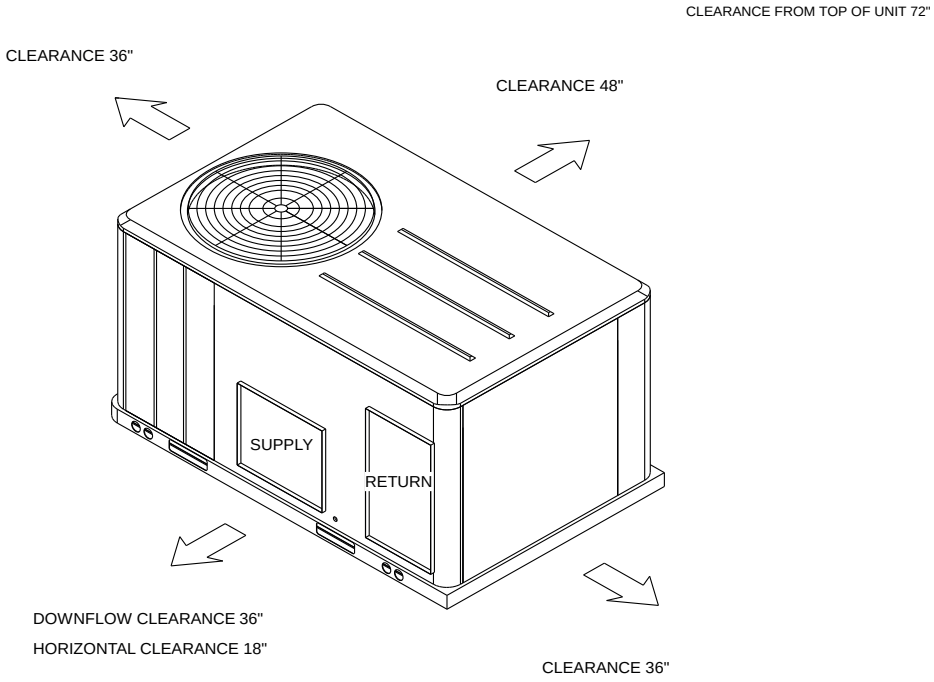


PACKAGED GAS / ELECTRICAL
RIGGING AND CENTER OF GRAVITY

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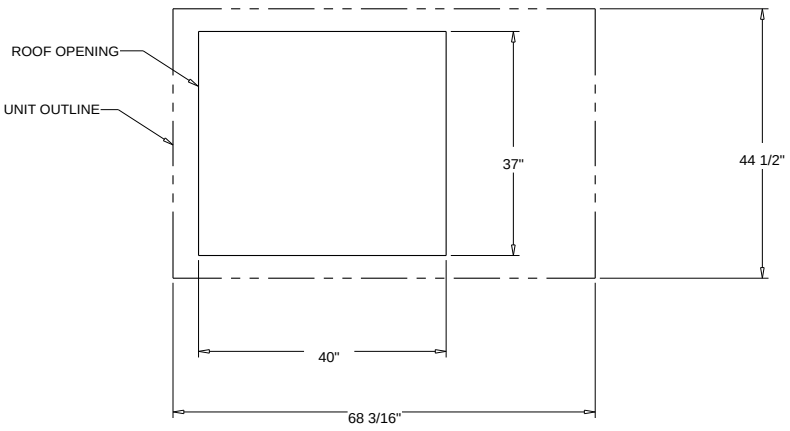
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Weight, Clearance & Rigging Diagram - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop
Item: A1 - A3 Qty: 4 Tag(s): RTU-7, RTU-2, RTU-6, RTU-3



PACKAGED GAS / ELECTRIC

CLEARANCE



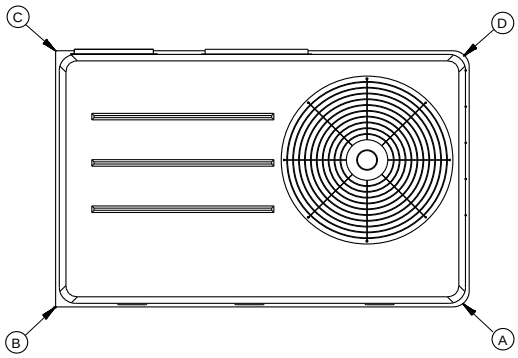
PACKAGED GAS / ELECTRIC

DOWNFLOW TYPICAL ROOF OPENING

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Weight, Clearance & Rigging Diagram - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop
Item: A2 Qty: 2 Tag(s): RTU-2, RTU-6



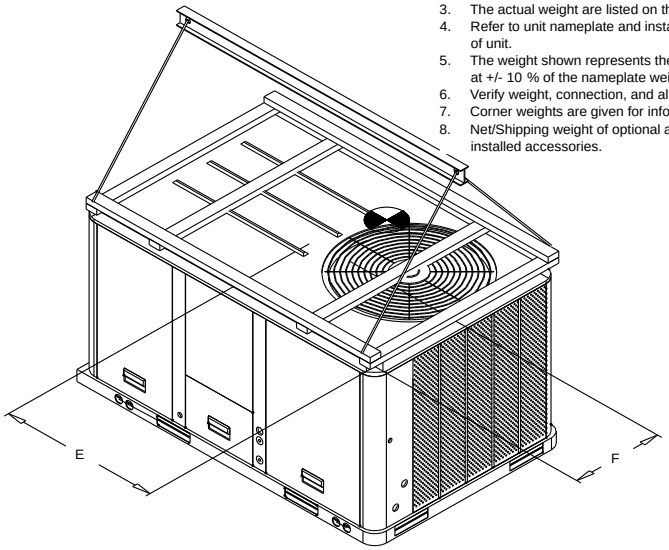
PACKAGED GAS / ELECTRICAL
CORNER WEIGHT

INSTALLED ACCESSORIES NET WEIGHT DATA

ACCESSORY	WEIGHTS
ECONOMIZER	26.0 lb
MOTORIZED OUTSIDE AIR DAMPER	
MANUAL OUTSIDE AIR DAMPER	
BAROMETRIC RELIEF	
OVERSIZED MOTOR	
BELT DRIVE MOTOR	
POWER EXHAUST	
THROUGHT THE BASE ELECTRICAL/GAS (FIOPS)	8.0 lb
UNIT MOUNTED CIRCUIT BREAKER (FIOPS)	
UNIT MOUNTED DISCONNECT (FIOPS)	5.0 lb
POWERED CONVENIENCE OUTLET (FIOPS)	
HINGED DOORS (FIOPS)	10.0 lb
HAIL GUARD	12.0 lb
SMOKE DETECTOR, SUPPLY / RETURN	
NOVAR CONTROL	
STAINLESS STEEL HEAT EXCHANGER	
REHEAT	
ROOF CURB	

BASIC UNIT WEIGHTS		CORNER WEIGHTS				CENTER OF GRAVITIY	
SHIPPING	NET	(A)	205.0 lb	(C)	46.0 lb	(E) LENGHT	(F) WIDTH
598.0 lb	492.0 lb	(B)	183.0 lb	(D)	58.0 lb	33"	9"

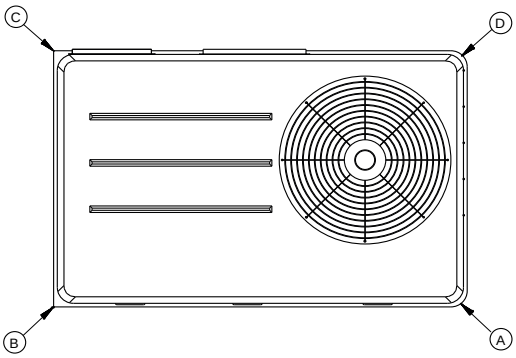
NOTE:
1. All weights are approximate.
2. Weights for options that are not list refer to Installation guide.
3. The actual weight are listed on the unit nameplate.
4. Refer to unit nameplate and installation guide for weights before scheduling transportation and installation of unit.
5. The weight shown represents the typical unit operating weight for the configuration selected. Estimated at +/- 10 % of the nameplate weight. .
6. Verify weight, connection, and all dimension with installer documents before installation.
7. Corner weights are given for information only.
8. Net/Shipping weight of optional accessories should be added to unit weight when ordering factory or field installed accessories.



PACKAGED GAS / ELECTRICAL
RIGGING AND CENTER OF GRAVITY

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Weight, Clearance & Rigging Diagram - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop
Item: A3 Qty: 1 Tag(s): RTU-3



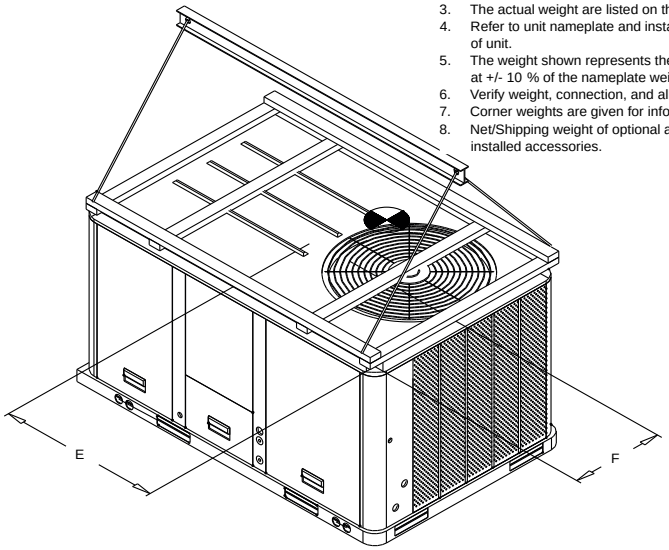
PACKAGED GAS / ELECTRICAL
CORNER WEIGHT

INSTALLED ACCESSORIES NET WEIGHT DATA

ACCESSORY	WEIGHTS
ECONOMIZER	26.0 lb
MOTORIZED OUTSIDE AIR DAMPER	
MANUAL OUTSIDE AIR DAMPER	
BAROMETRIC RELIEF	
OVERSIZED MOTOR	
BELT DRIVE MOTOR	
POWER EXHAUST	
THROUGHT THE BASE ELECTRICAL/GAS (FIOPS)	8.0 lb
UNIT MOUNTED CIRCUIT BREAKER (FIOPS)	
UNIT MOUNTED DISCONNECT (FIOPS)	5.0 lb
POWERED CONVENIENCE OUTLET (FIOPS)	
HINGED DOORS (FIOPS)	10.0 lb
HAIL GUARD	12.0 lb
SMOKE DETECTOR, SUPPLY / RETURN	
NOVAR CONTROL	
STAINLESS STEEL HEAT EXCHANGER	
REHEAT	
ROOF CURB	

BASIC UNIT WEIGHTS		CORNER WEIGHTS				CENTER OF GRAVITIY	
SHIPPING	NET	A	214.0 lb	C	52.0 lb	(E) LENGHT	(F) WIDTH
627.0 lb	522.0 lb	B	193.0 lb	D	63.0 lb	33"	10"

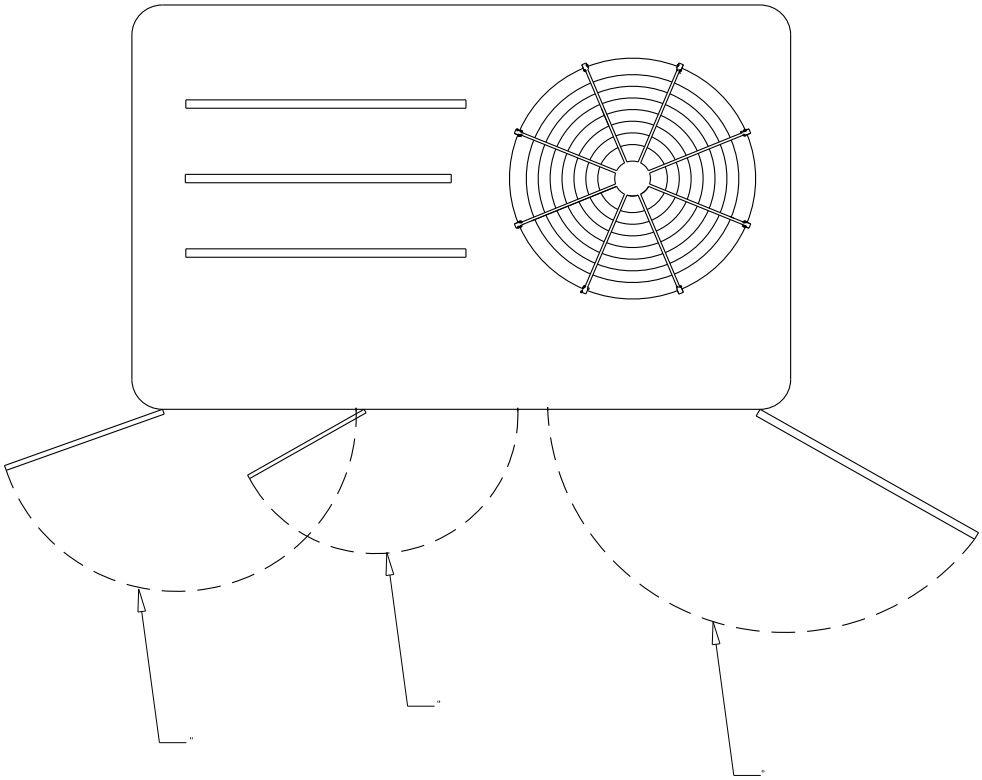
NOTE:
1. All weights are approximate.
2. Weights for options that are not list refer to Installation guide.
3. The actual weight are listed on the unit nameplate.
4. Refer to unit nameplate and installation guide for weights before scheduling transportation and installation of unit.
5. The weight shown represents the typical unit operating weight for the configuration selected. Estimated at +/- 10 % of the nameplate weight. .
6. Verify weight, connection, and all dimension with installer documents before installation.
7. Corner weights are given for information only.
8. Net/Shipping weight of optional accessories should be added to unit weight when ordering factory or field installed accessories.



PACKAGED GAS / ELECTRICAL
RIGGING AND CENTER OF GRAVITY

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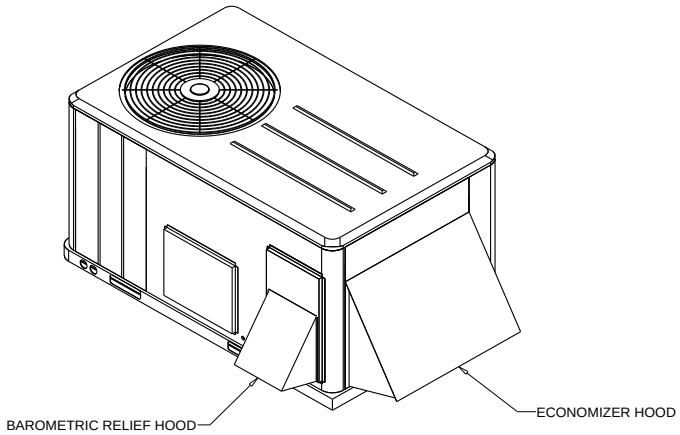
Accessory - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop
Item: A1 - A3 Qty: 4 Tag(s): RTU-7, RTU-2, RTU-6, RTU-3

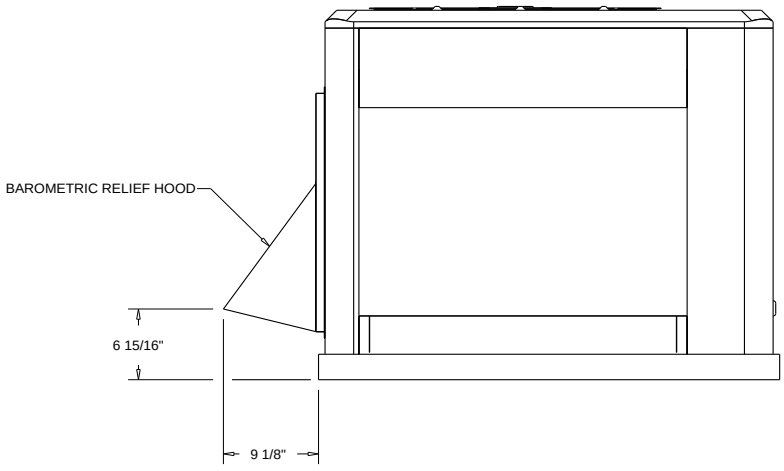


SWING DIAMETER - HINGED DOOR(S) OPTION
ACCESSORY

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Accessory - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop
Item: A1 - A3 Qty: 4 Tag(s): RTU-7, RTU-2, RTU-6, RTU-3

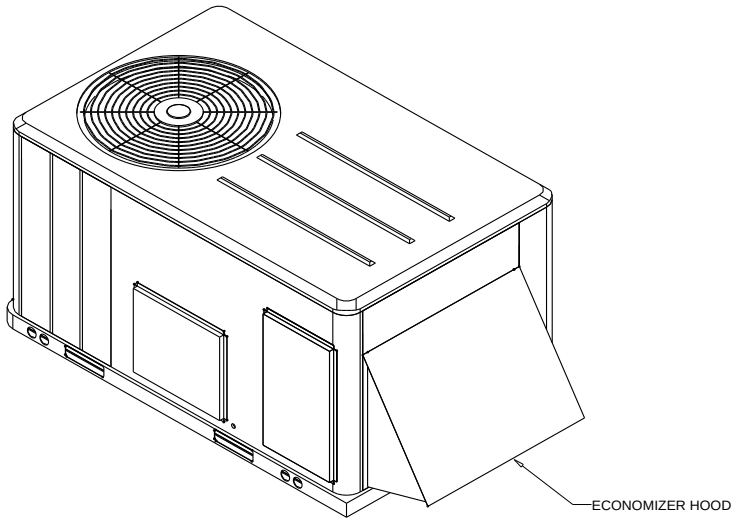


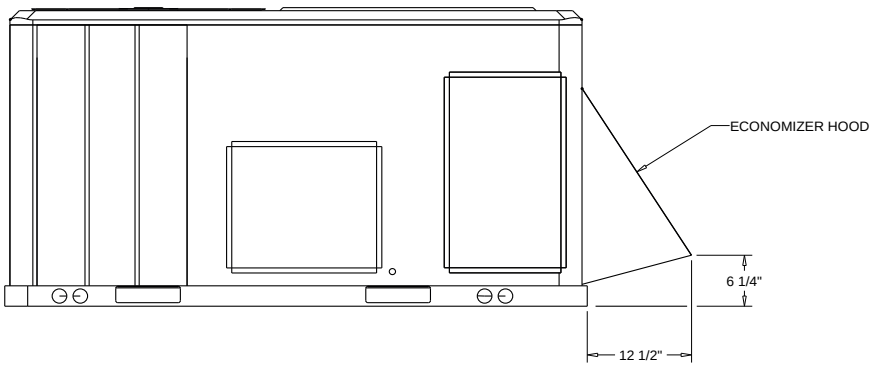


ACCESSORY - BAROMETRIC RELIEF DAMPER HOOD

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Accessory - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop
Item: A1 - A3 Qty: 4 Tag(s): RTU-7, RTU-2, RTU-6, RTU-3





ACCESSORY - ECONOMIZER HOOD

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Tag Data - UPG Accessories (Qty: 1)

Item	Tag(s)	Qty	Description
B1	No Tag	1	Thermostats

Product Data - UPG Accessories

Item: B1 Qty: 1

6 TCONT302AS42DA, Prog. , 4H/2C (Fld)

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Tag Data - Trane - Mitsubishi Ductless Split (P Series) (Qty: 2)

Item	Tag(s)	Qty	Description
C1	No Tag	2	3 Ton Ductless Ceiling Cassette

Product Data - Trane - Mitsubishi Ductless Split (P Series)

Item: C1 Qty: 2

3 Ton Condenser - TRUYA0361KA70NA
3 Ton Ceiling Cassette -TPLA0A0361EA70A
1 Condensate Pump
1 Hail Guard
1 30 Ft Line Set
2 Wind Baffles
1 Wireless Controller
5 Year Parts and Labor Warranty

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Mechanical Specifications - Trane - Mitsubishi Ductless Split (P Series)
Item: C1 Qty: 2

General
The units shall be convertible airflow. The operating range shall be between 115°F and 0°F in cooling as standard from the factory for units with microprocessor controls. Operating range for units with electromechanical controls shall be between 115°F and 40°F. Cooling performance shall be rated in accordance with ARI testing procedures. All units shall be factory assembled, internally wired, fully charged with R-410A, and 100 percent run tested to check cooling operation, fan and blower rotation, and control sequence before leaving the factory. Wiring internal to the unit shall be colored and numbered for simplified identification. Units shall be cULus listed and labeled, classified in accordance for Central Cooling Air Conditioners.

Casing
Unit casing shall be constructed of zinc coated, heavy gauge, galvanized steel. Exterior surfaces shall be cleaned, phosphatized, and finished with a weather-resistant baked enamel finish. Unit's surface shall be tested 672 hours in a salt spray test in compliance with ASTM B117. Cabinet construction shall allow for all maintenance on one side of the unit. Service panels shall have lifting handles and be removed and reinstalled by removing two fasteners while providing a water and air tight seal. All exposed vertical panels and top covers in the indoor air section shall be insulated with a cleanable foil-faced, fire-retardant permanent, odorless glass fiber material. The base of the unit shall be insulated with 1/8", foil-faced, closed-cell insulation. All insulation edges shall be either captured or sealed. The unit's base pan shall have no penetrations within the perimeter of the curb other than the raised 1 1/8" high downflow supply/return openings to provide an added water integrity precaution, if the condensate drain backs up. The base of the unit shall have provisions for forklift and crane lifting, with forklift capabilities on three sides of the unit.

Unit Top
The top cover shall be one piece construction or, where seams exist, it shall be double-hemmed and gasket-sealed. The ribbed top adds extra strength and enhances water removal from unit top.

Compressors
All units shall have direct-drive, hermetic, scroll type compressors with centrifugal type oil pumps. Motor shall be suction gas-cooled and shall have a voltage utilization range of plus or minus 10 percent of unit nameplate voltage. Internal overloads shall be provided with the scroll compressors.

Dual compressors are outstanding for humidity control, light load cooling conditions and system back-up applications. Dual compressors are available on 7½-10 ton models and allow for efficient cooling utilizing 3-stages of compressor operation for all high efficiency models.

Indoor Fan
The following units shall be equipped with a direct drive plenum fan design (T/YSC120F,T/YHC074F, T/YHC092F,T/YHC102F, 120F). Plenum fan design shall include a backward-curved fan wheel along with an external rotor direct drive variable speed indoor motor. All plenum fan designs will have a variable speed adjustment potentiometer located in the control box.

3 to 5 ton units (high efficiency 3-phase with optional motor) are belt driven, FC centrifugal fans with adjustable motor sheaves. 3 to 5 ton units (standard and high efficiency 3-phase) have multispeed, direct drive motors. All 6 to 8½ ton units (standard efficiency) shall have belt drive motors with an adjustable idler-arm assembly for quick-adjustment to fan belts and motor sheaves. All motors shall be thermally protected. All 10 tons, 6 ton (074), 7½ to 8½ (high efficiency) units have variable speed direct drive motors. All indoor fan motors meet the U.S. Energy Policy Act of 1992 (EPACT).

Outdoor Fans
The outdoor fan shall be direct-drive, statically and dynamically balanced, draw-through in the vertical discharge position. The fan motor shall be permanently lubricated and shall have built-in thermal overload protection.

Evaporator and Condenser Coils
Internally finned, 5/16" copper tubes mechanically bonded to a configured aluminum plate fin shall be standard. Evaporator coils are standard for all 3 to 10 ton standard efficiency models. Microchannel condenser coils are standard for all 3 to 10 ton standard efficiency models and 4, 5, 6, 7.5, 8.5 ton high efficiency models. The microchannel type condenser coil is not offered on the 4 and 5 ton dehumidification model. Due to flat streamlined tubes with small ports, and metallurgical tube-to-fin bond, microchannel coil has better heat transfer performance. Microchannel condenser coil can reduce system refrigerant charge by up to 50% because of smaller internal volume, which leads to better compressor reliability. Compact all-aluminum microchannel coils also help to reduce the unit weight. These all aluminum coils are recyclable. Galvanic corrosion is also minimized due to all aluminum construction. Strong aluminum brazed structure provides better fin protection. In addition, flat streamlined tubes also make microchannel coils more

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dust resistant and easier to clean. Coils shall be leak tested at the factory to ensure the pressure integrity. The evaporator coil and condenser coil shall be leak tested to 600 psig. The assembled unit shall be leak tested to 465 psig. The condenser coil shall have a patent pending 1+1+1 hybrid coil designed with slight gaps for ease of cleaning. A plastic, dual-sloped, removable and reversible condensate drain pan with through-the-base condensate drain is standard.

Tool-less Hail Guards
Tool-less, hail protection quality coil guards are available for condenser coil protection.

Controls
Unit shall be completely factory-wired with necessary controls and contactor pressure lugs or terminal block for power wiring. Unit shall provide an external location for mounting a fused disconnect device. A choice of microprocessor or electromechanical controls shall be available. Microprocessor controls provide for all 24V control functions. The resident control algorithms shall make all heating, cooling, and/or ventilating decisions in response to electronic signals from sensors measuring indoor and outdoor temperatures. The control algorithm maintains accurate temperature control, minimizes drift from set point, and provides better building comfort. A centralized microprocessor shall provide anti-short cycle timing and time delay between compressors to provide a higher level of machine protection. 24-volt electromechanical control circuit shall include control transformer and contactor

High Pressure Control
All units include High Pressure Cutout as standard.

Phase monitor
Phase monitor shall provide 100% protection for motors and compressors against problems caused by phase loss, phase imbalance, and phase reversal. Phase monitor is equipped with an LED that provides an ON or FAULT indicator. There are no field adjustments. The module will automatically reset from a fault condition.

BACnet Communications
The BACnet communications interface allows the unit to communicate directly with a generic open protocol BACnet MS/TP Network Building Automation System Controls.

Refrigerant Circuits
Each refrigerant circuit offer thermal expansion valve as standard. Service pressure ports, and refrigerant line filter driers are factory-installed as standard. An area shall be provided for replacement suction line driers.

Gas Heating Section
The heating section shall have a progressive tubular heat exchanger design using stainless steel burners and corrosion resistant steel throughout. An induced draft combustion blower shall be used to pull the combustion products through the firing tubes. The heater shall use a direct spark ignition (DSI) system. On initial call for heat, the combustion blower shall purge the heat exchanger for 20 seconds before ignition After three unsuccessful ignition attempts, the entire heating system shall be locked out until manually reset at the thermostat/zone sensor. Units shall be suitable for use with natural gas or propane (field-installed kit) and also comply with the California requirement for low NOx emissions (Gas/Electric Only).

Hinged Access Doors
Sheet metal hinges are available on the Filter/Evaporator, Supply Fan/Heat, and the Compressor/Control Access Doors.

Economizer
This accessory shall be available with or without barometric relief. The assembly includes fully modulating 0-100 percent motor and dampers, minimum position setting, preset linkage, wiring harness with plug, spring return actuator and fixed dry bulb control. The barometric relief shall provide a pressure operated damper that shall be gravity closing and shall prohibit entrance of outside air during the equipment off cycle. Optional solid state or differential enthalpy control shall be available for either factory or field installation. The economizer arrives in the shipping position and shall be moved to the operating position by the installing contractor.

Through the Base Electrical Access
An electrical service entrance shall be provided allowing electrical access for both control and main power connections inside the curb and through the base of the unit. Option will allow for field installation of liquid-tight conduit and an external field-installed disconnect switch.

Through the Base Electrical with Disconnect Switch

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This 3-pole, molded case, disconnect switch with provisions for through the base electrical connections are available. The disconnect switch will be installed in the unit in a water tight enclosure with access through a swinging door. Wiring will be provided from the switch to the unit high voltage terminal block. The switch will be UL/CSA agency recognized.

Note: The disconnect switch will be sized per NEC and UL guidelines but will not be used in place of unit overcurrent protection.

ATTENTION
For installation in SCAQMD only: This furnace does not meet the SCAQMD Rule 1111 14 ng/J NOx emission limit, and thus is subject to a mitigation fee of up to $450. This furnace is not eligible for the Clean Air Furnace Rebate Program: www.CleanAirFurnaceRebate.com.

Control Specification (if applied in a system with a system-level controller)

A. CONTROL SYSTEM OVERVIEW:
Control System shall include a System Controller, all controllers for HVAC equipment and ancillary devices (such as lights and exhaust fans), wireless communication between the System Controller, equipment controllers, and space sensors, and all wiring and end devices required. Control System to be fully programmed and commissioned by the installing contractor.

B. TOUCH SCREEN DISPLAY:
Control System shall include a 10" color Touch Screen Display for use by building occupants to adjust zone temperature setpoints, override lighting and HVAC equipment for after-hours use, modify schedules, and view service notifications. This display shall have PIN access for users and provide setpoint adjustment limits.

C. MOBILE APP:
Control System manufacturer shall provide a Mobile App for iOS and Android devices to allow occupants to perform the same functions (listed above) as the Touch Screen Display.

D. WEB BROWSER INTERFACE:
System Controller shall have an embedded Web Browser Interface to allow the installer and service providers to make adjustments to system control parameters and view trend logs and other service information.

E .SYSTEM CONTROLLER:
System Controller shall provide scheduling and coordination of all HVAC equipment, exhaust fans, and controlled lighting devices. The System Controller shall include a software application that coordinates the operation of rooftop units and VAV terminals. The System Controller shall support multiple system types, including Single-Zone Constant Volume, Single-Zone VAV, Changeover Bypass, Changeover VAV, and Multiple-Zone VAV with Terminal Heat (electric or hot water). The System Controller shall provide energy optimization strategies including Night Setback, Optimal Start, Fan Pressure Optimization, Discharge Air Temperature Reset, and Demand-Controlled Ventilation.

F. REMOTE ACCESS/NETWORK SECURITY:
Installer shall provide secure remote access to the Control System to enable the owner or service provider to access the system remotely using the Mobile App or Web Browser Interface. The Control System must be secured behind a firewall and not allow any inbound ports to be open or exposed to the internet. Control System manufacturer shall provide a remote access portal accessible by the owner and/or a service provider (as authorized by the owner).

Sequence of Operation (if applied in a SINGLE-ZONE CONSTANT-VOLUME SYSTEM or a CHANGEOVER BYPASS SYSTEM)

A. SYSTEM OPERATING MODES:
The System Controller shall send the equipment controllers Occupied/Unoccupied, Morning Warm-up/Pre-cool, and Heat/Cool modes. If communication is lost, the equipment controllers shall operate using default modes and setpoints.

1. NIGHT SETBACK:
During unoccupied mode, the system shall shut off. If the zone temperature drifts to the unoccupied heating or cooling setpoint, the system shall start up to heat or cool the zone, while the OA damper remains closed (unless economizing).

2. OPTIMAL START:
The System Controller shall automatically determine the optimal start time, such that each zone reaches its occupied setpoint just in time for scheduled occupancy.

3. DEMAND-CONTROLLED VENTILATION:

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For those zones equipped with an occupancy sensor or CO2 sensor, outdoor airflow shall be reset based on occupancy status and/or measured CO2 concentration.

B. SINGLE-ZONE CONSTANT-VOLUME SYSTEM

1. OCCUPIED HEAT/COOL:
The RTU shall operate the supply fan continuously and modulate (or cycle) compressors, modulate (or stage) heat, and/or enable airside economizing to maintain zone temperature at setpoint. The OA damper shall open to bring in the required amount of ventilation.

2. MORNING WARM-UP/PRE-COOL:
The RTU shall operate the supply fan and modulate (or cycle) compressors or modulate (or stage) heat to raise/lower zone temperature to its occupied setpoint. The OA damper shall remain closed, unless economizing.

D. CHANGEOVER BYPASS SYSTEM

1. OCCUPIED HEAT/COOL:
Each VAV terminal shall use pressure-independent control, with airflow measurement, to vary primary airflow to maintain zone temperature at its occupied setpoint. The RTU shall modulate the bypass damper to maintain duct static pressure at setpoint and modulate (or cycle) compressors, modulate (or stage) heat, and/or enable airside economizing based on current zone cooling/heating demands. The OA damper shall open to bring in the required amount of ventilation.

2. MORNING WARM-UP/PRE-COOL:
Each VAV terminal unit shall vary primary airflow to raise/lower zone temperature to its occupied setpoint. The RTU shall modulate the bypass damper to maintain duct static pressure at setpoint and modulate (or cycle) compressors or modulate (or stage) heat based on current zone cooling/heating demands. The OA damper shall remain closed, unless economizing.

3. COOLING/HEATING CHANGEOVER LOGIC:
The System Controller shall determine the overall system cooling/heating mode based on "voting" from each zone. When the majority of zones require cooling, the RTU shall operate in cooling mode and any zone that requires heating shall reduce primary airflow to minimum. When the majority of zones require heating, the RTU shall operate in heating mode and any zone that requires cooling shall reduce primary airflow to minimum.

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TPLA0A0361EA70A & TRUYA0361KA70(N/B)A
36,000 BTU/H 3' X 3' CEILING CASSETTE
36,000 BTU/H COOLING ONLY OUTDOOR

TRANE MITSUBISHI ELECTRIC

Job Name:
System Reference: Date:



Indoor Unit TPLA0A0361EA70A

Outdoor Unit
- ☐ Standard Model TRUYA0361KA70NA
- ☐ Seacoast Model TRUYA0361KA70BA

INDOOR UNIT FEATURES
- Space-efficient ductless installation
- Equipped with 3D i-see Sensor® for enhanced comfort and energy efficiency
- Airflow settings for high and low ceiling applications
- Individual vane settings for direct/indirect airflow control or variable airflow patterns
- Knockouts for outside-air intake and branch-duct run
- Filter indicator signal
- Easy-to-clean, washable filter (optional high-efficiency filter available - requires multi-function casement)
- Built-in condensate lift mechanism
- Ideal for retail shops, classrooms, office spaces, conference centers, building lobbies, and more
- Multiple control options available:
  - kumo cloud® smart device app for remote access
  - Third-party interface options
  - Wired or wireless controllers

OUTDOOR UNIT FEATURES
- Variable speed INVERTER-driven compressor
- Power receiver pre-charged with refrigerant volume for piping length up to 100 ft
- Low ambient cooling down to -40°F providing 100% capacity (with wind baffles)
- 24-hour continuous operation (cooling mode)
- High pressure protection
- Fast restart
- Superior energy and operational efficiency

Specifications are subject to change without notice.

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SPECIFICATIONS: TPLA0A0361EA70A & TRUYA0361KA70(N/B)A

Cooling at 95°F[1]	Maximum Capacity	BTU/H	36,000
	Rated Capacity	BTU/H	36,000
	Minimum Capacity	BTU/H	16,000
	Maximum Power Input	W	2,780
	Rated Power Input	W	2,780
	Moisture Removal	Pints/h	4.5
	Sensible Heat Factor		0.86
	Power Factor	%	93.7/93.7
Efficiency	SEER		21.8
	EER[1]		12.9
	ENERGY STAR® Certified		Yes
Electrical	Voltage, Phase, Frequency		208/230, 1, 60
	Guaranteed Voltage Range	V AC	198 - 253
	Voltage: Indoor - Outdoor, S1-S2	V AC	208/230
	Voltage: Indoor - Outdoor, S2-S3	V DC	24
	Short-circuit Current Rating [SCCR]	kA	5
	Recommended Fuse/Breaker Size (Oudoor)	A	30
	Recommended Wire Size [Indoor - Outdoor]	AWG	14
	Power Supply		Indoor unit is powered by the outdoor unit
Indoor Unit	MCA	A	2.0
	Fan Motor Full Load Amperage	A	0.95
	Fan Motor Output	W	120
	Fan Motor Type		DC Motor
	Airflow Rate at Cooling, Dry	CFM	670–850–1020–1200
	Airflow Rate at Cooling, Wet	CFM	630–810–980–1160
	Sound Pressure Level [Cooling]	dB[A]	32–37–41–44
	Drain Pipe Size	In. [mm]	1-1/4 [32]
	Condensate Lift Mechanism, Maximum Distance	In. [mm]	33-7/16 [849]
	Coating on Heat Exchanger		—
	External Finish Color		White Munsell 6.4Y 8.9/0.4
	Unit Dimensions	W x D x H: In. [mm]	33-1/16 // 37-13/32 x 33-1/16 // 37-13/32 x 11-3/4 // 1-9/16 [840 // 950 x 840 // 950 x 298 // 40]
	Package Dimensions	W x D x H: In. [mm]	35-9/16 // 39-6/16 x 34-5/16 // 38-3/16 x 16-9/16 // 4-12/16 [903 // 1000 x 871 // 970 x 421 // 121]
	Unit Weight	Lbs. [kg]	56 // 11 [25 // 5]
	Package Weight	Lbs. [kg]	77 [35]
Indoor Unit Operating Temperature Range	Cooling Intake Air Temp [Maximum / Minimum]*	°F	90 DB, 72 WB / 66 DB, 61 WB
	Heating Intake Air Temp [Maximum / Minimum]	°F	77 DB / 59 DB
Outdoor Unit	MCA	A	25.0
	MOCP	A	31
	Fan Motor Full Load Amperage	A	0.5 + 0.5
	Fan Motor Output	W	74
	Airflow Rate	CFM	3880
	Refrigerant Control		LEV
	Defrost Method		Reverse Cycle
	Coating on Heat Exchanger		Blue Fin Coating (BS Model only)
	Sound Pressure Level, Cooling[1]	dB(A)	52
	Compressor Type		INVERTER-driven twin rotary
	Compressor Model		MNB33FBRMC-L
	Compressor Rated Load Amps	A	8
	Compressor Locked Rotor Amps	A	13.0
	Compressor Oil Type // Charge	oz.	FV50S // 45
	External Finish Color		Ivory Munsell 3Y 7.8/1.1
	Base Pan Heater		N/A
	Unit Dimensions	W x D x H: In. [mm]	41-5/16 x 13 (+1-3/16) x 52-11/16 [1050 x 330 (+30) x 1338]
	Package Dimensions	W x D x H: In. [mm]	42-15/16 x 17-11/16 x 56-4/16 [1091 x 450 x 1429]
	Unit Weight	Lbs. [kg]	211 [96]
	Package Weight	Lbs. [kg]	243 [110]
Outdoor Unit Operating Temperature Range	Cooling Air Temp [Maximum / Minimum]*	°F	115 DB / -40 DB
Refrigerant	Type		R410A
	Charge	Lbs, oz	10, 6.0
	Chargeless Piping Length	Ft. [m]	0.0 [30.0]
	Additional Refrigerant Charge Per Additional Piping Length	oz./Ft. [g/m]	0.3 [22.5]

NOTES:
AHRI Rated Conditions
(Rated data is determined at a fixed compressor speed) [1]Cooling (Indoor // Outdoor) °F 80 DB, 67 WB // 95 DB, 75 WB

*Outdoor Unit Operating Temperature Range (Cooling Air Temp (Maximum / Minimum)):
- Wind baffles required to operate below 23°F DB in cooling mode.
- Cooling-only system with advanced wind baffle: -40°F - 115°F.
- Refer to wind baffle documentation for further information.

**Outdoor Unit Operating Temperature Range (Cooling Thermal Lock-out / Re-start Temperatures; Heating Thermal Lock-out / Re-start Temperatures):
- System cuts out in heating mode to avoid thermistor error and automatically restarts at these temperatures.

SEACOAST PROTECTION (TRU*A0*******BA MODELS)
- External Outer Panel: Phosphate coating + Acrylic-Enamel coating
- Fan Motor Support: Epoxy resin coating (at edge face)
- Separator Assembly Valve Bed: Epoxy resin coating (at edge face)
- Blue Fin treatment is an anti-corrosion treatment that is applied to the condenser coil to protect it against airborne contaminants.

Specifications are subject to change without notice.

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SPECIFICATIONS: TPLA0A0361EA70A & TRUYA0361KA70(N/B)A

Piping	Gas Pipe Size O.D. [Flared]	In.[mm]	5/8 [15.88]
	Liquid Pipe Size O.D. [Flared]	In.[mm]	3/8 [9.52]
	Maximum Piping Length	Ft. [m]	225 [68]
	Maximum Height Difference	Ft. [m]	100 [30]
	Maximum Number of Bends		15

NOTES:
AHRI Rated Conditions
(Rated data is determined at a fixed compressor speed) [1]Cooling (Indoor // Outdoor) °F 80 DB, 67 WB // 95 DB, 75 WB

*Outdoor Unit Operating Temperature Range (Cooling Air Temp (Maximum / Minimum)):
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INDOOR UNIT ACCESSORIES: TPLA0A0361EA70A

Control Interface	3-Pin Connector	☐ PAC-715AD
	BACnet® and Modbus® Interface	☐ PAC-UKPRC001-CN-1
	CN24 Relay Kit	☐ CN24RELAY-KIT-CM3
	IT Extender	☐ PAC-WHS01IE-E
	kumo station® for kumo cloud®	☐ TAC-WHS01HC-E
	Lockdown bracket for remote controller	☐ RCMKP1CB
	Remote Operation Adapter‡	☐ PAC-SF40RM-E
	Thermostat Interface	☐ PAC-US444CN-1
	USNAP Adapter	☐ PAC-WHS01UP-E
	Wireless Interface for kumo cloud®	☐ PAC-USWHS002-WF-2
Remote Sensor	Flush Mount Temperature Sensor	☐ PAC-USSEN001-FM-1
	Remote Temperature Sensor	☐ PAC-SE41TS-E
	Wireless temperature and humitity sensor for kumo cloud®	☐ PAC-USWHS003-TH-1
Wired Remote Controller	Deluxe Wired MA Remote Controller†	☐ TAR-40MAAU
	Simple MA Remote Controller†	☐ TAC-YT53CRAU-J
	Touch MA Controller†	☐ TAR-CT01MAU-SB
Wireless Remote Controller	kumo touch™ RedLINK™ Wireless Controller	✔ MHK2
	Wireless Remote Contoller	☐ PAR-SL100A-E
	Wireless Signal Receiver Panel	☐ PAR-SR4LU-E
Casement	Multi-function Casement	☐ PAC-SJ41TM-E
Condensate	Blue Diamond (Advanced) Mini Condensate Pump w/ Reservoir & Sensor (208/230V) [recommended]	☐ X87-721
	Blue Diamond (MegaBlue Advanced) Condensate Pump w/ Reservoir & Sensor	☐ X87-835
	Blue Diamond Sensor Extension Cable — 15 Ft.	☐ C13-103
Disconnect Switch	(30A/600V/UL) [fits 2” X 4” utility box] - Black	☐ TAZ-MS303
	(30A/600V/UL) [fits 2” X 4” utility box] - White	☐ TAZ-MS303W
Filter	High Efficiency Filter Element	☐ PAC-SH59KF-E
i-see Sensor® Panel	Grille with 3D i-see Sensor® (required)	✔ TLP-41EAEU
Lineset	10’ x 3/8” x 10’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-10
	100’ x 3/8” x 100’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-100
	15’ x 3/8” x 15’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-15
	30’ x 3/8” x 30’ x 5/8” Lineset (Twin-Tube Insulation)††	✔ MPLS385812T-30
	50’ x 3/8” x 50’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-50
	65’ x 3/8” x 65’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-65
Shutter Plate	Shutter Plate	☐ PAC-SJ37SP-E
Space Panel	Architectural Surround for Ceiling Recessed Units	☐ PLFY-ITP1
	Space Panel	☐ PAC-SJ38AS-E

NOTES:
‡PAC-SF40RM-E (Unable to use with wireless remote controller)

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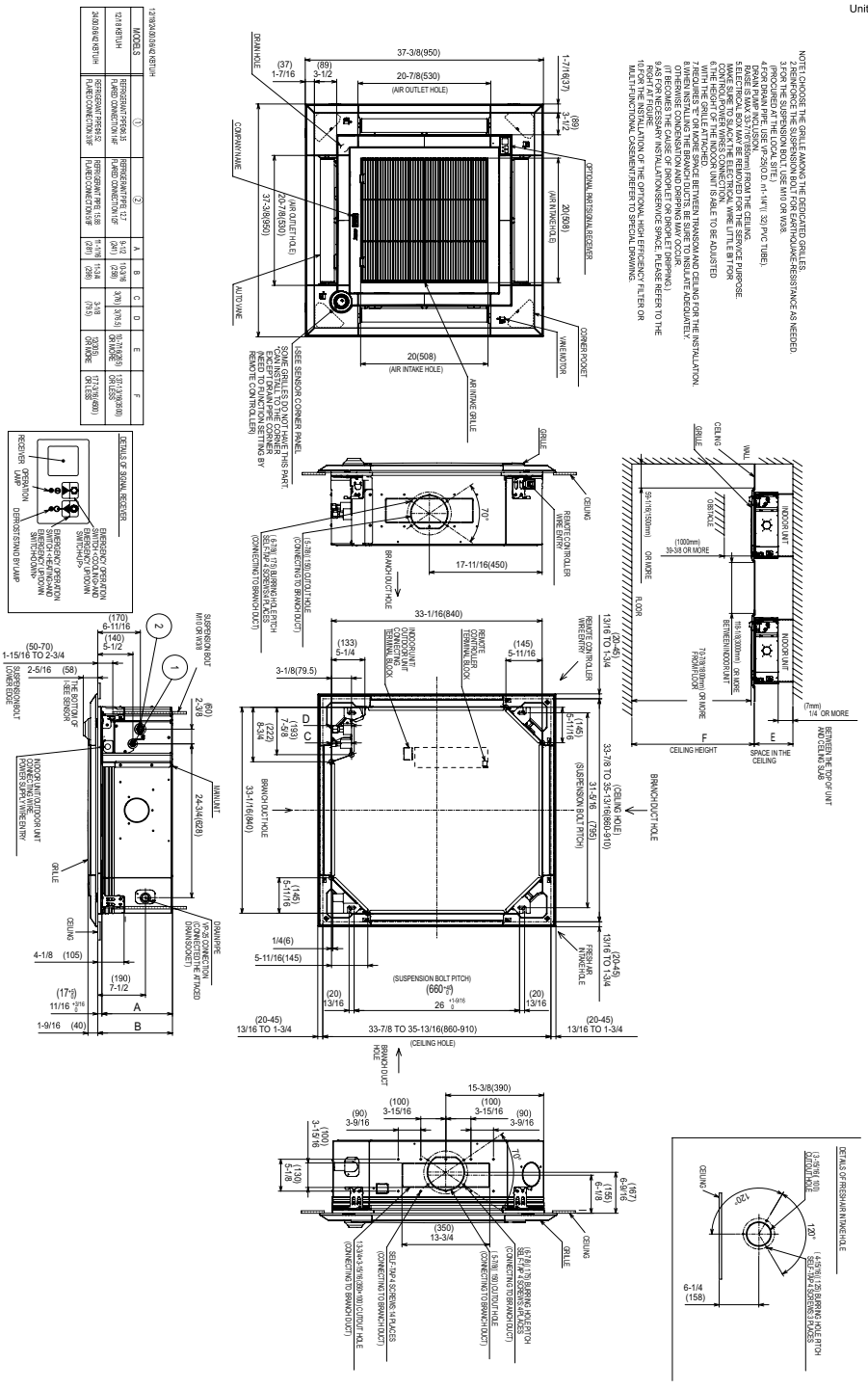
OUTDOOR UNIT ACCESSORIES: TRUYA0361KA70(N/B)A

Air Outlet Guide	Air Outlet Guide (1 Piece)	☐ PAC-ADG096AA-E (two pieces are required)
Control/Service Tool	Control/Service Tool	☐ PAC-SK52ST
	M- & P-Series Maintenance Tool Cable Set	☐ M21EC0397
	USB/UART Conversion Cable (Required for all laptop connection)	☐ M21EC1397
Distribution pipe	Twinning Distribution Pipe (50:50)††	☐ MSDD-50TR-E
Drain Socket	Drain Socket	☐ PAC-SG61DS-E
M-NET Converter	M-NET Converter	☐ PAC-SJ85MA-E
	M-NET Converter	☐ PAC-SJ95MA-E
Mini-Split Wire	14 Gauge, 4 wire MiniSplit Cable—250 ft. roll	☐ S144-250
	14 Gauge, 4 wire MiniSplit Cable—50 ft. roll	☐ S144-50
	16 Gauge, 4 wire MiniSplit Cable—250 ft. roll	☐ S164-250
	16 Gauge, 4 wire MiniSplit Cable—50 ft. roll	☐ S164-50
Mounting Pad	Condensing Unit Mounting Pad: 24” x 42” x 3”	☐ ULTRILITE2
Stand	18” Dual Fan Stand	☐ QSMS1802M
	24” Dual Fan Stand	☐ QSMS2402M
	Condenser Wall Bracket	☐ QSWB2000M-1
	Condenser Wall Bracket -Stainless Steel Finish	☐ QSWBSS
	Outdoor Unit Stand — 12” High	☐ QSMS1202M
Wind Baffle	Front Wind Baffle	☑ WB-PA3 (two pieces are required)
	Rear Wind Baffle	☐ WB-RE6
	Side Advanced Wind Baffle	☐ WB-SD6

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INDOOR UNIT DIMENSIONS: TPLA0A0361EA70A

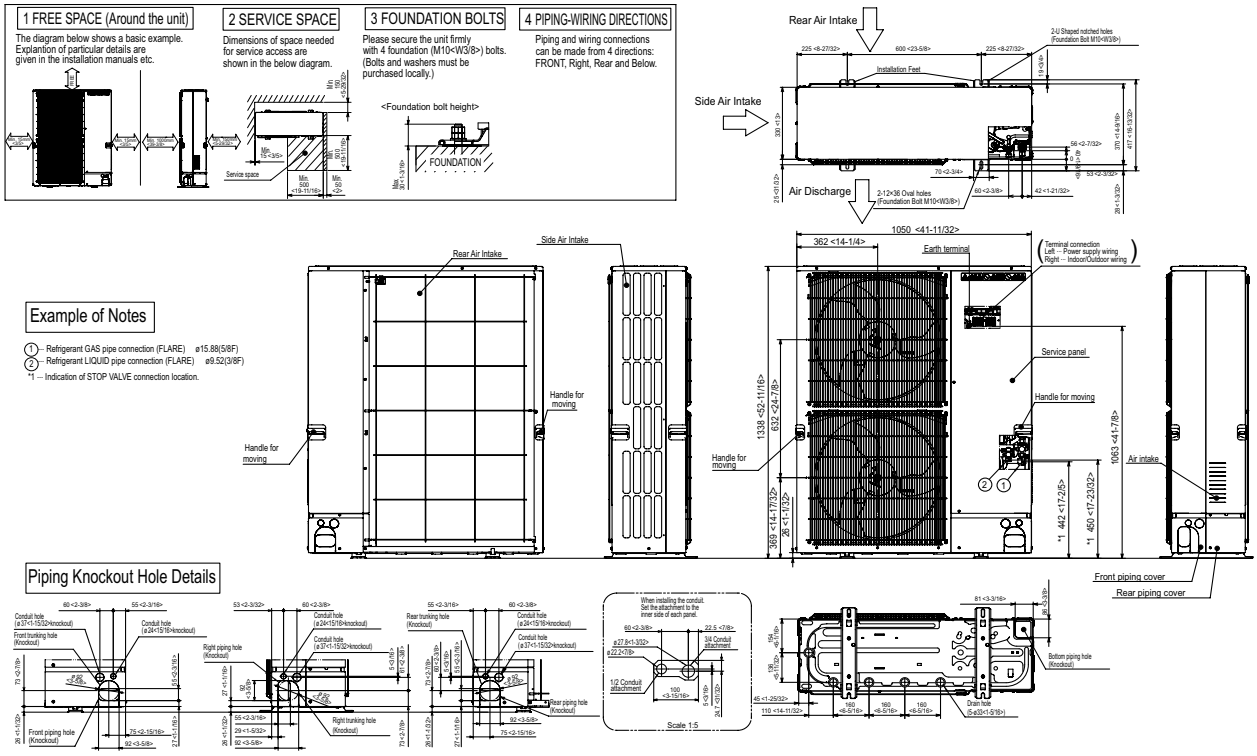


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OUTDOOR UNIT DIMENSIONS: TRUYA0361KA70(N/B)A

Unit: mm<in>



FORM# TPLA0A0361EA70A & TRUYA0361KA70(N/B)A - 202108

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Tag Data - PREC (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
E1	RTU-5	1	7.5 Ton Gas Heat RTU	YSJ090A3S0L--D0A000010000000000000000000
E2	RTU-4	1	10 Ton Gas Heat RTU	YSJ120A3S0M--D0A000010000000000000000000

Product Data - PREC

All Units

Standard ship cycle
DX Cooling / Gas
Standard Efficiency
R-410A
208-230/60/3
Symbio 700
Economizer, DB with Barometric Relief
Hinged Access Panels
Advanced Controls and BACnet BAS
Through the base electrical
Non-fused disconnect
5 Year Parts and Labor Warranty

Item: E1 Qty: 1 Tag(s): RTU-5

7.5 Ton
Low Gas Heat

Item: E2 Qty: 1 Tag(s): RTU-4

10 Ton
Medium Gas Heat

Performance Data - PREC

Tags	RTU-5	RTU-4
Cooling Entering Dry Bulb (F)	80.00	80.00
Cooling Entering Wet Bulb (F)	67.00	67.00
Summer Ambient (F)	105.00	105.00
Entering Dry Bulb (in HGRH) (F)	73.00	73.00
Entering Wet Bulb (in HGRH) (F)	64.00	64.00
Ambient (In HGRH) (F)	75.00	75.00
Heating Entering Air Temperature (F)	60.00	60.00
Design Airflow (cfm)	2475	3700
Airflow Application	Downflow	Downflow
Design ESP (in H2O)	0.500	0.500
Fan Pressurized (in H2O)	0.772	1.035
Total External Static Pressure (in H2O)	0.736	0.978
Elevation (ft)	0.00	0.00
Gross Total Capacity (MBh)	85.41	114.58
Gross Sensible Capacity (MBh)	62.94	88.14
Gross Latent Capacity (MBh)	22.48	26.44
Net Total Capacity (MBh)	83.63	110.97
Net Sensible Capacity (MBh)	61.15	84.53
Net Sensible Heat Ratio (Number)	0.73	0.76
Evap Coil Leaving Air Temperature (F)	56.04	57.67
Evap Coil Leaving Wet Bulb Temperature (F)	55.52	56.87
Cooling Leaving Unit Dry Bulb (F)	57.62	59.49
Cooling Leaving Unit WB (F)	56.16	57.60
Fan Motor Heat (MBh)	1.79	3.61
Dew Point Temperatute (F)	55.20	56.39
Refrigerant charge (HFC-410A) - Ckt 1 (lb)	9.0	10.1

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Tags	RTU-5	RTU-4
Saturated Discharge Temperature (F)	124.96	127.21
Saturated Suction Temperature (F)	50.54	51.46
Heat Static Pressure Add (in H2O)	0.128	0.244
Component SP Add (in H2O)	0.108	0.234
Max Available ESP (in H2O)	1.764	1.522
Supply Motor Horsepower (hp)	3.100	3.100
Supply Operating Horsepower (bhp)	0.67	1.56
Supply RPM (rpm)	992	1321
Compressor Power (kW)	6.85	9.60
System Power (kW)	9.18	12.04
EER @ AHRI (EER)	11.0	11.0
IEER @ AHRI (EER)	14.6	14.6
MCA (A)	42.00	54.00
MOP (A)	50.00	70.00
Compressor 1 RLA (A)	16.40	25.80
Compressor 2 RLA (A)	9.20	9.70
Condesnsor Fan FLA (A)	3.30	2.80
Evaprator Fan FLA (A)	8.80	8.80
Heating Input Capacity (MBh)	120.00	200.00
Output Heating Capacity (MBh)	97.20	162.00
Heating Capacity w Fan (MBh)	105.07	169.87
Heating Leaving Air Temperature (F)	102.61	107.51
Heating Temperature Rise (F)	42.61	47.51
Height (ft)	4.24	4.24
Width (ft)	4.44	4.44
Length (ft)	7.34	7.34
Approx Configured Weight (lb)	1023.0	1094.0
Approx Installed Weight (lb)	1101.0	1217.0

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Mechanical Specifications - PREC
Item: E1, E2 Qty: 2 Tag(s): RTU-5, RTU-4

General
- Packaged rooftop units cooling, heating capacities, and efficiencies are AHRI Certified within scope of AHRI Standard 210-240 for 6 to 25 Tons and ANSIZ21.47 and 10 CFR Part 431 pertaining to Commercial Warm Air Furnaces (all gas heating units).
-Convertible airflow.
-Symbio controls operating range between 0°F and 125°F in cooling mode standard from the factory.
-Factory assembled, internally wired, fully charged with R-410A, and 100 percent run tested to check cooling operation, fan and blower rotation, and control sequence before leaving the factory.
-Colored and numbered wiring internal to the unit for simplified identification.
-Units cULus listed and labeled, classified in accordance for Central Cooling Air Conditioners.

Hail Guards
-Provides condenser coil protection.

Powered or Unpowered Convenience Outlet
-Powered GFCI, 120V/15A, 2 plug, convenience outlet or unpowered GFCI, 120V/20A, 2 plug, convenience outlet.
-When convenience outlet is powered, a service receptacle disconnect will be available.
-Convenience outlet is powered from the line side of the disconnect or circuit breaker, and therefore will not be affected by the position of the disconnect or circuit breaker.
-Available to order when through-the-base electrical with disconnect switch or circuit breaker option is ordered.

Casing
-Zinc coated, heavy gauge, galvanized steel.
-Weather resistant pre-painted metal with galvanized substrate.
-Meets ASTM B117, 672 hour salt spray test.
-Removable single side maintenance access panels.
-Lifting handles in maintenance access panels (can be removed and reinstalled by removing fasteners while providing a water and air tight seal).
-Exposed vertical panels and top covers in the indoor air section insulated with a cleanable foil-faced, fire-retardant permanent, odorless glass fiber material.
-Base pan shall have no penetrations within the perimeter of the curb other than the raised 1 inch high downflow supply/return openings to provide an added water integrity precaution, if the condensate drain backs up.
-Base of the unit insulated with 1/8 inch, foil-faced, closed-cell insulation.
-Unit base provisions for forklift and/or crane lifting on three sides of unit.

Microchannel Coils
-Optimal heat transfer performance due to flat, streamlined tubes with small ports, and metallurgical tube-to-fin bond.
-Reduce system refrigerant charge by up to 50% leading to better compressor reliability.
-Compact all-aluminum microchannel coils reduce the unit weight.
-Recyclable all aluminum coils All aluminium construction minimizes galvanic corrosion.
-Strong aluminum brazed structure provides better fin protection.
-Flat streamlined tubes more dust resistant and easy to clean.
-Coils leak tested at the factory to ensure the pressure integrity.

Compressors
-All units have direct-drive, hermetic, scroll type compressors with centrifugal type oil pumps.
-Suction gas-cooled motor with voltage utilization range of plus or minus 10 percent of unit nameplate voltage.
-Internal overloads standard with scroll compressors.
-Crankcase heaters are standard on all compressors.
-All units have dual compressors.
-Three stages of cooling available on 6 to 17.5 tons units and four stages of cooling available on 20 and 25 tons units.

Filters
-Standard throwaway filters.
-Optional 2-inch MERV 8 and MERV 13 filters.

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Frostat
-Utilized as a safety device.
-Opens to prevent freezing temperatures on evaporator coil.
-Temperature will need to rise to 50°F before closing.
-Utilized in low airflow or high outside air applications (cooling only).

Gas Heating Section
-The heating section shall have a progressive tubular heat exchanger with corrosion-resistant aluminized steel tubes and burners as standard on all models.
-Stainless steel heat exchanger with 409 stainless steel tubes and 439 stainless steel burners shall be optional.
-Induced draft combustion blower shall be used to pull the combustion products through the firing tubes.
-Heater shall use a direct spark ignition (DSI) system.
-On initial call for heat, the combustion blower shall purge the heat exchanger for 20 seconds before ignition.
-After three unsuccessful ignition attempts, entire heating system shall be locked out until manually reset at the thermostat/zone sensor.
-Units shall be suitable for use with natural gas or propane (field-installed kit).

Heat Exchanger
-Compact cabinet features a tubular heat exchanger in low, medium and high heat capacities.
-Corrosion-resistant aluminized steel tubes and burners are standard on all models.
-Induced draft blower to pull the gas mixture through the burner tubes.
-Direct spark ignition and a flame sensor as a safety device to validate the flame.

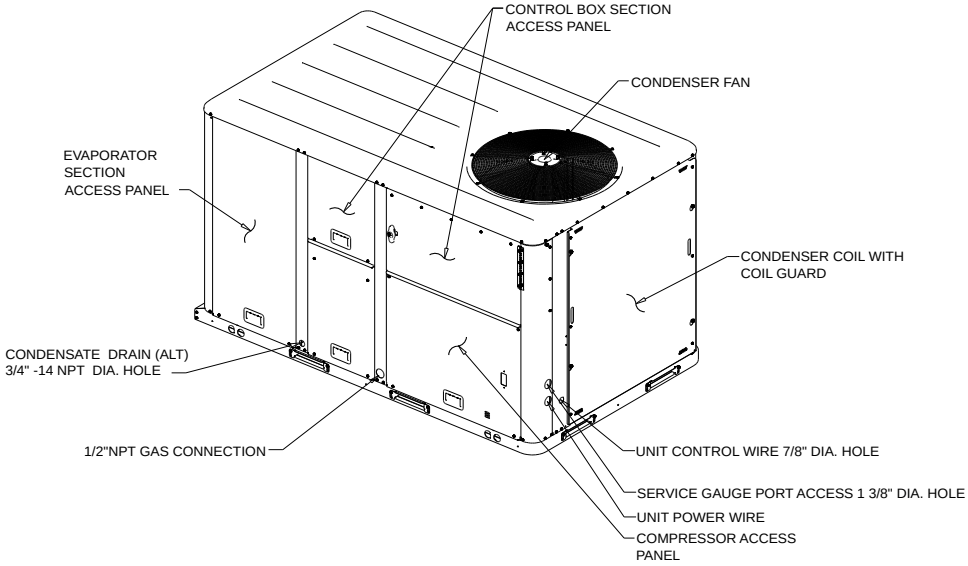
Economizer (Standard)
-Available with or without barometric relief.
-Fully modulating 0-100 percent motor and dampers, minimum position setting, preset linkage, wiring harness with plug, spring return actuator and fixed dry bulb control.
-Barometric relief shall provide a pressure operated damper that shall be gravity closing.
-Barometric relief shall prohibit entrance of outside air during the equipment ?off? cycle.
-Optional solid state or differential enthalpy control.
-Arrives in shipping position and shall be moved to the operating position by the installing contractor.

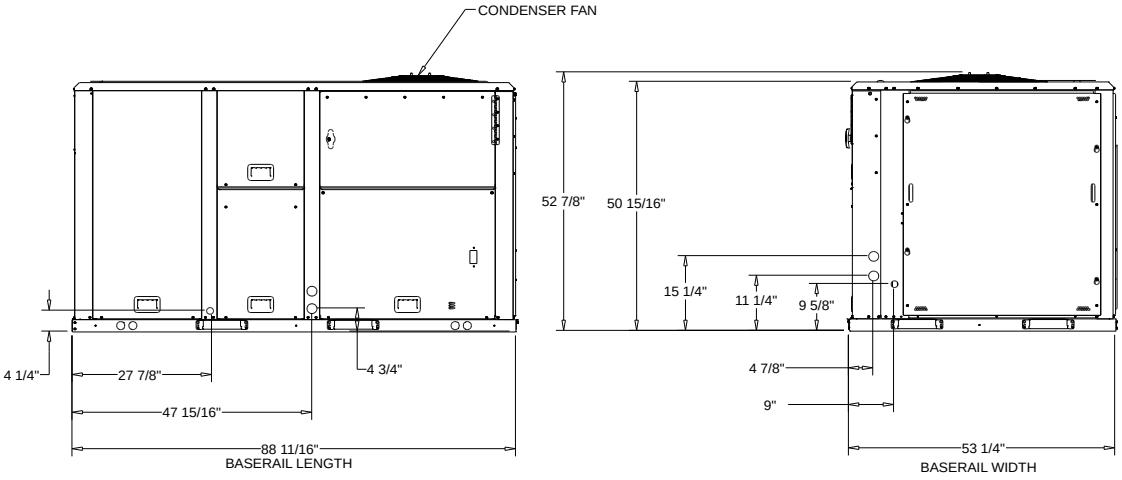
Reference or Comparative Enthalpy
-Reference enthalpy used to measure and communicate outdoor humidity.
-Unit receives and uses information to provide improved comfort cooling while using the economizer.
-Comparative enthalpy measures and communicates humidity for both outdoor and return air conditions, and return air temperature.
-Unit receives and uses information to maximize use of economizer cooling, and to provide maximum occupant comfort control.
-Reference or comparative enthalpy available when a factory or field installed downflow economizer ordered.

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Unit Dimensions - PREC
Item: E1 Qty: 1 Tag(s): RTU-5

NOTES:
1. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION



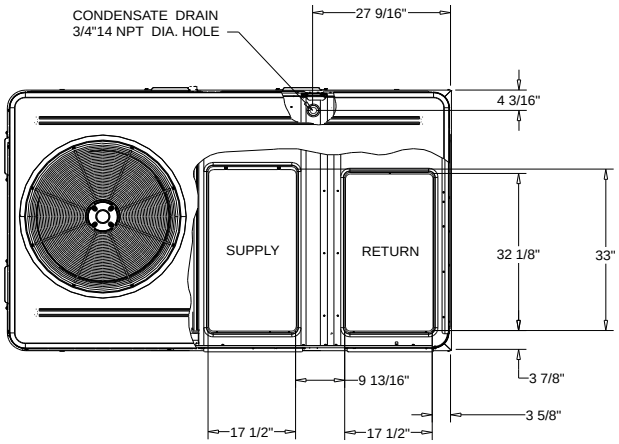


7.5 TON STANDARD GAS/ELECTRIC UNIT

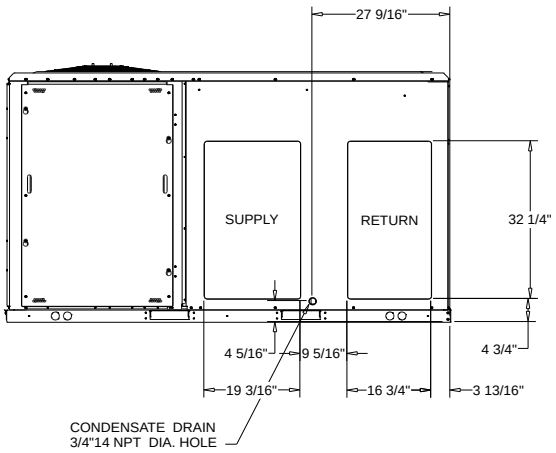
DIMENSION DRAWING

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Unit Dimensions - PREC
Item: E1 Qty: 1 Tag(s): RTU-5



PLAN VIEW OF DOWNFLOW OPENINGS



HORIZONTAL AIR FLOW OPENING

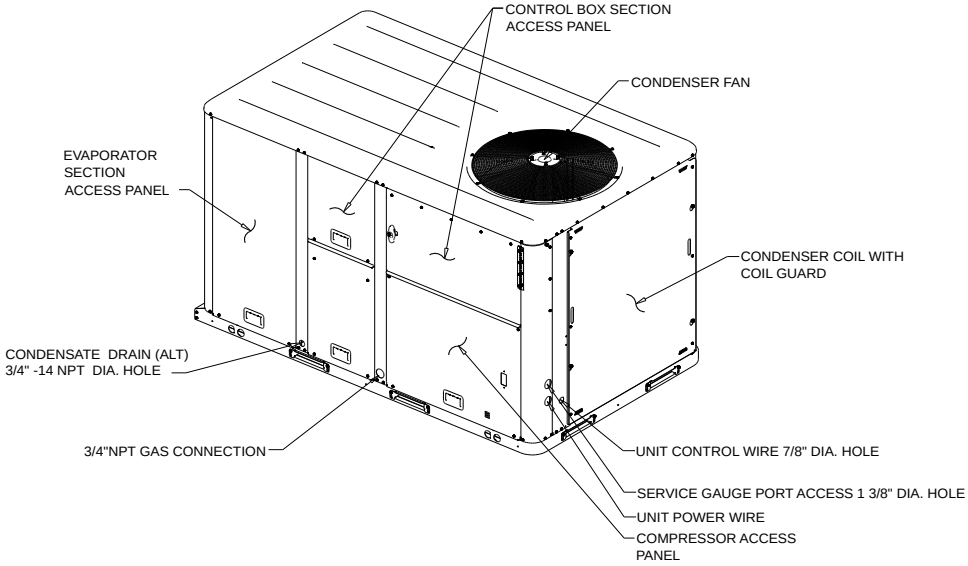
7.5 TON STANDARD GAS/ELECTRIC UNIT

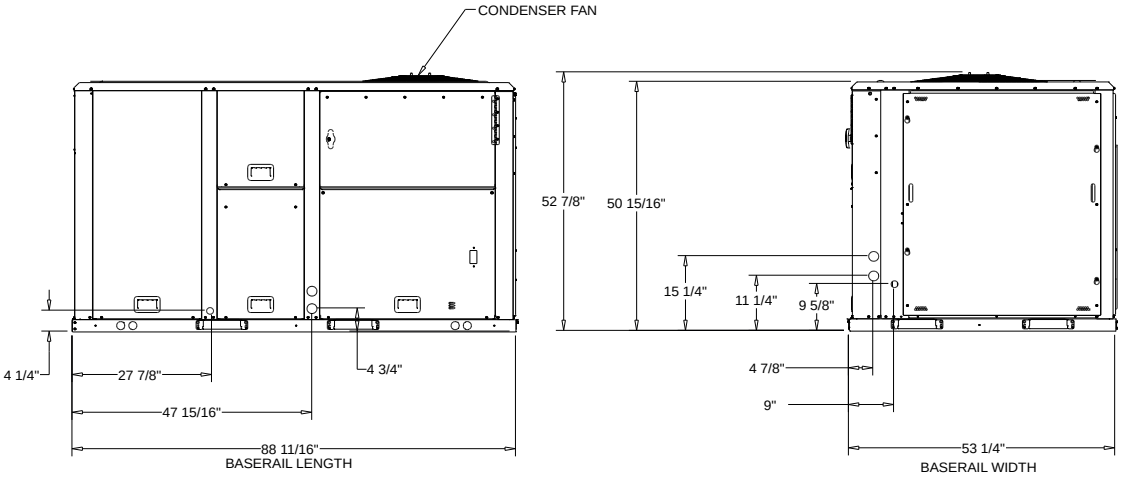
DIMENSION DRAWING

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Unit Dimensions - PREC
Item: E2 Qty: 1 Tag(s): RTU-4

NOTES:
1. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION



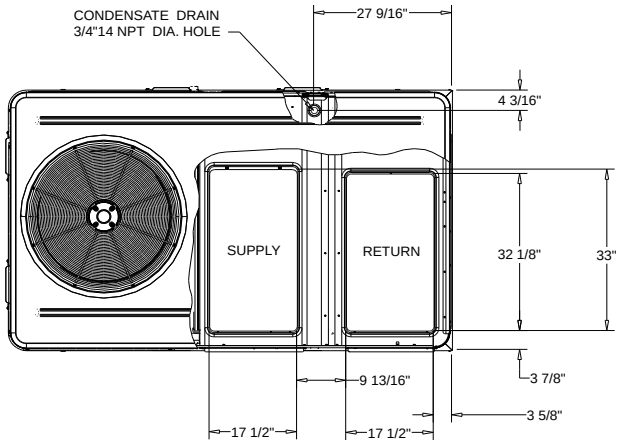


10 TON STANDARD GAS/ELECTRIC UNIT

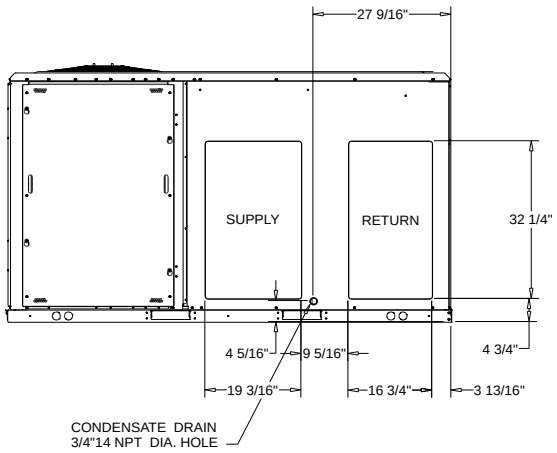
DIMENSION DRAWING

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Unit Dimensions - PREC
Item: E2 Qty: 1 Tag(s): RTU-4



PLAN VIEW OF DOWNFLOW OPENINGS



HORIZONTAL AIR FLOW OPENING

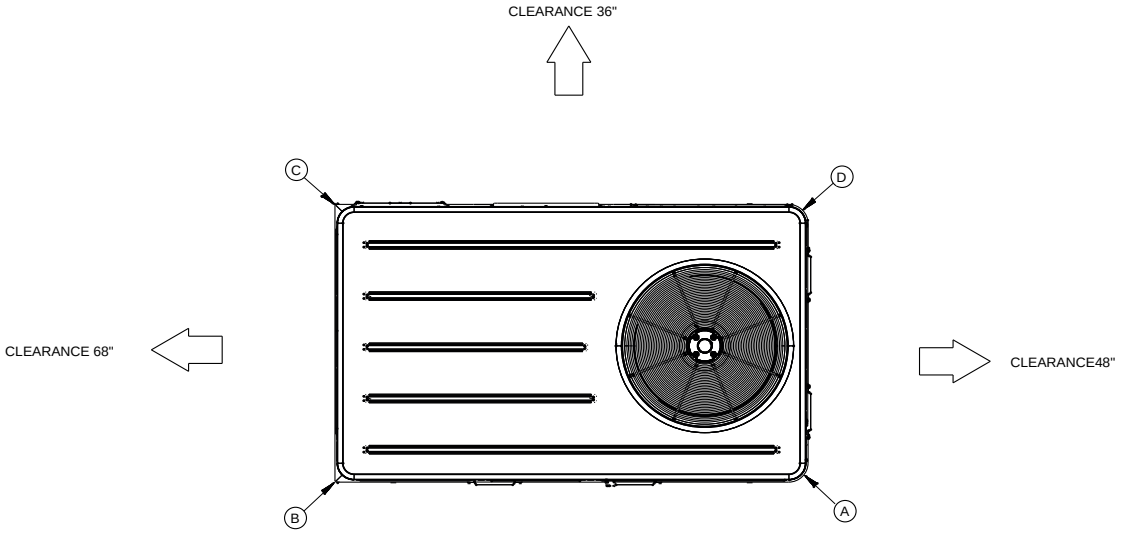
10 TON STANDARD GAS/ELECTRIC UNIT

DIMENSION DRAWING

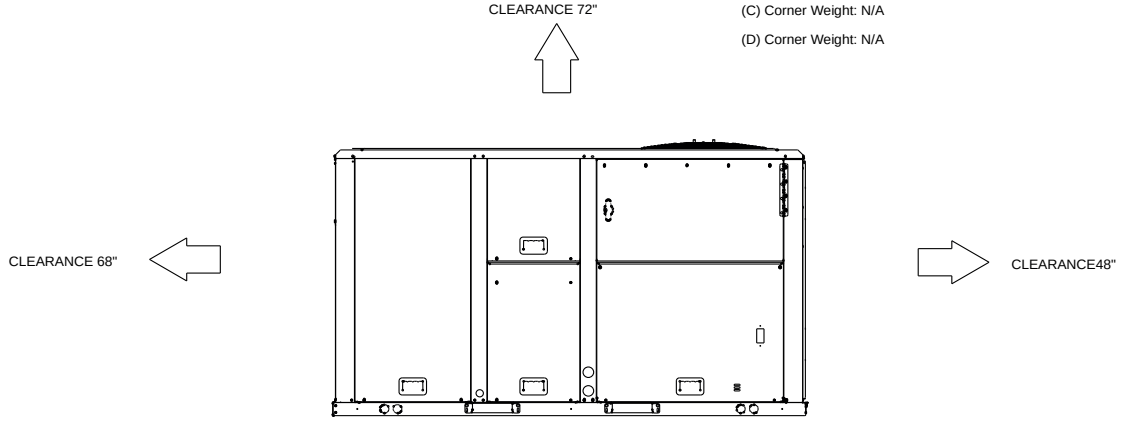
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Weight, Clearance & Rigging Diagram - PREC
Item: E1 Qty: 1 Tag(s): RTU-5



Approx Total Shipping Weight: 1023.0 lb
Approx Installed Weight: 1023.0 lb
(A) Corner Weight: N/A
(B) Corner Weight: N/A
(C) Corner Weight: N/A
(D) Corner Weight: N/A



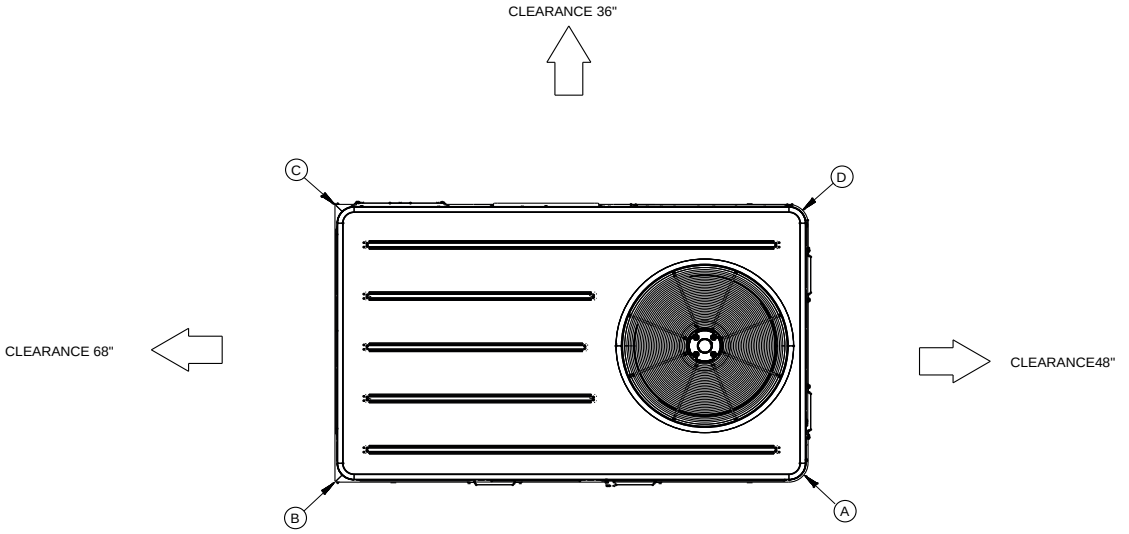
7.5 TON STANDARD GAS/ELECTRIC UNIT

WEIGHTS AND CLEARANCES

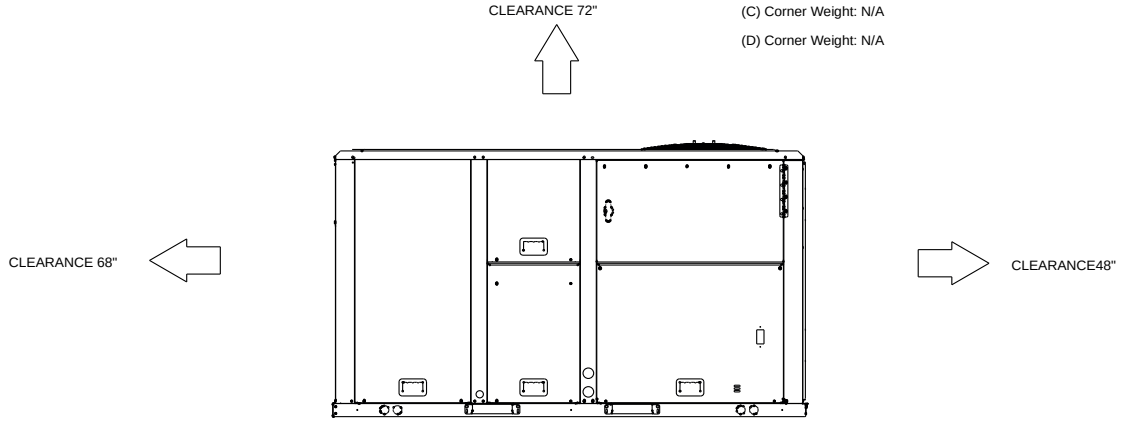
Page 53 of 59

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Weight, Clearance & Rigging Diagram - PREC
Item: E2 Qty: 1 Tag(s): RTU-4



Approx Total Shipping Weight: 1094.0 lb
Approx Installed Weight: 1094.0 lb
(A) Corner Weight: N/A
(B) Corner Weight: N/A
(C) Corner Weight: N/A
(D) Corner Weight: N/A



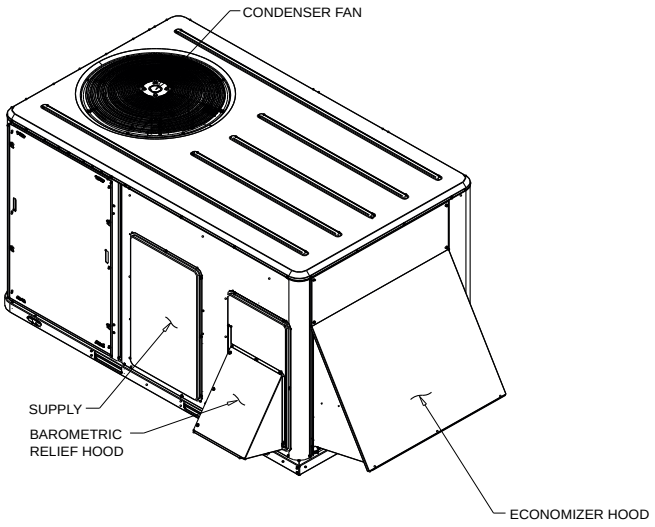
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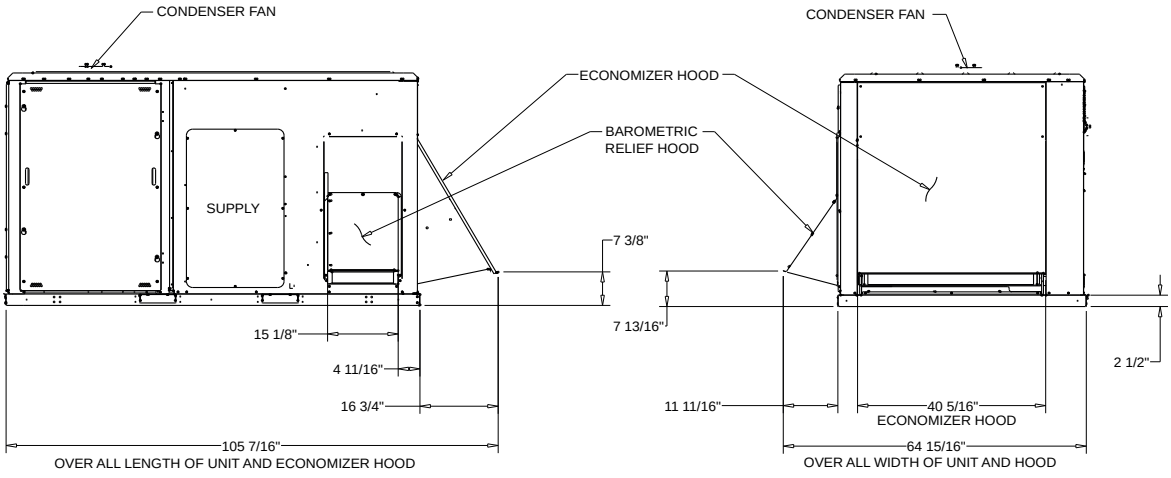
WEIGHTS AND CLEARANCES

Page 54 of 59

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Accessory - PREC
Item: E1 Qty: 1 Tag(s): RTU-5



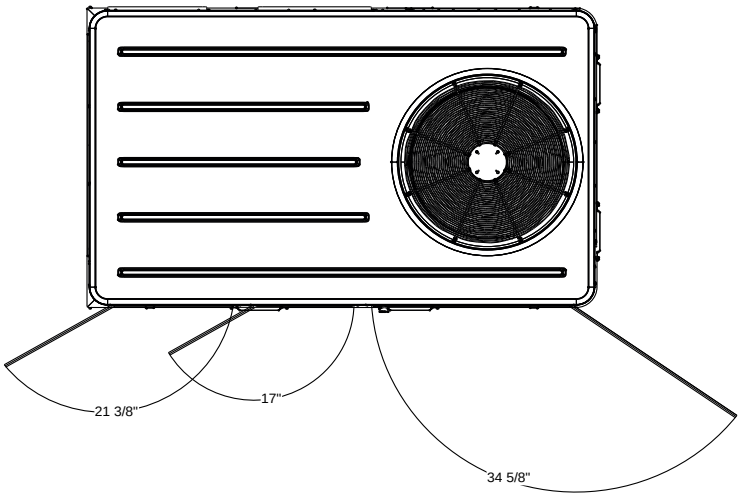


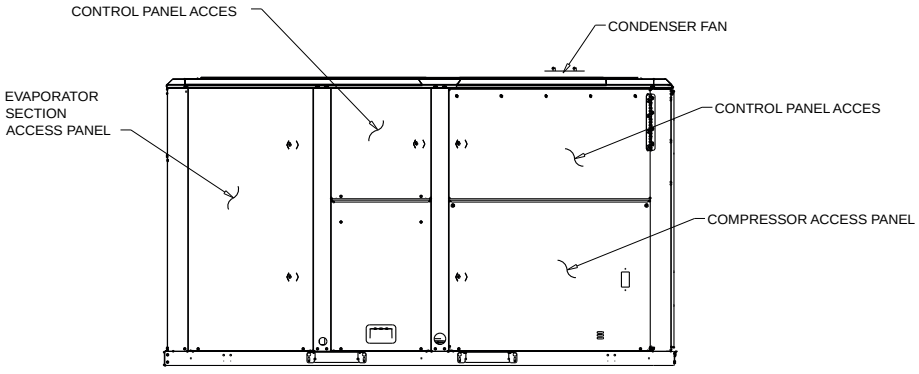
'ECONOMIZER AND BAROMETIC AIR DAMPER(S) (OPTION)

'7.5 TON STANDARD GAS/ELECTRIC UNIT

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Accessory - PREC
Item: E1 Qty: 1 Tag(s): RTU-5



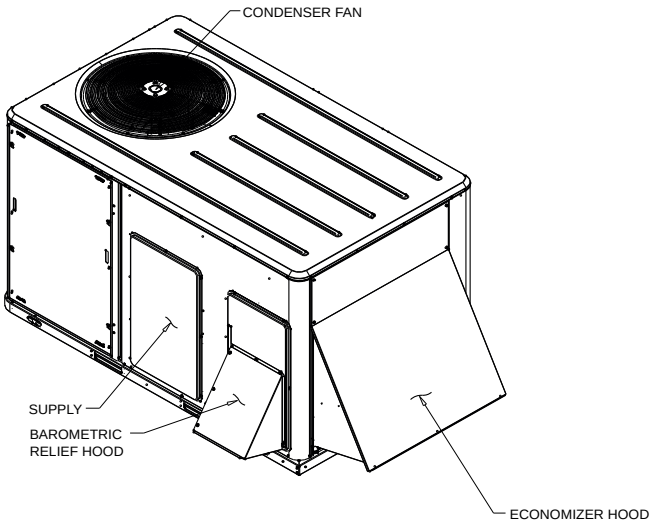


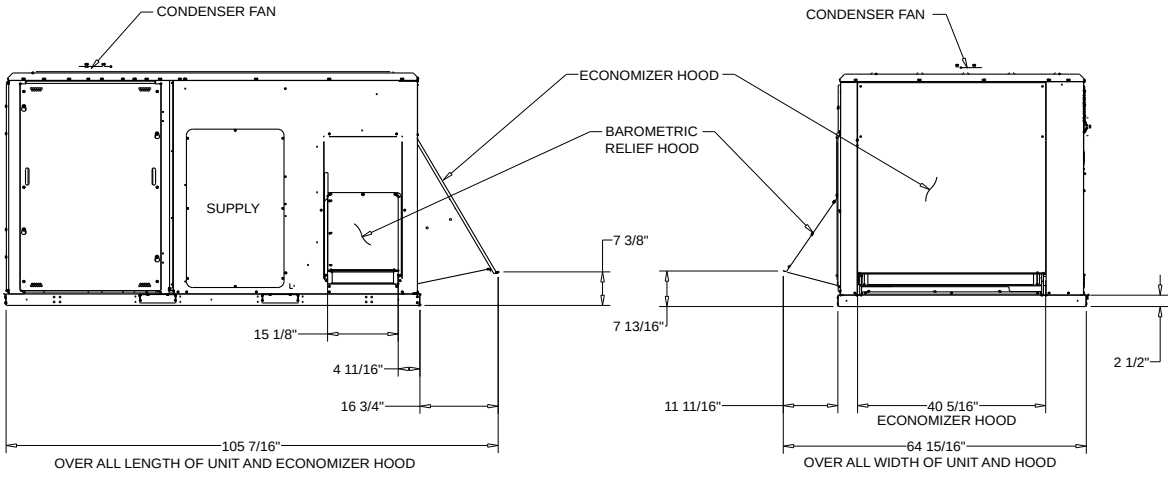
'SWING DIAMETER FOR HINGED DOOR(S) (OPTION)

'7.5 TON STANDARD GAS/ELECTRIC UNIT

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Accessory - PREC
Item: E2 Qty: 1 Tag(s): RTU-4



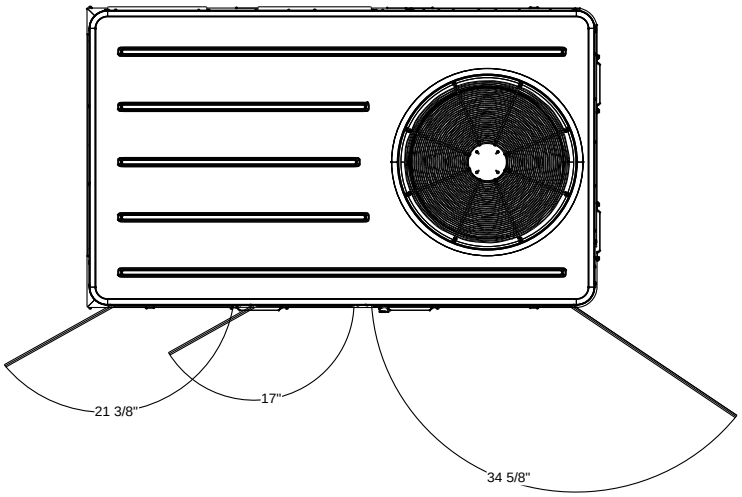


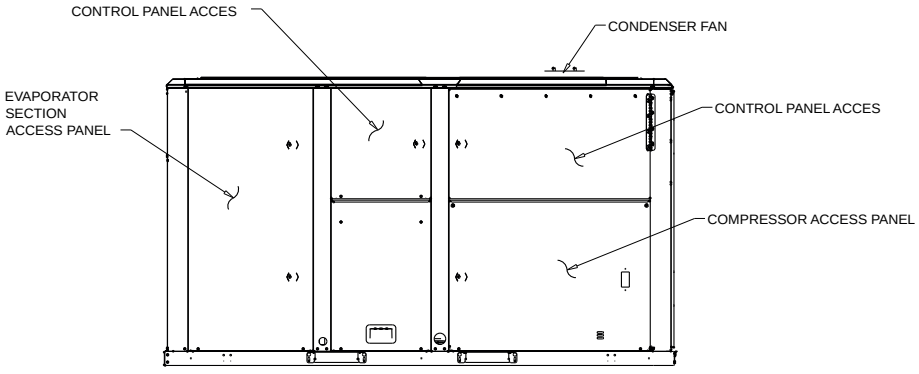
ECONOMIZER AND BAROMETIC AIR DAMPER(S) (OPTION)

10 TON STANDARD GAS/ELECTRIC UNIT

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Accessory - PREC
Item: E2 Qty: 1 Tag(s): RTU-4





'SWING DIAMETER FOR HINGED DOOR(S) (OPTION)

'10 TON STANDARD GAS/ELECTRIC UNIT

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Field Installed Options - Part/Order Number Summary
This is a report to help you locate field installed options that arrive at the jobsite. This report provides part or order numbers for each field installed option, and references it to a specific product tag. It is NOT intended as a bill of material for the job.

Product Family - UPG Accessories

Item	Tag(s)	Qty	Description	Model Number
B1	No Tag	1	Thermostats	

Field Installed Option Description	Part/Ordering Number
Programmable 4H/2C	TCONT302AS42DA

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Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 02 Aug 2022

TITLE:
Consider a Resolution approving the terms and conditions of Professional Service Agreement #22-0030 for a Sanitary Sewer Evaluation Survey of Basin DD and portions of Basin DA and Basin TA, with Burgess & Niple, Inc., for a total cost not to exceed $99,344.61.

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

STAFF RESPONSIBLE:
Jacqueline R. Culton, PE, MBA, Managing Director of Public Works (Interim)
Matt Bryant, Utilities Superintendent

BACKGROUND/HISTORY:
The FY2022 annual sanitary sewer evaluation surveys will cover the DD and portions of DA (only Woodhaven Blvd) and TA Sanitary Sewer Basins (map is attached). This is a proactive program to evaluate the wastewater collection system for defects that may result in sewer back-ups and identify possible areas of inflow and infiltration (I&I) of groundwater and/or stormwater into the sewer collection system. The evaluation is also part of the City's Sanitary Sewer Overflow Initiative as directed by the Texas Commission on Environmental Quality.

Public Works Utilities personnel evaluate the information received in the reports to determine the best course of action for the collection system's continued repair and/or replacement. Eliminating I&I will minimize sanitary sewer overflows and the cost of wastewater treatment due to the reduction of groundwater and/or stormwater entering the sewer system.

Last year's sanitary sewer survey covered small diameter (8-inch diameter and smaller) pipelines in Basin WA at a cost of $99,850.86 and included:

-Smoke testing approximately 100,000 linear feet of sewer mainline
-220 manhole visual inspections
-97 mainline cleanout visual inspections
-Supervision, Engineering Evaluation, Data Analysis, and Report

The DD, DA, and TA Basins survey scheduled for FY2022 will include approximately 83,000 linear feet of sewer main lines and 276 manhole and mainline cleanout inspections at a cost of $99,344.61.

Sewer system defects are determined by smoke testing, dye flooding, internal video inspection, and physical inspections during or following rain events. The work is projected to be complete within six months.

POLICY EXPLANATION:
I&I studies have been performed annually since 1984 on various wastewater basins throughout the city, identifying defects and saving thousands of dollars in sewer treatment charges. Essential for rehabilitating the sanitary sewer system, I&I studies target areas where manhole linings would be effective in addition to identifying sewer lines needing replacement by pipe bursting or a simple repair.

Professional Engineering Services are exempt from cost-competitive bidding under the Texas Procurement Chapter 2254.002. The City relies on consulting engineering firms selected based on qualification and competence for specialty design work.

FUNDING SOURCE:

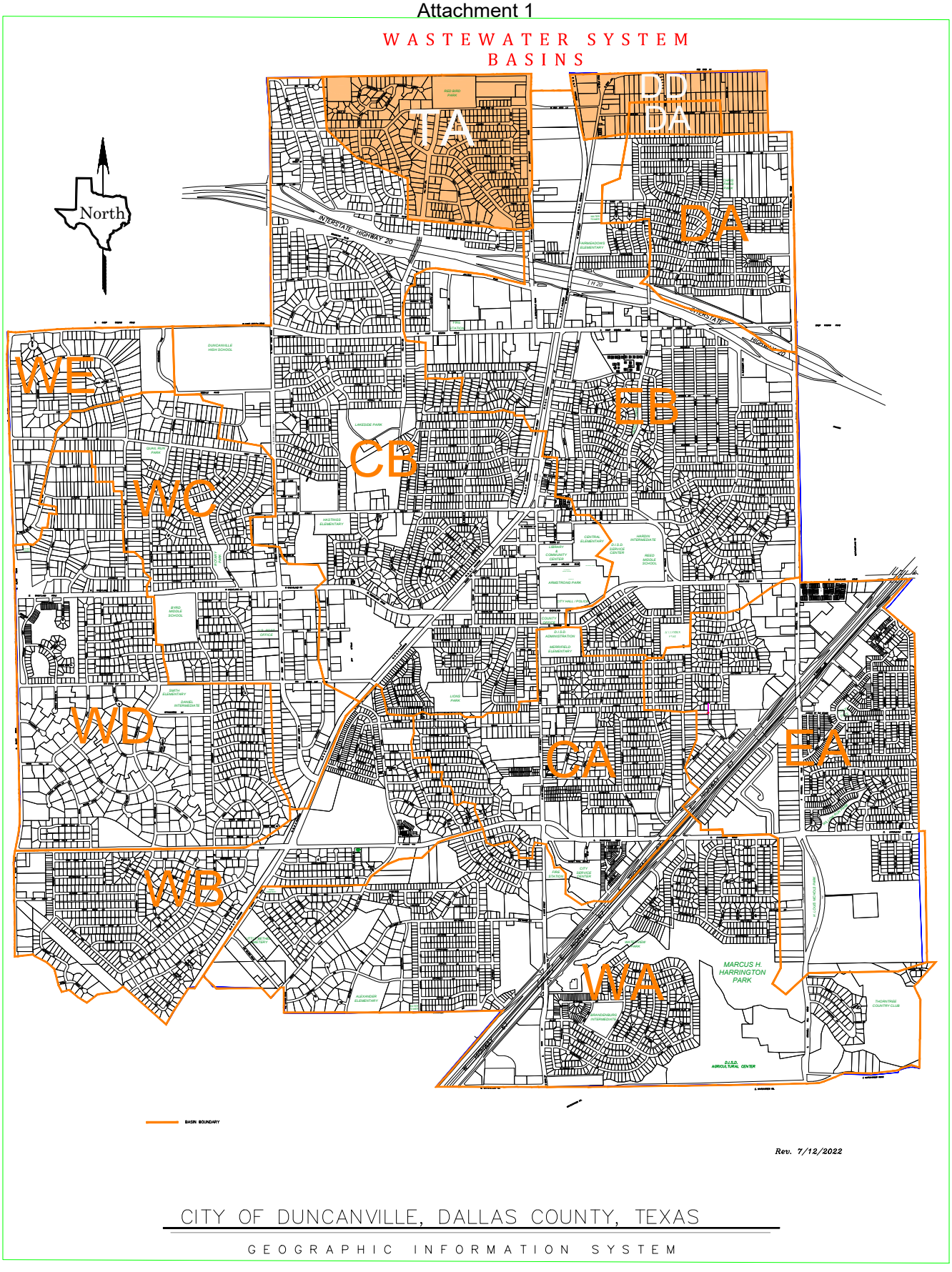
ORG and Object Number
02313000-700444

Available Budget	**Purchase Amount**	**After Encumber**
$100,000.00	$99,344.61	$655.39

ACTION ALTERNATIVES:
1. Approve funding in the amount of $99,344.61 to perform the Sanitary Sewer Evaluation Survey of Basin DD and portions of Basin DA and Basin TA with Burgess & Niple, Inc.
2. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Sanitary Sewer Evaluation Survey Map
Attachment 2 - Resolution No. - 2022-054 - Sanitary Sewer Evaluation Survey with Exhibits

Attachment 1



RESOLUTION NO. 2022-054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF PROFESSIONAL SERVICE AGREEMENT PSA #22-0030 FOR A SANITARY SEWER EVALUATION SURVEY OF BASIN DD AND PORTIONS OF BASIN DA AND BASIN TA, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A," WITH BURGESS & NIPLE, INC., FOR A TOTAL COST NOT TO EXCEED $99,344.61, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL PAPERWORK AND NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to make infrastructure improvements; and

WHEREAS, the City of Duncanville desires to enter into an agreement to perform an evaluation survey of Basin DD and portions of Basin DA and Basin TA of the sanitary sewer system at a cost of $99,344.61; and

WHEREAS, the City Council of the City of Duncanville, Texas, has funds allocated in the Water/Wastewater Utility Fund to fund a sanitary sewer evaluation survey; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to use these funds to develop a sanitary sewer evaluation survey of the sanitary sewer system to benefit the citizens of Duncanville.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes, approves, and accepts the terms and conditions of PSA #22-0030 to develop a sanitary sewer evaluation survey of Basin DD and portions of Basin DA and Basin TA of the Duncanville sanitary sewer system with Burgess & Niple, Inc., attached hereto and incorporated herein as Exhibit "A," at a total cost of $99,344.61; and the City Manager is hereby authorized to execute said Agreement.

SECTION 2. The City Council of the City of Duncanville, Texas, hereby authorizes the City Manager to execute the necessary documents to execute the appropriate and necessary documents and/or purchase orders.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of July, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

PROPOSAL FOR TECHNICAL SERVICES

DATE: May 31, 2022

TO: The City of Duncanville
330 Shady Trail Drive
Duncanville, Texas 75137

FROM: Burgess & Niple, Inc.
9601 Amberglen Blvd, Suite 275
Austin, Texas 78729

PROJECT: 2022 SSES Basin DD and Portions of Basin DA and Basin TA

This project is an assessment of Basin DD and portions of Basin DA and Basin TA area of the City of Duncanville's wastewater collection system using a traditional smoke testing method and visual inspection of manholes. The goal of the project is to identify system deficiencies caused by structural and inflow and infiltration related issues. The goals of the project shall be accomplished through the performance of various tasks listed below by Burgess and Niple, Inc. (ENGINEER) for the City of Duncanville (OWNER):

1.0 PROJECT WORK PLAN

This proposed work plan is being presented to the Owner with the primary goal to perform a traditional smoke test and visual manhole inspection of Owner designated portions of the wastewater collection system and document findings.

Task 1 – Preparatory Work, Project Organization & Mobilization

This task provides for the deployment of equipment and personnel to the project area and development of formal communication channels and data security protocols. Under this task, ENGINEER will:

- Attend any scheduled Project Kickoff Meetings
- Develop and organize field task efforts
- Develop project status reporting formats
- Develop formal communication channels
- Develop field task maps and data collection formats
- Develop format for preparing and submitting invoices
- Develop channels for communication of Action Items
- Prepare and submit a plan for security of project documents

Required from Others: Wastewater collection system map in electronic format.

Deliverables: Attendance of the appropriate personnel at the Project Kickoff Meeting and development of the items listed above for ENGINEER interface with the OWNER.

Compensation for this task shall be on a lump sum basis as shown in Table 1 – Compensation.

Task 2 – Smoke Testing

Smoke testing shall be completed on portions of the wastewater collection system (currently estimated to be ± 82,869 linear feet) within the area of the collection system as designated by the OWNER. A map of the area is attached to this proposal for the area identified to be smoke tested. Harmless smoke will be introduced into the sewer system using air blowers having a minimum rated capacity of 4,000 CFM. Smoke testing shall be conducted under dry weather conditions to allow the maximum detection of inflow and rainfall responsive infiltration sources. Notification of residences and businesses shall be made 24 hours prior to smoke testing via door hangers and verbal communication.

Digital photographs of every smoke leak found will be taken and GPS coordinates of the leak location collected and attached to the field forms.

Smoke testing data collected in the field will include:

- Upstream/downstream manhole number/Line ID
- Length of sewer line
- Ground cover over line segment
- GPS coordinates of smoke emission
- Degree of smoke observed
- Leak location relative to drainage paths/ponding areas
- Storm sewer crossings or cross connections
- Classifications of defects as:
  - Main line
  - Manhole
  - Public service line
  - Private service line

Assumptions*:* Based on available information, there are an estimated 82,869 LF of wastewater collection lines in the area to be tested. The field data for each smoke test shall be recorded in Microsoft Access format. ENGINEER will provide immediate notification of field conditions that could cause damage to persons or property. Any public meetings, if required for this project, should be conducted before the smoke testing operations begin.

Required from Others*:* The OWNER will provide assistance in locating and opening existing manholes, cleanouts, and access devices as required. The OWNER will provide access to all system appurtenances in the study area. The OWNER shall provide listings of persons to be notified on a daily basis of work locations during smoke testing.

Deliverables: Smoke testing services for approximately 82,869 LF of existing sanitary sewer mains of various sizes.

Compensation for this task shall be on a per unit basis as shown in Table 1 – Compensation.

Task 3 – Visual Inspection

This task consists of opening all designated manholes and mainline cleanouts in the study area (except those which could not be located or could not be opened), examining the interior of the structure for inflow and infiltration sources and inspecting each sewer line entering and leaving the structure. The visual inspection of the manhole/mainline cleanout is carried out by employing a pole mounted video camera, designed for sewer main inspections. Information gathered during this work is recorded on field forms.

The following data will be recorded for each manhole inspected:

- Manhole and Cleanout Data
  - Node identification number
  - Construction materials and conditions of cover, ring, risers, walls, steps, benches and inverts
  - Asset depth in feet
  - Number and size of holes in manhole cover
  - Identify infiltration sources
  - Evidence of leaks and location
  - Evidence of surcharging
  - Type and depth of debris
  - Special problems and conditions, such as sources of inflow, overflows, bypasses, assets located in natural ponding areas, etc.
  - Structural defects

- Line Segment Data
  - Diameter and material of pipe
  - Root growth
  - Depth of flow in inches
  - Type and depth of deposition in pipe
  - Visible inflow/infiltration sources
  - Structural conditions of pipe and joints
  - Special problems and conditions of pipe

A reasonable attempt (generally 20 minutes per crew per manhole) will be made to locate and open manholes assumed to be buried or hidden. If manholes either do not exist or are buried to the extent that they cannot be located by conventional methods, the manholes will be passed over and noted as “Unable to Locate” on the field forms. Manholes, which cannot be opened after a reasonable attempt, will be noted as “Unable to Open” on the field forms. Compensation for Unable to Locate and Unable to Open manholes will not be requested. Approximately 217 manholes and 59 cleanouts designated for inspection.

Compensation for this task shall be on a per unit basis as shown in Table 1 – Compensation.

Task 4 – Engineering Evaluation, Data Analysis, and Report

This task consists of engineering supervision of all field data collection operations, analysis of the collected data and presentation of the field data and analysis results as a Final Report, which shall include the following information. The City may, at its discretion, request that an Interim Report be presented for the purpose of review and comment. Comments from the Interim Report shall be incorporated into the Final Report.

a. Description of the type and nature of the problems found in the system. This information shall include the type of leak located, estimated leak rate, and estimated construction cost to repair the leak.

b. Database printout of recommended rehabilitation cost ranked by unit cost.

c. Database listing of all problems located, along with the digital photograph and video tape documentation of the defect. Database inventory of all inspected manholes and collection lines.

d. Recommendations for rehabilitation work grouped by major system component (main lines, service lines, and manholes). The recommendations will provide the information necessary for the rehabilitation work to be performed either by the City or by a Contractor.

e. ArcGIS project outlining the location of all located leaks, all inspected system components,

collection lines that were internally inspected, and location of all recommended system rehabilitation.

One original copy of the collected field data with photographs of smoke leaks and visual inspections of manholes, video tape recordings of internal television inspection of sewer lines, and project database will be provided to the City in both electronic and hardcopy formats, as appropriate.

Compensation for this task shall be on a lump sum basis as shown in Table 1 – Compensation.

2.0 INSURANCE

Prior to the commencement of any work, ENGINEER shall furnish the OWNER with certificates of insurance covering claims arising out of the performance of the Services and caused in whole or part by the errors, omissions, or negligent acts for which B&N is legally liable. Such certificates shall provide that the OWNER receives at least thirty (30) days prior written notice of any material change in, or the cancellation of such insurance.

- Workers' Compensation Insurance in accordance with applicable state requirements
- Errors and Omissions Insurance with limits not less than $1,000,000.00 combined single limit
- Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a minimum combined limit of $500,000.00 per occurrence for bodily injury and property damage.
- Engineer shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) covering the licensed professionals' errors and omissions.

3.0 COMPENSATION FOR SERVICES AND TERMS OF PAYMENT

The total price to cover all services described under the Scope of Work will be computed based on the unit prices shown in Table 1 and quantities of work completed as authorized by the OWNER including the lump sum tasks amounts being established by percent of completion. Quantities found in field investigation may vary and will be performed and charged by the unit price shown in Table 1 in an amount not to exceed the total proposal cost of $99,344.61 by 10%, unless authorized in writing by the OWNER. Invoices will be rendered monthly and are due within thirty (30) days of receipt. Table 1 delineates the unit price for each task.

Table 1 – Compensation

Task	Task Description	Unit	Estimated Quantities	Unit Price	Total Price
1	Preparatory Work, Project Organization & Mobilization	Lump Sum	1	$3,000.00	$3,000.00
2	Smoke Testing	Linear Foot	82,869	$0.69	$57,179.61
3	Manhole Visual Inspection	Each	217	$125.00	$27,125.00
4	Cleanout Visual Inspection	Each	59	$60.00	$3,540.00
5	Engineering Evaluation, Data Analysis and Report	Lump Sum	1	$8,500.00	$8,500.00
TOTAL					$99,344.61

4.0 **INFORMATION AND SERVICES TO BE PROVIDED BY THE CITY**

The OWNER shall provide the following information and services:

1. Mapping (ArcGIS format) and associated data representing the existing sewer system including lift stations, sewer lines, manholes, cleanouts, street right of ways, easements, and creeks and/or waterways within the Study Area.

2. Liaison with City officials to provide effective coordination and cooperation between the fire, police, utility departments and ENGINEER as necessary during execution of field work.

3. Access to manholes and cleanouts.

4. Assistance by City personnel, knowledgeable of manhole and cleanout locations, and in locating buried or hidden manholes or cleanouts.

5. Expose for entry, manholes that require excavation, cutting of pavement, and/or have lids fastened or frozen in place.

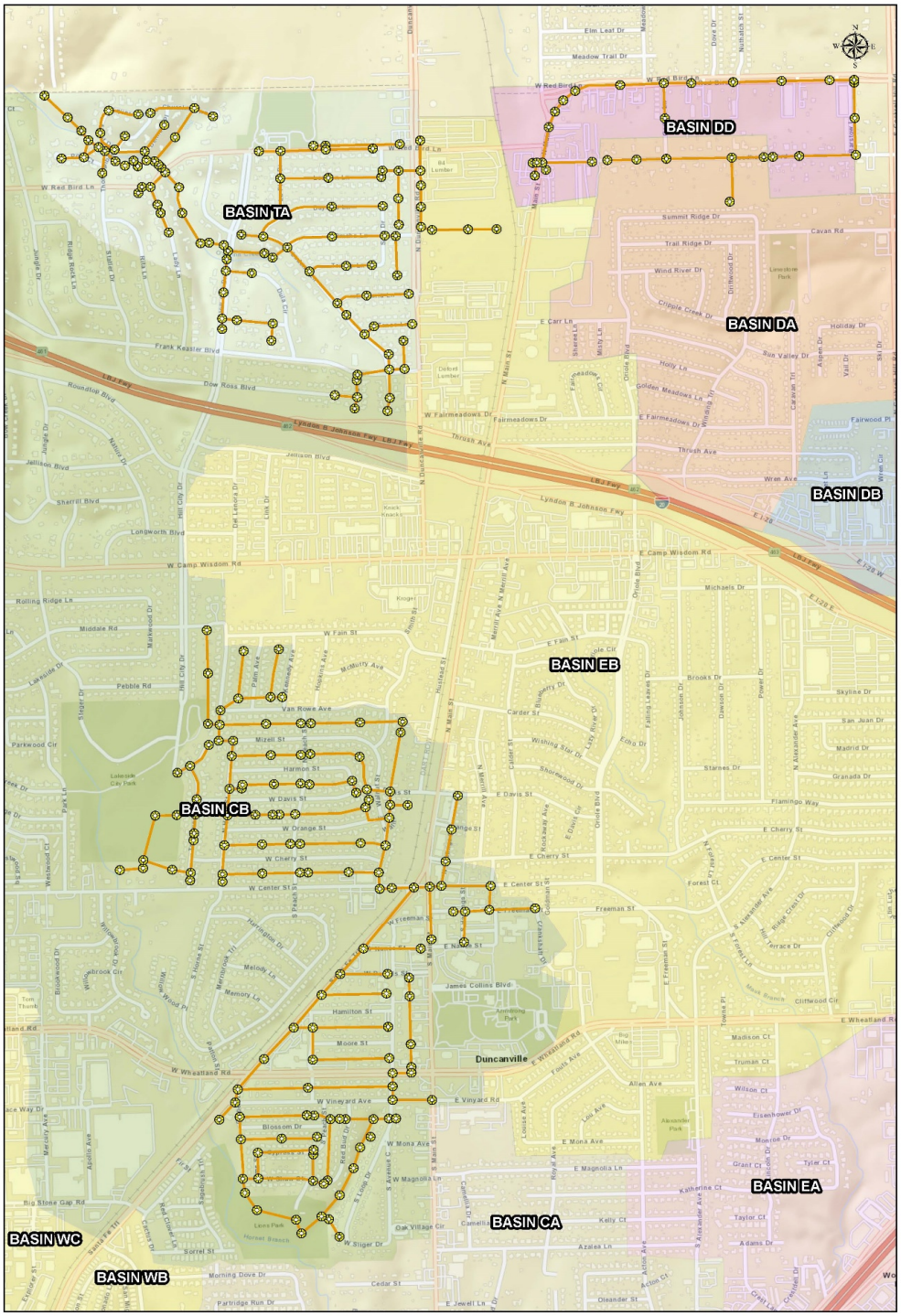
5.0 SCHEDULE

The work being performed under this project shall be completed in eight weeks (assuming favorable weather conditions).

6.0 NOTICE TO PROCEED

The completion of the proposed work shall be contingent upon receipt of Authorization to Proceed by the OWNER and a signed copy of this proposal.

BURGESS & NIPLE, INC.	**City of Duncanville**
Kellen Hurst	
Kellen Hurst, P.E. **Vice President – Austin District Director**	**Signature**
May 31, 2022 **Date**	**Title**
	Da



City of Duncanville, TX

SSES Basin DD, TA, and Portions of Basin DA, CB

Exhibit B

PROFESSIONAL SERVICES AGREEMENT
PSA-22-0030
SANITARY SEWER EVALUATION SURVEY
SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **Burgess & Niple, Inc.** hereinafter called "CONTRACTOR", and the **City of Duncanville, Texas**, hereinafter called "OWNER".

RECITALS

WHEREAS, OWNER desires CONTRACTOR to perform certain work and services set forth in Section 1, Scope of Services; and

WHEREAS, CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement; and

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, OWNER and CONTRACTOR agree as follows:

Section 1. Scope of Services
Upon issuance of a written Notice to Proceed by OWNER, CONTRACTOR agrees to provide to OWNER the necessary professional engineering services, as set forth in the Scope of Services attached hereto as Exhibit "A" and "B" and incorporated herein by reference ("the Scope of Services").

Section 2. Term of Agreement
The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONTRACTOR completes the services required herein to the satisfaction of OWNER as specified in Exhibit "A" and "B", unless sooner terminated as provided in Section 8, below.

Section 3. CONTRACTOR Obligations

A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should OWNER require additional services not included under this Agreement, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by OWNER; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Agreement, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by OWNER.

C. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

OWNER agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in Exhibit "A" and "B", attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to CONTRACTOR, by OWNER, shall be based on invoices submitted by CONTRACTOR for work performed monthly by OWNER, less any previous payments, Payments shall be made within 30 days of receipt of invoice by OWNER.

OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, CONTRACTOR has not made satisfactory progress on the design of this Project based on the Scope of Services and the Completion Schedule Estimate.

The Total CONTRACTOR Fee shall be as specified in Exhibit "A," and "B" which shall not exceed **NINETY-NINE THOUSAND THREE HUNDRED AND FORTY-FOUR DOLLARS AND SIXTY-ONE CENTS ($99,344.61).** OWNER may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to OWNER. In the event of any breach by CONTRACTOR of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of CONTRACTOR's performance of this Agreement, OWNER shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

Section 5. Responsibilities

A. CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.

B. Neither OWNER's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONTRACTOR shall be and remain liable to OWNER in accordance with applicable law for all damages to OWNER caused by CONTRACTOR's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of OWNER under this Agreement are as provided by law.

Section 6. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with OWNER's requirements. As time is of

the essence of this Agreement, such services shall be completed as provided in the attached Exhibit "A," and incorporated herein by reference, after written Notification to Proceed from OWNER to CONTRACTOR, exclusive of OWNER and other governmental review time.

B. In the event CONTRACTOR's performance of this Agreement is delayed or interfered with by acts of the OWNER or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon OWNER for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless OWNER and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by CONTRACTOR and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of OWNER. CONTRACTOR and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, OWNER shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all Project Documents, whether in draft form or final form, which are produced at OWNER's request and in furtherance of this Agreement. OWNER shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, OWNER consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by CONTRACTOR in connection with this Agreement are "works for hire" and shall be the property of OWNER. OWNER shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. CONTRACTOR shall, upon completion of the services and full payment for the CONTRACTOR'S services by the OWNER, or earlier termination and appropriate compensation as provided by this Agreement, provide OWNER with reproductions of all materials, reports, and exhibits prepared by ENGNIEER pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the OWNER.

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of OWNER. All instruments of service shall be professionally sealed as may be required by law or by OWNER.

C. Acceptance and approval of the Project Documents by OWNER shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its employees,

associates, agents and CONTRACTORs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by OWNER for any defect in the designs, working drawings and specifications, or other documents prepared by CONTRACTOR, its employees, contractor, agents and CONTRACTORs.

Section 8. Termination

A. OWNER may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to CONTRACTOR. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by OWNER to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to OWNER.

B. Should OWNER require a modification of this Agreement with CONTRACTOR, and in the event OWNER and CONTRACTOR fail to agree upon a modification to this Agreement, OWNER shall have the option of terminating this Agreement and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Agreement, for the services reasonably determined by OWNER to be properly performed by CONTRACTOR prior to such termination date.

Section 9. Insurance

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

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

C. CONTRACTOR shall also provide and maintain Professional Liability Insurance coverage to protect CONTRACTOR and OWNER from liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than One Million Dollars ($1,000,000.00).

D. A signed Certificate of Insurance, satisfactory to OWNER, showing compliance with the requirements of this Section 9 shall be furnished to OWNER before any services are performed under this Agreement, and shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Agreement under Section 10, hereof. Such Certificate of Insurance

shall provide for thirty (30) days written notice to OWNER prior to the cancellation or modification of any insurance referred to therein.

Section 10. Indemnification For Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify and hold harmless the OWNER, its officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractors, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the performance or failure of performance of any work or services called for by this Agreement, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONTRACTOR shall be obligated to indemnify OWNER as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

Section 11. Indemnification for Unemployment Compensation

CONTRACTOR agrees that it is an independent contractor and not an agent of the OWNER, and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve OWNER of any responsibility or liability from treating CONTRACTOR's employees as employees of OWNER for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold OWNER harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of CONTRACTOR.

Section 12. Indemnification for Performance

CONTRACTOR shall defend and indemnify OWNER against and hold OWNER and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by CONTRACTOR in performing this Agreement.

Section 13. Assignment

CONTRACTOR shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of OWNER.

Section 14. Applicable Laws

CONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 15. Default of CONTRACTOR
In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by OWNER to CONTRACTOR, OWNER may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by OWNER to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by OWNER at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event, of such termination, OWNER may proceed to complete the services in any manner deemed proper by OWNER, either by the use of its own forces or by re-subletting to others.

B. OWNER may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

Section 16. Adjustments in Services
No claims for extra services, additional services or changes in the services will be made by CONTRACTOR without a written agreement with OWNER prior to the performance of such services.

Section 17. Execution becomes Effective
This Agreement will be effective upon execution of the Agreement by and between CONTRACTOR and OWNER.

Section 18. Agreement Amendments
This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 19. Severability.
In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 20. Independent Contractor.
It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Agreement, is acting independently, and that the OWNER assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. CONTRACTOR shall

supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

Section 21. Notice.
Any notice required or permitted to be delivered hereunder may be sent by first class mail, email, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to OWNER:	City of Duncanville Attn: Omotayo Sokale, Chief Procurement Officer 203 E Wheatland Rd Duncanville, TX 75116 (972)-780-5058 omotayo.sokale@duncanville.com
If to CONTRACTOR:	Burgess & Niple, Inc. Attn: Kellen R. Hurst, P.E. 9601 Amberglen Blvd, Suite 275 Austin, TX 78729

Section 22. Counterparts.
This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 23. Exhibits.
The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 24. Survival of Obligations.
Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 25. Prohibition of Boycott of Israel.
By executing this agreement, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

Section 26. Business Prohibitions.
By executing this agreement, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the _____ day of _____, 20_____.

OWNER:	CONTRACTOR:
City of Duncanville, Texas	**Burgess & Niple, Inc.**
By: _____	By: Kellen Hurst
Title: City Manager	Title: 7/12/22

STAFF REPORT

MEETING: City Council - 02 Aug 2022

TITLE:
Consider a Resolution awarding a bid for the purchase of parts and repair services for Pierce fire engines through a cooperative purchasing agreement with Siddons-Martin Emergency Group in the expenditure amount not to exceed $250,000.00.

Vision Statement:

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

Pillar:

- **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:
Jacqueline R. Culton, PE, MBA, Interim Director of Public Works
Asa E. Low III, Equipment Services Superintendent

BACKGROUND/HISTORY:
The Equipment Services Division of the Public Works Department services and repairs vehicles and equipment owned by the City of Duncanville. Due to a small staff and lack of specialized training and equipment needed to repair fire engines, the City depends on the services of outside vendors to supplement the repairs of fire engines.

Each year, the Equipment Services Division of the Public Works Department budgets funds for contractual services to pay outside contractors for repairs.

On October 1, 2021, The Local Government Purchasing Cooperative (BuyBoard) entered into an agreement with Siddons-Martin Emergency Group for parts and repair services for Pierce fire engines. This contract extends through September 30, 2024.

POLICY EXPLANATION:
Parts and fire engine repair services are available from Siddons-Martin Emergency Group through BuyBoard Contract #651-21.

The City Council is requested to approve $30,000 for FY22 and, upon appropriation, the sum of $110,000 for FY23 and $110,000 for FY24.

FY22 - $30,000.00
FY23 - $110,000.00
FY24 - $110,000.00

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any State law requiring that the local government seek competitive bids for purchase of the item. BuyBoard contracts are competitively bid to increase and simplify the purchasing power of entities across the State of Texas. The Texas Local Government Code Chapters 271 and 791 allows government agencies to participate in these cooperative arrangements voluntarily.

FUNDING SOURCE:

ORG and Object Number
01066700-700450 and 01066700-700663

Available Budget	**Purchase Amount**	**After Encumber**
$30,000.00	$30,000.00	$0.00

ACTION ALTERNATIVES:

1. Approved funding in the amount of $30,000.00 for FY22 and based on appropriation funds for FY23 and FY24 to procure parts and fire engine repair services for Pierce engines from Siddons-Martin Emergency Group.
2. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Resolution No. - 2022-066 - Siddons-Martin Emergency Group Agreement with Exhibits

RESOLUTION NO. 2022-066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID FOR THE PURCHASE OF PARTS AND REPAIR SERVICES FOR PIERCE FIRE ENGINES THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH SIDDONS-MARTIN EMERGENCY GROUP, LLC IN THE EXPENDITURE AMOUNT NOT TO EXCEED $250,000.00 AS PROVIDED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN THROUGH BUYBOARD CONTRACT #651-21; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure parts and repair services for Pierce fire engines; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the Local Government Purchasing Cooperative (BuyBoard) for products and services; and

WHEREAS, BuyBoard has taken sealed bids for Fire Service Apparatus Vehicles, and a contract was awarded to Siddons-Martin Emergency Group; and

WHEREAS, this authorization will extend through September 30, 2024, with an estimated expenditure amount of $250,000.00; and

WHEREAS, the City of Duncanville estimates that its purchases through the contract term will exceed $50,000.00, and thus purchases through this contract require approval by the City Council; and

WHEREAS, the City Council of the City of Duncanville desires to award a bid and approve the procurement of parts and repair for city-owned Pierce fire engines from Siddons-Martin Emergency Group through BuyBoard Contract #651-21.

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

SECTION 1. The City Council of the City of Duncanville hereby awards a bid and approves the purchase of parts and repair services for Pierce fire engines from Siddons-Martin Emergency Group through BuyBoard Contract #651-21 in the expenditure amount not to exceed $250,000.00, as provided in Exhibit "A" which is attached hereto and incorporated herein.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager, or her designee, to execute the appropriate and necessary contracts, documents, and/or purchase orders.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 2nd day of August, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

Vendor Contract Information Summary

Vendor Name	Siddons-Martin Emergency Group, LLC
Contact	Jeffrey A. Doran
Phone Number	800-784-6806
Email	jdoran@siddons-martin.com
Website	www.siddons-martin.com
Federal ID	27-433590
Accepts RFQs	Yes
Address Line 1	1362 East Richey
Vendor City	Houston
Vendor Zip	77073
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Pre-paid and added to invoice
Ship Via	Driven
Is Designated Dealer	No
EDGAR Forms Received	Yes
Service-Disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
Is National	Yes
No Excluded Foreign Terrorist Orgs	Yes
No Israel Boycott Certificate	Yes
Is MWBE	No
Regions Served	All Texas Regions
States Served	All States
Contract Name	Fire Service Apparatus Vehicles
Contract #	651-21
Effective Date	10/01/2021
Expiration Date	09/30/2024
Service Fee Note	Vehicle purchase orders are subject to a $1500 service fee
Quote Reference Number	651-21
Additional Dealers	See Additional Dealers/Distributors for dealer list

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

July 29, 2021

Sent Via Email: jdoran@siddons-martin.com

Jeffrey A. Doran
Siddons-Martin Emergency Group, LLC
1362 East Richey Road
Houston, TX 77073

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 651-21, Fire Service Apparatus Vehicles

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of October 1, 2021 through September 30, 2022 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 651-21 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Endorsed by TASB TASA TML TEXAS

BuyBoard® National Purchasing Cooperative

Endorsed by NSBA National School Boards Association

July 29, 2021

Sent Via Email: jdoran@siddons-martin.com

Jeffrey A. Doran
Siddons-Martin Emergency Group, LLC
1362 East Richey Road
Houston, TX 77073

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 651-21, Fire Service Apparatus Vehicles

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of October 1, 2021 through September 30, 2022 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 651-21 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas, Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • buyboard.com

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PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) **are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.**

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Commercial Class "A" Pumpers and Tankers

1. **2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C** - 1250 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
2. **2-Dr. Cab, 35000# GVW, 350 HP Automatic, A/C** - 1500 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, Diesel 350 HP engine, heavy duty cooling, 270 amp alternator, Allison HD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
3. **2-Dr. Cab, 40000# GVW, 300 HP Automatic, A/C** - 1250 GPM Pump, 1500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, Diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2 door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

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4. **2-Dr. Cab, 54000# GVW, 350 HP Automatic, A/C** - 1500 GPM Pump, 2500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, rear Newton electric dump, NFPA 1901, all manufacturer's standard equipment, diesel 350 HP engine, heavy duty cooling, 270 amp alternator, Allison HD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
5. **2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C** - 1250 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
6. **4-Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C** -1250 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Section II: Custom Cab Class "A" Pumpers and Tankers

7. **Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C -** 1250 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
8. **Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
9. **Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C** - 1250 GPM Pump, 750 gallon poly tank, 200 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
10. **Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 750 gallon poly tank, 200 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
11. **Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C** - 1250 GPM Pump, 1500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
12. **Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 1500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
13. **Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C** - 1250 GPM Pump, 2500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
14. **Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 2500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
15. **Custom MFD tilt 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 3000 gallon elliptical tank, 60 cu. ft. compartment space, side mount pump panel, (2) side and (1) rear Newton electric dump, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

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Section III: Aerial Ladder and Aerial Platform Devices

16. **Custom MFD tilt, 4-Dr. Cab, 330 HP Automatic, A/C** - 1500 GPM Pump, 400 gallon poly tank, 150 cu. ft. compartment space, single axle body, 75' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
17. **Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 400 gallon poly tank, 150 cu. ft. compartment space, single axle body, 75' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
18. **Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
19. **Custom MFD tilt 4-Dr. Cab, 400 HP, Automatic, A/C** - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 85' to 95' aerial ladder platform rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
20. **Custom MFD tilt 4-Dr. Cab, 400 HP, Automatic, A/C** - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100'+ aerial ladder platform rear mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
21. **Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C** - 1500 GPM Pump, 200 gallon poly tank, maximum compartment space, tandem axle, 100'+ aerial platform articulating style, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
22. **Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 400 gallon poly tank, 150 cu. ft. compartment space, single axle body, 75' aerial ladder mid-mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
23. **Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C** - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100' aerial ladder mid-mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
24. **Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C** - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, single axle, 70-85' aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
25. **Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 85' to 95' aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
26. **Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100'+ aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

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Section IV: Rescue Vehicles, Non-Walk-In Style

27. **2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C** - Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
28. **4-Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C** - Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 4-door with individual air ride driver seat, SCBA high back officer seat, 3 SCBA high back crew seats with SCBA brackets west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
29. **Custom MFD tilt, 4-Dr. Cab, 330 HP, Automatic, A/C, Raised Roof** – Non-Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000-watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
30. **Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C, Raised Roof** - Non-Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000-watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
31. **2-Dr. Cab, 60" Cab to Axle, A/C** – Non-Walk-In 10' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 12,500# GVW, 250 HP diesel engine, heavy duty cooling, dual 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2 door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
32. **2-Dr. Cab, 84" Cab to Axle, A/C** – Non-Walk-In 12' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 12500# GVW, 250 HP diesel engine, heavy duty cooling, dual 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2-door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Section V: Rescue Vehicles, Walk-In Style

33. **2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C** - Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
34. **4-Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C** - Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 4-door with individual air ride driver seat, SCBA high back officer seat, 3 SCBA high back crew seats with SCBA brackets west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

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35. **Custom MFD tilt, 4-Dr. Cab, 330 HP Automatic, A/C, Raised Roof** - Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
36. **Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C, Raised Roof** - Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
37. **2-Dr. Cab, 84" cab to axle, A/C** - Walk-In 12' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 15,000# GVW, 250 HP diesel engine, heavy duty cooling, duel 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2-door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
38. **2-Dr. Cab, 170" cab to axle, A/C** - Walk-In 14' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 20,000# GVW, diesel 240 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, 170" cab to axle, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Section VI: Quick Attack and Brush Type Vehicles

39. **2-Dr. Cab, 4x2, 60" C/A, A/C, 15,000# GVW** - Aluminum body, maximum compartment space, 300-340 gallon poly tank, booster reel with hose, 26HP diesel powered pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
40. **2-Dr. Cab, 4x4, 60" C/A, A/C, 15,000# GVW** - Aluminum body, maximum compartment space, 300-340 gallon poly tank, booster reel with hose, 26HP diesel powered pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
41. **2-Dr. Cab, 4x4, 60" C/A, A/C, 15,000# GVW** - Aluminum Body, 500 gallon poly tank, booster reel with hose, 100 gpm pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
42. **2-Dr. Cab, 4x2, 17500# GVW, 275 HP Diesel** - Aluminum Body, 500 gallon poly tank, booster reel with hose, 100 gpm pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
43. **4-Dr. Cab, 4x4, 17500# GVW, 275 HP Diesel, Manual Transmission** - Aluminum Body, maximum compartment space, 250 gallon poly tank, 500 gpm PTO pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
44. **2-Dr. Cab, 4x4, 17500# GVW, 275 HP Diesel, Manual Transmission** - Aluminum body, maximum compartment space, 300 gallon poly tank, 500 gpm pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
45. **2-Dr. Cab, 4x2, 300 HP, Automatic, A/C** - Aluminum Body, maximum compartment space, 500 gallon poly tank, 50 gallon foam, booster reel with hose, 400 gpm diesel driven pump with FoamPro 2100 system or equal. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Section VII: OPTIONAL EQUIPMENT and PARTS- Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

46. Discount (%) off catalog/pricelist for **Original Equipment Manufacturer (OEM) Options.**
47. Discount (%) off catalog/pricelist for **Third Party (not OEM) and Unpublished Options and Equipment.**
48. Discount (%) off catalog/pricelist for **Original Equipment Manufacturer (OEM) Parts.**
49. Discount (%) off catalog/pricelist for **Extended Service Maintenance Agreements.**

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50. Discount (%) off catalog/pricelist for **Floor Plan Insurance and Lot Insurance** (dealer inventory fire service apparatus vehicle).
51. Discount (%) off catalog/pricelist for **Other Fire Apparatus Products and Services** (refurbishing, modification, uplifting, remounting services and equipment).

Section VIII: Delivery Fees and Labor Rate for Installation and Repair Service of Fire Service Apparatus Vehicles

52. **Hourly Labor Rate for Installation/Repair Service of Fire Apparatus Equipment and Products** - not to exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
53. **Per Mile Delivery Fee for Fire Apparatus** - state the per mile delivery fee for fire service apparatus vehicles.

651-21

Siddons-Martin Apparatus and Equipment Fire Apps

Supplier Response

Event Information

Number: 651-21
Title: Fire Service Apparatus Vehicles
Type: Request for Proposal
Issue Date: 3/19/2021
Deadline: 4/29/2021 04:00 PM (CT)
Notes:

The Local Government Purchasing Cooperative (BuyBoard)

Proposal Invitation No. 651-21
Fire Service Apparatus Vehicles
Proposal Due Date and Time: April 29, 2021 at 4:00 PM

Responding to this and future proposals online is easy with our **online submission system**.

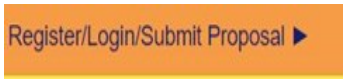
1. **View and download the forms.**

- **DO NOT log in to view and download the documents.**
- Visit vendor.buyboard.com and click on the “Current Proposal Invitations” button shown below to view and download the forms for this proposal.



2. **To submit completed proposal.**

- Visit vendor.buyboard.com and click "Register/Login/Submit Proposal" button shown
  below to submit your proposal online.



- For additional assistance click this link View our Proposal Submission Instructions.

New Vendor? Visit vendor.buyboard.com and click “Register/Login/Submit Proposal.” Click Register now as a new supplier/vendor, so you don’t miss future proposal opportunities.

Any Addenda issued with this proposal will also be placed on the website, and it will be the
vendor’s responsibility to obtain the information.

Siddons-Martin Apparatus and Equipment Fire Apps Information

Address: 14233 Interdrive West
Houston, TX 77032
Phone: (281) 442-6806
Fax: (281) 442-0850

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

Jeffrey A. Doran
Signature

jdoran@siddons-martin.com
Email

Submitted at 4/29/2021 11:38:11 AM

Requested Attachments

BuyBoard Proposal Invitation No. 651-21 for Fire Service Apparatus Vehicles — proposal-no-651-21 edit jad.pdf

REQUIRED - In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist — All options lists with pricing.pdf

REQUIRED - In PDF format, upload catalog/pricelist in proposal invitation instructions. File size must not exceed 100MB.(Please DO NOT password protect uploaded files.)

Company Profile — Siddons Sales and Service info.pdf

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Detailed Information and Exceptions Related to Discount and/or Hourly Labor Rate — Base Model Pricng Buy Board 651-21 2021-04-29 Final.pdf

In PDF format, define the services that are proposed to be provided and attach detailed information including exceptions to pricing or discount percentage, NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Manufacturer Authorization Letter(s) — Pierce Dealership Contacts 2021-04-28.pdf

REQUIRED - Upload Manufacturer Authorization Letter(s)in PDF format. Manufacturers responding to this proposal invitation, in lieu of an authorization letter, must submit a response on company letterhead explaining that the company is a manufacturer of products proposed. Dealers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

Dealer Certificate(s) and/or License(s) — Licenses.pdf

In PDF format, upload Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

IRS Form W-9 Request for Taxpayer Identification Number and Certification — SMEG 2021 W-9.pdf

REQUIRED - In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Response Attachments

Licenses.pdf

License

Base Model Pricng Buy Board 651-21 2021-04-29 Final.xlsx

Base in Excel

Option list for Buy Board 651-21 Final 2021-04-29.xlsx

Options in Excel

Bid Lines

1

Section I: Commercial Class "A" Pumpers and Tankers - 2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C - 1250 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $230,641.00 Total: $230,641.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes: **NOTE 1:** Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Freightliner

2

Section I: Commercial Class "A" Pumpers and Tankers - 2-Dr. Cab, 35000# GVW, 350 HP Automatic, A/C - 1500 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, Diesel 350 HP engine, heavy duty cooling, 270 amp alternator, Allison HD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $285,026.00 Total: $285,026.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Freightliner

3

Section I: Commercial Class "A" Pumpers and Tankers - **2-Dr. Cab, 40000# GVW, 300 HP Automatic, A/C** - 1250 GPM Pump, 1500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, Diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2 door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $311,149.00 Total: $311,149.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes: **NOTE 1:** Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Freightliner

4

Section I: Commercial Class "A" Pumpers and Tankers -2-Dr. Cab, 54000# GVW, 350 HP Automatic, A/C - 1500 GPM Pump, 2500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, rear Newton electric dump, NFPA 1901, all manufacturer's standard equipment, diesel 350 HP engine, heavy duty cooling, 270 amp alternator, Allison HD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $338,180.00 Total: $338,180.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS.. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Freightliner

5

Section I: Commercial Class "A" Pumpers and Tankers -2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C - 1250 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $287,631.00 Total: $287,631.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Freightliner

Alternate 1

Section I: Commercial Class "A" Pumpers and Tankers -2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C - 1250 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $268,780.00 Total: $268,780.00

Manufacturer: Skeeter

Manufacturer #: Skeeter

Item Attributes

1. State Brand of Chassis and Body

Freightliner

6

Section I: Commercial Class "A" Pumpers and Tankers - 4-Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C -1250 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $299,372.00 Total: $299,372.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) **are to be included** in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Freightliner

7

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C - 1250 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $485,861.00 Total: $485,861.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes: **NOTE 1:** Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Saber

8

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $548,895.00 Total: $548,895.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Enforcer

9

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C - 1250 GPM Pump, 750 gallon poly tank, 200 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $500,061.00 Total: $500,061.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Saber

10

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 750 gallon poly tank, 200 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $661,389.00 Total: $661,389.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Velocity

11

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C - 1250 GPM Pump, 1500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $524,607.00 Total: $524,607.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Saber

12

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 1500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $657,193.00 Total: $657,193.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Velocity

13

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C - 1250 GPM Pump, 2500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $630,935.00 Total: $630,935.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Enforcer

14

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 2500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $688,452.00 Total: $688,452.00

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Velocity

15

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom MFD tilt 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 3000 gallon elliptical tank, 60 cu. ft. compartment space, side mount pump panel, (2) side and (1) rear Newton electric dump, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $674,574.00 Total: $674,574.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Enforcer

16

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 330 HP Automatic, A/C - 1500 GPM Pump, 400 gallon poly tank, 150 cu. ft. compartment space, single axle body, 75' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $908,894.00 Total: $908,894.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Enforcer

17

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 400 gallon poly tank, 150 cu. ft. compartment space, single axle body, 75' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $958,981.00 Total: $958,981.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Enforcer

18

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 hHP Automatic, A/C - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $1,150,756.00 Total: $1,150,756.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Enforcer

19

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt 4-Dr. Cab, 400 HP, Automatic, A/C - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 85' to 95' aerial ladder platform rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $1,293,330.00 Total: $1,293,330.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes: **NOTE 1:** Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Velocity

20

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt 4-Dr. Cab, 400 HP, Automatic, A/C - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100'+ aerial ladder platform rear mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $1,364,537.00 Total: $1,364,537.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Velocity

21

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C - 1500 GPM Pump, 200 gallon poly tank, maximum compartment space, tandem axle, 100'+ aerial platform articulating style, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each ***No Bid***

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

No response

22

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 400 gallon poly tank, 150 cu. ft. compartment space, single axle body, 75' aerial ladder mid-mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each ***No Bid***

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

No response

23

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100' aerial ladder mid-mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $1,327,279.00 Total: $1,327,279.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Velocity

24

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, single axle, 70-85' aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each **No Bid**

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

No response

25

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 85' to 95' aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each ***No Bid***

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

No response

26

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100'+ aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $1,357,391.00 Total: $1,357,391.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Velocity

27

Section IV: Rescue Vehicles, Non-Walk-In Style- 2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C - Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $264,821.00 Total: $264,821.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Freightliner

28

Section IV: Rescue Vehicles, Non-Walk-In Style- 4-Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C - Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 4-door with individual air ride driver seat, SCBA high back officer seat, 3 SCBA high back crew seats with SCBA brackets west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $276,187.00 Total: $276,187.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Freightliner

29

<u>Section IV: Rescue Vehicles, Non-Walk-In Style</u>- Custom MFD tilt, 4-Dr. Cab, 330 HP, Automatic, A/C, Raised Roof – Non-Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000-watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $567,790.00 Total: $567,790.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

<u>NOTE 1</u>: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

<u>NOTE 2</u>: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

<u>NOTE 3</u>: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Enforcer

30

Section IV: Rescue Vehicles, Non-Walk-In Style- Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C, Raised Roof - Non-Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000-watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $665,237.00 Total: $665,237.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Velocity

31

Section IV: Rescue Vehicles, Non-Walk-In Style- 2-Dr. Cab, 60" cab to axle, A/C – Non-Walk-In 10' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 12,500# GVW, 250 HP diesel engine, heavy duty cooling, dual 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2 door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $176,304.00 Total: $176,304.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Ford

32

Section IV: Rescue Vehicles, Non-Walk-In Style- 2-Dr. Cab, 60" cab to axle, A/C – Non-Walk-In 10' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 12,500# GVW, 250 HP diesel engine, heavy duty cooling, dual 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2 door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $182,573.00 Total: $182,573.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Ford

Alternate 1

Section IV: Rescue Vehicles, Non-Walk-In Style- 2-Dr. Cab, 60" cab to axle, A/C – Non-Walk-In 10' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 12,500# GVW, 250 HP diesel engine, heavy duty cooling, dual 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2 door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $148,667.00 Total: $148,667.00

Manufacturer: Skeeter

Manufacturer #: Skeeter

Item Attributes

1. State Brand of Chassis and Body

Ford

33

Section V: Rescue Vehicles, Walk-In Style- 2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C - Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each ***No Bid***

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

No response

34

Section V: Rescue Vehicles, Walk-In Style- 4-Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C - Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 4-door with individual air ride driver seat, SCBA high back officer seat, 3 SCBA high back crew seats with SCBA brackets west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each **No Bid**

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

No response

35

Section V: Rescue Vehicles, Walk-In Style- Custom MFD tilt, 4-Dr. Cab, 330 HP Automatic, A/C, Raised Roof - Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $575,007.00 Total: $575,007.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Enforcer

36

Section V: Rescue Vehicles, Walk-In Style- Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C, Raised Roof - Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $722,770.00 Total: $722,770.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Velocity

37

Section V: Rescue Vehicles, Walk-In Style- 2-Dr. Cab, 84" cab to axle, A/C - Walk-In 12' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 15,000# GVW, 250 HP diesel engine, heavy duty cooling, duel 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2-door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each **No Bid**

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

No response

38

Section V: Rescue Vehicles, Walk-In Style- 2-Dr. Cab, 170" cab to axle, A/C - Walk-In 14' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 20,000# GVW, diesel 240 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, 170" cab to axle, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each **No Bid**

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

No response

39

Section VI: Quick Attack and Brush Type Vehicles- 2-Dr. Cab, 4x2, 60" C/A, A/C, 15,000# GVW - Aluminum body, maximum compartment space, 300-340 gallon poly tank, booster reel with hose, 26HP diesel powered pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

No response

40

Section VI: Quick Attack and Brush Type Vehicles- 2-Dr. Cab, 4x4, 60" C/A, A/C, 15,000# GVW - Aluminum body, maximum compartment space, 300-340 gallon poly tank, booster reel with hose, 26HP diesel powered pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each ***No Bid***

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

No response

Alternate 1

Section VI: Quick Attack and Brush Type Vehicles- 2-Dr. Cab, 4x4, 60" C/A, A/C, 15,000# GVW - Aluminum body, maximum compartment space, 300-340 gallon poly tank, booster reel with hose, 26HP diesel powered pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $122,555.00 Total: $122,555.00

Manufacturer: Skeeter

Manufacturer #: Skeeter

Item Attributes

1. State Brand of Chassis and Body

Ford

4
1

Section VI: Quick Attack and Brush Type Vehicles- 2-Dr. Cab, 4x4, 60" C/A, A/C, 15,000# GVW - Aluminum Body, 500 gallon poly tank, booster reel with hose, 100 gpm pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $235,200.00 Total: $235,200.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Ford

Alternate 1

Section VI: Quick Attack and Brush Type Vehicles- 2-Dr. Cab, 4x4, 60" C/A, A/C, 15,000# GVW - Aluminum Body, 500 gallon poly tank, booster reel with hose, 100 gpm pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $114,450.00 Total: $114,450.00

Manufacturer: Skeeter

Manufacturer #: Skeeter

Item Attributes

1. State Brand of Chassis and Body

Ford

42

Section VI: Quick Attack and Brush Type Vehicles- 2-Dr. Cab, 4x2, 17500# GVW, 275 HP Diesel - Aluminum Body, 500 gallon poly tank, booster reel with hose, 100 gpm pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

No response

43

Section VI: Quick Attack and Brush Type Vehicles- 4-Dr. Cab, 4x4, 17500# GVW, 275 HP Diesel, Manual Transmission - Aluminum Body, maximum compartment space, 250 gallon poly tank, 500 gpm PTO pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: $237,043.00 Total: $237,043.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Ford

44

Section VI: Quick Attack and Brush Type Vehicles- 2-Dr. Cab, 4x4, 17500# GVW, 275 HP Diesel, Manual Transmission - Aluminum body, maximum compartment space, 300 gallon poly tank, 500 gpm pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each **No Bid**

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

No response

45

Section VI: Quick Attack and Brush Type Vehicles- 2-Dr. Cab, 4x2, 300 HP, Automatic, A/C - Aluminum Body, maximum compartment space, 500 gallon poly tank, 50 gallon foam, booster reel with hose, 400 gpm diesel driven pump with Foam Pro 2100 system or equal. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each ***No Bid***

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

No response

46

Section VII: OPTIONAL EQUIPMENT and PARTS- Discount (%) off catalog/pricelist for **Original Equipment Manufacturer (OEM) Options.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

0% off list

47

Section VII: OPTIONAL EQUIPMENT and PARTS- Discount (%) off catalog/pricelist for **Third Party (not OEM) and Unpublished Options and Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes:

Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

All vendor

48

Section VII: OPTIONAL EQUIPMENT and PARTS- Discount (%) off catalog/pricelist for **Original Equipment Manufacturer (OEM) Parts**. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes:

Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

OEM

49

Section VII: OPTIONAL EQUIPMENT and PARTS- Discount (%) off catalog/pricelist for **Extended Service Maintenance Agreements.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes:

Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

0 off list

50

Section VII: OPTIONAL EQUIPMENT and PARTS- Discount (%) off catalog/pricelist for **Floor Plan Insurance and Lot Insurance** (dealer inventory fire service apparatus vehicle). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

5 off list

Exhibit B1

PIERCE MANUFACTURING INC.

AN OSHKOSH CORPORATION COMPANY • ISO 9001 CERTIFIED

2600 AMERICAN DRIVE
POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000 • FAX 920-832-3208
www.piercemfg.com

December 17, 2021

Siddons-Martin Emergency Group, LLC
Pat Siddons and Leon Martin Jr.
1362 East Richey Road
Houston, TX 77073

Dear Mr. Siddons and Mr. Martin:

As the licensed dealer in Louisiana, Nevada, New Mexico, Texas and Utah for Pierce Manufacturing Inc. on both H-GAC Contract Bid FS12-19, and Buy Board Contract 651-21, this letter is to inform you of the 2022 price increases of approximately *5% plus a materials cost increase of approximately 2%* on all Pierce products effective January 1, 2022. The materials cost may be decreased based on market fluctuation in the future. Commercial chassis pricing recently received a significant increase with some chassis manufacturers requiring a per use quote based on market.

The decision to implement a price increase across all products is never a decision that comes without careful consideration based on multiple factors. This increase is driven by the drastic cost escalation that we are experiencing, particularly on commodity costs, permanent cost increases on component costs and the increasing cost of labor. Costs on most commodities have surged and component manufacturers continue to pass along significant permanent price increases not only related to higher commodity costs, but also due to the increased cost of labor, logistics and overhead. Pierce is also incurring higher than normal increases to the cost of labor in the current hyper-competitive labor market.

If you have questions relative to this information, please contact me at (920) 832-3000.

Respectfully,

Michael DuFrane
Vice President, Sales
Pierce Manufacturing Inc.

Exhibit B2

December 27, 2021

Buy Board
Ms. Connie Burkett
12007 Research Blvd.
Austin, TX. 78759

2022 Pierce Price Commodity Increase

As the licensed franchise dealer for Pierce Manufacturing, please accept this letter as a formal request to implement a 5% price increase along with a 2% materials cost increase on all products on 651-21 effective January 1, 2022.

This request is related to an increase in raw materials, labor, logistics, and overhead as well component vendor products price increases due to the commodity cost increase. Build times are currently 14-20 months depending on the product due to the component supply delivery extensions. This is an increase over normal delivery times of 9-16 months all due to parts and material availability which impact pricing. Commercial Chassis pricing has also increased, requiring a per use quote from the suppliers.

Thank you for your consideration and action on this request and we do apologize for the urgent request.

Please contact me at 1-800-784-6806 or 281-543-7031 if you have any questions or need further information.

Sincerely

Jeffrey A. Doran

Jeffrey A. Doran
Director - Order Management

STAFF REPORT

MEETING: City Council - 02 Aug 2022

TITLE:
Consider a Resolution for an offer of a Hotel Occupancy Tax Grant for the FY 22-23 budget in the amount not to exceed $32,000 to the Duncanville Community Theatre.

Vision Statement:

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

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
  - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Agustin 'Gus' Garcia, Managing Director of Development Services

BACKGROUND/HISTORY:
The City's Hotel Motel Tax revenues are generated from a seven percent tax paid by guests who rent a hotel room within Duncanville. This local tax is authorized by the State of Texas therefore, the expenditures of these funds are restricted and must be used according to state law. There is a two-part test for every expenditure of local hotel occupancy tax.
Criteria #1: First, every expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry. Under the Tax Code, every event, program, or facility funded with hotel occupancy tax revenues must likely do two things: 1) directly promote tourism; and 2) directly promote the convention and hotel industry. "Tourism" is defined under Texas law as guiding or managing individuals who are traveling to a different, city, county, state, or country. A "direct" promotion of the convention and hotel industry has been consistently interpreted by the Texas Attorney General as a program, event, or facility likely to cause increased hotel or convention activity.

This activity may result from hotel or convention guests that are already in town and choose to attend the hotel tax funded facility or arts or historical event, or it may result from individuals who come from another city or county to stay in an area lodging property at least in part to attend the hotel tax funded event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and the hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it. Entities applying for hotel occupancy tax revenue funding should indicate how they will market the event to

attract tourists and hotel guests. If an entity does not adequately market its events to tourists and hotel guests, it is difficult to produce an event or facility that will effectively promote tourism and hotel activity indicate how they will market the event to attract tourists and hotel guests. If an entity does not adequately market its events to tourists and hotel guests, it is difficult to produce an event or facility that will effectively promote tourism and hotel activity.

Criteria #2: Every expenditure of the hotel occupancy tax must clearly fit into one of nine statutorily provided categories for expenditure of local hotel occupancy tax revenues.

The nine categories for expenditure of the hotel occupancy tax are as follows:
1-) Funding the establishment, improvement, or maintenance of a convention center visitor information center.
2-) Paying administrative costs for facilitating registration.
3-) advertising, solicitations, and promotions that attract tourists delegates to city its vicinity.
4-) Expenditures promote arts.
Under § 351.103(c), with population under 125,000 may expend up 15% hotel occupancy tax revenue collected art-related programs also tourism local activity. Specifically, it allows funding encouragement, promotion, application arts including instrumental vocal music, dance, drama, folk art, creative writing, architecture, design allied fields, painting, sculpture, photography, graphic craft arts, motion pictures, radio, television, tape sound recording, other presentation, performance, execution exhibition these major art forms.

However, if not enough facility or event promotes the arts; Texas law requires that the arts related expenditure also directly promote tourism and the hotel and convention industry.

Section 351.101(a) of the Tax Code specifically states that “the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry.” The Texas Attorney General reaffirmed this standard when it held in Opinion GA-0124: “Under section 351.101 of the Tax Code, a municipality may expend its municipal hotel occupancy tax revenue only to promote tourism and the convention and hotel industry, and only for the specific uses listed in the statute.” In order to comply with the hotel occupancy tax statute, THLA and TFA agree that to be eligible for municipal arts funding with HOT revenues, recipients must satisfy the following requirements: The recipient presents, performs, promotes, encourages or otherwise makes possible, artistic events, cultural performances, programs, exhibitions or lectures involving the major art forms listed in the statute, or “other arts related to the presentation, performance, execution and exhibition of these major art forms.” The hotel occupancy tax funded programs and events are advertised and open to the general public. The recipient directly enhances and promotes tourism and the convention and hotel industry.

Criteria Examples:
•Recipient books hotel rooms for visiting artists and offers hotel related information to attendees of the organization’s hotel occupancy tax funded events.
•The recipient promotes or markets its events outside of the local area through standard media promotion or advertising, websites, mailing lists, local, regional and national listings in publications and calendars and use of social media and where appropriate includes a link to information about area hotels.
•The recipient, either through audience or attendee questionnaires, polling, or hotel block booking codes, demonstrates that hotel guests, tourists, convention attendees or other out-of-town visitors have attended its hotel tax funded events.
•Funding historical restoration or preservation programs.
5-) Funding historical restoration or preservation programs.

6-) Funding certain expenses, including promotional directly related to a sporting event within counties with population of fewer than 1 million.
7-) the enhancement or upgrading existing sports facilities fields for municipalities.
8-) transportation systems tourists.
9-) Signage directing tourists sights and attractions that are visited frequently by hotel guests in municipality.

POLICY EXPLANATION:
The City Council has approval over the expenditure of Hotel Occupancy Tax (HOT) Funds. Based on City Council's prior direction, all Hotel Motel Tax Grants are paid on a reimbursement basis for approved expenditures.

The applicant's funding history is listed below.
FY19-20: $30,000 HOT Funds Approved
FY20-21: $26,000 HOT Funds Approved
FY21-22: $32,000 HOT Funds Approved

FUNDING SOURCE:

ORG and Object Number
10011000/700450

Available Budget	**Purchase Amount**	**After Encumber**
$274,038.80	$32,000	$242,038.80

ACTION ALTERNATIVES:
1. Approved funding in the amount of $32,000 for an offer of a Hotel Occupancy Tax Grant for the FY22-23 Budget for the Duncanville Community Theatre.
2. Do not provide funding.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - FY23 HOT Grant Application-DCT
Attachment 2 - Resolution No. - 2022-062 - HOT Grant FY23 Funding- DCT

Duncanville Community Theatre

HOTEL OCCUPANCY TAX
Grant Application

July 13, 2022

Prepared by: Amy Jackson, DCT Executive Director

Daytime Contact Number: 972-223-8899
Cell Number: 214-683-3756

Duncanville
City of Champions

Hotel Occupancy Funding Application

Date: July 13, 2022

Organization Information

Name of Organization: Duncanville Community Theatre

Address: 106 S. Main Street

City, State, Zip: Duncanville, TX 75116

Contact Name: Amy Jackson Contact Phone Number: DCT: 972-780-5707 Cell: 214-683-3756

Web Site Address for Event or Sponsoring Entity: www.dctheatre.org

Non-Profit or For-Profit Status: Non-Profit Tax ID #: 75-2257980

Entity's Creation Date: June 1988

Purpose of your organization: DCT is committed to providing quality live theatrical performances with extensive audience appeal featuring amateur performers and technicians directed by experienced and seasoned theatre professionals

Event Information

Name of Event or Project: 2022-23 Season (Partial) through beginning of 2023-24 Season

Date of Event or Project: On-going Performances & Operations 10.1.22-9.30.23

Primary Location of Event or Project: 106 S. Main Street, Duncanville

Amount Requested: $ 32,000.00

How will the funds be used? Marketing brochures, magazine ads, Chamber Visitor Center ads, facebook posts and boosts, email marketing, freeway signage & other promotion as needed. 2. Production Expenses including scenery, props, lighting, scripts, costumes, sound, royalties, director honorariums, etc. 3. Facility costs including utilities, routine maintenance, building repairs as needed and custodial expenses.

Primary Purpose of Funded Activity/Facility:

Offer live theatrical performances which will attract a variety of visitors to Duncanville, many of whom will travel to DCT from areas outside of Duncanville city limits. These visitors will typically also purchase meals, gasoline, and some hotel rooms while visiting DCT. At the same time, we will also provide quality entertainment to local patrons.

Percentage of Hotel Tax Support of Related Costs

51% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

54% Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities_____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☐ **b) Registration of Convention Delegates**: furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☒ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: $ $32,000

In detail, describe how the funds will be used and include appropriate documentation.

1. Promotion & Advertising including full-color brochures for mail-outs, hotel lobby displays, & Duncanville Visitors Center; freeway signage, magazine ads, facebook boosts, etc.
2. Production expenses, including scenery, props, lighting, scripts, costumes, sound, royalties, printing, video projection, director honorariums, etc.
3. Facility costs, including utilities, routine maintenance, building repairs as needed, insurance, and custodial expenses.

☐ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums**. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

☐ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city**. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality**. Amount requested under this category: $_____

What tourist attractions will be the subject of the signs?

_____

_____

_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 34
2. Expected Attendance: 2500 from 10.1.22-9.30-23
3. How many people attending the Event or Project will use Duncanville hotels? est. 20 (10 rooms)
4. Number of rooms rented for your event: N/A
5. Did you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? Hotel rooms used for DCT events are booked directly by individual patrons and performers and not via a block; however we do offer a 50% ticket discount to Duncanville hotel guests
6. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
2019/20	30,000.00	2
2020/21	30,000.00	1*
2021/22	32,000.00	3

*Please Note: During the snowstorm in February of 2021, one of our patrons stayed at the Duncanville LaQuinta for 14 days upon our request – was originally booked in a Grand Prairie hotel. LaQuinta manager gave a courtesy lower rate so that the hotel use stayed local. This would not have happened without DCT intervention

* **Documentation must be included from each Duncanville hotel that supported the number of rooms used for all years.**

An actor stayed at the Hilton Garden Inn 2 nights during the February 2022 production to avoid driving home to North Dallas during the snow/ice storm. DCT does not have a copy of his personal receipt. Also, please note that the low room count 2019-2021 is due to necessary government mandated performance cancellations and group size restrictions starting in March

7. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? informal box office conversations with audience patrons; direct information/receipts from cast & crew members; follow-up discussions with hotels; auction item sales information from Chamber, Lions Club, DISD Foundation, etc.

8. Please list other organization, government entities, and grants that have offered financial support to your project: Duncanville Rotary Club: $500; Duncanville Women's Club: $500 along with 35-40 attendees to each production; Chamber of Commerce offers complementary LED sign advertising in exchange for use of theatre resources

9. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   Tickets are sold to all performances; Thursday-Saturday tickets $15. Sunday matinee tickets are $14. All ticket pricing is subject to change per DCT Board direction. All Proceeds are deposited into DCT general operating funds for operations use as needed

10. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper/Magazine:	$ 2,300.00
Radio:	$
TV:	$
Other Paid Advertising:	$ 4,017.00

Constant Contact Email:	$459.00
Website Domain:	208.00
Chamber Advertising:	300.00
Facebook Blasts:	50.00
Billboard:	1,200.00
Postage:	600.00
Printing:	1,200.00

   Number of Press Releases/Media Alerts sent to the Media: 8
   Number of Direct Mailings to out-of-town recipients: 7 mailings; approx, 100 per mailing
   Other Promotions: Provide complementary ticket gift certificates to numerous civic organizations throughout the DFW Metroplex, many outside of the "Best Southwest" area

11. Will you include a link to the City/CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? yes

12. Will you negotiate a special rate or hotel/event package to attract overnight stays?
    Yes, when applicable

13. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

1. Encourage additional TripAdvisor and Facebook posts

2. Partner with hotels to create Theatre/Hotel specials and advertise this on the website, facebook & emails

3. Make additional on-line posts encouraging out-of-town patrons to book Duncanville hotel stays

14. What geographic areas does your advertising and promotion reach? Primarily central Texas; however, also all across the nation and internationally via Facebook and website traffic

15. How many individuals will your proposed marketing reach that are in another city or county? estimate 400+

16. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

    Expected Attendance Monthly/Annually: 2500 Estimated Annually

    Percentage of those in attendance that are staying at area hotels/lodging facilities: est. 2-5%

Please Submit To: Agustin Garcia, Director of Economic Development

Mail To:
P.O. Box 380280
Duncanville, TX 75138-0280

Drop Off:
Economic Development
203 E. Wheatland Rd.
Duncanville, TX 75116

For questions, please call 972.780.4997.

Duncanville
City of Champions

Duncanville Community Theatre

Advertising & Marketing Plan

1. Advertising & Marketing Plan Details
2. 2022-2023 Season Bill - Complete
3. 2022-2023 Season Bill – Rack Cards
4. Website Screen Shots; 7.12.2022
5. 2022-2023 Budget

Duncanville Community Theatre

HOT FUNDS 10.1.22-9.30.23
ADVERTISING & MARKETING PLAN

I. PRINT & SIGNAGE

A. USPS mailing list of approximately 220+ with 100 outside Duncanville
   1. One main mailing in Summer 2022 with planned season events and performances along with patron membership information
   2. Minimum of one postcard mailing per production

B. Now Magazines
   1. Large general promotional ad in Summer 2022
   2. Small ad for each production (6 total) in Southwest NOW
   3. Small ad for some productions as appropriate in Midlothian & N. Ellis Co. NOW
   4. Congratulatory school ads showing DCT logo

C. Focus Daily News
   1. Story with photo for each production
   2. Share story on DCT Facebook page with link to article

C. 12' x 24' Billboard on I-35E south-bound service road

D. Duncanville Chamber of Commerce LED Sign

E. Press releases with performance information sent to various entities

II. INTERNET/ON-LINE MARKETING

A. *Constant Contact* email program with 840+ subscribers
   1. One main email in Summer 2022 with entire season information
   2. Minimum of two emails per production & special events
   3. Various other emails throughout season as appropriate

B. DCT website: www.dctheatre.org
   1. Homepage featuring current show & ticketing information
   2. Menu Item for production currently showing; provide QR code in lobby with link for patrons to access during show (replaces paper playbills)
   2. "Directions" link with map
   3. "Plan a Visit to DCT" page with links to all Duncanville hotels and listing of Duncanville restaurants
   4. Provide links to City of Duncanville, Duncanville ISD, and Duncanville Chamber of Commerce

C. Facebook
   1. Maintain active Facebook page with numerous posts per show

2. "Like" various Duncanville activities, generating interest in local activities
3. Minimum of six paid "Blasts" per year to promote DCT and Duncanville

D. Submit Information/Listings to Various News and Tourism Sites
   1. GuideLive
   2. VisitDallas.com
   3. Dallas Observer
   4. FocusDailyNews.com

E. Membership in Theatre Network of Texas
   1. Listing on TNT Marquee on www.texastheatres.org website
   2. TNT Marquee emails for each production (opening & closing weekends)

F. Other Website Listings
   1. Membership listing in American Association of Community Theatres
   2. Production Listings on play publisher websites
      a. Dramatic Publishing Company (www.dramaticpublishing.com)
      b. Broadway Licensing (www.broadway licensing.com)
      c. Concord Theatricals (www.concordtheatricals.com)

G. Google listing maintained with reviews

H. Trip Advisor listing and reviews

III. HOTEL/MOTEL SPECIFIC MARKETING

A. 50% discount to guests in Duncanville hotels

B. Advertise in Duncanville Visitor's Guide – "Community Profile and Map"

C. Provide tickets to be paired with dinner and a hotel stay
   1. Chamber of Commerce Auction
   2. Lion's Club Fundraiser
   3. Duncanville Education Foundation Auction
   4. Duncanville Women's Club Auction

D. Provide links to all Duncanville hotels/motels on DCT website

E. Distribute Duncanville hotel/motel information to DCT cast and crew

F. 12' x 24' Billboard on I-35E south-bound service road
   1. "Book a Stay and See a Play"
   2. Directions to DCT from I-35E in DeSoto

IV. MISCELLANEOUS MARKETING ACTIVITIES

A. Chamber of Commerce involvement:
   1. Exhibit at *Flavor of Duncanville*
   2. Sponsor Chamber Luncheons and other activities
   3. Present special programs for Rotary, Lion's Club, etc.

B. Loan props, costumes, & equipment to Churches & Civic Groups

2022 35th Anniversary Season 2023

Duncanville Community Theatre

www.dctheatre.org

972.780.5707

100 YEARS OF BROADWAY

August 11-14 & 18-20

Medley arranged by MAC HUFF
Directed by Elisa Guse

Celebrate the history and magic of a century of Broadway in this marvelous and entertaining medley of musical theater classics. Delightful and enthralling all-time show-stopper favorites promise to leave audiences humming long after curtain call ends!

NIGHT MUST FALL

September 29-October 2 & 6-8

by Emlyn Williams
Directed by Kevin Paris

Equal parts sinister and captivating, this classic thriller delivers a chilling evening of suspense as detectives search for a brutal killer. So many unanswered questions...who is the murderer, who is the next victim, and what is in that hat box?

Dancing Lessons

November 10-13 & 17-19

by Mark St. Germain
Directed by Heather Winkelman

A young man with Asperger's syndrome seeking just enough dancing expertise to survive an awards dinner hires an injured Broadway dancer for the task. Funny, heartwarming and touching lessons are shared and learned as the relationship unfolds in this beautiful story. This play contains adult content and is intended for mature audiences only.

Barefoot in the Park

February 2-5 & 9-11

by Neil Simon
Directed by Amy Jackson

Newlyweds Corie and Paul epitomize the saying "opposites attract" in this well-known comedy favorite. Apartment woes, a surprise visit from Corie's mom and a questionable upstairs neighbor spell nightmare for Paul and exciting adventure for his new bride.

SPREADING IT AROUND

March 23-26 & 30-April 1

by Londos D'Arrigo
Directed by Brianna Roberts

A wealthy widow living in an up-scale retirement community grows weary of handing out money to her unappreciative children and starts a fund to give to those truly in need. Hilarity ensues as her greedy son devises an ill-fated plan to have her committed.

'Til Beth Do Us Part

May 11-14 & 18-20

by Jessie Jones, Nicholas Hope, Jamie Wooten
Directed by Joe Skrivanek

Career-driven Suzanne hires an equally driven assistant, Beth, to ease her work-load and help her household run more efficiently. However, efficiency becomes hysterical chaos as Beth connives to ruin Suzanne's career and marriage to get what she really wants.

(All information is tentative and subject to change)

Thurs-Sat: 8 p.m. Tickets: $15 ★ Sun: 3 p.m. Tickets: $14

Reservations Recommended; DCT is located at 106 S. Main, Duncanville, TX

Great theatre for the "Best Southwest" since 1988!

35th Anniversary Season

Duncanville Community Theatre



100 YEARS OF BROADWAY
August 11-14 & 18-20
Medley Arranged by MAC HUFF
Directed by Elisa Guse

NIGHT MUST FALL
September 29-October 2 & 6-8
by Emlyn Williams
Directed by Kevin Paris

Dancing Lessons
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Directed by Joe Skrivanek

(all information is tentative & subject to change)

☆ ——— ☆

Thurs-Sat: 8 p.m.; $15 Sun: 3 p.m.; $14

Reservations Recommended

DCT is located at 106 S. Main, Duncanville, TX 75116

972-780-5707 www.dctheatre.org

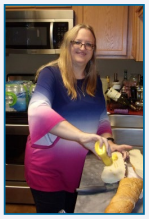
☆ ——— ☆

Great theatre for the "Best Southwest" since 1988!



















PLAY A ROLE AT DCT!
ON STAGE ☆ OFF STAGE
☆ AUDIENCE ☆
THERE IS A PLACE FOR YOU!







Current DCT Website Screen Shots

www.dctheatre.org

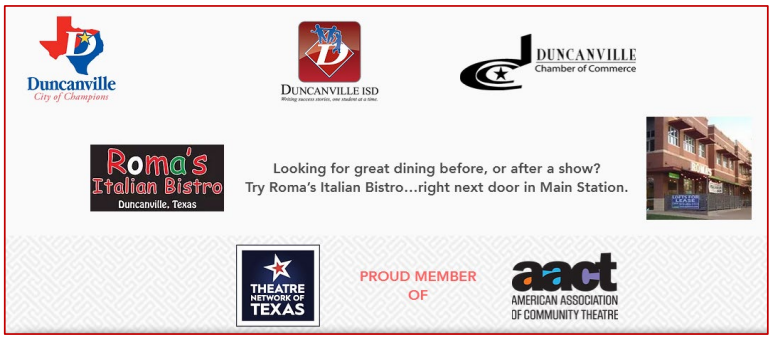
"Home" Screen Shot



"Current Season" Screen Shot



Home Page Links Screen Shot



Map/Directions Screen Shot



"Plan A Visit" Screen Shot





Duncanville Community Theatre
Budget:
for the period of 06/01/2022 to 05/31/2023

Account Number	Account Name	2021-2022 Actual	2022-2023 Budget
Income			
Donations			
4200	Donations & Membership	$37,211.40	$26,200.00
4300	Fundraising	$0.00	$6,500.00
4320	Memorial Donations	$5,200.00	$1,200.00
Total Donations		$42,411.40	$33,900.00
Other Income			
4100	Concessions	$0.00	$100.00
4350	HOT Funds Disbursement	$35,981.38 *	$32,000.00
4360	Workshop Revenue Ticket	$1,233.00	$700.00
4400	Sales	$21,414.00	$23,000.00
8200	Interest Income	$453.41	$500.00
Total Other Income		$59,081.79	$56,300.00
Total Income		$101,493.19	$90,200.00
Expense			
Administrative			
7400	Salaries	$13,159.49	$15,360.00
12202	FICA - DCT	$812.43	$1,175.00
Total Administrative		$13,971.92	$16,535.00
Advertising			
6100	Advertising & Promotion	$7,568.66	$7,000.00
7200	Postage	$543.00	$600.00
7202	Printing	$1,179.22	$1,200.00
Total Advertising		$9,290.88	$8,800.00
Production			
6000	Accompanist Honorarium	$300.00	$300.00
6540	Director Honorarium	$7,050.00	$6,900.00
6550	Dues & Subscriptions	$465.00	$500.00
7000	Licenses & Fees	$333.00	$350.00
7203	Production Supplies	$1,697.27	$4,000.00
7350	Royalties	$1,580.00	$4,000.00
7405	Scripts	$1,039.24	$1,000.00
Total Production		$12,464.51	$17,050.00
Facilities			
6650	Tech Equipment	$0.00	$7,000.00
6800	Insurance	$4,705.50	$5,000.00
6900	Theatre Cleaning & Custodial	$4,824.00	$5,000.00

Account Number	Account Name	Last Year's Actual	Actual	Annual Budget
7300	Maintenance & Improvements - Main	$1,625.39		$2,500.00
7310	Maintenance & Improvements - Annex	$1,342.26		$2,000.00
7450	General Supplies	$424.34		$700.00
7455	Security	$1,080.00		$2,000.00
7600	Telephone & Internet	$1,439.76		$1,500.00
7750	Utilities - Main	$6,790.12		$8,000.00
7755	Utilities - Annex	$1,751.89		$2,000.00
Total Facilities		$23,983.26		$35,700.00
Miscellaneous				
6730	Fundraising	$0.00		$5,000.00
6950	Legal & Accounting	$714.00		$1,400.00
Total Miscellaneous		$714.00		$6,400.00
Total Expense		$60,424.57		$84,485.00
Total		$41,068.62		$5,715.00

*Please note that the HOT Funds amount differs from the $32,000 allocated by the city as DCT's fiscal year differs from the City's fiscal year so there are carry-over funds that show up when processing the actual data.

Duncanville Community Theatre

Past Marketing Materials

1. 2021-2022 Season Bill - Complete
2. 2021-2022 Season Bill – Rack Cards
3. Representative 2021-2022 NOW Magazine Ads
4. Representative 2021-2022 Facebook Posts
5. Representative 2021-2022 Email Blasts
6. I-35E Frontage Road Billboard
7. 2021 Duncanville Chamber Raffle Ticket
8. Representative 2021-2022 Donated Gift Certificates

2021 Duncanville Community Theatre 2022

www.dctheatre.org **972.780.5707**

Thursday-Saturday: 8 p.m. $15 **Sunday Matinee: 3 p.m. $14**

The Marvelous Wonderettes '58

August 19-22 & 26-28

Written & Created by Roger Bean
Musical Arrangements by Brian William Baker Orchestrations by Michael Borth
Vocal Arrangements by Roger Bean & Brian William Baker
Directed by Elisa Guse

A lively and entertaining jukebox musical featuring favorite hits from the past – fun for all ages!

TEA FOR THREE: Lady Bird, Pat, & Betty

September 23-26 & 30-October 2

Written by Eric H. Weinberger & Elaine Bromka
Directed by Amy Jackson

A witty, sly, and deeply moving glimpse of "the hardest unpaid job in the world" is revealed as these three prepare to share tea with the in-coming First Lady, honestly and unabashedly revealing secrets, hopes, dreams, and even a few regrets.

6 Rms Riv Vu

November 11-14 & 18-20

Written by Bob Randall
Directed by Heather Winkelman

While inspecting a vacant apartment for rent, a man and a woman, strangers until now, are accidentally locked inside. Left to face the long night ahead, they learn about each other, discover and explore a mutual attraction, and wonder "what if..."

Fireflies

February 3-6 & 10-12

Written by Matthew Barber
from the novel Eleanor and Abel by Annette Sanford
Directed by Kevin Paris

DCT veteran and invaluable volunteer Sandy Duckworth has underwritten and dedicated this production "in loving memory of my sisters, Bettie DiFiore and Audrey Knowles, who so enjoyed a hearty laugh or a silent tear as they watched shows at DCT. I think they would see a bit of themselves in Eleanor and Grace." We are grateful for this beautiful tribute and gift.

Retired schoolteacher Eleanor lives a quiet life in a tiny Texas town, set in her routines and secure in her position as the town's most respected woman – until a hole in her roof draws the attention of a smooth talking drifter intent on renovating her house and her life!

Key for Two

March 17-20 & 24-26

Written by Dave Freeman & John Chapman
Directed by Elisa Guse

In this wickedly funny play, Harriet is canny enough to be a kept woman by two men, thus solving all her financial woes. But when her perfect and precise schedule is unexpectedly interrupted, quick-witted and complex improvisation is required to save the day!

The Wild Women of Winedale

May 5-8 & 12-14

Written by Jessie Jones, Nicholas Hope, & Jamie Wooten
Directed by Joe Skrivanek

Joyful and exuberant, yet ultimately touching, this comedy focuses on three women at crossroads in their lives. Their coping methods and zany – sometimes slightly inappropriate – actions promise to keep the audience laughing all evening long.

(All information is tentative and subject to change)

Reservations Recommended; DCT Located at 106 S. Main, Duncanville, TX

Great theatre for the "Best Southwest" since 1988!

Duncanville Community Theatre



The Marvelous Wonderettes '58

August 19-22 & 26-28

Written & Created by Roger Bean
Musical Arrangements by Brian William Baker
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(all information is tentative & subject to change)

★ ★

Thursday-Saturday: 8 p.m. Curtain
Sunday Matinee: 3 p.m. Curtain

972-780-5707 **www.dctheatre.org**





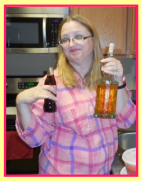


RESERVATIONS RECOMMENDED



972-780-5707
boxoffice@dctheatre.org

TICKET PRICES
Thurs-Sat: $15
Sunday: $14



Discounts for sr. citizens, students, & military

PLAY A ROLE AT DCT!
On Stage ★ Off Stage ★ Audience
There is a place for you!











Representative 2021-2022 Southwest NOW Advertising









Representative 2021-2022 Facebook Posts



















Representative 2021-2022 Email Blasts

Sent **Tea for Three 2**

Details | Reporting



Preview

Subject	Date Correction-TEA FOR THREE: Lady Bird, Pat, & Betty Opens Next Week!
From name	Duncanville Community Theatre
Sent	September 17th 2021 at 4:16 pm CDT
From Address	boxoffice@dctheatre.org
Reply to address	boxoffice@dctheatre.org
Lists	General Interest
Email link	https://conta.cc/2XsYheB

Sent **6 Rms Riv Vu 2**

Details | Reporting



Preview

Subject	6 Rms Riv Vu - Only 3 Performances Left!
From name	Duncanville Community Theatre
Sent	November 16th 2021 at 4:13 pm CST
From Address	boxoffice@dctheatre.org
Reply to address	boxoffice@dctheatre.org
Lists	General Interest
Email link	https://conta.cc/3clkPkY

Sent **Fireflies 1**

Details | Reporting



Preview

Subject	Fireflies Opens Thursday, 2/3 at 8 p.m.!
From name	Duncanville Community Theatre
Sent	January 29th 2022 at 3:15 pm CST
From Address	boxoffice@dctheatre.org
Reply to address	boxoffice@dctheatre.org
Lists	General Interest
Email link	https://conta.cc/3uaWto9

12’ x 24’ Billboard on I-35E Frontage Road; DeSoto, TX





DUNCANVILLE Chamber of Commerce presents

Duncanville "Baker's" Dozen 2021 Raffle!



$10 Each ● 3 for $25 ● 15 for $100

The More You Buy – the More Chances to Win!

Win One or More Prizes!

Do Not Need to be "Present" to Win!

Drawing to be held live on Facebook by October 31, 2021

Name: _____

Phone #: _____

Duncanville Dozen 2021 Raffle Items

1. Costco Cash Card: $250
2. Dry Clean Super Center Cleaning for a Year: $300
3. Return to Romance Weekend Package at Hilton Garden Inn: $450
4. DCT Theatre Tickets, Roma's, & Best Western Plus Package: $360
5. Little Caesars for a Year: $240
6. Gold-N-Things Seiko Wall Clock: $575
7. City View Tacos for a Year: $360
8. Bodega Tamales, Grab & Go, for a Year The Tamale Company: $300
9. Royal Fried Chicken - Chicken/Catfish for a Year: $300
10. Canales' Furniture – Queen Size Bedroom Suite: $929
11. HBPI Photography – Six Person Portrait Session with 16x20 Print: $436
12. Thibodeaux Cajun Food for a Year: $300
13. Sabor A La Mexicana for a Year: $300

Total Raffle Value: $5,100!!

Duncanville Community Theatre

Please call the DCT Box Office at 972-780-5707 for Reservations
DCT seating is limited and reservations are recommended for all performances.
This certificate does not guarantee seating without a reservation.
Thank You!

Gift Certificate

*This certificate entitles the bearer to two (2) Tickets to any single Season Bill performance**

(Expires 5/31/2023)

Signed Date

DCT located at 106 S. Main St., Duncanville, 75116 ♦ www.dctheatre.org

Event: St. Elizabeth of Hungary Silent Auction; 5/6/2022

Duncanville Community Theatre

Please call the DCT Box Office at 972-780-5707 for Reservations
DCT seating is limited and reservations are recommended for all performances.
This certificate does not guarantee seating without a reservation.
Thank You!

Gift Certificate

This certificate entitles the bearer to two (2) Tickets to any single Season Bill performance*

(Expires 5/31/2023)

Signed Date

DCT located at 106 S. Main St., Duncanville, 75116 ♦ www.dctheatre.org

Event: Duncanville Women's Club fundraiser; Fall 2021

RESOLUTION NO. 2022-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN OFFER OF A HOTEL OCCUPANCY TAX GRANT FOR THE FY 22-23 BUDGET IN THE AMOUNT OF $32,000 TO THE DUNCANVILLE COMMUNITY THEATRE TO DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY; CONDITIONAL UPON APPROVAL IN THE FY 22-23 BUDGET; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized by Chapter 351 of the Texas Property Tax Code to levy a hotel occupancy tax to be used to directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the City has, by ordinance, imposed a local hotel occupancy tax; and

WHEREAS, the Duncanville City Council, after consideration of the application of the Applicant finds that expenditures of local hotel occupancy tax revenues for the grant as set forth herein, will directly enhance and promote tourism and the hotel industry in the City and its vicinity, and further finds that the expenditures are for one of the statutorily authorized categories.

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

SECTION 1. The City of Duncanville, Texas hereby approves a Hotel Occupancy Tax Grant in the amount not to exceed thirty-two thousand dollars and no cents ($32,000) to the Duncanville Community Theatre for the purpose as follows: $32,000- Promotion of the Arts (Production & Family Costs).

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager to execute the necessary documents to conform to this resolution as appropriate.

SECTION 3. This Resolution shall be effective upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 2nd day of August, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STATE OF TEXAS §

COUNTY OF DALLAS §

HOTEL OCCUPANCY TAX FUNDING AGREEMENT BETWEEN THE CITY OF DUNCANVILLE, TEXAS, AND THE DUNCANVILLE COMMUNITY THEATRE FOR EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS

This Hotel Tax Funding Agreement (AGREEMENT) is made and entered into by and between the City of Duncanville, Texas (CITY) and the Duncanville Community Theatre (ORGANIZATION).

WHEREAS, the Duncanville Community Theatre has requested a Hotel Occupancy Tax grant for theatre productions and to promote the Duncanville Community Theatre through advertising and promotional efforts outside of Duncanville; and

WHEREAS, the City Council has considered the request and considers the Duncanville Community Theatre efforts a benefit to the City of Duncanville and believes that these efforts will directly enhance and promote tourism in the city; and

WHEREAS, the goal of this AGREEMENT is to attract visitors to the City of Duncanville, thus directly enhancing and promoting tourism as outlined in Chapter 351 of the State of Texas Tas Code; and

WHEREAS, the City Council of the City of Duncanville desires to provide Hotel Occupancy Tax revenues to the Duncanville Community Theatre; and

NOW, THEREFORE, it is mutually agreed upon by and between the CITY and the Duncanville Community Theatre as follows:

GENERAL PROVISIONS

Section 1. Purpose, The purpose of this AGREEMENT is for the Duncanville Community Theatre to utilize City of Duncanville Hotel Occupancy Taxes for production costs, facility costs, and advertising to promote Duncanville and the Duncanville Community Theatre outside of Duncanville in order to increase the number of overnight visitors to Duncanville; and

Section 2. Obligation of the ORGANIZATION. The ORGANIZATION shall use all of the awarded funds provided by the CITY in accordance with Chapter 351 of the Texas Tax Code and the ORGANIZATION'S funding application including: advertising outside of Duncanville through its website, print materials, broadcast, and social media platforms, production costs, and facility costs.

Section 3. Reporting Requirements of the ORGANIZATION. The ORGANIZATION shall deliver the following within thirty (30) days after the end of each quarter:

a. a completed Post Event Report form detailing the use of Hotel Occupancy Tax funds for the entire quarter; and
b. copies of receipts with the paid invoices for approved expenditures, as listed in the AGREEMENT, must be included with the quarterly Post Event Report form; and
c. a copy of the ORANIZATION's quarterly balance sheet.

Partial or incomplete reports will not be accepted. If no activity has taken place during the reporting Quarter, the ORGANIZATION should indicate that on the Post Event Report form. Receipts and paid Invoices should total the awarded $30,000 at the end of the year or an explanation should be included With the final Post Event Report form.

Section 4. Authorization of Payment. Subject to the ORGANIZATION'S satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ORGANIZATION up to $32,000 from Hotel Occupancy Tax funds. The City agrees to pay the ORGANIZATION four equal quarterly payments in the amount of $8,000. Payments will be made within thirty (30) days of the CITY's acceptance of the completed Post Event Report form.

Section 5. Appeal Process. If the ORGANIZATION wishes to appeal the decision of the CITY, the ORGANIZATION must present their appeal in writing within ten (10) business days of funding denial to the Director of Economic Development. The City Council may grant funding, as long as it is within the scope of Chapter 351 of the Texas Tax Code.

Section 6. Rights. The City of Duncanville has the right, at any time, to inspect the books or records of the ORGANIZATION that may relate to the performance of this AGREEMENT. The CITY, at its sole expense, has the right to conduct an audit of the ORGANIZATION, event, or project.

Section 7. **Term.** The AGREEMENT shall become effective as of October 1, 2022, and the AGREEMENT shall terminate on September 30, 2023, or once the terms have been met, whichever occurs first. All Post Event Reports/Written Requests are due on or before October 1, 2023. The quarterly due dates for the Post Event Reports are as follows:

Reporting Period	Due Dates
4th Quarter 2022	January 31, 2023
1st Quarter 2023	April 30, 2023
2nd Quarter 2023	July 31, 2023
3rd Quarter 2023	October 31, 2023

Section 8. Recapture Provision. In the event the Duncanville Community Theatre does not comply with the terms of this AGREEMENT, is otherwise in default, or fails to appropriately spend the funds in accordance with State law, or falsifies any documents required under this agreement as provided herein, the Duncanville Community Theatre, pursuant to the provisions herein shall refund the CITY an amount equal to the sum of the grant payments actually paid by the CITY to the Duncanville Community Theatre immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, interest on the refund amount, at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the CITY) as its prime or base commercial lending rate, from the date of termination until paid.

Section 9. Indemnification. The ORGANIZATION agrees to defend, indemnify, and hold harmless the CITY, City Council, its officers, agents, and employees, against any and all claims, lawsuits, judgments,

cause of action, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the ORGANIZATION's breach of any of the terms or provisions of this AGREEMENT, or by any negligent act or omission of the ORGANIZATION, its officers, agents, servants, employees, contractors, or subcontractors, in the performance of this AGREEMENT; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the CITY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the ORGANIZATION and the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this AGREEMENT does not assign any responsibility for civil liability to the CITY that may arise by virtue of this AGREEMENT.

Section 10. Default. The CITY reserves the right to terminate this AGREEMENT if the ORGANIZATION fails to comply with any term of the AGREEMENT, including the inability of the ORGANIZATION to conform to any change required by federal, and state or local laws or regulations. The CITY shall provide written notification to the ORGANIZATION of the termination of this AGREEMENT within thirty (30) days before the effective date of termination. The CITY may terminate the AGREEMENT for breach of any provision of this AGREEMENT, upon written notice of the breach and the ORGANIZATION shall have ten (10) days after receipt of the written notice in which to cure the breach to the satisfaction of the CITY.

Section 11. Notice. All notices required or permitted under this AGREEMENT shall be in writing and shall be delivered in person or mailed as follows:

To the CITY at:

City of Duncanville
Attn.: Aretha Ferrell-Benavides
City Manager
203 E. Wheatland Rd.
Duncanville, TX 75116

To the ORGANIZATION at:

Duncanville Community
Theatre
Attn.: Amy Jackson
106 S. Main Street
Duncanville, TX 75115

MISCELLANEOUS

Section 12. Entire Agreement. This AGREEMENT constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this AGREEMENT, except by written agreement approved by the governing bodies of each party and duly executed by both parties.

Section 13. Approval. This AGREEMENT has been duly and properly approved by each patty's governing body and constitutes a binding obligation on each party.

Section 14. Assignment. Except as otherwise provided in this AGREEMENT, a party may not assign this AGREEMENT or subcontract the performance of services without first obtaining the written consent of the other party.

Section 15. Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this AGREEMENT does not preclude the exercise of another right or remedy. Rights and remedies under this AGREEMENT are cumulative and are not exclusive of other rights or remedies provided by law.

Section 16. Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this AGREEMENT or any section thereof.

Section 17. Attorney Fees. In any lawsuit concerning this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and their reasonable expenses, unless otherwise prohibited by law.

Section 18. Severability. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this AGREEMENT are for any reason held to be invalid, void, or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this AGREEMENT shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 19. Venue. The parties agree that all disputes that arise of this AGREEMENT are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Dallas County, Texas.

IN WITNESS WHEREOF, the CITY and ORGANIZATION make and execute this AGREEMENT to be effective this_____day of_____,2022.

CITY OF DUNCANVILLE, TEXAS

_____
Aretha Ferrell-Benavides
City Manager

ORGANIZATION

_____
Amy Jackson
Duncanville Community Theatre

ATTEST:

_____
Kristin Downs
City Secretary

STAFF REPORT

MEETING: City Council - 02 Aug 2022

TITLE:
Consider a Resolution for an offer of a Hotel Occupancy Tax Grant for the FY 22-23 budget in the amount not to exceed $53,000 to the Duncanville Lion's Club.

Vision Statement:

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

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
  - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Agustin 'Gus' Garcia, Managing Director of Development Services

BACKGROUND/HISTORY:
The City's Hotel Motel Tax revenues are generated from a seven percent tax paid by guests who rent a hotel room within Duncanville. This local tax is authorized by the State of Texas therefore, the expenditures of these funds are restricted and must be used according to state law.

There is a two-part test for every expenditure of local hotel occupancy tax.

Criteria #1: First, every expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry. Under the Tax Code, every event, program, or facility funded with hotel occupancy tax revenues must likely do two things: 1) directly promote tourism; and 2) directly promote the convention and hotel industry. "Tourism" is defined under Texas law as guiding or managing individuals who are traveling to a different, city, county, state, or country. A "direct" promotion of the convention and hotel industry has been consistently interpreted by the Texas Attorney General as a program, event, or facility likely to cause increased hotel or convention activity.

This activity may result from hotel or convention guests that are already in town and choose to attend the hotel tax funded facility or arts or historical event, or it may result from individuals who come from another city or county to stay in an area lodging property at least in part to attend the hotel tax funded

event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and result from hotel or convention guests that are already in town and choose to attend the hotel tax funded facility or arts or historical event, or it may result from individuals who come from another city or county to stay in an area lodging property at least in part to attend the hotel tax funded event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and t he hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it.

Entities applying for hotel occupancy tax revenue funding should indicate how they will market the event to convention guests that are already in town and choose to attend the hotel tax funded facility or arts or historical event, or it may result from individuals who come from another city or county to stay in an area lodging property at least in part to attend the hotel tax funded event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and the hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it. Entities applying for hotel occupancy tax revenue funding should indicate how they will market the event to attract tourists and hotel guests. If an entity does not adequately market its events to tourists and hotel guests, it is difficult to produce an event or facility that will effectively promote tourism and hotel activity indicate how they will market the event to attract tourists and hotel guests.

Criteria #2: Every expenditure of the hotel occupancy tax must clearly fit into one of nine statutorily provided categories for expenditure of local hotel occupancy tax revenues.
The nine categories for expenditure of the hotel occupancy tax are as follows:
1-) Funding the establishment, improvement, or maintenance of a convention center visitor information center.
2-) Paying administrative costs for facilitating registration.
3-) Advertising, solicitations, and promotions that attract tourists delegates to city its vicinity.
4-) Expenditures promote arts.
Under § 351.103(c), with population under 125,000 may expend up 15% hotel occupancy tax revenue collected art-related programs also tourism local activity. Specifically, it allows funding encouragement, promotion, application arts including instrumental vocal music, dance, drama, folk art, creative writing, architecture, design allied fields, painting, sculpture, photography, graphic craft arts, motion pictures, radio, television, tape sound recording, other presentation, performance, execution exhibition these major art forms. However, if not enough facility or event promotes the arts; Texas law requires that the arts related expenditure also directly promote tourism and the hotel and convention industry.

However, if not enough facility or event promotes the arts; Texas law requires that the arts related expenditure also directly promote tourism and the hotel and convention industry.

Section 351.101(a) of the Tax Code specifically states that “the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry.” The Texas Attorney General reaffirmed this standard when it held in Opinion GA-0124: “Under section 351.101 of the Tax Code, a municipality may expend its municipal hotel occupancy tax revenue only to promote tourism and the convention and hotel industry, and only for the specific uses listed in the statute.” In order to comply with the hotel occupancy tax statute, THLA and TFA agree that to be eligible for municipal arts funding with HOT revenues, recipients must satisfy the following requirements: The recipient presents, performs, promotes, encourages or otherwise makes possible, artistic events, cultural performances, programs, exhibitions or lectures involving the major art forms listed in the statute, or “other arts related to the presentation, performance, execution and exhibition of these major art forms.” The hotel occupancy tax funded programs and events are advertised and open to the general public. The recipient directly enhances and promotes tourism and the convention and hotel industry.

Criteria Examples:

•Recipient books hotel rooms for visiting artists and offers hotel related information to attendees of the organization's hotel occupancy tax funded events.
•The recipient promotes or markets its events outside of the local area through standard media promotion or advertising, websites, mailing lists, local, regional and national listings in publications and calendars and use of social media and where appropriate includes a link to information about area hotels.
•The recipient, either through audience or attendee questionnaires, polling, or hotel block booking codes, demonstrates that hotel guests, tourists, convention attendees or other out-of-town visitors have attended its hotel tax funded events.
5-) Funding historical restoration or preservation programs.
6-) Funding certain expenses, including promotional directly related to a sporting event within counties with population of fewer than 1 million.
7-) the enhancement or upgrading existing sports facilities fields for municipalities.
8-) transportation systems tourists.
9-) Signage directing tourists sights and attractions that are visited frequently by hotel guests in municipality.

POLICY EXPLANATION:
The City Council has approval over the expenditure of Hotel Occupancy Tax (HOT) Funds. Based on City Council's prior direction, all Hotel Motel Tax Grants are paid on a reimbursement basis for approved expenditures.

The applicant's funding history is listed below.
FY19-20: $42,000 HOT Funds Approved
FY20-21: $6,750 HOT Funds Approved
FY21-22: $48,00 HOT Funds Approved

FUNDING SOURCE:

ORG and Object Number
10011000/700450

Available Budget	**Purchase Amount**	**After Encumber**
$274,038.80	$53,000	$221,038.80

ACTION ALTERNATIVES:
1. Approved funding in the amount of $53,000 for an offer of a Hotel Occupancy Tax Grant for the FY22-23 Budget for the Duncanville Lion's Club.
2. Do not provide funding for Staff.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Exhibit A- FY23 Hot Funds Application- Duncanville Lions Club
Attachment 2 - Resolution No. - 2022-063 - HOT Grant FY23 Funding- Duncanville Lions Club

Duncanville
City of Champions

Hotel Occupancy Funding Application

Date: 7-12-22

Organization Information

Name of Organization: Duncanville Lions Club

Address: PO Box 383025

City, State, Zip: Duncanville, TX 75138

Contact Name: Steve Martin Contact Phone Number: 972-977-0060

Web Site Address for Event or Sponsoring Entity: www.sandrameadowsclassic.com

Non-Profit or For-Profit Status: Non-Profit Tax ID #: 23-7227463

Entity's Creation Date: 1950

Purpose of your organization: To serve and promote our community. We host and volunteer For the Sandra Meadows Classic Basketball Tournament. We bring 12ot College Coaches, Families and teams to fill our hotels and restaurants during the Christmas Holidays

Event Information

Name of Event or Project: 72nd Annual Sandra Meadows Classic

Date of Event or Project: December 28-30, 2022

Primary Location of Event or Project: Sandra Meadows Arena

Amount Requested: $53,000

How will the funds be used? The majority goes right back to the hotels For Rooms. 21 of the 32 Teams will be staying in our Hotels - This is the highest number ever. Last year #45,688.18 went straight to Four hotels.

Primary Purpose of Funded Activity/Facility:

We bring 32 of the Top High School Girls Basketball Teams to Duncanville. We Fill our Hotels and Restaurants during a normally slow week.

Percentage of Hotel Tax Support of Related Costs

30-35 Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

____ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

10 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities _____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

☐ **b) Registration of Convention Delegates**: furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: $_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☐ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☒ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested under this category: $ 53,000

How many individuals are expected to participate in the sporting related event? 6000+

How many of the participants at the sporting related event are expected to be from another city or county? 3,000 +

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

During a slow week between Christmas & New Year for our hotels and restaurants, we Fill them up with Teams, Fans, Families and college Coaches.

In detail, describe how the funds will be used and include appropriate documentation.

The majority will be paid most to our Hotels. Other Costs will be from Website, Social Media, graphic design, and hospitality For our college Coaches.

☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city.** Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

In detail, describe how the funds will be used and include appropriate documentation.

☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.** Amount requested under this category: $_____

What tourist attractions will be the subject of the signs?

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 71
2. Expected Attendance: 6000 +
3. How many people attending the Event or Project will use Duncanville hotels? 2000 +

   Number of rooms rented for your event: 400 +
4. Did you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? We have Room Blocks From Four Hotels Hilton Garden Inn, Best Western Plus, La Quinta and Hampton Inn.
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
2021	$48,000	400 +
2020	Covid $6,750	—
2019	$42,000	400 +
2018	$40,000	389 +
2017	$38,000	325 +

* **Documentation must be included from each Duncanville hotel that supported the number of rooms used for all years.**

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? Direct Payments to the Four Hotels From the Lions Club.

7. Please list other organization, government entities, and grants that have offered financial support to your project: Duncanville ISD and Duncanville Lions Club.

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?
Yes. Net profits are between $6,000-8,000. It's not about profits but more about maintaining the History of the Sandra Meadows Classic.

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper:	$_____
Radio:	$_____
TV:	$_____
Other Paid Advertising:	$ 1,000

Number of Press Releases/Media Alerts sent to the Media: Several
Number of Direct Mailings to out-of-town recipients: 25+

Other Promotions: Social media & website

10. Will you include a link to the City/CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? Yes - We supply these

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?
Yes. We do so each year

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

Continue as we normally do and boosting Social Media.

13. What geographic areas does your advertising and promotion reach? Locally, Nationally an International as well

14. How many individuals will your proposed marketing reach that are in another city or county? _____

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

    Expected Attendance Monthly/Annually: _____

    Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit To: Agustin Garcia, Director of Economic Development

Mail To:
P.O. Box 380280
Duncanville, TX 75138-0280

Drop Off:
Economic Development
203 E. Wheatland Rd.
Duncanville, TX 75116

For questions, please call 972.780.4997.

Duncanville
City of Champions

Steve Martin

To: Robert Han
Subject: Hotel Rooms for Sandra Meadows Classic

Hampton Inn

	Rooms	Nights	Rate	Total	Total W/ City Tax (State Tax Exempt)
Captain Shreve	8	2	$ 99.00	$ 1,584.00	$1,704.86
Hardin Jefferson	9	3	$ 99.00	$ 2,673.00	$2,876.95
Pearland	6	3	$ 99.00	$ 1,782.00	$1,917.97
Walker	6	3	$ 99.00	$ 1,782.00	$1,917.97
			Total:	$ 7,821.00	$8,417.74

Robert D Han III
General Manager

202 East Interstate 20
Duncanville, TX 75116

+1 469 868 6481 Office
+1 469 868 6480 Fax

Robert.Han@hilton.com
Hampton.com

LaQuinta Duncanville

INVOICE

835 E Hwy 67
Duncanville, TX 75137
Phone 972-298-4600 Fax 972-298-4700

Bill To:
Steve Martin
Duncanville Chamber of Commerce

DATE:	December 26, 2021
INVOICE #	5868
FOR:	Sandra Meadows Classic
Arrival:	12/27/2021
Departure:	12/31/2021
Room Rate:	$95.00
City Tax Rate:	7%
State Tax Rate:	6%

DESCRIPTION	AMOUNT
Village School (16 room nights @ $95 rate plus 13% city / state occupancy tax)	$1,717.60
Vista Ridge (16 room nights @ $95 rate plus 13% city / state occupancy tax)	$1,717.60
Jonesboro (14 room nights @ $95 rate plus 13% city / state occupancy tax)	$1,288.20
Marion (32 room nights @ $95 rate plus 13% city / state occupancy tax)	$3,435.20
TOTAL	$8,158.60

Make all checks payable to Star Hotels LLC / LaQuinta Duncanville
If you have any questions concerning this invoice, contact Clint Brown, 972-298-4600, lq6978gm@laquinta.com

THANK YOU FOR YOUR BUSINESS!

Hilton Garden Inn

Clovis West	9 rooms	40 room nights	$101 rate	7% tax	$4,863.50
Steve Martin	1 room	4 nights	$101 rate	7% tax	$432.28
McEachern, GA	9 rooms	3 nights	$101 rate	7% tax	$2,917.89
Briarcrest	9 rooms	3 nights	$101 rate	7% tax	$2,917.89
Fayeteville	8 rooms	3 nights	$101 rate	7% tax	$2,593.68
Beaumont United	10 rooms	2 nights	$101 rate	7% tax	$2,161.40
				Total Charges	$15,886.64

Sandra Meadows 2021

Best Western Plus Invoice

	Rooms	Nights	Room Nights	Rate	City Tax	Per Room night	Extended Total	
Incarnate Word	7	1	7	$ 103.00	$ 7.21	$ 110.21	$ 771.47	
Lovejoy HS	5	4	20	$ 103.00	$ 7.21	$ 110.21	$ 2,204.20	
Conway	7	3	21	$ 103.00	$ 7.21	$ 110.21	$ 2,314.41	
Amarillo Palo Duro	8	3	24	$ 103.00	$ 7.21	$ 110.21	$ 2,645.04	
Bartlett HS	12	4	48	$ 103.00	$ 7.21	$ 110.21	$ 5,290.08	
			120				**$ 13,225.20**	**Grand Total**

Please remit payment to:

Best Western Plus Duncanville
922 E. HWY 67
Duncanville, TX 75137

PROforma
A-Z Specialties

Original Bill

Bill Number	B860004730A
Bill Date	12/3/2021
Due Date	12/3/2021
Terms	
Sales Order	S860004730
Sales Person	Sherry Kennedy

Proforma A-Z Specialties
Telephone: 972-709-0015
Email: jackie.cooper@proforma.com

Sold To

Steve Martin
Duncanville Lions Club
300 E. Wheatland Road
DUNCANVILLE, TX 75116
Phone: 972-780-4990
pres@duncanvillechamber.org

Shipped To

Duncanville Chamber
Steve Martin
300 E. Wheatland Road
DUNCANVILLE, TX 75116

Customer PO: Per Steve Martin
Customer Reference: Pens

Item #	Item Description	QTY Billed	QTY Ordered	Back Order	Unit Price	Per	Credit	Amount
pen	Hugo stylus/light pen in blue with laser engraved (SANDRA MEADOWS LOGO)	157	157	0	3.9500	Each	-	$620.15

Line-Item Total	Freight Amount	Tax Amount	Sub Total	Deposits	Credits/Discounts	Amount Due:
$620.15	$12.82	-	$632.97	-	-	**$632.97 USD**

Bills that are paid beyond terms will be adjusted to reflect current retail prices in addition to a 1.5% per month (18% per annum) service charge.
Vendor makes no warranties, express or implied, on merchantability, fitness or otherwise which extend beyond the description of the product herein.
Furthermore, buyer agrees through payment of this bill that Vendor's damages, if any, shall be limited to the total selling price of any item purchased.

Please indicate on your remittance the bill numbers to which the payment is to be applied.

Thank you for your business!

Please detach this portion and return with your payment.

Remittance Advice

Billed Customer #	Bill Number	Bill Date	Amount Due
001403	B860004730A	12/3/2021	$632.97 USD

BILL TO:

Duncanville Lions Club
P. O. Box 381055
Duncanville, TX 75138

PLEASE SEND PAYMENT TO:

Proforma
P.O. Box 51925
Los Angeles, CA 90051-6225

PROforma
A-Z Specialties

Original Bill

Bill Number	B860004731A
Bill Date	12/3/2021
Due Date	12/3/2021
Terms	
Sales Order	S860004731
Sales Person	Sherry Kennedy

Proforma A-Z Specialties
Telephone: 972-709-0015
Email: jackie.cooper@proforma.com

Sold To

Steve Martin
Duncanville Lions Club
300 E. Wheatland Road
DUNCANVILLE, TX 75116
Phone: 972-780-4990
pres@duncanvillechamber.org

Shipped To

Duncanville Chamber
Steve Martin
300 E. Wheatland Road
DUNCANVILLE, TX 75116

Customer PO: Per Steve Martin
Customer Reference: Sanitizer

Item #	Item Description	QTY Billed	QTY Ordered	Back Order	Unit Price	Per	Credit	Amount
Hand Sanitizer	Hand sanitizer light citrus scent with leash black with white imprint (Sandra Meadows Logo)	150	150	0	1.7900	Each	-	$268.50
Setup	Setup Charge	1	1	0	50.0000	Each	-	$50.00

Line-Item Total	Freight Amount	Tax Amount	Sub Total	Deposits	Credits/Discounts	Amount Due:
$318.50	$19.84	-	$338.34	-	-	**$338.34 USD**

Bills that are paid beyond terms will be adjusted to reflect current retail prices in addition to a 1.5% per month (18% per annum) service charge.
Vendor makes no warranties, express or implied, on merchantability, fitness or otherwise which extend beyond the description of the product herein.
Furthermore, buyer agrees through payment of this bill that Vendor's damages, if any, shall be limited to the total selling price of any item purchased.

Please indicate on your remittance the bill numbers to which the payment is to be applied.

Thank you for your business!

Please detach this portion and return with your payment.

Remittance Advice

Billed Customer #	Bill Number	Bill Date	Amount Due
001403	B860004731A	12/3/2021	$338.34 USD

BILL TO:

Duncanville Lions Club
P. O. Box 381055
Duncanville, TX 75138

PLEASE SEND PAYMENT TO:

Proforma
P.O. Box 51925
Los Angeles, CA 90051-6225

Invoice to Steve Martin

Invoice Number :1053
Invoice Date :21-Dec-2021
Due Date :21-Dec-2021

$1000.00
Amount Due

Customer Details

Name	Steve Martin
Email	pres@duncanvillechamber.org
Company Name	Sandra Meadows Classic

Sender Info

Name	Aubrey Bilbrey
Email	ak@kbmediasolutions.com
Address	KB Media Solutions 410 Coronado Dr, Grand Prairie, TX - 75052

Billable Items

No.	Item Name	Item Price	Quantity	Total Item Cost
1	Website,Program, Social Media	$850.00	x1	$850.00
2	Printing Expenses	$150.00	x1	$150.00

Invoice Total **$1000.00**

Accepted Payment Options

Bank Transfer (ACH)

Account Number	99532428
Routing Number	211370150
Account Type	CHECKING Account

NOVO

Duncanville ISD Nutrition Services Catering Department

6915 Cedar Ridge Dr.
Dallas, TX 75236
P: 972-708-2328
F: 972-708-2690
doutten@duncanvilleisd.org

Bill To: Steve martin
Address: Chamber of Commerce
Duncanville, TX
Phone: 972-780-4990
Fax:
Email:

Invoice #: 02-6496
12/28/2021

Budget code for billing:

Item #	Description	Qty	Unit Price		Price
1	Breakfast- 6.75 x 80=540.00 x 3 = 1620.00 Lunch - 7.50 x 80=600.00 x 3 = 1800.00 Dinner - 8.95 x 80=716.00 x 3 =2148.00	1	$ 5,568.00		$ 5,568.00
					-
					-
					-
					-
					-
					-
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Duncanville ISD Nutrition Services Catering Department

6915 Cedar Ridge Dr.
Dallas, TX 75236
P: 972-708-2328
F: 972-708-2690
doutten@duncanvilleisd.org

Bill To: Steve martin
Address: Chamber of Commerce
Duncanville, TX
Phone: 972-780-4990
Fax:
Email:

Invoice #: 02-6497
12/28/2021

Budget code for billing:

Item #	Description	Qty	Unit Price		Price
1	Daily items - includes item available all day - assorted chips, assorted candy bars, assorted soft drinks, assorted cookies, cereal, salty snacks, sweet snacks, assorted juice, fresh fruit, coffee, ice tea and milk	1	$ 3,623.92		$ 3,623.92
					-
					-
	(FYI: price includes food and supply cost, plus labor)				-
					-
					-

Steve Martin

Subject: 2022 - Confirmed Teams

72nd Annual - Sandra Meadows Classic - 2022

1. Amarillo Palo Duro
2. Bartlett HS, TN
3. Bishop Lynch
4. Briarcrest Christian, TN
5. Captain Shreve, LA
6. Clear Brook
7. Colleyville Heritage
8. Conway, AR
9. Duncanville
10. Fayette-Ware HS, TN
11. Fayetteville, AR
12. Frisco Liberty
13. Hardin Jefferson
14. Harvard Westlake, CA
15. Highland Park
16. Incarnate Word, San Antonio
17. John Paul II
18. LaVega
19. Little Rock Central, AR
20. Lovejoy, GA
21. McEachern HS, Powder Springs, GA.
22. McKinney North
23. Marion, AR
24. Mesquite Horn
25. Midlothian
26. Parkway HS, Bossier City, LA
27. Pearland
28. Plano
29. Red Oak
30. Sachse
31. Vista Ridge – Cedar Park
32. Walker HS, LA

Green Teams - New

Underlined Teams - Travel

21 Teams in Hotels This year

2 More than in 2021

RESOLUTION NO. 2022-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN OFFER OF A HOTEL OCCUPANCY TAX GRANT FOR THE FY 22-23 BUDGET IN THE AMOUNT OF $53,000 TO THE DUNCANVILLE LIONS CLUB TO DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY; CONDITIONAL UPON APPROVAL IN THE FY 22-23 BUDGET; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized by Chapter 351 of the Texas Property Tax Code to levy a hotel occupancy tax to be used to directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the City has, by ordinance, imposed a local hotel occupancy tax; and

WHEREAS, the Duncanville Lions Club promotes Duncanville by hosting the Sandra Meadows Classic which is a nationally recognized basketball tournament; and

WHEREAS, the Duncanville City Council, after consideration of the application of the Applicant finds that expenditures of local hotel occupancy tax revenues for the grant as set forth herein, will directly enhance and promote tourism and the hotel industry in the City and its vicinity, and further finds that the expenditures are for one of the statutorily authorized categories.

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

SECTION 1. The City of Duncanville, Texas hereby approves a Hotel Occupancy Tax Grant in the amount not to exceed fifty-three thousand dollars and no cents ($53,000) to the Duncanville Lions Club.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager to execute the necessary documents to conform to this resolution as appropriate.

SECTION 3. This Resolution shall be effective upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 2nd day of August, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STATE OF TEXAS §

COUNTY OF DALLAS §

HOTEL OCCUPANCY TAX FUNDING AGREEMENT BETWEEN THE CITY OF DUNCANVILLE, TEXAS AND THE DUNCANVILLE LIONS CLUB FOR EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS

This Hotel Tax Funding Agreement (AGREEMENT) is made and entered into by and between the City of Duncanville, Texas (CITY) and the Duncanville Lions Club (ORGANIZATION).

WHEREAS, the Duncanville Lions Club has requested a Hotel Occupancy Tax grant to promote the 72nd Annual Sandra Meadows Classic to bring 32 of the top high school girls basketball teams to Duncanville, Texas; and

WHEREAS, the City Council has considered the request and considers the Duncanville Lions Club directly enhances and promotes sports tourism in the city; and

WHEREAS, the goal of this AGREEMENT is to attract future visitors to the City of Duncanville, thus directly enhancing and promoting tourism as outlined in Chapter 351 of the State of Texas Tax Code; and

WHEREAS, the City Council of the City of Duncanville desires to provide Hotel Occupancy Tax revenues to the Duncanville Lions Club's Sandra Meadows Classic Basketball Tournament; and

NOW, THEREFORE, it is mutually agreed upon by and between the CITY and the Duncanville Lions Club as follows:

GENERAL PROVISIONS

Section 1. Purpose, The purpose of this AGREEMENT is for the Duncanville Lions Club's Sandra Meadows Classic Basketball Tournament to utilize the City of Duncanville Hotel Occupancy Taxes to promote the 72nd Annual Sandra Meadows Classic Basketball Tournament by utilizing these funds to help offset the costs associated with the website, social media platforms, and for the management of these promotional efforts; and

Section 2. Obligation of the ORGANIZATION. The ORGANIZATION shall use all of the awarded funds provided by the CITY in accordance with Chapter 351 of the Texas Tax Code and the ORGANIZATION'S funding application including the official tournament website, social media platforms, and for the management of these promotional efforts for the 72nd annual tournament, which are qualifying event costs aimed at bringing in future overnight visitors to Duncanville. The ORGANIZATION shall recognize the City of Duncanville as an official sponsor of the event and the City shall receive recognition of its sponsorship on all event information including but not limited to website, banners, and print materials.

Section 3. Reporting Requirements of the ORGANIZATION. The ORGANIZATION shall deliver a copy of the website hosting invoice to the CITY to ensure the website remains active along with

a written request for funding.

The ORGANIZATION shall deliver on a quarterly basis:

a. a completed Post Event Report form or written request detailing the use of Hotel Occupancy Tax funds for the promotional purposes of the event; and

b. a copy of the ORGANIZATION's Board Agenda and Minutes from Board meetings that have taken place during the reporting quarter that discuss the Sandra Meadows Classic Basketball Tournament; and

c. copies of all mediums where the CITY was recognized as an official sponsor of the event.

The CITY shall not make future grants to the event if funds are not used in accordance of this AGREEMENT and/or where receipts and paid invoices are not provided. Partial or incomplete reports will not be accepted.

Section 4. Authorization of Payment. Subject to the ORGANIZATION'S satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ORGANIZATION up to $53,000 from Hotel Occupancy Tax Funds. Payment will be made within thirty (30) business days of the CITY receiving a written request for funds from the ORGANIZATION.

Section 5. Appeal Process. If the ORGANIZATION wishes to appeal the decision of the CITY, the ORGANIZATION must present their appeal in writing within ten (10) business days of funding denial to the Director of Economic Development. The City Council may grant funding, as long as it is within the scope of Chapter 351 of the Texas Tax Code.

Section 6. Rights. The City of Duncanville has the right, at any time, to inspect the books or records of the ORGANIZATION that may relate to the performance of this AGREEMENT. The CITY, at its sole expense, has the right to conduct an audit of the ORGANIZATION, event, or project.

Section 7. **Term.** The AGREEMENT shall become effective as of October 1, 2022, and the AGREEMENT shall terminate on September 30, 2023, or once the terms have been met, whichever occurs first. All Post Event Reports/Written Requests are due on or before October 1, 2023.

Section 8. Recapture Provision. In the event the Duncanville Lions Club does not comply with the terms of this AGREEMENT, is otherwise in default, or fails to appropriately spend the funds in accordance with State law, or falsifies any documents required under this agreement as provided herein, the Duncanville Lions Club, pursuant to the provisions herein shall refund the CITY an amount equal to the sum of the grant payments actually paid by the CITY to the Duncanville Lions Club immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, interest on the refund amount, at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the CITY) as its prime or base commercial lending rate, from the date of termination until paid.

Section 9. Indemnification. The ORGANIZATION agrees to defend, indemnify, and hold harmless the CITY, City Council, its officers, agents, and employees, against any and all claims, lawsuits, judgments,

cause of action, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the ORGANIZATION's breach of any of the terms or provisions of this AGREEMENT, or by any negligent act or omission of the ORGANIZATION, its officers, agents, servants, employees, contractors, or subcontractors, in the performance of this AGREEMENT; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the CITY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the ORGANIZATION and the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this AGREEMENT does not assign any responsibility for civil liability to the CITY that may arise by virtue of this AGREEMENT.

Section 10. Default. The CITY reserves the right to terminate this AGREEMENT if the ORGANIZATION fails to comply with any term of the AGREEMENT, including the inability of the ORGANIZATION to conform to any change required by federal, and state or local laws or regulations. The CITY shall provide written notification to the ORGANIZATION of the termination of this AGREEMENT within thirty (30) days before the effective date of termination. The CITY may terminate the AGREEMENT for breach of any provision of this AGREEMENT, upon written notice of the breach and the ORGANIZATION shall have ten (10) days after receipt of the written notice in which to cure the breach to the satisfaction of the CITY.

Section 11. Notice. All notices required or permitted under this AGREEMENT shall be in writing and shall be delivered in person or mailed as follows:

To the CITY at:

City of Duncanville
Attn.: Aretha Ferrell-Benavides
City Manager
203 E. Wheatland Rd.
Duncanville, TX 75116

To the ORGANIZATION at:

Duncanville Lions Club
Attn.: Steve Martin
P.O. Box 383025
Duncanville, TX 75138

MISCELLANEOUS

Section 12. Entire Agreement. This AGREEMENT constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this AGREEMENT, except by written agreement approved by the governing bodies of each party and duly executed by both parties.

Section 13. Approval. This AGREEMENT has been duly and properly approved by each patty's governing body and constitutes a binding obligation on each party.

Section 14. Assignment. Except as otherwise provided in this AGREEMENT, a party may not assign this AGREEMENT or subcontract the performance of services without first obtaining the written consent of the other party.

Section 15. Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this AGREEMENT does not preclude the exercise of another right or remedy. Rights and remedies under this AGREEMENT are cumulative and are not exclusive of other rights or remedies provided by law.

Section 16. Paragraph Headings. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this AGREEMENT or any section thereof.

Section 17. Attorney Fees. In any lawsuit concerning this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and their reasonable expenses, unless otherwise prohibited by law.

Section 18. Severability. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this AGREEMENT are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this AGREEMENT shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 19. Venue. The parties agree that all disputes that arise of this AGREEMENT are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Dallas County, Texas.

IN WITNESS WHEREOF, the CITY and ORGANIZATION make and execute this AGREEMENT to be effective this_____day of_____,2022.

CITY OF DUNCANVILLE, TEXAS

_____
Aretha Ferrell-Benavides
City Manager

ORGANIZATION

_____
Steve Martin
Duncanville Lions Club

ATTEST:

_____
Kristin Downs
City Secretary

STAFF REPORT

MEETING: City Council - 02 Aug 2022

TITLE:
Consider a Resolution for an offer of a Hotel Occupancy Tax Grant for the FY 22-23 budget in the amount not to exceed $60,000 to the Great American Shoot-Out (GASO).

Vision Statement:

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

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
  - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Agustin 'Gus' Garcia, Managing Director of Development Services

BACKGROUND/HISTORY:
The City's Hotel Motel Tax revenues are generated from a seven percent tax paid by guests who rent a hotel room within Duncanville. This local tax is authorized by the State of Texas therefore, the expenditures of these funds are restricted and must be used according to state law. There is a two-part test for every expenditure of local hotel occupancy tax.

Criteria #1: First, every expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry. Under the Tax Code, every event, program, or facility funded with hotel occupancy tax revenues must likely do two things: 1) directly promote tourism; and 2) directly promote the convention and hotel industry. "Tourism" is defined under Texas law as guiding or managing individuals who are traveling to a different, city, county, state, or country. A "direct" promotion of the convention and hotel industry has been consistently interpreted by the Texas Attorney General as a program, event, or facility likely to cause increased hotel or convention activity.

This activity may result from hotel or convention guests that are already in town and choose to attend the hotel tax funded facility or arts or historical event, or it may result from individuals who come from another city or county to stay in an area lodging property at least in part to attend the hotel tax funded event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and

the hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it. Entities applying for hotel occupancy tax revenue funding should indicate how they will market the event to convention guests that are already in town and choose to attend the hotel tax funded facility or arts or historical event, or it may result from individuals who come from another city or county to stay in an area lodging property at least in part to attend the hotel tax funded event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and the hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it. Entities applying for hotel occupancy tax revenue funding should indicate how they will market the event to attract tourists and hotel guests. If an entity does not adequately market its events to tourists and hotel guests, it is difficult to produce an event or facility that will effectively promote tourism and hotel activity indicate how they will market the event to attract tourists and hotel guests.

Criteria #2: Every expenditure of the hotel occupancy tax must clearly fit into one of nine statutorily provided categories for expenditure of local hotel occupancy tax revenues.
The nine categories for expenditure of the hotel occupancy tax are as follows:
1-) Funding the establishment, improvement, or maintenance of a convention center visitor information center.
2-) Paying administrative costs for facilitating registration.
3-) Advertising, solicitations, and promotions that attract tourists delegates to city its vicinity.
4-) Expenditures promote arts.
Under § 351.103(c), with population under 125,000 may expend up 15% hotel occupancy tax revenue collected art-related programs also tourism local activity. Specifically, it allows funding encouragement, promotion, application arts including instrumental vocal music, dance, drama, folk art, creative writing, architecture, design allied fields, painting, sculpture, photography, graphic craft arts, motion pictures, radio, television, tape sound recording, other presentation, performance, execution exhibition these major art forms.

However, if not enough facility or event promotes the arts; Texas law requires that the arts related expenditure also directly promote tourism and the hotel and convention industry.

Section 351.101(a) of the Tax Code specifically states that “the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry.” The Texas Attorney General reaffirmed this standard when it held in Opinion GA-0124: “Under section 351.101 of the Tax Code, a municipality may expend its municipal hotel occupancy tax revenue only to promote tourism and the convention and hotel industry, and only for the specific uses listed in the statute.” In order to comply with the hotel occupancy tax statute, THLA and TFA agree that to be eligible for municipal arts funding with HOT revenues, recipients must satisfy the following requirements: The recipient presents, performs, promotes, encourages or otherwise makes possible, artistic events, cultural performances, programs, exhibitions or lectures involving the major art forms listed in the statute, or “other arts related to the presentation, performance, execution and exhibition of these major art forms.” The hotel occupancy tax funded programs and events are advertised and open to the general public. The recipient directly enhances and promotes tourism and the convention and hotel industry.

Criteria Examples:
•Recipient books hotel rooms for visiting artists and offers hotel related information to attendees of the organization’s hotel occupancy tax funded events.
•The recipient promotes or markets its events outside of the local area through standard media promotion or advertising, websites, mailing lists, local, regional and national listings in publications and calendars and use of social media and where appropriate includes a link to information about area hotels.

•The recipient, either through audience or attendee questionnaires, polling, or hotel block booking codes, demonstrates that hotel guests, tourists, convention attendees or other out-of-town visitors have attended its hotel tax funded events.
•Funding historical restoration or preservation programs.
5-) Funding historical restoration or preservation programs.
6-) Funding certain expenses, including promotional directly related to a sporting event within counties with population of fewer than 1 million.
7-) the enhancement or upgrading existing sports facilities fields for municipalities.
8-) transportation systems tourists.
9-) Signage directing tourists sights and attractions that are visited frequently by hotel guests in municipality.

POLICY EXPLANATION:
The City Council has approval over the expenditure of Hotel Occupancy Tax (HOT) Funds. Based on City Council's prior direction, all Hotel Motel Tax Grants are paid on a reimbursement basis for approved expenditures.

The applicant's funding history is listed below.
FY19-20: $45,000 Hot Funding Approved
FY20-21: $45,000 Hot Funding Approved
FY21-22: $50,000 Hot Funding Approved

FUNDING SOURCE:

ORG and Object Number
10011000/700450

Available Budget	**Purchase Amount**	**After Encumber**
$274,038.80	$60,000	$214,038.80

ACTION ALTERNATIVES:
1. Approved funding in the amount of $60,000 for an offer of a Hotel Occupancy Tax Grant for the FY22-23 Budget for the Great American Shoot-Out (GASO)
2. Do not provide funding.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - FY23 Hot Funds Application- GASO
Attachment 2 - Resolution No. - 2022-061 - HOT Grant FY23 Funding- GASO

Great American Shoot-Out

Hotel Occupancy Tax Request Form

Below is a detailed request form of the promotional and marketing plans for the Great American Shoot-Out events that will be in Duncanville during the 2023 calendar year. GASO is proud to be making Duncanville its home for the 13th straight year.

In 2023, we are adding another weekend in Duncanville to our tournament calendar that will bring another group of teams to town for the weekend. GASO will be in town for 14 days with events that will bring families, teams coaches and referees to town for 9 different nights that will fill up hotels each night.

GASO is currently in a promotional sponsorship deal with Duncanville Fieldhouse as we have our logos and name painted on the courts in a sponsorship deal as well as signage in the lobby. We are very proud of our relationship with the Fieldhouse, the Duncanville Independent School District and the community in general.

In 2022, we promoted multiple Duncanville businesses through our ticketing system to drive customers to local businesses to support the community. We are constantly looking to improve our outreach and promote the city and businesses that stand beside GASO.

Also, attached after the HOT request form is a sample schedule of our event. Per the schedule, games are played constantly throughout the day each weekend of a GASO bringing people to town from early each day until late at night.

Thanks for considering GASO as a HOT funding project. Please contact me if you have any questions.

Sam Lowe
Great American Shoot-Out
sam@greatamericanshootout.com
214.207.4473

HOTEL OCCUPANCY TAX USE GUIDELINES
UNDER TEXAS STATE LAW
FUNDING APPLICATION FORM

State Law: As authorized by state law, the City of Duncanville collects a Hotel Occupancy Tax (HOT Funds) from hotels, bed & breakfasts, and other lodging facilities. Under state law, the revenue from the HOT Funds may be used only to directly promote tourism and the hotel and convention industry.
Chapter 351 of the Tax Code states that the use of HOT Funds is limited to:

a) **Convention Centers and Visitor Information Centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing operation and maintenance of convention center facilities or visitor information centers, or both.

b) **Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.

c) **Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry**: advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality.

d) **Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

e) **Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

f) **Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** expenses including promotional expenses, directly related to a sporting event in, which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city.

g) **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:**
   1. the commercial center of the city;
   2. a convention center in the city;

3. other hotels in or near the city; or

2022

4. tourist attractions in or near the city.

The law specifically prohibits the use of the local hotel tax to cover the costs for general city transit costs to transport the general public.

h) **Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.**

City of Duncanville: The City of Duncanville accepts applications from groups and businesses whose program fits into one or more of the above categories. **In order to ensure funding consideration for your event, requests for funds should be submitted on this official application by August 31, 2022 .** The application will be reviewed by the City of Duncanville staff to ensure the funding requests meets state guidelines. Once the application has been reviewed and is determined it meets minimum state qualifications for funding, the applicant will be invited to provide a presentation on their funding request to City Staff. The request will then be analyzed to determine the event's total economic impact to the community. Staff will notify the applicant when their request and staff's recommendation will be presented to the City Council for consideration. The applicant is required to attend the City Council meeting in order for the request to be considered. The applicant may be asked to provide the City Council a presentation regarding their request as well.

Eligibility and Priority for Hotel Tax Funds: ***Priority will be given to those events and entities based on their ability to generate overnight visitors to Duncanville.*** The amount that you are requesting should consider the gross amount of hotel night revenue that you are predicting that will be created or sustained by your event. If an event will not generate any meaningful hotel night activity, it is not eligible for receipt of hotel occupancy tax funds. HOT Funds awarded will be based on the number of hotel rooms rented and the economic impact to the city. Events can prove this potential to generate overnight visitors by:

a) **historic information on the number of room nights used during previous years of the same events**;

b) **current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the funded event;**

c) **historical information on the number of guests at hotel or other lodging facilities that attended the funded event (through surveys, guest directories, or other sources); and/or**

d) **examples of the planned marketing of the programs and activities that will likely generate overnight visitors to local lodging properties from this event.**

Use of Revenues from Event: A portion of the revenues from any event and/or project receiving any type of funding assistance from the HOT Funds should be channeled back into the future costs of operating that same event or the continued operation of the project. No other outside event(s), project, charity, etc., sponsored by the host organization may profit from the City of Duncanville funding of a particular event.

2022

Supplemental Information Required with Application: Along with the application, please submit the following:

_____ Proposed Marketing Plan for Funded Event
_____ Schedule of Activities or Events Relating to the Funded Project
_____ Past Marketing Materials used to promote the event

Please Submit to: Agustin Garcia, Director of Economic Development

Mail To:
P.O. Box 380280
Duncanville, TX 75138-0280

Drop Off: Economic
Development 203 E.
Wheatland Rd.
Duncanville, TX 75116

For questions, please call 972.780.4997.

2022

Hotel Occupancy Funding Application

Date: _____7/12/2022_____

Organization Information

Name of Organization: _____Great American Shoot-Out_____

Address: _____12405 Water Oak Drive_____

City, State, Zip: _____Fort Worth TX 76244_____

Contact Name: ___Sam Lowe_____ Contact Phone Number: __214-207-4473_____

Web Site Address for Event or Sponsoring Entity: ____www.greatamericanshootout.com_____

Non-Profit or For-Profit Status: ___For-Profit____ Tax ID #: ____82-3106758_____

Entity's Creation Date: ____2014_____

Purpose of your organization: ___Basketball tournaments for 6th to 12th grade basketball players to participate against other top players and teams in a competitive environment in front of college coaches_____

_____

Event Information

Name of Event or Project: _____Great American Shoot-Out_____

Date of Event/Project: March 5 and May 31-April 2 and April 21-23 and April 28-30 and July 6-9, 2023

Primary Location of Event or Project: __Duncanville Fieldhouse and Duncanville High School _____

Amount Requested: $60,000_____

How will the funds be used? _____Rental of local Duncanville facilities for the event _____

_____

_____

Primary Purpose of Funded Activity/Facility:

Sporting events (basketball tournaments) that will create tourism and travel to the city of Duncanville. Players, families and coaches travel across the state and country to participate in the Great American Shoot-Out tournaments that are held in front of college coaches from across the country

Percentage of Hotel Tax Support of Related Costs

___20%__ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

___60%__ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

___0%__ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities _____N/A_____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☐ **b) Registration of Convention Delegates**: furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: $_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☐ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums**. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☐ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested under this category: $60,000_____

How many individuals are expected to participate in the sporting related event? __38,000_____

2022

How many of the participants at the sporting related event are expected to be from another city or county? ___37,000 will be from outside Duncanville, 25,000 from outside Dallas county and about 15,000 outside the metro area that would need hotel nights (estimates from years of tournaments experience) _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

Teams will be traveling to Duncanville from all over Texas, bordering states and states from across the country to attend the Great American Shoot-Out. These teams will need lodging for the coaches, players and family members. They seek to stay as close as possible to the main playing sites (Duncanville Fieldhouse and Duncanville High School) so they typically fill up the Duncanville hotels first.

In detail, describe how the funds will be used and include appropriate documentation.

Funds awarded are used to secure facilities in Duncanville (Fieldhouse and High School). The costs of the gyms alone will be more than the grant itself. Payment receipts in 2022 for Duncanville Fieldhouse are attached to this application. They are over $50,000 in 2022 and we are adding an extra weekend in Duncanville in 2023 which will take Fieldhouse costs over $60,000. The Duncanville high school costs are similar in nature which puts our total facility costs in Duncanville at well over $100,000 in 2023.

☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city**. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

In detail, describe how the funds will be used and include appropriate documentation.

_____

☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality**. Amount requested under this category: $_____

What tourist attractions will be the subject of the signs?

_____

_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: _34 years/12 years in Duncanville_____
2. Expected Attendance: __38,000 at 5 events combined_____
3. How many people attending the Event or Project will use Duncanville hotels?

   ___15,000_____ Number of rooms rented for your event: _Hotels confirm capacity or next capacity each year. We advertise the Duncanville hotels on our website and the hotels are given our dates to setup room blocks or just accept team reservations as needed._____
4. Did you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? GASO is in communication with the local hotels each fall to give them our dates. The Hilton Garden Inn sets up room blocks for the teams that are fully used and has a referee group that stays there as well. The Best Western, LaQuinta and Holiday Inn Express are all made aware of the dates to prepare and price their rooms as they desire for the influx of teams and attendees. Each Duncanville hotel receives priority listing on our website to direct teams to book with the Duncanville hotels.
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	**Assistance Amount**	**Number of Hotel Rooms Used**
____April-July 2022_____	__$50,000_____	__Hotels report capacity____
____April-July 2021_____	__$45,000_____	__Hotels report capacity____
____June-August 2020___	__$32,205_____	__Hotels reported increased volume during Covid_____
_____	_____	_____
_____	_____	_____

* **Documentation must be included from each Duncanville hotel that supported the number of rooms used for all years. (also see answer below as the hotels book rooms on an individual and team by team basis. They do not report numbers to GASO but are full consistently during weekends GASO is in town)**

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? We annually communicate with the hotel operators and they express being at capacity or near capacity (90%+ full) for all GASO event weekends. They report a large number of teams, families and coaches affiliated with our events are lodging at their facilities. They do not return to us a specific room count. The hotels book at the rate they best see fit and have been very successful and widely booked during our events.
7. Please list other organization, government entities, and grants that have offered financial support to your project: _____No other organizations or government entity has contributed funds ____
8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   _____The event does charge an admission fee to the teams and does record a net profit. The proceeds from the admission are used to cover other rental expenses (DHS) and pay for referees, clock and book keepers, trainers, gym directors and insurance. The anticipated profit is used to pay company employees and their salaries as the profit can range from $15,000 to $20,000 for the event.____

   Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

   Newspaper: $_____ Radio: $_____ TV: $_____
   Other Paid Advertising: $__6,000_____

   Number of Press Releases/Media Alerts sent to the Media: _GASO regularly promotes the events as DUNCANVILLE GASO through twitter, Instagram and other social media avenues that the teams, players and fans follow.____
   Number of Direct Mailings to out-of-town recipients: _GASO regularly emails and texts teams directly through a multi-pronged E-based mailing system____

Other Promotions: ____GASO has bought a sponsorship package at Duncanville Fieldhouse to support the facility and promote the events_____

9. Will you include a link to the City/CVB or other source on your promotional handouts and in your website for booking hotel nights during this event?
__YES_____

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
__Hotels set the room rate at the price they feel most comfortable for them to reach capacity and maximize profits. Our website posts the hotel contact information to book rooms at those local hotels. _____

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

The Duncanville GASO events have become a regular stop for many teams locally, regionally, and nationally during the spring and summer. A large number of our teams are "regulars". They return each year and they are very familiar with the surroundings of the gyms and the hotels and restaurants. They stay at the same hotels each year as they get comfortable with the process.

GASO promotes all the Duncanville hotels as the best sites to stay at for proximity and ease to attend our events. Teams receive email, texts, and social media notifications that push the Duncanville hotels as the first and best place to stay for GASO events.

The Duncanville hotels are typically at capacity during many of the GASO weekends and teams begin to branch out to hotels in the DFW area such as Grand Prairie, Cedar Hill, Arlington and Dallas as the Duncanville hotels are full.

What geographic areas does your advertising and promotion reach? __Our promotions reach a vast region as we have 34,000 followers on twitter, thousands of teams on our email distribution list and we have teams regularly from over a dozen states attending the events

12. How many individuals will your proposed marketing reach that are in another city or county? ___30,000+ but hard to tell with the wide scope and spread that social media provides. Could be much larger._____

13. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: _38,000 at Duncanville Fieldhouse and High School__

Percentage of those in attendance that are staying at area hotels/lodging facilities: __40%___

Please Submit To: Agustin Garcia, Director of Economic Development

Mail To:
P.O. Box 380280
Duncanville, TX 75138-0280

Drop Off:
Economic Development 203
E. Wheatland Rd.
Duncanville, TX 75116

For questions, please call 972.780.4997.

Duncanville
City of Champions

March 2022



DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

DUNCANVILLE FIELD HOUSE - BLUE 1

Thursday, July 8, 2021				
Time	**Division**	**Home**	**Away**	**Score**
1:30 PM	NBA (Pool AA)	Elevate	**TJ Ford Elite**	49 - 58
2:40 PM	NBA (Pool F/A)	HD Toros Elite	**Drive Nation EYBL 17**	29 - 69
3:50 PM	NBA (Pool B)	Proskills EYBL 16	**JL3 EYBL 16**	50 - 63
5:00 PM	NBA (Pool C)	**Proskills EYBL 15**	JL3 EYBL 15	52 - 44
6:10 PM	NBA (Pool F)	Oklahoma Wolfpack 2022 Black	**SABO Gold**	53 - 63
7:20 PM	NBA (Pool D)	**Drive Nation Austin Black**	The Factory 17 (AZ)	58 - 57
8:30 PM	NBA (Pool B)	JL3 EYBL 16	**Team Griffin EYBL 16**	59 - 69
Friday, July 9, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Pool N)	**Texas Swish 2022**	JGB 23	69 - 54
10:10 AM	NBA (Pool T)	**Triumph 2023 G1**	OTF	72 - 48
11:20 AM	NBA (Pool C)	JL3 EYBL 15	**Drive Nation EYBL 15**	41 - 52
12:30 PM	NBA (Pool EE)	Houston Defenders 17U Rise	**Dallas Mustangs 17**	55 - 71
1:40 PM	NBA (Pool K)	Lone Star Elite 17 Red	**NEB 17**	55 - 67
2:50 PM	NBA (Pool Z)	**HD Toros Select**	GOAT Elite	56 - 52
4:00 PM	NBA (Pool V)	Valley Rebels Elite	**Dallas Elite**	47 - 53
5:10 PM	NBA (Pool A/E)	**Team Griffin EYBL 17**	Colorado Miners 17U Gold	49 - 31
6:20 PM	NBA (Pool B)	**Max Levels Elite 16**	Team Griffin EYBL 16	69 - 57
7:30 PM	NBA (Pool EE)	TX Legion Elite	**Dallas Mustangs 17**	61 - 65
8:40 PM	NBA (Pool CC)	Montana Rebels 16U Black	**Beast Up 16U**	51 - 60
Saturday, July 10, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Consolation 2nd Place (G1))	Houston Raptors - Benjamin	**Elite23 17s**	51 - 57
10:10 AM	NBA (Pool E/F)	Team Imperial Elite	**JL3 Moochie**	42 - 56
11:20 AM	NBA (Pool A/G)	**Max Levels Elite 17**	Bahamas Jaguars 16	66 - 25
12:30 PM	NBA (Pool F)	**Proskills Austin Black**	Oklahoma City Rise	58 - 49
1:40 PM	NBA (Pool C)	Proskills EYBL 15	**Team Griffin EYBL 15**	65 - 74
2:50 PM	NBA (Pool E)	**Texas Dynasty**	Texas Playmakers 2022 Elite	55 - 53
4:00 PM	NBA (Pool D)	**The Factory 17 (AZ)**	ATX Future 17U Elite	58 - 41
5:10 PM	NBA (Championship Blue (G6))	D5 Global Black	**Team Buddy Buckets 16U**	41 - 43
6:20 PM	NBA (Consolation 3rd/4th (G2))	**Abilene Select**	Texas CGTW	52 - 47
7:30 PM	NBA (Championship Red (G9))	TRT Academy	**Colorado Collective 2022**	43 - 48
8:40 PM	NBA (Championship Blue (G9))	**Houston Rockstars**	Elevate	64 - 60
Sunday, July 11, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Consolation 2nd/3rd (G9))	**ProSkills - McQuaid**	Blade Elite 2022	54 - 51
10:10 AM	NBA (Pool G/B)	ProSkills - Lee	**Max Levels Elite 16**	61 - 64
11:20 AM	NBA (Pool A/D)	Max Levels Elite 17	**The Factory 17 (AZ)**	61 - 63

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DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

DUNCANVILLE FIELD HOUSE - BLUE 1

12:30 PM	NBA (Pool D/E)	**Drive Nation Austin Black**	Colorado Miners 17U Gold	58 - 53
1:40 PM	NBA (Pool C/G)	Max Levels Elite 15	**ASAK 16U**	53 - 67
2:50 PM	NBA (Pool B/G)	Max Levels Elite 16	**Team Griffin 2023 Select**	56 - 63

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DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

DUNCANVILLE FIELD HOUSE - BLUE 2

Thursday, July 8, 2021				
Time	**Division**	**Home**	**Away**	**Score**
1:30 PM	NBA (Pool F/D)	**JL3 Moochie**	ATX Future 17U Elite	56 - 51
2:40 PM	NBA (Pool E)	Colorado Miners 17U Gold	**ATX Lockdown 17U**	40 - 70
3:50 PM	NBA (Pool F/A)	Oklahoma City Rise	**JL3 EYBL 17**	34 - 53
5:00 PM	NBA (Pool C/G)	**Team Griffin EYBL 15**	Dallas Mustangs 16	67 - 36
6:10 PM	NBA (Pool C)	**Houston Hoops EYBL 15**	Max Levels Elite 15	56 - 53
7:20 PM	NBA (Pool A)	Team Griffin EYBL 17	**Houston Hoops EYBL 17**	43 - 60
8:30 PM	NBA (Pool A)	JL3 EYBL 17	**Proskills EYBL 17**	74 - 75
Friday, July 9, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Pool E/B)	Team Imperial Elite	**Drive Nation EYBL 16**	46 - 66
10:10 AM	NBA (Pool A/E)	**JL3 EYBL 17**	ATX Lockdown 17U	68 - 60
11:20 AM	NBA (Pool D/A)	ASAK 17U	**Team Griffin EYBL 17**	57 - 60
12:30 PM	NBA (Pool B)	Proskills EYBL 16	**Team Griffin EYBL 16**	57 - 63
1:40 PM	NBA (Pool B/D)	**Houston Hoops EYBL 16**	ATX Future 17U Elite	67 - 25
2:50 PM	NBA (Pool A/E)	**Houston Hoops EYBL 17**	Colorado Miners 17U Gold	86 - 32
4:00 PM	NBA (Pool B/E)	**Houston Hoops EYBL 16**	Texas Dynasty	71 - 49
5:10 PM	NBA (Pool C)	Team Griffin EYBL 15	**Max Levels Elite 15**	54 - 59
6:20 PM	NBA (Pool A)	Proskills EYBL 17	**Drive Nation EYBL 17**	68 - 72
7:30 PM	NBA (Pool A)	**Houston Hoops EYBL 17**	Max Levels Elite 17	84 - 67
8:40 PM	NBA (Pool G)	ProSkills - Lee	**Team Griffin 2023 Select**	53 - 72
Saturday, July 10, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Consolation 2nd Place (G2))	**Proskills SA 22**	Lone Star Elite 17 Red	75 - 74
10:10 AM	NBA (Pool B/D)	**Drive Nation EYBL 16**	Bahamas Jaguars 17	67 - 45
11:20 AM	NBA (Pool D/A)	ASAK 17U	**Houston Hoops EYBL 17**	48 - 65
12:30 PM	NBA (Pool A/D)	**Drive Nation EYBL 17**	The Factory 17 (AZ)	66 - 49
1:40 PM	NBA (Pool A/E)	**Team Griffin EYBL 17**	ATX Lockdown 17U	73 - 44
2:50 PM	NBA (Pool E)	Colorado Miners 17U Gold	**Texas Hardwork**	50 - 66
4:00 PM	NBA (Pool G)	**ASAK 16U**	Bahamas Jaguars 16	69 - 30
5:10 PM	NBA (Pool B/D)	Max Levels Elite 16	**ASAK 17U**	59 - 66
6:20 PM	NBA (Consolation 3rd/4th (G3))	**ASAK 15U**	Bigtyme Sports Red	53 - 40
7:30 PM	NBA (Championship Red (G10))	Proskills SA 21	**Texas Swish 2022**	66 - 67
8:40 PM	NBA (Championship Blue (G10))	**TJ Ford Elite**	Beast Up 16U	81 - 70
Sunday, July 11, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Consolation 2nd Place (G12))	**SAHE 22**	Dallas Elite	58 - 52
10:10 AM	NBA (Pool C/G)	**Max Levels Elite 15**	Dallas Mustangs 16	48 - 46

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DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

DUNCANVILLE FIELD HOUSE - BLUE 2

11:20 AM	NBA (Championship Red (G13))	**Colorado Collective 2022**	Texas Swish 2022	71 - 68
12:30 PM	NBA (Pool E/F)	**Team Imperial Elite**	Oklahoma Wolfpack 2022 Black	64 - 50
1:40 PM	NBA (Consolation 3rd Place (G13))	**Houston FAM Elite**	Triumph 2022 G2	71 - 65
2:50 PM	NBA (Consolation 3rd/4th (G14))	**DFW Defenders**	Montana Rebels 17U Black	59 - 57

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DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

DUNCANVILLE FIELD HOUSE - BLUE 3

Thursday, July 8, 2021				
Time	**Division**	**Home**	**Away**	**Score**
1:30 PM	NBA (Pool E)	Texas Dynasty	**Texas Hardwork**	58 - 63
2:40 PM	NBA (Pool D)	Bahamas Jaguars 17	**Houston Flight 17**	31 - 35
3:50 PM	NBA (Pool B/D)	**Houston Hoops EYBL 16**	The Factory 17 (AZ)	66 - 42
5:00 PM	NBA (Pool E)	**Team Imperial Elite**	Texas Playmakers 2022 Elite	54 - 53
6:10 PM	NBA (Pool C/E)	Drive Nation EYBL 15	**Texas Hardwork**	58 - 61
7:20 PM	NBA (Pool B/D)	**Houston Hoops EYBL 16**	ASAK 17U	71 - 48
8:30 PM	NBA (Pool C/G)	JL3 EYBL 15	**Texas Playmakers 2023 Elite**	51 - 53
Friday, July 9, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Pool N)	SA Mustangs	**1NE Percent**	51 - 56
10:10 AM	NBA (Pool EE)	**TX Legion Elite**	Dallas Showtyme 17 White	62 - 43
11:20 AM	NBA (Pool Y)	**Houston Rockstars**	MMB Elite 2022 Gold	56 - 53
12:30 PM	NBA (Pool B)	**Drive Nation EYBL 16**	JL3 EYBL 16	70 - 59
1:40 PM	NBA (Pool M)	**Proskills SA 21**	Triumph 2022 G2	70 - 44
2:50 PM	NBA (Pool C/G)	JL3 EYBL 15	**ProSkills - Lee**	71 - 76
4:00 PM	NBA (Pool A/D)	**JL3 EYBL 17**	Bahamas Jaguars 17	66 - 50
5:10 PM	NBA (Pool D)	**The Factory 17 (AZ)**	Houston Flight 17	74 - 41
6:20 PM	NBA (Pool C)	Proskills EYBL 15	**Houston Hoops EYBL 15**	50 - 52
7:30 PM	NBA (Pool BB)	**Midland Mustangs**	ProSkills - McQuaid	59 - 56
8:40 PM	NBA (Pool FF)	Montana Rebels 17U Black	**TA Elite Black Mann**	49 - 56
Saturday, July 10, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Consolation 2nd Place (G3))	**Houston Hoops 2023 Randerson**	Arlington Force 17U Premier	59 - 48
10:10 AM	NBA (Pool D/B)	Drive Nation Austin Black	**Team Griffin EYBL 16**	59 - 67
11:20 AM	NBA (Pool C)	Drive Nation EYBL 15	**Houston Hoops EYBL 15**	43 - 57
12:30 PM	NBA (Pool G)	**ProSkills - Lee**	Texas Playmakers 2023 Elite	62 - 59
1:40 PM	NBA (Pool F)	**HD Toros Elite**	SABO Gold	62 - 55
2:50 PM	NBA (Pool G)	Dallas Mustangs 16	**Team Griffin 2023 Select**	59 - 76
4:00 PM	NBA (Pool B/D)	**Proskills EYBL 16**	Houston Flight 17	50 - 44
5:10 PM	NBA (Pool D/A)	Drive Nation Austin Black	**Max Levels Elite 17**	52 - 58
6:20 PM	NBA (Pool G)	**Team Griffin 2023 Select**	Texas Playmakers 2023 Elite	62 - 54
7:30 PM	NBA (Pool G)	ProSkills - Lee	**ASAK 16U**	54 - 63
8:40 PM	NBA (Pool E)	**Team Imperial Elite**	Texas Dynasty	62 - 59
Sunday, July 11, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Consolation 2nd/3rd (G10))	**BIG BB Academy Hurricanes**	TX Legion Elite	55 - 54
10:10 AM	NBA (Pool F/G)	**House4Hoops 17**	Bahamas Jaguars 16	50 - 37

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DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

DUNCANVILLE FIELD HOUSE - BLUE 3

11:20 AM	NBA (Championship Red (G14))	The Factory 16 (AZ)	**SA Dream Team**	49 - 65
12:30 PM	NBA (Pool F/D)	**Proskills Austin Black**	Houston Flight 17	63 - 57
1:40 PM	NBA (Consolation 3rd Place (G14))	**Next Level Oklahoma**	Valley Rebels Elite	64 - 53
2:50 PM	NBA (Championship Red (G15))	Colorado Collective 2022	**SA Dream Team**	66 - 74

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DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

DUNCANVILLE FIELD HOUSE - GREEN 1

Thursday, July 8, 2021				
Time	**Division**	**Home**	**Away**	**Score**
1:30 PM	NBA (Pool I)	**Team Buddy Buckets KS 2022**	Elite23 17s	69 - 66
2:40 PM	NBA (Pool L)	Colorado Miners 17U Select	**Houston Hoops 2023 Randerson**	51 - 73
3:50 PM	NBA (Pool W)	San Antonio Trilogy	**Proskills Austin Red**	37 - 59
5:00 PM	NBA (Pool Q)	**The Factory 16 (AZ)**	San Antonio Fire 2023	73 - 61
6:10 PM	NBA (Pool AA)	**Elevate**	ASAK 15U	48 - 43
7:20 PM	NBA (Pool EE)	Houston Defenders 17U Rise	**TX Legion Elite**	58 - 75
8:30 PM	NBA (Pool I)	Team Buddy Buckets KS 2022	**STAT ELITE 17U**	69 - 74
Friday, July 9, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Pool O)	Westside Bulls Red	**D5 Global Gold**	39 - 56
10:10 AM	NBA (Pool O)	SA Legends	**Texas Kamikaze Green**	52 - 54
11:20 AM	NBA (Pool T)	**SAHE 22**	GP Blazers	68 - 35
12:30 PM	NBA (Pool G)	**ASAK 16U**	Texas Playmakers 2023 Elite	70 - 46
1:40 PM	NBA (Pool J)	Triumph 2022 G1	**3D Empire 2022**	65 - 70
2:50 PM	NBA (Pool C)	Houston Hoops EYBL 15	**Team Griffin EYBL 15**	55 - 57
4:00 PM	NBA (Pool J)	**Colorado Collective 2022**	Proskills SA 22	54 - 53
5:10 PM	NBA (Pool E)	Team Imperial Elite	**Texas Hardwork**	46 - 47
6:20 PM	NBA (Pool U)	West Texas Blazers	**Cyclones**	64 - 65
7:30 PM	NBA (Pool Z)	Abilene Select	**MC Elite 2022**	47 - 59
8:40 PM	NBA (Pool CC)	Saints Elite	**Blade Elite 2022**	45 - 79
Saturday, July 10, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Consolation 2nd Place (G4))	**1NE Percent**	Westside Bulls Red	73 - 63
10:10 AM	NBA (Consolation 2nd Place (G7))	**SAHE 22**	Cyclones	64 - 59
11:20 AM	NBA (Consolation 2nd Place (G8))	**Dallas Elite**	Texas Express Yates Blue	51 - 46
12:30 PM	NBA (Championship Red (G2))	**Colorado Collective 2022**	NEB 17	77 - 64
1:40 PM	NBA (Championship Red (G5))	ATX Future 16U	**The Factory 16 (AZ)**	48 - 58
2:50 PM	NBA (Championship Red (G8))	**SA Dream Team**	Proskills Austin Red	71 - 66
4:00 PM	NBA (Championship Blue (G3))	**TJ Ford Elite**	SA Future	83 - 71
5:10 PM	NBA (Championship Blue (G7))	Proskills SA 23 Black	**Texas Boyz - Blue**	52 - 64
6:20 PM	NBA (Consolation 3rd/4th (G4))	Saints Elite	**Team Imperial Varsity**	56 - 57
7:30 PM	NBA (Championship Red (G11))	**The Factory 16 (AZ)**	Gators Elite	66 - 62
8:40 PM	NBA (Championship Blue (G11))	**Dallas Mustangs 17**	Team Buddy Buckets 16U	71 - 66
Sunday, July 11, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Consolation 2nd/3rd (G11))	**TA Elite Black Mann**	Montana Rebels 16U Black	73 - 55
10:10 AM	NBA (Pool F)	**JL3 Moochie**	HD Toros Elite	67 - 56

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DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

DUNCANVILLE FIELD HOUSE - GREEN 1

11:20 AM	NBA (Championship Blue (G13))	**Houston Rockstars**	TJ Ford Elite	62 - 52
12:30 PM	NBA (Pool D/E)	ASAK 17U	**Texas Dynasty**	38 - 57
1:40 PM	NBA (Consolation 4th Place (G13))	**STAT ELITE 17U**	JGB 23	61 - 34
2:50 PM	NBA (Championship Blue (G15))	Houston Rockstars	**Dallas Mustangs 17**	58 - 72

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DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

DUNCANVILLE FIELD HOUSE - GREEN 2

Thursday, July 8, 2021				
Time	**Division**	**Home**	**Away**	**Score**
1:30 PM	NBA (Pool H)	Baller Nation	**Houston Raptors - Benjamin**	37 - 69
2:40 PM	NBA (Pool H)	Arnold Elite Nation 21/22	**TRT Academy**	41 - 73
3:50 PM	NBA (Pool Q)	Lone Star Elite 16	**AGA Mayfield**	52 - 58
5:00 PM	NBA (Pool F)	House4Hoops 17	**Proskills Austin Black**	42 - 55
6:10 PM	NBA (Pool W)	**Texas Express Yates Blue**	P.U.S.H. Athletics Academy - Belvin	54 - 33
7:20 PM	NBA (Pool EE)	**Dallas Mustangs 17**	Dallas Showtyme 17 White	67 - 49
8:30 PM	NBA (Pool I)	**Elite23 17s**	United Ballers Black	72 - 64
Friday, July 9, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Pool G)	**Dallas Mustangs 16**	ASAK 16U	47 - 38
10:10 AM	NBA (Pool F)	Proskills Austin Black	**Oklahoma Wolfpack 2022 Black**	42 - 63
11:20 AM	NBA (Pool F)	**House4Hoops 17**	HD Toros Elite	68 - 63
12:30 PM	NBA (Pool F)	Oklahoma City Rise	**SABO Gold**	50 - 60
1:40 PM	NBA (Pool DD)	BIG BB Academy Hurricanes	**United Ballers Red**	35 - 48
2:50 PM	NBA (Pool II)	**Arkansas Mavericks**	Next Level Raiders Elite	44 - 41
4:00 PM	NBA (Pool P)	**Next Level Oklahoma**	3D Eagles Elite	63 - 55
5:10 PM	NBA (Pool D)	**Drive Nation Austin Black**	ASAK 17U	75 - 56
6:20 PM	NBA (Pool V)	**SA Dream Team**	Texas Lone Star Blue	78 - 69
7:30 PM	NBA (Pool X)	El Paso Titans	**ProSkills Chad**	56 - 61
8:40 PM	NBA (Pool FF)	**D5 Global Black**	Proskills SA 23 Red	67 - 52
Saturday, July 10, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Consolation 2nd Place (G5))	3D Eagles Elite	**San Antonio Fire 2023**	57 - 59
10:10 AM	NBA (Pool G/B)	Dallas Mustangs 16	**Max Levels Elite 16**	63 - 71
11:20 AM	NBA (Pool F)	House4Hoops 17	**Oklahoma Wolfpack 2022 Black**	40 - 59
12:30 PM	NBA (Championship Red (G3))	SA Fire 2022	**Proskills SA 21**	49 - 64
1:40 PM	NBA (Championship Red (G6))	H&H Elite 2022 (OK)	**Gators Elite**	53 - 55
2:50 PM	NBA (Championship Blue (G1))	ProSkills Chad	**Houston Rockstars**	52 - 67
4:00 PM	NBA (Championship Blue (G4))	**Beast Up 16U**	SAF Hybrid	77 - 55
5:10 PM	NBA (Championship Blue (G8))	Arkansas Mavericks	**MC Elite 2022**	66 - 69
6:20 PM	NBA (Pool C/E)	Max Levels Elite 15	**Texas Hardwork**	47 - 68
7:30 PM	NBA (Pool D)	**ATX Future 17U Elite**	Bahamas Jaguars 17	54 - 38
8:40 PM	NBA (Championship Blue (G12))	Texas Boyz - Blue	**MC Elite 2022**	61 - 72
Sunday, July 11, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Consolation 2nd/3rd (G12))	SABO Blue	**Next Level Raiders Elite**	60 - 70
10:10 AM	NBA (Pool F/G)	**SABO Gold**	Texas Playmakers 2023 Elite	70 - 66

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DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

DUNCANVILLE FIELD HOUSE - GREEN 2

11:20 AM	NBA (Pool F/E)	Oklahoma City Rise	**ATX Lockdown 17U**	39 - 57
12:30 PM	NBA (Pool D/E)	ATX Future 17U Elite	**Texas Hardwork**	51 - 69
1:40 PM	NBA (Pool F/E)	Oklahoma City Rise	**Texas Playmakers 2022 Elite**	38 - 66
2:50 PM	NBA (Consolation 4th Place (G14))	**Lone Star Elite 16**	Texas Lone Star Blue	69 - 66

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DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

DUNCANVILLE FIELD HOUSE - GREEN 3

Thursday, July 8, 2021				
Time	**Division**	**Home**	**Away**	**Score**
1:30 PM	NBA (Pool G)	Bahamas Jaguars 16	**Texas Playmakers 2023 Elite**	33 - 69
2:40 PM	NBA (Pool L)	**SA Fire 2022**	SHB Sports	49 - 37
3:50 PM	NBA (Pool R)	B&B 11th Black (CO)	**H&H Elite 2022 (OK)**	50 - 72
5:00 PM	NBA (Pool R)	DC Kings San Antonio	**Dallas Razorbacks Dwight**	43 - 60
6:10 PM	NBA (Pool AA)	**TJ Ford Elite**	RTK	78 - 65
7:20 PM	NBA (Pool GG)	Believe	**Proskills SA 23 Black**	43 - 66
8:30 PM	NBA (Pool GG)	**Team Imperial Varsity**	Montana Rebels 17U White	57 - 32
Friday, July 9, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Pool B)	**JL3 EYBL 16**	Max Levels Elite 16	64 - 50
10:10 AM	NBA (Pool Q)	**The Factory 16 (AZ)**	Lone Star Elite 16	66 - 61
11:20 AM	NBA (Pool S)	OYG Savage (OK)	**Gators Elite**	52 - 59
12:30 PM	NBA (Pool Y)	**Team Buddy Buckets 16U**	TX D1 Nation	66 - 47
1:40 PM	NBA (Pool H)	**Houston Raptors - Benjamin**	Arnold Elite Nation 21/22	51 - 31
2:50 PM	NBA (Pool K)	Louisiana Roundballers	**Houston FAM Elite**	47 - 64
4:00 PM	NBA (Pool M)	Oklahoma Wolfpack 2022 White	**Arlington Force 17U Premier**	41 - 52
5:10 PM	NBA (Pool P)	San Antonio Bearcats	**ATX Future 16U**	57 - 78
6:20 PM	NBA (Pool U)	**THP Elite - Orange**	HG Elite HS Boys	62 - 53
7:30 PM	NBA (Pool X)	Rain Makers (MO)	**SAF Hybrid**	59 - 63
8:40 PM	NBA (Pool GG)	**Believe**	Montana Rebels 17U White	56 - 51
Saturday, July 10, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Consolation 2nd Place (G6))	Dallas Razorbacks Dwight	**West Texas Force**	50 - 66
10:10 AM	NBA (Pool E)	**Colorado Miners 17U Gold**	Texas Playmakers 2022 Elite	52 - 50
11:20 AM	NBA (Championship Red (G1))	**TRT Academy**	Team Buddy Buckets KS 2022	79 - 54
12:30 PM	NBA (Championship Red (G4))	**Texas Swish 2022**	D5 Global Gold	68 - 50
1:40 PM	NBA (Championship Red (G7))	**Triumph 2023 G1**	THP Elite - Orange	46 - 35
2:50 PM	NBA (Championship Blue (G2))	HD Toros Select	**Elevate**	49 - 56
4:00 PM	NBA (Championship Blue (G5))	United Ballers Red	**Dallas Mustangs 17**	37 - 76
5:10 PM	NBA (Consolation 2nd/3rd (G6))	Believe	**Montana Rebels 16U Black**	47 - 51
6:20 PM	NBA (Consolation 3rd/4th (G5))	**DFW Defenders**	Dallas Showtyme 17 White	76 - 50
7:30 PM	NBA (Championship Red (G12))	Triumph 2023 G1	**SA Dream Team**	58 - 71
8:40 PM	NBA (Consolation 2nd Place (G10))	**Houston Hoops 2023 Randerson**	1NE Percent	69 - 51
Sunday, July 11, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Consolation 3rd/4th (G9))	MMB Elite 2022 Gold	**Abilene Select**	50 - 59
10:10 AM	NBA (Consolation 3rd/4th (G10))	ASAK 15U	**Team Imperial Varsity**	37 - 42

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DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

DUNCANVILLE FIELD HOUSE - GREEN 3

11:20 AM	NBA (Consolation 3rd/4th (G11))	**DFW Defenders**	Fort Worth Crush	61 - 55
12:30 PM	NBA (Consolation 3rd/4th (G12))	His Hoops 17U	**Montana Rebels 17U Black**	44 - 74
1:40 PM	NBA (Consolation 2nd/3rd (G14))	**TA Elite Black Mann**	Next Level Raiders Elite	68 - 54
2:50 PM	NBA (Pool G/D)	ProSkills - Lee	**Bahamas Jaguars 17**	45 - 63

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DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

DUNCANVILLE HIGH SCHOOL - COURT 1

Thursday, July 8, 2021				
Time	**Division**	**Home**	**Away**	**Score**
1:30 PM	NBA (Pool G)	Team Griffin 2023 Select	**ASAK 16U**	61 - 66
2:40 PM	NBA (Pool N)	**Texas Swish 2022**	SA Mustangs	74 - 58
3:50 PM	NBA (Pool S)	OYG Savage (OK)	**West Texas Force**	46 - 66
5:00 PM	NBA (Pool X)	**El Paso Titans**	Rain Makers (MO)	54 - 47
6:10 PM	NBA (Pool BB)	Midland Mustangs	**SA Future**	70 - 74
7:20 PM	NBA (Pool HH)	Texas CGTW	**Texas Boyz - Blue**	61 - 71
8:30 PM	NBA (Pool E)	**ATX Lockdown 17U**	Texas Playmakers 2022 Elite	64 - 54
Friday, July 9, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Pool P)	Next Level Oklahoma	**ATX Future 16U**	63 - 77
10:10 AM	NBA (Pool D)	**Drive Nation Austin Black**	ATX Future 17U Elite	59 - 57
11:20 AM	NBA (Pool F/E)	**JL3 Moochie**	Texas Playmakers 2022 Elite	63 - 48
12:30 PM	NBA (Pool A/D)	**Max Levels Elite 17**	Bahamas Jaguars 17	71 - 39
1:40 PM	NBA (Pool FF)	**Montana Rebels 17U Black**	Proskills SA 23 Red	74 - 41
2:50 PM	NBA (Pool H)	Baller Nation	**TRT Academy**	42 - 60
4:00 PM	NBA (Pool N)	**Texas Swish 2022**	1NE Percent	56 - 48
5:10 PM	NBA (Pool F)	**House4Hoops 17**	Oklahoma City Rise	46 - 27
6:20 PM	NBA (Pool F)	Proskills Austin Black	**SABO Gold**	66 - 73
7:30 PM	NBA (Pool F)	HD Toros Elite	**Oklahoma Wolfpack 2022 Black**	52 - 59
8:40 PM	NBA (Pool GG)	**Proskills SA 23 Black**	Team Imperial Varsity	76 - 63
Saturday, July 10, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Consolation 4th Place (G1))	Arnold Elite Nation 21/22	**STAT ELITE 17U**	54 - 83
10:10 AM	NBA (Consolation 3rd Place (G1))	Baller Nation	**United Ballers Black**	45 - 66
11:20 AM	NBA (Consolation 4th Place (G4))	**JGB 23**	SA Legends	58 - 48
12:30 PM	NBA (Consolation 3rd Place (G4))	SA Mustangs	**Texas Kamikaze Green**	45 - 53
1:40 PM	NBA (Consolation 3rd Place (G7))	**OTF**	West Texas Blazers	49 - 46
2:50 PM	NBA (Consolation 3rd Place (G8))	**Valley Rebels Elite**	P.U.S.H. Athletics Academy - Belvin	60 - 53
4:00 PM	NBA (Consolation 2nd/3rd (G3))	**BIG BB Academy Hurricanes**	GOAT Elite	49 - 34
5:10 PM	NBA (Consolation 2nd/3rd (G7))	**SABO Blue**	David Jones Select	71 - 42
6:20 PM	NBA (Pool F)	JL3 Moochie	**Oklahoma Wolfpack 2022 Black**	32 - 69
7:30 PM	NBA (Pool F)	**House4Hoops 17**	SABO Gold	59 - 58
8:40 PM	NBA (Pool F)	Proskills Austin Black	**HD Toros Elite**	50 - 73
Sunday, July 11, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Consolation 3rd Place (G9))	United Ballers Black	**Houston FAM Elite**	50 - 51
10:10 AM	NBA (Consolation 3rd Place (G12))	OTF	**Valley Rebels Elite**	42 - 54

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DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

DUNCANVILLE HIGH SCHOOL - COURT 1

11:20 AM	NBA (Consolation 4th Place (G11))	**Lone Star Elite 16**	Fort Worth Jayhawks - Villines	60 - 59
12:30 PM	NBA (Consolation 2nd Place (G14))	**West Texas Force**	SAHE 22	58 - 53
1:40 PM	NBA (Consolation 3rd/4th (G13))	Abilene Select	**Team Imperial Varsity**	52 - 55



DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

DUNCANVILLE HIGH SCHOOL - COURT 2

Thursday, July 8, 2021				
Time	**Division**	**Home**	**Away**	**Score**
1:30 PM	NBA (Pool I)	STAT ELITE 17U	**United Ballers Black**	53 - 62
2:40 PM	NBA (Pool N)	JGB 23	**1NE Percent**	49 - 56
3:50 PM	NBA (Pool S)	**Gators Elite**	Fort Worth Jayhawks - Villines	75 - 52
5:00 PM	NBA (Pool X)	SAF Hybrid	**ProSkills Chad**	60 - 68
6:10 PM	NBA (Pool BB)	Bigtyme Sports Red	**ProSkills - McQuaid**	39 - 58
7:20 PM	NBA (Pool J)	**Colorado Collective 2022**	3D Empire 2022	78 - 71
8:30 PM	NBA (Pool HH)	His Hoops 17U	**SABO Blue**	54 - 61
Friday, July 9, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Pool P)	San Antonio Bearcats	**3D Eagles Elite**	49 - 55
10:10 AM	NBA (Pool U)	**West Texas Blazers**	HG Elite HS Boys	65 - 54
11:20 AM	NBA (Pool E/D)	**Texas Hardwork**	Houston Flight 17	67 - 47
12:30 PM	NBA (Pool FF)	**D5 Global Black**	TA Elite Black Mann	50 - 47
1:40 PM	NBA (Pool G)	**Dallas Mustangs 16**	Bahamas Jaguars 16	38 - 30
2:50 PM	NBA (Pool N)	**SA Mustangs**	JGB 23	56 - 43
4:00 PM	NBA (Pool S)	**OYG Savage (OK)**	Fort Worth Jayhawks - Villines	59 - 50
5:10 PM	NBA (Pool G)	**Team Griffin 2023 Select**	Bahamas Jaguars 16	72 - 35
6:20 PM	NBA (Pool EE)	**Houston Defenders 17U Rise**	Dallas Showtyme 17 White	78 - 57
7:30 PM	NBA (Pool E)	**Texas Dynasty**	ATX Lockdown 17U	69 - 53
8:40 PM	NBA (Pool II)	**Arkansas Mavericks**	Fort Worth Crush	52 - 44
Saturday, July 10, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Consolation 4th Place (G2))	**Triumph 2022 G1**	Louisiana Roundballers	65 - 49
10:10 AM	NBA (Consolation 3rd Place (G2))	3D Empire 2022	**Houston FAM Elite**	52 - 60
11:20 AM	NBA (Consolation 4th Place (G5))	San Antonio Bearcats	**Lone Star Elite 16**	45 - 63
12:30 PM	NBA (Consolation 3rd Place (G5))	**Next Level Oklahoma**	AGA Mayfield	72 - 51
1:40 PM	NBA (Consolation 4th Place (G7))	GP Blazers	**HG Elite HS Boys**	73 - 77
2:50 PM	NBA (Consolation 2nd/3rd (G1))	**ProSkills - McQuaid**	El Paso Titans	58 - 45
4:00 PM	NBA (Consolation 2nd/3rd (G4))	**TX Legion Elite**	RTK	73 - 54
5:10 PM	NBA (Consolation 2nd/3rd (G8))	**Next Level Raiders Elite**	Houston Defenders 17U Rise	69 - 58
6:20 PM	NBA (Consolation 3rd/4th (G6))	Proskills SA 23 Red	**Fort Worth Crush**	64 - 67
7:30 PM	NBA (Consolation 2nd Place (G9))	**Elite23 17s**	Proskills SA 22	67 - 48
8:40 PM	NBA (Consolation 2nd Place (G11))	San Antonio Fire 2023	**West Texas Force**	61 - 63
Sunday, July 11, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Consolation 3rd Place (G10))	**Triumph 2022 G2**	Texas Kamikaze Green	46 - 43
10:10 AM	NBA (Consolation 4th Place (G9))	**STAT ELITE 17U**	Triumph 2022 G1	72 - 65

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DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

DUNCANVILLE HIGH SCHOOL - COURT 2

11:20 AM	NBA (Consolation 4th Place (G12))	HG Elite HS Boys	**Texas Lone Star Blue**	45 - 56
12:30 PM	NBA (Consolation 2nd Place (G13))	Elite23 17s	**Houston Hoops 2023 Randerson**	53 - 56

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DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

DUNCANVILLE HIGH SCHOOL - COURT 3

Thursday, July 8, 2021				
Time	**Division**	**Home**	**Away**	**Score**
1:30 PM	NBA (Pool J)	**Colorado Collective 2022**	Triumph 2022 G1	67 - 60
2:40 PM	NBA (Pool O)	**Westside Bulls Red**	SA Legends	59 - 56
3:50 PM	NBA (Pool T)	**Triumph 2023 G1**	SAHE 22	50 - 32
5:00 PM	NBA (Pool Y)	Team Buddy Buckets 16U	**Houston Rockstars**	46 - 64
6:10 PM	NBA (Pool CC)	**Montana Rebels 16U Black**	Saints Elite	59 - 58
7:20 PM	NBA (Pool II)	**Arkansas Mavericks**	EHB	56 - 40
8:30 PM	NBA (Pool J)	Triumph 2022 G1	**Proskills SA 22**	53 - 67
Friday, July 9, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Pool K)	Louisiana Roundballers	**NEB 17**	32 - 51
10:10 AM	NBA (Pool U)	**THP Elite - Orange**	Cyclones	55 - 52
11:20 AM	NBA (Pool Z)	Abilene Select	**GOAT Elite**	51 - 57
12:30 PM	NBA (Pool BB)	Midland Mustangs	**Bigtyme Sports Red**	53 - 55
1:40 PM	NBA (Pool GG)	**Believe**	Team Imperial Varsity	44 - 39
2:50 PM	NBA (Pool I)	**Team Buddy Buckets KS 2022**	United Ballers Black	71 - 62
4:00 PM	NBA (Pool O)	**Westside Bulls Red**	Texas Kamikaze Green	60 - 51
5:10 PM	NBA (Pool W)	San Antonio Trilogy	**P.U.S.H. Athletics Academy - Belvin**	53 - 65
6:20 PM	NBA (Pool W)	**Proskills Austin Red**	Texas Express Yates Blue	63 - 40
7:30 PM	NBA (Pool BB)	**SA Future**	Bigtyme Sports Red	61 - 40
8:40 PM	NBA (Pool II)	EHB	**Next Level Raiders Elite**	45 - 46
Saturday, July 10, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Consolation 4th Place (G3))	**SHB Sports**	Oklahoma Wolfpack 2022 White	47 - 45
10:10 AM	NBA (Consolation 3rd Place (G3))	Colorado Miners 17U Select	**Triumph 2022 G2**	45 - 66
11:20 AM	NBA (Consolation 4th Place (G6))	B&B 11th Black (CO)	**Fort Worth Jayhawks - Villines**	29 - 52
12:30 PM	NBA (Consolation 3rd Place (G6))	**DC Kings San Antonio**	OYG Savage (OK)	68 - 61
1:40 PM	NBA (Consolation 4th Place (G8))	**Texas Lone Star Blue**	San Antonio Trilogy	52 - 39
2:50 PM	NBA (Consolation 2nd/3rd (G2))	**Blade Elite 2022**	TX D1 Nation	67 - 49
4:00 PM	NBA (Consolation 2nd/3rd (G5))	**TA Elite Black Mann**	Midland Mustangs	63 - 56
5:10 PM	NBA (Consolation 3rd/4th (G1))	Rain Makers (MO)	**MMB Elite 2022 Gold**	56 - 58
6:20 PM	NBA (Consolation 3rd/4th (G7))	Montana Rebels 17U White	**His Hoops 17U**	29 - 53
7:30 PM	NBA (Consolation 3rd/4th (G8))	EHB	**Montana Rebels 17U Black**	48 - 67
Sunday, July 11, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Consolation 3rd Place (G11))	**Next Level Oklahoma**	DC Kings San Antonio	74 - 64
10:10 AM	NBA (Consolation 4th Place (G10))	SHB Sports	**JGB 23**	38 - 55
11:20 AM	NBA (Championship Blue (G14))	**Dallas Mustangs 17**	MC Elite 2022	61 - 34

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DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

DUNCANVILLE HIGH SCHOOL - COURT 3

12:30 PM	NBA (Consolation 2nd/3rd (G13))	ProSkills - McQuaid	**BIG BB Academy Hurricanes**	33 - 48



DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

DUNCANVILLE HIGH SCHOOL - COURT 4

Thursday, July 8, 2021				
Time	**Division**	**Home**	**Away**	**Score**
1:30 PM	NBA (Pool J)	3D Empire 2022	**Proskills SA 22**	64 - 65
2:40 PM	NBA (Pool O)	**D5 Global Gold**	Texas Kamikaze Green	71 - 49
3:50 PM	NBA (Pool T)	**OTF**	GP Blazers	59 - 53
5:00 PM	NBA (Pool Y)	**TX D1 Nation**	MMB Elite 2022 Gold	70 - 38
6:10 PM	NBA (Pool CC)	Blade Elite 2022	**Beast Up 16U**	66 - 72
7:20 PM	NBA (Pool II)	**Next Level Raiders Elite**	Fort Worth Crush	58 - 52
8:30 PM	NBA (Pool M)	Oklahoma Wolfpack 2022 White	**Triumph 2022 G2**	46 - 56
Friday, July 9, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Pool Q)	**San Antonio Fire 2023**	AGA Mayfield	70 - 44
10:10 AM	NBA (Pool V)	**Valley Rebels Elite**	Texas Lone Star Blue	72 - 59
11:20 AM	NBA (Pool Z)	**HD Toros Select**	MC Elite 2022	68 - 61
12:30 PM	NBA (Pool BB)	**SA Future**	ProSkills - McQuaid	57 - 48
1:40 PM	NBA (Pool GG)	**Proskills SA 23 Black**	Montana Rebels 17U White	75 - 55
2:50 PM	NBA (Pool I)	**Elite23 17s**	STAT ELITE 17U	60 - 49
4:00 PM	NBA (Pool O)	SA Legends	**D5 Global Gold**	43 - 55
5:10 PM	NBA (Pool S)	West Texas Force	**Gators Elite**	70 - 74
6:20 PM	NBA (Pool AA)	**Elevate**	RTK	59 - 32
7:30 PM	NBA (Pool HH)	Texas CGTW	**SABO Blue**	63 - 69



DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

DUNCANVILLE HIGH SCHOOL - COURT 5

Thursday, July 8, 2021				
Time	**Division**	**Home**	**Away**	**Score**
1:30 PM	NBA (Pool K)	Louisiana Roundballers	**Lone Star Elite 17 Red**	44 - 58
2:40 PM	NBA (Pool P)	**Next Level Oklahoma**	San Antonio Bearcats	64 - 32
3:50 PM	NBA (Pool U)	West Texas Blazers	**THP Elite - Orange**	55 - 60
5:00 PM	NBA (Pool Z)	Abilene Select	**HD Toros Select**	45 - 54
6:10 PM	NBA (Pool DD)	**BIG BB Academy Hurricanes**	David Jones Select	45 - 37
7:20 PM	NBA (Pool H)	**Baller Nation**	Arnold Elite Nation 21/22	60 - 56
8:30 PM	NBA (Pool M)	**Proskills SA 21**	Arlington Force 17U Premier	64 - 46
Friday, July 9, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Pool R)	B&B 11th Black (CO)	**DC Kings San Antonio**	48 - 64
10:10 AM	NBA (Pool V)	**SA Dream Team**	Dallas Elite	61 - 50
11:20 AM	NBA (Pool S)	**West Texas Force**	Fort Worth Jayhawks - Villines	74 - 48
12:30 PM	NBA (Pool AA)	ASAK 15U	**RTK**	47 - 63
1:40 PM	NBA (Pool L)	**Colorado Miners 17U Select**	SHB Sports	65 - 64
2:50 PM	NBA (Pool HH)	**Texas CGTW**	His Hoops 17U	54 - 46
4:00 PM	NBA (Pool Q)	**The Factory 16 (AZ)**	AGA Mayfield	58 - 50
5:10 PM	NBA (Pool T)	**Triumph 2023 G1**	GP Blazers	80 - 26
6:20 PM	NBA (Pool AA)	ASAK 15U	**TJ Ford Elite**	51 - 61
7:30 PM	NBA (Pool HH)	Texas Boyz - Blue	**His Hoops 17U**	51 - 56

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DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

DUNCANVILLE HIGH SCHOOL - COURT 6

Thursday, July 8, 2021				
Time	**Division**	**Home**	**Away**	**Score**
1:30 PM	NBA (Pool K)	**NEB 17**	Houston FAM Elite	56 - 49
2:40 PM	NBA (Pool P)	ATX Future 16U	**3D Eagles Elite**	53 - 56
3:50 PM	NBA (Pool U)	HG Elite HS Boys	**Cyclones**	67 - 70
5:00 PM	NBA (Pool Z)	GOAT Elite	**MC Elite 2022**	59 - 63
6:10 PM	NBA (Pool DD)	**United Ballers Red**	DFW Defenders	54 - 42
7:20 PM	NBA (Pool H)	Houston Raptors - Benjamin	**TRT Academy**	34 - 52
8:30 PM	NBA (Pool L)	Colorado Miners 17U Select	**SA Fire 2022**	61 - 80
Friday, July 9, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Pool R)	**H&H Elite 2022 (OK)**	Dallas Razorbacks Dwight	57 - 46
10:10 AM	NBA (Pool X)	El Paso Titans	**SAF Hybrid**	53 - 72
11:20 AM	NBA (Pool X)	**Rain Makers (MO)**	ProSkills Chad	78 - 76
12:30 PM	NBA (Pool CC)	Montana Rebels 16U Black	**Blade Elite 2022**	35 - 57
1:40 PM	NBA (Pool L)	Houston Hoops 2023 Randerson	**SA Fire 2022**	58 - 61
2:50 PM	NBA (Pool HH)	**Texas Boyz - Blue**	SABO Blue	63 - 49
4:00 PM	NBA (Pool Q)	**San Antonio Fire 2023**	Lone Star Elite 16	62 - 54
5:10 PM	NBA (Pool T)	**SAHE 22**	OTF	58 - 43
6:20 PM	NBA (Pool DD)	**BIG BB Academy Hurricanes**	DFW Defenders	59 - 40
7:30 PM	NBA (Pool DD)	David Jones Select	**United Ballers Red**	41 - 65



DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

DUNCANVILLE HIGH SCHOOL - COURT 7

Thursday, July 8, 2021				
Time	**Division**	**Home**	**Away**	**Score**
1:30 PM	NBA (Pool M)	Triumph 2022 G2	**Arlington Force 17U Premier**	38 - 64
2:40 PM	NBA (Pool M)	Oklahoma Wolfpack 2022 White	**Proskills SA 21**	39 - 66
3:50 PM	NBA (Pool V)	Valley Rebels Elite	**SA Dream Team**	27 - 45
5:00 PM	NBA (Pool V)	Texas Lone Star Blue	**Dallas Elite**	37 - 56
6:10 PM	NBA (Pool FF)	Montana Rebels 17U Black	**D5 Global Black**	62 - 66
7:20 PM	NBA (Pool FF)	Proskills SA 23 Red	**TA Elite Black Mann**	34 - 71
8:30 PM	NBA (Pool L)	**Houston Hoops 2023 Randerson**	SHB Sports	67 - 42
Friday, July 9, 2021				
Time	**Division**	**Home**	**Away**	**Score**
9:00 AM	NBA (Pool K)	**Lone Star Elite 17 Red**	Houston FAM Elite	44 - 43
10:10 AM	NBA (Pool W)	San Antonio Trilogy	**Texas Express Yates Blue**	36 - 55
11:20 AM	NBA (Pool W)	**Proskills Austin Red**	P.U.S.H. Athletics Academy - Belvin	68 - 67
12:30 PM	NBA (Pool CC)	Saints Elite	**Beast Up 16U**	36 - 60
1:40 PM	NBA (Pool DD)	**David Jones Select**	DFW Defenders	72 - 66
2:50 PM	NBA (Pool II)	EHB	**Fort Worth Crush**	42 - 54
4:00 PM	NBA (Pool R)	B&B 11th Black (CO)	**Dallas Razorbacks Dwight**	31 - 50
5:10 PM	NBA (Pool R)	**H&H Elite 2022 (OK)**	DC Kings San Antonio	76 - 66
6:20 PM	NBA (Pool Y)	**Team Buddy Buckets 16U**	MMB Elite 2022 Gold	62 - 35
7:30 PM	NBA (Pool Y)	**Houston Rockstars**	TX D1 Nation	83 - 57



DUNCANVILLE GASO - NBA DIVISION SCHEDULE

Jul 8-11, 2021

Venues

DFH - Duncanville Field House

DunHS - Duncanville High School

Locations

B1 - Blue 1	1 - Court 1	B2 - Blue 2
2 - Court 2	B3 - Blue 3	3 - Court 3
4 - Court 4	G1 - Green 1	5 - Court 5
G2 - Green 2	6 - Court 6	G3 - Green 3
7 - Court 7		

Powered by Exposure Basketball Events

GLOBAL SALES RECEIPT

UNCANVILLE

Receipt # 342417
Payment Date: 03/06/22
Household: 4221

uncanville Fieldhouse
700 S. Main Street
uncanville TX 75137
hone: (972)331-8868

Sam Lowe
12405 Water Oak Drive
Fort Worth TX 76224
sam@greatamericanshootout.com

eservation Updated: Duncanville Fieldhouse, Fieldhouse Blue Court 1

Reserv. Contact: **Sam Lowe**
Phone Number: **(214)207-4473**
Reserv. Number: 11952
Status: Firm
Purpose: GASO

Date(s) And Times	New Fees	Total Fees	New Paid	Total Paid	Amount Due
Sun 03/06/2022 9:00A to 3:00P	0.00	1,800.00	1,800.00	1,800.00	0.00

Fee Details: Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
Basketball Tournament Fee	1,800.00	1.00	0.00	0.00	1,800.00

Special Questions: Reservation Comment Code:
Reservation Comments:

eservation Updated: Duncanville Fieldhouse, Fieldhouse Security 1

Reserv. Contact: **Sam Lowe**
Phone Number: **(214)207-4473**
Reserv. Number: 11952
Status: Firm
Purpose: GASO

Date(s) And Times	New Fees	Total Fees	New Paid	Total Paid	Amount Due
Sun 03/06/2022 9:00A to 3:00P	0.00	360.00	360.00	360.00	0.00

Fee Details: Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
Fieldhouse - Armed Security	360.00	1.00	0.00	0.00	360.00

Special Questions: Reservation Comment Code:
Reservation Comments:

OS Service Item Updated: 520101V (Table Marketing)

Service Item Type: **Miscellaneous**
Quantity: **1**
Family Member: Sam Lowe

	New Fees	Total Fees	New Paid	Total Paid	Amount Due
	0.00	125.00	125.00	125.00	0.00

Fee Details: Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
520101	125.00	1.00	0.00	0.00	125.00

GLOBAL SALES RECEIPT

DUNCANVILLE
HOME of CHAMPIONS

Receipt # **342417**
Payment Date: 03/06/2022
Household: 4221

Processed on 03/06/22 @ 10:27 am by cmcdowell

Total New Fees	0.00
Old Balances Included	2,285.00
Total Due	**2,285.00**
Total Fees Paid	2,285.00
Total Paid	**2,285.00**

Payment of: 2,285.00 Made By: Check With Reference: 2558

GLOBAL SALES RECEIPT

DUNCANVILLE

Receipt # 350927
Payment Date: 03/30/22
Household: 4221

uncanville Fieldhouse
700 S. Main Street
uncanville TX 75137
hone: (972)331-8868

Sam Lowe
12405 Water Oak Drive
Fort Worth TX 76224
sam@greatamericanshootout.com

eservation Updated: Duncanville Fieldhouse, Fieldhouse Blue Court 1

Reserv. Contact: **Sam Lowe**
Phone Number: **(214)207-4473**
Reserv. Number: 12184
Status: Firm
Purpose: GASO

Date(s) And Times	New Fees	Total Fees	New Paid	Total Paid	Amount Due
Wed 03/30/2022 6:00P to 10:00P	0.00	900.00	900.00	900.00	0.00

Fee Details: Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
Basketball Court Rentals Fee	900.00	1.00	0.00	0.00	900.00

Special Questions: Reservation Comment Code:
Reservation Comments:

eservation Updated: Duncanville Fieldhouse, Fieldhouse Security 1

Reserv. Contact: **Sam Lowe**
Phone Number: **(214)207-4473**
Reserv. Number: 12185
Status: Firm
Purpose: GASO Security

Date(s) And Times	New Fees	Total Fees	New Paid	Total Paid	Amount Due
Wed 03/30/2022 6:00P to 9:00P	0.00	180.00	180.00	180.00	0.00

Fee Details: Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
Security	180.00	1.00	0.00	0.00	180.00

Special Questions: Reservation Comment Code:
Reservation Comments:

OS Service Item Details: 520101V (Streaming)

Service Item Type: **Miscellaneous**
Quantity: 1
Family Member: Sam Lowe

	New Fees	Total Fees	New Paid	Total Paid	Amount Due
	200.00	200.00	200.00	200.00	0.00

Fee Details: Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
520101	200.00	1.00	0.00	0.00	200.00

GLOBAL SALES RECEIPT

DUNCANVILLE
HOME OF CHAMPIONS

Receipt # **350927**
Payment Date: 03/30/2022
Household: 4221

OS Service Item Details: 520170 (Porter)

Service Item Type: **Miscellaneous**
Quantity: 1
Family Member: Sam Lowe

New Fees	Total Fees	New Paid	Total Paid	Amount Due
200.00	200.00	200.00	200.00	0.00

Fee Details: Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
	200.00	1.00	0.00	0.00	200.00

Processed on 03/30/22 @ 6:25 pm by dwhite

Total New Fees	400.00
Old Balances Included	1,080.00
Total Due	**1,480.00**
Total Fees Paid	1,480.00
Total Paid	**1,480.00**

Payment of: 1,480.00 Made By: Check With Reference: 2590

GLOBAL SALES RECEIPT

Receipt # 354449
Payment Date: 04/10/22
Household: 4221

uncanville Fieldhouse
'00 S. Main Street
uncanville TX 75137
none: (972)331-8868

Sam Lowe
12405 Water Oak Drive
Fort Worth TX 76224
sam@greatamericanshootout.com

eservation Updated: Duncanville Fieldhouse, Fieldhouse Security 1

Reserv. Contact: **Sam Lowe**
Phone Number: **(214)207-4473**
Reserv. Number: 12231
Status: Firm
Purpose: GASO

Date(s) And Times	New Fees	Total Fees	New Paid	Total Paid	Amount Due
Fri 04/08/2022 6:00P to 10:30P	0.00	1,500.00	1,500.00	1,500.00	0.00

Fee Details: Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
Fieldhouse - Armed Security	1,500.00	1.00	0.00	0.00	1,500.00

Special Questions: Reservation Comment Code:
Reservation Comments:

eservation Updated: Duncanville Fieldhouse, 4 - Event Room

Reserv. Contact: **Sam Lowe**
Phone Number: **(214)207-4473**
Reserv. Number: 12232
Status: Firm
Purpose: GASO

Date(s) And Times	New Fees	Total Fees	New Paid	Total Paid	Amount Due
Fri 04/08/2022 6:00P to 10:30P	0.00	1,875.00	1,875.00	1,875.00	0.00

Fee Details: Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
Lounge - Tournament	1,875.00	1.00	0.00	0.00	1,875.00

Special Questions: Reservation Comment Code:
Reservation Comments:

eservation Updated: Duncanville Fieldhouse, Fieldhouse Blue Court 1

Reserv. Contact: **Sam Lowe**
Phone Number: **(214)207-4473**
Reserv. Number: 12230
Status: Firm
Purpose: GASO

Date(s) And Times	New Fees	Total Fees	New Paid	Total Paid	Amount Due
Fri 04/08/2022 6:00P to 10:30P	0.00	7,500.00	7,500.00	7,500.00	0.00

Fee Details: Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
Basketball Tournament Fee	7,500.00	1.00	0.00	0.00	7,500.00

Special Questions: Reservation Comment Code:
Reservation Comments:

GLOBAL SALES RECEIPT

Receipt # 354449
Payment Date: 04/10/2022
Household: 4221

OS Service Item Updated: 520170 (Porter)

Service Item Type: **Miscellaneous**
Quantity: **1**
Family Member: Sam Lowe

New Fees	Total Fees	New Paid	Total Paid	Amount Due
0.00	500.00	500.00	500.00	0.00

Fee Details: Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
	500.00	1.00	0.00	0.00	500.00

OS Service Item Updated: 520101V (Table Marketing)

Service Item Type: **Miscellaneous**
Quantity: **1**
Family Member: Sam Lowe

New Fees	Total Fees	New Paid	Total Paid	Amount Due
0.00	250.00	250.00	250.00	0.00

Fee Details: Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
520101	250.00	1.00	0.00	0.00	250.00

OS Service Item Updated: Parking (DFH Parking)

Service Item Type: **Miscellaneous**
Quantity: **1**
Family Member: Sam Lowe

New Fees	Total Fees	New Paid	Total Paid	Amount Due
0.00	2,500.00	2,500.00	2,500.00	0.00

Fee Details: Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
DFH Parking	2,500.00	1.00	0.00	0.00	2,500.00

Processed on 04/10/22 @ 8:58 am by cmcdowell

Total New Fees	0.00
Old Balances Included	14,125.00
Total Due	**14,125.00**
Total Fees Paid	14,125.00
Total Paid	**14,125.00**

Payment of: 14,125.00 Made By: Check With Reference: 2646

GLOBAL SALES RECEIPT

Receipt # 358528
Payment Date: 04/24/22
Household: 4221

uncanville Fieldhouse
'00 S. Main Street
uncanville TX 75137
none: (972)331-8868

Sam Lowe
12405 Water Oak Drive
Fort Worth TX 76224
sam@greatamericanshootout.com

eservation Updated: Duncanville Fieldhouse, Fieldhouse Blue Court 1

Reserv. Contact: **Sam Lowe**
Phone Number: **(214)207-4473**
Reserv. Number: 12330
Status: Firm
Purpose: GASO TOURNAMENT

Date(s) And Times	New Fees	Total Fees	New Paid	Total Paid	Amount Due
Fri 04/22/2022 6:00P to 10:30P	0.00	7,050.00	7,050.00	7,050.00	0.00

Fee Details: Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
Basketball Tournament Fee	7,050.00	1.00	0.00	0.00	7,050.00

Special Questions: Reservation Comment Code:
Reservation Comments:

eservation Updated: Duncanville Fieldhouse, 4 - Event Room

Reserv. Contact: **Sam Lowe**
Phone Number: **(214)207-4473**
Reserv. Number: 12331
Status: Firm
Purpose: GASO TOURNAMENT

Date(s) And Times	New Fees	Total Fees	New Paid	Total Paid	Amount Due
Fri 04/22/2022 6:00P to 10:00P	0.00	1,800.00	1,800.00	1,800.00	0.00

Fee Details: Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
Event Room - Tournament	1,800.00	1.00	0.00	0.00	1,800.00

Special Questions: Reservation Comment Code:
Reservation Comments:

eservation Updated: Duncanville Fieldhouse, Fieldhouse Security 1

Reserv. Contact: **Sam Lowe**
Phone Number: **(214)207-4473**
Reserv. Number: 12330
Status: Firm
Purpose: GASO TOURNAMENT

Date(s) And Times	New Fees	Total Fees	New Paid	Total Paid	Amount Due
Fri 04/22/2022 6:00P to 10:30P	0.00	1,440.00	1,440.00	1,440.00	0.00

Fee Details: Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
Fieldhouse - Armed Security	1,440.00	1.00	0.00	0.00	1,440.00

Special Questions: Reservation Comment Code:
Reservation Comments:

GLOBAL SALES RECEIPT

UNCANVILLE
HOME of CHAMPIONS

Receipt # **358528**
Payment Date: 04/24/2022
Household: 4221

OS Service Item Updated: 520170 (Porter)

Service Item Type: **Miscellaneous**
Quantity: **1**
Family Member: Sam Lowe

New Fees	Total Fees	New Paid	Total Paid	Amount Due
0.00	500.00	500.00	500.00	0.00

Fee Details:

Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
	500.00	1.00	0.00	0.00	500.00

OS Service Item Updated: 520101V (Table Marketing)

Service Item Type: **Miscellaneous**
Quantity: **1**
Family Member: Sam Lowe

New Fees	Total Fees	New Paid	Total Paid	Amount Due
0.00	250.00	250.00	250.00	0.00

Fee Details:

Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
520101	250.00	1.00	0.00	0.00	250.00

OS Service Item Updated: Parking (DFH Parking)

Service Item Type: **Miscellaneous**
Quantity: **1**
Family Member: Sam Lowe

New Fees	Total Fees	New Paid	Total Paid	Amount Due
0.00	2,500.00	2,500.00	2,500.00	0.00

Fee Details:

Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
DFH Parking	2,500.00	1.00	0.00	0.00	2,500.00

Processed on 04/24/22 @ 11:39 am by cmcdowell

Total New Fees	0.00
Old Balances Included	13,540.00
Total Due	**13,540.00**
Total Fees Paid	13,540.00
Total Paid	**13,540.00**

Payment of: 13,540.00 Made By: Check With Reference: 2707

GLOBAL SALES RECEIPT

Receipt # 387265
Payment Date: 07/08/22
Household: 4221

uncanville Fieldhouse
700 S. Main Street
uncanville TX 75137
none: (972)331-8868

Sam Lowe
12405 Water Oak Drive
Fort Worth TX 76224
sam@greatamericanshootout.com

eservation Updated: Duncanville Fieldhouse, Fieldhouse Blue Court 1

Reserv. Contact: **Sam Lowe**
Phone Number: **(214)207-4473**
Reserv. Number: 13007
Status: Firm
Purpose: GASO

Date(s) And Times	New Fees	Total Fees	New Paid	Total Paid	Amount Due
Fri 07/08/2022 9:00A to 9:00P	0.00	18,052.00	18,052.00	18,052.00	0.00

Fee Details:

Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
Basketball Court Rentals Fee	12,450.00	1.00	0.00	0.00	12,450.00
Security	2,490.00	1.00	0.00	0.00	2,490.00
Event Room - Tournament	3,112.00	1.00	0.00	0.00	3,112.00

Special Questions: Reservation Comment Code:
Reservation Comments:

OS Service Item Details: 520170 (Porter)

Service Item Type: **Miscellaneous**
Quantity: 1
Family Member: Sam Lowe

New Fees	Total Fees	New Paid	Total Paid	Amount Due
500.00	500.00	500.00	500.00	0.00

Fee Details:

Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
	500.00	1.00	0.00	0.00	500.00

OS Service Item Details: 520101V (Streaming)

Service Item Type: **Miscellaneous**
Quantity: 1
Family Member: Sam Lowe

New Fees	Total Fees	New Paid	Total Paid	Amount Due
500.00	500.00	500.00	500.00	0.00

Fee Details:

Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
520101	500.00	1.00	0.00	0.00	500.00

OS Service Item Details: Parking (DFH Parking)

Service Item Type: **Miscellaneous**
Quantity: 1
Family Member: Sam Lowe

New Fees	Total Fees	New Paid	Total Paid	Amount Due
2,500.00	2,500.00	2,500.00	2,500.00	0.00

Fee Details:

Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
DFH Parking	2,500.00	1.00	0.00	0.00	2,500.00

GLOBAL SALES RECEIPT

DUNCANVILLE
HOME OF CHAMPIONS

Receipt # **387265**
Payment Date: 07/08/2022
Household: 4221

Processed on 07/08/22 @ 2:49 pm by dwhite

Total New Fees		3,500.00
Old Balances Included		18,052.00
	Total Due	**21,552.00**
Total Fees Paid		21,552.00
	Total Paid	**21,552.00**

Payment of: 21,552.00 Made By: Check With Reference: 1108

RESOLUTION NO. 2022-061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN OFFER OF A HOTEL OCCUPANCY TAX GRANT FOR THE FY 22-23 BUDGET IN AN AMOUNT NOT TO EXCEED $60,000 TO THE GREAT AMERICAN SHOOT-OUT (GASO) TO DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY AND APPROVING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT AFTER APPROVAL AS TO FORM BY THE CITY ATTORNEY; CONDITIONAL UPON APPROVAL IN THE FY 22-23 BUDGET; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized by Chapter 351 of the Texas Property Tax Code to levy a hotel occupancy tax to be used to directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the City has, by ordinance, imposed a local hotel occupancy tax; and

WHEREAS, the Great American Shoot-Out (GASO) promotes Duncanville by hosting a nationally-recognized exhibition basketball tournament; and

WHEREAS, the Duncanville City Council, after consideration of the application of the Applicant finds that expenditures of local hotel occupancy tax revenues for the grant as set forth herein, will directly enhance and promote tourism and the hotel industry in the City and its vicinity, and further finds that the expenditures are for one of the statutorily authorized categories

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

SECTION 1. The City of Duncanville, Texas hereby approves a Hotel Occupancy Tax Grant in an amount not to exceed sixty-thousand dollars ($60,000.00) and no cents to the Great American Shoot-Out (GASO); and authorizes the City Manager to execute the grant agreement after approval as to form by the City Attorney.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 2nd day of August, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STATE OF TEXAS §

COUNTY OF DALLAS §

HOTEL OCCUPANCY TAX FUNDING AGREEMENT BETWEEN THE CITY OF DUNCANVILLE, TEXAS AND THE GREAT AMERICAN SHOOT-OUT, LLC FOR EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS

This Hotel Tax Funding Agreement (AGREEMENT) is made and entered into by and between the City of Duncanville, Texas (CITY) and the Great American Shoot-Out, LLC (ORGANIZATION).

WHEREAS, the Great American Shoot-Out, LLC has requested a Hotel Occupancy Tax grant for theatre productions and to promote the Great American Shoot-Out event through aiding in the cost of the Duncanville Fieldhouse and Duncanville ISD gym rentals for teams outside of Duncanville; and

WHEREAS, the City Council has considered the request and considers the Great American Shoot-Out a benefit to the City of Duncanville and believes that these efforts will directly enhance and promote sports tourism in the City; and

WHEREAS, the goal of this AGREEMENT is to attract visitors to the City of Duncanville, thus directly enhancing and promoting tourism as outlined in Chapter 351 of the State of Texas Tas Code; and

WHEREAS, the City Council of the City of Duncanville desires to provide Hotel Occupancy Tax revenues to the Great American Shoot-Out, LLC; and

NOW, THEREFORE, it is mutually agreed upon by and between the CITY and the Great American Shoot-Out, LLC as follows:

GENERAL PROVISIONS

Section 1. Purpose, The purpose of this AGREEMENT is for the Great American Shoot-Out, LLC to utilize City of Duncanville Hotel Occupancy Taxes to promote Duncanville and the Great American Shoot-Out by offsetting the rental costs of the Duncanville Fieldhouse and Duncanville ISD gyms for four different multiday Duncanville events in order to increase the number of overnight visitors to Duncanville.

Section 2. Obligation of the ORGANIZATION. The ORGANIZATION shall use all of the awarded funds provided by the CITY in accordance with Chapter 351 of the Texas Tax Code and the ORGANIZATION'S funding application hereby provides a grant in the amount not to exceed $60,000 only covering the costs of gymnasium rentals at the Duncanville Fieldhouse and Duncanville ISD sites for teams competing in the Great American Shoot-Out, which are qualifying multiday event costs aimed at bringing in overnight visitors to Duncanville. The ORGANIZATION shall recognize the City of Duncanville as an official sponsor of the event and the City shall receive recognition of its sponsorship on all event information including, but not limited to website, banners, and print materials.

Section 3. Reporting Requirements of the ORGANIZATION. The ORGANIZATION shall deliver the following within thirty (30) days after the final event:

a. a completed Post Event Report form detailing the use of Hotel Occupancy Tax funds for the entire quarter; and

b. copies of receipts with the paid invoices for approved expenditures, as listed in the AGREEMENT; and
c. Copies of bank statements or cashed checks showing the paid expenditures, as listed in the AGREEMENT, must be included with quarterly Post Event Report form for expenses to be reimbursed; and
d. Copies of all mediums where the City was recognized as an official sponsor of the event

The CITY shall not make reimbursements for expenses that are not covered by under this AGREEMENT And/or where receipts, paid invoices, and copies of bank statements or cashed checks are not provided. Partial or incomplete reports will not be accepted.

Section 4. Authorization of Payment. Subject to the ORGANIZATION'S satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ORGANIZATION up to $60,000 from Hotel Occupancy Tax funds. Payment will be made within thirty (30) days of the CITY's acceptance of the completed Post Event Report form.

Section 5. Appeal Process. If the ORGANIZATION wishes to appeal the decision of the CITY, the ORGANIZATION must present their appeal in writing within ten (10) business days of funding denial to the Director of Economic Development. The City Council may grant funding, as long as it is within the scope of Chapter 351 of the Texas Tax Code.

Section 6. Rights. The City of Duncanville has the right, at any time, to inspect the books or records of the ORGANIZATION that may relate to the performance of this AGREEMENT. The CITY, at its sole expense, has the right to conduct an audit of the ORGANIZATION, event, or project.

Section 7. **Term.** The AGREEMENT shall become effective as of October 1, 2022, and the AGREEMENT shall terminate on September 30, 2023, or once the terms have been met, whichever occurs first. All Post Event Reports/Written Requests are due on or before October 1, 2023.

Section 8. Recapture Provision. In the event the Great American Shoot-Out, LLC does not comply with the terms of this AGREEMENT, is otherwise in default, or fails to appropriately spend the funds in accordance with State law, or falsifies any documents required under this agreement as provided herein, the Great American Shoot-Out, LLC, pursuant to the provisions herein shall refund the CITY an amount equal to the sum of the grant payments actually paid by the CITY to the Great American Shoot-Out immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, interest on the refund amount, at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the CITY) as its prime or base commercial lending rate, from the date of termination until paid.

Section 9. Indemnification. The ORGANIZATION agrees to defend, indemnify, and hold harmless the CITY, City Council, its officers, agents, and employees, against any and all claims, lawsuits, judgments,

cause of action, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the ORGANIZATION's breach of any of the terms or provisions of this AGREEMENT, or by any negligent act or omission of the ORGANIZATION, its officers, agents, servants, employees, contractors, or subcontractors, in the performance of this AGREEMENT; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the CITY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the ORGANIZATION and the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this AGREEMENT does not assign any responsibility for civil liability to the CITY that may arise by virtue of this AGREEMENT.

Section 10. Default. The CITY reserves the right to terminate this AGREEMENT if the ORGANIZATION fails to comply with any term of the AGREEMENT, including the inability of the ORGANIZATION to conform to any change required by federal, and state or local laws or regulations. The CITY shall provide written notification to the ORGANIZATION of the termination of this AGREEMENT within thirty (30) days before the effective date of termination. The CITY may terminate the AGREEMENT for breach of any provision of this AGREEMENT, upon written notice of the breach and the ORGANIZATION shall have ten (10) days after receipt of the written notice in which to cure the breach to the satisfaction of the CITY.

Section 11. Notice. All notices required or permitted under this AGREEMENT shall be in writing and shall be delivered in person or mailed as follows:

To the CITY at:

City of Duncanville
Attn.: Aretha Ferrell-Benavides
City Manager
203 E. Wheatland Rd.
Duncanville, TX 75116

To the ORGANIZATION at:

Great American Shoot-Out,
LLC
Attn.: Sam Lowe
12405 Water Oak
Drive Fort Worth,
TX 76244

MISCELLANEOUS

Section 12. Entire Agreement. This AGREEMENT constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this AGREEMENT, except by written agreement approved by the governing bodies of each party and duly executed by both parties.

Section 13. Approval. This AGREEMENT has been duly and properly approved by each patty's governing body and constitutes a binding obligation on each party.

Section 14. Assignment. Except as otherwise provided in this AGREEMENT, a party may not assign this AGREEMENT or subcontract the performance of services without first obtaining the written consent of the other party.

Section 15. Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this AGREEMENT does not preclude the exercise of another right or remedy. Rights and remedies under this AGREEMENT are cumulative and are not exclusive of other rights or remedies provided by law.

Section 16. Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this AGREEMENT or any section thereof.

Section 17. Attorney Fees. In any lawsuit concerning this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and their reasonable expenses, unless otherwise prohibited by law.

Section 18. Severability. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this AGREEMENT are for any reason held to be invalid, void, or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this AGREEMENT shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 19. Venue. The parties agree that all disputes that arise of this AGREEMENT are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Dallas County, Texas.

IN WITNESS WHEREOF, the CITY and ORGANIZATION make and execute this AGREEMENT to be effective this_____day of_____,2022.

CITY OF DUNCANVILLE, TEXAS

_____
Aretha Ferrell-Benavides
City Manager

ORGANIZATION

_____
Sam Lowe
Great American Shoot-Out, LLC

ATTEST:

_____
Kristin Downs
City Secretary

STAFF REPORT

MEETING: City Council - 02 Aug 2022

TITLE:
Consider a Resolution for an offer of a Hotel Occupancy Tax Grant for the FY 22-23 budget in the amount not to exceed $19,200 to the Duncanville Chamber of Commerce for the establishment and maintenance of the Duncanville Visitor Center.

Vision Statement:

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

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
  - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Agustin 'Gus' Garcia, Managing Director of Development Services

BACKGROUND/HISTORY:
The City's Hotel Motel Tax revenues are generated from a seven percent tax paid by guests who rent a hotel room within Duncanville. This local tax is authorized by the State of Texas therefore, the expenditures of these funds are restricted and must be used according to state law.
There is a two-part test for every expenditure of local hotel occupancy tax.

Criteria #1: First, every expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry. Under the Tax Code, every event, program, or facility funded with hotel occupancy tax revenues must likely do two things: 1) directly promote tourism; and 2) directly promote the convention and hotel industry. "Tourism" is defined under Texas law as guiding or managing individuals who are traveling to a different, city, county, state, or country. A "direct" promotion of the convention and hotel industry has been consistently interpreted by the Texas Attorney General as a program, event, or facility likely to cause increased hotel or convention activity. This activity may result from hotel or convention guests that are already in town and choose to attend the hotel tax funded facility or arts or historical event, or it may result from individuals who come from another city or county to stay in an area lodging property at least in part to attend the hotel tax funded event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and the hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it. Entities applying for hotel occupancy

tax revenue funding should indicate how they will market the event to attract tourists and hotel guests. If an entity does not adequately market its events to tourists and hotel guests, it is difficult to produce an event or facility that will effectively promote tourism and hotel activity.

Criteria #2: Every expenditure of the hotel occupancy tax must clearly fit into one of nine statutorily provided categories for expenditure of local hotel occupancy tax revenues.

The nine categories for expenditure of the hotel occupancy tax are as follows:

1-) Funding the establishment, improvement, or maintenance of a convention center or visitor information center.
2-) Paying the administrative costs for facilitating convention registration.
3-) Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity.
4-) Expenditures that promote the arts.
Under § 351.103(c), a city with a population of under 125,000 may expend up to 15% of the hotel occupancy tax revenue collected for art-related programs that also promote tourism and local hotel and convention activity. Specifically, it allows funding the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution and exhibition of these major art forms.

However, if is not enough that a facility or event promotes the arts; Texas law requires that the arts related expenditure also directly promote tourism and the hotel and convention industry.

Section 351.101(a) of the Tax Code specifically states that “the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry.” The Texas Attorney General reaffirmed this standard when it held in Opinion GA-0124: “Under section 351.101 of the Tax Code, a municipality may expend its municipal hotel occupancy tax revenue only to promote tourism and the convention and hotel industry, and only for the specific uses listed in the statute.” In order to comply with the hotel occupancy tax statute, THLA and TFA agree that to be eligible for municipal arts funding with HOT revenues, recipients must satisfy the following requirements: The recipient presents, performs, promotes, encourages or otherwise makes possible, artistic events, cultural performances, programs, exhibitions or lectures involving the major art forms listed in the statute, or “other arts related to the presentation, performance, execution and exhibition of these major art forms.” The hotel occupancy tax funded programs and events are advertised and open to the general public. The recipient directly enhances and promotes tourism and the convention and hotel industry.

Criteria Examples:
•Recipient books hotel rooms for visiting artists and offers hotel related information to attendees of the organization’s hotel occupancy tax funded events.
•The recipient promotes or markets its events outside of the local area through standard media promotion or advertising, websites, mailing lists, local, regional and national listings in publications and calendars and use of social media and where appropriate includes a link to information about area hotels.
•The recipient, either through audience or attendee questionnaires, polling, or hotel block booking codes, demonstrates that hotel guests, tourists, convention attendees or other out-of-town visitors have attended its hotel tax funded events.
•Funding historical restoration or preservation programs.

5-) Funding historical restoration or preservation programs.
6-) Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population of fewer than 1 million.
7-) Funding the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities.
8-) Funding transportation systems for tourists.
9-) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.

POLICY EXPLANATION:
The City Council has approval over the expenditure of Hotel Occupancy Tax (HOT) Funds. Based on City Council's prior direction, all Hotel Motel Tax Grants are paid on a reimbursement basis for approved expenditures.

The applicant's funding history is listed below.
FY19-20 : $33,445 HOT Funding Approval
FY20-21: $17,760 HOT Funding Approval
FY21-22: $18,000 HOT Funding Approval

The requested funds will be used towards establishment and maintenance of the Duncanville Visitor Center.

FUNDING SOURCE:

ORG and Object Number
10011000/700450

Available Budget	**Purchase Amount**	**After Encumber**
$274,038.80	$19,200	$254,838.80

ACTION ALTERNATIVES:
1. Approved funding in the amount of $19,200 for an offer of a Hotel Occupancy Tax Grant for the FY22-23 Budget for the Duncanville Chamber of Commerce Visitor's Center.
2. Do not provide funding.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - FY23 HOT Funds Application- DCC Visitor Center
Attachment 2 - Resolution No. - 2022-064 - HOT Grant FY23 Funding- DCC Visitor Center

Duncanville
City of Champions

Hotel Occupancy Funding Application

Date: 7-12-22

Organization Information

Name of Organization: Duncanville Chamber of Commerce

Address: 300 E Wheatland Rd

City, State, Zip: Duncanville, Tx 75116

Contact Name: Steve Martin Contact Phone Number: 972-780-4990

Web Site Address for Event or Sponsoring Entity: www.duncanvillechamber.org

Non-Profit or For-Profit Status: Non-Profit Tax ID #: 75-1097267

Entity's Creation Date: 1955

Purpose of your organization: To Serve as the Official Visitors Center For the City of Duncanville.

Event Information

Name of Event or Project: Official Visitors Center

Date of Event or Project: Daily

Primary Location of Event or Project: 300 E. Wheatland Rd

Amount Requested: $ 19,200

How will the funds be used? Funds will be used to operate as the Official Visitors Center For the City of Duncanville

Primary Purpose of Funded Activity/Facility:

Official Visitors Center For Duncanville

Percentage of Hotel Tax Support of Related Costs

_____ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

_____ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities _____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☒ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $19,200

In detail, describe how the funds will be used and include appropriate documentation.

☐ **b) Registration of Convention Delegates**: furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

N/A

☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: $_____

In detail, describe how the funds will be used and include appropriate documentation.

N/A

☐ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums**. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

N/A

☐ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

N/A

In detail, describe how the funds will be used and include appropriate documentation.

N/A

☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city.** Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

In detail, describe how the funds will be used and include appropriate documentation.

N/A

☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.** Amount requested under this category: $_____

What tourist attractions will be the subject of the signs?

N/A

In detail, describe how the funds will be used and include appropriate documentation.

N/A

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: _____
2. Expected Attendance: _____
3. How many people attending the Event or Project will use Duncanville hotels? _____

   Number of rooms rented for your event: _____
4. Did you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? N/A
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
	N/A	

* **Documentation must be included from each Duncanville hotel that supported the number of rooms used for all years.**

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? N/A

7. Please list other organization, government entities, and grants that have offered financial support to your project: N/A

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

N/A

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: $_____
Radio: $_____
TV: $_____
Other Paid Advertising: $_____

Number of Press Releases/Media Alerts sent to the Media: _____
Number of Direct Mailings to out-of-town recipients: _____

Other Promotions: N/A

10. Will you include a link to the City/CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? _____

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

_____

_____

_____

13. What geographic areas does your advertising and promotion reach? _____

_____

14. How many individuals will your proposed marketing reach that are in another city or county? _____

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

    Expected Attendance Monthly/Annually: _____

    Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit To: Agustin Garcia, Director of Economic Development

Mail To:
P.O. Box 380280
Duncanville, TX 75138-0280

Drop Off:
Economic Development
203 E. Wheatland Rd.
Duncanville, TX 75116

For questions, please call 972.780.4997.

Duncanville
City of Champions

2021 – 2022 Visitor Center Call Log 1st Quarter

	October	November	December
Calls	193	243	331
City Information	37	87	123
Relocation	0	2	0
Office Visits	24	47	54
Total	254	397	508

2021 - 2022 Visitor Center Call Log 2nd Quarter

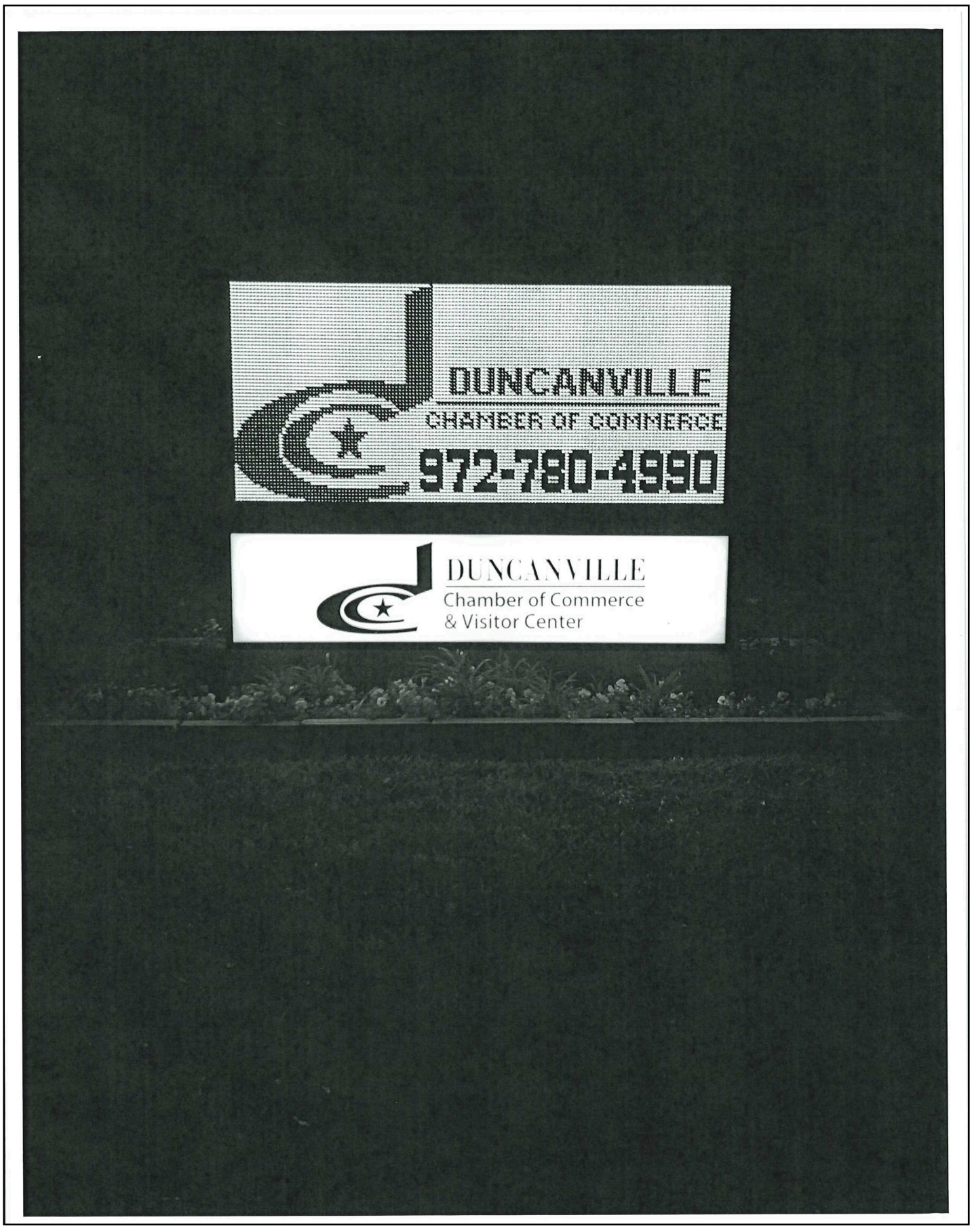
	January	February	March
Calls	93	157	184
City Information	6	34	52
Relocation	1	0	0
Office Visits	11	26	47
Total	111	217	286

2021 - 2022 Visitor Center Call Log 3rd Quarter

	April	May	June
Visitor Center Calls	223	168	277
City Information	97	73	116
Relocation	1	0	0
Office Visits	54	63	94
Total	**375**	**304**	**487**

2021 Visitor Center Call Log 4th Quarter

	July	August	September
Calls	187	123	162
City Information	56	24	17
Relocation	1	0	0
Office Visits	33	18	34
Total	**277**	**165**	**213**


DUNCANVILLE
CHAMBER OF COMMERCE
972-780-4990
DUNCANVILLE
Chamber of Commerce
& Visitor Center

RESOLUTION NO. 2022-064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN OFFER OF A HOTEL OCCUPANCY TAX GRANT FOR THE FY 22-23 BUDGET IN THE AMOUNT OF $19,200 TO THE DUNCANVILLE CHAMBER OF COMMERCE TO DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY; CONDITIONAL UPON APPROVAL IN THE FY 22-23 BUDGET; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized by Chapter 351 of the Texas Property Tax Code to levy a hotel occupancy tax to be used to directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the City has, by ordinance, imposed a local hotel occupancy tax; and

WHEREAS, the Duncanville Chamber of Commerce promotes Duncanville by providing services as our official Visitor's Center; and

WHEREAS, the Duncanville City Council, after consideration of the application of the Applicant finds that expenditures of local hotel occupancy tax revenues for the grant as set forth herein, will directly enhance and promote tourism and the hotel industry in the City and its vicinity, and further finds that the expenditures are for one of the statutorily authorized categories.

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

SECTION 1. The City of Duncanville, Texas hereby approves a Hotel Occupancy Tax Grant in the amount not to exceed nineteen-thousand and two hundred dollars and no cents ($19,200) to the Duncanville Chamber of Commerce for the establishment and maintenance of Duncanville Visitor Center.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager to execute the necessary documents to conform to this resolution as appropriate.

SECTION 3. This Resolution shall be effective upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 2nd day of August, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STATE OF TEXAS §

COUNTY OF DALLAS §

HOTEL OCCUPANCY TAX FUNDING AGREEMENT BETWEEN THE CITY OF DUNCANVILLE, TEXAS, AND THE DUNCANVILLE CHAMBER OF COMMERCE FOR EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS

This Hotel Tax Funding Agreement (AGREEMENT) is made and entered into by and between the City of Duncanville, Texas (CITY) and the Duncanville Chamber of Commerce (ORGANIZATION).

WHEREAS, the Duncanville Chamber Of Commerce has requested a Hotel Occupancy Tax grant to serve as the official Duncanville Visitor Center to positively promote Duncanville to out-of-town visitors; and

WHEREAS, the City of Duncanville has considered the request and considers the Duncanville Visitor Center provided by the Duncanville Chamber of Commerce directly enhances and promotes tourism in the city; and

WHEREAS, the goal of this AGREEMENT is to attract future visitors to the City of Duncanville, thus directly enhancing and promoting tourism as outlined in Chapter 351 of the State of Texas Tax Code; and

NOW, THEREFORE, it is mutually agreed upon by and between the CITY and the Duncanville Chamber of Commerce as follows:

GENERAL PROVISIONS

Section 1. Purpose, The purpose of this AGREEMENT is for the Duncanville Chamber of Commerce to utilize City of Duncanville Hotel Occupancy Taxes to promote Duncanville and tourism by providing a quality Duncanville Visitor Center for out-of-town visitors in order to increase the number of overnight visitors to Duncanville.

Section 2. Obligation of the ORGANIZATION. The ORGANIZATION shall use all of the awarded funds provided by the CITY in accordance with Chapter 351 of the Texas Tax Code and the ORGANIZATION'S funding application solely for the use of operating and maintenance of the Duncanville Visitor Center and providing assistance to out-of-town visitors including a portion of the building, landscape, lobby, and 24-hour public kiosk at its office located at 300 E. Wheatland Road and providing a 24-hour, 365-day, information area. The information area must be:

a. display marketing materials from local hotels, motels, and restaurants; and
b. display of local special events and sporting events; which would support hotels, motels, and accommodations in the City of Duncanville, Texas.

Section 3. Reporting Requirements of the ORGANIZATION. The ORGANIZATION shall deliver the following:

On a monthly basis:

Within fifteen (15) days after the end of each month:

a. A Visitor Center Report that includes the following information:
    i. Number of assisted walk-in out-of-town visitors during normal business hours;

and

ii. Number of phone calls where out-of-town visitors were provided assistance; and

iii. Name of out-of-town groups and number of visitors packets distributed; contact information of groups to provide market material from City to distribute to local vendors; and

iv. A list of where the visitors are from, when possible; provide dates, times, itinerary of events and festivals in order to identify target markets for future marketing efforts; and

On a quarterly basis:

Within thirty (30) days after the end of each quarter:

b. A Visitor Center Report that also includes the following information:

v. A copy of the Chamber of Commerce balance statement showing how the Visitor Center funds are being used in accordance with the AGREEMENT; and

City Hotel Occupancy Funds Shall only be used for those activities associated with the Visitor Center as covered under this AGREEMENT.

Section4. Authorization of Payment. Subject to the ORGANIZATION satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ORGANIZATION $19,200 with twelve equal monthly payments from Hotel Occupancy Tax Funds. Payments will be made after the service has been provided and within thirty (30) days of receiving the required reports.

Section 5. Appeal Process. If the ORGANIZATION wishes to appeal the decision of the CITY, the ORGANIZATION must present their appeal in writing within ten (10) business days of funding denial to the City Manager.

Section 6. Rights. The City of Duncanville has the right, at any time, to inspect the books or records of the ORGANIZATION that may relate to the performance of this AGREEMENT. The CITY, at its sole expense, has the right to conduct an audit of the ORGANIZATION, event, or project.

Section 7. **Term.** The AGREEMENT shall become effective as of October 1, 2022, and the AGREEMENT shall terminate on September 30, 2023, or once the terms have been met, whichever occurs first. The final payment for services rendered will take place after September 30, 2023, and within thirty (30) days of receiving the required reports. Either party does hereby reserve the right to terminate this agreement without cause upon ten (10) days written notice. Termination and notice shall constitute final payment without further obligation of either parities pas the date of termination.

Section 8. Recapture Provision. In the event the Duncanville Chamber of Commerce does not comply with the terms of this AGREEMENT, is otherwise in default, or fails to appropriately spend the funds in accordance with State law, or falsifies any documents required under this agreement as provided herein, the Duncanville Chamber of Commerce, pursuant to the provisions herein shall refund the CITY an amount equal to the sum of the grant payments actually paid by the CITY to the Duncanville Chamber of Commerce immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, interest on the refund amount, at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the CITY) as its prime or base commercial lending rate, from the date of termination until paid.

Section 9. Indemnification. The ORGANIZATION agrees to defend, indemnify, and hold harmless the CITY, City Council, its officers, agents, and employees, against any and all claims, lawsuits, judgments, cause of action, costs and expenses for personal in my (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the ORGANIZATION's breach of any of the terms or provisions of this AGREEMENT, or by any negligent act or omission of the ORGANIZATION, its officers, agents, servants, employees, contractors, or subcontractors, in the performance of this AGREEMENT; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the CITY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the ORGANIZATION and the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this AGREEMENT does not assign any responsibility for civil liability to the CITY that may arise by virtue of this AGREEMENT.

Section 10. Default. The CITY reserves the right to terminate this AGREEMENT if the ORGANIZATION fails to comply with any term of the AGREEMENT, including the inability of the ORGANIZATION to conform to any change required by federal, and state or local laws or regulations. The CITY shall provide written notification to the ORGANIZATION of the termination of this AGREEMENT within thirty (30) days before the effective date of termination. The CITY may terminate the AGREEMENT for breach of any provision of this AGREEMENT, upon written notice of the breach and the ORGANIZATION shall have ten (10) days after receipt of the written notice in which to cure the breach to the satisfaction of the CITY.

Section 11. Notice. All notices required or permitted under this AGREEMENT shall be in writing and shall be delivered in person or mailed as follows:

To the CITY at:

City of Duncanville
Attn.: Aretha Ferrell-Benavides
City Manager
203 E. Wheatland Rd.
Duncanville, TX 75116

To the ORGANIZATION at:

Duncanville Chamber
of Commerce
Attn.: Steve Martin
300 E Wheatland Rd.
Duncanville, TX 75116

MISCELLANEOUS

Section 12. Entire Agreement. This AGREEMENT constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this AGREEMENT, except by written agreement approved by the governing bodies of each party and duly executed by both parties.

Section 13. Approval. This AGREEMENT has been duly and properly approved by each patty's

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IN WITNESS WHEREOF, the CITY and ORGANIZATION make and execute this AGREEMENT to be effective this_____day of_____,2022.

CITY OF DUNCANVILLE, TEXAS

_____
Aretha Ferrell-Benavides
City Manager

ORGANIZATION

_____
Steve Martin
Duncanville Chamber of Commerce

ATTEST:

_____
Kristin Downs
City Secretary

STAFF REPORT

MEETING: City Council - 02 Aug 2022

TITLE:
Conduct a Public Hearing and consider an Ordinance of the City of Duncanville, Texas, adopting Chapter 12D "Youth Program Standards of Care"

Vision Statement:

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

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
Recently, staff learned that the City Council must annually adopt a Youth Program Standards of Care ordinance to comply with Texas Department of State Health Services' (DSHS) exemption from licensure regulations for municipalities who have camp programs. Staff contacted DSHS and completed all required forms for the exemption, and the only outstanding item is approval of the Youth Program Standards of Care. The Standards of Care are the minimum standards by which the City of Duncanville Parks and Recreation Department will operate the City's youth camp programs. These programs are recreational in nature and are not day care programs. The standards address hiring practices, monitoring of the program, training, staff ratios, discipline, health and safety requirements, and staff responsibilities. The Youth Program Standards of Care will be a new chapter in the Code of Ordinance, Chapter 12D, and will be adopted annually by the City Council. DSHS requires a public hearing prior to considering the adoption of the ordinance by the City Council.

POLICY EXPLANATION:
The youth camps offered through the City of Duncanville are exempt from licensure as observed in the Texas Administrative Code Title 40, Chapter 745.115(3) of the Texas Department of State Health Services (DSHS). This is applicable because the camp programs are operated by a municipality and because they meet the following criteria:
1. The Standards of Care for the programs are annually adopted by ordinance.
2. The Standards of Care include staff ratios and qualifications, facility health and safety standards.
3. The Standards of Care are provided to the parents of each program participant.
4. The parents of each program participant are informed that the program is not licensed by the state.
5. The program is not advertised as childcare.

FUNDING SOURCE:

ORG and Object Number

Not Applicable

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Approve the Youth Program Standards of Care.
2. Do not approve the Youth Program Standards of Care.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment 1 - Ordinance No. - 2441 - Youth Program Standards of Care Chapter 12D

AN ORDINANCE OF THE CITY OF DUNCANVILLE

ORDINANCE NO. 2441

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCE BY ADDING NEW CHAPTER 12D "YOUTH PROGRAM STANDARDS OF CARE" PROVIDING FOR ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR INSPECTIONS, MONITORING, ENFORCEMENT; PROVIDING FOR ENROLLMENT; PROVIDING FOR REPORT OF ABUSE; PROVIDING SITE DIRECTOR QUALIFICATIONS; PROVIDING SITE DIRECTOR RESPONSIBILITIES; PROVIDING COUNSELOR QUALIFICATIONS; PROVIDING COUNSELOR RESPONSIBILITIES; PROVIDING FOR TRAINING, ORIENTATION; PROVIDING STAFF-PARTICIPANT RATIO; PROVIDING FOR DISCIPLINE; PROVIDING FOR PROGRAMMING; PROVIDING FOR COMMUNICATIONS; PROVIDING FOR TRANSPORTATION; PROVIDING FOR FACILITY STANDARDS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville operates Youth Camps; and

WHEREAS, the City of Duncanville wants to provide a safe and instructive atmosphere.

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

SECTION 1. That Chapter 12D "Youth Programs Standards of Care", shall be added to the Code of Ordinances, which shall read as follows:

"CHAPTER 12D YOUTH PROGRAM STANDARDS OF CARE"

Sec. 12D-1. Generally

The Standards of Care are intended to be minimum standards by which the City of Duncanville Parks and Recreation Department will operate the City's Youth Programs. The programs operated by the City are recreational in nature and are not day care programs.

Sec. 12D-2. Organization

A. The governing body of the City of Duncanville Youth Camp Programs is the Duncanville City Council.

B. City of Duncanville Youth Camp Programs are exempt from licensure under state law.

C. Implementation of the Youth Programs Standards of Care is the responsibility of the Parks and Recreation Department Director and Departmental employees.

D. Youth Program ("Program") to which these Standards of Care will apply is the Summer Recreation Program and selected days off from the school calendar.

E. Each Youth Program site will have available for public and staff review a current copy of the Standards of Care.

F. Parents of participants will be provided a current copy of the Standards of Care during the registration process.

G. Criminal background checks will be conducted on prospective Youth Program employees. If results of the criminal check indicate that an applicant has been convicted of any of the following offenses, he or she will not be considered for employment:

H. A felony or misdemeanor classified as an offense against a person or family;

I. A felony or misdemeanor classified as public indecency;

J. A felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;

K. Any offense involving moral turpitude;

L. Any offense that would potentially put youth participants or the City of Duncanville at risk.

M. The parents of each participant shall be provided a copy of the Standards adopted under this Article.

N. The programs administered under this Article are not licensed by the State of Texas and are not considered a child care facility.

Sec. 12D-3. Definitions

City: City of Duncanville.

City Council: City Council of the City of Duncanville.

Department: Parks & Recreation Department of the City of Duncanville.

Director: City of Duncanville Parks & Recreation Department Director or his or her designee.

Employee(s): Term used to describe people who have been hired to work for the City of Duncanville and have been assigned responsibility for managing, administering, or implementing some portion of the Duncanville Youth Programs.

Fieldhouse General Manager: City of Duncanville Parks and Recreation Fieldhouse General Manager.

*Parent(s):*This term will be sued to represent one or both parent(s) or adults who have legal custody and authority to enroll their child(ren) in Duncanville Youth Programs.

Participant: A youth whose parent(s) have completed all required registration procedures and determined to be eligible for a Duncanville Youth Program.

Program Counselor: City of Duncanville Parks & Recreation Department Seasonal/Temporary employee who has been assigned responsibility to implement the City's Youth Program.

Program Manual: Notebook of policies, procedures, required forms, and organizational and programming information relevant to Duncanville Youth Programs.

Program Site: Area and facilities where Duncanville Youth Programs are held consisting of the Duncanville Independent School District Campus, Recreation Center and the Duncanville Fieldhouse.

Recreation Superintendent: City of Duncanville Parks & Recreation Department's Recreation Manager.

Site Director: City of Duncanville Parks & Recreation Department Seasonal/Temporary employee or contractor who has been assigned responsibility to implement the City's Youth Program.

Youth Programs or Program: City of Duncanville Youth Programs currently consisting of the Summer Recreation Program and selected days off from school.

Sec. 12D-4. Inspections/Monitoring/Enforcement

A. A monthly inspection report will be initiated by the Site Director of each Program to confirm that the Standards of Care are being met.

B. Inspection reports will be sent to the Recreation Superintendent or Fieldhouse General Manager for review and kept on record for at least two (2) years.

C. The Parks & Recreation Department's Recreation Superintendent or Fieldhouse General Manager will review the report and establish deadlines and criteria for compliance with the Standards of Care.

D. The Summer Recreation Program will be inspected twice during its summer schedule. In addition, selected days at the Program Site will be visited during the school year.

E. Complaints regarding enforcement of the Standards of Care will be directed to the Site Director. The Site Director will be responsible to take the necessary steps to resolve the problems. The Site Director will record complaints regarding enforcement of the Standards of Care and their resolution. The Recreation Services Supervisor will address serious complaints regarding enforcement of the Standards of Care and the complaint and resolution will be noted.

F. The Parks & Recreation Department's Recreation Superintendent or Fieldhouse General Manager will make an annual report to the City Council on the overall status of the Youth Program and its operation relative to compliance with the adopted Standards of Care.

Sec. 12D-5. Enrollment

A. Before a child can be enrolled a parent must sign registration forms that contain the child's:

(1) Name, address, home telephone number;

(2) Name and address of parents and telephone number during Program hours;

(3) The names and telephone numbers of people to whom the child can be released or names of those who many not pick them up;

(4) A statement of the child's special problems or needs;

(5) Emergency medical authorization;

(6) Proof of residency when appropriate; and

(7) A liability, transportation, photo and movie waiver

Sec. 12D-6. Report of Abuse

Program employees will report suspected child abuse or neglect in accordance with the Texas Family Code.

Sec. 12D-7. Site Director Qualifications

A. Site Director will be Seasonal/Temporary professional employees or qualified contractor of the City of Duncanville Parks & Recreation Department and will be required to have all Recreation Site Director qualifications as outlined in this document.

B. Site Director must be at least 21 years old

C. Site Director must have a bachelor's degree from an accredited college or university. Acceptable degrees include:

(1) Recreation Administration or General Recreation

(2) Physical Education, Secondary or Elementary Education

(3) Any other comparable degree plan that would lend itself to working in a public recreation environment

D. Site Director must have two years experience planning and implementing recreational activities.

E. Site Director must pass a background investigation including testing for illegal substances.

F. Site Director must have successfully completed a course in First Aid and Cardio-Pulmonary Resuscitation (CPR) based on either American Heart Association or American Red Cross standards.

G. Site Director must be able to furnish proof of a clear tuberculosis test within 12 months prior to their employment date.

Sec. 12D-8. Site Director's Responsibilities

A. Site Directors are responsible to administer the Programs' daily operations in compliance with the adopted Standards of Care.

B. Recreation Services Supervisor and Site Directors are responsible to recommend for hire, supervise, and evaluate Counselors. Camp management shall ascertain and have on record information, such as a letter of reference, attesting to the character and integrity of each staff member, and information, such as training certificates, attesting to the ability of each staff member to perform the tasks required in his or her position.

C. Site Directors are responsible for planning, implementing, and evaluating programs.

D. Site Directors will be considered Camp Health Officers. Duties will consist of, but not limited to: dispensing of medication and first aid, records management of incidences, emergencies, and camper's health files.

Sec. 12D-9. Counselor Qualifications

A. Counselors will be Seasonal/Temporary employees of the Parks & Recreation Department.

B. Counselors working with children must be age 17 or older and have completed high school; however, each site will have at least one employee 18 years old or older present at all times.

C. Counselors should be able to consistently exhibit competency, good judgment, and self-control when working with children.

D. Counselors must relate to children with courtesy, respect, tolerance, and patience.

E. Counselors must have successfully completed a course in the First Aid and CP based on either American Heart Association or American Red Cross standards. An exception can be made for no more than one staff person at each site and that personal shall successfully complete a First Aid and CPR course within two weeks of starting work.

F. Each Counselor must be able to furnish proof of a clear tuberculosis test within the 12 months prior to their employment date.

G. Counselors must pass a background investigation including testing for illegal substances.

Sec. 12D-10. Counselor Responsibilities

A. Counselors will be responsible to provide participants with an environment in which they can feel safe, can enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their peers.

B. Counselors will be responsible to know and follow all City, Departmental, and Program standards, policies and procedures that apply to Duncanville Parks and Recreation Youth Programs.

C. Counselors must ensure that participants are released only to an authorized parent, or an authorized adult designated by the parent. All Program sites will have a copy of the Department approved plan to verify the identity of a person authorized to pick up a participant if that person is not known to the Counselor.

Sec. 12D-11. Training/Orientation

A. The Department is responsible for providing training and orientation to Program employees in working with children and for specific job responsibilities. Recreation Superintendent or Fieldhouse General Manager will provide each Counselor and Site Director with a Program manual specific to the Youth Program.

B. Program employees must be familiar with the Standards of Care for Youth Program operation as adopted by the City Council.

C. Program employees must be familiar with the Program's policies including discipline, guidance, and release of participants as outlined in the Program Manual.

D. Program employees will be trained in appropriate procedures to handle emergencies by the Recreation Services Supervisor/professionals in the field.

E. Program employees will be trained in areas including City, Departmental, and Program policies and procedures, provision of recreation activities, safety issues, child psychology, and organization.

F. Program employees will be required to sign an acknowledgement that they received the required training.

Sec. 12D-12. Staff-Participant Ratio

A. In a Duncanville Youth Program, the standard ratio of participants to Counselors shall not exceed 20 to 1. In the event a Counselor is unable to report to the Program site, a replacement will be assigned. The camp director shall not be included in the supervisor to camper ratio in camps serving over 50 campers at a time.

B. Each participant shall have a Program employee who is responsible for him or her and who is aware of the participant's habits, interests, and any special problems as identified by the participant's parent(s) during the registration process.

Sec. 12D-13. Discipline

A. Program employees will implement discipline and guidance in a consistent manner based on the best interests of Program participants.

B. There must be no cruel or harsh punishment or treatment.

C. Program employees may use brief, supervised separation from the group if necessary.

D. As necessary, Program employees will initiate discipline reports to the parent(s) of participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.

E. A sufficient number and/or severe nature of discipline reports as detailed in the Program Manual may result in a participant being suspended from the Program.

F. In instances where there is a danger to participants or staff, offending participants will be removed from the Program site as soon as possible.

Sec. 12D-14. Programming

A. Program employees will attempt to provide activities for each group according to the participants' ages, interests, and abilities. The activities must be appropriate to participants' health, safety, and well being. The activities also must be flexible and promote the participants' emotional, social, and mental growth.

B. Program employees will attempt to provide indoor and outdoor time periods that include:

(1) Alternating active and passive activities,

(2) Opportunity for individual and group activities, and

(3) Outdoor time each day weather permits.

Sec. 12D-15. Communication

A. The Program site will have a mobile phone to allow the site to be contacted by Parks & Recreation personnel or for making emergency calls.

B. The Site Director will post the following telephone numbers, listed in this subsection, adjacent to a mobile phone accessible to all Program employees at the site:

(1) Duncanville Ambulance or Emergency Medical Services;

(2) Duncanville Police Department;

(3) Duncanville Fire Department;

(4) Duncanville Independent School District campuses;

(5) Numbers at which parents may be reached; and

(6) The telephone number for the site itself.

Sec. 12D-16. Transportation

A. Before a participant may be transported to and from city sponsored activities, a transportation form, completed by the parent of the participant, must be filed with the Site Director.

B. First Aid supplies and a First Aid and emergency care guide will be available in all Program vehicles that transport children.

C. All Program vehicles used for transporting participants must have available a 6-BC portable fire extinguisher which will be installed in the passenger compartment of the vehicle and must be accessible to the adult occupants.

Sec. 12D-17. Safety

A. Program employees will inspect the Program site daily to detect sanitation and safety concerns that might affect the health and safety of the participants. A daily inspection report will be completed by Program employees and kept on file by the Site Director.

B. Buildings, grounds, and equipment on the Program site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.

C. Program equipment and supplies must be safe for the participants' use.

D. Program employees must have First Aid supplies readily available at each site, during transportation to an off-site activity, and for the duration of any off-site activity.

E. Program air conditioners, electric fans, and heaters must be mounted out of participants' reach or have safeguards that keep participants from being injured.

F. Program porches and platforms more than 30 inches above the ground must be equipped with railing participants can reach.

G. All swing seats at the Program site must be constructed of durable, lightweight, relatively pliable material.

H. Program employees must have First Aid supplies readily available to staff in a designated location. Program employees must have an immediately accessible guide to First Aid and emergency care.

I. Restrooms will be inspected on a frequent basis to insure that no undesirable activity is occurring. Manual logs will be included with inspection reports indicated above to show that staff checks restrooms.

Sec. 12D-18. Fire

A. In case of fire, danger of fire, explosion, or other emergency, Program employees' first priority is to evacuate the participants to a designated safe are.

B. The Program site will have an annual fire inspection by the local Duncanville Fire Marshalls, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Director of Parks & Recreation who will review and establish deadlines and criteria for compliance. Information from this report will be included in the Parks & Recreation annual report to the Council.

C. The Program site must have at least one fire extinguisher approved by the Fire Marshalls readily available to all Program employees. The fire extinguisher is to be inspected monthly by the Site Director, and a monthly report will be forwarded to the Recreation Manager who will keep the report on file for a minimum of two years. All Program employees will be trained in the proper use of fire extinguisher.

D. Fire drills will be initiated at Program sites based on the following schedule:

(1) Summer Recreation Program: A fire drill twice during the session.

Sec. 12D-19. Health

1. Illness or Injury

1. A participant who is considered to be a health or safety concern to other participants or employees will not be admitted to the Program.

2. Illnesses and injuries will be handled in a manner to protect the health of all participants and employees.

3. Program employees will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the Program Manual.

4. Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.

2. Program employees will administer medication only if:

    1. Parent(s) complete and sign a medication form that provides authorization for staff to dispense medication with details as to time and dosages. The form will include a hold harmless clause to protect the City.

    2. Prescription medications are in the original containers labeled with the child's name, a date, directions, and the physician's name. Program employees will administer the medication only as stated on the label. Program employees will not administer medication after the expiration date.

    3. Nonprescription medications are to be labeled with the child's name and the date the medication was brought to the Program. Nonprescription medication must be in the original container. Program employees will administer it only according to label direction.

    4. Medication dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of Program employees. The Program employees will administer no injections.

    5. Program employees must ensure medications are inaccessible to participants, or if it is necessary to keep the medications in the refrigerator (when available), medications will be kept separate from food.

3. Toilet Facilities

    1. The Program site will have inside toilets located and equipped so children can use them independently and Program staff can supervise as needed.

    2. There must be one flush toiled for every 15 females and 15 males. Urinals may be counted in the ratio of toilets for males, but they must not exceed 70% of the total number of toilets.

3. An appropriate and adequate number of lavatories will be provided.

4. Hand cleanser is required at all times.

D. Sanitation

1. The Program facilities must have adequate light, ventilations, and heat.

2. The Program must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a safe and sanitary manner.

3. Program employees must see that garbage is removed from buildings daily."

SECTION 2. That all provisions of the Ordinances of the City of Duncanville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 4. That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Duncanville, Texas, this the 2nd day of August, 2022

APPROVED:

_____
Barry L. Gordon, MAYOR

ATTEST:

_____
Kristin Downs, CITY SECRETARY

APPROVED AS TO FORM:

_____
Robert E. Hager, CITY ATTORNEY