Duncanville City Council Meeting Agenda

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

Tuesday, November 19, 2024
5:00 P.M. – Executive Session
6:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session
or immediately following the 6:00 pm Work Session/Briefing

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

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

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

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

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

To view the live meeting or previous meetings click on the link below.
https://duncanvilletx.new.swagit.com/views/454/

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

- Submit a comment by 4:00 p.m. on Tuesday, November 19, 2024.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, November 19, 2024
- First Name, Last Name, and Address

Page

EXECUTIVE SESSION

1. City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Main, south of Wheatland, west of Allen and north of Fouts, and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same. 8 - 9

   Executive Session

2. City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic. 10

   Executive Session

3. City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Clark Rd., south of Red Bird Ln., west of US Highway 67, and north of Wintergreen Rd., and pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same. 11 - 12

   Executive Session

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

A. Council to receive a briefing from Star Transit. 13 - 14

   Star Transit Briefing

B. Council to receive a briefing on the candidates nominated to serve on the Dallas Central Appraisal District Board of Directors. 15 - 45

   DCAD Board of Directors Candidates

C. Council to Receive a Briefing from Hunden Partners on evaluating third-party sports facility management companies and conducting a comparative analysis of proposals, including the continuation of in-house operations. 46 - 47

   Briefing from Hunden Partners

D. Briefing Presentation of the Hometown Champions Banner Program 48 - 50

   Hometown Champions Banner Program Breifing

E. Council to receive a briefing on special events that are not city sponsored and require street closures. 51

   Briefing on Special Events and Street Closures

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

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

1. REPORTS

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

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

A. Veteran's Day Proclamation 52 - 53
Veteran's Day Proclamation

B. Proclamation to Duncanville High School for Distributive Education Clubs of American (DECA) 54 - 55
DECA Proclamation

3. CITIZENS' INPUT

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

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

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

4. CONSENT AGENDA

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

A.	Consider the Minutes for the Date, Year City Council Regular Meeting. City Council - 17 Sep 2024 - Minutes Special Called Meetings - 07 Oct 2024 - Minutes City Council - 15 Oct 2024 - Minutes	56 - 73
B.	Approve Regular City Council meeting dates for 2025. 2025 Council Meeting Dates	74 - 88
C.	Consider a resolution adopting the TikTok and Prohibited Technology Policy for the City of Duncanville. TikTok and Prohibited Technology Policy	89 - 97
D.	Consider a Resolution approving and adopting the FY2024-25 Investment Policy. FY2025 Investment Policy	98 - 124
E.	Consider a Resolution to approve the Budget Development Policy Budget Development Policy	125 - 132
F.	Consider a Resolution approving the City of Duncanville to adopt and amend the Texas Tax Code Chapter 35 Municipal Hotel Occupancy Tax. Adopt and Amend Texas Tax Code Chapter 35	133 - 138
G.	Consider a Resolution authorizing the annual expenditure with Dallas Central Appraisal District (DCAD) for property appraisal services, in accordance with state law, in an amount determined through DCAD's annual budgeting process. Dallas Central Appraisal District Annual Budget Allocation	139 - 144
H.	Consider an ordinance amending the FY 2024-2025 budget by appropriating resources received for projects, grants, donations, and capital projects in FY 2024 and amending expenditures. FY 2025 Budget Amendments - Projects and CIP	145 - 157
I.	Consider a Resolution authorizing an agreement through the City of Plano contract #2021-0440-AC with DataProse, LLC for the procurement of water bill printing and mailing services, for a period of one-year with an option to renew for four additional years, with an annual estimated expenditure of $146,000. FY25 Renewal - DataProse, LLC	158 - 173
J.	Consider a Resolution authorizing the purchase of Personal Protective Equipment (PPE) gear cleaning, inspection and repair from Gear Cleaning Solutions, through an Interlocal Cooperative Purchasing Agreement with the City of Frisco contract 2212-016 for the unit price bid with an estimated expenditure amount not to exceed $34,500.00. Personal Protective Equipment (PPE) gear clearing, inspection and repair from Gear Cleaning Solutions	174 - 216
K.	Consider a Resolution authorizing the City manager to execute the terms of the agreement, and to authorize the City Manager to execute	217 - 228

the terms, conditions, and payment for the costs of the Regional Fire Training Officer in said agreement documents.

Regional Fire Training Officer

L. Consider a Resolution authorizing the annual expenditure with the City of Cedar Hill for the operations and maintenance of the Tri-City Animal Shelter, in accordance with terms of the Acquisition, Ownership, and Operating Agreement, in an amount of $423,175.00, determined through the City of Cedar Hill's annual budgeting process. 229 - 244

ILA - Tri-City Animal Shelter

M. Consider a Resolution authorizing the annual expenditure with the City of DeSoto for the operations and maintenance of the Southwest Regional Communications Center (SWRCC), in accordance with the terms of the Interlocal Agreement for Regional Dispatch, in an amount of $1,274,004, determined through the City of DeSoto's annual budgeting process. 245 - 260

ILA - Regional Dispatch

N. Consider a Resolution awarding a bid and authorizing an interlocal purchasing agreement with TIPS USA Automobiles 210907 to purchase three (3) Dodge Charger Police Patrol Vehicles (PPV) to include upfitting and painting in the expenditure amount not to exceed $225,000.00. 261 - 272

Three Dodge Charger Police Vehicles

O. A Resolution of the City Council of the City of Duncanville, Texas, Approving the Terms and Conditions of the Settlement and Release Agreement, by and between Casey Lending LLC and the City of Duncanville, Texas. 273 - 282

Resolution Approving the Settlement Agreement for Casey Lending LLC

P. Consider a resolution authorizing the expenditure for field and turf irrigation products, landscaping products, specialty conditioners/soils, ground maintenance equipment, parts, and supplies with BWI Companies, Inc. through BuyBoard Contract #705-23 with an estimated yearly amount of $101,220.00 over a two-year period amounting to $202,440.00, with an additional appropriation of $30,366.00 as a 15% contingency for a total amount not to exceed $232,806.00. 283 - 446

Field Turf and Landscape Specialty Chemicals, Fertilizers,and Products From BWI Companies

Q. Consider a Resolution authorizing a contract for ground maintenance equipment, parts, and supplies with Pioneer Manufacturing Company through BuyBoard Contract #706-23 and Contract #665-22 for Athletic, Physical Education, Gymnasium Supplies and Equipment, and Heavy Duty Exercise Equipment and Related Accessories for estimated expenditures of $173,163.00 over a two-year period, which includes $89,036.00 for year one and $61,136.00 for year two, along with an additional appropriation of $22,991.00 as a 15% contingency. 447 - 605

Pioneer Manufacturing Company

R. Consider a Resolution authorizing the Second Amendment to Contract 3230223 with Texas Standard Construction, Ltd., for the Wren Avenue Waterline Improvements and Oriole Boulevard I-20 Aerial Crossing 606 - 615

Replacement Project in the amount of $16,031.66, not exceeding a total contract amount of $1,225,168.77.

Wren Avenue Waterline Improvements and Oriole Boulevard I-20 Aerial Crossing Replacement Project Change Order

S. Consider a Resolution endorsing the implementation of a continuing pretreatment program as required by 40 CFR 403 for the Trinity River Authority's Central Regional Wastewater System. 616 - 619

Central Regional Wastewater System

T. Consider an Ordinance amending Chapter 20 of the Duncanville Code of Ordinances by repealing and replacing Article IV, "General Sewage Disposal Standards," with a new Article IV, "General Sewage Disposal Standards," to provide for updates to regulations governing wastewater discharges into the publicly owned treatment works within the City of Duncanville. 620 - 672

General Sewage Disposal Standards Ordinance Amendment

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. Consider a resolution acknowledging receipt of the Independent Audit and Annual Comprehensive Financial Report provided by Pattillo, Brown, and Hill, LLP for the Fiscal Year ended September 30, 2023. 673 - 862

FY 22-23 Independent Audit and Annual Comprehensive Financial Report

C. Consider a Resolution to appropriate the remaining American Recovery Plan Act (ARPA) in the approximate amount of $550,000 and $800,000 of the remaining 2018 General Obligation Bonds for Harrington Park, to complete the concession stand and restroom buildings, Phase 1, and the trail and bridge connection to Waterview Park, Phase 3. 863 - 866

Harrington Park bond project - allocation of funds

D. Consider a Resolution authorizing the use of Hotel Occupancy Tax Funds in the Amount of $170,000 for Phase 1 of the Harrington Park 2018 Bond Project. 867 - 871

HOT Funds - Harrington Park Bond Project

E. Consider a resolution awarding a contract to Trane for HVAC repairs and authorizing the expenditure of Hotel Occupancy Tax funds in an amount not to exceed $1,071,659.00. 872 - 906

Fieldhouse - HVAC Replacement and Repair of Exterior Doors

F. Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Matt Balke, Business Owner, in an amount not to exceed $300,000.00 for a building located at 220 N. Main St, Duncanville, Texas 75116 907 - 942

DCEDC Design Incentive Grant - Matt Balke - 220 N. Main St.

G. Consider a Resolution authorizing the approval of an Amendment to Order Form with Placer.ai for the location tracking data analytics software via professional services procurement. 943 - 965

Amendment to Order Form Placer.ai

6. STAFF AND BOARD REPORTS

A.	Present the Police Department's Quarterly Report. Police Quarterly Report	966 - 981
B.	Receive the Preliminary Financial Report as of September 30, 2024 Preliminary Financial Report as of September 30, 2024	982 - 1027
C.	Receive the Fiscal Year 2023-2024 Fourth Quarter Investment Report as of September 30, 2024. FY2024 Q4 Investment Report as of September 30, 2024	1028 - 1038

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Thursday, November 14, 2024, by 6:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

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

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

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Main, south of Wheatland, west of Allen and north of Fouts, and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Victor Barrera, Economic Development Director

BACKGROUND/HISTORY:
City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Main, south of Wheatland, west of Allen and north of Fouts, and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

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FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Take any necessary action as a result of executive session.

STAFF REPORT

MEETING: City Council - 19 Nov 2024

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

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STAFF RESPONSIBLE:
Douglas Finch, City Manager

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FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Take any necessary action as a result of executive session.

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Council to receive a briefing from Star Transit.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Tommy Hendricks, Executive Director - Star Transit
Kim Britton, Deputy Executive Director - Star Transit

BACKGROUND/HISTORY:
Star Transit provides public transportation services to the residents of Duncanville and surrounding areas, including bus routes, demand-response services, and other transit options aimed at increasing mobility within the city. As part of the ongoing efforts to evaluate the effectiveness and responsiveness of transportation services, it is important for the City Council to receive an update on Star Transit's current ridership trends, service adjustments, and any upcoming initiatives that may impact the community.

This briefing will allow the City Council to review Star Transit's current performance and discuss opportunities for improvement.

POLICY EXPLANATION:
Mayor Contreras requested this item be placed on the Council's agenda. The briefing from Star Transit will include the following:

1. **Current Ridership Trends** – An overview of ridership statistics, including increases or decreases in service demand, peak ridership times, and demographic trends.
2. **Service Performance** – A summary of the operational performance of current routes and services, including on-time performance, service reliability, and customer satisfaction.
3. **Future Enhancements and Plans** – Any proposed changes or improvements to services in Duncanville, such as route expansions, schedule adjustments, or new mobility solutions, including potential impacts of regional transit plans.

4. **Public Outreach and Community Engagement** – Information on how Star Transit engages with the Duncanville community, including efforts to solicit public feedback, address concerns, and increase awareness of available services.
5. **Funding and Budget Considerations** – A brief discussion of any funding changes or budget considerations that may affect transit services, including state or federal grants, local funding support, or new revenue opportunities.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
No action to be taken. Briefing only.

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Council to receive a briefing on the candidates nominated to serve on the Dallas Central Appraisal District Board of Directors.

Vision Statement:

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

STAFF RESPONSIBLE:
David Kees, Assistant to the City Manager

BACKGROUND/HISTORY:
Section 6.0301 of the Texas Property Tax Code provides that an appraisal district in a populous county shall be governed by a board of nine (9) directors composed of both appointed and elected directors. Five (5) of the directors are to be appointed by the taxing units that participate in the district in the manner as previously prescribed by Section 6.03 of the Tax Code (the "levy method"), and three (3) directors are to be elected by majority vote at the general election for state and county officers by the voters of the county in which the district is established. The County tax assessor-collector serves as a voting ex office member.

SB 2 required the first election for elected directors for districts within populous counties be held on the uniform election date in May 2024. The three (3) additional Board members were elected as a result of the May 4, 2024 election, became a part of the Dallas CAD Board of Directors and the Dallas County Tax Assessor/Collector became a voting ex officio member effective July 1, 2024.

Effective January 1, 2025, the five (5) appointed board of directors will be elected according to Tax Code Section 6.03, or the "Levy Method". The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. There are 5,000 total votes to be allocated based on each taxing unit's tax levy as compared to the total levy for all taxing units. Each taxing unit eligible to vote and participate in the appointment process may nominate up to five candidates for the Dallas CAD Board of Directors.

The five directors appointed by the taxing units serve staggered four-year terms beginning on January 1st of every other even-numbered year. To provide for the transition for the staggered terms, two (2) directors must be appointed to serve a term of one year, and three (3) directors shall be

appointed to serve a term of three years. Thereafter, all appointed directors serve four-year terms. Following the election the Chief Appraiser in conjunction with the elected directors will draw lots to determine which two (2) directors serve a term of one year.

POLICY EXPLANATION:
DCAD received sixteen (16) nominations from participating entities. One nominee withdrew from consideration, leaving fifteen (15) candidates for member entities to vote on.

The City of Duncanville is allotted fifteen (15) total votes. The Council may choose to cast all fifteen (15) votes for one candidate or apportion its votes among multiple candidates.

The biographies of the candidates, as well as the ballot, are attached to the staff report.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Council to discuss how to apportion the City of Duncanville's fifteen votes. Staff will bring back a resolution with the selected choice(s).

ATTACHMENTS:
Ballot and Candidate Biographies
DCAD Letter and Sample Resolution

Dallas Central Appriaisal District Offical Ballot
Election of Members to the Board of Directors

Below are the candidates for appointment to the five (5) voting positions on the Board, listed alphabetically. Please indicate your taxing unit's vote(s) by entering the number of votes to the right of the candidate(s) of choice.

Nominees	Votes
Kevin Carbo, Sr.	
Brett Franks	
Clyde C. Hairston	
Beth Nunneley Mazziotta	
Pauline Medrano	
Dan Micciche	
Carma R. Morgan	
Elishima Myles	
Debra North	
Demarcus Odom	
Larry Offutt	
William David Palmer	
Cassandra Phillips	
Yemi Salau	
Camile White	

Submit this official ballot before December 15, 2024, to Chief Appraiser, Shane Docherty, via email DcadElections@dcad.org and mail a hardcopy to Shane Docherty, Executive Director/Chief Appraiser, 2949 N. Stemmons Fwy., Dallas, Texas 75247.

Attach this ballot to the resolution passed by your taxing unit authorizing the taxing unit vote.

Kevin Carbo

Biography

Born in Brooklyn, New York. and moved to Puerto Rico when he was 4 years old and arrived at Tampa in 1980 and Texas in 1984. Carbo has lived in Texas for most of his life and Mesquite is home.

Carbo earned a bachelor's degree in finance from Dallas Baptist University and an MBA from the University of Dallas. He retired from the City of Dallas where he managed contracts, procurement and budgets for the Airfield Management Department at Dallas Love Field. His resume includes banking for Chase Bank in the back office performing operations and as a Personal Banker in the Mesquite Branch. Managed check processing for Allstate Insurance and oversaw compliance operations in their two operations centers in Irving, TX and Wheeling, IL. Served as chair of the Dallas Clearinghouse District which oversees the mailing operations relationship between its members in the Dallas Metroplex and USPS.

His vast involvement with leadership began in the late1980s as a PTA parent where he served as President at all levels (Elementary, Middle School and High School) and ultimately served as first vice-president of the Mesquite Council of PTA's. I have been blessed to participate and lead several programs and associations. For example: I am a 1998 graduate of Texas Association of School Boards leadership program (LTASB), served as President of the North Texas Association of School Boards (NTAASB). Chaired the TASB Risk Management Fund Board which, at the time, was the fifth largest fund board in the USA and managed and managed insurance and bond business for their membership. Currently he sits as a Director of the TASB Board of Directors (BOD). Chaired the National Hispanic Caucus (a Council of NSBA) and sat as a Director on the National School Board Association (NSBA) BOD. He is President of a local Buzzard Clubs of America (BCOA) league chapter. Served as Chairman of Circle Ten Tomahawk District. Coached youth baseball and soccer leagues. Served my Church as a youth leader. Has been a keynote speaker at Jr. ROTC banquets and keynote speaker for Concilio, which is an association that helps school kids, and their parents better understand the rigors of school life and what awaits after graduation.

He and his wife, Jossie, have two children that were educated through the Mesquite ISD system, and they enjoy six grandchildren. He is active in the community by attending and presenting information in forums, town hall meetings and local club meetings. His passion has always been to help others do better. He says: "I love the job I am doing for Texas Public Education, and I firmly believe that the work we do is of the utmost importance to the future of our State and Country".

Thank you for the privilege of your time.

Brett Franks
Mayor Pro Tem
City Council Place 1
City of Sachse

Councilmember Brett Franks and his family moved to the City of Sachse in 2000. In June 2012 he was elected to serve as Place One of the City Council. Since that time Councilmember Franks has been elected by his Council peers to serve as Mayor Pro Tem in 2015, 2020, 2022, 2023, and 2024. Brett has served as the Council Liaison to the Parks and Recreation Board since 2012 and held a position on the Board for two years prior to being elected to City Council. He was a voting member of the Municipal Development District Board from its creation in 2018 until 2021 when he became the Council Liaison to the Board. He also serves as a voting member on each of the three Tax Increment Financing Reinvestment Zone Boards. He is a former member of the Sachse Baseball Association and Campus Improvement Team at Hudson Middle School.

Mr. Franks is an Orthopedic Physicians Assistant with the Sports Medicine Clinic of North Texas. As a proud graduate of the United States Military Academy West Point and Army veteran, Mr. Franks also volunteers his time every year to organize the Annual Memorial Day Event in Sachse.

Councilmember Franks is interested in representing the suburban cities of DCAD because of the increasing concerns by residents regarding appraisals. He relishes the chance to provide a voice for area property owners and help develop collaborative solutions. The consistent escalation of property values in Dallas County, has caused great concern for many residents and business owners. He sees an opportunity to increase education and communication from the District and improve transparency related to the appraisal process. He believes that providing this information and giving better explanation to citizens regarding the appeal process would improve how DCAD serves the citizens in the District. Committing to regular communication with those he serves is a priority for Councilmember Franks.



CLYDE C. HAIRSTON

MAYOR, CITY OF LANCASTER

EDUCATION

DOCTORATE OF RELIGIOUS PHILOSOPHY (PH.D)/ TABERNACLE BIBLE COLLEGE/TAMPA FL

MASTERS OF DIVINITY/ TABERNACLE BIBLE COLLEGE/TAMPA, FL

BACHELORS OF ARTS IN BIBLICAL STUDIES AND THEOLOGY/ MINNESOTA GRADUATE SCHOOL OF THEOLOGY/ BROOKLYN CENTER, MN

CERTIFICATE OF DIPLOMA IN BIBLICAL STUDIES AND THEOLOGY/ DAYSPRINGS BIBLE COLLEGE INSTITUTE AND SEMINARY/ TAMPA, FL

CONTACT

CITY OF LANCASTER
211 N HENRY STREET
LANCASTER, TX 75146
PH: 469-970-4432
CHAIRSTON@LANCASTER-TX.COM

CAREER HIGHLIGHTS

Mayor Clyde C. Hairston has been a positive community leader in the City of Lancaster for over thirty-three (33) years. Mayor Hairston's passion for serving began with him being an appointed member of the Human Relations Commission, a citizen's forum, to bring racial harmony to the City. Before serving on the Lancaster City Council, Mayor Hairston became the first Official Chaplin by city council resolution. As time progressed, Mayor Hairston was elected as Lancaster City Councilmember for District 5 for eleven (11) years. He then went on to serve as the first Deputy Mayor Pro Tempore for three (3) terms before becoming the Mayor in 2018. Currently, he is in his third term as Mayor of the City of Lancaster. He earned the 2017 (CMO) Certified Municipal Official certification, through the Texas Municipal League Institute (TMLI), which included Open Government Training, Open Meeting Act, and Public Information Act. In February 2021, Mayor Hairston received the following Texas Municipal League Institute certifications: Certified Municipal Official, Certificate of Recognition, and Certificate of Outstanding Accomplishment.

Mayor Hairston has a proven participatory record in leadership within the City of Lancaster and the Lancaster Independent School District (L.I.S.D.). He served on the Lancaster Outreach Center Board of Directors, Senior Chaplain for the Dallas County Constable Precinct One (2007-2010), and as President of the Lancaster Interdenominational Ministerial Alliance (LIMA) for four (4) years; he currently serves as Treasurer of LIMA. Mayor is also serving as President on the North Central Texas Housing and Finance Corporation (NCTHFC) board and is a member of the Metroplex Mayors Association.

His community involvement and engagement with residents went further than his role as an elected leader. As a council representative, he served on the Library Board, the Parks and Recreation (4B) Board, the Airport Board, the Museum Board, and the Civic Service Commission. He was responsible for Meadowcreek Community Park being built for our youth and families. Mayor Hairston takes pride in giving back and investing in the City of Lancaster. He continued to be active throughout the community by serving as a partner for eight years, 2010-2018, with the Lancaster Independent School District (L.I.S.D.)

In addition, Mayor Hairston's community involvement includes presenting for My Brother's Keeper Summit for young men and volunteering as a community leader greeter for Back to School Red Carpet Day in the City of Lancaster. Mayor Hairston has been a beacon for his community and strongly believes it takes all of us as a community to come together and make our city better.

"It's not about me, it's about we"

-Mayor Clyde C. Hairston

Lancaster
The Shining Star of Texas

Beth Nunneley Mazziotta
Nunneley Real Estate
bmazz@swbell.net
214-662-7114

Background

City of Dallas and Dallas County Resident for 43 years

Dallas Area Real Estate Agent/Broker for 23 years

Meals on Wheels Volunteer for 27 years

Current DCAD Board of Director (appointed by City of Dallas)

Education/Schools Attended

Nocona High School

SMU Cox School of Business (studied Negotiation Expert)

Oxford University, England

Texas Women University (studied TV/Radio/Marketing)

If elected DCAD Board of Director, I will continue to:

- Support all Dallas County Taxing Jurisdictions and the Property Owners of Dallas County
- Ensure DCAD establishes accurate and fair property valuations annually
- Ensure the most qualified Appraisal Review Board (ARB) members are appointed to serve
- Ensure DCAD sets the standard for all Appraisal Districts in Texas

Meet the Treasurer

(/)

Meet the Treasurer

Records Building
(https://www.google.com/maps/place/500+Elm+St,+Dallas,+TX+75202/@32.7794862,-96.8098036,17z/data=!3m1!4b1!4m5!3m4!1s0x864e99167723a7e5:0x8c910ae1424388d3!8m2 96.8076096) - 500 Elm Street, Suite 4400, Dallas, TX 75202
(214) 653-7321 • Fax: (214) 653-7705 • 8:00 A.M. - 4:30 P.M., Monday - Friday

Se Habla Español



Pauline Medrano was re-elected Dallas County Treasurer in November 2018, and sworn into office on January 1, 2019. Ms. Medrano has been the Dallas County Treasurer since January 1, 2015. Ms. Medrano brings over 10 years of administrative experience in State and Federal government and 10 years in corporate management.

Pauline Medrano was elected to the Dallas City Council in June of 2005, and re-elected in 2007, 2009, 2011. Ms. Medrano served as Deputy Mayor Pro Tem from 2009-2011 and as Mayor Pro Tem from 2011-2013.

While on the city council Ms. Medrano served as Chair of the Public Safety Committee, Vice Chair Dallas Conventions & Visitors Bureau, Vice Chair of the Quality of Life Committee, Transportation Committee, Housing Committee, Dallas Downtown Inc. and Chaired several Ad HOC committees.

Pauline Medrano was appointed as Vice Chair of the US Census 2010 Advisory Committee by former US Secretary of Commerce, Gary Locke and currently serves as Vice Chair of the City of Dallas Complete Count Committee appointed by the Mayor.

Ms. Medrano is the past President of the National Association of Latino Elected and Appointed Officials (NALEO).

Pauline Medrano is a Dallas County native, raised in the Oak Lawn area of Dallas, and a graduate of Skyline High School. Ms. Medrano earned a Bachelor of Arts degree in Political Science from the University of Texas at Arlington. She is a member of the Oak Cliff Lions Club and the Esperanza "Hope" Medrano elementary school Board of Friends. In addition, Ms. Medrano serves on the Board of Directors for Annie's Place. She also serves on the National Association of County Officials (NACo) Deferred Compensation and Retirement advisory Committee.

Active in the community, Ms. Medrano has had a life of service and continues down that path as County Treasurer.

As County Treasurer, Pauline Medrano Chairs the County Financial Review Committee, serves on the County Bail Bond Board, and on the Employee Benefits Committee. She is a member of the County Investment Academy with the Texas Association of Counties, and the County Treasurers Association of Texas. She was elected and sworn in as the 1st Vice President of the County Treasurers Association of Texas on September 20, 2023.

The County Treasurer's Office serves as the chief custodian of county finances; responsible for receiving and accounting for all county funds in the county depository bank and paying, applying or disbursing all county funds in such a manner as directed by Commissioners Court and in conformance with law.

Ms. Medrano is committed to the highest level of customer service, transparency, efficiency and accountability to our county government.

DAN MICCICHE
DALLAS ISD TRUSTEE
DISTRICT 3

Dan Micciche is partner emeritus at the law firm of Akin, Gump, Strauss, Hauer & Feld. He has lived in Dallas since 1981, and has been a resident of Dallas ISD District 3 for over 25 years. He was first elected to the Dallas ISD Board of Trustees in 2012. He served as President of the Dallas ISD Board Trustees from 2016 to 2018 and has also served multiple terms as 1st Vice President and Secretary. Dan is a frequent speaker at school board events, neighborhood and community meetings.

Dan started and chaired his firm's School Partnership Program with James W. Fannin Elementary School in Dallas from 2005 to 2012. The program won the **State Board of Education's gold level award for community partnerships in** 2011.

Dan has received a number of recognitions for his work in public education, **including the "No Kid Hungry" Award from Share Our Strength; "The Closing the Gap" Award from Leadership ISD; the "Voice of Children Award" from** Children at Risk; as well as awards from the Texas State Teachers Association and the Ferguson Road Initiative in appreciation of his service to Dallas ISD.

Dan also serves as a director of the Texas Association of School Boards.

Dan received his B.A. with highest honors from Stony Brook University, where he was a member of Phi Beta Kappa. He received his J.D. from the University of Chicago Law School. He also received a **master's degree in education** policy and analysis from the Harvard Graduate School of Education.

Dan has been recognized by clients and peers in *The Best Lawyers in America* for 16 consecutive years; in ***Chambers USA: America's Leading*** *Lawyers for Business* for 20 consecutive years; in *Texas Super Lawyers* for 17 consecutive years; and as one of the best lawyers in Dallas by *D Magazine* for 11 consecutive years.

Dan has been active in the Dallas and Texas bar associations and has served in the following roles:

Chair, Dallas Bar Association Tax Section. 2001

Chair, State and Local Tax Committee, Tax Section, State Bar of Texas, 2002-2004

Chair, Tax Section, State Bar of Texas, 2008-2009

He was also named Lawyer of the Year 2020 (DFW Tax) by Best Lawyers in America.

Dan's civic and charitable activities include serving on the Board of Directors of the American Red Cross Dallas, the Greater East Dallas Chamber of Commerce, and Workforce Solutions Greater Dallas. He also served on the **Mayor's Task Force on Ethics Reform**, which drafted and recommended a sweeping ethics reform proposal that was adopted unanimously by the Dallas City Council.

Dan was also the former vice chair of Texas C-BAR (Community Building through Attorney Resources), a pro bono organization. In addition, he previously served on the School Finance Task Force of the Greater Dallas Chamber; the Board of Directors of the Stat**e Bar of Texas; and Comptroller's** Tax Advisory Group under three different Comptrollers.

Dan is a 1999 graduate of the Greater Dallas Chambers Leadership Dallas Program and a 1998 graduate of the Leadership Arts Program of the Dallas Business Committee for the Arts.

Dan served on his firm's associate and counsel compensation committees for over ten years and also coordinated the associate and counsel evaluation **process for many years. He also served as the hiring partner for the firm's** Dallas office for many years. He **was the recipient of the firm's first Partner Recognition Award for his mentoring of counsel and associates and the firm's** Pro Bono Partner of the Year Award. He was the 11th lawyer inducted into Akin

Gump's "Pro Bono and Public Service Hall of Fame" based on his contributions to pro bono and community service throughout his legal career.

Mrs. Carma Morgan



Phone: 972-291-1581

Email: carma.morgan@chisd.net

M.Ed in Educational Leadership Texas Woman's University

Bachelors in Sociology from Cameron University

Board Trustee

Place: 2

Trustee Since: 2022

Term Expiration: 2025

Bio: Cedar Hill ISD Trustee Carma Morgan has worked as an educator since 1997. She began as a Social Studies and Mathematics Teacher in Dallas ISD and became an administrator in Lancaster ISD. Morgan is currently an Instructional Coordinator in DeSoto ISD.

Morgan earned a Master's Degree in Educational Leadership from Texas Woman's University in Denton and a Bachelor's Degree in Sociology with a minor in Mathematics from Cameron University in her hometown of Lawton, Oklahoma.

Morgan served honorably in the United States Air Force as a Dental Assistant for four years. She was stationed in North Dakota, Korea and Texas.

Morgan has lived in Cedar Hill since 2007 and is the proud parent of five daughters – two of whom graduated from Cedar Hill ISD and three of whom are current CHISD scholars.

Elishima Myles, MBA

My name is Elishima Myles, I currently serve as the Mayor Pro Tem for the city of Balch Springs. I have the privilege of working for Dallas College at the Lancaster Campus as Project Coordinator Relationship Management and Instructor, delivering quality adult career training programs to a diverse population for over ten years in post-secondary education. I earned my Bachelor of Science in Business Administration from the University of Louisiana at Lafayette (formerly the University of Southwestern Louisiana), I hold a Master of Business Administration with a concentration in Finance from Texas A&M University-Commerce and an Associate of Applied Science in Accounting.

I have pursued various continuing education opportunities to enhance my skills and knowledge. I completed a Human Resources Associate program in Human Resources Management at Dallas College. Additionally, I attended the Advocacy Essentials for Leaders course at the University of Notre Dame's Mendoza College of Business in New Orleans, LA. I also earned a Project Management Certificate from North Lake College in Irving, TX. These experiences have equipped me with valuable insights and tools to better serve my community and advance in my career.

Before transitioning to higher education, I spent 14 years at JP Morgan Chase Bank, where I served as a Financial Operations Manager for a decade in the Investment Banking Asset Services and Broker Dealer Services Operations. I managed and coordinated efforts across teams while maintaining a high standard of production, and the security of assets and funds. Throughout my tenure, I collaborated with various business partners to identify gaps, improve processes, and enhance operational efficiency.

I currently serve as a Board of Director for Leadership Southwest. An organization designed to develop tomorrow's leaders and community volunteers by making a significant contribution to the future of the Southwest Dallas County. My desire lies in educating others to make a difference in their communities, and in the importance of financial literacy and debt management. As I continue to serve Dallas County through teaching, and community outreach and engagement, I have been an active volunteer and community activist in my own community of Balch Springs for over 15 years.

My passion for serving my community continues to motivate my civic involvement, which began in 2006 when I was appointed to the Balch Springs Planning and Zoning Commission. I served on the board for 10 years, including 8 years as Chair. That same year, I also joined the Balch Springs Citizen Police Academy, where I dedicated two years to understanding and helping our local law enforcement. In 2008, I was appointed as an Advisor to the Balch Springs Parks and Recreation Advisory Board, and I had the honor of serving as Chair for 6 of my 8 years on the board.

In 2015, I was honored to receive the Balch Springs Citizen of the Year award, a recognition that truly reflects my commitment to my community. Then, in 2017, I was further acknowledged by the Balch Springs City Council with a plaque celebrating my dedication and loyalty to the city. These awards motivate me to continue serving and making a positive impact in the city of Balch Springs and in Dallas County.

Debrah S North
DebrahNorth20@gmail.com

Summary of Qualifications

A native of Dallas, Texas, Debrah North is an accomplished professional with extensive experience in financial services, insurance, asset management, and IT account management. A proven leader in both corporate and nonprofit sectors, she has held key positions that emphasize community engagement, strategic growth, and operational excellence. Her service record includes significant leadership roles in local and regional organizations, with a deep commitment to diverse partnerships and strategic initiatives across North Texas. She is actively involved in civic responsibilities, including service on the City of DeSoto Zoning Board of Adjustments and Building and Standards.

Key Professional and Community Leadership Roles

- Financial Advisor trainee, Edward Jones: Specializing in financial services for clients impacted by breast cancer, focusing on wealth management, asset growth, and personalized financial planning.
- IT Account Manager: Successfully managed corporate accounts, ensuring client satisfaction and the delivery of tailored technology solutions.
- City of DeSoto Zoning Board of Adjustments and Building and Standards: Actively contribute to city planning and zoning decisions, ensuring compliance with building standards.
- North Texas Commission Member: Support regional initiatives for economic development and community engagement.
- Past President, DeSoto Rotary Club: Led local community service programs, focusing on youth leadership, public service, membership, and scholarships.
- Assistant Governor and Inclusion Chair, Rotary District 5810: Drove district-wide growth and developed diverse inclusion and membership initiatives.
- Executive Board Member & VP of Development, Cedar Hill ISD Education Foundation: Managed fundraising efforts and strengthened community partnerships to support educational programs to support scholars, teachers, and staff. Since it's inception, CHEF has provided more than $1 million in funding to support Cedar Hill ISD initiatives!
- Leadership North Texas Alumni: Engaged in regional leadership development and stewardship fostering strategic partnerships from regions that have successfully addressed regional issues and challenges relevant to the region; and participate in the development of appropriate strategies for North Texas.
- Past Board Member and Alumni, Leadership Southwest: Contributed to leadership training and regional community development programs.

Skills and Expertise
Financial and Wealth Management • Client Relations and Portfolio Strategy • IT Account Management • Community Leadership and Engagement • Diverse Inclusion Advocacy • Civic and Municipal Service • Fundraising and Development



Councilman Demarcus Odom

Councilman Demarcus Odom is a versatile and accomplished councilman for the City of Hutchins, Texas. A professional, that constantly demonstrates leadership and experience while driving city and regional growth, for the southern section of Dallas. Councilman Odom strategic mindset, creative flair, and dedication have consistently delivered outstanding results for a wide range of projects and new development.

Councilman Odom holds a BS degree from Florida State University and applies his education and knowledge to stay up to date on industry trends, that translate into a more robust city, while keeping content creation, and constant community engagement. Councilman Odom attributes his success and accomplishments from his discipline in the US Navy. As a Navy crewman, Councilman Odom was taught to "Put the people first". That ability has led to increased brand visibility and multiple business opportunities for the City of Hutchins.

Councilman Odom political journey has seen him excel for the City of Hutchins and outside the city as well. Besides serving as an elected official, Councilman Odom further demonstrates his leadership skill while serving on the Economic Development Board and Parks and Recreation Board for the City of Hutchins. Outside the city, he is a proud graduate of Leadership Southwest and currently sits on their Board of Directors.

In summary, Councilman Odom is an innovative for energizing the city, community involvement and making major improvements to the southern section of Dallas. The creativity, and results-driven approach have consistently delivered impactful solutions for citizens in an ever-growing area. His track record of success, combined with his "Can do Attitude"

LARRY OFFUTT

Innovative and self-directed professional with a broad range of safety policy-training development, insurance, risk management and loss prevention experience, will bring talent and vision to an organization. A willing partner with all levels of the organization who, through strategic planning, improvement of processes, internal and external customer service, will sustain prevention and claims control programs to enhance cash flow and profits. Offers unique abilities for hospitably industry due to extensive day-to-day operating experience. Program Presenter and/or Expert Testimony: OSHA / Dept. of Labor / NIOSH / National Child Labor / Consumer Product Safety / NRA / NFA / Risk and Insurance Management Institute (RIMS) / Tri-National Safety & Security Council of North American Trade Agreement (NAFTA).

KEY STRENGTHS

Team Building/Leadership ● Strategic/Project Planning ● Restaurant Operations ● Interpersonal/Technical Skills ● Oral/Written Communications ● Critical Thinking ● Program-Focused ● Creative Services ● Customer Service ● Organizational Skills ● Networking ● Adaptability ● Risk Exposure Prevention ● Emergency Preparedness

PROFESSIONAL EXPERIENCE

DIRECTOR, SAFETY & RISK MANAGEMENT, SAN ANTONIO, TX 2010-PRESENT
STEAK 'N' SHAKE (CURRENTLY AS A CONTRACTOR)

- In conjunction with the CEO & CFO determine appropriate levels of exposure and ability to retain and manage those 'self-insured' loss amounts.
- Establish a communication and trust level support relationship at all levels of Operations in order to directly impact profits, and protection of associates and guests.
- Initiate and 'sell' prevention programs and tools for Operations, Supply Chain, and R & D.
- Manage all third-party lawsuits, mediations and OSHA compliance issues for 500-plus locations.
- Review and recommend all insurance contracts/insurers including broker selection, services and fees.

KEY CHALLENGES/SOLUTIONS

- Complete the 'turn around' of Risk Management, Insurance and Claims Handling programs. Reduced average claim cost and reserves by absolute ownership of the process in directing the TPA / Insurer and Defense .
- Develop and manage team in all functions of insurance programs including procurement, certificates, and administration ($1M deductible on WC & GL).
- Implement solutions for lag reporting of incidents resulting in improved reporting 96% with 24 hour 'notice' .
- Establish quarterly reviews of all claims with a value of $5,000 or more along with lowering TPA's authority levels, demanding intense investigative integrity and immediate defense assignments.
- Revamp and implement Crisis Communications policies and procedures as well as being a 'first responder' for all issues associated with guest / employee / product incidents.
- Investigate and implement creative avenues for total cost of risk addressing premiums, retentions, reserves and claim expense resulting in increased cash flows for Operations.

VICE PRESIDENT, OPERATIONS SAFETY & RISK MANAGEMENT, DALLAS, TX 2005-2009
CORE SOLUTIONS, LLC / SNELLING STAFFING SERVICES, LLC / INTREPID HEALTHCARE USA, INC.

- Established Risk Management Department including Workers' Compensation, Property and General Liability claims handling procedures internally and with third party administrators.
- Identify internal and external exposures at all levels of business units. Develop and implement solutions for elimination or mitigation of risks. Drug Free Workplace and Modified Duty Programs.
- Directed all functions of insurance programs including procurement and administration.
- Lead all claims-handling activities by direct reports and 51 TPA adjusters across the country, including methodology for quarterly file reviews. Achieved results in faster claim closing, reduced litigation, and appropriate reserve levels. Average claims costs were decreased by 20% over a two-year period.
- Established approved panel of defense attorneys in local jurisdictions, and coordinate all litigated claims with Legal

and Human Resources Departments.

DIRECTOR, SAFETY & LOSS CONTROL, MIAMI, FL 1997-2004
BURGER KING CORPORATION (BKC U.S AND INTERNATIONAL)

- World-wide responsibilities for the development, approval and implementation of policies, procedures and programs related to safety, security and loss control for 30,000 employees in over 1500 locations internationally. Responsibilities included communication and coordination of Risk Management and Operations across a wide spectrum of services to achieve a best in industry Safety & Risk Program.
- Facility safety / security management of 1500 corporate locations and BKC World Headquarters, including on-site security, Medical Emergency Response Teams and coordination of Shared Services, including fleet, executive protection and facility maintenance.
- Supervised and updated forensic Loss Control (cash and inventory) auditing programs for all corporate operations.
- Chief witness / responder on behalf of BKC in all regulatory and legal proceedings regarding safety-health/accidents, including vicarious liability (10,000 plus franchise locations) actions.
- Coordinated and directed claims handling with on-site dedicated Property/ General Liability unit, remote Workers' Compensation units in various states, and appropriate local legal counsel.

PROFESSIONAL

WORLD SAFETY ORGANIZATION
REGISTERED SAFETY DIRECTOR
CERTIFIED SAFETY TECHNICIAN

NATIONAL SAFETY COUNCIL (FL)
PROFESSIONAL SAFETY CERTIFICATION

RIMS
RISK MANAGEMENT SOCIETY

NRA SERVSAFE
CERTIFIED FOOD SERVICE INSTRUCTOR

PLAYGROUND SAFETY INSTITUTE
CERTIFIED SAFETY INSPECTOR

FEMA
COMMUNITY EMERGENCY RESPONSE

NRRDA
NATIONAL RETAIL AND RESTAURANT DEFENSE ASSOCIATION

COMMUNITY AND VOLUNTEER
Dallas City Commissioner appointed by Dallas City Council- Landmark Commission Oct 2021 - Present

Founding Member - Remember Black Dallas -Jan 2019 - Present · Civil Rights and Social Action
City of Dallas Emergency Management (FEMA) Dec 2016 - Present
Founder & Member - Historic Preservation League (now Preservation Dallas)
Member- Supporter – Dallas NAACP
Founder & Board Member - Swiss Ave Historic District
Founding and Current Member – Friends of Aldredge House Museum
Dallas County Park Board
Member - Supporter - The Southern Poverty Law Center
Member-Supporter – National Council of Jewish Women Dallas

Civic and Professional Awards/Recognition/Service;

- City of Dallas
  - Mayor's Award Beautiful Clean Dallas
  - City of Dallas - Review Board
- Savage Park (recognition and dedication as founder of Historic Preservation Movement)
- Dallas Chamber of Commerce (East – Ret)
  - Chairman - Governmental Affairs Committee
  - Chairman - Parks Committee
- Boy Scouts of America
  - Scout Master .. Special Needs Scouts
- Department of Defense – Operation Eagle – 9-11 Pentagon Recovery

NAFTA
Tri-National Committee – Safety & Security

I am a dedicated historic preservationist with a passion for conserving the rich cultural and ethnic heritage of our region while understanding our city/county is not a museum and must change and adopt to differing needs and demands in order to grow and progress. , I have played a pivotal role in preserving and revitalizing historically significant landmarks and neighborhoods in the Dallas area thus raising property vales while protecting generational cultures/ traditions. My extensive portfolio includes the rehabilitation and restoration of dozens of residential and commercial properties not only in Dallas but also in notable areas of Coral Gables, Florida, and San Antonio, Texas. As an active member of Preservation Dallas, Remember Black Dallas, Texas Historic Society, the Dallas Historical Society and the Dallas Landmark Commission, my expertise and advocacy have been instrumental in safeguarding the architectural treasures that define our area's character. Beyond my contributions to Dallas, my work in Coral Gables (also known as The Black Gables) and San Antonio (Denver Heights), has underscored my deep commitment to historical preservation across diverse cultures, socio-economic neighborhoods. My unwavering commitment to the preservation of historic sites, cultures, and communities ensures that the rich tapestry of cultures remains an integral part of Dallas' vibrant future.

WM. DAVID PALMER

1705 Colony Dr
Irving, Texas 75061

(214) 557-8406
david@premarkhs.com

Successful in Improving, Building and Restructuring Companies

Persuasive leader with strong ability to communicate with and motivate people at all levels, build cross-functional teams and accomplish results. Solid accounting, financial and operational background in manufacturing coupled with more than thirty-five years of legal experience. My quantitative and qualitative analytical skills and strategic thinking have a proven record of success identifying, developing, and implementing innovative solutions to complex business problems.

03/07 – Present

PREMARK HEALTH SCIENCE, INC.
Irving, TX
President/Shareholder/Director

Co-Founder of company performing contract manufacturing and packaging of functional foods, dietary supplements and personal care goods. Beginning in 2007 with 6 employees, we now have 45 full-time employees operating out of our 74,815sf facility in Las Colinas. Our production capability involves the manufacture of nutritional powder blends, two-piece hard gel capsules, and liquids. Our packaging capability includes bottles, canisters and tubs, as well as flexible single serve pouches, stick packs and multi serve re-sealable bags.

We are highly focused on the quality, safety and efficacy of the products we produce. The company is registered with the FDA and Texas Department of State Health Services as a Food Manufacturer and OTC Drug Manufacturer. We are third-party cGMP certified by NSF for Dietary Supplement production and SQF for Food production. I focus my leadership and communication skills on empowering employees throughout the company to improve their business and personal skill sets.

01/06 – 02/07

STRATEGIC SOLUTIONS
Irving, TX

Consult manufacturing and/or marketing companies selling nutritional and personal care goods. Provide clients with legal/regulatory counsel, development of business plan, marketing strategy and CRM techniques, implementation of lean manufacturing techniques, and financial modeling.

10/94 – 08/05

PROGRESSIVE LABORATORIES, INC
Irving, TX
President / Chief Operating Officer / Director

I was recruited to this privately owned manufacturer and distributor of nutritional supplements, personal care goods, OTC drugs and medical devices as Vice President/General Counsel in 1994. We experienced continual growth and my achievements led to promotions to Vice President/Chief Operating Officer in 1999 and then President/COO in 2002.

From 1997, I led all aspects of operational and strategic activities, with my direct reports being the Chief Financial Officer, Director of Operations, Plant Manager, Purchasing Manager, and after 2002, the Sales Managers for the Brand Lines and Contract Manufacturing. Progressive engages in sales of branded products to Health-Care Practitioners, branded products direct-to-consumer, and contract manufacturing. Under my leadership, and within the very

conservative spending constraints of a small company, we outpaced the industry by averaging over 14% revenue growth per year while improving every financial marker of the business.

Cross-functional teams included every employee, to participate in monthly training videos, written reporting of application of their learning in both work and personal life. The training strengthened their personal growth, team attitude, and self-motivation. This team-environment preparation fostered involving the top third of the employees in strategy planning and development of long-term strategic objectives. More than half of the employees were directly involved in establishing detailed action plans, and accountable for achieving strategic goals.

The company-wide participation in developing the strategic plan and marketing plan spawned an excited and electric atmosphere as all employees began to see new direction taking shape. I felt tremendous satisfaction in leading this process, both from the aspect of witnessing the personal development of our management team and employees, and their enthusiasm in positioning the company for the next growth stage.

4/90 - 10/94

LAW OFFICE OF WM. DAVID PALMER
Dallas, TX
Sole Practitioner

The practice focused on commercial transactions, including representation of both buyers and sellers in business purchase transactions, representing the franchisor entity in the private offering of franchises, business organization drafting, and bankruptcy with two successful Chapter 11 Reorganizations of small businesses. I took court appointments from the juvenile courts representing minors, and the family courts as an ad litem, which was very personally fulfilling. During 1990, and again between late 1992 and 1994 traveled extensively with domestic client representation in Mexico and Panama. I developed a very strong interest in Latin America, and began to study international commercial transactions and the Spanish language. My practice profitably grew with a network of referring attorneys and a loyal client following.

1/88 - 4/90

RAY E. GREEN & ASSOCIATES, P.C.
Dallas, TX
Associate Attorney

8/86 - 1/88

NIELSEN & COMPANY, P.C.
Dallas, TX
Associate Attorney/Law Clerk

9/76 - 7/86

KRAFT FOODS COMPANY, INC.
Chicago, IL
Law Department – Senior Tax Accountant ***(3/84 – 7/86)***

Internal Audit Department - Senior Auditor *(6/82 - 2/84)*

Garland Manufacturing Plant and Dallas Foodservice - Accounting Clerk *(9/76 – 5/82)*

EDUCATION:

SOUTHERN METHODIST UNIVERSITY, Dallas, TX
Master of Business Administration, May 2004
(Executive M.B.A. Program)
Beta Gamma Sigma National Honorary Business Fraternity

DePAUL UNIVERSITY COLLEGE OF LAW, Chicago, IL
Juris Doctor, January 1987

SOUTHERN METHODIST UNIVERSITY, Dallas, TX
Bachelor of Business Administration, May 1982 - *Cum Laude*
Major - Accounting
Beta Alpha Psi National Honorary Accounting Fraternity
Minor – Political Science

PROFESSIONAL:

Member: State Bar of Texas (#15435950)

PERSONAL:

Born May 25, 1958, at Methodist Hospital, Dallas TX. Married to Allyson since January 1983 and active in Boy Scouts with our three sons who are all Eagle Scouts. Friends of Scouting Chairman, Western Star District, 2005, 2006 and 2007.

Director: Greater Irving – Las Colinas Chamber of Commerce 2001 – 2007

Director: Irving Sister Cities 2012 - Present

Commissioner: City of Irving, Planning and Zoning Commission 2005 – 2012

Board Member: City of Irving Tax Increment Investment Zone (TIF) No. 1 2012 - 2015

Councilman: City of Irving Place 8 At-Large 2015 – 2021. Chair to the Planning and Development Committee, co-chair to the Boards and Committees Appointments Committee and served on the Audit and Finance Committee and the Transportation and Natural Resources Committee. Council liaison to the National League of Cities and is a liaison to the Youth Council.

11. I am interested in serving on the DCAD Board of Directors in order to make contributions in improving the function of DCAD as well as the appraisal process in general. I believe my background, skills and experience will be a positive contribution to the Board.

Cassandra Phillips
810 Jungle Drive
Duncanville, TX 75116
CPhillips4DuncanvilleISD@gmail.com
214.682.3293
October 15, 2024

Dallas Central Appraisal District Board of Directors
2949 N. Stemmons Freeway
Dallas, TX 75247

Dear Taxing Entities,

I am writing to formally announce my candidacy for re-election to the Dallas Central Appraisal District (DCAD) Board of Directors. It has been a privilege to serve on the board, and I am eager to continue contributing my experience, dedication, and vision to ensure the ongoing success of the DCAD in serving our community. With over 20 years of experience as a Real Estate Broker, I have developed a deep understanding of the importance of fair property appraisals and the critical role that transparency and accountability play in building trust between the appraisal district and the public.

During my time on the board, I have focused on key responsibilities, including appointing a fair and equitable chief appraiser, approving budgets that align with the needs of the cities and school districts we serve, and approving a biennial reappraisal plan. I am committed to ensuring that all properties are appraised at market value by January 1 each year, and that the information is delivered on time. My dedication to appointing objective and impartial members to the Appraisal Review Board has been a cornerstone of my efforts to maintain a fair and trusted system for property owners.

One of my primary goals has always been to promote transparency within the DCAD. This commitment to transparency not only strengthens public trust but also ensures that the district operates efficiently and effectively.

As I seek re-election, my passion for serving the community remains as strong as ever. I believe my experience, insight, and dedication uniquely position me to continue making a positive impact. I am excited about the opportunity to build on the progress we've made, and I look forward to the chance to continue advocating for a fair, transparent, and equitable appraisal process for all.

Thank you for your consideration. I would be honored to continue serving on the Dallas Central Appraisal District Board of Directors, and I am confident that together, we can further strengthen the appraisal system that benefits both property owners and the taxing entities we serve.

Sincerely,

Cassandra Phillips

Cassandra Phillips 810 Jungle Drive Duncanville, TX | Cassandra@PPRDfw.com | 214-682-3293 |

Objective: Dedicated and accomplished Real Estate Broker with over 20 years of service in the community. Passionate about fostering trust and transparency between the appraisal district and the public. Dedicated to enhancing the efficiency and effectiveness of DCAD through continued service and advocacy.

Education:

- Bachelor of Science in University Studies, The University of Texas at Arlington, Arlington, TX [2012]
- Associate of Applied Science (AAS), Cedar Valley College, Lancaster, TX [1993]

Professional Experience: Managing Broker | Phillips Price Realty, Duncanville, TX | Feb 2005 - Present

- Supervision, Compliance, Leadership, Training and Development, Transaction Oversight, Client Relations, Risk Management, Technology Integration and Community Engagement.
- Applies strong negotiation skills to secure favorable contract terms, resulting in increased profitability.
- Conducts thorough audits, identifying discrepancies and implementing corrective actions to ensure compliance.
- Provides outstanding customer service, consistently exceeding customer satisfaction targets.
- Demonstrates diligence in resolving customer concerns promptly and effectively.
- Recognized as a great listener and problem solver, contributing to a positive work environment.

Supervisor | Drive Financial, Dallas | June 1998 - March 2000

- Led and motivated a team, achieving a 92% increase in overall team productivity.
- Developed and implemented collection strategies that improved team efficiency and performance.
- Utilized exceptional time management and organizational skills to meet tight deadlines.

Skills:

- Contract Knowledge: In-depth understanding of contract negotiations and compliance.
- Time Management: Proven ability to manage multiple tasks efficiently and meet deadlines.
- Communication: Exceptional verbal and written communication skills.
- People Skills: Adept at building and maintaining positive relationships with clients and colleagues.

Community Involvement: Elected School Board Trustee | Duncanville ISD | 2017 - Present

- Contributes to strategic decision-making to enhance the educational experience for students.
- Advocates for community engagement and improved educational resources.
- Overseeing a substantial $125 million budget.
- Ensuring fiscal prudence, and making strategic financial decisions to support the educational objectives and well-being of the students and the broader school community.

Elected Dallas Central Appraisal District Director for Suburban Schools | 2020

- Committed to ensuring fair and equitable property appraisals
- Transparent communication
- Responsible budgeting
- Appointing a fair and equitable Chief Appraiser
- Approving a biennial reappraisal plan

By actively pursuing my role as an elected official, my aim is to contribute to the success of the Dallas Central Appraisal District with integrity and operational excellence.

Yemi Salau brings 15 years of rich experience in SAP and Project Management. Throughout his career, he has held key roles at renowned organizations, including IBM, Accenture, Verizon, CSC, Deluxe, General Dynamics, and PepsiCo. He has led significant projects for major clients, contributing to federal initiatives like the Logistics Modernization Program (LMP) and the US Navy Supply Command (NAVSUP), as well as being involved in Verizon's 5G rollout.

In 2023, Yemi was elected as a Council member for place 7 in Balch Springs. He earned his Bachelor of Science degree in Electrical Engineering from Farmingdale State University.

Beyond his professional pursuits, Yemi is actively engaged in community volunteering and enjoys traveling with his family. He is also a passionate reader, making time for literature whenever he can.

CAMILE DENISE WHITE

Is currently a Board Trustee for Dallas Independent School District (ISD) for District 4 and serves as the Board Secretary.

She is the Dallas ISD Board Delegate for Texas Association of School Boards (TASB).

Camile White is a licensed Texas Realtor and has served on several committees with MetroTex Association of Realtors.

She loves Dallas and understands the balance between business and home ownership. Camile will bring her Real Estate experience and belief that it is important to have people from all walks of life to represent everyone in Dallas County. The tax base that is generated is vital in keeping public schools, and cities operating all while providing amenities for citizens.

She is an elected Party Precinct Chair and serves as House District 107 Coordinator where she helps inform voters and increase voter participation.

Camile White is currently a member of Dallas CERT Team because she is concerned about those around her and wants people to be safe which is why she volunteers as the Vice Chair of Hillside Oaks Crime Watch.

Ms. White has served on the Dallas Public Library Board for Dallas City Council, District 5, on the Trustee Board of St. Luke "Community" United Methodist Church with a budget of millions in assets where she was vital in helping make decisions that kept assets up to date and in great working condition, and also made decisions on proposed land acquisitions.

Camile was a Government Adjunct Professor for Dallas College where she taught Political Science.

She has a Masters Degree in Political Science from the University of Texas at Arlington.

Ms. White is married and has three children, and two beautiful grandsons.

Dallas Central Appraisal District

Date: October 29, 2024

To: Greg Contreras, Mayor, City of Duncanville | greg.contreras@duncanvilletx.gov
Sent Via Email

From: Shane Docherty, Executive Director/Chief Appraiser

Re: Election Ballot for Dallas Central Appraisal District Board of Directors

Number of Votes Allocated To: Duncanville is 15

I have received all timely submitted nominating resolutions to elect members to the Dallas Central Appraisal District Board of Directors. I have prepared the attached sample Resolution and Ballot listing the candidate names in alphabetical surname order as required by Texas Property Tax Code Section 6.03(j).). The District originally received 16 nominations, however, one nominee withdrew their name; therefore, there are 15 nominees on the official ballot.

The governing body of each taxing unit entitled to vote must cast its votes in an open meeting by resolution and submit the resolution ballot to the Dallas CAD Chief Appraiser **BEFORE** December 15, 2024 (except taxing units with 250 or more votes). In addition to your taxing unit's votes being provided in the Subject line of this memo, I have included an attachment showing the number of votes for each county, city, school district and college district that is entitled to vote.

The governing body of each taxing unit entitled to cast at least five percent of the total votes (taxing units with 250 votes or greater) must determine its vote by resolution adopted at the FIRST or SECOND open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the THIRD day following the date the resolution is adopted.

Please submit the resolution ballot both by email (DcadElections@dcad.org) as well as hardcopy via mail, courier or hand delivery. Taxing units may cast its votes for one candidate or distribute their votes among any number of the candidates listed on the attached official ballot (Page 4).

The Chief Appraiser will count the votes and declare the five candidates who received the largest cumulative votes as elected and submit the results before December 31, 2024, to each of the taxing units and to the candidates.

In addition to the sample resolution and ballot and taxing unit voting entitlement list are the biographies/resumes provided by the candidates and taxing units.

The remaining steps in the appointment process and calendar as prescribed by Texas Property Tax Code Section 6.03 is summarized below:

Before December 15 (since December 15 is a Sunday this due date is the next day that is not Saturday, Sunday or a holiday): In accordance with Texas Property Tax Code Section 6.03 (k) each taxing unit that is entitled to vote shall determine its vote by resolution and submit the same to the Chief Appraiser.

Before December 31: In accordance with Texas Property Tax Code Section 6.03 (k) the Chief Appraiser will count the votes, declare the five candidates who received the largest cumulative vote totals elected, and submit the results to each taxing unit in the District and to the candidates.

On January 1 the five appointed members take office and begin their term.

If you have any questions about this process, please contact Deputy Chief Appraiser, Cheryl Jordan, via email at DcadElections@dcad.org or her direct line, 214-819-2312, or the District's main number, 214-631-0520.

Enclosures/Attachments: Sample Resolution Ballot; Voting Entitlement List; Candidate Biographies/Resumes

RESOLUTION NO. 2024-____

A RESOLUTION OF {**insert governing body e.g., city council, school board, commissioners court**} OF THE {**insert name of jurisdiction}**, CASTING ITS VOTE FOR A MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Chief Appraiser has provided the participating taxing units eligible to vote the nominees for the Appraisal District Board of Directors in accordance with the Texas Property Tax Code;

NOW, THEREFORE, BE IT RESOLVED BY THE {**insert governing body e.g., city council, school board, commissioners court**}:

Section 1. That the {**insert governing body e.g., city council, school board, commissioners court**}of{**insert name of the jurisdiction**}does hereby cast its votes in accordance with the attached ballot, for a member of the Board of Directors of the Dallas Central Appraisal District.

Section 2. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the {insert the name of the governing body} of the {insert the name of the jurisdiction}, on this the ___ day of December 2024.

PASSED, APPROVED AND ADOPTED this ___ day of _____ 2024.

I**nsert NAME OF JURISDICTION**

_____

MAYOR/PRESIDENT/COUNTY JUDGE

ATTEST:

_____

Dallas Central Appriaisal District Offical Ballot
Election of Members to the Board of Directors

Below are the candidates for appointment to the five (5) voting positions on the Board, listed alphabetically. Please indicate your taxing unit's vote(s) by entering the number of votes to the right of the candidate(s) of choice.

Nominees	Votes
Kevin Carbo, Sr.	
Brett Franks	
Clyde C. Hairston	
Beth Nunneley Mazziotta	
Pauline Medrano	
Dan Micciche	
Carma R. Morgan	
Elishima Myles	
Debra North	
Demarcus Odom	
Larry Offutt	
William David Palmer	
Cassandra Phillips	
Yemi Salau	
Camile White	

Submit this official ballot before December 15, 2024, to Chief Appraiser, Shane Docherty, via email DcadElections@dcad.org and mail a hardcopy to Shane Docherty, Executive Director/Chief Appraiser, 2949 N. Stemmons Fwy., Dallas, Texas 75247.

Attach this ballot to the resolution passed by your taxing unit authorizing the taxing unit vote.

Dallas Central Appraisal District 2024 Calculation of Taxing Unit Votes for Board of Directors Per Texas Property Tax Code Section 6.03(d)

SUPPLEMENTAL #09-2023 EVR DATED 09/13/2023 FOR TAX YEAR 2023 FOR ALL ENTITIES

ENTITY	2023 Taxable Value As of *09-2023* Supplemental	2023 Tax Rate	2023 Estimated Taxes Imposed	Taxing Unit Percentage of Total Taxes Imposed	*1,000 Multiplier*	*Round*	*Multiply by Number of Directors (5)*	2024 Taxing Unit Voting Entitlement	Taxing Unit Percentage of Total Votes (Yellow Highlight ≥ 5%) TPTC 6.03(k-1)
COUNTYWIDE ENTITIES									
Dallas County	$379,938,404,211	0.215718	$819,595,527	10.68843%	*106.88432*	107	535	**535**	**11%**
Dallas College	390,920,370,020	0.110028	$430,121,865	5.60926%	*56.09265*	56	280	**280**	**6%**
GRAND TOTAL OF COUNTYWIDE	$770,858,774,231		$1,249,717,392	16.29770%	*162.97696*	163	815	815	
CITIES									
Addison	$6,166,137,691	0.609822	$37,602,464	0.49038%	*4.90378*	5	25	**25**	1%
Balch Springs	1,875,435,619	0.794629	$14,902,755	0.19435%	*1.94348*	2	10	**10**	0%
Carrollton	9,346,277,268	0.553750	$51,755,010	0.67494%	*6.74943*	7	35	**35**	1%
Cedar Hill	5,855,397,117	0.646525	$37,856,606	0.49369%	*4.93692*	5	25	**25**	1%
Cockrell Hill	209,369,894	0.772596	$1,617,583	0.02110%	*0.21095*	0	0	**0**	0%
Combine	26,022,434	0.350000	$91,079	0.00119%	*0.01188*	0	0	**0**	0%
Coppell	10,298,701,897	0.491818	$50,650,870	0.66054%	*6.60543*	7	35	**35**	1%
Dallas	188,701,821,976	0.735700	$1,388,279,304	18.10470%	*181.04697*	181	905	**905**	**18%**
DeSoto	7,189,656,103	0.685092	$49,255,759	0.64235%	*6.42350*	6	30	**30**	1%
Duncanville	3,634,349,125	0.646034	$23,479,131	0.30619%	*3.06194*	3	15	**15**	0%
Farmers Branch	9,407,424,339	0.569000	$53,528,244	0.69807%	*6.98067*	7	35	**35**	1%
Ferris	27,391,876	0.494700	$135,508	0.00177%	*0.01767*	0	0	**0**	0%
Garland	23,933,703,437	0.689746	$165,081,762	2.15285%	*21.52849*	22	110	**110**	2%
Glenn Heights	914,831,427	0.564729	$5,166,318	0.06737%	*0.67375*	1	5	**5**	0%
Grand Prairie	12,943,039,011	0.660000	$85,424,057	1.11402%	*11.14024*	11	55	**55**	1%
Grapevine	395,708,326	0.250560	$991,487	0.01293%	*0.12930*	0	0	**0**	0%
Highland Park	8,441,265,923	0.220530	$18,615,524	0.24277%	*2.42767*	2	10	**10**	0%
Hutchins	1,242,023,438	0.630082	$7,825,766	0.10206%	*1.02057*	1	5	**5**	0%
Irving	39,058,006,723	0.589100	$230,090,718	3.00064%	*30.00637*	30	150	**150**	3%
Lancaster	5,374,997,280	0.639004	$34,346,448	0.44792%	*4.47916*	4	20	**20**	0%
Lewisville	120,213,029	0.419079	$503,788	0.00657%	*0.06570*	0	0	**0**	0%
Mesquite	13,534,098,469	0.690000	$93,385,279	1.21785%	*12.17847*	12	60	**60**	1%
Ovilla	46,950,260	0.626213	$294,009	0.00383%	*0.03834*	0	0	**0**	0%
Richardson	14,077,745,835	0.560950	$78,969,115	1.02984%	*10.29845*	10	50	**50**	1%
Rowlett	7,278,645,314	0.710400	$51,707,496	0.67432%	*6.74323*	7	35	**35**	1%
Sachse	2,570,038,721	0.650416	$16,715,943	0.21799%	*2.17994*	2	10	**10**	0%
Seagoville	1,294,165,708	0.728004	$9,421,578	0.12287%	*1.22868*	1	5	**5**	0%
Sunnyvale	1,883,883,190	0.453000	$8,533,991	0.11129%	*1.11293*	1	5	**5**	0%
University Park	10,666,870,235	0.236226	$25,197,921	0.32861%	*3.28609*	3	15	**15**	0%
Wilmer	1,774,995,820	0.439130	$7,794,539	0.10165%	*1.01649*	1	5	**5**	0%
Wylie	204,246,408	0.538882	$1,100,647	0.01435%	*0.14354*	0	0	**0**	0%
GRAND TOTAL OF CITIES	$388,493,413,893		**$2,550,320,700**	33.25900%	*332.59002*	333	1655	1655	
SCHOOL DISTRICTS									
Carrollton-FB ISD	$25,342,800,795	0.983600	$249,271,789	3.25078%	*32.50780*	33	165	**165**	3%
Cedar Hill ISD	5,386,737,208	1.132600	$61,010,186	0.79564%	*7.95640*	8	40	**40**	1%
Coppell ISD	16,965,761,428	1.053500	$178,734,297	2.33089%	*23.30893*	23	115	**115**	2%
Dallas ISD	177,911,793,431	1.013835	$1,803,732,031	23.52266%	*235.22660*	235	1175	**1175**	**24%**
DeSoto ISD	4,721,801,802	1.072800	$50,655,490	0.66060%	*6.60604*	7	35	**35**	1%
Duncanville ISD	6,575,027,245	1.082800	$71,194,395	0.92845%	*9.28454*	9	45	**45**	1%
Ferris ISD	48,594,774	1.143100	$555,487	0.00724%	*0.07244*	0	0	**0**	0%
Garland ISD	29,273,671,591	1.053200	$308,310,309	4.02071%	*40.20707*	40	200	**200**	4%
Grand Prairie ISD	12,437,698,152	1.095050	$136,199,014	1.77619%	*17.76186*	18	90	**90**	2%
Grapevine-Colleyville ISD	436,706,741	0.924700	$4,038,227	0.05266%	*0.52663*	1	5	**5**	0%
Highland Park ISD	21,078,412,024	0.892700	$188,166,984	2.45391%	*24.53906*	25	125	**125**	3%
Irving ISD	20,526,676,400	1.028100	$211,034,760	2.75213%	*27.52127*	28	140	**140**	3%
Lancaster ISD	4,950,056,032	1.226700	$60,722,337	0.79189%	*7.91886*	8	40	**40**	1%
Mesquite ISD	13,175,640,868	1.099200	$144,826,644	1.88870%	*18.88700*	19	95	**95**	2%
Richardson ISD	32,914,760,066	1.143100	$376,248,622	4.90670%	*49.06698*	49	245	**245**	**5%**
Sunnyvale ISD	1,961,222,245	1.189200	$23,322,855	0.30416%	*3.04156*	3	15	**15**	0%
GRAND TOTAL OF ISD'S	$373,707,360,802		**$3,868,023,427**	50.44330%	*504.43302*	504	2530	2530	
GRAND TOTAL			**$7,668,061,518**	100.00000%	*1,000.00000*	1000	5000	5000	100%

Per TPTC 6.03 (k-1) TU with 5% or greater:
6.03(k-1) This subsection applies only to an appraisal district established in a county with a population of 120,000 or more. The governing body of **each taxing unit entitled to cast at least five percent of the total votes** must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted.

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Council to Receive a Briefing from Hunden Partners on evaluating third-party sports facility management companies and conducting a comparative analysis of proposals, including the continuation of in-house operations.

Vision Statement:

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

STAFF RESPONSIBLE:
David Kees, Interim Assistant City Manager - Community

BACKGROUND/HISTORY:
The Duncanville Fieldhouse is a key asset for the City of Duncanville, providing sports, entertainment, and community events that enhance the quality of life for our residents. As part of the City's ongoing efforts to ensure the Fieldhouse operates efficiently and benefits the community, the City is exploring third-party options to assist with maximizing the facility's potential. Several companies have reached out about the possibility of working with the City.

POLICY EXPLANATION:
The purpose of this briefing is to allow Hunden Partners to discuss their services, methodology, and how they can assist the City in evaluating third-party proposals for the operation of the Duncanville Fieldhouse. Hunden Partners has extensive experience working with cities across the country to evaluate proposals and provide expert guidance in making informed decisions about public-private partnerships. Their services include market analysis, financial modeling, and detailed evaluations of potential operators to ensure that the City selects the best fit for its goals and objectives for the Fieldhouse. The briefing will provide an opportunity for the Council to ask questions, understand the scope of Hunden Partners' work, and assess whether their services are appropriate for the City's needs.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. No action necessary. Briefing only.

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Briefing Presentation of the Hometown Champions Banner Program

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Tyler Agee, Assistant Director of Parks and Recreation
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:

The Hometown Heroes Banner Program is a nationwide initiative that honors local military personnel by displaying personalized banners in public spaces. Originating in Harrisburg, Pennsylvania, in 2006, the program has been adopted by numerous communities across the United States to recognize and celebrate the service and sacrifices of their veterans and active-duty members.

In Duncanville, the City Council expressed interest in implementing this program to honor our local champions. The proposed plan involves displaying banners featuring Duncanville's military personnel's names, photographs, and service details along prominent city streets during significant periods such as Memorial Day and Veterans Day. This initiative aims to foster community pride and provide a visible tribute to those who have served our nation.

The program's implementation will involve collaboration with local veterans' organizations, community groups, and residents to identify honorees and manage banner production and display logistics. By joining the ranks of other cities participating in the Hometown Champions Banner Program, Duncanville will demonstrate its commitment to honoring the bravery and dedication of its military community.

POLICY EXPLANATION:

The City of Duncanville Hometown Champions Banner Program is a dedicated effort to honor local military service members by displaying personalized banners along Wheatland Road. Facilitated through the See My Legacy platform, the program streamlines application, payment, and recognition, making it easy for families, friends, and organizations to sponsor a banner in tribute to their loved ones. To participate, sponsors apply online with a high-resolution photograph of the honoree in uniform (if available), their name, and military branch, along with proof of service.

The program honors military personnel with strong ties to Duncanville, ensuring each honoree was either born, raised, currently resides in the city, or has immediate family in Duncanville. Banners are proudly displayed on 22 light poles along Wheatland Road, between Santa Fe Trail and Freeman Street, each year from May through July. Each banner will be displayed for a period to be determined, after which it will be donated to the family as a keepsake.

Community members and organizations may also contribute through the See My Legacy platform to support program sustainability. The Hometown Champions Banner Program serves as a visible testament to the City of Duncanville's gratitude and respect for its military community, fostering local pride and remembrance.

FUNDING SOURCE:

ORG and Object Number
12011800 - 4B Beautification

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. No action required on this item

ATTACHMENTS:
duncanville-TX3





Downtown Decorations Incorporated
309 Wavel Street, Syracuse, NY132061
Toll Free: 877.369.6332
Fax: 315.432.1948

Duncanville, TX

EDIT #: 3 DATE: 8-23-23
SIZE: 24" x 48"
FABRIC: MAINSTREET
INKS: DIGITAL
POCKETS: STANDARD 3.25"

TAKE NOTHING FOR GRANTED, PLEASE CHECK PROOF CAREFULLY.
Illustrations are a reasonable representation of ink colors on banner fabrics. All monitors display differently, therefore a free color match sample is available upon request. We are not responsible for any errors after approval.

APPROVAL SIGNATURE

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Council to receive a briefing on special events that are not city sponsored and require street closures.

Vision Statement:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
The City receives numerous requests every year for special events that are hosted in the City. Some of these events request the closing of public streets which, per ordinance, requires the approval of the City Manager.

POLICY EXPLANATION:
Staff is working on solutions for ensuring that street closures during non-city sponsored special events are done in way that facilitates a smooth approval process, protects event participants, and minimizes disruption to motorists during the event. Some action may be required by Council to ensure that staff is enforcing the City's ordinances while also creating a quick and efficient review process for special event permits. City Manager Finch will brief the Council on possible solutions.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Briefing only. No action required at this time.

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Veteran's Day Proclamation

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Doug Finch, City Manager
Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:
Veteran's Day Proclamation

POLICY EXPLANATION:
Proclamation honoring veterans serving in all branches of the military.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:
2024 Veterans Day

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, Veterans Day is a time to honor and thank all military veterans for their dedication, service, and sacrifice in defending the freedoms and values we hold dear as citizens of the United States of America; and

WHEREAS, Veterans Day originated as Armistice Day in 1919, marking the end of World War I, and has since become a day of recognition for all veterans who have served in the United States Armed Forces, including those who have served in times of war and peace; and

WHEREAS, the brave men and women of the United States military, through their selfless service, have made tremendous sacrifices to protect our country, our communities, and our way of life; and

WHEREAS, in honor of these dedicated men and women, we pledge our continued defense of our nation so that their sacrifice will stand before the entire world as a tribute to the spirit and determination of a people dedicated to the principles of freedom and democracy; and

WHEREAS, our veterans continue to play an integral role in the success and strength of our nation, and the City of Duncanville is proud to be home to many of these courageous individuals who have served with honor and distinction; and

WHEREAS, on Veterans Day, we come together as a city and a nation to reflect on the sacrifices made by our veterans and to express our gratitude for their unwavering commitment to the ideals of freedom, justice, and liberty.

NOW, THEREFORE, I, Greg Contreras, Mayor of the City of Duncanville, Texas do hereby proclaim Monday, November 11, 2024, as

VETERAN'S DAY

I call upon all Duncanville citizens and urge you to honor our veterans by recognizing and honoring those in our community, to reflect on their courage and sacrifices, and to reaffirm our commitment to supporting them and their families.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 19th day of November 2024.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Proclamation to Duncanville High School for Distributive Education Clubs of American (DECA)

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:
Proclamation to Duncanville High School for Distributive Education Clubs of American (DECA)

POLICY EXPLANATION:
Proclamation to Duncanville High School for Distributive Education Clubs of American (DECA)

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:
1. Other actions as directed by Council.

ATTACHMENTS:
DECA Proclamation

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, Distributive Education Clubs of America (DECA) have designated the month of November 2024 as "DECA Month""; and

WHEREAS, DECA is a student organization that prepares emerging leaders and entrepreneurs in marketing, finance, hospitality and management in high schools and colleges; and

WHEREAS, Students who participate in DECA gain authentic, meaningful experiences that improve the quality of their education, increase engagement, and enable them to make informed decisions about their academic coursework and career pathways; and

WHEREAS, Leaders from business and industry nationwide report increasing challenges related to the skills gap and connecting qualified professionals with available careers in critical and growing fields; and

WHEREAS, DECA prepares students for these careers and other fulfillments by offering integrated programs of study that link secondary and postsecondary education and lead to the attainment of industry-recognized credentials; and

WHEREAS, DECA ensures that students have access to resources which prepare their skills and economic growth for an evolving and competitive workforce.

THEREFORE, I, Greg Contreras, Mayor of the City of Duncanville, Texas do hereby call upon all citizens of Duncanville and upon all civic and educational organizations to observe the month of November 2024 as

DECA MONTH

and to congratulate Duncanville High School for its robust DECA Program in the City of Duncanville. I urge all citizens to become familiar with the services and benefits offered by the Distributive Education Clubs of America Program at Duncanville High School and to support and encourage the students who work hard each year to earn 40 plus hours of community service as well as prepare to be college and career ready by enhancing their individual skills and productivity.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 19th day of November 2024.

_____

Mayor, The City of Duncanville

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Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, September 17, 2024

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, September 17, 2024, at 5:31 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT:

Councilmember At-Large DeMonica Gooden
Councilmember Joe Veracruz
Councilmember Don McBurnett
Mayor Pro Tem Jeremy Koontz
Councilmember Karen Cherry-Brown
Mayor Greg Contreras
Councilmember Kyle Pennebaker

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

EXECUTIVE SESSION

The Executive Session was called into session at 5:31 p.m. and City Attorney Hager read the item into record.

The Council recessed the Executive Session at 6:27 p.m.

1. ***The City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the City Attorney regarding Resolution 2024-264 delegating grants of Hotel Occupancy Tax revenues to the Duncanville Community and Economic Development Corporation.***
2. ***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).***
3. ***City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located south of Camp Wisdom Rd, north of Danieldale Rd, east of Cedar Ridge Dr, west of Cockrell Hill Rd, and, pursuant to Section 551.071 of Texas Government Code, to seek legal advice from the City Attorney regarding the same.***
4. ***The City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, purchase or exchange of real property north of Wheatland South of I-20, East of Cedar Ridge Road, and West of SH 67.***

Mayor Contreras reconvened into Executive Session at 11:28 p.m.

The council closed the Executive Session at 11:40 p.m. and reconvened the regular session.

WORK SESSION / BRIEFING

Mayor Contreras called the Work Session into order at 6:30 p.m.

1. **DISCUSS AGENDA ITEMS**

   Mayor Contreras read the item into the record, and City Manager Finch reviewed each item.

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2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

Items A, B, and C were moved to a future meeting.

The briefing Session was adjourned at 7:02 p.m.

A. ***City Council to receive a briefing on equity in infrastructure management initiatives, discussion, and direction if any to the City Manager.***

B. ***City Council to receive a briefing on the status of the Cedar Ridge Road Reconstruction Project, provide for an opportunity for City Council to discuss, and provide direction if needed. This is part of the 2018 bond projects.***

C. ***City Council to receive a briefing on the status of the FY24 Mill and Overlay Project, provide for an opportunity for City Council to discuss, and provide direction if needed.***

D. ***The council will receive a briefing on the process for canceling meetings due to a lack of quorum, discuss the topic, and provide direction if needed.***

Attorney Hager clarified that the legal requirement is that the meeting cancellation be posted in the same manner as the meeting. Mr. Finch updated the council on the process of contacting members before a meeting to ask if they will be present.

E. ***Discuss the selection of a Mr. or Ms. Hispanic Heritage Festival to represent the City of Duncanville at the Best Southwest Hispanic Heritage Festival.***

The City Council discussed the names of possible nominees. Mayor Pro Tem Koontz deferred to the mayor for a nomination decision.

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

The City Council convened into Regular Session in the Council Chambers at 7:12 p.m. with Mayor Contreras presiding.

Pastor Michael Ridge delivered the Invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

A. ***Mayor's Report.***

Mayor Contreras commented on yesterday's success of the Mexican Independence Day event. He thanked Lolecia Day and Victor Barrera with Economic Development, Parks and Recreation, and the volunteers.

B. ***Councilmembers' Reports***

Mayor Pro Tem Koontz requested additional time.

Councilmember Don McBurnett made a motion to approve the additional time requested, Councilmember DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against.

He commented on the Mexican Independence Day event in English and Spanish. Councilmember Veracruz thanked staff for their work in putting on the event as well. Councilmember Gooden reviewed this month's upcoming events in the city and commented on the Arts Commission funding. Councilmember McBurnett commented on the city and Arts Commission events. He thanked Lauren Sanchez with Emergency Management for educating the community on emergency preparedness and asked for volunteers for the upcoming PIP (Property Improvement Program) Days.

C. ***City Manager's Report.***

Mr. Finch commented on the department's executive staff meeting and their pride in their departments. He recognized the police department for assisting the Duncanville ISD Police Department at football games.

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2. PROCLAMATIONS AND PRESENTATIONS

A. ***Proclamation recognizing September 15 to October 15, 2024 as National Hispanic American Heritage Month.***
Presented by Mayor Contreras in English and Economic Development Director Victor Barrera in Spanish.

B. ***Proclamation designating October as National Arts and Humanities Month.***
Presented by Public Information Officer Alex Hamby.

C. ***Proclamation proclaiming October 6 - 12, 2024, as Fire Prevention Week throughout this community, urging all the people of Duncanville to learn "Smoke Alarms: Make them work for you!", and to participate in the many public safety activities and efforts of Duncanville's fire and emergency services during Fire Prevention Week 2024.***
Presented by Fire Chief Chris Connelley and Fire Marshal Steve Blanchard.

3. CITIZENS' INPUT

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

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

To view the live meeting or previous meetings click on the link below.
https://duncanvilletx.new.swagit.com/views/454/
To submit a comment via email the following information is required:

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

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

Gail Sliger
1405 S. Main St.
Arts funding

Louis Webb
11708 CR 4090
Scurry, TX
Duncanville Theater funding

Mac Browning
442 E. Cherry St.
Support of Arts funding

Judy Smithey
1806 Cedar Hill Rd.
Duncanville Theater

Heather Winkleman
310 N. Merrill Ave.

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Duncanville Theater

Amy Jackson
934 Cambridge Dr.
Duncanville Theater

Jack Long
13220 Woodhaven Dr
Farmers Branch, TX
Budget

Terry Webb
11708 CR 4090
Scurry, TX
Budget/Duncanville Theater

Phillip James
910 Green Terrace Lane
Protected bicycle lanes

Teresa Montgomery
519 Allen Ave.
Wheatland Plaza

Julie Wimbley
515 Allen Ave.
Wheatland Plaza

Reginald and Madeline Schwoch
(email)
Duncanville Theater

Diane Dillard
239 Mizell (email)
Parking issues

4. CONSENT AGENDA

Mayor Contreras requested that City Secretary Chiquita Taylor read the Consent Agenda Items.

A. ***Consider the Minutes for the August 27, 2024, Special City Council Meeting.***

B. ***Consider a Resolution approving an amendment to the Municipal Materials Management Agreement by and between Republic Services of Texas, LTD. and the City of Duncanville to increase contract rates by 5.30% for residential collection and commercial services, effective October 1, 2024.***

RES 2024-311

C. ***Consider a Resolution approving an amendment to the Solid Waste Disposal Agreement by and between Waste Management of Texas, Inc. and the City of Duncanville to increase contract rates by 5.76% for solid waste disposal, effective October 1, 2024.***

RES 2024-310

D. ***Consider a Resolution approving the terms and conditions of Amendment No. 2 to the Household Hazardous Waste Interlocal Agreement between Dallas County and the City of Duncanville, Texas, to provide household hazardous waste services, including a disposal event and disposal services at the Dallas County fixed-site Home Chemical Collection Center from October 1, 2024, through September 30, 2025, as***

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part of the Dallas Area Household Hazardous Waste Network, for a cost not to exceed $54,981.00.

RES 2024-315

E. ***Consider a Resolution authorizing an amendment to the professional services agreement with MRB Group, P.C., for design engineering services for drainage improvements in an amount of $18,500.00, for a total contract not exceeding $63,500.00.***

RES 2024-323

F. ***Consider a resolution of the City Council of the City of Duncanville, Texas, approving a negotiated settlement between Atmos Energy Corp., Mid-Tex Division regarding the company's 2024 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable rate making expenses; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC's legal counsel.***

This item was moved to individual consideration item 5P.

G. ***Consider a Resolution for approving and adopting an updated Fund Balance Policy for the City of Duncanville***

RES 2024-328

H. ***Consider a Resolution authorizing an Interlocal Cooperation Agreement with the North Central Texas Council of Governments for orthophotography, lidar, and derivative data services with renewal option for four additional one-year terms, in an estimated contract amount not to exceed $104,990.00, subject to City Council appropriation.***

RES 2024-316

Mayor Pro Tem Jeremy Koontz made a motion to approve the consent agenda, Councilmember At-Large DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. ***Open and hold the continued Public Hearing on the FY 2024-25 Proposed Budget***
Presented by Budget Administrator Jennifer Otey. Councilmember Gooden asked about funding for the Arts. Ms. Otey stated that the current budget reflects what is proposed and will be amended if changes are approved by the council.

Mayor Contreras opened the public hearing at 8:27 p.m.

Erika Browning
442 E. Cherry St.

Patricia Ebert
115 S. Greenstone

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

Mayor Contreras closed the public hearing at 8:32 p.m.

C. ***Conduct a Public Hearing on the 2024 tax rate.***
Ms. Otey presented items 5C - 5H.

Mayor Contreras opened the public hearing at 8:38 p.m.,

No speakers

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

Mayor Contreras closed the public hearing at 8:39 p.m.

D. ***Ordinance approving and adopting a budget for the City for the Fiscal Year October 1, 2024, through September 30, 2025***

Councilmember Don McBurnett moved the proposed budget for the City of Duncanville for Fiscal Year October 1, 2024. Through September 20, 2025; providing that expenditures for said Fiscal Year shall be made in accordance with said Budget, be adopted. This budget will raise more total property taxes than last year's budget by $934,496, or 4.03%, and of that amount, $44,316 is tax revenue to be raised from new property added to the tax roll this year, Councilmember Karen Cherry-Brown seconded the motion.

Councilmember At-Large DeMonica Gooden made a motion to amend the primary motion by reducing the property tax of $934,496 by $387,000 to $547,496 and increase the appropriation of fund balance from zero to $387,000, Councilmember Kyle Pennebaker seconded the motion. The vote was cast 3 for, 4 against (Councilmember Joe Veracruz, Councilmember, Councilmember Don McBurnett, Mayor Pro Tem Jeremy Koontz, and Councilmember Karen Cherry Brown)

Primary motion stands. The vote was cast by record vote 5 for, 2 against (Councilmember At-Large DeMonica Gooden and Councilmember Kyle Pennebaker).

Councilmember Don McBurnett made a motion to reconsider the vote, Councilmember Pennebaker seconded the motion; The vote was cast by record vote 3 for and 4 against (Councilmember Joe Veracruz, Councilmember Don McBurnett, Mayor Pro Tem Jeremy Koontz, and Councilmember Karen Cherry-Brown) Motion fails.

APPROVED

ORD 2523

E. ***Consider an Ordinance of the City of Duncanville, Texas, levying Ad Valorem Taxes for the Year 2024 at a rate of $0.614834 per one hundred dollars ($100.00) assessed valuation on all taxable property within the corporate limits of the City of Duncanville as of January 1, 2024, to provide revenues for current expenses and interest and sinking fund requirements.***
Councilmember Gooden recommended reducing the tax rate by one cent and using the excess fund balance to make up the difference.

Councilmember Don McBurnett made a motion that the property tax rate be increased by the adoption of a tax rate of 0.614834, which is effectively a 4.63 percent increase in the tax rate; Councilmember Joe Veracruz seconded the motion; the vote was cast by record vote 6 for and 1 against (Councilmember Kyle Pennebaker)

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APPROVED

ORD 2524

F. ***Consider an Ordinance ratifying the Fiscal Year 2024-2025 Budget which raises more revenue from property tax than in the previous year.***

Councilmember At-Large DeMonica Gooden made a motion to approve the item as stated, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 7 for, 0 against.

Councilmember Gooden stated she was not opposed to the items in the budget but wanted to discuss reducing the tax rate. Mayor Contreras also wanted to clarify his support of the budget and the process but wanted to discuss lowering the tax rate for the citizens.

Councilmember McBurnett stated that the city's projects, including public works, increased retirement benefits, facilities, and street projects, will require revenue in the budget to support them.

ORD 2525

G. ***Civil Service Ordinance amending the pay plan***

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

ORD 2526

H. ***Approve the FY 2024-2025 Master Fee Schedule***

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

RES 2024-325

I. ***Consider appointments to various Boards and Commissions including Zoning Board of Adjustment, City Planning & Zoning Commission, Community Engagement Board, Duncanville Community and Economic Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Keep Duncanville Beautiful Board, Library Advisory Board, Multicultural Commission, Park & Recreation Advisory Board, Sign Control Board, and TIF (Tax Increment financing Reinvestment Zone Number One).***
Presented by City Secretary Taylor and Mr. Finch

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

RES 2024-321

J. ***Conduct a Public Hearing and consider adopting an Ordinance amending the Comprehensive Zoning Ordinance and Map, as heretofore amended, by amending the existing Local Office Retail (LOR) District to grant a Specific Use Permit to allow for a Banquet or Event Center on real property located on Grace Properties, Block A, Lot 1, ACS 2.001, more commonly known as 119 East Danieldale Road, Duncanville, Dallas County, Texas.***
Presented by Planning Director Nathan Warren.

Mayor Contreras opened the public hearing at 9:15 p.m.

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Shawkat Albess(applicant)
887 Mary Dr.
Waxahachie, TX

Spoke in opposition:

Erika Browning
442 E. Cherry St.

Lisa Debose
141 Brookside

Cynthia Washington-Porter
120 Brookside Dr.

Gail Sliger
1405 S. Main St.

Angela Bostick
141 Brookside Dr.

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

Mayor Contreras closed the public hearing at 9:29 p.m.

Councilmember Pennebaker asked about the vote at the Planning and Zoning Commission meeting as well as clarification on the minutes of the meeting. Mr. Warren and the applicant, Shawkat Albess, clarified the requirements of the Specific Use Permit (SUP) regarding the fencing. Councilmember Cherry-Brown asked if they would be open to a wooden fence. She also asked about parking spaces. Mr. Warren stated there are 75 spaces. Mr. Hager asked if the opposition votes represented 20% of the notifications sent out. Mr. Warren stated that thirty-three mailings were sent out, with twelve being opposed to this, which is more than twenty percent in opposition. Mr. Hager stated that this item would require a 3/4 vote from the council to pass. Councilmember Pennebaker mentioned there would be no alcohol sales. Mr. Warren stated there are no alcohol sales, but alcohol is permitted to be served. Mayor Contreras asked about alcohol being served and the occupancy. Mr. Warren stated this would be determined at the Certificate of Occupancy (CO) level determined by the Fire Marshal. Mayor Pro Tem Koontz asked Attorney Hager about requirements being added to the ordinance. Mayor Contreras has concerns about the noise with this location being close to a residential neighborhood. Councilmember Cherry-Brown asked if the parking will be on the back of the building. Mr. Warren stated yes. Councilmember Gooden considers the views of the people in the surrounding neighborhood. Asked about the conditions of the SUP. Mr. Warren stated that there is a ten-year sunset.

Councilmember Kyle Pennebaker made a motion to amend the motion to approve by adding the requirement for an eight-foot wooden fence along the north perimeter of the building, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 4 for, 3 against (Councilmember At-Large DeMonica Gooden, Councilmember Don McBurnett, and Mayor Pro Tem Jeremy Koontz).

DENIED

K. ***Consider a Resolution creating a fund and adoption of a policy known as the Duncanville Arts Fund***

Presented by Mr. Finch. This policy would require a budget amendment as the budget was approved earlier. This would require any expenditure less than ten thousand dollars to be approved by the Duncanville Community and Economic Development Commission (DCEDC), and if the expenditure is over

ten thousand dollars, be approved by the DCEDC, Arts Commission, and the City Council prior to committing Hotel Occupancy Tax funds.

Mayor Pro Tem Koontz thanked the staff for putting this together. Mayor Contreras does not want to exclude the council from the decisions of ten thousand dollars or less. Councilmember Pennebaker asked what amount the fifteen percent represents. Mr. Finch stated that this year it would be approximately $138,000. This amount would change from year to year. He also asked if an entity has the ability to go directly to the council and bypass the Arts Commission. Mr. Finch stated they would not if they were using the fifteen percent Arts funds. They can go to the DCEDC not requesting Arts funds. Councilmember Gooden recommended that the policy move forward as presented.

Councilmember Kyle Pennebaker made a motion to approve the item with the amendment to require city council approval of expenditures of twenty thousand dollars or more, whether approved or denied by the Arts Commission or DCEDC. Mayor Greg Contreras seconded the motion. The vote was cast 6 for and 1 against (Councilmember Don McBurnett).

Res 2024-324

L. ***Consider a resolution casting a ballot for places 11-14 on the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool.***
Presented by Assistant to the City Manager David Kees.

RES 2024-330

M. ***Consider a resolution nominating up to five candidates for election to the Board of Directors of Dallas Central Appraisal District.***
Presented by Mr. Kees.

Councilmember Don McBurnett made a motion to table the item, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 7 for, 0 against.

TABLED

N. ***Consider approving Resolution 2024-329 selecting _____ as the 2024 Hispanic Heritage Festival honoree for the City of Duncanville.***
Presented by Parks and Recreation Director Bart Stevenson.

Mayor Pro Tem Jeremy Koontz made a motion to nominate Jorge Ruiz with alternate number one Amy Robledo and alternate number two Chris Ruiz, Councilmember Don McBurnett seconded the motion. The vote was cast 7 for, 0 against.

RES 2024-329

O. ***Consider an Ordinance amending the code of ordinances by amending chapter 12 'Miscellaneous Offenses and Provisions', Article XXVI 'Mobile Food Vendors and Mobile Vending Units', to allow for exemptions to commissary requirements for certain mobile food vendors.***
Presented by Mr. Kees.

ORD 2527

P. ***Consider a resolution of the City Council of the City of Duncanville, Texas, approving a negotiated settlement between Atmos Energy Corp., Mid-Tex Division regarding the company's 2024 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable rate making expenses; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings***

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clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC's legal counsel.

Presented by Finance Director/CFO Richard Jackson.
Councilmember Gooden asked Attorney Hager to clarify the item. Mr. Hager reviewed the requirements of the item for clarification.

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 7 for, 0 against.

RES 2024-326

6. STAFF AND BOARD REPORTS

A. ***Receive a briefing on the Investment Policy, Council discussion, and provide direction if needed.***
Presented by Mr. Jackson.

B. ***Receive a presentation from the Duncanville Police Department on revising Chapter Four—Animals and Fowl City Ordinance to comply with state legislation changes and best practices, Council discussion on the proposed changes, and direction if needed.***
Presented by Assistant Chief of Police Ron Wilcots and Senior Animal Control Officer Chad Chamberlain.

Councilmember Gooden asked about the minimum acreage and if the current residents with chickens would be grandfathered. Mr. Chamberlain stated that currently, there is no minimum acreage, only the size of the coupe. The current chickens would be grandfathered, but not for roosters.

C. ***Council to receive a briefing on the use of 103 Main Street, the building across the parking lot from City Hall, and discussion with the City Manager on the use of the building.***
Presented by Mr. Finch.

Mayor Contreras recesses the regular session to reconvene into Executive Session at 11:24 p.m.

ADJOURNMENT

The meeting was adjourned at 11:41 p.m.

ATTEST:

_____
CITY SECRETARY

Draft

Duncanville Special Called Meeting Minutes
Monday, October 7, 2024

CALL TO ORDER
A special meeting of the Duncanville City Council was called to order on Monday, October 7, 2024, at 6:01 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT: Mayor Pro Tem Jeremy Koontz arrived at 6:21 p.m.

COUNCIL ABSENT:

1. **CALL TO ORDER**

2. **RECEIVE PUBLIC COMMENTS**

   Patrick Harvey
   1010 Huntington Dr.
   (Letter)

3. **EXECUTIVE SESSION**

   THE CITY COUNCIL SHALL CONVENE INTO CLOSED EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE TO SEEK LEGAL ADVICE FROM THE CITY ATTORNEY REGARDING RESOLUTION 2024-264, TEXAS HOTEL TAX REVENUES, CHAPTER 380 GRANT AND CITY ON DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION SPONSORSHIP GRANTS FOR SPECIAL EVENTS OR ECONOMIC DEVELOPMENT ACTIVITIES.

   Mayor Contreras recessed the open session to convene into Executive Session at 6:03 p.m.

   The Council closed the Executive Session at 7:19 p.m. and reconvened the open session.

4. **ITEMS FOR INDIVIDUAL CONSIDERATION**

   A. CONSIDER A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, REPEALING RESOLUTION NO. 2024-264; AUTHORIZING THE CITY MAYOR TO SIGN; AND PROVIDING FOR AN EFFECTIVE DATE

   Reviewed by City Attorney Robert Hager.

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

   RES 2024-339

   B. DISCUSS AND CONSIDER AWARDING A GRANT OF FUNDS TO GREAT AMERICAN SHOOTOUT, LLC AT 12405 WATER OAK DRIVE, FORT WORTH, TEXAS 76244 FROM REVENUES OF HOTEL OCCUPANCY TAX, AN ECONOMIC DEVELOPMENT GRANT, PURSUANT TO CHAPTER 380 LOCAL GOVERNMENT CODE, OR SPONSORSHIP FROM CITY FUNDS IN AN AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS AND ZERO CENTS ($60,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT AFTER APPROVAL BY THE CITY ATTORNEY.

   Councilmember Don McBurnett made a motion to approve this item, Mayor Pro Tem Jeremy Koontz seconded the motion. The vote was cast 6 for, 1 against (Mayor Pro Tem Jeremy Koontz)

   APPROVED

Draft

C. DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING AN APPLICATION FOR HOTEL OCCUPANCY TAX FUNDS BY THE DUNCANVILLE LIONS CLUB, A NON-PROFIT CORPORATION, LOCATED AT PO BOX 383025, DUNCANVILLE, TEXAS 75137, FROM REVENUES OF HOTEL OCCUPANCY TAX, AN ECONOMIC DEVELOPMENT GRANT, PURSUANT TO CHAPTER 380 LOCAL GOVERNMENT CODE, OR SPONSORSHIP FROM CITY FUNDS IN AN AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($75,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT AFTER APPROVAL BY THE CITY ATTORNEY.

Councilmember Don McBurnett made a motion to approve this item, Councilmember Joe Veracruz seconded the motion. The vote was cast 6 for, 1 against (Mayor Pro Tem Jeremy Koontz)

APPROVED

D. DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING AN APPLICATION FOR HOTEL OCCUPANCY TAX FUNDS BY HOOPFEST BASKETBALL, LLC, LOCATED AT 5565 DEER CREEK DRIVE, DALLAS, TEXAS 75228, FROM REVENUES OF HOTEL OCCUPANCY TAX, AN ECONOMIC DEVELOPMENT GRANT, PURSUANT TO CHAPTER 380 LOCAL GOVERNMENT CODE, OR SPONSORSHIP FROM CITY FUNDS IN AN AMOUNT NOT TO EXCEED EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($85,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT AFTER APPROVAL BY THE CITY ATTORNEY.

Councilmember Joe Veracruz made a motion to approve this item, Councilmember Don McBurnett seconded the motion. The vote was cast 6 for, 1 against (Mayor Pro Tem Jeremy Koontz)

APPROVED

ADJOURNMENT

The meeting was adjourned at 8:06 p.m.

ATTEST:

_____

CITY SECRETARY

Draft

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, October 15, 2024

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, October 15, 2024, at 4:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT: Mayor Pro Tem Jeremy Koontz arrived at 4:02 p.m.

COUNCIL ABSENT:

EXECUTIVE SESSION

Mayor Contreras recessed the meeting and called the Executive Session at 4:00 p.m. and City Attorney Hager read the item into record.

Mayor Contreras recessed the Executive Session at 5:58 p.m. to open the Briefing Session. City Attorney Hager departed the meeting and was replaced by Attorney Contessa Malone.

The Council reconvened the Executive Session at 9:29 p.m.
Mayor Contreras closed the Executive Session at 10:51 p.m.

1. ***City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.***
2. ***City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located south of W. Camp Wisdom Road, north of E. Wheatland Road, east of N. Main Street, and west of S. Cockrell Hill Road, pursuant to Section 551.071 of Texas Government Code, to seek legal advice from the City Attorney regarding the same.***
3. ***The City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, purchase or exchange of real property north of of I-20, south of Ranchero Ln., east of Cedar Ridge Road, and west of N. Main.***
4. ***City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Main, south of Wheatland, and north of US Highway 67, and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.***
5. ***City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located south of E Wheatland Rd, north of Hwy 67, east of S Lincoln Dr, west of S Cockrell Hill Rd, and, pursuant to Section 551.071 of Texas Government Code, to seek legal advice from the City Attorney regarding the same.***
6. ***City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located south of W Davis St, north of Wes Jespersen Way, east of N Main St, west of N Hastings St, and, pursuant to Section 551.071 of Texas Government Code, to seek legal advice from the City Attorney regarding the same.***

Draft

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

Mayor Contreras opened the work session at 6:05 p.m., read the item into the record, and City Manager Finch reviewed each item.

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

The briefing session was adjourned at 7:17 p.m.

A. ***City Council to receive a briefing on the status of the Cedar Ridge Road Reconstruction Project, provide for an opportunity for City Council to discuss, and provide direction if needed. This is part of the 2018 bond projects.***
Presented by Assistant Public Works Director Shahad Mohammed and a representative of Dunaway Construction.

B. ***City Council to receive a briefing on the status of the FY24 Mill and Overlay Project, provide for an opportunity for City Council to discuss, and provide direction if needed.***
Presented by Director of Public Works Matt Bryant.

C. ***City Council to receive a briefing on equity in infrastructure management initiatives, discussion, and direction if any to the City Manager.***
Presented by Ms. Mohammad.

D. ***Council to receive a briefing on the types of trailers allowed to be parked on an improved surface in the front yard of residential zoned districts.***
Presented by Interim Assistant City Manager - Community David Kees.

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

The City Council convened into Regular Session in the Council Chambers at 7:24 p.m. with Mayor Contreras presiding.

Luis Salazar delivered the Invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

A. ***Mayor's Report.***
Mayor Contreras commented we had a productive trip to Houston for the TML Conference. This past weekend, the Pink Diamonds Breast Cancer Awareness bike ride was a success. He also commented on an event he attended for a college in India that was celebrated in Duncanville.

B. ***Councilmembers' Reports***
Councilmember McBurnett mentioned the TML Conference and events in the city during the month of October. Councilmember Gooden also mentioned the TML Conference and events and meetings in the city. Councilmember Pennebaker reviewed the Dog Park Town Hall from last night and asked the community to get involved in the Dog Park discussion.

C. ***City Manager's Report.***
Mr. Finch thanked the council for their time and leadership.

2. PROCLAMATIONS AND PRESENTATIONS

A. ***Presentation on Life Saving Award to Officer Figueroa.***
Presented by Police Chief Matt Stogner to Officer Figeroa.

B. ***Proclamation Recognizing October 2024 as Domestic Violence Awareness Month.***
Presented by Assistant Chief Adrian Tijerina.

Draft

C. ***Proclamation designating November 2, 2024 as "Arbor Day" in Duncanville.***
Presented by Assistant Parks and Recreation Director Tyler Agee.

D. ***Proclamation designating October 20-26, 2024 as National Friends of the Library Week***
Presented by Mayor Pro Tem Koontz to Sara Koontz president of the Friends of the Duncanville Library.

3. CITIZENS' INPUT

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

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

To view the live meeting or previous meetings click on the link below.
https://duncanvilletx.new.swagit.com/views/454/
To submit a comment via email the following information is required:

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

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

Thomas Lackey
1818 Sea Brook
OpenGov software

Royce Myler - requested additional time that was denied by the city attorney
623 S. Alexander Ave.
Wheatland Plaza planned development

Phillip James
910 Green Terrace Lane
Pink Diamonds Bike Ride

Ishmal Morales
355 E. Cherry St.
Revision to Ord for utility trailers

4. CONSENT AGENDA

Mayor Contreras requested that City Secretary Chiquita Taylor read the Consent Agenda items.

A. ***Consider the Minutes for the following Regular and Special Meetings.***

B. ***Consider an Ordinance regarding the City of Duncanville's Texas Municipal Retirement System (TMRS) benefits adopting: (1) Non-Retroactive Repeating COLAs, for retirees and their beneficiaries; and (2) Annually Accruing Updated Service Credits (USC).***

ORD 2530

Draft

C. ***Council to consider an amendment to the Arts Fund Policy.***

Moved to individual consideration item 5D.

D. ***Consider an Ordinance amending the FY 2024-2025 budget, creating the Arts Fund, and allocating fifteen percent of Hotel Motel tax revenue, as allowed by state law, to the Arts Fund, and establishing a budget.***

ORD 2531

E. ***Consider approving a Resolution authorizing the procurement of water meter reading technology with MRSP, LLC (dba: SPMR, LLC) with an annual estimated expenditure of $18,000.***

RES 2024-334

F. ***Consider a resolution requesting the procurement of OpenGov online transparency software and authorizing an expenditure in the amount of $68,000 from the unappropriated balance of the General Fund.***

Moved in individual consideration item 5E.

G. ***Consider a Resolution authorizing the use of HOT funds for a drone show for Christmas 2024 not to exceed $60,000.***

RES 2024-340

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

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

No action taken.

B. ***Consider a resolution authorizing approval of Duncanville Community & Economic Development Corporation (DCEDC) Incentive/Design Grants for an amount not to exceed $35,000 to Sistergirl's Kitchen LLC located at 106 North Cedar Ridge, Duncanville, TX 75116***

Presented by Economic Development Director Victor Barrera and Assistant Economic Development Director Lolecia Day. Applicant Renee Cook was available to answer questions. Councilmember McBurnett stated grant money was given to the developer of this property for the grease traps and this expense should be coming from him. Ms. Day stated the receipts submitted by the developer did not include grease traps. Councilmember Gooden clarified that the developer was not reimbursed for the grease traps. Mayor Pro Tem Koontz made a motion to approve with CM Cherry-Brown seconded. Councilmember McBurnett read resolution 2024-230 approved by the council. The amount of $103,747.00 was awarded, and it clarified that the grease traps were included. Mayor Contreras asked if the developer was reimbursed. The applicant stated she was not provided anything for the grease traps. After further discussion by the council, Mayor Pro Tem Koontz withdrew his motion.

TABLED

Councilmember Don McBurnett made a motion to table this item, Councilmember Kyle Pennebaker seconded the motion. The vote was cast 6 for, 0 against.

C. ***Consider a resolution authorizing approval of Duncanville Community & Economic Development Corporation (DCEDC) Incentive/Design Grants for an amount not to exceed $50,000 to 214 Woodhaven LLC located at 214 Woodhaven Boulevard, Duncanville, TX 75116***

Presented by Mr. Barrera.

RES 2024-327

Draft

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

D. ***Council to consider an amendment to the Arts Fund Policy.***
Presented by City Manager Finch. Councilmember Pennebaker asked that the language be cleaned up for the policy due to Hotel Occupancy Tax (HOT) funds being moved from Duncanville Community and Economic Development Corporation (DCEDC) to the Council. This would give the Arts Fund authority with the council still maintaining some control of the HOT funds. Mayor Pro Tem Koontz inquired about the removal of the $20,000 threshold for DCEDC administration of HOT funds. Mr. Finch stated that the City council will need to make the decision for the authorization of the use of HOT funds regardless of the amount.

Mayor Pro Tem Jeremy Koontz made a motion to approve with amendment as stated by Councilmember Pennebaker, Councilmember At-Large DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against.

RES 2024-342

E. ***Consider a resolution requesting the procurement of OpenGov online transparency software and authorizing an expenditure in the amount of $68,000 from the unappropriated balance of the General Fund.***
Presented by Managing Director of Finance/CFO Richard Jackson. The funding source for this software would be from the available fund balance. This expense would also qualify for American Rescue Plan Act (ARPA) funds. Councilmember Gooden asked about the amount on the quote being more than the amount requested. Mr. Jackson stated the original quote is from 2022. It was signed on for implementation but was never fully implemented. Part of the cost was paid at that time. Councilmember McBurnett asked if it works with Tyler products and the timeline. Mr. Jackson stated it does work with Tyler products and the number of implementation hours would be about twenty hours. The timeline for the twenty hours is still being negotiated. Councilmember Gooden asked about training. Mr. Jackson stated the open Project Manager position would take on the task of training and maintenance.

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

RES 2024-343

6. STAFF AND BOARD REPORTS

A. ***City Council to receive a briefing on the Mexican Independence Day 2024 budget and activities, provide for the City Council to discuss and provide direction for future Mexican Independence Day celebrations, if needed.***
Presented by Lolecia Day.

B. ***City council to receive a briefing on the proposed Christmas 2024.***
Presented by Ms. Day.

C. ***Briefing on Budget Development Policy***
Presented by Richard Jackson.

D. ***Receive the Monthly Financial Report as of August 31, 2024***
Presented by Budget Administrator Jennifer Otey.

Mayor Contreras recessed the regular session to reconvene into executive session at 9:21 p.m.

The council reconvened the regular session at 10:51 p.m.

ADJOURNMENT

The meeting was adjourned at 10:52 p.m.

Draft

ATTEST:

_____
CITY SECRETARY

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Approve Regular City Council meeting dates for 2025.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager
Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:
to provide the city council with the opportunity to review the 2025 dates for City Council meetings. The attached calendar has been prepared with known or expected dates for city council meetings, city holidays, major Chamber of Commerce events, and other major city-wide events of interest to the City Council.

POLICY EXPLANATION:
City Council to discuss and approve 2025 calendar of regular city council meetings and provide input to staff for planning purposes.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:
1. Other actions as directed by Council.

ATTACHMENTS:
2025 Regular Council Meeting Dates
2025 Calendar

2025 Regular Council Meeting Dates

January 7	**July 1**
January 21	**July 15**
February 4	**August 5**
February 18	**August 19**
March 4	**September 2**
March 18	**September 16**
April 1	**October 21**
April 15	**November 4**
May 6	**November 18**
May 20	**December 16**
June 3	
June 17	

January 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 New Year's Day	2	3	4
5	6	7 Council Meeting	8	9	10	11
12	13	14	15	16 State of the City	17	18
19	20 Martin Luther King Jr. Day	21 Council Meeting	22	23	24	25
26	27	28	29	30	31	

February 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 Council Meeting	5	6	7	8
9	10	11	12	13	14	15
16	17	18 Council Meeting	19	20	21	22
23	24	25	26	27	28	

March 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 Council Meeting	5	6	7	8
9	10	11	12	13	14	15
16	17	18 Council Meeting	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Council Meeting	2	3	4	5
6	7	8	9	10	11	12
13	14	15 Council Meeting	16	17	18 Good Friday	19
20	21	22	23	24	25	26
27	28	29				

May 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 Council Meeting	7	8	9	10
11	12	13	14	15	16	17
18	19	20 Council Meeting	21	22	23	24
25	26 Memorial Day	27	28	29	30	31

June 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 Council Meeting	4	5	6	7
8	9	10	11	12	13	14
15	16	17 Council Meeting	18	19 Juneteenth	20	21
22	23	24	25	26	27	28
29	30					

July 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Council Meeting	2	3	4 Independence Day	5
6	7	8	9	10	11	12
13	14	15 Council Meeting	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 Council Meeting	6	7	8	9
10	11	12	13	14	15	16
17	18	19 Council Meeting	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Labor Day	2 Council Meeting	3	4	5	6
7	8	9	10	11	12	13
14	15	16 Council Meeting	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7 National Night Out	8	9	10	11
12	13	14	15	16	17	18
19	20	21 Council Meeting	22	23	24	25
26	27	28	29	30	31	

November 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 Council Meeting	5	6	7	8
9	10	11	12	13	14	15
16	17	18 Council Meeting	19	20	21	22
23	24	25	26	27 Thanksgiving Day	28 Thanksgiving Holiday	29
30						

December 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16 Council Meeting	17	18	19	20
21	22	23	24 Christmas Eve	25 Christmas Day	26	27
28	29	30	31			

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider a resolution adopting the TikTok and Prohibited Technology Policy for the City of Duncanville.

Vision Statement:

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

STAFF RESPONSIBLE:
David Kees, Interim Assistant City Manager - Community

BACKGROUND/HISTORY:
The Texas legislature passed S.B. 1893, which prohibits the use of the TikTok application, as well as certain other social media applications and services, on all devices owned by a government entity in the state of Texas due to national security concerns regarding data privacy and security risks. In light of these concerns and in alignment with state law, the City of Duncanville has determined that it is necessary to implement similar security measures to protect the City's information infrastructure and sensitive data.

The TikTok and Prohibited Technology Policy has been developed in response to the state mandate and addresses the risks associated with the use of TikTok and similar technologies. The policy applies to all full-time and part-time employees, contractors, and any individual using City-owned or leased devices, as well as personal devices used for City business.

POLICY EXPLANATION:
Key aspects of the policy include:
- A ban on TikTok and other prohibited applications on City-owned devices.
- Restrictions on the use of such applications on personal devices used for City business.
- Provisions for periodic monitoring, compliance, and exceptions for specific security needs.
- The requirement for employees to acknowledge their understanding of the policy on an annual basis.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Do not adopt the policy.
2. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2024-369 - TikTok and Social Media Policy - Pdf

RESOLUTION NO. 2024-369

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, ADOPTING A POLICY REGARDING THE USE OF TIKTOK AND OTHER PROHIBITED TECHNOLOGIES ON CITY-OWNED AND PERSONAL DEVICES USED FOR CITY BUSINESS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Texas legislature passed S.B. 1893, which prohibits the use of the TikTok application, as well as certain other social media applications and services, on all devices owned by a government entity in the state of Texas due to national security concerns regarding data privacy and security risks; and

WHEREAS, the City of Duncanville recognizes the importance of securing sensitive data and protecting the integrity of its networks, devices, and operations from potential vulnerabilities posed by emerging technologies; and

WHEREAS, in compliance with the state directive and in the interest of safeguarding the City of Duncanville's information systems, employees, and assets, the City Council has determined that it is in the best interest of the City to adopt a policy prohibiting the use of TikTok and other specified technologies on city-owned and leased devices, as well as on personal devices used for city business; and

WHEREAS, the City Council of Duncanville has reviewed the TikTok and Prohibited Technology Policy and finds it to be a necessary and prudent measure to protect the security, privacy, and functionality of the City's networks and systems; and

WHEREAS, exceptions to this policy may only be granted to law enforcement in accordance with state law.

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

SECTION 1. The City Council hereby adopts the TikTok and Prohibited Technology Policy for the City of Duncanville, attached hereto as "Exhibit A," which establishes the guidelines for the prohibition of TikTok and other prohibited technologies on city-owned devices and personal devices used for city business.

SECTION 2. The City Manager, or their designee, is authorized and directed to implement and enforce the provisions of the adopted policy. All city employees, contractors, and users of city networks shall be required to comply with the terms and conditions set forth in the policy.

SECTION 3. All employees, contractors, and city network users must acknowledge and confirm their understanding of the policy annually. Non-compliance with this policy may result in disciplinary action, up to and including termination or removal from city systems, depending on the severity of the violation.

SECTION 4. The City Manager shall review this policy annually to ensure it remains consistent with state law and best practices. The policy may be updated or amended as necessary to address emerging technology risks or changes in security protocols.

SECTION 5. This resolution shall take effect immediately upon its adoption.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of November, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

CITY OF DUNCANVILLE

TikTok and Prohibited Technology Policy

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Exhibit A

1.0 INTRODUCTION

1.1 Purpose

On December 7, 2022, the Governor of Texas mandated the prohibition of the TikTok application on all state-owned and issued devices due to security concerns regarding data surveillance. This policy establishes guidelines for the City of Duncanville to align with state directives.

1.2 Scope

This policy applies to all full-time and part-time employees, contractors, interns, and any users accessing city networks and devices.

2.0 COVERED APPLICATIONS POLICY FOR THE CITY OF DUNCANVILLE

2.1 Scope and Definitions

A covered application includes TikTok or any successor application developed by ByteDance Limited. This policy applies to all city employees and users of city networks.

2.2 Covered Applications on City-Owned or Leased Devices

The installation or use of covered applications on city-owned devices is strictly prohibited. The City of Duncanville will:

- Maintain an inventory of all city-owned devices.
- Ensure compliance through regular monitoring and management practices.
- Remove any covered application found on city devices.

2.3 Ongoing and Emerging Technology Threats

The city will monitor and evaluate emerging technologies posing security risks. Any application identified by the Texas Department of Information Resources (DIR) will be considered for prohibition.

2.4 Bring Your Own Device (BYOD) Policy

Employees utilizing personal devices for city business must not install or operate covered applications. The BYOD policy will ensure compliance with this restriction.

2.5 Covered Application Exceptions

Exceptions may only be granted for law enforcement or necessary security measures, with documentation required for any such exceptions.

3.0 PROHIBITED TECHNOLOGY POLICY

3.1 Scope

This policy applies to all employees, contractors, and users of city networks.

3.2 City-Owned Devices

Prohibited applications, including TikTok, are banned on all city-owned devices. The city will implement security controls to prevent unauthorized installations.

3.3 Personal Devices Used for City Business

The use of prohibited applications on personal devices for city business is not permitted. Employees must comply with the BYOD policy.

3.4 Sensitive Locations

Employees must not bring non-compliant devices into sensitive locations where confidential information is discussed.

3.5 Network Restrictions

Access to prohibited technologies will be blocked on the city network. Additional network restrictions may be implemented as needed.

3.6 Prohibited Technology Exceptions

Exceptions to the prohibition may only be approved by the city's executive leadership for specific, justifiable needs.

3.7 BYOD Policy for City Employees

Employees using personal devices for city business must enroll their devices in the BYOD program and comply with all security requirements.

3.8 Ongoing and Emerging Technology Threats

The city will continually assess technological threats and update the prohibited technology list as necessary.

4.0 POLICY COMPLIANCE

All employees must acknowledge understanding of this policy annually. Non-compliance may result in disciplinary actions.

5.0 POLICY REVIEW

This policy will be reviewed annually and updated as necessary to reflect changes in state law or city needs.

Adopted: November 19, 2024

_____

Douglas E. Finch, City Manager

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider a Resolution approving and adopting the FY2024-25 Investment Policy.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Richard Jackson, Director of Fiscal Services

BACKGROUND/HISTORY:
The Investment Policy guides investments and internal controls surrounding investment activity. Our investment advisor, Valley View Investments, reviews our policy annually to ensure compliance with the Public Funds Investment Act (PFIA). The contract with Valley View Investments is renewed periodically by the City Council. The policy presented has been reviewed by Valley View and has no proposed changes. The policy was last reviewed and adopted by the City Council by Resolution 2023-049 on June 20, 2023.

The City Council was briefed on the Investment Policy on the September 17, 2024, Council meeting.

POLICY EXPLANATION:
The investment policy is reviewed annually by the City's investment advisors and the City's certified investment officers for compliance with PFIA (Public Funds Investment Act) and any other process and wording changes. The Investment Policy is then presented to the City Council for review and approval. The City's authorized and trained (semi-annual PFIA training) investment officers are the Managing Director of Fiscal Services (Richard Jackson) and Assistant Director of Fiscal Services (Tia Pettis). Internal controls require all funds to be invested to be approved by the City Manager or his/her designee.

FUNDING SOURCE:

ORG and Object Number
n/a

Available Budget	**Purchase Amount**	**After Encumber**
n/a	n/a	n/a

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Resolution No. 2024-354 Investment Policy - Pdf

RESOLUTION NO. 2024-354

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AND ADOPTING THE CITY OF DUNCANVILLE INVESTMENT POLICY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville reviews its Investment Policy annually; and,

WHEREAS, as a result of such review the City has determined that sound fiscal management requires the management of municipal funds in order to protect principal while maximizing yield.

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

SECTION 1. The City of Duncanville Investment Policy attached hereto as Exhibit A is hereby approved and adopted.

SECTION 2. All provisions of the Resolutions of the City of Duncanville, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

SECTION 4. 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 November, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A

CITY OF DUNCANVILLE, TEXAS

INVESTMENT POLICY

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Prepared by the Fiscal Services Department

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CITY OF DUNCANVILLE, TEXAS
INVESTMENT POLICY

PREFACE

It is the policy of the City of Duncanville (the "City") that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return.

Effective cash management is recognized as essential to good fiscal management. An active cash management and investment policy will be pursued to take advantage of investment interest as a viable and material source of revenue for City funds. The City's portfolio shall be designed and managed in a manner responsive to the public trust and shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, and adopted Investment Policy. The City will invest public funds in a manner which will provide the safety of principal and a market rate of return while meeting the daily cash flow demands of the City.

The City is required under the Public Funds Investment Act (Chapter 2256 of the Texas Government Code [the "Act"]) to adopt a formal written Investment Policy for the investment of public funds. These policies serve to satisfy the statutory requirement to define, adopt and review a formal investment strategy and policy.

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INVESTMENT POLICY

1. **PURPOSE.** The purpose of this investment policy (the Policy) is to set forth specific investment policy and strategy guidelines for the City in order to achieve the goals of safety, liquidity, rate of return, and public trust for all investment activities.

2. **INVESTMENT STRATEGY.** The City maintains a comprehensive and proactive cash management program which is designed to monitor and control all City funds to ensure maximum utilization and yield a market rate of return. The basic and underlying strategy of this program is that all of the City's funds are earning interest. It is the responsibility and obligation of the City to maintain a flexible approach and be prepared to modify the investment strategy as market conditions dictate. The investment strategy described is predicated on conditions as now exist and are subject to change. The investment strategy emphasizes low credit risk, diversification, and the management of maturities. The strategy also considers the expertise and time constraints of Investment Officers. The allowable investment instruments as defined in Section 6 of this Policy reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of alternatives offering independent returns. This strategy uses financial institution demand deposits, local government investment pools and money market mutual funds to achieve cash equivalent liquidity. The management of maturities refers to structuring the maturity dates of the direct investments so that, while funds are initially invested for a longer period of time, some investments mature as cash needs require.

2.1. **The primary investment strategy and objectives** of the City as specified in this Policy (See Section 4.) are listed below, in their order of importance:

- Safety and preservation of principal;
- Maintenance of sufficient liquidity to meet operating needs;
- A market rate of return on the investment portfolio; and
- Public trust.

2.2. **The list of investments authorized** by this Policy intentionally excludes some investments allowed by State law. The restrictions limit possible credit risk, increase individual security marketability, and provide the maximum measure of safety. Within the investment objectives, the investment strategy is to utilize authorized investments for maximum advantage to the City. To increase the interest earnings for funds identified as being available for investment over longer periods of time, based upon a cash requirement projection, the City will consider the following strategies:

2.2.1. **Strategy No. 1.** Maintaining liquidity through the use of financial institution deposits, local government investment pools and money market mutual funds as authorized by this Policy. An investment pool is an entity created to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority match those objectives of the Act. Funds are usually available from investment pools on a next-day basis, meaning the pools have a high degree of liquidity.

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Because of the size and expertise of their staff, investment pools are able to prudently invest in a variety of the investment types allowed by State law. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

2.2.2 **Strategy No. 2.** Building a ladder of Investment Policy authorized investments with staggered maturities for all or part of the longer-term investable funds. The benefits of this ladder approach include the following:

- It is straight-forward and easily understood;
- All investments remain within the approved maturity horizon;
- It will assure the City that it will capture a reasonable portion of the yield curve; and,
- It provides predictable cash flow with scheduled maturities and reinvestment opportunities.

2.2.3. **Strategy No. 3.** Utilizing the services of an independent, third-party investment advisor on a periodic basis that would enable the City to achieve a competitive rate of return on the funds available for longer-term investment.

2.2.4. **Strategy No. 4.** The City will utilize five general investment strategies designed to address the unique characteristics of specific fund-types (detailed strategies are presented in Attachment A):

- Investment strategies for operating funds and pooled funds containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio which will experience minimal volatility during economic cycles.
- Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date(s).
- Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund.
- Investment strategies for special projects and capital projects funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity.
- The investment maturity of bond proceeds (excluding reserve and debt service funds) shall generally be limited to the anticipated cash flow requirement or the "temporary period," as defined by Federal tax law. During the temporary period, bond proceeds may be invested at an unrestricted yield. After the expiration of the temporary period, bond proceeds subject to yield restriction shall be invested considering the anticipated cash flow requirements of the funds and

market conditions to achieve compliance with the applicable regulations.

2.2.5. **Strategy No. 5 - Hold until Maturity.** The strategy of the City is to maintain sufficient liquidity in its portfolio so that it does not need to sell or redeem an investment prior to maturity. Should it become necessary to sell or redeem an investment prior to maturity, the prior written consent of the City Manager must be obtained.

2.2.6. **Strategy No. 6 - Pooling of Deposits and Investments.** Most demand deposits of the City will be concentrated with one central depository. This procedure will maximize the City's ability to pool cash for investment purposes and provide more manageable banking relationships.

2.2.7. **Strategy No. 7 - Depository Bank Relationships.** This Policy shall further seek to maintain good depository bank relationships while minimizing the cost of banking services. The City will seek to maintain a primary depository contract which will be managed to a level that minimizes the cost of the banking relationship to the City, while allowing the City to earn an appropriate return on idle demand deposits.

2.2.8. **Strategy No. 8 - Single Pooled Fund Group.** A single pooled fund group, as defined in this Policy, may be utilized at the discretion of the Investment Officers. However, earnings from investments will be allocated on a pro-rata cash basis to the individual funds and used in a manner that will best service the interests of the City.

2.2.9. **Strategy No. 9 - Maximizing investable Cash Balances.** Procedures shall be established and implemented in order to maximize investible cash by decreasing the time between the actual collection and the deposit of receipts, and by the controlling of disbursements.

3. SCOPE. The Investment Policy shall govern the investment of all financial assets considered to be part of the City and includes the following separately invested funds or fund types: General Fund, Utility Fund, Debt Service Fund, Capital Projects Fund, Self-Insurance Funds, Asset Forfeiture Fund, Special Revenue Funds, and any other funds which have been contractually delegated to the City for management purposes. The City may add or delete funds as may be required by law, or for proper accounting procedures. This Policy does not include funds governed by approved trust agreements, or assets administered for the benefit of the City by outside agencies under retirement or deferred compensation programs. In addition to this Policy, bond funds (including debt service and reserve funds) are governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds.

4. INVESTMENT OBJECTIVES. Funds of the City shall be invested in accordance with all applicable Texas statutes, this Policy and any other approved, written

administrative procedures. The four objectives of the City's investment activities shall be as follows (in the order of priority):

4.1. **Safety of Principal.** Safety of principal invested is the foremost objective in the investment decisions of the City. Each investment transaction shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized investments as defined in this Policy, by qualifying the financial institutions with which the City will transact, and by portfolio diversification. Safety is defined as the undiminished return of the principal on the City's investments.

4.2. **Liquidity.** The investment portfolio shall be managed to maintain liquidity to ensure that funds will be available to meet the City's cash flow requirements and by investing in securities with active secondary markets. Investments shall be structured in such a manner as will provide the liquidity necessary to pay obligations as they become due. An investment may be liquidated or redeemed prior to its stated maturity to meet unanticipated cash requirements, or to otherwise favorably adjust the City's portfolio, in accordance with Section 2.2.5 above.

4.3. **Market Rate-of-Return (Yield).** The City's investment portfolio shall be designed· to optimize a market rate-of-return on investments consistent with risk constraints and cash flow requirements of the portfolio. The investment portfolio shall be managed in a manner which seeks to attain a market rate of return throughout budgetary and economic cycles. The City will not attempt to consistently attain an unrealistic above market rate-of-return, as this objective will subject the overall portfolio to greater risk. Therefore, the City's rate of return objective is secondary to those of safety and liquidity. Rate of return (yield) is defined as the rate of annual income return on an investment, expressed as a percentage.

4.4. **Public Trust.** All participants in the City's investment program shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction which might involve a conflict of interest or otherwise impair public confidence in the City's ability to govern effectively. All City employees having either a direct or indirect role in the process of investing idle funds shall act responsibly as custodians of the public trust.

5. INVESTMENT RESPONSIBILITY. As provided in this Policy, the daily operation and management of the City's investments are the responsibility of the following persons.

5.1 **Delegation of Authority.** The Managing Director of Fiscal Services (MDFS), Managing Director of Development Services, and the Fiscal Manager shall be Investment Officers and are authorized to deposit, withdraw, invest, transfer, or manage in any other manner the funds of the City. Management responsibility for the investment program is hereby delegated to the MDFS, who shall establish written procedures for the operation of the investment program, consistent with this Policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No persons may engage in an

investment transaction except as provided under the terms of this Policy and the procedures established by the MDFS. The MDFS shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of involved City employees. The system of controls shall be designed to provide reasonable assurance that assets of the City are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that:

(1) the cost of a control should not exceed the benefits likely to be derived; and,
(2) the valuation of costs and benefits requires estimates and judgments by management.

The MDFS shall be designated as the primary Investment Officer for the City and shall be responsible for investment decisions and activities under the direction of the City Manager. The MDFS may delegate any phase of the investment program to the Senior Accountant. However, ultimate responsibility for investment decisions will rest with the MDFS. Commitment of financial and staffing resources in order to optimize investment return through active portfolio management shall be the responsibility of the City Council.

5.2 **Prudence.** The standard of prudence to be applied by the Investment Officer shall be the "prudent person" rule, which states, "investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following:

5.2.1 The investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and

5.2.2 whether the investment decision was consistent with the written Investment Policy and procedures of the City.

5.3 **Due Diligence.** An Investment Officer, acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally responsible for a specific investment's credit risk or market price changes, provided that these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments.

5.4 **Ethical Standards and Conflicts of Interest.** All City employees having a direct or indirect role in the investment of City funds shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. An

Investment Officer who has a personal business relationship with a depository bank or with any entity seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree of affinity or consanguinity (affiliation) to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

5.5 **Training.** The City shall provide periodic training in investments for the Investment Officers through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of the City's Investment Officers. The Investment Officers shall accrue at least ten (10) hours of instruction relating to the Officer's responsibility under the Act within twelve (12) months after assuming duties, and not less than once every two years that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date, accrue an additional eight (8) hours of training. The Government Finance Officers Association, Government Finance Officers Association of Texas, the Government Treasurers' Organization of Texas, the Texas Municipal League, the University of North Texas, and the North Central Texas Council of Governments are approved as independent training sources.

6. AUTHORIZED INVESTMENTS. As stated previously, safety of principal is the primary objective in investing public funds and can be accomplished by limiting two types of risk - credit risk and interest rate risk. Credit risk is the risk associated with the failure of an investment issuer or backer. Interest rate risk is the risk that the value of a portfolio will decline due to an increase in the general level of interest rates. In order to provide for safety of principal as the City's primary objective, only certain investments are authorized as acceptable investments for the City. The following list of authorized investments for the City intentionally excludes some investments authorized by law. These restrictions are placed in order to limit possible risk and provide the maximum measure of safety to City funds.

At least quarterly, the Investment Officers shall monitor market values and issuer ratings obtained from independent news sources, business organizations or portfolio reporting services. In the event an authorized investment loses its required minimum credit rating, all prudent measures will be taken to liquidate said investment. Additionally, the City is not required to liquidate investments that were authorized at the time of purchase.

6.1 **Authorized and Acceptable Investments.** The authorized list of investment instruments is as follows:

6.1.1. Obligations, including letters of credit of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks, but excluding mortgage-backed securities.

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6.1.2. Direct obligations of the State of Texas, or its agencies and instrumentalities.

6.1.3. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States, but excluding mortgage-related securities.

6.1.4. Financial Institution Deposits. Certificates of deposit and other evidences of deposit at a financial institution that: a) has its main office or a branch office in Texas and is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or National Credit Union Share Insurance Fund or its successor, b) is secured in a manner and amount provided by law and in accordance with 10.2 Collateralization, or c) is executed through a depository institution or broker that meets the requirements of the Act.

6.1.5. Municipal Bonds. Obligations of agencies, counties, cities, and other political subdivisions of the State of Texas rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.

6.1.6. Eligible Local Government Investment Pools. Public funds investment pools which invest in instruments and follow practices allowed by the current law as defined in Section 2256.016 of the Texas Government Code, provided that:

- the investment pool has been authorized by the City Council;
    - the pool shall have furnished the City an offering circular containing the information required by Section 2256.016(b) of the Texas Government Code;
- the pool shall furnish the City investment transaction confirmations with respect to all investments made with it;
    - the pool shall furnish to the City monthly reports containing the information required under Section 2256.016(c) of the Texas Government Code;
- the pool is continuously rated no lower than "AAA" or "AAA-m" or an equivalent rating by at least one nationally recognized rating service;
- the pool marks its portfolio to market daily;
- the pool's investment objectives shall be to maintain a stable net asset value of one dollar ($1.00); and
- the pool's investment philosophy and strategy are consistent with this Policy.

6.1.7. Repurchase Agreements, Reverse Repurchase Agreements, Bankers' Acceptances and Commercial Paper. These investments are authorized for the City to the extent that they are contained in the portfolios of approved public funds

investment pools or money market mutual funds in which the City invests. Only fully collateralized direct repurchase agreements with the City's Primary Depository are authorized City investments. All City repurchase agreement transactions shall be governed by a signed repurchase agreement. Repurchase agreements must also be secured in accordance with State law as described in Section 10.

Regulated No-Load Money Market Mutual Funds. investments are authorized, under the following conditions: These

- the money market mutual fund is registered with and regulated by the Securities and Exchange Commission;
- the fund provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
- the fund complies with federal Securities and Exchange Commission Rule 2a-7 as promulgated under the Investment Company Act of 1940;
- the fund has a dollar-weighted average portfolio maturity in compliance with PFIA;
- the investment objectives include the maintenance of a stable net asset value of one dollar ($1.0000) per share; and
- the fund meets the duration and investment requirements of PFIA.

The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.

6.2. **Investment Instruments NOT Authorized.** State law specifically prohibits investment in the following securities:

6.2.1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

6.2.2. An obligation whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

6.2.3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.

6.2.4. Collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

7. DIVERSIFICATION. Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of investments, where appropriate.

The longer the maturity of investments, the greater their potential price volatility. Therefore,

it is the City's policy to concentrate its investment portfolio in shorter-term investments in order to limit principal risks caused by change in interest rates. The City will attempt to match its investments with anticipated cash flow requirements and maximum maturities outlined in Appendix A Investment Strategy Statement. However, the above described obligations, certificates, or agreements may be collateralized using longer date instruments. The City shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Maturity scheduling shall be managed by the Investment Officers so that maturities of investments shall be timed to coincide with projected cash flow needs.

8. AUTHORIZED BROKER/DEALERS AND FINANCIAL INSTITUTIONS. Financial institutions (federally insured banks) with and through whom the City invests shall be authorized by State laws and this Policy. Broker/dealers and investment advisors authorized to provide investment services to the City shall include only those authorized by the City Council. All primary depository banking services will be governed by a depository contract awarded by the City Council. In addition, the Managing Director of Fiscal Services shall maintain a list of authorized brokers/dealers and investment pools that are authorized by the City Council. In order to create a competitive pricing environment for each investment transaction, the City shall compare alternatives from multiple authorized investment providers.

8.1 All organizations with whom the City does investment-related business (including financial institutions, broker/dealers, advisors, and pools) must supply the following, as appropriate: (1) audited financial statements; (2) proof of Financial Industry Regulatory Authority (FINRA) certification; (3) proof of State registration; (4) completed broker/dealer questionnaire.

Local government investment pools and discretionary investment management firms shall provide certification of having read the City's Investment Policy signed by a qualified representative of the organization, acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization in accordance with the Act.

8.2 **Primary Depository.** Selection Criteria for Primary Depository shall include the following: (1) the financial institution must be insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund (NCUSIF); (2) the financial institution must be incorporated under the laws of the State of Texas or of the United States of America; and (3) the financial institution must be located within the corporate boundaries of the City. Primary Depositories located outside the City limits, but within Dallas County may be eligible, provided the financial institution maintains a place of business within the State of Texas and offers within the State the services required by

the primary depository services contract; and the City Council has adopted a written policy expressly permitting the consideration of applications received by the City from a financial institution that is located outside the City, after taking into consideration what is in the best interest of the City in establishing a primary depository.

8.3 **Monitoring Investments.** The Investment Officers of the City are responsible for monitoring the investments made by a financial institution and/or broker/dealer to determine that they are in compliance with the provisions of the Investment Policy.

9. DELIVERY VERSUS PAYMENT. It is the policy of the City that all security transactions entered into with the City shall be conducted on a **"DELIVERY VERSUS PAYMENT"** (DVP) basis through the Federal Reserve System, or similar system. By doing this, City funds are not released until the City has received, through the settlement system, the securities purchased. The City shall authorize its safekeeping bank to release funds only after the safekeeping bank has received the purchased security in the safekeeping account of the City.

10. SAFEKEEPING AND COLLATERALIZATION

10.1 **Safekeeping and Collateralization.** All securities owned by the City shall be held by a third-party safekeeping agent selected by the City. The collateral for financial institution deposits will be held and pledged to the City in the institution's trust department, in a Federal Reserve Bank account in an account in the City's name, or a third-party custodian, at the City's discretion. Pledge receipts shall be obtained and held by the City.

10.2 **Collateralization.** Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all City funds on deposit with a financial institution not fully insured. The market value of the pledged securities securing the deposit of funds shall be at least equal to 102% of the amount of the deposits of funds plus accrued interest, with the exception of deposits secured with irrevocable letters of credit at 100% of amount plus anticipated interest, reduced to the extent that the deposits are FDIC insured. Securities pledged as collateral shall be held by an independent third-party approved by the City and governed by a current custodial agreement. The agreement is to specify the acceptable securities as collateral, including provisions relating to possession of the collateral, the substitution or release of securities, ownership of securities, and the method of valuation of securities. The agreement must clearly state that the custodial bank is instructed to release pledged securities to the City in the event the City has determined that the depository bank has failed to pay as requested by the City, or has determined that the funds of the City are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of pledge, e.g., pledge receipt, must be supplied to the City and retained by the City. Any collateral with a maturity over five (5) years must be approved by an Investment Officer before the transaction is completed. Release of collateral must be approved in writing by an Investment Officer.

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10.2.1 The City may accept the following securities as collateral for financial institution deposits:

- guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
- secured by obligations that are eligible for pledge as described in the Public Funds Collateral Act: or
- secured by a letter of credit issued by the United States or its agencies and instrumentalities.

10.2.2 Financial institutions with which the City invests or maintains other deposits shall provide monthly, and as requested by an Investment Officer, a listing of the collateral pledged to the City, marked to current market prices. The listing shall include total pledged securities itemized by name, type, description, CUSIP, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable. The City and the financial institution shall jointly assume the responsibility for ensuring tHat the collateral is sufficient.

10.3 **Collateralized Deposits.** Consistent with the requirements of State law, the City requires all financial institution deposits to be federally insured or collateralized with eligible instruments. Financial institutions serving as City depositories will be required to sign a "Depository Agreement" with the City. The collateralized deposit portion of the Agreement shall define the City's rights to the collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the Agreement must be in writing;
- the Agreement must be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- the Agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- the Agreement must be part of the Depository's "official record" continuously since its execution.

11. INTERNAL CONTROL. The Managing Director of Fiscal Services shall establish a system of written internal controls. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls and adherence to the City's established Investment Policy.

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12. **PERFORMANCE.** The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and cash flow requirements of the City. This Investment Policy establishes "weighted average yield to maturity" as the standard portfolio performance measurement.

13. **REPORTING.** The Managing Director of Fiscal Services shall submit a quarterly investment report, signed by all Investment Officers, that summarizes current market conditions, economic developments, and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter and describe the portfolio in terms of investments, maturities, risk characteristics, and shall explain the investment return for the quarter.

13.1 **Annual Report.** The Managing Director of Fiscal Services shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council. In conjunction with the annual audit, the quarterly reports shall be formally reviewed by the City's independent auditor, and the result of the review shall be reported to the City Council by that auditor. Said results may be included in the full annual audit report.

13.2 **Methods.** The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the past quarter. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to this Policy. The report will be provided to the City Council. The report will include the following:

13.2.1 A listing of individual investments held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired;

13.2.2. Book and market value of each separately invested asset at the end of the reporting period by type of asset and fund type invested;

13.2.3 Fully accrued interest for the reporting period;

13.2.4 Average weighted yield to maturity of the portfolio as compared to applicable benchmarks;

13.2.5 Listing of investments by maturity date;

13.2.6 The percentage of the total portfolio which each type of investment represents; and

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13.2.7 Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council.

14. INVESTMENT POLICY ADOPTION AND AMENDMENT. The City's Investment Policy shall be adopted and amended by resolution of the City Council only. The City's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations, and needs of the City. The City Council, not less than annually, shall adopt a written instrument stating that it has reviewed the Investment Policy and investment strategies and that the written instrument so adopted shall record any changes made to either the Policy or strategies.

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CITY OF DUNCANVILLE, TEXAS
Investment Policy

Investment Strategy Statement

Operating Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Operating Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing the weighted average days to maturity for the Operating Fund's portfolio to less than 270 days and restricting the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Liquidity - The Operating Fund requires the greatest short-term liquidity of any of the Fund types. Cash equivalent investments will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Marketability – Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market “spreads” between the bid and offer prices of a particular security-type of less than ten basis points will define an efficient secondary market.

Diversification – Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Market cycle risk will be reduced by diversifying the appropriate maturity structure out through two years.

Yield – Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio will be the minimum yield objective.

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City of Duncanville Internal Investment Pool

Suitability – Any investment eligible in the Investment Policy is suitable for the Internal Investment Pool.

Safety of Principal – All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing weighted average days to maturity for the Internal Investment Pool to less than 270 days and restricting the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Liquidity - The Internal Investment Pool has moderate liquidity needs. Cash equivalent investments will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Marketability – Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market "spreads" between the bid and offer prices of a particular security-type of less than ten basis points will define an efficient secondary market.

Diversification – Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Market cycle risk will be reduced by diversifying the appropriate maturity structure out through two years.

Yield – Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio will be the minimum yield objective.

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Debt Service Funds

Suitability – Any investment eligible in the Investment Policy is suitable for the Debt Service Fund.

Safety of Principal – All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing Debt Service Funds to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.

Liquidity - Debt Service Funds have predictable payment schedules. Therefore, investment maturities should not exceed the anticipated cash flow requirements. Cash equivalent investments may provide a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any debt service payment. This investment structure is commonly referred to as a flexible repurchase agreement.

Marketability - Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.

Diversification - Market conditions influence the attractiveness of fully extending a maturity to the next "unfunded" payment date. Generally, if investment rates are anticipated to decrease over time, the City is best served by locking in most investments. If the interest rates are potentially rising, then investing in shorter and larger amounts may provide advantage. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio shall be the minimum yield objective.

EXHIBIT A

Debt Service Reserve Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Debt Service Reserve Funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the Investment Policy.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, managing Debt Service Reserve Fund maturities to not exceed the call provisions of the borrowing reduces the investment's market risk if the City's debt is redeemed and the Reserve Fund liquidated. No stated final investment maturity shall exceed the shorter of the final maturity of the borrowing or two years. Annual mark-to-market requirements or specific maturity and average life limitations within the borrowing's documentation will influence the attractiveness of market risk and reduce the opportunity for maturity extension.

Liquidity - Debt Service Reserve Funds have no anticipated expenditures. The Funds are deposited to provide annual debt service payment protection to the City's debt holders. The funds are "returned" to the City at the final debt service payment. Market conditions and arbitrage regulation compliance determine the advantage of investment diversification and liquidity. Generally, if investment rates exceed the cost of borrowing, the City is best served by locking in investment maturities and reducing liquidity. If the borrowing cost cannot be exceeded, then concurrent market conditions will determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields.

Marketability- Securities with less active and efficient secondary markets are acceptable for Debt Service Reserve Funds.

Diversification - Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Debt Service Reserve Funds. At no time shall the final debt service payment date of the bond issue be exceeded in an attempt to bolster yield.

Yield - Achieving a positive spread to the applicable borrowing cost is the desired objective. Debt Service Reserve Fund portfolio management shall at all times operate within the limits of the Investment Policy's risk constraints.

EXHIBIT A

Special Project and Capital Project Funds

Suitability -Any investment eligible in the Investment Policy is suitable for Special Project and Capital Project Funds.

Safety of Principal -All investments will be of high quality with no perceived default risk. Market fluctuations may occur. However, by restricting the maximum maturity to two years and by managing Special Project and Capital Project Funds to balance the short term and long term anticipated cash flow requirements, the market risk of the portfolio will be minimized.

Liquidity - Special Project and Capital Project Funds used as part of a CIP plan or scheduled repair and replacement program are reasonably predictable. However, unanticipated needs or emergencies may arise. Selecting Investment maturities that provide greater cash flow than the anticipated needs will reduce the liquidity risk of unanticipated expenditures.

Marketability - The balancing of short-term and long-term cash flow needs requires the short-term portion of the Special Project and Capital Project Funds portfolio to have securities with active and efficient secondary markets. Historical market "spreads" between the bid and offer prices of a particular security-type of less than ten basis points will define an efficient secondary market. Securities with less active and efficient secondary markets are acceptable for the long-term portion of the portfolio.

Diversification - Investment maturities should blend the short-term and long-term cash flow needs to provide adequate liquidity, yield enhancement and stability. A "barbell" maturity ladder may be appropriate.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio structures is the desired objective. The yield of an equally weighted, rolling six-month Treasury Bill portfolio will be the minimum yield objective.

EXHIBIT A

Bond Funds

Suitability -Any investment eligible in the Investment Policy is suitable for Bond Funds.

Safety of Principal - All investments will be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing Bond Funds to not exceed the shorter of two years or the anticipated expenditure schedule the market risk of the overall portfolio will be minimized.

Liquidity - Bond Funds used for capital improvement programs have reasonably predictable draw down schedules. Therefore, investment maturities should generally follow the anticipated cash flow requirements. Cash equivalent investments will provide readily available funds generally equal to at least one month's anticipated cash flow needs, or a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request. This investment structure is commonly referred to as a flexible repurchase agreement.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market "spreads" between the bid and offer prices of a particular security-type of less than ten basis points will define an efficient secondary market.

Diversification - Market conditions and arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for construction, loan and bond proceeds. Generally, when investment rates exceed the applicable cost of borrowing, the City is best served by locking in most investments. If the cost of borrowing cannot be exceeded, then concurrent market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger amounts. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.

Yield -Achieving a positive spread to the cost of borrowing is the desired objective, within the limits of the Investment Policy's risk constraints. The yield of an equally weighted, rolling six-month Treasury Bill portfolio will be the minimum yield objective for non- borrowed funds.

EXHIBIT A

Attachment B

CITY OF DUNCANVILLE, TEXAS
Authorized Broker/Dealers

1. SouthState | DuncanWilliams
2. FHN Financial Capital Markets
3. Great Pacific Securities
4. Hilltop Securities
5. Multi-Bank Securities
6. Wells Fargo Securities

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider a Resolution to approve the Budget Development Policy

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Richard Jackson, CFO
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The Budget Development Policy was briefed on the October 15, 2024, Council meeting. As the policy states the purpose of this policy is to set expectations in the budget development and review process so that the annual budget can be prepared timely and in accordance with the direction and input of the City Council. Additionally, it requires the budget calendar to be published well in advance so meeting dates will be set and firm for the public and Council.

POLICY EXPLANATION:
City Management and Fiscal Services continue the process of reviewing and updating the City's various financial policies. Policies will be briefed with Council first for input and followed up with a Resolution for approval. As policies are approved and adopted by Council, they will added to the Fiscal Services website.

FUNDING SOURCE:

ORG and Object Number
NA

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

ACTION ALTERNATIVES:
NA

ATTACHMENTS:
Resolution No. - 2024-353 - City of Duncanville Budget Development Policy - Pdf

RESOLUTION NO. 2024-353

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AND ADOPTING THE CITY OF DUNCANVILLE BUDGET DEVELOPMENT POLICY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville has identified the need to have a formal policy, approved and adopted by Council, to set the expectations of the annual budget review and development process.

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

SECTION 1. The Budget Development Policy for the City of Duncanville attached hereto as Exhibit A, is hereby approved and adopted.

SECTION 2. All provisions of the Resolutions of the City of Duncanville, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this Resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.

SECTION 4. 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 November, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A

CITY OF DUNCANVILLE
BUDGET DEVELOPMENT POLICY

PURPOSE

The purpose of the Budget Development Policy is to set expectations in the budget development and review process, so that the annual budget can be prepared timely and in accordance with the direction and input of the City Council. In the event the City Manager is unable to prepare the City Budget in accordance with this policy, the City Council may appoint a designee(s) to perform certain responsibilities as directed by the City Council.

POLICY STATEMENT

The City of Duncanville has benefited from years of sound financial management. In order to solidify the sound practices currently in effect, increase public understanding of the framework within which the City's budget is developed, and focus attention on future budgetary challenges, the City Council believes formal financial budget development policies should be established in the following areas:

A. Balanced Budget – In accordance with the laws of the State of Texas while continuing to provide a level-service delivery approach with an eye toward service enhancements where possible, the annual budget shall be balanced with current expenditures not exceeding current revenues and any available fund balance (i.e. "rainy day fund") it may have.

B. Revenue Projections – All revenue projections or estimates shall be conservative in nature based on historical data and known trends and forecasts. All tax revenue estimates shall be based on reasonable City previously adopted rates. Any new sources of revenues and new tax rates shall be adopted and included only after the City Council has held a public hearing, received comment, and approved.

C. Expenditure Projections – All expenditures shall be based on actual known costs, reliable historical data or estimates provided after careful research and investigation by staff and the City Council. All expenditures, projects and reserves budgeted shall be included only if they are necessary and essential in the individual department's efforts to meet the goals and objectives established by the City Council.

D. General Fund Reserves – The General Fund balance should be adequate to handle unexpected revenue shortfalls and be able to accommodate a reasonable level of extraordinary, unbudgeted expenditures. The City Council has adopted a Fund Balance Policy setting required unassigned fund balance levels. Please see the Fund Balance Policy for more detailed information. Each year, available fund balance (carryover), the cumulative excess of revenues over expenditures, may be used as a source of funding to be applied to the next fiscal year's budget. Annual budgets should reference the projected fund balance in accordance with the Fund Balance Policy.

EXHIBIT A

E. Capital Expenditures – In order to maintain and improve the City's infrastructure, facilities, and equipment; the City Council shall adopt a long-term capital improvement plan. The City Council periodically updates the capital improvement plan after further review and discussion. Expenditures of a capital investment in development of the budget should be in keeping with the capital improvement plan.

F. Budget Practices – In preparing the budget, the City Manager should continue to review the City's revenue sources to identify grant funding from federal, state, and other sources; fees, licenses, permits; sales and use tax; and all other possible sources of revenue. Any new sources should be proposed to the City Council prior to the presentation of the draft budget.

G. Accounting Basis – The budgets for the General and Debt Service Funds are prepared on a modified accrual basis. The budgets for proprietary funds, such as Utility, Sanitation, and Fieldhouse Funds, are prepared on an accrual basis, except for Capital Outlays, which are budgeted expenses, and depreciation expenses, which are not budgeted. Budgets for Capital Project Funds are normally established on a project basis.

BUDGET PREPARATION TIMELINE

The City Manager shall publish a budget calendar no later than December 31 of each year in preparation for the next fiscal year. The calendar shall include dates for City Council meetings and workshops, public hearings, department budget meetings with Fiscal Service and the City Manager and other committee meetings relative to the proposed budget.

The City shall prepare a multi-year financial plan for all major funds. These plans will detail the five-year outlook for revenues and expenditures and project the financial position of the City for each year. This information will be prepared and updated early in the fiscal year and will be used to set the stage for the upcoming fiscal year.

The City's formal budget process shall begin no later than January with discussions and updates to the Capital Improvement Plan. The Capital Improvement Plan shall be prepared with a five-year outlook and include project identification up to fifteen years out.

The annual budget shall be developed with goals and objectives, which should ultimately translate into line-item details. Baseline revenue projects are prepared and discussed with departments. Preliminary property tax roll information is made available by the Dallas Central Appraisal District in late April, early May, and the certified tax roll detail is made available by July 25 of each year per state law.

EXHIBIT A

The following steps generally outline the budget development process:

1. Department goals and objectives for the coming year are discussed with the City Manager. Program enhancements and/or reductions are discussed as well.

2. Baseline budgets detailing line-item expenditures by the organization and a departmental summary are submitted. The baseline budgets assume no new personnel, programs, or additional equipment. Inflationary adjustments are made to line items where appropriate and justified based on economic and other trend information. The line-item activity budgets are submitted through the City's financial system, Munis. The budgets detail current year adopted and next year's (proposed) budgets. The departments are asked to thoroughly review current year expenditures in conjunction with the proposed budget to ensure any anticipated increases are documented in either or both revised current-year and proposed budgets. Proposed budgets are supported with line-item detail explaining the components, number of units, and unit cost, as applicable.

3. The City Manager, Assistant City Manager, Managing Director of Fiscal Services, and the Budget Administrator will review historical spending, actuals to date, and proposed budgets for accuracy of estimates and rationale. Current year and proposed revenue and expenditure summaries are provided to detail the net result and change along with five-year projections.

4. A series of meetings are scheduled and held with the departments. The purpose of these meetings is to review current year expenditures, detail line-item expenditures for each department and division, and discuss program enhancements and reductions. Further direction is given to the departments to develop detailed enhancements and/or reduction packages for City Manager's consideration. Concurrent with this step, the Fiscal Services Department continues to update tax and other revenue estimates.

5. A work session is held with City Council to discuss the preliminary budget, projected tax rate, economic forecasts, etc. The City Manager prepares and submits a proposed budget, including all active funds. The City Manager also submits a five-year capital improvement program budget to City Council. These budgets outline revised year-end revenues and expenditures, proposed revenues and expenditures, changes in fund balance, and available surplus funds. The proposed budget is presented to City Council for further consideration and direction. An additional work session is held to discuss the budget, the no-new revenue and proposed tax rate, utility, and other rate or fee changes.

EXHIBIT A

6. As required by City Charter, the City Manager shall file the proposed budget by July 31 of each year. The City Council shall hold a public hearing on the budget, as required by Texas Local Government Code Section 102.006, prior to the date the Council makes its tax levy. Additionally, the City Council shall hold a public hearing on the tax rate as required by Texas Tax Code 26.05, if the proposed tax rate exceeds the no-new revenue rate (the tax rate to generate the same revenue as previous tax year). In order to meet the Dallas County deadline for the tax levy, the vote to adopt the budget and levy tax shall occur no later than the 3rd week of September.

BUDGET MONITORING

In order to improve its ability to monitor the implementation of the City budget, the City Council will receive monthly reports on revenues and expenditures during the fiscal year. The City Manager will present to the City Council any variances in revenue or expenditures beyond projections as soon as they are known at the next meeting. Per the Financial Policy, last revised in 2003, Section VIII Expenditure Control, the level of budgetary control is at the department level in the General Fund and at the fund level in all other funds. The City Manager can authorize budget transfers within the General Fund, as long as the transfer occurs within the same department; for example Police or Fire. A budget transfer reduces one line item and increase another therefore the net effect is zero. When a budget amendment among departments and/or funds are necessary, the City Council must approve by ordinance. A budget amendment typically increases the overall budget. Operating budget account deficiencies shall be corrected by budget amendments periodically.

APPROVED BY CITY COUNCIL:

Pending approval on November 19, 2024

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider a Resolution approving the City of Duncanville to adopt and amend the Texas Tax Code Chapter 35 Municipal Hotel Occupancy Tax.

Vision Statement:

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

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**
- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Douglas E. Finch, City Manager
Sofine M. Lewis, Executive Liaison to the City Manager

BACKGROUND/HISTORY:
Municipal hotel occupancy taxes are governed by Tax Code Chapter 351. Subsection (6) of Section 352.101 restricts the use of such tax revenues by municipalities for sporting events based on population and location with a certain population limitation. Many Texas municipalities have many various sports related events which attract tourists from throughout the United States and Texas which promote the tourism, and convention and hotel business, as well as the enhancement of the Texas economy.

POLICY EXPLANATION:
Many of the venues which support regional and nationwide events are located in municipalities which are located in populous counties throughout the State of Texas. Amending the population brackets will enable the City of Duncanville to expend local hotel tax under the "sporting related event costs" category. There is a need for these revenues to be utilized for the enhancement the tourism, convention attendees and increase hotel occupancy in such municipalities and counties.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Approved the adoption and amendment of Texas Tax Code Chapter 35.
2. Do not approve the adoption and amendment of Texas Tax Code Chapter 35.
3. Other actions as directed by Council.

ATTACHMENTS:
Reso. No. 2024-357 - Adopt and Amend Texas Tax Code CH. 35

RESOLUTION NO. 2024-357

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, SUPPORTING AND REQUESTING THE TEXAS LEGISLATURE TO ADOPT AND AMEND THE TEXAS TAX CODE CHAPTER 35 MUNICIPAL HOTEL OCCUPANCY TAXES, SUBCHAPTER B USE AND ALLOCATION OF REVENUE, SECTION 352.101, BY ADDING A NEW SUBSECTION 6(D) TO USE TAX REVENUES DIRECTLY RELATED TO A SPORTING EVENT IN A MUNICIPALITY OF AT LEAST THIRTY-FIVE THOUSAND (35,000) LOCATED IN A COUNTY WITH A POPULATION OVER 2.6 MILLION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Texas municipalities have the option to impose a Hotel Occupancy Tax in accordance with Chapter 351 of the Texas Tax Code; and,

WHEREAS, the revenues derived from such tax may only be used in accordance with the requirements set forth in said chapter; and

WHEREAS, subsection (6) of Section 352.101 restricts the use of such tax revenues by municipalities for sporting events based on population and location with a certain population limitation; and

WHEREAS, many Texas municipalities have many various sports related events which attract tourists from throughout the United States and Texas which promote the tourism, and convention and hotel business, as well as the enhancement of the Texas economy; and

WHEREAS, many of the venues which support these regional and nationwide events are located in municipalities which are located in populous counties throughout the State of Texas; and

WHEREAS, there is a need for these revenues to be utilized for the enhancement the tourism, convention attendees and increase hotel occupancy in such municipalities and counties.

THEREFORE, THE ABOVE PREMISES CONSIDERED THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, HEREBY RESOLVES THAT:

SECTION 1. That Chapter 351 of the Texas Tax Code should be amended by adding a new subsection to Section 351.101(6)(D) to read as follows:

“Texas Tax Code

. . . . .

Title 3 Local Taxation

Subtitle D. Local Hotel Occupancy Taxes

Chapter 351 Municipal Hotel Occupancy Taxes

. . . . .

Subchapter B

§ 351.101. Use of Tax Revenue

(a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(1) 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;

. . . . .

(6) expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity if:

(A) the municipality is located in a county with a population of one million or less;

(B) the municipality has a population of more than 67,000 and is located in two counties with 90 percent of the municipality's territory located in a county with a population of at least 800,000, and the remaining territory located in a county with a population of at least four million; or

(C) the municipality has a population of at least 200,000 and shares a border with;

(i) a municipality with a population of at least 62,000 that:

(a) borders Lake Ray Hubbard; and

(b) is located in two counties, one of which has a population of less than 110,000; or

(ii) Lake Ray Hubbard; or

(D) **the municipality has a population of at least 35,000 and located in a county with a population of at least 2.6 million**.

. . . . . / /”

SECTION 2. That the administrative staff is authorized to provide such above stated amendment to the members of the 89th Texas Legislature; and, to cause the introduction of such bill before the said legislative session of the Texas Legislature; and for staff to use any and all legal means to secure its passage.

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

SECTION 4. This resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of November 2024.

APPROVED:

_____
Greg Contreras, Mayor

ATTEST:

_____
Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider a Resolution authorizing the annual expenditure with Dallas Central Appraisal District (DCAD) for property appraisal services, in accordance with state law, in an amount determined through DCAD's annual budgeting process.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
Dallas Central Appraisal District (DCAD) is responsible for appraising property for the purpose of ad valorem property tax assessment on behalf of the 61 local governing bodies in Dallas County. DCAD invoices quarterly in advance. The budget allocation is based on a formula of the city's total tax levy divided by the by the total levy for Dallas County cities. The previous year's levy will be used in allocating the current budget. FY 2024-25 budget year, the City of Duncanville's allocation is $100,474.

Dallas Central Appraisal District's complete FY24-25 budget can be found on their website. DCAD Approved Budget

POLICY EXPLANATION:
The State of Texas Tax Code Section 6.01 first established appraisal districts in 1979. The appraisal district is a political subdivision of the State of Texas and is responsible for appraising property for property tax purposes for each taxing unit that imposes property taxes on property in the State of Texas. The City is notified of the allocation in the spring for the upcoming budget year and budgets accordingly.

FUNDING SOURCE:

ORG and Object Number
01022000-708103 Accounting & Reporting - Professional Services

Available Budget	Purchase Amount	After Encumber
$165,985	$100,474	$65,511

ACTION ALTERNATIVES:

1. Approve the annual expenditure for Dallas Central Appraisal District property appraisal services.
2. Other actions as directed by Council.

ATTACHMENTS:
DCAD_APPROVED_BUDGET_2024-2025
Resolution No. - 2024-355 - Dallas Central Appraisal District Annual Budget Allocation - Pdf



DALLAS CENTRAL APPRAISAL DISTRICT

2024-2025 APPROVED BUDGET

DALLAS CENTRAL APPRAISAL DISTRICT
2024/2025
REVENUE SUMMARY

BUDGET ALLOCATION

CITIES	2023 LEVY	%	2024/2025 ALLOCATION
Addison	37,602,464	0.4385	$160,912
Balch Springs	14,902,755	0.1738	$63,778
Carrollton	51,755,010	0.6035	$221,460
Cedar Hill	37,856,606	0.4415	$162,013
Cockrell Hill	1,617,583	0.0189	$6,936
Combine	91,079	0.0011	$404
Coppell	50,650,870	0.5907	$216,763
Dallas	1,388,279,304	16.1894	$5,940,862
DeSoto	49,255,759	0.5744	$210,782
Duncanville	23,479,131	0.2738	$100,474
Farmers Branch	53,528,244	0.6242	$229,056
Ferris	135,508	0.0016	$587
Garland	165,081,762	1.9251	$706,435
Glenn Heights	5,166,318	0.0602	$22,091
Grand Prairie	85,424,057	0.9962	$365,566
Grapevine	991,487	0.0116	$4,257
Highland Park	18,615,524	0.2171	$79,667
Hutchins	7,825,766	0.0913	$33,503
Irving	230,090,718	2.6832	$984,627
Lancaster	34,346,448	0.4005	$146,967
Lewisville	503,788	0.0059	$2,165
Mesquite	93,385,279	1.0890	$399,619
Ovilla	294,009	0.0034	$1,248
Richardson	78,969,115	0.9209	$337,933
Rowlett	51,707,496	0.6030	$221,277
Sachse	16,715,943	0.1949	$71,521
Seagoville	9,421,578	0.1099	$40,329
Sunnyvale	8,533,991	0.0995	$36,513
University Park	25,197,921	0.2938	$107,813
Wilmer	7,794,539	0.0909	$33,357
Wylie	1,100,648	0.0128	$4,697
	$2,550,320,700	29.7406%	10,913,612

RESOLUTION NO. 2024-355

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE ANNUAL EXPENDITURE WITH THE DALLAS CENTRAL APPRAISAL DISTRICT (DCAD) FOR PROPERTY APPRAISAL SERVICES, IN ACCORDANCE WITH STATE LAW, IN THE AMOUNT DETERMINED THROUGH DCAD'S ANNUAL BUDGETING PROCESS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City and the Appraisal District are political subdivisions of the State; and

WHEREAS, Section 6.01 of the Texas Tax Code established an appraisal district in each county that is responsible for appraising property within that district for ad valorem purposes of each taxing unit that imposes ad valorem taxes on property; and

WHEREAS, Section 6.04(d) of the Texas Tax Code states the City of Duncanville, as a participating taxing unit, pays a portion of the appraisal district's budget, allocated in proportion to the total dollar amount of property taxes imposed; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to pay the allocation in accordance to state law and DCAD's annual budget.

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

SECTION 1. The annual expenditure for the Dallas Central Appraisal District (DCAD), as indicated in DCAD's annual budget, is hereby approved for FY 2025 and for future years, in accordance with state law, and authorizes the City Manager, or designee, to execute the necessary documents related to said expenditure.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of November, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider an ordinance amending the FY 2024-2025 budget by appropriating resources received for projects, grants, donations, and capital projects in FY 2024 and amending expenditures.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The City of Duncanville has numerous ongoing projects and needs that require the FY 2024 funding and resources to be carried over into FY 2025. Though staff makes every effort to propose expected expenditures, the timing of project awards and expenditures made do not always align with the annual budget process. Amended expenditures are covered by resources available within the fund balance from the prior year and the current year projected revenue. Each fund summary attached to the ordinance lists the specific projects and amounts.

Fund 001 - General Fund
The budget amendment will cover the following:

1. Matrix Consulting - Police/Fire Operational Analysis - Expenditure approved by Resolution 2024-253 in the total of $134,900.00. $42,660 was spent in FY24 and therefore the remainder of $92,240 in FY25.
2. Halff Consulting - Ladd Property Master Plan - Expenditure was approved by Resolution 2024-265. The total contractual amount is $149,900. DCEDC will cover $25,000 in FY25. The General Fund was authorized $50,000 and only $9,818.22 was spent in FY24 and therefore the remainder of $40,181.78 in FY25.
3. OpenGov - Expenditure approved by Resolution 2024-343 in the amount of $68,000. OpenGov was not included in the FY2025 budget.
4. Generator for City Hall/Police - A quote of $399,146, including 10% contingency, for generator.

Total amendment request = $599,568 from fund balance resources.

Fund 013 - Grants and Donations

This fund tracks donations and grants received. The Police, Fire, and City Marshal receive an annual allotment for law enforcement-related training by the State Comptroller's Office. These funds can only be spent on training. Whatever funds are remaining can be used in a later year. The budget amendment will budget the remaining balance as of 09-30-2024 for use in FY 2025.

There are a few grants approved by Council, Resolution 2022-126 - Dallas County Municipal First Responder Health Care Program - $29,252.00; Resolution 2024-228 - JAMAR Radars ($9,080.80); Resolution 2024-227 - Ballistic Helmets ($8,704.52); and Resolution 2019-082R2 - GPS Tracks, Police Bicycles ($9,671.91) all through the City of Dallas from Department of Justice (JAG Grants). Not all of the funds eligible have been spent.

Additionally, this fund tracks donations received by Police, Fire, Library, Parks, and Tree Replacements. Funds can be used to offset the unbudgeted needs of the department. The Tree Replacement fund is to cover replacing trees; developers are required to pay into the Tree Reforestation fund by ordinance when trees are removed and not replaced. This amendment will budget the remaining balance as of 09-30-2024 for use in FY 2025.

Fund 015 - Drainage

This fund collects stormwater fees, as charged to commercial and residential billing customers. The expenses cover the administration of fund management and stormwater compliance. Additionally, it covers capital improvement projects. The budget amendment will carry over the remaining balance as of 09-30-2024 for use in FY 2025 for ongoing projects, including the remainder of the Ten Mile Creek erosion project and a drainage study.

Fund 017- Utility CIP

All Utility CIP projects are expensed out of this fund. Transfers are made from the Utility Operations Fund to cover the expenses of CIP projects. The budget amendment will carry over the remaining balance as of 09-30-2024 for use in FY 2025 for ongoing projects.

Fund 020 - Street CIP

All Street and Sidewalk CIP projects are expensed out of this fund. Transfers are made from the General Fund, as available, to cover the expenses of CIP projects. Additionally, the City applies with Dallas County for CDBG (Community Development Block Grant) funds to cover a portion of sidewalk improvements such as the installation of ADA ramps, within CDBG-eligible zones. The budget amendment will carry over the remaining balance as of 09-30-2024 for use in FY 2025 for ongoing projects.

Fund 025 - Alley CIP

All Alley reconstruction projects are expensed out of this fund. Funding for transfers is supported by the Sanitation Fund. Alley garbage customers pay a higher rate to cover Alley reconstruction projects. Additionally, the drainage fund supports a portion of the alley projects. The budget amendment will carry over the remaining balance as of 09-30-2024 for use in FY 2025 for ongoing projects.

Fund 415 -Fleet Replacement

This fund receives contributions from the various departments for future replacement of vehicles. This amendment will roll forward the budget for vehicles already approved by Council but were not received in FY2024, as well as for other replacements to catch up on outstanding replacements intended in FY 2024.

Fund 758 - ARPA

This fund is to track revenue received for COVID relief from the American Rescue Plan Act of 2021. Projects have been identified and the budget amendment will rollover the remaining funds for outstanding projects.

FUND	ADOPTED EXPENSE	REVISED EXPENSE
001 - General Fund	$42,497,061	$43,096,628
013 - Grants and Donations	$215,382	$339,025
015 - Drainage Fund	$1,071,741	$1,312,970
017 - Utility CIP	$5,168,719	$8,946,769
020 - Streets and Sidewalk	$50,000	$154,486
025 - Alley CIP	$453,408	$461,811
415 - Fleet Replacement	$1,025,000	$2,025,918
758 - ARPA	$500,000	$918,213

POLICY EXPLANATION:

The Texas Local Government Code 102.010 allows for changes to the municipality's budget necessary for operations. Additionally, the City Council must approve budgetary amendments and a copy of the amendment shall be filed with the City Secretary's Office by law.

FUNDING SOURCE:

ORG and Object Number

NA

Available Budget	Purchase Amount	After Encumber
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Approve the FY 2024-2025 Budget Amendments as presented.
2. Do not approve the FY 2024-2025 Budget Amendments
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2532 - FY 2025 Budget Amendments - Projects and CIP - Pdf

ORDINANCE NO. 2532

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE FY 2024-2025 BUDGET BY APPROPRIATING RESOURCES RECEIVED FOR PROJECTS, GRANTS, DONATIONS, AND CAPITAL PROJECTS IN FY 2023-2024 AND AMENDING EXPENDITURES; EXCEPT AS AMENDED HEREIN SHALL BE IN FULL FORCE AND EFFECT; AUTHORIZING THE CITY MANAGER TO MAKE ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the 2024-2025 Budget by Ordinance 2523 on September 17, 2024; and

WHEREAS, the Texas Local Government Code 102.010, "Changes in Budget for Municipal Purposes", allows a municipality to amend its budgets as deemed necessary for municipal purposes; and

WHEREAS, the requested amendments are for funds, as referenced in "Exhibit A", designated as special use funds and Capital Improvement Project Funds with resources received in FY 2024 and expenditures necessary to complete projects; and

WHEREAS, the City Manager is submitting the amended budget of revenues and expenditures for conducting the affairs of the City for the Fiscal Year 2024-2025.

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

SECTION 1. The budget and fund accounts adopted therein for the Fiscal Year 2024-2025 shall be, and are hereby, amended as set forth in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes.

SECTION 2. The balance of the budget, as amended, except as amended herein, shall be in full force and effect.

SECTION 3. A copy of the Budget Amendment will be provided to the City Secretary's Office as required by law.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of November, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A

001 - GENERAL FUND SUMMARY

FY 2024-25 BUDGET AMENDMENTS - 11.19.2024

REVENUES	ACTUAL FY 22-23	UNAUDITED ACTUAL FY 23-24	BUDGET FY 24-25	AMENDMENT	REVISED BUDGET FY 24-25
50 - PROPERTY TAXES	$20,944,690	21,920,792	22,939,008		22,939,008
51 - SALES & OTHER TAXES	9,962,571	10,094,327	9,951,222		9,951,222
52 - PERMITS & LICENSES	641,662	762,038	671,500		671,500
53 - FINES & FEES	315,352	324,828	813,600		813,600
54 - INTERGOV REVENUES	337,434	318,088	350,810		350,810
55 - INTEREST	2,432,065	2,601,642	1,500,000		1,500,000
56 - FRANCHISE FEE REV	1,967,159	1,729,137	1,785,000		1,785,000
57 - CHARGES FOR SERVICES	1,052,982	1,279,992	1,214,000		1,214,000
58 - TRANSFER FROM FUNDS	2,904,293	2,788,905	2,802,670		2,802,670
59 - OTHER SOURCES	516,201	457,535	469,250		469,250
TOTAL REVENUES	**$41,074,408**	**$42,277,284**	**$42,497,060**	($0)	**$42,497,060**

EXPENSES	ACTUAL FY 22-23	UNAUDITED ACTUAL FY 23-24	BUDGET FY 24-25	AMENDMENT	REVISED BUDGET FY 24-25
60 - SALARY AND BENEFITS	$23,635,349	26,489,181	27,854,771		27,854,771
72 - SUPPLIES & MATERIALS	1,746,118	1,745,696	2,869,728		2,869,728
73 - CONTRACT & PROF SVCS	6,424,737	7,159,615	7,677,113	200,422	7,877,534
74 - MAINT & REPAIR SVCS	1,279,627	1,461,301	1,388,250		1,388,250
75 - UTILITIES	1,037,120	1,212,990	1,000,209		1,000,209
76 - CAPITAL OUTLAY	196,112	143,856	169,100	399,146	568,246
78 - TRANSFER TO FUNDS	1,979,514	1,163,822	1,066,425		1,066,425
79 - OTHER FINANCING USES	460,837	319,539	471,466		471,466
TOTAL EXPENDITURES	**$36,759,414**	**$39,695,999**	**$42,497,061**		**$43,096,628**
NET REVENUE OVER / (UNDER) EXPENDITURES	**$4,314,994**	**$2,581,285**	**($0)**	**($599,568)**	**($599,568)**
BEGINNING FUND BALANCE		**$21,284,431**			**$23,865,716**
ENDING FUND BALANCE PROJECTED	**$21,284,431**	**$23,865,716**			**$23,266,148**
Targeted Reserve - 90 Days (25%)					
Maximum Reserve - 150 Days (41%)					$17,669,617
Excess Amount Over Maximum					$5,596,531

AMENDMENTS REQUESTED

General Funds do not rollover from year to year as CIP projects do. There are two services that began in FY 2024 that were not concluded and OpenGov for FY25 was approved per Resolution 2024-343 and therefore the remainder of the funds needed to complete the service are requested in FY 2025.

	Original Amount	FY 24 Expense	FY 2025 - Remaining Amount	
1. Matrix Consulting Group - Res. 2024-253	$134,900	$42,660	$92,240	
2. Halff Consulting - Ladd Master Plan Res. 2024-265	$50,000	$9,818	$40,182	General Fund contributio
3. Open Gov - FY 2025 - Res. 2024-343			$68,000	
4. Emergency Generator City Hall (Quote)			$399,146	
			$ 599,567.78	

EXHIBIT A

013 - GRANT FUND
SUMMARY
FY 2024-25 BUDGET AMENDMENTS - 11.19.2024

REVENUES	ACTUAL FY 22-23	UNAUDITED ACTUAL FY 23-24	BUDGET FY 24-25	AMENDMENT	REVISED BUDGET FY 24-25
Revenue					
54 - INTERGOV REVENUES	218,601	394,195	200,000	17,785	217,785
56 - FRANCHISE FEE REV		0	(0)		0
58 - TRANSFER FROM FUNDS		0	(0)		0
59 - OTHER SOURCES	4,558	13,750	4,675		4,675
Revenue Total	**223,159**	**407,944**	**204,675**	**17,785**	**$222,460**
Expense					
60 - SALARY AND BENEFITS	17,857	18,095	0		0
72 - SUPPLIES & MATERIALS	1,765	18,172	6,075	42,616	48,691
73 - CONTRACT & PROF SVCS	69,637	99,544	200,000	17,321	217,321
74 - MAINT & REPAIR SVCS		0	0	48,313	48,313
75 - UTILITIES	2,570	2,070	3,500		3,500
76 - CAPITAL OUTLAY		171,666	0		0
78 - TRANSFER TO FUNDS		0	0		0
79 - OTHER FINANCING USES	657	8,360	5,807	15,392	21,199
Expense Total	**92,486**	**317,908**	**215,382**	**123,643**	**$339,025**
REVENUES OVER (UNDER) EXPENSES	**$130,673**	**$90,036**	**($10,707)**		**($116,564)**
BEGINNING FUND BALANCE		**$293,970**			**$384,006**
ENDING FUND BALANCE PROJECTED	**$293,970**	**$384,006**			**$267,442**

GRANT / DONATION	FY 2024 ENDING CASH BALANCE	ORIG BUDGET	AMENDMENT	FY 2025 REVISED BUDGET
PDGR00002 - Police Leose Funds	$ 11,454.41	$ 3,175.00	$ 8,279	$ 11,454
FDGR00004 - Fire Leose Funds	$ 2,945.41	$ 632.00	$ 2,313	$ 2,945
GGGR00002 - Marshal Leose Funds	$ 4,829.89	$ -	$ 4,800	$ 4,800
PDDN00001 - Police Donations	$ 6,778.60	$ 2,000.00	$ 1,778	$ 3,778
FDDN00001 - Fire Donations	$ 4,610.66	$ 2,075.00	$ 2,535	$ 4,610
LBDN00001 - Library Donations	$ 10,846.73	$ -	$ 10,846	$ 10,846
PKDN00001 - Donation (Tree Replacement)	$ 48,313.75	$ -	$ 48,313	$ 48,313
PD-2022013 - GPS Trackers (PD-JAG Grant)	$ 9,671.91	$ -	$ 9,672	$ 9,672
PD-2024008 - JAMAR Radars (PD-JAG Grant)	$ -	$ -	$ 9,081	$ 9,081
PD-2024009 - Ballistic Helmets (PD-JAG Grant)	$ -	$ -	$ 8,705	$ 8,705
First Responder Mental Health Grant	$ -	$ -	$ 17,321	$ 17,321
			$ 123,643	**$ 131,525**

Police, City Marshal, and Fire Departments receive an annual allotment from the Texas Comptroller Law Enforcement Officer Standards and Education Fund to be used for continuing education. The balances as of end of FY 2024 to be rolled forward for the departments to use.

Donations are received on an ocassional basis for Police, Fire, Library, and Parks/Recreation. Donations can be used to cover unbudgeted expenses or expenses toward annual banquet for example. Parks receives donations for senior meals. The Tree Replacement Fund are the fees charged to developers who have trees removed and do not replace.

EXHIBIT A

015 - DRAINAGE FUND
SUMMARY
FY 2024-25 BUDGET AMENDMENTS - 11.19.2024

REVENUES	ACTUAL FY 22-23	UNAUDITED ACTUAL FY 23-24	BUDGET FY 24-25	AMENDMENT	REVISED BUDGET FY 24-25
Revenue					
55 - INTEREST	0	0	0		0
57 - CHARGES FOR SERVICES	741,746	424,717	1,050,000	275,000	1,325,000
59 - OTHER SOURCES		0	(0)		0
Revenue Total	**741,746**	**424,717**	**1,050,000**	**275,000**	**$1,325,000**
Expense					
60 - SALARY AND BENEFITS	3,174	1,726	142,853		142,853
72 - SUPPLIES & MATERIALS	8,051	9,690	16,805		16,805
73 - CONTRACT & PROF SVCS	62,607	93,210	151,658		151,658
74 - MAINT & REPAIR SVCS	3,528	0	10,000		10,000
75 - UTILITIES	109	213	215		215
76 - CAPITAL OUTLAY	249,157	1,553,063	745,000	241,229	986,229
78 - TRANSFER TO FUNDS		0	0		0
79 - OTHER FINANCING USES	14,311	624	5,210		5,210
Expense Total	**312,315**	**1,658,525**	**1,071,741**	**241,229**	**$1,312,970**
REVENUES OVER (UNDER) EXPENSES	**$429,431**	**($1,233,808)**	**($21,741)**		**$12,030**
BEGINNING FUND BALANCE		**$2,027,491**			**$793,683**
ENDING FUND BALANCE PROJECTED	**$2,027,491**	**$793,683**			**$805,713**

AMENDMENTS REQUESTED

	Original Amount	FY 24 Expense	FY 2025 - Remaining Amount
1. Revenue increase for FY24 unbilled Commercial Fees			$275,000
2. Ten Mile Creek Erosion Control Resolution 2023-160	$1,648,081	$1,439,852	$208,229
3. MRB Group - Drainage Design - Los Altos/Jellison Res. 2024-323	$63,000	$30,000	$33,000

NOTE: For the revenue FY 24 stormwater fees for properties other than residential were not billed. These properties are billed manually by Public Works staff in FY2025 it is the intention to bill for FY24 and FY25.

EXHIBIT A

415 - FLEET REPLACEMENT SUMMARY

FY 2024-25 BUDGET AMENDMENTS - 11.19.2024

REVENUES	ACTUAL FY 22-23	UNAUDITED ACTUAL FY 23-24	BUDGET FY 24-25	AMENDMENT	REVISED BUDGET FY 24-25
Revenue					
59 - OTHER SOURCES	1,079,818	1,091,021	1,026,814		1,026,814
Revenue Total	**1,079,818**	**1,091,021**	**1,026,814**	**(0)**	**$1,026,814**
Expense					
76 - CAPITAL OUTLAY	1,718,509	1,760,123	1,025,000	1,000,918	2,025,918
Expense Total	**1,718,509**	**1,760,123**	**1,025,000**	**1,000,918**	**$2,025,918**
REVENUES OVER (UNDER) EXPENSES	**($638,691)**	**($669,102)**	**$1,814**		**($999,104)**
BEGINNING FUND BALANCE		**$2,928,547**			**$2,259,445**
ENDING FUND BALANCE PROJECTED	**$2,928,547**	**$2,259,445**			**$1,260,341**

AMENDMENTS REQUESTED - Items ordered but not received in FY24

	Original Amount
1. 2 Dump Trucks - Resolution 2024-209	$219,925
2. Fire Brush Truck - Resolution 2024-245	$236,789
3. Upfits for the 2 new ambulances received in FY24	$44,205
4. Other replacements from FY24 - rollover to catch up	$500,000
	$1,000,918

EXHIBIT A

017 - UTILITY CAPITAL PROJECTS SUMMARY

FY 2024-25 BUDGET AMENDMENTS - 11.19.2024

REVENUES	ACTUAL FY 22-23	UNAUDITED ACTUAL FY 23-24	BUDGET FY 24-25	AMENDMENT	REVISED BUDGET FY 24-25
Revenue					
58 - TRANSFER FROM FUNDS	5,000,000	5,000,000	5,250,000		5,250,000
59 - OTHER SOURCES	44,463	0	(0)		0
Revenue Total	**4,955,538**	**5,000,000**	**5,250,000**	**(0)**	**$5,250,000**
Expense					
73 - CONTRACT & PROF SVCS	32,450	153,546	200,000	49,278	249,278
76 - CAPITAL OUTLAY	4,900,992	3,631,760	4,968,719	3,728,772	8,697,491
Expense Total	**4,933,443**	**3,785,306**	**5,168,719**	**3,778,050**	**$8,946,769**
REVENUES OVER (UNDER) EXPENSES	**$22,095**	**$1,214,694**	**$81,281**		**($3,696,769)**
BEGINNING FUND BALANCE		**$2,690,359**			**$3,905,053**
ENDING FUND BALANCE PROJECTED	**$2,690,359**	**$3,905,053**			**$208,285**

AMENDMENTS REQUESTED - Rollover budget and project balances.

	Original Amount	PY(s) Expenses	FY 2025 - Remaining Amount
1. Leadline Inventory - Resolution 2024-239	$172,500	$123,222	$49,278
2. Summit Pump Station - Generator Resolution 2023-118	$655,007	$73,362	$581,645
3. Cedar Ridge Utility portion - Reconstruction - IN DESIGN	$1,157,367	$147,799	$1,009,568
4. Wren Avenue & Oriole Blvd - Aerial Crossing 2023-162	$1,243,545	$1,175,821	$67,724
5. FY 2024 Pipebursting Resolution 2024-284	$498,895	$0	$498,895
6. Softwood Sewer Aerial Resolution 2024-210	$1,507,693	$651,001	$856,692
7. Harrington Aerial - Ten Mile Lane Resolution 2024-266	$835,419	$697,363	$138,056
8. SCADA System - Equipment Replacement - Resolution 2023-062	$480,000	$304,825	$175,175
9. FY 22 and FY23 Pipebursting projects - not finalized w/ contractor	$1,448,261	$1,383,170	$65,091
10. Pressure Plan Valves - project not started	$120,000	$0	$120,000
11. North Main Pump Chlorine Injector Mixer - project not started	$215,926	$0	$215,926
			$3,778,050

EXHIBIT A

020 - STREET/ALLEY CIP FUND
SUMMARY
FY 2024-25 BUDGET AMENDMENTS - 11.19.2024

REVENUES	ACTUAL FY 22-23	UNAUDITED ACTUAL FY 23-24	BUDGET FY 24-25	AMENDMENT	REVISED BUDGET FY 24-25
Revenue					
54 - INTERGOV REVENUES	0	86,994	(0)		0
58 - TRANSFER FROM FUNDS	585,000	99,000	100,000		100,000
Revenue Total	**585,000**	**185,994**	**100,000**	**(0)**	**$100,000**
Expense					
73 - CONTRACT & PROF SVCS	660	0	0		0
76 - CAPITAL OUTLAY	490,723	1,091,135	50,000	104,486	154,486
Expense Total	**491,383**	**1,091,135**	**50,000**	**104,486**	**$154,486**
REVENUES OVER (UNDER) EXPENSES	**$93,617**	**($905,141)**	**$50,000**		**($54,486)**
BEGINNING FUND BALANCE		**$988,492**			**$83,351**
ENDING FUND BALANCE PROJECTED	**$988,492**	**$83,351**			**$28,865**

AMENDMENTS REQUESTED - Rollover budget and project balances.

	Original Amount	PY(s) Expenses	FY 2025 - Remaining Amount
1. Oriole Blvd. Sidewalk Improvements - Res 2024-249	$561,217	$456,731	$104,486

EXHIBIT A

025 - ALLEY IMPROVEMENT FUND
SUMMARY
FY 2024-25 BUDGET AMENDMENTS - 11.19.2024

REVENUES	ACTUAL FY 22-23	UNAUDITED ACTUAL FY 23-24	BUDGET FY 24-25	AMENDMENT	REVISED BUDGET FY 24-25
Revenue					
58 - TRANSFER FROM FUNDS	150,000	200,000	200,000		200,000
Revenue Total	**150,000**	**200,000**	**200,000**	**(0)**	**$200,000**
Expense					
73 - CONTRACT & PROF SVCS	0	0	0		
76 - CAPITAL OUTLAY	64,216	333,079	453,408	8,403	461,811
Expense Total	**64,216**	**333,079**	**453,408**	**8,403**	**$461,811**
REVENUES OVER (UNDER) EXPENSES	**$85,784**	**($133,079)**	**($253,408)**		**($261,811)**
BEGINNING FUND BALANCE		**$432,630**			**$299,551**
ENDING FUND BALANCE PROJECTED	**$432,630**	**$299,551**			**$37,740**

AMENDMENTS REQUESTED - Rollover budget and project balances.

	Original Amount	PY(s) Expenses	FY 2025 - Remaining Amount
1. Cherry Street/Center Phase 2 - DESIGN 2022-115	$94,582	$86,179	$8,403

EXHIBIT A

758 - AMERICAN RESCUE PLAN SUMMARY

FY 2024-25 BUDGET AMENDMENTS - 11.19.2024

REVENUES	ACTUAL FY 22-23	UNAUDITED ACTUAL FY 23-24	BUDGET FY 24-25	AMENDMENT	REVISED BUDGET FY 24-25
Revenue					
54 - INTERGOV REVENUES	4,639,144	0	(0)		
55 - INTEREST	152,084	198,342	0		
Revenue Total	**4,791,228**	**198,342**	**(0)**	**(0)**	**($0)**
Expense					
60 - SALARY AND BENEFITS		0	0		
72 - SUPPLIES & MATERIALS	287,548	286,233	0	178,434	178,434
73 - CONTRACT & PROF SVCS	93,847	84,791	0	189,779	189,779
76 - CAPITAL OUTLAY	4,303,013	1,792,912	500,000	50,000	550,000
78 - TRANSFER TO FUNDS		0	0		
79 - OTHER FINANCING USES	207,537	0	0		0
Expense Total	**4,891,945**	**2,163,936**	**500,000**	**418,213**	**$918,213**
REVENUES OVER (UNDER) EXPENSES	**($100,717)**	**($1,965,593)**	**($500,000)**		**($918,213)**
BEGINNING FUND BALANCE		**$3,217,126**			**$1,251,533**
ENDING FUND BALANCE PROJECTED	**$3,217,126**	**$1,251,533**			**$333,320**

AMENDMENTS REQUESTED - Rollover budget and project balances.

	Original Amount	PY(s) Expenses	FY 2025 - Remaining Amount
1. Energov + Municipal Justice Court System -Impementation	$259,717	$151,283	$108,434
2. Library Technology - Patron equipment upgrades	$70,000	$0	$70,000
3. Dog Park Master Plan + IT Infrastructure Repairs	$517,700	$327,921	$189,779
4. Harrington Park - bond project ($500,000 already in budget)	$50,000		$50,000
			$418,213

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider a Resolution authorizing an agreement through the City of Plano contract #2021-0440-AC with DataProse, LLC for the procurement of water bill printing and mailing services, for a period of one-year with an option to renew for four additional years, with an annual estimated expenditure of $146,000.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Richard Jackson, Managing Director of Fiscal Services/CFO
Cassandra Wright, Utility Customer Service Manager

BACKGROUND/HISTORY:
The City of Duncanville began utilizing an outsourced solution for water bill printing and mailing in 2003. The City has used the vendor DataProse, LLC, through the City of Allen's Cooperative Purchasing Agreement since 2015. City of Allen's contract with DataProse expired 9/24/2024; and indicated their intention to extend their contract for an additional six months with anticipation to go out for bid. The City of Duncanville then spoke with the City of Plano, who also has an contract with DataProse, about an interlocal cooperative. The City of Plano's agreement with Dataprose includes a clause that allows for interlocal cooperative purchasing.

The City of Plano's most recent contract with Data Prose was signed in February 2022 and is a one (1) year agreement with renewal options for up to nine (9) additional years. City of Plano has seven (7) renewal options remaining on their current agreement. A cooperative agreement with this vendor was most recently taken to City Council in November 2023, for an FY24 expenditure of $138,500, and the resolution was approved. This year's estimated expenditure represents a $7,500 increase over FY24, and should account for any anticipated increases in postage rates. It is our request to approve a Resolution to approve a cooperative agreement with DataProse for one (1) year with a renewal option for up to four (4) additional years. Total annual expenditure is currently estimated to be $146,000.

POLICY EXPLANATION:
The scope of services includes labor, technology, and support to extrapolate, print, and mail approximately 190,000 utility billing statements annually, including postage. The benefits of this outsourced service preparation and distribution of water bills are the availability of more information; availability of "stuffers" for enhanced citizen communication; elimination of mailing equipment and paper stock costs (i.e., statements, envelopes, etc.); advanced technology for volume postage discount due to bulk sorting and mailing.

DataProse, LLC provides water utility bill statements and reminder notices. They also provide consistent service when sending our water utility bill statements and reminder notices to our customers, and include the City's monthly *Champion* newsletter with the water bills.

The annual estimated expenditure for services is $146,000.00. In FY2024, there were 151,358 regular bills and 37,689 delinquent notices mailed.

FUNDING SOURCE:

ORG and Object Number
02411000-700451 (Utility Accounting - Maintenance Agreements) - $60,000; 02411000-700235 (Utility Accounting - Postage) - $86,000

Available Budget	Purchase Amount	After Encumber
$252,800.00	$146,000.00	$106,800.00

ACTION ALTERNATIVES:
1. Approved funding in the estimated amount of $146,000 to continue water billing and mailing through DataProse, LLC, for the Utility Customer Service Office..
2. Do not approve funding for DataProse, LLC.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-333 - DataProse, LLC -- Utility Billing Printing and Mailing - Pdf

RESOLUTION NO. 2024-333

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND ENTERING INTO AN AGREEMENT FOR WATER BILL PRINTING AND MAILING SERVICES WITH DATAPROSE, LLC, FOR A PERIOD OF ONE YEAR WITH AN OPTION TO RENEW FOR UP TO FOUR ADDITIONAL YEARS; AUTHORIZING THE ANNUAL EXPENDITURE FROM THE UTILITY FUND FOR SAID PURPOSE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide accurate, efficient, and customer-oriented utility billing for all City of Duncanville utility customers; and

WHEREAS, the City of Plano has taken request for proposals for utility bill printing, mailing and offset printing services; and

WHEREAS, DataProse, LLC had the most advantageous offer and was awarded a contract.

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

SECTION 1. the City of Duncanville awards a bid and hereby authorizes the procurement of water bill printing and mailing services with DataProse, LLC, through and in the unit amount as provided in the City of Plano Contract #2021-0440-AC, attached as Exhibit A, for a period of one (1) year with an option to renew for up to four (4) additional years.

SECTION 2. said agreement shall be an annual expenditure, estimated to be $146,000, is hereby authorized from the Utility Fund for the purpose listed in Section 1; and further authorizing the City Manager, or his designee, to execute the appropriate and necessary documents related to said expenditures.

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 November, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

CONTRACT BY AND BETWEEN
CITY OF PLANO, TEXAS AND
DATAPROSE LLC
BID NO. 2021-0440-AC

THIS CONTRACT is made and entered into by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "City", and the **DATAPROSE LLC**, a Texas limited liability company, whose address is 1122 W. Bethel Road, Suite 100, Coppell, Texas 75019, hereinafter referred to as "Contractor".

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

I.
SCOPE OF SERVICES

Contractor shall provide all labor, supervision, materials and equipment necessary for Utility Bill and Insert Printing and Fulfillment. These services shall be provided in accordance with RFP 2021-0440-AC, Addendum 1, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, and Contractor's Response & BAFO in response thereto, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "B"**. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

(a) RFP 2021-0440-AC, Addendum 1 (**Exhibit "A"**);
(b) Contractor's Response & BAFO (**Exhibit "B"**); and
(c) Insurance Requirements (**Exhibit "C"**).

These documents make up the Contract Documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract Documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement then to the Contract Documents in the order in which they are listed above. These documents shall be referred to collectively as the "Contract Documents."

II.
TERM OF CONTRACT

The initial term of this Contract shall be a period of one (1) year commencing on February 2, 2022 ("Initial Term"). This Contract shall automatically renew for up to nine (9) one (1) year periods ("Renewal Term") unless sooner terminated pursuant to **Section XVIII. TERMINATION**.

III.
WARRANTY

Contractor warrants and covenants to City that all goods and services delivered to City by Contractor, Contractor's subcontractors, and agents under the Agreement shall be

free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the specifications for said goods and services set forth in this Agreement and RFP 2021-0440-AC, Addendum 1, attached hereto and incorporated herein as **Exhibit "A"**. Contractor warrants that the goods and services provided to City under this Agreement shall be free from defects in material and workmanship, for a period of one (1) year commencing on the date that City issues final written acceptance of the project.

IV.
PAYMENT

Contractor shall invoice City for products and services delivered, on a unit cost basis, in accordance with Contractor's bid attached hereto and incorporated herein as **Exhibit "B"**. Payments hereunder shall be made to Contractor within thirty (30) days of receiving Contractor's invoice for the services performed. Total annual compensation under this Contract is estimated to be **TWO HUNDRED EIGHTEEN THOUSAND SIXTY-SIX AND NO/100 DOLLARS ($218,066.00).**

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

V.
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to paragraph **VII. INDEMNIFICATION AND HOLD HARMLESS** and paragraph **VIII. COMPLIANCE WITH APPLICABLE LAWS** set forth herein.

VI.
LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at Contractor's own cost and expense.

VII.
INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT) OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

IN ADDITION TO CONTRACTOR'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR 'S OPINION IS LIKELY TO OCCUR, CONTRACTOR SHALL, AT ITS EXPENSE: (A) PROCURE FOR THE CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGING WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF

THE PRODUCT AND GRANT THE CITY A REIMBURSEMENT FOR THE PRODUCT. CONTRACTOR WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALLY UNREASONABLE.

THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY CONTRACTOR TO CITY WHETHER MANUFACTURED BY CONTRACTOR OR A THIRD PARTY. CONTRACTOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, THE CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY CONTRACTOR TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND THE CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. THE CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.

THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE CONTRACTOR PURSUANT TO PARAGRAPH 3 IN THE HEREIN INDEMNIFICATION SECTION.

VIII.
COMPLIANCE WITH APPLICABLE LAWS

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and **SHALL INDEMNIFY AND SAVE HARMLESS CITY AGAINST ANY CLAIM RELATED TO OR ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES AND REGULATIONS WHETHER BY CONTRACTOR, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES.** If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

IX.
VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

X.
ASSIGNMENT

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned without the prior written consent of City, and that no part or feature of the work will be assigned to anyone objectionable to City. Contractor further agrees that subcontracting any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract. Failure to obtain City's written consent prior to assignment of this Contract as set forth herein, may result in termination of this

Contract at the City's discretion, without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract. If the City elects to terminate this Contract, the Contractor shall provide the City refund of any prepaid, unused portion of the fees, calculated from the date of termination to the end of the then-current term.

XI.
INDEPENDENT CONTRACTOR

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

XII.
INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked **Exhibit "C"** attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

XIII.
HINDRANCES AND DELAYS

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

XIV.
NO PROHIBITED INTEREST AND EQUAL RIGHTS COMPLIANCE

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable.

A. No Prohibited Interest

By entering into this Contract, Contractor confirms that it has made a reasonable inquiry and, to the best of Contractor's knowledge, no person or officer of its company is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

Contractor is aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

B. Equal Rights Compliance

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

(a) for an employer to fail or refuse to hire, or to discharge, any person;
(b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
(c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
(d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
(e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
(f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
(g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
(h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
(i) for a labor organization to cause or attempt to cause an employer

to discriminate against a person in violation of this subsection;

(j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;

(k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;

(l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or

(m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

2. Contractor is aware that its company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies. Further, Contractor understands that if Section 2-11(F) applies, Contractor is entitled to apply to the City Manager for a waiver based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, Contractor affirms that its company, its directors, officers and employees agree to comply with Section 2-11(F); ***or*** Contractor's company is excluded from this Ordinance based on an exclusion identified in the City Code of Ordinances.

XV.
CERTIFICATION

By signing this Contract, Contractor certifies the following:

Pursuant to Section 2271.002, Texas Government Code, if Contractor employs ten (10) or more full-time employees and the Contract has a value of $100,000 or more, the Contractor hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Contract. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2271.001, Texas Government Code.

Contractor further represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller

under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, “foreign terrorist organization” shall have the meaning given such term in Section 2252.151, Texas Government Code.

Pursuant to Section 2274.002, Texas Government Code, if Contractor employs ten (10) or more full-time employees and the Contract has a value of $100,000 or more, the Contractor hereby (i) represents that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. As used in the immediately preceding sentence, “firearm entity”, “firearm trade association”, and discriminate against a firearm entity or firearm trade association” shall have the meaning given such term in Section 2274.001, Texas Government Code.

Pursuant to Section 2274.0102, Texas Government Code, for contracts involving critical infrastructure, Contractor hereby represents it is not (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia, or a designated country. As used in the immediately preceding sentence, “critical infrastructure” shall have the meaning given such term in Section 2274.0101, Texas Government Code.

Pursuant to Chapter 809, Texas Government Code, Contractor hereby represents that the Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

XVI.
WORK FORCE

The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

The Contractor, its employees, subcontractors, and subcontractor's employees may not while in the course and scope of delivering goods or services under a City of Plano contract on the City's property;

a. use or possess a firearm, including a handgun that is licensed under state law, except as required by the terms of the contract; who hold a license to carry a handgun or who otherwise lawfully possess a firearm and ammunition may keep such items in their locked personal vehicle while parked on City Property; or

b. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and must not employ such worker again on Contract services without the City's prior written consent.

XVII.
SEVERABILITY

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

XVIII.
TERMINATION

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the City. If the City elects to terminate this Contract, the Contractor shall provide the City refund of any prepaid, unused portion of the fees, calculated from the date of termination to the end of the then-current term. Contractor shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Contract prior to termination.

XIX.
SURVIVAL

Provisions of this Contract which by their nature should apply beyond their terms will remain in full force and effect after any termination or expiration of this Contract including, but not limited to, the following provisions: Compliance with Applicable Laws, Indemnification, Venue/Governing Law, and Survival, and any remedies for the breach thereof.

XX.
ENTIRE AGREEMENT

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

XXI.
MAILING OF NOTICES

Unless instructed otherwise in writing, Contractor agrees that all notices or communications to City permitted or required under this Contract shall be addressed to City at the following address:

City of Plano, Texas
Customer & Utility Services Department
Attn: Stephanie Foster
P.O. Box 860358
Plano, TX 75086-0358

City agrees that all notices or communications to Contractor permitted or required under this Contract shall be addressed to Contractor at the following address:

DataProse LLC
Attn: Tim Zombik, Sales Manager - Utilities
1122 W. Bethel Road, Suite 100
Coppell, TX 75019

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XXII.
REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. Each party represents and warrants to the other that the execution and delivery of the Contract and the performance of such party's obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

XXIII.
CONTRACT INTERPRETATION

Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

XXIV.
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

XXV.
HEADINGS

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXVI.
EFFECTIVE DATE

This Contract shall be effective from and after February 2, 2022.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below.

DATAPROSE LLC

Date: 1/21/2022

By: William K. Murray
Name: William K. Murray
Title: CEO

CITY OF PLANO, TEXAS

Date: January 26, 2022

By: Mark D. Israelson
Mark D. Israelson
CITY MANAGER

APPROVED AS TO FORM:

Brandi M. Jurgen
for Paige Mims, CITY ATTORNEY

DataProse, LLC. October 29, 2021

Supplier Response Form

INTERLOCAL AGREEMENT

Contractor agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Plano.

☑ YES ☐ NO

DataProse LLC agrees to extend this pricing to qualified entities and at the discretion of the vendor.

Bill Print only pricing related to Interlocal participation by smaller Cities:

$0.09	50,000 – 100,000 (proposed City of Plano pricing)
$0.10	30,000 - 49,999 statements/mo.
$0.11	20,000 - 29,999 statements/mo.
NA	20,000< statements/mo.

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider a Resolution authorizing the purchase of Personal Protective Equipment (PPE) gear cleaning, inspection and repair from Gear Cleaning Solutions, through an Interlocal Cooperative Purchasing Agreement with the City of Frisco contract 2212-016 for the unit price bid with an estimated expenditure amount not to exceed $34,500.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Chris Connealy, Fire Chief

BACKGROUND/HISTORY:
Per the Texas Commission on Fire Protection Compliance Inspection Guide, NFPA 7.3.4 mandates *"Ensembles and ensemble elements that are issued and used shall receive advanced cleaning every six months. Advance cleaning must occur at the time of advance inspection."*

The Duncanville Fire Department has been using Gear Cleaning Solutions for advance PPE gear cleaning, inspection and repair since 2018. In 2022, Duncanville Fire Department piggy backed off the City of Frisco's PPE gear cleaning, inspection and repair contract 2212-016, as this contract provided better pricing for gear cleaning services.

POLICY EXPLANATION:
PPE gear cleaning, inspection and repair services are available for purchase through an Interlocal Cooperative Purchasing Agreement with the City of Frisco contract 2212-016 for the unit price bid for an initial term that expires 01/31/2023 with four (4) optional one-year renewals (see Exhibit A).

From 2018 to current, the Duncanville Fire Department has spent $44,353.45. The requested purchase amount for FY25 and FY26 in the amount of $34,500.00 would exceed the $50,000.00 “lifetime” threshold, and therefore must be approved the City Council.

This authorization allows City Staff to contract this service on an as-needed basis potentially through January 31, 2027 with an estimated expenditure amount not to exceed $34,500.00 through the term of the Contract period(s). (FY25 - $17,250.00, and FY26 - $17,250.00).

Local Government Code Section 271.102 provides for the voluntary participation in cooperative purchasing programs with another local government or a local cooperative and satisfies any state law requiring competitive bids.

Funding amounts listed below are for FY26 budgets have not been approved yet.

FUNDING SOURCE:

ORG and Object Number
01077000-700662 - EQUIPMENT MAINTENANCE: ($150.00); 01077100-700662 - EQUIPMENT MAINTENANCE: ($600.00); 01077200-700662 - EQUIPMENT MAINTENANCE: ($12,500.00); 01077300-700662 - EQUIPMENT MAINTENANCE: ($4,000.00)

Available Budget	**Purchase Amount**	**After Encumber**
$30,400 (FY25)	$17,250 (FY25)	$13,150 (FY25)

ACTION ALTERNATIVES:

1. Approve purchase of Personal Protective Equipment (PPE) gear cleaning, inspection and repair from Gear Cleaning Solutions, through an Interlocal Cooperative Purchasing Agreement with the City of Frisco contract 2212-016 for the unit price bid with an estimated expenditure amount not to exceed $34,500.00.
2. Do not approve purchase of Personal Protective Equipment (PPE) gear cleaning, inspection and repair from Gear Cleaning Solutions, through an Interlocal Cooperative Purchasing Agreement with the City of Frisco contract 2212-016 for the unit price bid with an estimated expenditure amount not to exceed $34,500.00.
3. Other actions as directed by Council.

ATTACHMENTS:
Reso No 2015-110313 - Frisco Purchasing Coop Agrmt
BVB 2212-016 Cleaning, Inspection, and Repair of Fire PPE1
Exhibit "A" - TAB PPE
2212-016 Signed Award Letter GCS
2212-016 Gear Cleaning Solutions Renewal 2024 SIGNED
Resolution No. - 2024-346 - Brief Description - Pdf

RESOLUTION NO. 2015-110313

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A GENERAL COOPERATIVE PURCHASING AGREEMENT WITH THE CITY OF FRISCO FOR FUTURE PROCUREMENT OF GOODS AND SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Frisco makes available to area cities the services of the successful contracts based on a cooperative agreement; and

WHEREAS, the City of Duncanville wishes to utilize the contract services and products available through the City of Frisco's annual contracts; and

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

Section 1: That the Cooperative Purchasing Agreement with the City of Frisco to permit the City of Duncanville to utilize all the City of Frisco's contracts is hereby approved.

Section 2: That the City Council of the City of Duncanville hereby authorizes the City Manager, or his designee, 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 3rd day of November, 2015.

CITY OF DUNCANVILLE, TEXAS

APPROVED:

David L. Green, Mayor

ATTEST:

Mary E. Jones, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this 4th day of November, 2015, by and between the CITY OF FRISCO, Texas (hereinafter called "CITY OF FRISCO"), and the CITY OF DUNCANVILLE, Texas (hereinafter called "DUNCANVILLE"), each acting by and through its duly authorized officials:

WHEREAS, CITY OF FRISCO and DUNCANVILLE are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, CITY OF FRISCO and DUNCANVILLE wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which CITY OF FRISCO and DUNCANVILLE may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of CITY OF FRISCO and DUNCANVILLE through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, CITY OF FRISCO and DUNCANVILLE have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; CITY OF FRISCO and DUNCANVILLE agree as follows:

1. CITY OF FRISCO and DUNCANVILLE may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.

2. CITY OF FRISCO and DUNCANVILLE shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. CITY OF FRISCO and DUNCANVILLE shall each make their respective payments from current revenues available to the paying party.

3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).

4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date and terminating on November 3, 2016, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other that those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day and year first above written.

CITY OF FRISCO

George Purefoy
City Manager

CITY OF DUNCANVILLE

By: Kevin Hugman,
City Manager

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 2015, by George Purefoy, City Manager of the **CITY OF FRISCO, TEXAS,** a home-rule municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 5th day of November, 2015, by Kevin Hugman, City Manager of the **CITY OF DUNCANVILLE, TEXAS,** a home-rule municipal corporation, on behalf of such corporation.

MARY E. JONES
Notary Public
State of Texas
Comm. Expires 12/23/2018

Notary Public in and for the
State of Texas

CITY OF FRISCO BEST VALUE BID NO. 2212-016

CLEANING, INSPECTION, AND REPAIR OF FIRE PPE

BIDS ARE DUE TO THE OFFICE OF THE DIRECTOR OF ADMINISTRATIVE SERVICES PRIOR TO:

JANUARY 11, 2022 @ 2:00PM CT

NO LATE SUBMITTALS WILL BE ACCEPTED.

VIRTUAL BID OPENING:

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting

Or call in (audio only)

+1 469-445-0737,,805403002# United States, Dallas

(877) 366-1298,,805403002# United States (Toll-free)

Phone Conference ID: 805 403 002#

Find a local number | Reset PIN

Questions are to be sent to purchasing@friscotexas.gov prior to:

JANUARY 4, 2022 @ 4:00PM CT

Bids must be supplied on CD or flash drive along with an original or submitted electronically via Bonfire, https://friscotexas.bonfirehub.com**.**

For CD/flash drive and hard copy submittals, deliver or mail to:

CITY OF FRISCO
DANIEL FORD
DIRECTOR OF ADMINISTRATIVE SERVICES
6101 FRISCO SQUARE BLVD
FRISCO, TX 75034

For additional information concerning this bid please contact:

Daniel Ford, CPPO, CPPB
Director of Administrative Services
dford@friscotexas.gov
972 292 5545

Steve Cone, CPPB
Senior Buyer
scone@friscotexas.gov
972 292 5542

PROGRESS IN MOTION

BEST VALUE BID NUMBER 2212-016
CLEANING, INSPECTION, AND REPAIR OF FIRE PPE

BIDDER MUST SUBMIT CD OR FLASH DRIVE ALONG WITH AN ORIGINAL BID TO FACILITATE EVALUATION UNLESS SUBMITTING ELECTRONICALLY THROUGH BONFIRE.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

The bid documents are available through Bonfire and vendors may register at https://friscotexas.bonfirehub.com/portal. Note that bids must be received on Bonfire by the due date and time in order to be considered. Any bid that is not received on time will not be considered. Submitting bids via the Bonfire website is not mandatory, hard copy and cd/flash drive submittal in accordance with these bid specifications will also be accepted. Bid submissions and registration are free of charge, for more information on being a vendor visit the vendor portal at the link provided above.

BIDS MUST BE RECEIVED ON JANUARY 11, 2022 BY 2:00 PM CT BY THE DIRECTOR OF ADMINISTRATIVE SERVICES. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NON-RESPONSIVE.

Bids will be publicly opened and read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on January 11, 2022 at 2:05 PM CT room C130.

Write the best value bid number, *2212-016,* name of bid, *CLEANING, INSPECTION, AND REPAIR OF FIRE PPE,* and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids and become a part of the terms and conditions of any bid submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: FORM: Bidders must submit, in the manner and quantity listed above, the sealed bid/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the required copies may result in the bid being declared non-responsive to specification and may not be further evaluated. When the option is available, electronic submission through Bonfire will satisfy these requirements.

3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. “Discount from list” bids are not acceptable unless specifically requested in the bid.

4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.

5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.

6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.

7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.

9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn

after opening time without first submitting a written reason to the Director of Administrative Services and obtaining the Director of Administrative Services's approval.

10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope. When the option is available, electronic submission through Bonfire will satisfy this requirement.

11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this solicitation.

12. ADDENDA: Any interpretations, corrections or changes to this solicitation and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. Any addenda will be posted publicly to the City of Frisco's website. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.

13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail or carrier, internet connectivity, website issues, etc.

14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

    The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov.

16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

    This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the Director of Administrative Services within five (5) days of the notice of intent to award. Unless

otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. BID AWARD: The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.

18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
    A. Have adequate financial resources or the ability to obtain such resources as required;
    B. Be able to comply with the required or proposed delivery schedule;
    C. Have a satisfactory record of performance;
    D. Have a satisfactory record of integrity and ethics; and
    E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

    The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.

22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.

23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are “no arrival, no sale”.

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.

26. **PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.**

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted in the same manner as your bid. Any electronic submittals will require the vendor to provide the original hard copy within three (3) business days of the notification of intent to award. Any bid submitted without bid bond or cashiers/certified check, where required, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.

29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.

31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.

32. INVOICES: All invoices must reference the City of Frisco's Purchase Order/Department Purchase Order number, department name, job site location, city employee requesting service, and a **complete breakdown of charges**. The breakdown on the invoice should be in accordance with the bid pricing. If applicable, invoices should provide clear detail and breakdown for labor (to include hourly rate and cost per hour), and mark-up on parts/materials should be provided on the invoice and extended (detail to show vendors cost, and then extended to show markup). All original invoices must be sent to the City Frisco, Accounts Payable, 6101 Frisco Square Blvd., 4th Floor, Frisco, TX 75034 (accountspayable@friscotexas.gov). Invoices must be submitted by the successful bidder to: accountspayable@friscotexas.gov

CONTRACT

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.

34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.

35. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.

36. **SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.**

37. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

38. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Director of Administrative Services or designated representative.

39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.

41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."

43. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

44. DISCLOSURE OF CERTAIN RELATIONSHIPS: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates

Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

45. PREVAILING WAGE RATES: Contractors are required to pay not less than the rates determined using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, to a worker employed by it in the execution of a contract for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.. Contractors are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.

46. APPLICABLE LAW: Contractor shall comply with all federal, state and Frisco laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work in or around the Facility. Contractor shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of Contractor comply with all applicable laws, statutes, ordinances, regulations and policies.

47. STORMWATER REQUIREMENTS: Contractor shall implement best management practices (BMPs) to prevent storm water pollution to the maximum extent practicable in accordance with the current City of Frisco Storm water Ordinance (11-11-52). These BMPs include:
-Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
-Implementing standard operating procedures (SOPs) for spill prevention and cleanup.
-Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
-Implementing proper material handling BMPs for transportation and storage.
-Implementing proper waste disposal BMPs.

48. CERTIFICATE OF INTERESTED PARTIES (FORM 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the

commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process:
Within ten days of being notified of award of a contract by the City of Frisco, the successful vendor (business entity) must use the Texas Ethics Commission's web application, https://www.ethics.state.tx.us/File/, to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that **will contain a unique certification number**. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be provided to the City of Frisco Purchasing division (**within 10 days of being notified of award of a contract**).
The City of Frisco is required to notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

49. PROPRIETARY DATA - Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. The City of Frisco will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including the existing Texas Public Information Act.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words “endeavor to” and “but failure” (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
4. Endorsement applicable to each policy provided.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted after award. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract	Type and amount of Insurance
Special Events	General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including coverage for advertising injury and products coverage Statutory Workers compensation insurance as required by state law (If the contractor serves alcoholic beverages) Liquor Liability with a minimum of $1 Million Dollars per Occurrence and $2 Million Aggregate. (If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of $ 2 Million Dollars

	(If automobile or limousine service is involved even if volunteers) Automobile Liability with a minimum of $1 Million Dollars combined single limit.
Public Works and Construction	General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars Statutory Workers compensation insurance as required by state law
Professional Services	Professional Liability Insurance with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate. (If size or scope of project warrant) Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars Statutory Workers compensation insurance as required by state law

SAMPLE ON FOLLOWING PAGE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:
ABC Insurance Brokerage 1234 Frisco Square Blvd. Frisco, Texas 75034	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED Your Company Name Here Address of Insured Address of Insured	INSURER A : INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY	Y					DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[ ] CLAIMS-MADE [ ] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? [ ] N/A	Y					E.L. EACH ACCIDENT	$ 100,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 100,000

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

The City of Frisco, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the City for injures, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

CERTIFICATE HOLDER	CANCELLATION
City of Frisco 6101 Frisco Square Blvd. Frisco, Texas 75034	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE HERE

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Supplemental Information

Texas Government Code Section 2252.002 Non-resident Bidders
A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

   _____
   _____
   _____

2. Name and address of principal place of business, and phone number of your company's majority owner:

   _____
   _____
   _____
   _____

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

   _____
   _____
   _____
   _____

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	$ INVOLVEMENT

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship _____YES _____NO
2. Partnership _____YES _____NO
3. Corporation _____YES _____NO

If company is a sole proprietorship, list the owner's full legal name:

_____

If company is a partnership, list the partner's full legal name(s):

_____
_____
_____
_____

If company is a corporation, list the full legal name as listed on the corporate charter:

_____

Is this firm a minority, or woman-owned business enterprise?

____ NO ____ YES If yes, specify (____) MBE (____) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? _____ NO _____ YES

If yes, specify governmental agency: _____

Date of certification: _____

Authorized Signatory (*Officer or representative vested with the powers to commit the organization to a binding agreement*):

Name: _____ Title: _____

AFFIDAVIT OF NO PROHIBITED INTEREST

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:

_____ None of the Above.

Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ___ day of _____, _____.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, _____.

_____
Notary Public in and for the State of _____
My commission expires: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

Contract Risk Assessment Questionnaire
Required Submittals

1. Has your business/company/organization filed for bankruptcy within the last five (5) years?
   Yes □ No□ If so, please enclose details.

2. Has your business/company/organization ever had a contract for the general type of services/product sought by the City terminated for non-compliance or inadequate performance?
   Yes □ No□ If yes, please enclose details.

3. Has your business/company/organization ever defaulted on a contract for the general type of services/product being sought by the City?
   Yes □ No□ If yes, please enclose details.

4. In the last five (5) years has there been or is there now pending any litigation, arbitration, governmental proceeding or regulatory proceeding involving claims in excess of $100,000 with respect to the performance of any services or the provision of any product by your business/company/organization?
   Yes □ No□ If yes, please enclose details.

5. Has your business/company/organization fulfilled all of its obligations relating to the payment of City taxes, fees, or other obligations if applicable?
   Yes □ No□ If no, please enclose details.

6. In the last five (5) years, has your business/company/organization, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency?
   Yes □ No□ If yes, please enclose details.

7. In the last five (5) years, has your business/company/organization been debarred or suspended for any reason by any federal, state or local government or has refrained from bidding on a project due to an agreement with such governmental agency?
   Yes □ No□ If yes, please attach a full explanation.

8. In the past five (5) years, has your business/company/organization had its surety called upon to complete any contract, whether government or private sector?
   Yes □ No□ If yes, please enclose details.

9. In the past five (5) years, has your business/company/organization had a revocation, suspension or disbarment of any business or professional permit and/or license?
Yes □ No□ If yes, please enclose details.

10. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
Yes □ No□ If "yes," identify on a separate signed page the person or persons convicted, the court (the City if a state court, the district or location of the federal court), the year and the criminal conduct.

11. In accordance with Chapter 2270 of the Texas Government Code, do you certify that your business/company/organization (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with City?
Yes □ No□

12. In accordance with Chapter 809 of the Texas Government Code, do you certify that your business/company/organization (a) does not boycott energy companies; and (b) will not boycott energy companies during the term of any contract with City?
Yes □ No□

13. In accordance with Chapter 2274 of the Texas Government Code, do you certify that your business/company/organization does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate against a firearm entity or firearm trade association during the term of any contract with the City? Yes □ No□

Signature

THE UNDERSIGNED HEREBY CERTIFIES THAT THE RESPONSES PROVIDED ARE CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND FOR THOSE RESPONSES GIVEN WHICH ARE BASED ON INFORMATION AND BELIEF, THOSE RESPONSES ARE TRUE AND CORRECT BASED ON MY PRESENT BELIEF AND INFORMATION. THE UNDERSIGNED HEREBY AGREES ON BEHALF OF HIS/HER BUSINESS/COMPANY/ORGANIZATION THAT THE CERTIFICATIONS SET FORTH IN SECTIONS 11-13 ABOVE SHALL BE INCORPORATED INTO ANY CONTRACT WITH THE CITY.

Dated this _____ day of _____ of the year _____

Name of organization: _____

Signature: _____

Printed name and title: _____

BIDDER REMINDER LIST:
REQUESTED PRICING/DOCUMENTATION INCLUDED?
ORIGINAL PLUS DIGITAL COPY INCLUDED, UNLESS SUBMITTING THROUGH BONFIRE?
ALL BLANKS COMPLETED ON THIS FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURES?

Schedule of Events

Public Notification/Advertisement	December 12, 2021	
	December 19, 2021	
Deadline for Submitting Questions	January 4, 2022	4:00 PM CT
Bids Due	January 11, 2022	2:00 PM CT

Questions concerning this bid are due in writing via e-mail to purchasing@friscotexas.gov before the deadline for submitting questions stated above.

Best Value Bid 2212-016

CLEANING, INSPECTION, AND REPAIR OF FIRE PPE

The City is accepting Best Value Bids for inspection, cleaning, and repair of personal protective equipment ("PPE") for the Frisco Fire Department. This is an annual contract, good for one (1) year with four (4) optional annual renewals. Frisco Fire Department currently has approximately 200 active firefighters. The City anticipates adding future stations and personnel, so these numbers will continue to increase. The City currently has 400 coats and 400 pairs of pants in bunker gear inventory. Gloves and hoods are not currently cleaned and inspected by the City; however, the City is requesting pricing for these services if the City should desire to utilize these services in the future.

As a Best Value Bid, the City will consider the following evaluation criteria:

Price	60 points
References	25 points
Turnaround Time	15 points

Contractor shall provide cleaning and repair of structural, proximity and light weight protective gear for Fire-Rescue for the City of Frisco, Texas. The services are to be performed in a good and workmanlike manner and shall conform to National Fire Protection Association (NFPA) 1851: Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting. Contractor shall pick up protective gear at the designated Frisco Fire station coordinated by designated City personnel. Protective gear will need to be returned upon completion of service to the same station within 48 hours of pick up for annual cleaning and inspection services. For repairs or additional cleaning that may come up during business, the City requires pick up, repair/cleaning, and return within 10 business days. Any extraordinary circumstances or exceptions to this would need to be discussed and confirmed with the City prior to pick up of that equipment. All pick up or delivery charges must be included in the costs for repair. If any additional shipping charges apply, these must be provided with your bid submittal.

The City representative shall withhold payment of any funds under this contract until cleaned or repaired equipment has been inspected, accepted, and approved by city personnel.

Vendors should complete the bid form included with this best value bid. In addition, prospective vendors should complete *Exhibit A References*.

BID FORM

BVB 2212-016

Cleaning, Inspection, and Repair of Fire PPE

Item	Description	Est. Qty	Unit	Price	Extended Price
A. Cleaning and Decontamination (Set includes Coat and Pant)					
1	Advanced Cleaning (Structural)	400	Set		
2	Advanced Cleaning (Proximity)	1	Set		
3	Advanced Cleaning (Light Weight)	250	Set		
4	Basic Cleaning (Structural)	200	Set		
5	Basic Cleaning (Proximity)	1	Set		
6	Basic Cleaning (Light Weight)	1	Set		
7	Pre-Wash (Structural)	400	Set		
8	Pre-Wash (Proximity)	1	Set		
9	Pre-Wash (Light Weight)	1	Set		
10	Spot Clean (Structural)	400	Set		
11	Spot Clean (Proximity)	1	Set		
12	Spot Clean (Light Weight)	1	Set		
13	Ultra Clean (Structural)	200	Set		
14	Ultra Clean (Proximity)	1	Set		
15	Ultra Clean (Light Weight)	1	Set		
16	Decontamination	200	Set		
17	Boot Clean	300	EA		
18	Glove and Hood Decontamination	900	EA		
19	Helmet Decontamination	300	EA		
20	Boots Advanced Clean	300	EA		
21	Gloves Advanced Clean	600	EA		
22	Helmet Advanced Clean	300	EA		
23	Hood Advanced Clean	400	EA		
24	SCBA Mask Advanced Clean	1	EA		
		Subtotal	A		
B. Inspection (Set includes Coat and Pant)					
25	Advanced Inspection (Structural)	400	Set		
26	Advanced Inspection (Proximity)	1	Set		

27	Advanced Inspection (Light Weight)	250	Set		
28	Boots Advanced Inspection	300	EA		
29	Gloves Advanced Inspection	600	EA		
30	Helmet Advanced Inspection	300	EA		
31	Hood Advanced Inspection	400	EA		
32	SCBA Mask Advanced Inspection	1	EA		
		Subtotal	B		
C. Coat Repairs					
33	Coat Zipper	200	EA		
34	Coat-add inspection port	200	EA		
35	Coat-leather pocket	200	EA		
36	Cuff coat Arashield/Fabric/Leather	200	EA		
37	Cuff on Pants -Arashield/Leather/Fabric/Other	200	EA		
38	Flashlight pocket	200	EA		
39	Leather elbow patches	200	EA		
40	Mic Loop	200	EA		
41	Patch 12" x 12"	200	EA		
42	Patch 4" x 4"	200	EA		
43	Patch 8" x 8"	200	EA		
44	Patch per square inch	200	EA		
45	Radio Pocket	200	EA		
46	Radio Pocket Notch	200	EA		
47	Restitch up to 12"	200	EA		
48	Survivor flashlight holder	200	EA		
49	Waterwell	200	EA		
50	Wristlet	200	EA		
51	Replace arm	200	EA		
52	Replace entire collar	200	EA		
53	Shoulder pad	200	EA		
54	Shoulder patches / ID Patches Blank and Numbered	200	EA		
55	Sunlance	200	EA		
56	Thumbhole Wristlets	200	EA		
57	Trim All on coat- Scotchlite Trim	200	EA		
58	Trim All on coat-Triple Trim	200	EA		
59	Moisture Seam tape (per inch)	200	EA		
60	Reseal moisture barrier	200	EA		
61	Reseal tape	200	EA		
62	Velcro @ COLLAR SHELL	200	EA		
63	Velcro @ FLASHLIGHT HOLDER	200	EA		
64	Velcro @ POCKETS	200	EA		
65	Velcro @ RADIO POCKET	200	EA		
66	Velcro @ THROAT STRAP	200	EA		

67	Velcro @ COLLAR LINER	200	EA		
68	Velcro one side Stormflap	200	EA		
69	Stormflap Velcro (hook & loop)	200	EA		
70	Increase Chest per inch	200	EA		
71	Install DRD retrofit	200	EA		
72	Lengthen coat per inch	200	EA		
73	Lengthen Sleeve per inch	200	EA		
74	Reduce chest	200	EA		
75	Shorten coat	200	EA		
76	Shorten Sleeves	200	EA		
77	Move radio pocket (includes trim)	200	EA		
		Subtotal	C		
D. Pants Repair					
78	Pants zipper @ crotch	200	EA		
79	Pants zipper @ legs	200	EA		
80	Pants-add inspection port	200	EA		
81	Pants-leather pocket	200	EA		
82	Pants-replace all trim-Scotch lite	200	EA		
83	Pants-replace all trim-Triple trim	200	EA		
84	Pocket replacement-leather	200	EA		
85	Replace entire fly strap	200	EA		
86	Steam channel knees	200	EA		
87	Trim all pants-Scotch lite	200	EA		
88	Trim all pants-Triple trim	200	EA		
89	Velcro @ fly (hook & loop)	200	EA		
90	Velcro one side Fly	200	EA		
91	Bellow Pocket	200	EA		
92	Belt Clip	200	EA		
93	Belt Loop	200	EA		
94	Knee Replacement-Leather/Fabric/Arashield	200	EA		
95	Reface Pocket-Reinforcement	200	EA		
96	Reinforce knees	200	EA		
97	Take up strap	200	EA		
98	Moisture Seam tape (per inch)	200	EA		
99	Reseal moisture barrier	200	EA		
100	Reseal tape	200	EA		
101	Velcro @ fly (hook & loop)	200	EA		
102	Velcro one side Fly	200	EA		
103	Velcro @ POCKETS	200	EA		
104	D-ring-with rivets and leather back	200	EA		
105	Grommets	200	EA		
106	Hanging Hook	200	EA		
107	Hook-with rivets and leather back	200	EA		

108	Replace zipper head	200	EA		
109	Rivets	200	EA		
110	Snaps	200	EA		
111	Suspender button	200	EA		
112	Install pass hook or strap	200	EA		
113	Increase hips	200	EA		
114	Increase Waist per inch	200	EA		
115	Lengthen Pant- Wild land (Per Inch)	200	EA		
116	Lengthen pants per inch	200	EA		
117	Lengthen Pants-Wild land Gear	200	EA		
118	Reduce Waist	200	EA		
119	Shorten Pants / Liner	200	EA		
120	Shorten Pants-Wild land Gear	200	EA		
121	Move knees up 1"	200	EA		
		Subtotal	D		
E. Miscellaneous Services					
122	Move radio pocket (includes trim)	10	EA		
123	SCBA accountability tags-bottle	20	EA		
124	SCBA Package (shoulder and bottle)	20	EA		
125	SCBA shoulder tag	20	EA		
126	Barcoding	1	EA		
127	Hanging name patch-letters included	50	EA		
128	Letters sewn on directly on garment	50	EA		
129	Loose name patch-includes letters	20	EA		
130	NFPA class	4	EA		
131	Remove letters	20	EA		
132	Replace helmet label	1	EA		
133	Bartack	50	EA		
134	Binding tape per inch	100	EA		
135	Letters	20	EA		
136	Name patch w/ Velcro-letters included	100	EA		
137	Replace Trim (per foot)	50	EA		
138	Replace liner	20	EA		
139	Replace screw w/ acorn nut-helmet	1	EA		
140	Replace tetrahedron-helmet	1	EA		
142	Repair/Replace Velcro by Inch	200	EA		
143	Repair/Replace Moisture Barrier by 4" X 4"	200	EA		
144	Repair/Replace Moisture Barrier by Inch	50	EA		
145	Repair/Replace Thermal Liner by Inch	50	EA		
146	Initial Inspection of Gear from Manufacturer	50	EA		
147	Disposal of Structural Firefighter Helmet	100	EA		
148	Disposal of Structural Firefighter Coat	100	EA		
149	Disposal of Structural Firefighter Pant	100	EA		

		Subtotal	E		
150	Any service provided not on Tab will receive what % off list price				
151	How many days to return gear receiving annual inspections?				
152	How many days to return gear that is unscheduled for repair?				
		Grand Total			

ANY EXCEPTIONS OR ADDITIONAL PRICING INFORMATION:

_____

_____

_____

_____

SIGNATURE FORM

2212-016
CLEANING, INSPECTION, AND REPAIR OF FIRE PPE

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

"I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder:_____

Address of Bidder:_____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____Fax:_____

E-mail address: _____

By (print name) _____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 ____ #2_____#3 _____#4 _____#5_____

EXHIBIT A: REFERENCES

REFERENCE 1		
Entity Name:		
Contact Name:		
Address:		
City:	State:	Zip code:
Phone Number:		Email:
Years doing business with Entity and Capacity:		
REFERENCE 2		
Entity Name:		
Contact Name:		
Address:		
City:	State:	Zip code:
Phone Number:		Email:
Years doing business with Entity and Capacity:		
REFERENCE 3		
Entity Name:		
Contact Name:		
Address:		
City:	State:	Zip code:
Phone Number:		Email:
Years doing business with Entity and Capacity:		

PPE Bid Tab

CITY OF FRISCO BID TABULATION				Gear Cleaning Solutions	
OPENED 1-11-2022 2:00 p.m.				9030 Viscount Row	
BID NO. 2212-016				Dallas, TX 75247	
Cleaning, Inspection, and Repair of Fire PPE				rick@gearcleaning solutions.com	
				Rick Johnson	
				214-774-2213	
Item	Description	Est. Qty	Unit	Price	Extended Price
A. Cleaning and Decontamination (Set includes Coat and Pant)					
1	Advanced Cleaning (Structural)	400	Set	$50.00	$20,000.00
2	Advanced Cleaning (Proximity)	1	Set	$0.00	$0.00
3	Advanced Cleaning (Light Weight)	250	Set	$10.00	$2,500.00
4	Basic Cleaning (Structural)	200	Set	$14.00	$2,800.00
5	Basic Cleaning (Proximity)	1	Set	$0.00	$0.00
6	Basic Cleaning (Light Weight)	1	Set	$10.00	$10.00
7	Pre-Wash (Structural)	400	Set	$0.00	$0.00
8	Pre-Wash (Proximity)	1	Set	$0.00	$0.00
9	Pre-Wash (Light Weight)	1	Set	$0.00	$0.00
10	Spot Clean (Structural)	400	Set	$0.00	$0.00
11	Spot Clean (Proximity)	1	Set	$0.00	$0.00
12	Spot Clean (Light Weight)	1	Set	$0.00	$0.00
13	Ultra Clean (Structural)	200	Set	$0.00	$0.00
14	Ultra Clean (Proximity)	1	Set	$0.00	$0.00
15	Ultra Clean (Light Weight)	1	Set	$0.00	$0.00
16	Decontamination	200	Set	$45.00	$9,000.00
17	Boot Clean	300	EA	$5.00	$1,500.00
18	Glove and Hood Decontamination	900	EA	$1.00	$900.00
19	Helmet Decontamination	300	EA	$5.00	$1,500.00
20	Boots Advanced Clean	300	EA	$5.00	$1,500.00
21	Gloves Advanced Clean	600	EA	$1.00	$600.00
22	Helmet Advanced Clean	300	EA	$5.00	$1,500.00
23	Hood Advanced Clean	400	EA	$1.00	$400.00
24	SCBA Mask Advanced Clean	1	EA	$2.00	$2.00
		Subtotal	A		$42,212.00
B. Inspection (Set includes Coat and Pant)					
25	Advanced Inspection (Structural)	400	Set	$20.00	$8,000.00
26	Advanced Inspection (Proximity)	1	Set	$0.00	$0.00
27	Advanced Inspection (Light Weight)	250	Set	$5.00	$1,250.00
28	Boots Advanced Inspection	300	EA	$5.00	$1,500.00
29	Gloves Advanced Inspection	600	EA	$1.00	$600.00
30	Helmet Advanced Inspection	300	EA	$5.00	$1,500.00
31	Hood Advanced Inspection	400	EA	$1.00	$400.00
32	SCBA Mask Advanced Inspection	1	EA	$0.00	$0.00
		Subtotal	B		$13,250.00
C. Coat Repairs					
33	Coat Zipper	200	EA	$28.25	$5,650.00
34	Coat-add inspection port	200	EA	$0.00	$0.00
35	Coat-leather pocket	200	EA	$8.00	$1,600.00
36	Cuff coat Arashield/Fabric/Leather	200	EA	$11.05	$2,210.00
37	Cuff on Pants -Arashield/Leather/Fabric/Other	200	EA	$13.18	$2,636.00
38	Flashlight pocket	200	EA	$5.00	$1,000.00
39	Leather elbow patches	200	EA	$2.00	$400.00

PPE Bid Tab

40	Mic Loop	200	EA	$10.63	$2,126.00
41	Patch 12" x 12"	200	EA	$78.62	$15,724.00
42	Patch 4" x 4"	200	EA	$13.92	$2,784.00
43	Patch 8" x 8"	200	EA	$34.94	$6,988.00
44	Patch per square inch	200	EA	$0.82	$164.00
45	Radio Pocket	200	EA	$7.00	$1,400.00
46	Radio Pocket Notch	200	EA	$0.00	$0.00
47	Restitch up to 12"	200	EA	$6.28	$1,256.00
48	Survivor flashlight holder	200	EA	$5.00	$1,000.00
49	Waterwell	200	EA	$7.00	$1,400.00
50	Wristlet	200	EA	$17.00	$3,400.00
51	Replace arm	200	EA	$75.00	$15,000.00
52	Replace entire collar	200	EA	$20.00	$4,000.00
53	Shoulder pad	200	EA	$5.00	$1,000.00
54	Shoulder patches / ID Patches Blank and Numbered	200	EA	$21.00	$4,200.00
55	Sunlance	200	EA	$0.00	$0.00
56	Thumbhole Wristlets	200	EA	$20.83	$4,166.00
57	Trim All on coat- Scotchlite Trim	200	EA	$0.00	$0.00
58	Trim All on coat-Triple Trim	200	EA	$217.35	$43,470.00
59	Moisture Seam tape (per inch)	200	EA	$1.75	$350.00
60	Reseal moisture barrier	200	EA	$0.00	$0.00
61	Reseal tape	200	EA	$0.00	$0.00
62	Velcro @ COLLAR SHELL	200	EA	$0.75	$150.00
63	Velcro @ FLASHLIGHT HOLDER	200	EA	$0.75	$150.00
64	Velcro @ POCKETS	200	EA	$0.75	$150.00
65	Velcro @ RADIO POCKET	200	EA	$0.75	$150.00
66	Velcro @ THROAT STRAP	200	EA	$0.75	$150.00
67	Velcro @ COLLAR LINER	200	EA	$0.75	$150.00
68	Velcro one side Stormflap	200	EA	$25.50	$5,100.00
69	Stormflap Velcro (hook & loop)	200	EA	$51.00	$10,200.00
70	Increase Chest per inch	200	EA	$43.91	$8,782.00
71	Install DRD retrofit	200	EA	$0.00	$0.00
72	Lengthen coat per inch	200	EA	$26.80	$5,360.00
73	Lengthen Sleeve per inch	200	EA	$25.70	$5,140.00
74	Reduce chest	200	EA	$26.15	$5,230.00
75	Shorten coat	200	EA	$42.25	$8,450.00
76	Shorten Sleeves	200	EA	$28.56	$5,712.00
77	Move radio pocket (includes trim)	200	EA	$6.00	$1,200.00
		Subtotal	C		177,998.00
	D. Pants Repair				
78	Pants zipper @ crotch	200	EA	$13.95	$2,790.00
79	Pants zipper @ legs	200	EA	$0.00	$0.00
80	Pants-add inspection port	200	EA	$0.00	$0.00
81	Pants-leather pocket	200	EA	$20.00	$4,000.00
82	Pants-replace all trim-Scotch lite	200	EA	$40.00	$8,000.00
83	Pants-replace all trim-Triple trim	200	EA	$80.33	$16,066.00
84	Pocket replacement-leather	200	EA	$46.10	$9,220.00
85	Replace entire fly strap	200	EA	$53.55	$10,710.00
86	Steam channel knees	200	EA	$49.09	$9,818.00
87	Trim all pants-Scotch lite	200	EA	$0.00	$0.00
88	Trim all pants-Triple trim	200	EA	$0.00	$0.00
89	Velcro @ fly (hook & loop)	200	EA	$25.50	$5,100.00

PPE Bid Tab

90	Velcro one side Fly	200	EA	$11.16	$2,232.00
91	Bellow Pocket	200	EA	$52.90	$10,580.00
92	Belt Clip	200	EA	$4.46	$892.00
93	Belt Loop	200	EA	$5.00	$1,000.00
94	Knee Replacement-Leather/Fabric/Arashield	200	EA	$17.85	$3,570.00
95	Reface Pocket-Reinforcement	200	EA	$40.95	$8,190.00
96	Reinforce knees	200	EA	$10.00	$2,000.00
97	Take up strap	200	EA	$10.63	$2,126.00
98	Moisture Seam tape (per inch)	200	EA	$1.75	$350.00
99	Reseal moisture barrier	200	EA	$0.00	$0.00
100	Reseal tape	200	EA	$0.00	$0.00
101	Velcro @ fly (hook & loop)	200	EA	$25.50	$5,100.00
102	Velcro one side Fly	200	EA	$11.61	$2,322.00
103	Velcro @ POCKETS	200	EA	$0.75	$150.00
104	D-ring-with rivets and leather back	200	EA	$1.89	$378.00
105	Grommets	200	EA	$1.89	$378.00
106	Hanging Hook	200	EA	$3.00	$600.00
107	Hook-with rivets and leather back	200	EA	$3.00	$600.00
108	Replace zipper head	200	EA	$2.00	$400.00
109	Rivets	200	EA	$1.28	$256.00
110	Snaps	200	EA	$2.23	$446.00
111	Suspender button	200	EA	$4.11	$822.00
112	Install pass hook or strap	200	EA	$5.00	$1,000.00
113	Increase hips	200	EA	$30.52	$6,104.00
114	Increase Waist per inch	200	EA	$20.35	$4,070.00
115	Lengthen Pant- Wild land (Per Inch)	200	EA	$29.45	$5,890.00
116	Lengthen pants per inch	200	EA	$14.45	$2,890.00
117	Lengthen Pants-Wild land Gear	200	EA	$29.45	$5,890.00
118	Reduce Waist	200	EA	$14.02	$2,804.00
119	Shorten Pants / Liner	200	EA	$79.88	$15,976.00
120	Shorten Pants-Wild land Gear	200	EA	$29.45	$5,890.00
121	Move knees up 1"	200	EA	$7.00	$1,400.00
		Subtotal	D		$160,010.00
E. Miscellaneous Services					
122	Move radio pocket (includes trim)	10	EA	$5.00	$50.00
123	SCBA accountability tags-bottle	20	EA	$26.00	$520.00
124	SCBA Package (shoulder and bottle)	20	EA	$50.00	$1,000.00
125	SCBA shoulder tag	20	EA	$21.00	$420.00
126	Barcoding	1	EA	$0.00	$0.00
127	Hanging name patch-letters included	50	EA	$60.20	$3,010.00
128	Letters sewn on directly on garment	50	EA	$4.25	$212.50
129	Loose name patch-includes letters	20	EA	$32.13	$642.60
130	NFPA class	4	EA	$0.00	$0.00
131	Remove letters	20	EA	$4.00	$80.00
132	Replace helmet label	1	EA	$0.00	$0.00
133	Bartack	50	EA	$4.11	$205.50
134	Binding tape per inch	100	EA	$0.10	$10.00
135	Letters	20	EA	$2.00	$40.00
136	Name patch w/ Velcro-letters included	100	EA	$40.20	$4,020.00
137	Replace Trim (per foot)	50	EA	$10.20	$510.00
138	Replace liner	20	EA	$0.00	$0.00
139	Replace screw w/ acorn nut-helmet	1	EA	$0.75	$0.75

PPE Bid Tab

140	Replace tetrahedron-helmet	1	EA	$0.75	$0.75
142	Repair/Replace Velcro by Inch	200	EA	$0.75	$150.00
143	Repair/Replace Moisture Barrier by 4" X 4"	200	EA	$15.30	$3,060.00
144	Repair/Replace Moisture Barrier by Inch	50	EA	$2.00	$100.00
145	Repair/Replace Thermal Liner by Inch	50	EA	$2.00	$100.00
146	Initial Inspection of Gear from Manufacturer	50	EA	$8.00	$400.00
147	Disposal of Structural Firefighter Helmet	100	EA	$0.00	$0.00
148	Disposal of Structural Firefighter Coat	100	EA	$1.00	$100.00
149	Disposal of Structural Firefighter Pant	100	EA	$2.00	$200.00
		Subtotal	E		$14,832.10
150	Any service provided not on Tab will receive what % off list price	10%			
151	How many days to return gear receiving annual inspections	2			
152	How many days to return gear that is unscheduled for repair	10			
		Grand Total			$408,302.10

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD
FRISCO, TEXAS 75034
TEL 972.292.5000
WWW.FRISCOTEXAS.GOV

February 2, 2022

Gear Cleaning Solutions
9030 Viscount Row
Dallas, Texas 75247
Attn: Rick Johnson
rick@gearcleaningsolutions.com

Best Value Bid #2212-016

Cleaning, Inspection, and Repair of Fire Personal Protective Equipment

Rick,

The City of Frisco has awarded the above-mentioned Best Value Bid to your agency. This is an annual contract, good for one (1) year from 2/1/2022 to 01/31/2023 with four (4) optional annual renewals. Please acknowledge receipt of this letter by signing and emailing it to Steve Cone at scone@friscotexas.gov.

RICK JOHNSON
Name

2-3-2022
Date



Signature

Thank you for your interest in serving our needs. We look forward to a successful business relationship. If you have any further questions, please contact the Purchasing Division at (972) 292 5542.

Sincerely,

Steve Cone, CPPB
Senior Buyer

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD
FRISCO, TEXAS 75034
TEL 972.292.5000
WWW.FRISCOTEXAS.GOV

November 1, 2023

Gear Cleaning Solutions
9030 Viscount Row
Dallas, TX 75247
Rick Johnson
rick@gearcleaningsolutions.com

BVB #2212-016 **Cleaning, Inspection, and Repair of Fire PPE**

Contract Renewal Period: **02/01/2024 – 01/31/2025**

The City of Frisco is requesting a one-year renewal to continue your services under the same terms and conditions on the above referenced contract. The City will issue Purchase Orders to you as necessary. This is the **second** of four optional one-year renewals.

Please acknowledge acceptance of this renewal by signing and returning it to the Purchasing Division via email to Kelsey Luce at kluce@friscotexas.gov or you may fax to 972.292.5586.

Rick Johnson
Name

11/17/2023
Date

Signature

We look forward to a continued successful business relationship. If you have any further questions, please contact the Purchasing Division at (972) 292 5541.

Sincerely,

Kelsey Luce
Buyer

RESOLUTION NO. 2024-346

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT GEAR CLEANING, INSPECTION AND REPAIRS SERVICES WITH GEAR CLEANING SOLUTIONS, THROUGH THE CITY OF FRISCO CONTRACT 2212-016 FOR THE UNIT PRICES BID WITH AN ESTIMATED EXPENDITURE AMOUNT OF $34,500.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is mandated per NFPA 7.3.4 for ensembles and ensemble elements that are issues and used shall receive advanced cleaning every six months, and advance cleaning must occur at the time of advanced inspection; and

WHEREAS, the City of Duncanville has entered into an interlocal cooperative purchasing agreement with the City of Frisco for products and services; and

WHEREAS, the City of Frisco has taken competitive sealed bids and awarded a contract for Personal Protective Equipment gear cleaning, inspection and repairs to Gear Cleaning Solutions; and

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

WHEREAS, the City Council of the City of Duncanville desires to purchase Personal Protective Equipment (PPE) gear clearing, inspection and repair from Gear Cleaning Solutions.

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

SECTION 1. That the City Council of the City of Duncanville does hereby award a bid through an Interlocal Purchasing Agreement with the City of Frisco, Texas for the unit prices as set forth in Exhibit A term to January 17, 2027, an estimated total contract term expenditure of $34,500.00 (FY25-$17,250.00; FY26-$17,250.00); and authorizes the City Manager, or designee, to execute the appropriate and necessary documents and/or purchase orders.

SECTION 2. Gear Cleaning Solutions recognizes that the continuation of any contract after the close of, or during, any given fiscal year of the City of Duncanville, which fiscal year ends on September 30 of each year, shall be subject to Council

budget approval of the City of Duncanville providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to date shall be paid; and

SECTION 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 November, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider a Resolution authorizing the City manager to execute the terms of the agreement, and to authorize the City Manager to execute the terms, conditions, and payment for the costs of the Regional Fire Training Officer in said agreement documents.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Chris Connealy, Fire Chief

BACKGROUND/HISTORY:
On May 16, 2017, the City Council of the City of Duncanville approved Resolution 2017-026 approving the terms and conditions of the Interlocal Cooperation Agreement for Regional Fire Training Officer by and between the City of DeSoto, Texas ("DESOTO"), The City of Duncanville, Texas ("DUNCANVILLE"), AND THE City of Cedar Hill, Texas, ("CEDAR HILL"), for services related to shared Regional Fire Training Officer position.

The sitting Mayor at the time executed Resolution 2017-026 and the Interlocal Cooperation Agreement, however the Resolution didn't authorize the City Manager to execute the terms of the agreement and/or authorize payment per the Interlocal Cooperation Agreement for Regional Fire Training Officer.

POLICY EXPLANATION:
Although the Interlocal Cooperation Agreement for Regional Fire Training Officer is still in place and still valid, the Duncanville Fire Department is seeking approval from City Council of the City of Duncanville to authorize the City Manager to execute the terms of the said agreement and authorize payment per the Interlocal Cooperation Agreement for Regional Fire Training Officer.

FUNDING SOURCE:

ORG and Object Number
The Duncanville Fire Department includes funding in the annual fiscal year budget to cover all cost related to the Regional Fire Training Officer position. There are no additional funds being requested at this time.

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

ACTION ALTERNATIVES:

1. Authorize the City manager to execute the terms of the agreement, and to authorize the City Manager to execute the terms, conditions, and payment for the costs of the Regional Fire Training Officer in said agreement documents..
2. Do not authorize the City manager to execute the terms of the agreement, and to authorize the City Manager to execute the terms, conditions, and payment for the costs of the Regional Fire Training Officer in said agreement documents..
3. Other actions as directed by Council.

ATTACHMENTS:
Exhibit "A" - Cedar Hill Interlocal for Regional Fire Training Officer
Resolution No. - 2024-344 - Authorizing City Manager to execute and approve payment for Regional Fire Training Officer - Pdf

RESOLUTION NO. 2017-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF DESOTO, TEXAS, ("DESOTO"), THE CITY OF DUNCANVILLE, TEXAS, ("DUNCANVILLE"), AND THE CITY OF CEDAR HILL, TEXAS, ("CEDAR HILL"), FOR THE SERVICES RELATED TO SHARED REGIONAL FIRE TRAINING OFFICER POSITION WHICH IS ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE MAYOR TO EXECUTE THE SAID AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Participating Cities desire to enter into an Interlocal Cooperation Agreement to provide for the use of a Regional Fire Training Officer to coordinate and manage Regional Fire Training to ensure consistent training and continuous evaluation for improvement and safety during emergency responses; and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with one another to provide governmental functions and services; and

WHEREAS, it is mutually advantageous for the Participating Cities to enter into the Interlocal Cooperation agreement, and authorizing the Mayor to execute the said Agreement.

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

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approves, and accepts the terms of the Interlocal Agreement by and between Participating Cities for the Interlocal Agreement relating to the Regional Fire Training Officer, which is attached hereto and incorporated herein by reference as Exhibit "A".

SECTION 2. That the Mayor is hereby authorized to execute said Agreement.

SECTION 3. That should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected hereby, and such remaining positions are hereby declared to be severable.

SECTION 4. That this Resolution shall become effective immediately from and after its passage, as the law and Charter in such cases provide.

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

APPROVED:

David L. Green, Mayor

ATTEST:

Mary E. Jones, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS §
§
COUNTY OF DALLAS §

INTERLOCAL COOPERATION AGREEMENT FOR REGIONAL FIRE TRAINING OFFICER

This Agreement is made and entered into by and among the City of Cedar Hill, Texas, ("Cedar Hill"), the City of DeSoto, Texas, ("DeSoto"), and the City of Duncanville, Texas ("Duncanville") (hereinafter collectively referred to as the "Participating Cities") acting by and through their authorized officers.

WHEREAS, the Participating Cities desire to enter into an Interlocal Cooperation Agreement to provide for the use of a Regional Fire Training Officer to coordinate and manage firefighter training; and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with one another to provide governmental functions and services; and

WHEREAS, it is mutually advantageous for the Participating Cities to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth and for other valuable considerations the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to provide for the hiring, supervision, duties, discipline and compensation of a person to be employed as the Regional Fire Training Officer in accordance with the terms and provisions hereof.

ARTICLE II
TERM

2.1 This Agreement shall be for a term of one (1) year beginning on the last date of execution (the "Effective Date"). This Agreement shall automatically renew for successive periods of one (1) year under the terms and conditions stated herein, unless superseded by another agreement or terminated as provided herein.

2.2 A Participating City may terminate its participation in this Agreement by providing thirty (30) days prior written notice after the City of Cedar Hill provides the budget estimate on April 1st to the Participating Cities, to provide adequate time for participating cities

to budget for firefighter training-related costs for the next budget year. The written notice of intent to terminate shall be delivered to the City Managers of the Participating Cities by certified mail, return receipt requested, or hand delivery, with a copy to the Fire Chief of the City of Cedar Hill. Termination by one or more parties to this Agreement does not affect the Agreement as it applies to the remaining parties, and shall continue to apply to the remaining parties until terminated by the those parties. Notwithstanding, the financial obligation of the terminating Participating City shall continue until the expiration of the then-current fiscal year.

ARTICLE III
REGIONAL FIRE TRAINING OFFICER

3.1 General. A qualified person shall be retained, hired and employed to serve under the direction and supervision of the Fire Chief of the City of Cedar Hill (the "Fire Chief) to serve as the Regional Fire Training Officer (RFTO) for all Participating Cities. The Fire Chief shall have the sole authority to hire, supervise, direct, evaluate, discipline, discharge and terminate the RFTO. The RFTO shall be an employee of the City of Cedar Hill and shall be bound by Cedar Hill's personnel policies, manuals and directives, and in no event shall the RFTO be regarded, treated or considered to be a classified employee of the civil service system of any other Participating City.

3.2 Services. The RFTO shall perform the duties and functions as stated in the job description attached hereto and, by this reference, incorporated herein as if fully set forth.

3.3 Salary and Benefits. The person serving as RFTO is entitled to the same wage, salary, pension, and other compensation and rights, including injury or death benefits, as other comparable employees of the City of Cedar Hill. The RFTO is also entitled to payment for any reasonable expenses incurred for travel, food, or lodging while on duty outside the limits of the territory of the Participating Cities, including expenses related to the RFTO's participation in approved fire and emergency-preparedness training programs.

3.4 Cost of Services. The City of Cedar Hill shall pay to the RFTO all wages, benefits, and travel, food, and lodging expenses. Each of the Participating Cities shall reimburse the City of Cedar Hill for a proportionate share of the costs and expenses incurred by Cedar Hill in compensating the RFTO as set forth herein. The specific base salary shall be established by the Fire Chief based on the applicant's training, qualifications, experience and abilities. Cedar Hill shall submit an invoice or statement to each Participating City on a quarterly basis, which invoice or statement shall identify the costs and expenses incurred by and on behalf of the RFTO and paid by Cedar Hill, and each Participating City shall reimburse Cedar Hill its proportionate share of the cost and expenses incurred by the City of Cedar Hill in remitting compensation to the RFTO, including salary, benefits, office supplies, postage, dues/subscriptions, copier, training, travel, emergency preparedness, computer/technology, vehicle-related expenses, cellular and wireless internet connectivity. Each Participating City's proportionate share shall be remitted to Cedar Hill within thirty (30) days following receipt of the invoice or statement. As used herein, each quarter shall be a successive, consecutive three-month period commencing on October 1st annually. The City of Cedar Hill agrees to submit to the Participating Cities its expected budget amount for the RFTO expenses no later than April 1st annually.

ARTICLE IV
MISCELLANEOUS

4.1 Assignment. This Agreement may not be assigned by any party hereto without the prior written unanimous consent of the other parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written unanimous consent of all parties hereto.

4.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action arising as a result of this Agreement shall be in the state court of proper jurisdiction of Dallas County, Texas.

4.3 Legal Construction. In the event that 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

4.4 Amendment. This Agreement may be amended by the mutually written agreement of the Participating Cities.

4.5 Entire Agreement. This Agreement represents the entire Agreement among the parties respected by subject matter covered by this Agreement.

4.6 Additional of Members. Additional municipal entities may join this Agreement as a Participating City if the addition is approved then by the existing Participating Cities. If approval is given, the municipal entity shall join the Participating Cities by adopting and executing this Agreement. In the event of such an addition, the proportionate share of expenses will be appropriate amended on a pro rata basis, dependent upon when the New Participating City approved the Agreement. See Section 3.4 Costs for Services for a detailed list of regional firefighter training-related costs to include vehicle-related expenses.

4.7 Force Majeure. In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, right, civil commotion, strikes, fires, flood or by the occurrence of any other event beyond the control of such party, then such party shall be excused from the performance of the obligations in this Agreement but only during such periods of Force Majeure.

4.8 Current Revenues. All costs or expenses incurred by any Participating City as result of this Agreement shall be paid from the current revenues available to the Participating City.

4.9 Recitals. The recitals of this Agreement are incorporated herein.

4.10 Notice. Any notice required to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, or by hand delivery to the party at the address set forth below:

City Manager
City of DeSoto
211 E. Pleasant Run Road
Suite A
DeSoto, Texas 75115-3939

City Manager
City of Duncanville
203 East Wheatland Road
P.O. Box 380280
Duncanville, Texas 75138-0280

City Manager
City of Cedar Hill
285 Uptown Blvd., Bldg 100
Cedar Hill, Texas 75104

with copy to: Fire Chief
Cedar Hill Fire Department
1212 W. Belt Line Rd.
Cedar Hill, Texas 75104

4.1 Effective Date. This Agreement shall become effective as of the last date of execution hereof.

EXECUTED this 16th day of October, 2017.

CITY OF DESOTO, TEXAS

By: Curtistene S. McCowan
MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

EXECUTED this 16th day of May, 2017.

CITY OF DUNCANVILLE, TEXAS

By: David L Green
MAYOR

ATTEST:

Mary Flores
CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

EXECUTED this 14 day of November, 2017.

CITY OF CEDAR HILL, TEXAS

By:
MAYOR

ATTEST:

Belinda Berg
CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. 2024-344

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE TERMS OF THE AGREEMENT; AND, TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE TERMS, CONDITIONS, AND PAYMENT FOR THE COSTS OF THE REGIONAL FIRE TRAINING OFFICER IN SAID AGREEMENT DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the cities of Cedar Hill, DeSoto and Duncanville entered into an Interlocal Cooperation Agreement on May 16, 2017 for the use of a Regional Fire Training Officer to coordinate and manage Regional Fire Training to ensure consistent training and continuous evaluation for improvement and safety during emergency responses; and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contact with one another to provide governmental functions and services; and

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

SECTION 1. That the City Council of the City of Duncanville does hereby authorize the City Manager, or his designee, to reapprove and execute the administration of the terms of the Interlocal Cooperative Agreement for the Regional Fire Training Officer and payments required therein, in which such agreement is attached hereto as Exhibit “A”,

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager, or his designee, to execute the terms and conditions of said agreement, for the costs of the Regional Fire Training Officer.

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 November, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider a Resolution authorizing the annual expenditure with the City of Cedar Hill for the operations and maintenance of the Tri-City Animal Shelter, in accordance with terms of the Acquisition, Ownership, and Operating Agreement, in an amount of $423,175.00, determined through the City of Cedar Hill's annual budgeting process.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Adrian Tijerina; Assistant Chief of Police
Matthew Stogner, Chief of Police

BACKGROUND/HISTORY:
The City Manager is requesting the City Council consider a resolution of ratification of a prior Council's decision, and specifically authorize the City Manager by Resolution, for documentation purposes, to execute documents and take steps to implement this action. On September 3, 1991, the cities of Duncanville, Cedar Hill, and Desoto entered into an agreement for the acquisition, ownership, and operation of the Tri-City Animal Shelter. The City Council last approved an amendment to this agreement at the January 15, 2008, City Council meeting, for the demolition and construction of a new facility. A Resolution was not done, for record, at that time; however approval was given, via the record of the minutes agreeing to the amendment. There are no changes to this agreement at this time and the City of Duncanville continues to have 1/3 ownership and therefore 1/3 of the financial obligation for the operations and capital debt owed for the facility.

The City of Cedar Hill provides their budget estimates to the City typically in May of each year and the City will budget accordingly.

POLICY EXPLANATION:

The City Council will not be required to take further action in the future on this item, outside of the adoption of the annual budget, unless the agreement is amended or terminated.

The FY 2024-25 annual share is $423,175.00. This includes the operations, maintenance, and debt owed on the facility.

FUNDING SOURCE:

ORG and Object Number
01055300-700450

Available Budget	**Purchase Amount**	**After Encumber**
$423,175.00	$423,175.00	$0.00

ACTION ALTERNATIVES:

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

ATTACHMENTS:
Attachment 1 - Resolution No. - 2024-350 - ILA - Tri-City Animal Shelter

RESOLUTION NO. 2024-350

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS; AUTHORIZING THE ANNUAL EXPENDITURE WITH THE CITY OF CEDAR HILL FOR THE OPERATIONS AND MAINTENANCE OF THE TRI-CITY ANIMAL SHELTER, IN ACCORDANCE WITH THE TERMS OF THE ACQUISITION, OWNERSHIP, AND OPERATING AGREEMENT, IN AN AMOUNT OF $423,175.00, DETERMINED THROUGH THE CITY OF CEDAR HILL'S ANNUAL BUDGETING PROCESS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, on September 3, 1991, the Cities entered into an agreement entitled the Acquisition, Ownership and Operating Agreement Re: Animal Control/Public Safety Training Facility Between the Cities of Cedar Hill, DeSoto and Duncanville (herein the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Cities each own a one-third undivided interest in the facility known and referred to as the Tri-City Animal Shelter; and

WHEREAS, the Cities understand and agree that the Tri-City Animal Shelter is necessary for the economical and efficient means to provide animal impoundment facilities and public training facilities for each of the Cities; and

WHEREAS, the City Council of the City of Duncanville desires to pay its annual share in accordance with said Agreement and the City of Cedar Hill's annual budget.

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

SECTION 1. The annual expenditure for the Tri-City Animal Shelter, as indicated in the City of Cedar Hill's annual budget of $423,175.00, is hereby approved for FY 2025 and for future years, in accordance with the Agreement, and authorizes the City Manager, or designee, to execute the necessary documents.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of November, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

FIRST AMENDMENT TO THE ACQUISITION, OWNERSHIP AND OPERATING AGREEMENT FOR THE ANIMAL CONTROL SHELTER/PUBLIC SAFETY TRAINING FACILITY BETWEEN THE CITIES OF CEDAR HILL, DESOTO AND DUNCANVILLE

This Amendment is entered into by and between the Cities of Cedar Hill, DeSoto and Duncanville, each being a Texas home-rule municipal corporations and herein collectively referred to as the "Cities," as of the date of execution hereof.

W I T N E S S E T H

WHEREAS, on September 3, 1991, the Cities entered into an agreement entitled the Acquisition, Ownership and Operating Agreement Re: Animal Control/Public Safety Training Facility Between the Cities of Cedar Hill, DeSoto and Duncanville (herein the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Cities each own a one-third undivided interest in the facility known and referred to as the Tri-City Animal Shelter; and

WHEREAS, the Cities understand and agree that an expansion of the Tri-City Animal Shelter is necessary for the economical and efficient means to provide animal impoundment facilities and public training facilities for each of the Cities; and

WHEREAS, the Cities desire to amend, modify and clarify the Agreement to provide for the funding of the expansion of the Tri-City Animal Shelter.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Cities hereby agree that the Agreement is amended as follows:

I.

Cedar Hill has agreed to incur the financial obligation or debt for the planned 2008 expansion of the Facilities. DeSoto and Duncanville agree that they shall each pay their proportionate share of one-third (1/3) of the debt service as reimbursement to Cedar Hill.

II.

To the extent that any provision of this Amendment conflicts or is inconsistent with the Agreement, the provisions of this Amendment shall control. Any of the terms and provisions of the Agreement are hereby amended and modified where necessary, even though not specifically addressed herein, so as to conform to the amendments and modifications set forth herein. The Agreement, except as hereby amended, remains in full force and effect.

III.

This Amendment may be executed in counterparts, and each counterpart when so executed and delivered shall constitute an original of this Amendment, and all such separate counterparts shall constitute but one and the same Amendment.

IN WITNESS WHEREOF, the Cities have executed or caused this Amendment to be duly executed as of the 28 day of March, 2008.

CITY OF CEDAR HILL, TEXAS:

Mayor

ATTEST:

City Secretary

CITY OF DESOTO, TEXAS:

Mayor

ATTEST:

City Secretary

CITY OF DUNCANVILLE, TEXAS:

Mayor

ATTEST:

City Secretary

ACQUISITION, OWNERSHIP AND OPERATING AGREEMENT
RE: ANIMAL CONTROL SHELTER/PUBLIC SAFETY TRAINING FACILITY
BETWEEN THE CITIES OF CEDAR HILL, DESOTO AND DUNCANVILLE

THIS AGREEMENT, effective as of the 3rd day of September, 1991, is made and entered into by and between the City of Duncanville, Texas (hereinafter called "Duncanville", the City of DESOTO (hereinafter called "DESOTO") and the City of Cedar Hill, Texas (hereinafter called "Cedar Hill"), each of said cities being a municipal corporation organized and operating under the laws of the State of Texas and their respective Home Rule charters and hereinafter collectively referred to as the "Cities",

W I T N E S S E T H :

WHEREAS, Duncanville, DESOTO and Cedar Hill has each determined that their facilities for the impoundment, care and treatment of animals is inadequate to meet projected increases in animal impounds; and

WHEREAS, additionally, each of the Cities is without adequate training facilities for their respective fire and police departments; and

WHEREAS, after studying and reviewing available options and alternatives, each of the Cities has determined the most economical and efficient means to provide animal impoundment facilities and public safety training facilities would be through their joint action and participation in the acquisition, ownership and operation of such facilities at a centrally located site;

NOW, THEREFORE, to initiate, undertake and implement such joint participation in the acquisition, ownership and operation of such facilities and in consideration of the mutual covenants hereinafter contained, the parties hereto agree and contract as follows:

SECTION 1: Site. Unless otherwise provided and agreed by an amendment to this Agreement, the facilities to be acquired, constructed and operated hereunder shall be located in the City of Cedar HIll, Texas on property (the "Project Site") described in Exhibit A attached hereto and incorporated herein by reference as a part hereof for all purposes.

SECTION 2: Ownership of Project. Each of the parties hereto shall acquire and, subject to adjustments as provided herein, shall initially own an an undivided Thirty-Three and One-Third Per Cent (33-1/3%) in the Project Site and all the Facilities (as hereinafter identified) constructed on the Project Site. For purposes of this Agreement, the Facilities (the "Facilities") on the Project Site are generally described in Exhibit B attached hereto.

SECTION 3. Financial Arrangement. (a) Acquisition and Construction. Each party hereto shall be responsible for obtaining and providing one-third (1/3) of the capital for the acquisition of the Project Site and for constructing and equipping the Facilities.

(b) Additional Capital. If at any time during the existence of this Agreement it should become necessary to provide additional capital for completing the construction or making improvements to the Facilities, each of the parties hereto will contribute one-third (1/3) of additional amount or amounts necessary to complete the construction of the Facilities or make improvements thereto and/or build new Facilities on the Project Site.

(c) Maintenance and Operation of Facilities. Notwithstanding each party's one-third (1/3) ownership interest in the Project Site and the Facilities and one-third (1/3) financial obligation to provide capital for the acquisition and construction of the Project Site and the Facilities, annual unpaid operation and maintenance costs and expenses of the Facilities shall be borne by the parties hereto on a pro rata monthly basis accordingly to each party's use of the Facilities, annual period in question, i.e., if one party accounts for 50% of the use of the Facilities, such party will be liable for one-half (1/2) of the operating and maintenance costs of the Facilities not paid with revenues from the operation of the Facilities. The management committee may at the discretion amend this paragraph for the purpose of establishing minimum costs per city.

No member city shall be liable to fund any obligation under this Agreement unless and until their respective City Council has specifically authorized the expenditures of such funds or the incurring of such obligation by action of the City Council at some later date.

(d) Waiver of Right to Partition. Each of the cities hereto agrees to waive any rights to partition any component of the Facilities, whether by partition in kind or by sale and division of the proceeds, and further agrees that it will not resort to any action in law or in equity to partition such component, and it waives the benefits of all laws that may now or hereafter authorize such partition for a term (i) which shall be coterminous with the co-tenency agreement for such component or (ii) which shall be for such lesser period as may be required under applicable law.

SECTION 4 Administration and Management. As a means for providing the acquisition, construction, ownership and operation for the Facilities, the Cities hereby establish a Management Committee, which shall be comprised of three (3) members with one (1) representative to be appointed by each City a party hereto and such appointments to be made by each City's City Manager. The Management Committee shall provide for the acquisition, management and operation of the Facilities for and on behalf of the Cities and except as otherwise herein set forth, a majority vote of the members of the Management Committee shall govern and control all actions with each member having an equal vote.

All capital expenditure decision involving more than a total of $30,000 shall require a unanimous vote of the management committee to be implemented.

The Management Committee shall cause to be prepared each year an annual operating and management budget pertaining to the operation and management of the Facilities, or any portion thereof, and as needed each fiscal year, a capital expenditure budget pertaining to the acquisition, construction and improvement of the Facilities for the ensuing period from October 1 to September 30 of each calendar year. Such annual budget (other than the initial annual budget) shall, to the extent possible, be completed and approved by the Management Committee and submitted to the Cities by July 1 of each year.

Each party hereto represents and covenants that its financial obligation and liabilities hereunder with respect to the acquisition, operation and maintenance of the Facilities shall constitute "operating" expenses of the City's general fund payable from funds annually budgeted and appropriated therefore by the Cities in their respective annual budgets, or, in regard to meeting acquisition costs, may consist of funds derived from each City's ability to borrow funds in accordance with State Law.

The Management Committee shall cause to be prepared full and accurate books of accounts reflecting the condition of the business and finances of the Facilities and each City , or their authorized representative, shall have access to such books of account and shall be entitled to examine the same at any time. At the end of each fiscal year, the Management Committee shall cause to be prepared a statement of operations and a statement of financial operations (using generally accepted accounting principles) for the year and file a copy of such statement of operations with the City Manager of each of the Cities.

SECTION 5 Sale or Disposition. Except as provided herein, no party hereto may sell or assign its interest in the Facilities or any of its rights or obligations under this Agreement without the prior written consent of each of the other parties hereto.

During the thirty (30) month period immediately following the acquisition of the land, the City of Cedar Hill shall have the right to purchase property for open space or other similar purpose at the original acquisition per acre price. After that time period, the City of Cedar Hill may purchase land at the current appraised value price.

A City shall have the right to transfer or assign all of its ownership interest in the Facilities, together with a proportional part of its rights and obligations under this Agreement to one or both of the other Cities a party hereto. The City desiring to make such transfer shall obtain an appraisal of the Facilities based on then current fair market value in the immediate vicinity of the Facilities and one or both of the other Cities hereto shall have the right to acquire such interest at a price equal to the fair market value of the undivided interest of the City desiring to sell, less a penalty of 50% of the fair market value of the undivided interest of the City desiring to sell.

At least six (6) months prior to the date on which the intended transfer is to be consummated, the City desiring to

transfer shall serve written notice of its intention to do so upon the other Cities. Such notice shall contain the proposed date of transfer, a copy of the appraisal obtained in the connection with such transfer, and the terms of conditions of the transfer.

Both of the other Cities shall have the right to acquire One-Half (1/2) the interest to be transferred and each such City shall exercise such right by serving written notice of its intention upon the City desiring to transfer within three (3) months after service of written notice of intention to transfer required above. If none of the other Cities exercise the right to acquire such additional ownership interest in the Facilities within the time period specified, it shall be conclusively deemed to be an election not to exercise such right and the failure to exercise such right of purchase shall result in the termination of this Agreement and the liquidation of the Facilities as hereinafter provided. If only one City is interested in acquiring the interest to be transferred, it shall have the right to acquire all of that interest.

SECTION 6: Destruction or Abandonment. If the Facilities should be damaged or destroyed to the extent that the estimated costs of repairs, replacement or reconstruction is not more than one hundred (100%) of the aggregate amount of the proceeds from property damage insurance carried and covering the costs of the repairs, replacement or reconstruction of such Facilities, the Cities, unless otherwise unanimously agreed, shall repair, replace or reconstruct such Facilities to substantially the same general character or use as the original.

(b) If the Facilities should be damaged or destroyed to the extent that the estimated costs of repairs, replacement or reconstruction is more than one hundred percent (100%) of the aggregate amount of proceeds from property damage insurance carried and covering the cost of the repairs, replacement or reconstruction of such Facilities, the Cities shall, upon agreement, repair, replace or reconstruct such Facilities to substantially the same general character or use as the original; provided, however, that should one or more of the Cities a party hereto not agree to repair, replace or reconstruct shall sell its interest in such Facilities to the other City or Cities in accordance with the provisions of Section 5.

(c) If any of the Facilities should be destroyed, the Cities shall, unless otherwise agreed, repair or reconstruct same to substantially the same character or use as the original. The Cities shall share the costs of such repair or reconstruction in proportion to their then ownership interest in the Facilities damaged or destroyed.

SECTION 7: Insurance. The Management Committee shall determine the insurance coverage, including the insurable values, limits, deductibles, retentions and other special terms, and the insurance carriers from which such insurance is to be obtained with respect to the Facilities.

(b) All policies of insurance shall:

(i) Provide insurable values, limits, deductibles, retentions and other special terms as determined by the Management Committee;

(ii) List as loss payees or additional insureds the Cities (as their interests may appear);

(iii) Contain endorsements providing for positive notice of cancellation to all parties listed as named or additional insureds;

(iv) Contain endorsements providing that the insurance is primary insurance for all purposes; and

(v) Contain cross-liability endorsements for comprehensive bodily injury liability and property damage liability coverages.

Each City, at its expense, shall have the right to secure such additional or different insurance coverages as may be required or determined to be appropriate.

SECTION 8 Liability of Cities to Each Other. Each City shall have no remedies against the other Cities which is a party hereto for tortious conduct arising out of the ownership of the Facilities, or any portion thereof, except when the claim results from intentional torts and/or gross negligence.

Remedies of a City participant hereto with respect to a claim against another City participant hereto shall be unimpaired by this Agreement when the claim does not arise out of ownership of the Facilities or any portion thereof.

SECTION 9: Default. (a) Each party hereto hereby agrees that it shall pay all monies and carry out all other duties and obligations agreed to be paid or performed by it pursuant to all of the terms and conditions set forth and contained in this Agreement.

(b) In the event of an alleged default by one of the parties hereto in any of the terms and conditions of this Agreement concerning the advancement of funds, then, within ten (10) days after written notice has been given by the nondefaulting parties to the defaulting party of the existence and nature of the default, the nondefaulting parties shall remedy such default by advancing the necessary funds or commencing to render the necessary performance.

(c) In the event of an alleged default by one or more of the parties hereto in any of the terms and conditions of this Agreement and the giving of notice as provided above, the defaulting party shall take all steps necessary to cure such default as promptly and completely as possible and shall pay promptly upon demand to the nondefaulting party or parties the total amount of money or the reasonable equivalent in money of nonmonetary performance, if any, paid or made by such nondefaulting party or parties in order to cure any default by the defaulting party, together with interest on such money or costs of nonmonetary performance at the commercial prime rate then in

effect at the largest commercial bank (in terms of deposits) doing business in Dallas County, Texas, or the maximum rate of interest legally chargeable, whichever is lesser, from the date of the expenditure of such money or the date of completion of such nonmonetary performance by such nondefaulting party or parties to the date of such reimbursement by the defaulting party.

(d) In the event that a party hereto shall dispute an asserted default by it, then such party shall pay the disputed payment or perform the disputed obligation, but may do so under protest. The protest shall be in writing, shall accompany the disputed payment or precede the performance of the disputed obligation, and shall specify the reasons upon which the protest is based. A copy of such protest shall be mailed by such party to the other parties hereto. Payments not made under protest shall be deemed to be correct, except to the extent that periodic or annual audits may reveal over or under payments by the parties hereto, necessitating adjustments. In the event it is determined that a protesting party is entitled to a refund of all or any portion of a disputed payment or to a refund of all or any portion of a disputed payment or payments or is entitled to the reasonable equivalent in money of nonmonetary performance of a disputed obligation theretofore made, then, upon such determination, the nonprotesting party or parties shall pay such amount to the protesting party or parties, together with interest thereon at the commercial bank (in terms of deposits) doing business in Dallas County, Texas, or at the maximum legal rate, whichever is the lesser, from the date of payment or of the performance of a disputed obligation to the date of reimbursement.

(e) In the event of a default by one or more of the parties hereto in the payment of performance of an obligation under this Agreement shall continue for a period of six (6) months or more without having been cured by the defaulting party or without such party having commenced or continued action in good faith to cure such default, or in the event the question of whether an act of default continues for a period of six (6) months following a final determination that an act of default or to commence such action during said six (6) month period, then, at any time thereafter while said default is continuing, the nondefaulting party or parties may, by written notice to the defaulting party, declare this Agreement to be terminated and direct the Management Committee to initiate proceedings to liquidate and dispose of the Facilities acquired and constructed hereunder in accordance with law and Section 17 hereof.

(f) In addition to the remedies hereinabove enumerated, a nondefaulting party hereto may seek and exercise shall other remedies authorized or permitted by law.

SECTION 10: Relationship of Parties. The covenants, obligations and liabilities of the Cities shall be several and not joint or collective. Each of the Cities shall be individually responsible for its own covenants, obligations and liabilities as

herein provided, and it is not the intention of the parties to create, nor shall this Agreement be construed as creating a partnership, association, joint venture or trust, as imposing a trust or partnership covenant, obligation or liability on or with regard to any of the Cities, or as rendering the Cities liable as partners or trustees. No City shall be under the control of or shall be under the control of or shall be deemed to control any other City a party hereto nor shall any City a party hereto be the agent of or have the right or power to bind any other City that is a party to this Agreement with respect to the Facilities.

SECTION 11: Force Majeure. In the event any party hereto is rendered unable, wholly or in part, by force majeure to perform any of its obligations under this Agreement (other than obligations to pay costs and expenses due) and upon such party giving notice and full particulars of such force majeure in writing or by telephone to the other parties hereto as soon as reasonably possible after the occurrence of the cause relied upon, the obligations of the party giving notice, so far as it is affected by such force majeure, shall be suspended during the continuance of any inability of performance so caused, but for no longer period. Telephone notices given under the provisions hereof shall be terminated by reason of any such cause but shall remain in full force and effect. The term "force majeure" shall mean any cause beyond the control of the party affected, including, but not restricted to, flood, earthquake, storm, fire, lightning, epidemic, war, acts of the public enemy, riot, civil disturbance or disobedience, strike, lockout, work stoppages, other industrial disturbances or dispute, labor or material shortage, sabotage, restraint by court order or other public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by the exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome.

Nothing contained herein shall be construed so as to require a party to settle any strike, lockout, work stoppage or other industrial disturbance or dispute in which it may be involved. A party hereto rendered unable to fulfill any of its obligations under this Agreement by reason of force majeure shall exercise due diligence to remove such inability with all reasonable dispatch.

SECTION 12: Governing Law. This Agreement shall be governed by the laws of the State of Texas, except as to matters exclusively controlled by the Constitution and Statutes of the United States of America.

SECTION 13: Term. This Agreement shall become effective when it has been duly executed and delivered on behalf of the parties hereto and shall remain in force and effect, subject to prior termination by unanimous agreement by the Cities as a result of an occurrence or circumstance described in Section 5 or 9

hereof, until the abandonment of the Facilities.

SECTION 14: Interests Acquired in the Name of an Individual City. Any City which acquires in its name an interest in any real or personal property or a contractual right which is part of the Facilities shall acquire and hold same subject to this Agreement and shall transfer and assign an undivided interest therein to the other Cities so that the ownership and rights of the Cities in such property or contract shall be as provided in Section 2 of this Agreement.

SECTION 15: Notices. Any notice, demand or request provided for in this Agreement shall be deemed properly served, given or made if delivered in person or sent by registered or certified mail, postage prepaid, to the addresses specified below:

City of Duncanville, Texas
P.O. Box 380280
Duncanville, Texas 75138-0280
Attn: City Manager

City of DESOTO, Texas
P.O. Drawer 550
DESOTO, Texas 75115
Attn: City Manager

City of Cedar Hill, Texas
P.O. Box 96
Cedar Hill, Texas 75104
Attn: City Manager

A City may, at any time, by written notice to the other Cities, designate different or additional persons or different addresses for the giving of notices hereunder.

SECTION 16: Miscellaneous Provisions. Each City agrees, upon request by the other Cities, to make, execute and deliver any and all documents and writings of every kind reasonably requested or required to implement this Agreement.

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and shall have no bearing upon the interpretation thereof.

Each term, covenant and condition of this Agreement is deemed to be an independent term, covenant and condition, and the obligation of any City to perform all of the terms, covenants and conditions to be kept and performed by it is not dependent upon the performance by the other City of any or all of the terms, covenants and conditions to be kept and performed by it.

In the event that any of the terms, covenants or conditions of this Agreement, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction in the premises, the remainder of such agreement, and the application of its terms, covenants or conditions to such persons or circumstances shall not be affected thereby.

The Cities do not intend to create rights in or to grant remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established therein.

Any waiver at any time by a City of its rights with respect to a default of any other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

SECTION 17: Liquidation of Facilities. Upon the termination of this Agreement for any reason, the Facilities shall be sold for cash or otherwise liquidated and the proceeds of sale shall be applied as follows:

1. To the discharge and payment of all liabilities and expenses associated with the operation and ownership of the Facilities then due and owing and to the payment of expenses of liquidation.

2. To remit to the Cities (after taking into account any adjustments, if any, to the undivided interest of the Cities in the Facilities resulting from a default or otherwise) on a pro rata basis according to their ownership interest in such Facilities, the surplus, if any, remaining from the liquidation of the Facilities.

Any such sale or disposition of the Facilities shall be by sealed bids and the Facilities shall be sold to the bidder submitting the highest dollar bid.

SECTION 18: Venue for Suit. Venue for any suit to interpret or enforce the terms of this agreement shall be in Dallas County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the 3rd day of September, 1991.

CITY OF DUNCANVILLE, TEXAS:

MAYOR

ATTEST:

CITY SECRETARY
(CITY SEAL)

CITY OF DESOTO, TEXAS:

MAYOR

ATTEST:

CITY SECRETARY
(CITY SEAL)

CITY OF CEDAR HILL, TEXAS:

MAYOR

ATTEST:

CITY SECRETARY
(CITY SEAL)

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider a Resolution authorizing the annual expenditure with the City of DeSoto for the operations and maintenance of the Southwest Regional Communications Center (SWRCC), in accordance with the terms of the Interlocal Agreement for Regional Dispatch, in an amount of $1,274,004, determined through the City of DeSoto's annual budgeting process.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Adrian Tijerina, Assistant Chief of Police
Ron Wilcots, Assistant Chief of Police
Matthew Stogner, Chief of Police

BACKGROUND/HISTORY:
The City Manager is requesting the City Council consider a resolution of ratification of a prior Council's decision, and specifically authorize the City Manager by Resolution, for documentation purposes, to execute documents and take steps to implement this action. In 1999, Duncanville, along with DeSoto and Cedar Hill entered an interlocal agreement for the operation of the regional dispatch and 911 call center known today as the Southwest Regional Communication Center (SWRCC). A new Interlocal Agreement was approved by the City Council at the November 15, 2011, Council meeting. A Resolution was not done, for record, at that time; however approval was given, via the record of the minutes. There are no changes to the Interlocal Agreement and the City of Duncanville continues to have a 1/3 financial share in the operations of the center.

In 2023 SWRCC fielded 285,590 911 calls. The breakdown of the calls were:
Duncanville - 67,231 police and 7,015 fire;
Cedar Hill - 61,649 police and 8,062 fire;
DeSoto - 118,079 police and 11,726 fire;

The City of DeSoto provides their budget estimates to the City typically in May of each year and the City will budget accordingly.

POLICY EXPLANATION:
The City Council will not be required to take further action in the future on this item, outside of the adoption of the annual budget, unless the agreement is amended or terminated.

The FY 2024-2025 annual share is $1,274,004.

FUNDING SOURCE:

ORG and Object Number
Regional Dispatch account - ORG 01055000 OBJ 700450

Available Budget	Purchase Amount	After Encumber
$1,319,574.74	$1,274,004	$45,570.74

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

ATTACHMENTS:
Resolution No. - 2024-352 - ILA - Regional Dispatch - Pdf

RESOLUTION NO. 2024-352

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE ANNUAL EXPENDITURE WITH THE CITY OF DESOTO FOR THE OPERATIONS AND MAINTENANCE OF THE SOUTHWEST REGIONAL COMMUNICATIONS CENTER (SWRCC), IN ACCORDANCE WITH THE TERMS OF THE INTERLOCAL AGREEMENT FOR REGIONAL DISPATCH, IN AN AMOUNT OF $1,274,004, DETERMINED THROUGH THE CITY OF DESOTO'S ANNUAL BUDGETING PROCESS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 3, 1999, the City entered into an Interlocal Agreement with the City of DeSoto and City of Cedar Hill for the purpose of establishing and maintaining a regional dispatch center; and

WHEREAS, on December 29, 2011, the original agreement was terminated and a new Interlocal Agreement was executed; and

WHEREAS, pursuant to the Agreement, the Cities each share in 1/3, or 33.3%, of the cost and the City Council of the City of Duncanville desires to pay its annual share in accordance with said Agreement and the City of DeSoto's annual budget.

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

SECTION 1. The annual expenditure for the Southwest Regional Communications Center (SWRCC), as indicated in the City of DeSoto's annual budget of $1,274,004, is hereby approved for FY 2025 and for future years, in accordance with the Agreement, and authorizes the City Manager, or designee, to execute the necessary documents.

SECTION 2. That this Resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of November, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STATE OF TEXAS §
§ INTERLOCAL COOPERATION AGREEMENT
COUNTY OF DALLAS § FOR REGIONAL DISPATCH

This Interlocal Cooperation Agreement for Regional Dispatch ("Agreement") is made and entered into by and among the City of Duncanville, Texas, ("Duncanville"), the City of DeSoto, Texas, ("DeSoto") and the City of Cedar Hill, Texas, ("Cedar Hill"), each of said Cities being a municipal corporation organized and operating under the laws of the State of Texas (the "Participating Cities").

RECITALS:

WHEREAS, the Participating Cities entered into an Interlocal Cooperation Agreement on June 3, 1999 (the "Original Agreement") for the purpose of establishing and maintaining a regional dispatch center known as the Regional Dispatch Center (the "Center"); and

WHEREAS, the Original Agreement contained conditions that to date have not been implemented and to do so would be cost prohibitive and implementing such conditions are no longer in the best interest of the Participating Cities; and

WHEREAS, the Participating Cities desire to terminate the Original Agreement and enter into a new Interlocal Agreement; and

WHEREAS, this Agreement and the activities described herein are authorized by the Interlocal Cooperation Act, Chapter 791 of the Tex. Gov't Code; and

WHEREAS, the Center will continue to provide improved police, fire, medical aid, and emergency service communications at a minimum cost to the Participating Cities, and for other governmental units as may hereinafter contract with the Participating Cities for communication services; and

WHEREAS, the Participating Cities desire to provide consolidated telephone, radio and alarm communications and dispatching services;

NOW THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth and other valuable consideration the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article I
Center Site

The Regional Dispatch Center (the "Center") shall be located in DeSoto, on land and in a building provided by DeSoto, located at 200 South Parks Drive, DeSoto (the "Center Site"). The Center shall have the responsibility and authority, among others, for emergency service communications and functions incidental thereto, for the purpose of communicating and dispatching in the furtherance of public safety and emergencies within the Participating Cities. In

addition, the Center may also provide service for other municipal corporations or governmental entities existing within the logical physical service area and which are in need for such emergency service communications. Any agreement with such additional governmental entities shall be in writing and approved by the Management Committee as provided herein.

Article II
Cost Allocation

Each of the Participating Cities, subject to adjustments as provided herein, shall own an undivided thirty-three-and-one-third percent (33 1/3%) of the Center, including all equipment, facilities and furnishings, but excluding the Center Site (the land and building on which the Center is located) which shall remain the property of DeSoto.

Article III
Financial Obligations

3.1 Each of the Participating Cities represents and covenants that its financial obligations and liability hereunder with respect to the Center shall constitute operating expenses of the Participating Cities' general fund payable from funds annually budgeted and appropriated therefore or in meeting acquisition costs or may consist of funds derived from each of the Participating Cities' ability to borrow funds or issue debt in accordance with state law.

3.2 Each Participating City shall be responsible for obtaining and providing from its current available revenue for the funding for the operation, maintenance, and equipment for the Center in accordance with an allocation formula to be agreed upon by the Management Committee to be set forth in a separate instrument to be attached hereto as Exhibit "A" and incorporated herein for all purposes (the "Financial Allocation Formula"). The Financial Allocation Formula shall provide for: (i) the allocation of the annual cost of operation; and (ii) the allocation of the cost of capital expenditures or other improvements. The Financial Allocation Formula shall be reviewed annually and may be adjusted from time to time by the Management Committee. The Financial Allocation Formula shall be established on or before June 1 of each year for the ensuing fiscal year of the Participating Cities.

(a) Operational Costs: Operational costs shall be allocated among the Participating Cities in accordance with the Financial Allocation Formula. All revenue and income derived from the operation of or generated by the Center shall be applied to the operational costs of the Center.

(b) Capital Expenditures: If at any time during the term of this Agreement it shall become necessary to provide additional funding for additional equipment, facilities, or to make improvements to or for the betterment of the Center, each of the Participating Cities shall provide such additional funding as approved by the Management Committee.

Article IV
Term

The term of this Agreement shall be for one (1) year commencing on the last date all of the Participating Cities have executed the Agreement (the "Effective Date"), and shall automatically renew for successive one (1) year terms on the anniversary of the Effective Date thereafter, unless terminated by written agreement of all Participating Cities.

Article V
Withdrawal of Participating City

Any Participating City may withdraw and terminate its participation, ownership of the Center, and its obligations under this Agreement by providing written notice to the other Participating Cities at least nine (9) months prior to the expiration of the then current term. The withdrawal of a Participating City shall be effective upon the expiration of the then current term immediately following proper notice thereof. In the event of withdrawal of a Participating City, ("Withdrawing City"), such Withdrawing City forfeits all right, title, interest and ownership of the Center and all property which such Withdrawing City contributed, conveyed, assigned or transferred to the other Participating Cities for the operation of the Center. The Withdrawing City agrees and covenants to execute, without additional consideration, any licenses, easements, assignments, documents or agreements as may be necessary to sell, transfer, assign and convey such Withdrawing City's right, title, interest and ownership of the Center and all property which such Withdrawing City contributed, conveyed, assigned or transferred to or for the operation of the Center. The obligations and covenants of a Withdrawing City herein shall survive such Withdrawing City's termination under this Agreement pursuant to this paragraph. Upon withdrawal, such Withdrawing City shall take all actions necessary and reasonably requested by the other Participating Cities and the Management Committee to transfer ownership of the Center Property and assign any applicable licenses or other related agreements or instruments. In event of withdrawal of a Participating City, the non-withdrawing Participating Cities may continue the Center, or to cease operation of the Center, terminate this Agreement and liquidate the Center as provided herein.

Article VI
Property of the Center

In the event of withdrawal, such Withdrawing City agrees and covenants during the term of this Agreement to lease, license and allow the Center and the other Participating Cities to use any tower, above ground water storage facility or other improvements on which Center Property is located or attached provided the Center's use thereof does not unreasonably interfere with such Withdrawing City's use of such facilities. In the event a Participating City or a Withdrawing City, at any time determines that the relocation or removal of Center Property from such City's property shall be necessary for such City's use of the property, the Management Committee shall at the Center's sole cost and expense make or cause to be made such modifications or relocation of said Center Property from such City's property so as not to interfere with such City's use of the property. A minimum of ninety (90) days prior written notice for the exercise of the above action shall be given by such City.

Article VII
Administration and Management

7.1 In order to provide for the orderly operation of the Center, the Participating Cities hereby establish a Management Committee, which shall consist of the City Manager of each of the Participating Cities or their designee. The Management Committee shall provide for the management and operation of the Center for and on behalf of the Participating Cities and except as otherwise provided herein, a majority vote of the members of the Management Committee shall govern and control all actions with each member having an equal vote.

7.2 The Management Committee shall annually cause to be prepared an operating budget pertaining to the operation and management of the Center for the ensuing period from October 1 to September 30 of each calendar year. Such annual operating budget shall, to the extent possible, be completed and approved by the Management Committee and submitted to the Participating Cities before June 1 of each year. The Management Committee shall also cause to be prepared an annual capital expenditure budget and a five (5) year capital improvement program for any additional equipment or required improvements to or for the Center to be initially prepared concurrent with the first annual operating budget, and updated each year thereafter.

7.3 The Management Committee shall cause to be prepared and maintained full and accurate books of accounts and records reflecting the condition of the business and finances of the Center. Each Participating City, or its authorized representative, shall have access to such books of accounts and records, and shall be entitled to examine them at any time. At the end of each fiscal year, the Management Committee shall cause to be prepared a statement of operations and financial condition or other appropriate document for the fiscal year then ending, and file a copy of the same with the City Manager of each of the Participating Cities.

7.4 The Management Committee shall appoint a Director of the Center. The Director shall be an employee of DeSoto, and shall advise the Management Committee from time to time on proposed budgets and all other appropriate issues relating to the Center. The Director shall be responsible for the day to day operations of the Center, including the supervision and discipline of all employees of the Center. All employees of the Center shall be employees of DeSoto.

7.5 A Technical Committee consisting of the police chief and fire chief of each Participating City and the Director of the Center is hereby created to provide recommendations to the Management Committee relating to policy, procedures, equipment, technology and operations for the Center.

7.6 Each Participating City shall retain the responsibility and authority for its own operational departments, and for such equipment and services as are required at its place of operation to interconnect to the Center's operations. Interconnecting equipment and services shall be paid by the requesting party unless otherwise agreed to by the Management Committee.

Article VIII
Sale or Disposition

Except as provided herein, no Participating City may sell, transfer or assign its interest in the Center or any of its rights or obligations under this Agreement without the prior written consent of each of the other Participating Cities.

Article IX
Casualty

If the Center or any part thereof is taken for public purposes by condemnation as a result of any action or proceeding in eminent domain or transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain or is damaged or destroyed by fire or other casualty to the extent that the estimated costs of repairs, replacement or reconstruction does not exceed one hundred percent (100%) of the aggregate amount of the insurance proceeds paid as a result thereof, covering the costs of the repairs, replacement or reconstruction of the Center, the Participating Cities, unless otherwise unanimously agreed, shall repair, replace or reconstruct the Center to substantially the same general condition prior to such fire or casualty. In such event, the estimated costs of repairs, replacement or reconstruction exceeds one hundred percent (100%) of the aggregate amount of insurance or condemnation proceeds paid as a result thereof, covering the cost of the repairs, replacement or reconstruction of such Center, the Participating Cities shall, upon unanimous agreement, repair, replace or reconstruct the Center to substantially the same general condition prior to such taking, fire or casualty. Any costs of repair, replacement or reconstruction in excess of insurance or condemnation proceeds paid shall be allocated among the Participating Cities according to their prorated ownership of the Center unless agreed otherwise. Any Participating City that does not agree to repair, replace or reconstruct the Center shall be deemed a withdrawing Participating City under the provisions of Article V.

Article X
Center Site Relocation

In the event that DeSoto, in its sole discretion, determines that the Center Site is required for other municipal purposes or uses for DeSoto, the Center shall be relocated at the cost of the Participating Cities, provided an alternate site (land and building) suitable for the Center is provided by DeSoto. In the event DeSoto does not provide an Alternate Site for the Center, the Participating Cities shall acquire another site and equally share all costs of such acquisition. DeSoto shall be required to give the Participating Cities a minimum of twenty-four (24) months notice prior to requiring the Center Site to be relocated.

Article XI
Insurance

11.1 The Management Committee Shall review the insurance coverage, including the insurable values, limits, deductibles, retentions and other special terms, and the insurance carriers from which such insurance is to be obtained with respect to the Center.

(a) All policies of insurance shall:

(i) provide insurable values, limits, deductibles, retentions and other special terms as determined by the Management Committee;

(ii) list as loss payees or additional insureds the Participating Cities (as their interests may appear);

(iii) contain endorsements providing for positive notice of cancellation to all parties listed as named or additional insureds;

(iv) contain endorsements providing that the insurance is primary insurance for all purposes; and

(v) contain cross-liability endorsements for comprehensive bodily injury liability and property damage liability coverages.

11.2 Each Participating City, at its expense, shall have the right to secure such additional or different insurance as may be required or determined to be appropriate.

Article XII
Release and Indemnification

12.1 Each Participating City hereto agrees to waive all claims against, release, and otherwise hold the other Participating Cities, their officers, agents and employees in both public and private capacity harmless from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of use of any property arising out of or in any way connected to the acquisition and operation of the Center, including any acts or omissions of the parties' respective officials, officers, agents or employees relating to or arising out of the performance of this Agreement, except when such claim or demand results from the intentional tort and/or gross negligence of a party hereto.

12.2 In the event any claim or demand arises out of or results from the intentional tort and/or gross negligence of a party hereto, then in that event, the party guilty of such intentional tort and/or gross negligence shall indemnify and hold harmless other Participating Cities (innocent of any intentional tort or gross negligence) of and from all liability, claims, suits, demands, losses, damages and attorneys' fees resulting from the intentional tort and/or gross negligence.

12.3 In the normal claim or case which does not result or arise from the intentional tort or gross negligence of any Participating City, it is the agreement of the Participating Cities that each shall be responsible for one-third (1/3) of the payment of any and all liability, claims, suits, demands, losses, damages and attorneys' fees, including all cost of litigation or settlement. Under such circumstances, in no event shall a Participating City be liable for damages other than for one-third (1/3) of such costs.

12.4 It is expressly understood and agreed that, in the execution of this Agreement, no Participating City waives, nor shall be deemed hereby to or waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Participating Cities do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any party not a signatory hereto. The remedies of a Participating City hereto with respect to a claim against another Participating City hereto shall not be impaired by this Agreement when the claim does not arise of the acquisition and operation of the Center or any portion thereof.

Article XIII
Default

13.1 In the event any Participating City shall fail to perform any financial obligation hereunder, any one or more non-defaulting Participating Cities shall give written notice of such failure, and if the defaulting Participating City has not cured such failure within ten (10) days after receipt of such written notice, any one or more of the non-defaulting Participating Cities shall have the right to cure such failure and recover from the defaulting Participating City the amount of money paid, if any, by the non-defaulting Participating Cities to cure such failure, with interest at the highest rate allowed by law.

13.2 In the event any Participating City shall fail in the performance of any of the following conditions: (i) breaches any of the terms and conditions of this Agreement; or (ii) has an event of Bankruptcy or Insolvency, then such Participating City shall be in default of this Agreement, if such failure is not cured within thirty (30) days after written notice of such failure from any one or more non-defaulting Participating Cities. For purposes hereof, an "Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of Participating City's existence as an on-going business, insolvency, appointment of receiver for any part of Participating City's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Participating City and such proceeding is not dismissed within ninety (90) days after the filing thereof. The rights and ownership interests of such defaulting Participating City under this Agreement shall be terminated without further notice provided that such defaulting Participating City shall have such additional time to cure as may be required in the event of "Force Majeure." For this purpose, "Force Majeure" shall mean any contingency or cause beyond the reasonable control of Participating Cities including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by intentional acts or omissions of Participating Cities), fires, explosions or floods, strikes, slowdowns or work stoppages or delays by the Participating Cities. As liquidated damages in the event of such default, the ownership interest of such defaulting Participating City in the Center shall be forfeited to the non-defaulting Participating Cities according to their pro-rata ownership thereof, and the rights of the defaulting Participating City under this Agreement shall be terminated. The parties acknowledge that actual damages in the

event of default termination would be speculative and difficult to determine.

Article XIV
Relationship of Parties

The covenants, obligations and liabilities of the Participating Cities shall be several and not joint or collective. Each of the Participating Cities shall be individually responsible for its own covenants, obligations and liabilities herein. It is not the intention of the parties to create, nor shall this Agreement be construed as creating a partnership, association, joint venture or trust, as imposing a trust or partnership covenant, obligation or liability on or with regard to any of the Participating Cities.

Article XV
Governing Law

The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in a court of competent jurisdiction.

Article XVI
Notice

16.1 Any notice, demand or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States mail, postage prepaid, certified mail, addressed to the party at the address set forth below:

DUNCANVILLE: City of Duncanville, Texas
P. O. Box 380280
Duncanville, Texas 75138
Attn: City Manager

DESOTO: City of DeSoto, Texas
P. O. Drawer 550
DeSoto, Texas 75115
Attn: City Manager

CEDAR HILL: City of Cedar Hill, Texas
285 Uptown Blvd.
Cedar Hill, Texas 75104
Attn: City Manager

16.2 Any party may, at any time, by written notice to the other Participating Cities, designate different or additional persons or different addresses for the giving of notices hereunder.

Article XVII
Liquidation of Center

Upon the termination of this Agreement, all equipment and property associated with the Center (excluding the Center Site, the land and building) shall, to the extent allowed by law, be sold for the fair market cash value in a private sale, or pursuant to notice and competitive bidding or by auction and the sale proceeds distributed to the then remaining Participating Cities according to their pro rata ownership thereof.

Article XVIII
Entire Agreement

This Agreement is the entire agreement with regard to the Center. There is no other collateral or oral agreement among the parties that in any way relates to the subject matter of this Agreement.

Article XIX
Binding Arbitration

Any dispute arising under this Agreement shall be submitted to binding arbitration, the cost of which is shared equally by all parties. The arbitrator shall be selected by the consent of all parties, and if none can be agreed upon, a panel of three shall be selected from the American Arbitration Association with each Participating City selecting one panel member. There shall be no judicial review from any panel decision.

Article XX
Additional Participating Cities

Additional cities or other governmental entities may become Participating Cities under the terms of this Agreement by an appropriate amendment to this Agreement approved by the governing body of each of the Participating Cities.

Article XXI
Center Services

Additional cities or other governmental entities may contract with the Participating Cities for services to be provided by the Center under terms and conditions to be set forth in a separate instrument approved by the Management Committee. Revenue from Center services shall, except as provided by Exhibit "A", be used to offset or reduce operational costs for the Center unless otherwise agreed by the Management Committee.

Article XXII
Exhibits

The Exhibits to this Agreement are incorporated herein by reference.

Article XXIII
Amendment

This Agreement may be amended by the written agreement of all parties hereto.

Article XXIV
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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

(signature page to follow)

EXECUTED this 29 day of DECEMBER, 2011.

City of Duncanville, Texas

By: Jeanne Fralicks-Heard
Jeanne Fralicks-Heard, Interim City Manager

EXECUTED this 29 day of DECEMBER, 2011.

City of DeSoto, Texas

By: _____
Tarron J. Richardson, Ph.D., City Manager

EXECUTED this 29 day of DECEMBER, 2011.

City of Cedar Hill, Texas

By: _____
Alan E. Sims, City Manager

EXHIBIT "A"
COST ALLOCATION FORMULA

Cost allocation for Center operation shall be as follows:

Cedar Hill	33.33%
DeSoto	33.33%
Duncanville	33.33%

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider a Resolution awarding a bid and authorizing an interlocal purchasing agreement with TIPS USA Automobiles 210907 to purchase three (3) Dodge Charger Police Patrol Vehicles (PPV) to include upfitting and painting in the expenditure amount not to exceed $225,000.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Bryant; Director of Public Works
Matthew Stogner, Chief of Police
Adrian Tijerina; Assistant Chief of Police

BACKGROUND/HISTORY:
The Equipment Services Division of the Public Works Department manages the City's fleet equipment and vehicles. As a part of that process, Equipment Services reviews the Fleet Rotation Program annually to determine which vehicles have reached the end of their useful lives and need replacement and their replacement schedules. Factors considered include vehicle/equipment age, mileage/hours used, and maintenance history and requirements. Vehicle and equipment replacement and acquisition recommendations are reviewed with representatives of the various departments, and funds are allocated in the next year's budget for new and replacement vehicles and equipment, as appropriate.

The police vehicles to be replaced include three (3) 2020 Chevrolet Tahoe PPVs. Two of these vehicles are currently inoperable due to electrical or mechanical issues. All have reached the end of their useful lives as police patrol vehicles.

Due to the inability to obtain an estimated time of arrival for the replacement Chevrolet Tahoe PPVs, the Police Department has located three (3) Dodge Charger PPVs on the dealership's parking lot that we can obtain upon the passing of this resolution.

Silsbee Fleet Services (Vehicle / Painting / Upfitting):
Total – $216,625.20 Per Vehicle – $72,208.40

Motorola Solutions:
Total – $947.70 Per Vehicle – $315.90

Axon:
Total – $1,722.00 Per Vehicle – $574.00

Cumulative Totals:
Total – $219,294.90* Per Vehicle – $73,098.30

*Overage factored in for price contingencies

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

FUNDING SOURCE:

ORG and Object Number
415-700885 (Fleet/Equip Rpr/Rplace/Motor Vehicles)

Available Budget	**Purchase Amount**	**After Encumber**
$956,778.00	$225,000.00	$731,778.00

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

ATTACHMENTS:
Attachment 1 - Resolution No. - 2024-335 - Three Dodge Charger Police Vehicles - with Exhibits

RESOLUTION NO. 2024-335

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF THREE DODGE CHARGER POLICE PATROL VEHICLES THROUGH THE INTERLOCAL PURCHASING SYSTEM TIPS USA AUTOMOBILES CONTRACT NUMBER 210907 TO INCLUDE UPFITTING AND PAINTING IN THE EXPENDITURE AMOUNT NOT TO EXCEED $225,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of Duncanville has entered into an interlocal purchasing agreement with TIPS USA for products and services; and

WHEREAS, the interlocal purchasing agreement has taken competitive sealed bids and awarded a contract for Dodge Charger Police Patrol Vehicles; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award an interlocal purchasing agreement to purchase three Dodge Charger vehicles through TIPS USA to include upfitting and painting, in the expenditure amount not to exceed $225,000.00, and authorizes the City Manager to execute the necessary documents related to said expenditures; and

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes an interlocal purchasing agreement to purchase four Dodge Charger vehicles through TIPS USA to include upfitting and painting in the expenditure amount not to exceed $225,000.00 and authorizes the City Manager to execute the necessary documents related to said expenditures.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of November, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- DONALSON CDJR, 1305 Hwy 96 BYPASS , Silsbee TX 77656

End User: CITY OF DUNCANVILLE PD
Contact:
Email:
Product Description: DODGE CHARGER POLICE

Prepared by: SETH GAMBLIN
Phone: 512.436.1313
Email: SGAMBLIN.SILSBEEFLEET@GMA
Date: October 29, 2024

A. **Bid Item:** **A. Base Price:** $ 40,107.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
LDDE48	2023 DODGE CHARGER POLICE				
EZH	5.7L V8 HEMI ENGINE RWD				
X5	HD CLOTH BUCKET SEATS W VINYL REA	$ 135.00			
AWC	FLEET SAETY GROUP	$ 395.00			
	EXTERIOR MIRRORS W/ HEAT	INC			
	BLIS	INC			

Total of B. Published Options: $ 530.00

Published Option Discount (5%) $ (26.50)

C. **Unpublished Options** **$=** 76.5 **%**

Description	Bid Price	Options	Bid Price
		EXTERIOR COLOR- BLACK	
ROOF AND 1/2 DOORS WHITE	$ 1,995.00	INTERIOR - X5	
NEED PHOTO			
DANA FORT WORTH 550709	$ 29,086.65		

Total of C. Unpublished Options: $ 31,081.65

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Contract Price Adjustment:**

G. **Additional Delivery Charge:** 295 **miles** $ 516.25

H. **Subtotal:** $ 72,208.40

I. **Quantity Ordered** 3 **x H =** $ 216,625.20

J. **Trade in:** $ -

K. Page 3 of 10

L. **Total Purchase Price** $ 216,625.20

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-633488-45596.667JW

Issued: 10/31/2024

Quote Expiration: 11/22/2024

Estimated Contract Start Date: 10/31/2024

Account Number: 170572

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Duncanville Police Department 203 E WHEATLAND RD DUNCANVILLE, TX 75116-4824 USA	Duncanville Police Dept. - TX 203 E WHEATLAND RD DUNCANVILLE TX 75116-4824 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jerrod Wilson Phone: 903-830-5660 Email: jewilson@axon.com Fax:	Adrian Tijerina Phone: 1-972-780-5038 Email: atijerina@ci.duncanville.tx.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$1,722.00
ESTIMATED TOTAL W/ TAX	$1,722.00

Discount Summary

Average Savings Per Year	$0.00
TOTAL SAVINGS	$0.00

Payment Summary

Date	Subtotal	Tax	Total
Dec 2024	$1,722.00	$0.00	$1,722.00
Total	**$1,722.00**	**$0.00**	**$1,722.00**

Quote Unbundled Price:	**$1,722.00**
Quote List Price:	**$1,722.00**
Quote Subtotal:	**$1,722.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	3			$249.00	$249.00	$747.00	$0.00	$747.00
100150	AXON FLEET 3 - WIRING KIT REFRESH	3			$325.00	$325.00	$975.00	$0.00	$975.00
Total							**$1,722.00**	**$0.00**	**$1,722.00**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	100150	AXON FLEET 3 - WIRING KIT REFRESH	3	1	10/31/2024
A la Carte	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	3	1	10/31/2024

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	203 E WHEATLAND RD	DUNCANVILLE	TX	75116-4824	USA

Payment Details

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Payment	100150	AXON FLEET 3 - WIRING KIT REFRESH	3	$975.00	$0.00	$975.00
Payment	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	3	$747.00	$0.00	$747.00
Total				**$1,722.00**	**$0.00**	**$1,722.00**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed



MOTOROLA SOLUTIONS

QUOTE-2827819
Dash to Remote Conversion Kit (3)

Billing Address:
DUNCANVILLE, CITY OF
330 SHADY TRL
DUNCANVILLE, TX 75137
US

Quote Date:10/29/2024
Expiration Date:01/27/2025
Quote Created By:
Collin Wetzel
collin.wetzel1@
motorolasolutions.com

End Customer:
DUNCANVILLE, CITY OF
Ronald McCarty

Contract: FORT WORTH (HGAC RA05-21)

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ Control Head/Mounting Kits/DEK BOX/Multiplexers				
1	H1936A	E5 MP ENH DASH TO E5 MP ENH REMOTE MOUNT	3	$219.00	$657.00
1a	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX	3		
2	HSN4031B	SPEAKER MODULE ASSEMBLY,EXT SPKR 7.5W	3	$52.27	$156.81
3	HAF4013A	7/8/900 MHZ WIDEBAND LOW PROFILE, 3DB GAIN THROUGH HOLE NMO MOUNT	3	$44.63	$133.89

Grand Total $947.70(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
A Resolution of the City Council of the City of Duncanville, Texas, Approving the Terms and Conditions of the Settlement and Release Agreement, by and between Casey Lending LLC and the City of Duncanville, Texas.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Victor Barerra, Economic Development Director
Coye Dube, Executive Assistant

BACKGROUND/HISTORY:
RESOLUTION NO. 2024-374
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE SETTLEMENT AND RELEASE AGREEMENT, BY AND BETWEEN CASEY LENDING LLC. AND THE CITY OF DUNCANVILLE, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

SECTION 1. That the City Council of the City of Duncanville does hereby approve the terms and conditions of a Settlement and Release Agreement by and between Casey Lending and the City of Duncanville, Texas, in which such agreement is attached hereto as Exhibit "A"; and authorize the City Manager on behalf of the City of Duncanville to execute said agreement.

POLICY EXPLANATION:
RESOLUTION NO. 2024-374
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE SETTLEMENT AND RELEASE AGREEMENT, BY AND

BETWEEN CASEY LENDING LLC. AND THE CITY OF DUNCANVILLE, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

SECTION 1. That the City Council of the City of Duncanville does hereby approve the terms and conditions of a Settlement and Release Agreement by and between Casey Lending and the City of Duncanville, Texas, in which such agreement is attached hereto as Exhibit "A"; and authorize the City Manager on behalf of the City of Duncanville to execute said agreement.

FUNDING SOURCE:

ORG and Object Number
N A

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Adopt the Resolution Approving the Terms and Conditions of the Settlement and Release Agreement, by and between Casey Lending LLC and the City of Duncanville, Texas
2. Do not adopt the Resolution Approving the Terms and Conditions of the Settlement and Release Agreement, by and between Casey Lending LLC and the City of Duncanville, Texas
3. Other actions as directed by Council.

ATTACHMENTS:
Duncanville.RESO No. 2024-374 Authorizing City Signature for SettlementandRelease-Casey 4883-0059-5448 v.1 (002)
City of Duncanville-Settlement and Release Agreement-Casey

RESOLUTION NO. 2024-374

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE SETTLEMENT AND RELEASE AGREEMENT, BY AND BETWEEN CASEY LENDING LLC. AND THE CITY OF DUNCANVILLE, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville and Casey Lending, LLC., entered into said Settlement and Release Agreement in order to provide for the release of Property Tax Liens against the real property located at 727 S. Cockrell Hill Rd., Duncanville, TX 75137; and

WHEREAS, Casey is entitled to the current, collective amount of Three Hundred Twenty-Two Thousand Fifty Two and 98/100ths ($322,052.98) Dollars pursuant to its tax lien contracts, tax liens and the Judgement referenced as that one certain *Cause No. TX-17-01635; Dallas County, et al. vs. Duncanville Real Estate, LLC.:* In the 44th Judicial District Court of Dallas County, Texas; and

WHEREAS, the parties have reached a compromise and settlement of all outstanding claims.

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

SECTION 1. That the City Council of the City of Duncanville does hereby approve the terms and conditions of a Settlement and Release Agreement by and between Casey Lending and the City of Duncanville, Texas, in which such agreement is attached hereto as Exhibit “A”; and authorize the City Manager on behalf of the City of Duncanville to execute said agreement.

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

DULY PASSED and approved by the City Council of the City of Duncanville, Texas, on this the _____ day of _____ 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

SUIT NO.: TX-17-01635

CITY OF DUNCANVILLE, ET AL., ***Plaintiffs,***	§	**IN THE DISTRICT COURT**
	§	**44th JUDICIAL DISTRICT**
v.	§	
DUNCANVILLE REAL ESTATE, LLC., ET AL., ***Defendants.***	§	**DALLAS COUNTY, TEXAS**

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Settlement Agreement") is made and entered into by and among:

"Tax Lien Holder": CASEY LENDING, LLC., successor in interest to Propel Financial Services, LLC., as Agent and Attorney-in-Fact for Propel Funding National 1, LLC. ("Casey")

"Property Owner": CITY OF DUNCANVILLE

(each a "Party" and, collectively, the "Parties").

RECITALS

WHEREAS, Casey claims valid ad valorem property tax liens against the real property located at 727 S. Cockrell Hill Rd., Duncanville, TX 75137, and more particularly described as:

> LOT 1 OF CHAMMEYVILLE JUNCTION IN THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS, AS SHOWN BY THE WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 20070416969 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND MORE COMMONLY ADDRESSED AS 727 SOUTH COCKRELL HILL ROAD, THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS.

(the "Property");

WHEREAS, Casey claims priority ad valorem tax liens against the Property by virtue of those five (5) certain Tax Lien Contracts dated June 17, 2010, March 22, 2011, March 29, 2012, February 26, 2013, and February 19, 2014, and recorded as Document Nos. 201000168211, 201100075801, 201200124912, 201300071007 and 201400042202, respectively, in the Official Public Records of Dallas County, Texas, said liens having been transferred by the appropriate taxing authorities and memorialized by documents recorded as Document Nos. 200900128500, 201000220899, 201100129008, 201200124934, 201300099151 and 201400055109 in the Official Public Records of Dallas County, Texas (the "Lien"); and

WHEREAS, the above-referenced tax liens were reduced to judgment and ordered foreclosed on November 21, 2018 under that one certain *Cause No. TX-17-01635; Dallas County, et al. vs. Duncanville Real Estate, LLC.:* In the 44th Judicial District Court of Dallas County, Texas; and

WHEREAS, Casey is entitled to the current, collective amount of Three Hundred Twenty-Two Thousand Fifty Two and 98/100ths ($322,052.9) Dollars pursuant to its tax lien contracts, tax liens and the Judgment referenced above; and

WHEREAS, the City of Duncanville now desires to hold title to the Property free and clear from Casey's tax liens and judgment liens; and

WHEREAS, the Parties now desire to enter into this Settlement Agreement in order to provide for the release of Casey's Liens against the Property and full settlement and discharge of all claims which either Party has against the other, upon the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the payment and mutual promises set forth herein, the Parties agree as follows:

1.0 **Release and Discharge**

1.1 **Casey's Release:** Casey completely waives, releases and discharges the City of Duncanville, its predecessors, assigns, successors in interest and counsel from any and all past or present claims, causes of action, express or implied warranties, statutory warranties, damages, expenses, and compensation of any nature whatsoever, whether based in contract, tort, statute, the Uniform Commercial Code as adopted in Texas, the Deceptive Trade Practices Act (TEX. BUS. & COMM. CODE ANN. § 17.41, et seq.), or other theory of recovery, whether known or unknown, for actual or punitive damages, which Casey now has, including any claim which may

accrue or arise out of the incidents or allegations described in the Recitals or other claims related to title the Property.

1.2 **City of Duncanville Release:** The City of Duncanville completely waives, releases and discharges Casey, its predecessors, assigns, successors in interest and counsel from any and all past or present claims, causes of action, express or implied warranties, statutory warranties, damages, expenses, and compensation of any nature whatsoever, whether based in contract, tort, statute, the Uniform Commercial Code as adopted in Texas, the Deceptive Trade Practices Act (TEX. BUS. & COMM. CODE ANN. § 17.41, et seq.), or other theory of recovery, whether known or unknown, for actual or punitive damages, which the City of Duncanville now has, including any claim which may accrue or arise out of the incidents or allegations described in the Recitals or other claims related to title the Property.

1.3 **Applies to Successors and Assigns.** The release and indemnity provisions shall also apply to each Party's successors, assigns, affiliates, legal representatives, agents, executors, administrators, personal representatives, heirs, transferees, beneficiaries, devisees, trustees, attorneys, insurers, and assigns.

1.4 **Compromise of Claims.** It is understood and agreed by the Parties that this settlement is a compromise of doubtful and disputed claims, whether known or unknown. It is further understood and agreed by the Parties that there is a risk that subsequent to the execution of the Settlement Agreement, a Party will discover claims which were unknown or unanticipated at the time the Agreement was executed, which if known by said Party on the date the Agreement's execution may have materially affected its decision to execute the Agreement. The Parties understand that by reason of the Agreement, each Party is assuming the risk of such unknown claims and agrees that the release contained herein shall apply to any and all such claims.

1.5 **No Admission of Liability.** The foregoing releases shall not be construed as an admission of liability on the part of either Party. Any and all liability is expressly denied by each Party, respectively.

2.0 **Consideration:** In consideration of the releases and the provisions set forth above and in this Settlement Agreement:

2.1 **Payment:** The City of Duncanville agrees to pay Casey the total sum of TWO HUNDRED THREE THOUSAND AND NO/100 DOLLARS ($203,000.00) by cashier's check or other certified funds, payable to: Casey Lending, LLC., no later than fifteen (15) days after this Agreement has been executed by all Parties.

2.2 **Release of the Lien:** Casey agrees to execute releases of its liens (contracts, tax liens and judgment lien) claimed against the Property and to record same in the Official Public Records of Dallas County, Texas within fourteen (14) days from its receipt of the payment described in Section 2.1 above.

3.0 **Responsibility for Liens and Tax Liability:** Each Party agrees that he/she/it shall have responsibility for tax liability or consequences, if any, whether assessed by a federal, state, or local taxing authority, arising from the consideration received by said Party hereunder.

4.0 **Attorneys' Fees.** Each Party hereto shall bear its own attorney's fees and costs arising from the actions of its own counsel in connection with the litigation, this Settlement Agreement, and all related matters.

5.0 **Warranty of Capacity to Execute Agreement.** Each Party represents and warrants that no other person or entity has, or has had, any interest in the claims or causes of action referred to in this Settlement Agreement or arising out of the incidents or allegations described in the Recitals; that each Party has the sole right and exclusive authority to execute this Settlement Agreement and receive the consideration specified in it; and that each Party has not sold, assigned, conveyed or otherwise disposed of any of the claims or causes of action referred to in this Settlement Agreement.

6.0 **Representation of Comprehension of Document and Waiver of Reliance.**

6.1 In entering into this Settlement Agreement, each Party represents that said Party is relying on the advice of said Party's respective counsel, who is the counsel of said Party's own choosing, in entering into this Settlement Agreement; that each Party has fully read and understands the terms and conditions of this Settlement Agreement; and that each Party enters into this Agreement voluntarily.

6.2 In entering into this Agreement, each Party expressly represents that it has not considered or relied upon any statement, assertion, communication, promise, or representation, whether written or oral, made by the other Party or the other Party's counsel regarding the meaning or consequences of any provision of this Agreement, except for the terms of this Agreement itself.

7.0 **Confidentiality.** The Parties agree to hold confidential and not to disclose to any third person or entity any information relating to the settlement reached in this claim, the claim or the Settlement Agreement itself, or any incidents arising out of the claim. The sole exceptions to this provision are that a Party or the Party's may make such disclosures as are required by law, including disclosures to state and federal taxing agencies, and may disclose the terms of this

Agreement to their accountants or tax advisors, provided that said Party shall inform his accountants and tax advisors that the terms of this Agreement are strictly confidential and are not to be revealed to anyone else except as required by law. The Parties further agree that this confidentiality provision is a material part of this Agreement.

8.0 **Non-Disparagement.** Each Party covenants to the other Party that said Party will not refer negatively to or about the other Party or communicate, orally, in writing, or electronically, generally, specifically, or by implication, any facts, information or opinions which objectively reflect adversely upon the other Party or to criticize, disparage, degrade, cast in a negative light, or otherwise harm the reputation of the other Party.

9.0 **General Provisions.**

9.1 **Governing Law:** This Agreement shall be governed by the laws of the State of Texas, with the exception of its conflicts of law provisions.

9.2 **Venue:** Any lawsuit regarding this Settlement Agreement shall be brought exclusively in a state district Court in Dallas County, Texas.

9.3 **Legal Construction:** Both Parties have jointly cooperated in the preparation of this Settlement Agreement, and it shall not be interpreted or construed against or in favor of any Party by virtue of the identity, interest or affiliation of its preparer. The Parties agree that this Agreement shall be construed as a whole according to its fair meaning. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Settlement Agreement shall be construed as if the offending provision had never been contained herein.

9.4 **Additional Documents.** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

9.5 **Amendment or Waiver in Writing.** No amendment or waiver of any provision of this Agreement shall be binding on any Party unless consented to in writing by all Parties. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.

9.6 **Entire Agreement and Successors In Interest:** This Settlement Agreement contains the entire agreement among the Parties and shall be binding upon and inure to the benefit of the successors, assigns, affiliates, legal representatives, executors, administrators,

personal representatives, heirs, transferees, and insurers, including, but not limited to, all their respective heirs, legal representatives, insurers, and assigns of each. This Agreement constitutes the sole Agreement of the Parties hereto and merges, cancels, and supersedes any prior or contemporaneous written or oral agreements, representations, or promises by or between the Parties respecting its subject matter. This Agreement can be modified or changed only in writing. This Agreement is irrevocable and may not be rescinded.

9.7 **Effectiveness and Counterparts.** This Settlement Agreement shall become effective immediately upon the execution of the Agreement by all Parties as delineated below. This Settlement Agreement may be executed in multiple parts and facsimile and electronic signatures will serve as original signatures.

Executed and Agreed on _____, 2024, by:

For Casey Lending, LLC.:

_____
By: _____
Authorized Representative for
Casey Lending, LLC.

City of Duncanville

_____
By: _____
Authorized Representative for
City of Duncanville

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider a resolution authorizing the expenditure for field and turf irrigation products, landscaping products, specialty conditioners/soils, ground maintenance equipment, parts, and supplies with BWI Companies, Inc. through BuyBoard Contract #705-23 with an estimated yearly amount of $101,220.00 over a two-year period amounting to $202,440.00, with an additional appropriation of $30,366.00 as a 15% contingency for a total amount not to exceed $232,806.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Tyler Agee, Assistant Director of Parks and Recreation
Bart Stevenson, Director of Parks and Recreation
Elton Brock, Chief Procurement Officer

BACKGROUND/HISTORY:
The City of Duncanville Parks Department has maintained a working partnership with BWI Companies, Inc for several years. This collaboration has been instrumental in fulfilling the department's critical needs for chemicals and supplies required to keep the city's green spaces and landscapes. BWI Companies, Inc. has been the go-to supplier for the Parks Department, serving as a reliable source for various products to promote the health and vibrancy of the city's turf areas.

These products play a pivotal role in achieving several key objectives:

1. Disease and Pest Mitigation - BWI Companies has provided the city with a range of chemical solutions designed to effectively combat diseases and pests that can threaten the well-being of turf and green spaces. These products have been essential in preserving the beauty and functionality of the city's parks.
2. Control of Growth Rates - Managing the growth rate of green areas adjacent to medians and roadways is crucial for maintaining safety and aesthetics. BWI's products have been employed to control and regulate the growth of these green spaces, ensuring they remain in line with city planning and landscaping requirements.

3. Labor Reduction and Longevity Enhancement - The products sourced from BWI Companies have contributed to the visual appeal of Duncanville's landscape and led to operational efficiency gains. By reducing the need for extensive manual labor, the Parks Department has optimized its resources while enhancing the longevity and durability of landscape beds. This has translated into cost savings and a more sustainable approach to landscape maintenance.

Through this ongoing partnership with BWI Companies, the Duncanville Parks Department has upheld the city's commitment to providing residents and visitors with well-maintained, green public spaces, showcasing the city's dedication to environmental stewardship and community well-being.

POLICY EXPLANATION:
The field and turf irrigation products, landscaping products, specialty conditioners/soils, and ground maintenance equipment are available from BWI Companies, Inc. through BuyBoard contract #705-23. This authorization period extends through May 31, 2026, with an estimated total expenditure amount of $202,440.00 over two years. An additional appropriation of $30,366.00 has been included as a 15% contingency to account for potential increases.

Organization and Object Numbers
Park Maintenance - Chemical Supplies | 01044600-700226 | $70,000.00
Athletics Chemical Supplies | 01044300-700226 | $17,040.00
Athletics Ground Maintenance | 01044300-700661 | $20,000.00
Horticulture Chemical Supplies | 01044500-700226 | $6,000.00
4B Beautification Chemical Supplies | 12011800-700226 | $4,000.00
Total Available: $117,040.00
Total Amount: $101,220.00
After Encumbered: $15,820.00

FUNDING SOURCE:

ORG and Object Number
See above

Available Budget	Purchase Amount	After Encumber
FY 2025 $117,040.00	FY 2025 $101,220.00	FY 2025 $15,820.00

ACTION ALTERNATIVES:
1. Approve funding in the estimated yearly amount of $101,220.00 over a two-year period amounting to $202,440.00, with an additional appropriation of $30,366.00 as a 15% contingency for a total amount not to exceed $232,806.00 for field and turf irrigation products, landscaping products, specialty conditioners/soils, ground maintenance equipment, parts, and supplies with BWI Companies, Inc.
2. Do not provide funding for field and turf irrigation products, landscaping products, specialty conditioners/soils, ground maintenance equipment, parts, and supplies with Ewing Irrigation Products Inc.
3. Other actions as directed by Council.

ATTACHMENTS:
Original Proposal No. 705-23
BWI 705-23 - Renewal Letter
BWI Companies
Resolution No. - 2024-363 - BWI Companies, Inc. - Pdf

12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

Responding vendors must read all sections of this Proposal Invitation carefully. Even if your company has submitted proposals on previous BuyBoard proposal invitations, terms and requirements may have changed.

NOTICE OF PROPOSAL INVITATION

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, serves as the Cooperative's administrator. The Cooperative is endorsed by TASB, the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754, and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701.

The Cooperative's contracts for commodities and services are available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative and eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative administrator, provides an online marketplace to the Cooperative known as the BuyBoard which enables members to review available contracts and make purchases of awarded commodities and services electronically.

The Cooperative is soliciting sealed proposals for products, supplies, services and/or equipment as set forth in this Proposal Invitation on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products and services may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative located throughout the United States as further explained in the Proposal Invitation.

Completed sealed proposals for **Proposal No. 705-23 for Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils must be received on or before 4:00 PM February 2, 2023,** either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative administrator no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative
Attn: TASB Asst. Division Director, Cooperative Procurement
12007 Research Blvd.
Austin, TX 78759
E-Mail: bids@buyboard.com

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INSTRUCTIONS TO PROPOSERS

Electronic Proposal Submission
The Cooperative requests that Vendors submit Proposals electronically in accordance with the instructions herein via the link available on the following website:

- buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option. To the extent a vendor is unable to submit a Proposal electronically through the proposal website, instructions for hard copy submissions are provided below.

Before you submit

- In order to submit a Proposal electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor username and password, you may obtain one by registering at buyboard.com/vendor. ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.
- Vendor is responsible for ensuring it has the technical capability to submit its Proposal via electronic submission.
- Browser requirements can be found at https://buyboard.ionwave.net/BrowserCompatibility.html.
- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal Due Date.

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- ***Review and follow all instructions on the webpage.***
- **VENDOR INFORMATION** – Select the "Attributes" tab to locate the Vendor Contact Information fields required to be completed and submitted.
  - Vendors must respond to each item by providing the information requested. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- **PROPOSAL SPECIFICATIONS –** Select the "Line Items" tab to locate the Proposal Specifications.
  - Input all required proposal pricing information (discount (%) off catalog/pricelist, line item pricing, hourly labor rates, and/or other related pricing information) as specified.

- Vendors must respond to each line item by either providing the information requested in the specifications, adding alternates to provide additional information (as necessary), or by indicating no bid. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**

- **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
  - **i. Manufacturers shall be listed in alphabetical order**
  - **ii. Vendor must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**

- **PROPOSAL DOCUMENTS** - To upload your Proposal documents, select the "Response Attachments" tab and upload a ***signed, complete*** copy of your Proposal in ***searchable PDF format***, including all required proposal documents (Proposal Forms, and any other documents required by the Proposal Invitation). **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

- **PROPOSAL SUBMISSION** - Select the "Response Submission" tab to submit the Proposal.
  - If an error or multiple errors occur, the system will display the location of the error(s).
  - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). ***Your submission will not be submitted until all errors are corrected.***
  - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.

How to submit hard copy Proposal – Paper copies will NOT be accepted

While the Cooperative requests electronic submission of Proposals through the designated website, any Vendor without the technical capability or wishing to submit a hard copy Proposal may do so in accordance with the following instructions:

- Contact BuyBoard staff at bids@buyboard.com to request a copy of the Proposal Specification Form and other forms not included in this packet in hard copy form **at least five (5) business days prior to the Proposal Due Date.**

- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed Proposal Specification Form, and any other documents required by the Proposal Invitation). The Proposal must be submitted in ***electronic, searchable PDF format on a USB flash drive, CD or DVD***. **Paper copies will NOT be accepted**.

- **The Proposal Specification Form and Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

  - **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
    - **a. Manufacturers shall be listed in alphabetical order**
    - **b. Vendor must list one specific percentage discount for each manufacturer listed.**

- Any hard copy electronic Proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal Due Date and time:

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759

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VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will NOT be accepted.

REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS

Note: The following instructions set forth the requirements for Vendor catalogs/pricelists submitted with Proposals for proposal evaluation purposes. If awarded a Contract, Vendor may be required to resubmit catalogs/pricelists in the format described in the BuyBoard Technical Requirements as detailed further in the Proposal Invitation.

Electronic catalogs/pricelists must be submitted with Vendor's Proposal in the required format (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative for evaluation with the Proposal:

Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with **Excel or searchable PDF** preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Below is a sample chart, with examples of data for each field, showing the data fields that Vendors MUST include in each submitted pricelist/catalog with the Proposal:

BuyBoard Specification Item No. Category	Part/Item Number	Item Description	MSRP/List Price (before BuyBoard Discount)
1	1234	Desk	$50.00
2	1235	Chair	$20.00

The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems to be, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.

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GENERAL INFORMATION

Proposal Invitation No. 705-23
Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils

Please make sure that you have reviewed and completed all sections of this Proposal Invitation.

1. **Notice of Proposal Invitation and Instructions to Proposers**
2. **General Information**
3. **Proposal Forms**
4. **Proposal Specifications**
5. **General Terms and Conditions**
6. **BuyBoard Technical Requirements**
7. **Additional Terms and Conditions for BuyBoard Self-Reporting**

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils that may be procured by Cooperative members. Because individual members require different equipment, supplies, and/or services, this Proposal Invitation is a request for a discount off of catalog or price list for supplies, materials and equipment and a not-to-exceed hourly labor rate for installation, repair, and other services. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

TERM OF CONTRACT

The term of this contract will be from June 1, 2023, through May 31, 2024, with two possible one-year renewals.

As set forth in the General Terms and Conditions, an awarded Vendor has no right to or vested interest in contract renewal. The determination as to whether to renew or non-renew any Vendor Contract, in whole or in part, shall be in the sole discretion of the Cooperative.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of $15,000 through the Contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations.

VALUE OF CONTRACT

The estimated value of this contract is $27,826,039; however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.

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SERVICE FEE

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the Awarded Pricing. Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. As set forth in more detail in the General Terms and Conditions, an awarded Vendor will be required to provide the Cooperative with copies and/or reports of all Purchase Orders generated from Vendor's Contract(s) that Vendor receives directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding Cooperative member purchases under any awarded Contract as the Cooperative administrator may require in its reasonable discretion. The Cooperative shall have the right, upon reasonable written notice, to review records of awarded Vendors pertaining to purchases under any awarded Contract to verify purchase activity under the Contract, the accuracy of service fees payable by Vendor, or as otherwise reasonably necessary for the administration of the Contract or when required by law.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

ADDITIONAL INFORMATION

A Vendor proposing on Section II: Irrigation Supplies, Parts, and Accessories must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

AWARD AND EVALUATION

All information required by this Proposal Invitation, including catalogs/pricelists where required by the Proposal Specifications, must be submitted with the Proposal or your Proposal will be deemed nonresponsive. Responsive Proposals will be evaluated, and any Contracts will be awarded based on the evaluation and award criteria as set out in Section C.2 of the General Terms and Conditions determined to provide best value to Cooperative members.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services.

BUYBOARD WEBSITE AND TECHNICAL REQUIREMENTS

Information on awarded Contracts, including awarded products and services under this Proposal Invitation, will be available to Cooperative members on the online marketplace platform utilized by the Cooperative: the BuyBoard. Vendors should review and confirm Vendor's ability to meet the BuyBoard Technical Requirements contained in Appendix I of this Proposal Invitation. The BuyBoard Technical Requirements may be updated from time to time as set forth in the General Terms and Conditions. To the extent a Vendor is awarded a Contract under this Proposal Invitation but is unable to meet

the applicable BuyBoard Technical Requirements and provide the information in the format required by those requirements, Vendor acknowledges that the information available on the BuyBoard for Vendor's awarded products or services may be limited. This may place Vendor at a disadvantage and impact the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services through the BuyBoard website. To improve and enhance the experience of Cooperative members seeking to procure goods and services, the Cooperative may also, in its sole discretion, provide Vendors with an opportunity to have Vendor's logo, product images, and similar brand and trademark information included in the BuyBoard online marketplace in relation to Awarded Items. Vendors shall review the BuyBoard Vendor Consent for Name Brand Use included with the Proposal Forms in this Proposal Invitation.

PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 Uniform Guidance/EDGAR)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete the EDGAR Vendor Certification Form contained in the Proposal Forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils

Proposal Due Date/Opening Date and Time:
February 2, 2023, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 705-23

Anticipated Cooperative Board Meeting Date:
April 2023

Contract Term: June 1, 2023, through May 31, 2024, with two possible one-year renewals.

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Name of Proposing Company	Date
Street Address	Signature of Authorized Company Official
City, State, Zip	Printed Name of Authorized Company Official
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
Fax Number of Authorized Company Official	Federal ID Number

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PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: _____

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5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☐ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s):_____

_____

Initial: _____

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

_____ _____
Company Name Address

_____ _____ _____
City State Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☐ No **Initial: _____**

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NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: _____

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☐ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:** _____

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: _____

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☐ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Initial: _____

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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: _____

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: _____

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B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☐ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: _____

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EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

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

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☐ **YES**, I agree. ☐ **NO**, I do not agree. **Initial: _____**

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3. Equal Employment Opportunity:
Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:
When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:
Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

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

Vendor agrees to comply with the above requirements when applicable.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

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

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

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10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:
Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name and Title

_____
Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: _____

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): _____

Federal Employer Identification Number: _____

(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

_____

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____. (The period of the 12-month period is _____/_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%):** _____

Explanation: _____

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.					
2.					
3.					
4.					
5.					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☐ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

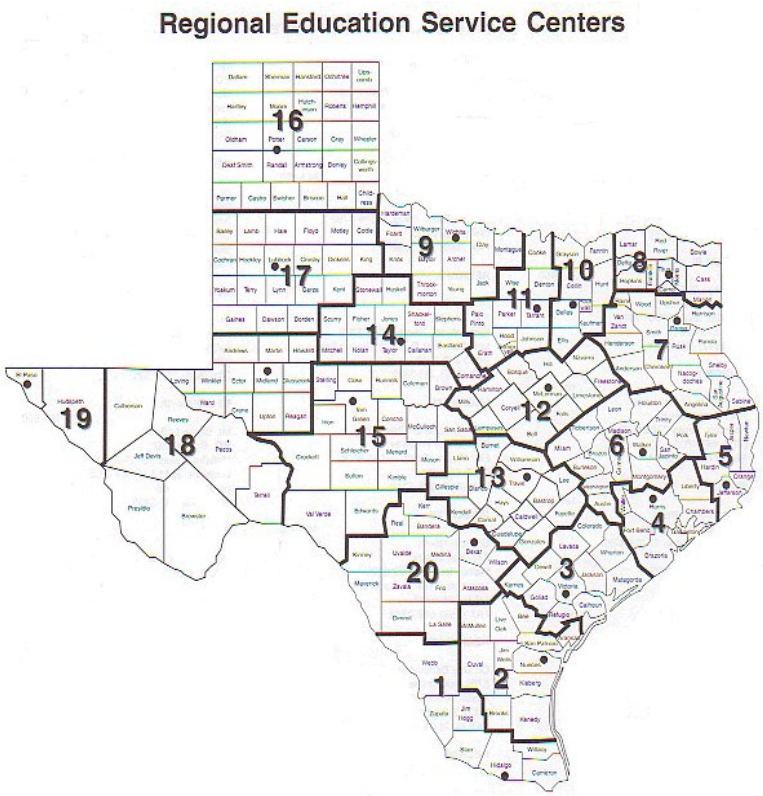
Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **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.)

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TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

_____	_____
Name of Vendor	Proposal Invitation Number
_____	_____
Signature of Authorized Company Official	Printed Name of Authorized Company Official

_____
Date

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

_____

Designated Dealer Name | Designated Dealer Contact Person

_____

Designated Dealer Address

_____ _____ _____

City | State | Zip

_____ _____

Phone Number | Fax Number

_____ _____

Email address | Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

_____

_____

_____

_____

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

_____

_____

_____

_____

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

_____

_____

_____

_____

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4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: _____

_____
Signature of Vendor Authorized Representative

Printed Name: _____

Title: _____

Date: _____

(*For Cooperative Administrator Use Only)*

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

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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).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** 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 in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds

1. Discount (%) off catalog/pricelist for **Field and Turf Fertilizer, Conditioners, Dressings and Chemicals.**
2. Discount (%) off catalog/pricelist for **Nursery Products** (all types of trees, shrubs, and other related items).
3. Discount (%) off catalog/pricelist for **Specialty Soils for Athletic Fields, Play Surfaces, or Park Surfaces.**
4. Discount (%) off catalog/pricelist for **All Types of Landscape Accent Products** (metal, plastic, steel, wood, and other related items).
5. Discount (%) off catalog/pricelist for **All Other Types of Fertilizer, Grounds, and Nursery Products and Supplies.**

Section II: Irrigation Supplies, Parts, and Accessories

6. Discount (%) off catalog/pricelist for **Residential/Commercial Irrigation Controllers** (solid state, light commercial application, 12 to 60 station capability, and related items).
7. Discount (%) off catalog/pricelist for **Residential/Commercial Irrigation Control Valves** (1" to 4" pipe size; glass filled nylon, polyvinyl chloride (PVC) and/or brass construction; electrically controlled; flow control capability, and related items).
8. Discount (%) off catalog/pricelist for **Residential/Commercial Irrigation Sprinkler Heads** (fixed spray pattern, gear drive rotor 1/2" to 1" inlet, various fixed arcs, plastic construction, and related items).
9. Discount (%) off catalog/pricelist for **Large Commercial/Central Controllers** (solid state or digital, computer driven, software to manage water distribution, central location to command field satellites, hard wired, or wireless signal commands to field satellites and related items).
10. Discount (%) off catalog/pricelist for **Large Commercial Field Satellites** (controls water distribution (sprinkler heads); stand alone and/or controlled by a central computer/controller; solid state; receives command signals either hard wire and/or radio link and related items).
11. Discount (%) off catalog/pricelist for **Large Commercial Turf Sprinkler Heads** (water distribution (sprinklers) for large turf areas; 31' minimum radius; minimum 12 GPM; minimum 1" inlet; plastic construction and related items).
12. Discount (%) off catalog/pricelist for **All Types of Drip Irrigation Products** (residential, commercial, and industrial).
13. Discount (%) off catalog/pricelist for **All Types of Aerating Fountain Products, Equipment and Lighting** (residential, commercial, and industrial).
14. Discount (%) off catalog/pricelist for **All Types of Irrigation Bunker Pumps, Equipment and Supplies.**
15. Discount (%) off catalog/pricelist for **Water Chemicals and Dyes, Supplies, and Accessories.**
16. Discount (%) off catalog/pricelist for **Irrigation Equipment Repair Parts.**

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17. Discount (%) off catalog/pricelist for **Irrigation Equipment Maintenance Service Agreements** (monthly, quarterly, and yearly).
18. Discount (%) off catalog/pricelist for **Residential/Commercial Irrigation Equipment and Central Controllers Service Agreements** (automatic software updates and technical support).

Section III: Installation and Repair Service

19. **Hourly Labor Rate for Application of Fertilizers, Chemicals, Specialty Soils, Play Surfaces, and Other Related Items** - Not to Exceed hourly labor rate for Application of Fertilizers, Chemicals, Specialty Soils, Play Surfaces, and Other Related Items.
20. **Hourly Labor Rate for Field and Turf Preparation Work** - Not to Exceed hourly labor rate for Field and Turf Preparation Work.
21. **Hourly Labor Rate for Installation/Transplanting of All Types of Trees, Shrubs and Landscaping Services** - Not to Exceed hourly labor rate for Installation/Transplanting of All Types of Trees, Shrubs and Landscaping Services.
22. **Hourly Labor Rate for Tree and Shrub Service and Stump Grinding** - Not to Exceed hourly labor rate for Tree and Shrub Service and Stump Grinding.
23. **Hourly Labor Rate for Installation/Repair Service of Irrigation Equipment and Related Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Irrigation Equipment and Related Products.

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☐ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☐ Reviewed/Completed: **Proposal Acknowledgements**
☐ Reviewed/Completed: **Felony Conviction Disclosure**
☐ Reviewed/Completed: **Resident/Nonresident Certification**
☐ Reviewed/Completed: **Debarment Certification**
☐ Reviewed/Completed: **Vendor Employment Certification**
☐ Reviewed/Completed: **No Boycott Verification**
☐ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☐ Reviewed/Completed: **Historically Underutilized Business Certification**
☐ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☐ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☐ Reviewed/Completed: **Deviation and Compliance**
☐ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☐ Reviewed/Completed: **Confidential/Proprietary Information**
☐ Reviewed/Completed: **EDGAR Vendor Certification**
☐ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☐ Reviewed/Completed: **Vendor Business Name**
☐ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☐ Reviewed/Completed: **Governmental References**
☐ Reviewed/Completed: **Company Profile**
☐ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☐ Reviewed/Completed: **Local/Authorized Seller Listings**
☐ Reviewed/Completed: **Manufacturer Dealer Designation**
☐ Reviewed/Completed: **Proposal Invitation Questionnaire**
☐ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☐ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response)* **Manufacturer Authorization Letters** *must be submitted with the Proposal or the Proposal will not be considered.*

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GENERAL TERMS AND CONDITIONS

A. General Provisions

1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation. These Terms and Conditions are an integral part of any Contract which is awarded or Purchase Order which is issued in association with this Proposal Invitation.

2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award, and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

"Awarded Items" has the meaning set for in section E.3 of the Terms and Conditions.

"Awarded Pricing" has the meaning set forth in section E.4 of the Terms and Conditions.

"BuyBoard®," "the BuyBoard," or "BuyBoard website" means the internet-based electronic commerce technology provided by the Cooperative Administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

"BuyBoard Administrator" or **"Cooperative Administrator"** means the Texas Association of School Boards, Inc. (TASB), 12007 Research Blvd, Austin, Texas 78759.

"Contract" means the contract between the Cooperative and a successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Vendor's Proposal, and is comprised collectively of the following:

(a) This Proposal Invitation;
(b) Vendor's Proposal;
(c) Notice of Award issued to Vendor by the Cooperative; and
(d) Purchase Order between a Cooperative member and Vendor, and any additional terms, conditions, or instructions agreed to by Vendor and a Cooperative member that are consistent with these Terms and Conditions. (A Purchase Order between a Cooperative member and Vendor shall be deemed part of the Contract for the specific Cooperative member purchase only and for determination of the Service Fee as set forth in these Terms and Conditions. Purchase Order terms, including additional or supplemental terms, conditions, or instructions agreed to between a Vendor and a Cooperative member where permitted by these Terms and Conditions shall apply between the Cooperative member and Vendor as to the specific Cooperative member purchase only but shall not alter or affect the Terms and Conditions of the Contract as between the Cooperative in its own right and Vendor.)

"Cooperative" means The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein), including when acting by and through the Cooperative Administrator, unless a distinction is made otherwise.

"Cooperative member" or "**member**" means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, "Cooperative member" as used in these Terms and Conditions may include the Cooperative administrator's non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

"Goods" or **"Products"** (which terms are used interchangeably) means the goods, products, equipment or other commodities and/or services that are the subject of this Proposal Invitation.

"Proposal Invitation" means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, appendices, and addenda.

"Proposal" means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly submitted by Proposer's duly authorized representative.

"Proposal Due Date" means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

"Proposer" or **"Vendor"** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a Contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

"Purchase Order" means a Cooperative member's fiscal form or other instrument which is used in making a purchase from Vendor under a Contract. A Purchase Order may include a written or electronic purchase order, record of an online order, record of a purchasing card (P card) purchase, or any other record or instrument used by a Cooperative member to document a Cooperative member's authorized commitment to purchase awarded goods or services from a Vendor under a Contract.

"Vendor Invoice" means Vendor's billing form or other instrument, written or electronic, documenting charges for goods or services delivered to the Cooperative member under a Purchase Order under a Contract.

B. Proposal Requirements

1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as any approved brands and/or models listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as approved brands and/or models, especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified approved brand and/or model, Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than approved brands and/or models. If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification**, **and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded,** except as provided for in section E.8 (Product Updates and Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the Cooperative Administrator of the error in writing at bids@buyboard.com immediately, but in no event later than the 10th business day before the Proposal Due Date.

2. Proposal Pricing

Pricing must be provided in the form required by the specifications and in accordance with the Proposal Invitation.

Unless otherwise provided in the specifications, if the specifications require "Line Item" or unit pricing, the Proposal must include a specific not-to-exceed price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions.

Unless otherwise provided in the specifications, if the specifications require "discount from catalog" or "discount from pricelist" pricing, Proposer must quote the discount percentage to be applied to all items in each published catalog or pricelist included in the Proposal. Proposer must submit each catalog or published pricelist proposed with the Proposal in electronic format and in accordance with the requirements of the Proposal Invitation. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

For installation, repair, and other services or labor, the specifications may require not-to-exceed labor rates or coefficient to be applied to a unit cost book. Proposers must provide pricing in the form required by the specifications and note any deviations in accordance with B.4 (Deviations from Item Specifications or General Terms and Conditions).

Proposer's pricing must be equal to or better than pricing Proposer offers other similarly situated customers under similar circumstances, including those offered to other purchasing cooperatives. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

(a) A "cost plus" Proposal will not be accepted;
(b) Proposer will not include freight, transportation and delivery charges or costs, or sales tax in Proposal pricing. (Freight, transportation and delivery charges, if applicable, are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
(c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
(d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

If Vendor is awarded a Contract, updates to pricing during the Contract term shall only be permitted in accordance with the requirements of section E.4 (Awarded Pricing) of these Terms and Conditions. Discount percentages off catalogs or pricelists must remain firm for the full Contract term.

3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including, for all tangible goods included in this Proposal Invitation, containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

4. Deviations from Item Specifications or General Terms and Conditions

Other than a deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Vendor accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written. (For requirements for ancillary agreements between Cooperative members and Vendors for specific purchases, see section D.2 (Applicable Terms and Conditions; Ancillary Agreements).)

Vendor must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. Deviations must be specific to these Terms and Conditions or the item specifications and clearly identify the specific section or item to which the deviation applies. The Cooperative shall not be deemed to have accepted, and a Contract shall not be subject to, any term or condition included in Vendor's Proposal which differs from these Terms and Conditions unless Vendor has specifically identified the deviation on the Deviation and Compliance form and the deviation is accepted by the Cooperative.

The submission of a deviation or deviations may place Vendor at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

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The following Terms and Conditions are not subject to deviation. Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Section B.9, Requirements of the Texas Public Information Act; Confidential Information;
(b) Section B.12, Certifications;
(c) Section D.2, Applicable Terms and Conditions; Ancillary Agreements;
(d) Section E.6.b, Payments;
(e) Section E.11, BuyBoard Vendor Information and Reporting of Cooperative Member Purchases
(f) Section E.12, Service Fee;
(g) Section E.13, Disclaimer of Warranty and Limitation of Liability;
(h) Section E.14, Sales Tax;
(i) Section E.15, Use of BuyBoard Logo and Trade Name;
(j) Section E.16, Indemnification;
(k) Section E.17, Intellectual Property Infringement;
(l) Section E.18, Remedies for Default and Termination of Contract;
(m) Section E.19, Force Majeure;
(n) Section F., Miscellaneous, including all subsections (F.1-F.12) thereto.

Further, any deviation by Vendor which, directly or indirectly, seeks to add terms or requirements substantively similar to the following shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Any deviation seeking to supersede these Terms and Conditions with Vendor's own agreement form, standard agreement, or terms and conditions;
(b) Any deviation seeking to require the Cooperative, Cooperative Administrator, or any Cooperative member to indemnify or hold harmless Vendor.

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Vendor(s) regarding any submitted deviation(s), consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by written addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative, by and through the Cooperative Administrator, is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Vendor's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Vendor must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

For any commodities included in this Proposal Invitation, the Cooperative, by and through the Cooperative Administrator, or Cooperative member may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, Cooperative Administrator, or requesting Cooperative member, as applicable. The Cooperative Administrator or requesting Cooperative member must receive the sample within such reasonable specified time as requested. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Vendor's name. Vendor's failure to submit a sample when requested will result in the product in question not being considered for award to Vendor.

The Cooperative Administrator or Cooperative member may retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing and if Vendor has included a written return request with a submitted sample, the Cooperative Administrator or Cooperative member will return samples to Vendor at Vendor's expense. Notwithstanding the foregoing, the Cooperative Administrator or Cooperative member may permanently retain samples submitted by awarded Vendors for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. Neither the Cooperative, the Cooperative Administrator, nor a requesting Cooperative member will be liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items; Service Regions

Unless otherwise specified, Vendor may propose on any or all items. Vendor should answer all questions related to each item on which Vendor wishes to propose and indicate "No Bid" for those items on which Vendor does not wish to propose. Failure to complete any item in the specifications will be deemed a no bid on that item. The Cooperative will consider items individually and make awards on each item independently, except for related items for which compatibility will be an element of consideration. In such cases, small groups of items may be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal. **A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal shall be an event of default and subject to all remedies up to and including termination of Vendor's Contract.**

8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Vendor must be willing to accept a partial award for any combination of the items or services proposed and must be willing to share the business with any other successful Proposers.

9. Requirements of the Texas Public Information Act; Confidential Information

(a) Vendor Compliance.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Proposal Invitation and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Pursuant to Texas Government Code Sections 552.371 and 552.372, to the extent the Contract or any Purchase Order thereunder has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body or results in the expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body in a fiscal year of the governmental body, Vendor shall:

1) preserve all contracting information, as defined in Texas Government Code Section 552.003(7) ("Contracting Information"), related to the Contract or any Cooperative member Purchase Order thereunder as provided by the records retention requirements applicable to the governmental body for the duration of the Contract (including any Purchase Order thereunder);

2) promptly provide to the Cooperative or Cooperative member, as applicable, any Contracting Information related to the Contract that is in the custody or possession of Vendor on request of the Cooperative or Cooperative member; and

3) on completion of the Contract (including any Purchase Order thereunder), either:
(A) provide at no cost to the Cooperative or Cooperative member, as applicable, all Contracting Information related to the Contract (including any Purchase Order) that is in the custody or possession of Vendor; or
(B) preserve the Contracting Information related to the Contract (including any Purchase Order thereunder) as provided by the record retention requirements applicable to the Cooperative or Cooperative member, as applicable.

The Cooperative may not accept a Proposal or award a Contract to a Vendor that the Cooperative has determined has knowingly or intentionally failed to comply with Texas Government Code Chapter 552, Subchapter J, in a previous Proposal or Contract unless the Cooperative determines and documents that Vendor has taken adequate steps to ensure future compliance with the requirements of said Subchapter.

(b) Confidential/Proprietary Information.
Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. Further, for any other information provided by Vendor to the Cooperative after Contract award (updated catalogs or pricelists, Vendor information, etc.), Vendor shall clearly mark and identify any information that Vendor considers proprietary or confidential. The Cooperative will treat such information as confidential only to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

If Vendor fails to properly identify information that the Vendor considers proprietary or confidential, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. **The Cooperative and its Administrator will not be responsible for Vendor's failure to clearly identify information Vendor considers confidential or proprietary.** Vendor may be notified of a third-party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential when required by the Texas Public Information Act or similar disclosure law.

By submitting a Proposal, Vendor acknowledges that the Cooperative and the Cooperative Administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

10. Certain Professional Services Excluded
Neither this Proposal Invitation nor any Contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

11. Withdrawal or Modification of Proposal
Vendor may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

Electronic Proposals Submissions: A Proposal submitted electronically through a website designated by the Cooperative for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Vendor's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.

Hard Copy Submissions: If a Vendor submitted a Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative Administrator to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Vendor's behalf and indicate the individual's title. If the Cooperative Administrator has any question or doubt regarding Vendor's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative Administrator, decides to allow the withdrawal, Vendor's duly authorized representative may be required to complete and sign a written receipt satisfactory to the Cooperative Administrator before the proposal will be released. The decision of the Cooperative Administrator relating to matters concerning withdrawal of a Proposal is final.

A Vendor may resubmit a withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Vendor resubmits a Proposal that was withdrawn and makes any change to any document in the Proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Vendor will be deemed to have authorized such change.

Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative) at the Proposal Due Date and time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Vendor after the Proposal Due Date and time specified in this Proposal Invitation. However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

12. Certifications

The Proposer's Acceptance and Agreement and Proposal Acknowledgements forms, which are fundamental to and incorporated into this Proposal Invitation, require Vendor to certify to certain matters. Pursuant to and in accordance with such forms, and in addition to the matters set forth therein, Vendor certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification

Vendor agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Vendor's Proposal or, if the violation is revealed after Contract award, any remedies allowed by law or the Contract including termination of Vendor's Contract:

1) Neither Vendor nor any business entity represented by Vendor has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
2) The Proposal has been arrived at independently and is submitted without collusion with any other Vendor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
3) Vendor has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
4) Neither Vendor, nor any business entity represented by Vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

(b) Certification Regarding Ethics, Fair Competition, and Other Matters
Vendor agrees and certifies to the following:

1) Vendor has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
2) Vendor has a high degree of integrity and business ethics, and a satisfactory record of performance;
3) Vendor is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
4) Vendor has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Vendor would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Vendor will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
5) Vendor has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;
6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Vendor's similarly situated customers under similar circumstances, including those offered through other purchasing cooperatives;
7) All pricing offered in the Proposal is and will remain fair and reasonable considering general market pricing for similar goods or services. Vendor has not and will not seek to engage in price gouging or price manipulation including, but not limited to, submitting artificially low pricing in pricelists, catalogs, or other pricing submitted with the Proposal or quotes to Cooperative members in an attempt to secure a Contract or Purchase Order and subsequently attempting to increase such proposed pricing citing market pricing;
8) The products and services offered in the Proposal represent the full and complete products and services Vendor seeks to provide if awarded a Contract. If awarded, except as permitted by Section E.8 (Product Updates and Substitutions) of the Terms and Conditions, Vendor will be limited to awarded products and services included in the Proposal and will not seek to sell non-awarded items using the Contract.
9) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Vendor will continue to comply with any applicable federal, state, and local laws related to Vendor's activities in connection with the Contract;
10) Vendor will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;
11) Vendor will maintain, at Vendor's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
12) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Vendor to removal from all proposal lists, and possible criminal prosecution.

13. Proposal Signatures
Vendor must submit its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Vendor execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Vendor. A facsimile or electronic signature will be deemed an original.

14. No Reimbursement
Vendor understands and acknowledges the Cooperative will not reimburse or pay Vendor for any expenses Vendor incurs in preparing its Proposal or providing additional information required in connection with the Proposal.

C. Proposal Evaluation

1. General

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

2. Best Value Criteria

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competitiveness	45
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	15
5	Capability of Servicing Cooperative Members	5
6	Any other relevant factor or requirement listed in this Proposal Invitation	5
TOTAL		100

The Cooperative's evaluation may include Vendor's responses to the forms and other attachments or information included with a Proposal or associated with this Proposal Invitation, including but not limited to Vendor's responses to the Proposal Invitation Questionnaire, as well as any other information at its disposal deemed relevant by the Cooperative in its sole discretion. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative seeks to make competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients and can provide best value to Cooperative members. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable, including by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regard to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

The Proposal Invitation may also require Proposers to provide certain information in the Proposal Forms for which the Cooperative does not evaluate the Proposer's responses as part of the award criteria set out in this Section C.2. The Cooperative requests such information because it may be relevant to federal, state or local procurement law or other requirements that apply to various Cooperative members. (Cooperative members may also require and request Vendors provide additional certifications and information to meet the Cooperative member's specific procurement requirements prior to making purchases under an awarded Contract.) This information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

(a) Resident/Nonresident Certification;
(b) Vendor Employment Certification;
(c) Historically Underutilized Business Certification
(d) EDGAR Vendor Certification.

3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety or may reject any part of a Proposal without affecting the remainder of that Proposal and may award individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means and information at the collective disposal of the Cooperative, Cooperative Administrator, and Cooperative members to evaluate Proposals. The final decision as to the best overall offer(s), including as to pricing and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, which is available from the Cooperative Administrator upon written request. Pursuant to the Board's protest procedure policy, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth business day before the Proposal opening date, and a protest challenging an award decision, including proposal evaluations, no later than 5:00 p.m. CST the fifth business day after the award is posted on the BuyBoard vendor website.

D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Vendor to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to a successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract may then be utilized by a Cooperative member by the member issuing a Purchase Order for the awarded products or services. Vendor must honor all Purchase Orders issued by Cooperative members during the Contract term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the Awarded Pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases), all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member. As provided for in detail in section E.11(c) (Vendor Invoices), Vendor must provide copies of Vendor Invoices for Cooperative member purchases to the Cooperative Administrator.

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2. Applicable Terms and Conditions; Ancillary Agreements
By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply, subject to any deviations properly submitted by Proposer and **approved by the Cooperative** in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions). Following award, Vendor shall not seek to impose on a Cooperative member additional terms, conditions, or ancillary agreements that are inconsistent with, or intended to supersede, the Contract Terms and Conditions. Further, Cooperative members and Vendors do not have the authority to modify these Terms and Conditions.

However, nothing herein shall prevent the Cooperative member and Vendor from negotiating additional ancillary terms applicable to a specific purchase or purchases, consistent with the requirements of these Terms and Conditions, including but not limited to:

(a) Detailed product or service requirements for the specific Cooperative member purchase;
(b) Product delivery times and requirements for the specific Cooperative member purchase;
(c) Performance and/or payment bonds from Vendor as may be required by law or policy or deemed necessary or appropriate by the Cooperative member;
(d) Requirements for Vendor to carry and provide proof of insurance as may be required by law or policy or as deemed necessary or appropriate by the Cooperative member;
(e) Requirements for background checks at Vendor's expense on Vendor employees who will have direct contact with students or staff, or for other reasons;
(f) Other requirements applicable to the purchase as may be required by law, local policy, or deemed necessary or appropriate by the Cooperative member.

Any ancillary terms between a Cooperative member and Vendor must be in writing and signed by a representative of the Cooperative member with all necessary authority to accept the agreement and bind the Cooperative member. All risk of confirming proper authority shall lie with Vendor.

By submitting a Proposal, Vendor understands and acknowledges that Cooperative members are governmental entities, and any provision in any ancillary agreement which requires the Cooperative member to indemnify or hold harmless Vendor, or any other provision not allowed by the laws applicable to the purchasing Cooperative member, shall be void and of no effect. Vendor further acknowledges and agrees that, notwithstanding anything in any ancillary agreement, including a product warranty, to the contrary, the laws applicable to such agreement shall be the laws of the state in which the Cooperative member is located. This provision supersedes any provision in any ancillary agreement to the contrary.

Any attempt by Vendor to deviate from this section in Vendor's Proposal shall be deemed rejected. Further, any attempt by an awarded Vendor to impose terms and conditions on a Cooperative member that are inconsistent with the requirements of this section shall be an event of default under the Contract and subject to all remedies up to and including termination of Vendor's Contract.

Nothing in any ancillary agreement between a Cooperative member and Vendor shall affect the Terms and Conditions of the Contract as between the Cooperative and Vendor.

3. Piggyback Contract and Other Entity Clause
It is the Cooperative's intent that other governmental entities throughout the United States, as well as the administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.

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E. Contract Performance

1. Contract Term

(a) Term. The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two additional one-year terms as provided for in this section E.1. In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month-to-month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the Awarded Pricing does not increase during such extension. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

(b) Survival. The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order issued during the Contract term and afterwards with respect to any Purchase Order or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended. This includes, but is not limited to, the Vendor's obligations to pay to the Cooperative all applicable service fees as required by section E.12 (Service Fees) of these Terms and Conditions for such Purchase Orders.

(c) Renewals. Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal) and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance (including, but not limited to, compliance with the Terms and Conditions), and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor. Vendor must promptly, and before the start of the renewal term, notify the Cooperative in writing if Vendor does not accept a renewal offered by the Cooperative or Vendor will have been deemed to have accepted the renewal.

2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon and/or state or local law, including but not limited to Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including but not limited to Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member.

Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

3. Awarded Items Only May Be Sold; Conformity to Item Specifications

If awarded a Contract, Vendor may only offer under the Contract those products and services included in Vendor's Proposal and awarded to Vendor by the Cooperative ("Awarded Items"). For awards based on catalogs or pricelists, Awarded Items shall include only those items within the specification category or categories awarded to Vendor that were included in the catalog(s) or pricelist(s) submitted with Vendor's Proposal or as updated when and if permitted

by section E.8 (Product Updates and Substitutions). Any attempt by Vendor to sell items other than Awarded Items under the Contract shall be an event of default under the Contract.

Vendor warrants that the Awarded Items Vendor provides under the Contract will conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and will be free from all defects in material, workmanship and title. Vendor further warrants that (i) Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, and/or licenses necessary for lawful performance of Vendor's obligations under the Contract; (ii) Vendor will comply with all applicable state, federal and local laws, rules, and regulations in regard to Awarded Items, and (iii) all Awarded Items provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If Vendor provides a product that does not conform to an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the Purchase Order, at no cost or penalty to the member.

If Awarded Items include chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

4. Awarded Pricing

Awarded pricing shall be based on the line item or unit pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation, submitted in Vendor's Proposal, and approved by the Cooperative ("Awarded Pricing"). Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold Awarded Pricing firm during the Contract term.

(a) Price Increases

Except as expressly permitted by these Terms and Conditions, Vendor has no contractual right to make price increases during the Contract term. The Cooperative reserves the right to reject any or all price increases it deems not representing best value to Cooperative members.

1) Line Item/Unit Pricing

Unless otherwise provided in the Proposal Invitation, for awards based on not-to-exceed line item or unit pricing, Vendor may submit updated pricing reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No price increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award.
(B) Unless otherwise provided in the Proposal Invitation or approved by the Cooperative Administrator in writing, Vendor shall be required to keep the Awarded Pricing firm for the first year of the Contract Term; thereafter, Vendor may submit updated pricing no more frequently than annually for each subsequent year of the Contract Term.
(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Information on price increases must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricing must be limited to Awarded Items or the updated pricing may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to included non-awarded items in updated pricing as an attempt to sell non-awarded items which is an event of default under the Contract.

2) Discount Off Catalog or Pricelist
For awards based on discount off catalog or pricelist, Vendor shall hold all awarded discount percentages firm during the Contract term. However, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted between the time of Vendor's Proposal submission and Contract award;
(B) Following Contract award, Vendor may submit updated pricelists or catalogs to the BuyBoard no more frequently than 180 days from the date of Vendor's last pricelist or catalog unless otherwise provided in the Proposal invitation or otherwise approved by the Cooperative Administrator in writing;
(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Pricelists or catalogs must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricelists or catalogs must be limited to Awarded Items or the pricelist/catalog may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to include non-awarded items in updated pricelists/catalogs as an attempt to sell non-awarded items which is an event of default under the Contract.

3) Labor Rates
Unless otherwise provided in the Proposal Invitation, for Awarded Pricing based on not to exceed hourly labor rates, Vendor may not increase Awarded Pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed support higher rates. In such event, the Vendor must notify the Cooperative and, upon request, promptly provide such documentation as the Cooperative may require to support the requested labor rate increase. Unless required by law, no rate increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award. Following Contract award, Vendor may submit updated labor rates no more frequently than 180 days from Vendors last hourly labor rate submission unless otherwise provided in the Proposal Invitation, otherwise approved by the Cooperative administrator in writing, or otherwise required by law.

For Awarded Pricing based on a coefficient to be applied to a unit price book, coefficients shall remain firm for the full Contract Term and are not subject to change.

(d) Price Decreases
Regardless of the pricing method specified, in the event Vendor decreases the price of awarded products or services below the Awarded Pricing for Vendor's other customers in similar market circumstances, Vendor must offer such decreased pricing to Cooperative members under the Contract.

Further, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for Awarded Items based on volume or other factors. Nothing herein shall prohibit Vendor from offering pricing lower than the Awarded Pricing.

(e) Exceeding Awarded Pricing Prohibited
If it is determined that a Vendor has sold Awarded Items to Cooperative members through the Contract at a price higher than the applicable Awarded Pricing, Vendor shall be in default of its Contract and subject to all remedies up to and including termination.

(f) Service Fee Included in Awarded Pricing
Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing.

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5. Packaging, Transportation, and Delivery

Unless otherwise provided for in this Proposal Invitation, all tangible goods included in this Proposal Invitation must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard and industry acceptable pallets for the products to be delivered in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) are reasonable, (b) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (c) are itemized and shown separately on the member's invoice; and (d) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the Proposal (as a deviation) or the Purchase Order, Vendor must deliver or provide awarded products or services within 10 business days after receipt of a Cooperative member's Purchase Order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up tangible goods, if part of this Proposal Invitation, on an "over the counter" basis must be available for the majority of the awarded tangible goods. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

6. Packing Lists, Invoices and Payments

(a) Packing Lists, Vendor Invoices

Packing lists or other suitable shipping documents must accompany each shipment of tangible goods included in this Proposal Invitation and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each Purchase Order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing and must not be separately itemized in the invoice.

Vendor shall provide copies of Vendor Invoices to the Cooperative in accordance with the requirements of section E.11(c) (Vendor Invoices).

(b) Payments
Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a Cooperative member's Purchase Order null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.

7. Product Inspection, Testing, and Defective Items
Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions, Vendor must pay the cost of the samples and/or the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must replace and, for tangible goods, pick up the defective product within five business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

8. Product Updates and Substitutions
Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified in the Proposal for the category or categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept additions or substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued.

(a) Updated Catalogs
If a manufacturer catalog submitted with Vendor's proposal is later updated with products within the same Proposal Invitation category or categories, including new products not previously available in the awarded product category, Vendor may substitute the updated catalog for the awarded product or catalog. Notwithstanding the forgoing, updated catalogs shall **not** be permitted to include any of the following:

1) Items that are outside the category or categories under which Vendor was awarded;
2) Items that, in the reasonable discretion of the Cooperative, do not meet the intent of the awarded specification category;
3) Items that were available in the market at the time of the submission of Vendor's Proposal which Vendor either elected not to include or neglected to include with Vendor's Proposal; or
4) Products from manufacturers or brands not specifically included in Vendor's Proposal in the applicable specification category.

(b) Substitutes
If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog, Vendor may substitute the replacement product or catalog for the awarded product or catalog.

Vendor shall submit all reasonable supporting documentation requested by the Cooperative Administrator regarding any catalog updates or product or catalog substitutions. The Cooperative, by and through the Cooperative Administrator, reserves the right to reject, in its sole discretion, any catalog updates or product or catalog substitutions.

9. Product and Service Guarantees and Warranties

Vendor shall extend such warranties on Awarded Items, including the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) or unless a different warranty is required by a Cooperative member Purchase Order or ancillary agreement, a minimum of a 90-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member. No waiver of implied warranties shall be effective unless explicitly approved by a Cooperative member in writing in accordance with section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

Vendor shall respond to any reasonable requests for information from the Cooperative, the Cooperative Administrator, or a Cooperative member pertaining to concerns regarding public health or safety in relation to Awarded Items and provide such documentation as may be reasonably requested. In the event of any product recalls affecting Awarded Items, Vendor shall notify the Cooperative Administrator and any Cooperative members who made purchases from Vendor for such recalled products in writing as soon as practicable of the recall and proposed action. At a minimum and without waiving any other requirements under the Contract, law, or Cooperative member Purchase Order or ancillary agreement, Vendor shall be required to take all action required by law or greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If tangible goods are included as part of Vendor's Awarded Items and Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all Awarded Items and must be able to respond to orders in a timely manner. Except as expressly permitted in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter any restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative Administrator the information required on the Manufacturer Dealer Designation form contained in the Proposal Invitation and, if requested, such other information as the Cooperative Administrator may reasonably require.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. Vendor shall remain responsible and liable for all obligations under the Contract and the

performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract. Vendor shall remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy, maintenance, and updating of the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. Vendor authorizes the Cooperative Administrator, in its sole discretion, to list any Vendor Designated Dealers on the BuyBoard website and authorizes the Designated Dealer(s) to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative Administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

11. BuyBoard Vendor Information and Reporting of Cooperative Member Purchases

(a) BuyBoard Website and Vendor Information
The awarded Contract will be posted on the BuyBoard website as an online marketplace. By submitting a Proposal, Vendor consents to the posting of all Proposal and product information provided by Vendor including, but not limited to, Vendor's Proposal, contact information, product catalogs, and product pricing on the BuyBoard website for Cooperative members. Vendor further authorizes the Cooperative, the Cooperative Administrator, and any third-party contractor providing services for the BuyBoard website to receive and relay such information to Cooperative members electronically, including via electronic punch out from the BuyBoard website.

Posting of Vendor information on the BuyBoard website or other relay of Vendor information by the Cooperative to Cooperative members shall be for the convenience of Cooperative members and Vendors only and shall not be deemed a contractual obligation or duty on the part of the Cooperative. Whether and when to post information to the BuyBoard website shall be in the sole discretion of the Cooperative. To the extent Vendor pricing or catalog information is posted on the BuyBoard website and Vendor subsequently submits updated pricing or catalog information in accordance with sections E.4 or E.8 of the Terms and Conditions, as applicable, the Cooperative Administrator shall have a reasonable time (which in no event shall be less than 10 business days, and may be longer depending on circumstances) to review the information and, if accepted in accordance with the Terms and Conditions, update the information. Vendor shall continue to honor all prior pricing and catalogs and shall not be permitted to sell products or services to Cooperative members using updated pricing or catalog information until all required information has been received and updated by the Cooperative Administrator. It is the responsibility of Vendor to timely provide all pricing and catalog information in the format required by the Cooperative Administrator and respond to requests for additional information from the Cooperative Administrator to avoid delays in information being updated. As provided in sections E.4 and E.8 of these Terms and Conditions, the Cooperative reserves the right to reject any or all price increases or catalog updates.

Neither the Cooperative nor the Cooperative Administrator shall be liable to any party for information provided by Vendor or for any errors in Vendor information posted to the BuyBoard website or relayed to Cooperative members. Vendor shall be fully responsible and liable to the Cooperative, the Cooperative Administrator, and Cooperative members for all information provided by Vendor related to the Proposal Invitation, Contract and/or for posting on the BuyBoard website including, but not limited to, catalogs and pricelists. Vendor shall not upload, enter, or submit any information that may infringe the intellectual property rights of any third party or that contains software viruses or any other code, files, or programs that may damage or disrupt any software,

hardware, or equipment. To the extent Vendor discovers any error in information on the BuyBoard website, Vendor shall promptly advise the Cooperative Administrator in writing at contractadmin@buyboard.com. Vendor shall also confirm the accuracy of all product and pricing information in Purchase Orders prior to acceptance and promptly notify the Cooperative member and Cooperative of any potential errors.

By submitting a Proposal, Vendor certifies that Vendor has read the BuyBoard Technical Requirements contained in this Proposal Invitation and, if awarded a Contract, will comply with all requirements therein except as specifically indicated by Vendor in the Acknowledgement of BuyBoard Technical Requirements form. To the extent Vendor has acknowledged the ability to comply with the BuyBoard Technical Requirements, Vendor's subsequent failure or refusal to comply shall be deemed an event of default under the Contract. To the extent Vendor is unable to meet the applicable BuyBoard Technical Requirements, Vendor acknowledges that, if awarded a Contract, information available on the BuyBoard for Vendor's awarded products or services may be more limited than other Vendors, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.

The BuyBoard Technical Requirements may be updated from time to time, and Vendor agrees to use best efforts to comply, if able, with updated requirements.

In using the BuyBoard Website, Vendor agrees to comply with BuyBoard Terms and Conditions of Use and BuyBoard Privacy Policy ("BuyBoard Website Terms") which are available on the website and may be updated from time to time. The BuyBoard Website Terms supplement the Contract. In the event of any conflict between the Contract and the BuyBoard Website Terms, the Contract shall prevail.

(b) Purchase Order Reporting

A Cooperative member may make purchases from Vendor under the Contract by issuing a Purchase Order to procure Awarded Items. **All Purchase Orders generated by or under the Contract must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative Administrator, neither Vendor nor any Vendor Designated Dealer is 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.** To the extent Vendor or Vendor's Designated Dealer receives a Purchase Order directly from a Cooperative member that Vendor has reason to believe has not been received by the Cooperative or processed through the BuyBoard, Vendor shall promptly provide a copy of the Purchase Order to the Cooperative Administrator.

A Vendor may request authorization to self-report Cooperative member purchases by completing the Vendor Request to Self-Report BuyBoard Purchases form included in the Proposal Invitation or such other form as may be required by the Cooperative Administrator. Any request must be submitted in writing and is subject to written approval by the Cooperative Administrator. To the extent that a Vendor is authorized in writing by the Cooperative administrator to self-report Cooperative member purchases under the Contract, Vendor shall be required to comply with all additional terms and conditions imposed by the Cooperative as part of such authorization.

The Cooperative may, from time to time, in its reasonable discretion, provide instructions and modify the procedures for reporting Purchase Orders under the Contract by providing Vendor at least 30 days advance written notice. Vendor acknowledges and agrees that notice provided via electronic mail to the Purchase Order contact designated by Vendor in Vendor's Proposal, or subsequently updated in writing, shall satisfy this requirement. Continued acceptance of Purchase Orders and/or any Contract renewal by Vendor shall constitute acceptance of any modified Purchase Order procedures.

The intent of the Cooperative member to purchase through the Cooperative Contract is paramount. The method or timing of reporting a Purchase Order to the Cooperative shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase.

Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard.

(c) Vendor Invoices
To further document and report Cooperative member purchases under the Contract, Vendor shall provide the Cooperative with copies of Vendor Invoices for all Cooperative member purchases under the Contract. Vendor shall submit copies or reports of Vendor Invoices to info@buyboard.com promptly upon generation of the invoice. Vendor shall ensure that the Contract number and member Purchase Order number is included with the Vendor Invoice.

In lieu of providing copies of individual Vendor Invoices, Vendor may provide monthly reports of Vendor Invoices to info@buyboard.com no later than the 10th day of the month. The monthly Vendor Invoice reports shall include a list of all invoices billed by Vendor during the preceding month to Cooperative members for purchases under the Contract. Monthly Vendor Invoice reports shall include any and all information reasonably required by and be in such format as may be reasonably required by the Cooperative Administrator. At a minimum, Vendor Invoice reports shall include the Cooperative member name, Purchase Order number, general description of the purchase including Contract number and Contract category under which the purchase was made, and invoice amount.

Vendor agrees to cooperate, and to require any Vendor Designated Dealer(s) to cooperate, with the Cooperative to promptly provide such reasonable information and documentation as the Cooperative Administrator may require regarding Purchase Orders received by Vendor and Vendor Invoices issued by Vendor under the Contract.

12. Service Fee
Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the Awarded Pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in a service fee invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** ("Dispute Period") by returning a copy of the invoice or statement of outstanding balances to the Cooperative Administrator with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative Administrator in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent to cooperate, with the Cooperative Administrator in attempting to reconcile and resolve disputed fees and shall provide such reasonable information and documentation as the Cooperative Administrator may require to review the disputed fees to the satisfaction of the Cooperative Administrator's staff. Any service fees for which the Cooperative Administrator has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board policy on vendor invoicing and collections, which is available from the Cooperative Administrator on request.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor

shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding those Purchase Orders as the Cooperative Administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

13. Disclaimer of Warranty and Limitation of Liability

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILIY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract or Purchase Order.

14. Sales Tax

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax-exempt status by including tax exemption information or tax exemption certificate with the Purchase Order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

15. Use of BuyBoard Logo and Trade Name

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

16. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB, and Cooperative members, and their officers, board members, agents and employees, from and against all third-party claims, actions, suits, liability, liens, loss and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (a) injury or death to any person or damage to any property related to the acts of Vendor or its agents, subcontractors, or employees in the execution of or performance under the Contract or a Purchase Order, as applicable; and (b) Vendor's negligence, misconduct, breach of contract or other failure to comply with its obligations in the execution or performance under the Contract or a Purchase Order, as applicable.

17. Intellectual Property Infringement by Vendor

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative, the Cooperative Administrator, or a Cooperative member that alleges that either (1) all or any part of the products or services supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, or (2) any information provided by Vendor or its designated dealers or agents to a Cooperative member, the Cooperative, or the Cooperative Administrator (including, but not limited to, information submitted by Vendor to the Cooperative or Cooperative Administrator for the BuyBoard website), infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, Cooperative Administrator, or Cooperative member upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative, the Cooperative Administrator, and the Cooperative member harmless against any such claim or action and shall indemnify the Cooperative, the Cooperative Administrator, and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, unless otherwise agreed in writing by the Cooperative member, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product or cancel the service and refund the purchase price (less reasonable depreciation for use, if applicable.)

18. Remedies for Default and Termination of Contract

(a) Default and Termination of Cooperative Contract

Except as otherwise provided for in these Terms and Conditions, either party (Cooperative or Vendor) may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least 10 business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and, to the extent the default is capable of being cured, a 10 business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

1) Materially misleading or false statement(s) in Vendor's Proposal;
2) Delivery of product or services that fail to meet the item specifications;
3) Delivery of product or services that are defective or substandard or fail to pass product inspection;
4) Delivery of a product substitution, except as specifically authorized by the Contract;
5) Failure to meet required delivery schedules;
6) Failure to timely supply Awarded Items at the Awarded Pricing;
7) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, its parent company, or affiliates;
8) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative or Cooperative Administrator including, but not limited to, information requested under sections E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases) or E.12 (Service Fees) of these Terms and Conditions;
9) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative Administrator;

10) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
11) Selling non-awarded products or services under the Contract or any other BuyBoard contract; or
12) Vendor refusal, inability, or loss of ability to offer or provide Awarded Items to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19 (Force Majeure).

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative, acting by or through the Cooperative Administrator, may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer, or require removal of an Awarded Item with or without prior notice to Vendor, if the Cooperative or Cooperative Administrator reasonably determines that that there has been a breach under the Contract or any other BuyBoard contract with Vendor, including but not limited to nonpayment of service fees, or that there is a potential policy, public health, or safety issue to warrant such action. The temporary inactivation may remain in effect pending further action or termination of the Contract by the Cooperative. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members. Additionally, the Cooperative may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Vendor shall be liable for any and all damages permitted by law, and any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability to the Cooperative shall be deemed rejected.

The Cooperative will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for the Cooperative not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for Awarded Items sold under the Contract to Cooperative members prior to such termination.

(b) Default and Termination of Cooperative Member Purchase

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default. A Cooperative member may terminate a Purchase Order or refuse to accept delivery (1) as provided for in these Terms and Conditions, Cooperative member Purchase Order, or ancillary agreement, or (2) for Vendor's material breach of a term or condition included in the Contract, a Cooperative member Purchase Order, or ancillary agreement. Additionally, to the extent permitted by law, Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Nothing herein shall limit the remedies available to a Cooperative member under applicable law.

A Cooperative member will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

19. Force Majeure

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics or pandemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract or a Purchase Order caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. The Cooperative will not be responsible for any cost incurred by Vendor because of a Force Majeure event. A Cooperative member will not be responsible for any cost incurred by Vendor because of the Force Majeure event unless an authorized representative of the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

F. Miscellaneous

1. Assignment

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regard to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and promptly provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the party to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including Awarded Pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.

If Vendor ceases distribution of an Awarded Item for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given via electronic mail or in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

3. Equal Employment Opportunity (EEO) Disclosures

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

4. Applicable Law, Venue and Dispute Resolution

The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

5. Waiver

No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

6. Interpretation – Parol Evidence

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

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7. Right to Assurance
Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

8. Non-Appropriations Clause
Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

9. Invalid Term or Condition
If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

10. Remedies Cumulative
The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

11. Signatures
Except as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided electronically or as an imaged document, and an electronic or facsimile signature shall be deemed an original.

12. Right of Setoff
Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.

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APPENDIX I
BUYBOARD TECHNICAL REQUIREMENTS

The following are the BuyBoard Technical Requirements, current as of the date indicated at the bottom of this document.

Technical Requirements and Instructions for Vendor Logo Files

Vendor logo files submitted for inclusion on the BuyBoard website must be provided in one of the following formats:

Preferred:
- Minimum longest dimension (width or height): 384 pixels
- Image type: PNG

Other acceptable formats:
- Minimum longest dimension (width or height): 192 pixels
- Image type: JPG, JPEG, WebP

Technical Requirements and Instructions for Vendor Product Details

Following Contract award, Awarded Vendors for commodity items will be expected to promptly provide product details for awarded products in an electronic Excel spreadsheet in the format listed below. (A spreadsheet template will be provided to Vendors after Contract award.)

File Name Format: <VendorName>_<ContractNumber>_<YYYYMMDD>.xlsx (eg. TASB_123-45_20200720.xlsx)

Field Name	Required?	Description	Type	Character Limit
Product Name	Required	The product name. Should be unique to each product. Do not list a product category.	Text	255
Product Description	Required	Product description as might appear in a catalog. Can include specifications, annotations, etc. **Do not include:** -Bullet points -HTML	Text	No limit
Manufacturer Name	Strongly recommended	Name of product manufacturer (or "brand"). If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	125

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Manufacturer Product Number	Strongly recommended	Manufacturers product or part number. If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	50
Vendor Product Number	Required	Your product number or SKU. Can be the same as ManufacturerProductNumber if you do not use a separate number or SKU (if you are the manufacturer, or use the same number as the manufacturer).	Text	50
UOM	Required	Measurement that represents a single unit of this product relative to price (eg. EA "each", PK "pack", CS "case", etc). Can be in abbreviated format (ex. EA) or full word format (ex. Each). **This should <u>not</u> be a numeric value.**	Text	10
Vendor Image Url	Strongly recommended	A link to an individual product image. If none exists, leave blank. Link should begin with https://. **Do not provide:** -A link to the home page of your website -A link to a product page or another section of your website If none available, blanks are ok, but strongly recommended to have this information. Product images help sell your product!	Text	1000
List Price	Required	Price per unit of product without BuyBoard discount.Cannot be left blank. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Discount Percent **OR**	One or the other required*	The percentage discount off of List Price, per the Contract.	Percentage-one decimal place max	N/A

Discount Price *You are only required to provide either Discount Percent OR Discount Price. You may provide both if you wish, but at least one must be provided.		Price per unit of product with BuyBoard discount applied. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Vendor Page Url	Optional	A link to an online catalog listing for this product (if available). This is for future use. **Do not provide:** -A link to the home page of your website	Text	1000
Vendor Thumnail Image Url	Optional	A link to a catalog product **thumbnail** image (if available).	Text	1000
Vendor Category	Optional	Your categorization for this product. If this product is nested within categories, please delimit between categories. This information is for future use.	Text	1000
UNSPSC Code	Optional	(https://www.unspsc.org/) if available.	Numeric	N/A
Extended Attributes	Optional	This field is reserved for any additional information which should be used for search indexing for this line item. It could include information on options, colors, sizes, informative notifications, etc.	Text	No limit

***Products must be unique. Duplicate products will not be accepted.** To make a product unique, it must have one of the following:*
1- A unique Vendor Product Number
2- A unique Vendor Product Number + UOM combination
DESIRED RESULT:
Product A - 1234567 - EA (different vendor product numbers)
Product B - 1234568 - EA
-OR-
Product A - 1234567 - EA (same vendor product number, different UOM)
Product B - 1234567 - PK

WRONG:
Product A - 1234567 - EA
Product B - 1234567 - EA

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APPENDIX II
ADDITIONAL TERMS AND CONDITIONS FOR BUYBOARD SELF-REPORTING

The following additional terms and conditions shall apply to any approved Vendor Request to Self-Report BuyBoard Purchases:

1. **BuyBoard Contracts Subject to Self-Reporting.** Authorization to self-report shall apply only to a Contract awarded under this Proposal Invitation. To the extent Vendor is awarded on another BuyBoard contract or contracts, separate authorization to self-report for such other contract(s) is required.

2. **Monthly Vendor Reports.** Vendor shall submit reports of Cooperative member purchases monthly to the Cooperative Administrator ("Monthly Vendor Reports"). All Monthly Vendor Reports shall be provided to BuyBoard at contractadmin@buyboard.com no later than the 10th day of the month. The Monthly Vendor Reports shall include a list of all purchase orders completed and invoiced by Vendor during the preceding month for BuyBoard members. Monthly Vendor Reports shall include any and all information reasonably required by, and in such format as may be reasonably required by, the BuyBoard Administrator from time to time. At a minimum, Monthly Vendor Reports shall include:

    i. BuyBoard member name;
    ii. Purchase Order amount;
    iii. Purchase Order number;
    iv. Date Purchase Order submitted to vendor;
    v. Date purchase executed / completed / delivered;
    vi. List of any Purchase Orders on prior Monthly Vendor Report(s) subsequently canceled;
    vii. General description of purchase, including Vendor's awarded BuyBoard contract number and category or categories under which the purchase was made; and
    viii. Final purchase amount total (as invoiced to BuyBoard member);
    ix. Invoice Date.

3. **Reconciling Self-Reported Information and Discrepancies.** BuyBoard may, in its sole discretion, periodically send information to Cooperative members listing all purchases self-reported by Vendor for the Cooperative member and/or request reports from Cooperative members containing purchase order data. If discrepancies are noted or reported by the Cooperative member as a result of such report or otherwise, Vendor agrees to promptly respond and cooperate with the Cooperative and/or Cooperative members to reconcile and correct any discrepancies. Vendor further agrees to promptly respond to requests and comply with any reasonable request for information and documentation by the Cooperative or a Cooperative member to assist in such reconciliation.

4. **Vendor Accounts.** Recognizing that Cooperative members seeking best value may wish to compare pricing from multiple cooperatives when considering individual purchases, the Cooperative expects Vendor to honor any request by a Cooperative member to make a purchase through the Contract and expects that Vendor will not seek to limit or inhibit a Cooperative member from making individual purchases through the purchasing cooperative of its choice, regardless of the Cooperative member establishing an account with Vendor designating BuyBoard as its cooperative.

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5. **Vendor Obligation Comply with BuyBoard Contract.** Nothing in an authorization to self-report shall be deemed to waive any of Vendor's obligations under the General Terms and Conditions of the Contract, including but not limited to Vendor's obligations to honor Cooperative member Purchase Orders and pay all service fees on such Purchase Orders. Nothing shall require Cooperative members to utilize Vendor's self-reporting option to make purchases under the Contract. Vendor shall process all Purchase Orders, including any Purchase Orders received directly through the BuyBoard.

6. **Amendment.** These Additional Terms and Conditions for BuyBoard Self-Reporting are subject to amendment by the Cooperative at any time in its sole discretion. BuyBoard shall provide written notice to Vendor of any amendment, and the amendment shall be effective thirty (30) days after the date of the written notice.

7. **Termination of Self-Report Authorization.** The Cooperative may terminate any authorization for Vendor to self-report at any time for any reason, in its sole discretion. Notice of termination, including the effective date of the termination, shall be provided to Vendor in writing. If Vendor at any time wishes to cease self-reporting BuyBoard member purchases, including after receipt of amended self-reporting terms or conditions as provided herein, Vendor shall provide the Cooperative with at least thirty (30) days prior written notice of its request to revoke, listing the effective date of such revocation in the notice. Any termination or revocation of an authorization to self-report shall pertain to Vendor self-reporting only and shall not affect an awarded Vendor's underlying BuyBoard contract.

8. **BuyBoard Contract Terms and Conditions.** Self-reporting is subject to the General Terms and Conditions of the Contract. Unless otherwise indicated, all capitalized terms used herein shall have the same meaning as set forth in the General Terms and Conditions of the Contract.

9. **Assignment.** An authorization to self-report is specific to Vendor and not subject to assignment. In the event a Vendor's awarded Contract is subsequently assigned to another vendor where permitted by the Contract, the Contract assignee must submit its own Vendor Request to Self-Report BuyBoard Purchases and receive approval of such request by the BuyBoard Administrator.

AFFP
Texas Association of School Bo

Affidavit of Publication

STATE OF TEXAS }
COUNTY OF POTTER } SS

Jaime Pipkin, being duly sworn, says:

That she is Multi-Media Account Executive of the Amarillo Globe-News, a daily newspaper of general circulation, printed and published in Amarillo, Potter County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following

July 12, 2022, July 19, 2022

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Multi-Media Account Executive

Subscribed to and sworn to me this 19th day of July 2022.

Kimberly Dawn Megrew, Notary Public, Potter County, Texas
My commission expires: January 09, 2023

Kimberly Dawn Megrew
My Commission Expires
01/09/2023
ID No. 131847518

00008868 16120328

Texas Association of School Boards/AMA
12007 Research Blvd.
AUSTIN, TX 78759

Texas Association of School Boards

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electronically through the Cooperative's designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing

LOCALiQ
Austin
American-Statesman

PO Box 631667 Cincinnati, OH 45263-1667

PROOF OF PUBLICATION

Tx Assoc Of School Boards
Attn Melonie Perry
Tx Assoc Of School Boards
12007 Research BLVD

Austin TX 78759-2429

STATE OF TEXAS, COUNTIES OF BASTROP, BELL, BLANCO, BURNET, CALDWELL, COMAL, CORYELL, FAYETTE, GILLESPIE, GUADALUPE, HAYS, KERR, LAMPASAS, LEE, LLANO, MILAM, TRAVIS & WILLIAMSON

The Austin American Statesman, a newspaper that is generally circulated in the counties of Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis and Williamson, State of Texas, printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

07/12/2022, 07/19/2022

and that the fees charged are legal.
Sworn to and subscribed before on 07/19/2022

Legal Clerk

Notary, State of WI, County of Brown

9/19/25

My commision expires

Publication Cost:	$1716.00		
Order No:	7491710	# of Copies:	
Customer No:	742378	1	
PO #:			

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

Texas Association of School Boards

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NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

JUly 12,19, 2022 7491710

HC MEDIA GROUP
HEARST corporation

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

TEXAS ASSOCIATION OF SCHOOL 0034211157 HOUC004513224
RAN A LEGAL NOTICE
SIZE BEING: 3 x68 L

Product	Date	Class	Page
HOU Chronicle	Jul 12 2022	Bids and Proposals	B 4
HOU Chronicle	Jul 19 2022	Bids and Proposals	B 4

Victoria Bond AK Clerk
NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 19th Day of July A.D. 2022

VERONICA TYRONE STOVALL 7163357 NOTARY PUBLIC STATE OF TEXAS EXPIRES FEBRUARY 10, 2024

Veronica Tyrone Stovall
Notary Public in and for the State of Texas

Texas Association of School Boards

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AFFP
Texas Association of School Bo

Laurie Terry
TEXAS ASSOC OF SCHOOL BOARDS
12007 RESEARCH BLVD
AUSTIN, TX 78759

Affidavit of Publication

State of Wisconsin
County of Brown

I, said Legal Clerk, being duly sworn, says:
That I am the Legal Clerk of the Avalanche-Journal, a daily newspaper of general circulation in the counties of: Cochran, Crosby, Dawson, Floyd, Gaines, Garza, Hale, Hockley, Lamb, Lubbock, Lynn, Motley, Terry, and Yoakum, Texas; printed and published in Lubbock, Lubbock County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

July 12, 2022, July 19, 2022

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Legal Clerk

Subscribed to and sworn to me this 19th day of July 2022.

Notary Public, State of Wisconsin, County of Brown

My commission expires: 6/30/2025

00000173 16120578 8002115454

AMY KOKOTT
Notary Public
State of Wisconsin

Texas Association of School Boards

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HEARST

MEDIA SOLUTIONS

San Antonio Express News | ExpressNews.com | mySA.com

SAN ANTONIO EXPRESS - NEWS
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared: Geena Garza, who after being duly sworn, says that she is the Bookkeeper of HEARST NEWSPAPERS, LLC - dba: SAN ANTONIO EXPRESS - NEWS, a newspaper published in Bexar County, Texas and that the publication, of which the annexed is a true copy, was published to wit:

Customer ID	Customer	Order ID	Publication	Pub Date
20000624	TEXAS ASSN OF SCHOOL BOARDS	34211090	SAE Express-News	07/12/22
			SAE Express-News	07/19/22

ggeena garza
Geena Garza
Bookkeeper

Sworn and subscribed to before me, this 20th **day of** July **A.D.** 2022

Notary public in and for the State of Texas

MARK RAYMOND PORTER
Notary Public, State of Texas
Comm. Expires 10-27-2025
Notary ID 133416864

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The Oregonian OREGONLIVE.COM
OREGONIAN MEDIA GROUP

The Oregonian
LEGAL AFFIDAVIT

AD#: 0010372344

State of Oregon,) ss
County of Multnomah)

Bradley Dion being duly sworn, deposes that he/she is principal clerk of Oregonian Media Group; that The Oregonian is a public newspaper published in the city of Portland, with general circulation in Oregon, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

The Oregonian 07/12, 07/19/2022

Principal Clerk of the Publisher

OFFICIAL STAMP
KIMBERLEE WRIGHT O'NEILL
NOTARY PUBLIC-OREGON
COMMISSION NO. 979329
MY COMMISSION EXPIRES SEPTEMBER 24, 2022

Sworn to and subscribed before me this 19th day of July 2022

Notary Public

Texas Association of School Boards
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Austin
American-Statesman

PO Box 631667 Cincinnati, OH 45263-1667

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Attn Melonie Perry
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12007 Research BLVD

Austin TX 78759-2429

STATE OF TEXAS, COUNTIES OF BASTROP, BELL, BLANCO, BURNET, CALDWELL, COMAL, CORYELL, FAYETTE, GILLESPIE, GUADALUPE, HAYS, KERR, LAMPASAS, LEE, LLANO, MILAM, TRAVIS & WILLIAMSON

The Austin American Statesman, a newspaper that is generally circulated in the counties of Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis and Williamson, State of Texas, printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

07/12/2022, 07/19/2022

and that the fees charged are legal.
Sworn to and subscribed before on 07/19/2022

Legal Clerk

Notary, State of WI, County of Brown

9/19/25

My commision expires

Publication Cost:	$1716.00		
Order No:	7491710	# of Copies:	
Customer No:	742378	1	
PO #:			

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

Texas Association of School Boards

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

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JUly 12,19, 2022 7491710

BROWNSVILLE
The Herald

PUBLISHER'S AFFIDAVIT

I Sally Rodriguez, being duly sworn on her oath states that she is a representative of The Brownsville Herald and that the attached notice appeared in the following issues:

Date: July 12, 19, 2022

Acct: 40021292-Texas Asso. Of School Boards

Ticket: 30212638-Request For Proposals

Sally Rodriguez
SALLY RODRIGUEZ

Subscribed and sworn to before me on this the 01st day of August 2022

NOTARY PUBLIC STATE OF TEXAS
SYLVIA A. GONZALEZ
My Notary ID # 126798688
Expires May 19, 2025

Notary Public, Cameron County
State of Texas

Texas Association of School Boards

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HC MEDIA GROUP
HEARST corporation

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

TEXAS ASSOCIATION OF SCHOOL 0034211157 HOUC004513224
RAN A LEGAL NOTICE
SIZE BEING: 3 x68 L

Product	Date	Class	Page
HOU Chronicle	Jul 12 2022	Bids and Proposals	B 4
HOU Chronicle	Jul 19 2022	Bids and Proposals	B 4

Victoria Bond AK Clerk
NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 19th Day of July A.D. 2022

VERONICA TYRONE STOVALL 7163357 NOTARY PUBLIC STATE OF TEXAS EXPIRES FEBRUARY 10, 2024

Veronica Tyrone Stovall
Notary Public in and for the State of Texas

Texas Association of School Boards

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AFFP
Texas Association of School Bo

Laurie Terry
TEXAS ASSOC OF SCHOOL BOARDS
12007 RESEARCH BLVD
AUSTIN, TX 78759

Affidavit of Publication

State of Wisconsin
County of Brown

I, said Legal Clerk, being duly sworn, says:
That I am the Legal Clerk of the Avalanche-Journal, a daily newspaper of general circulation in the counties of: Cochran, Crosby, Dawson, Floyd, Gaines, Garza, Hale, Hockley, Lamb, Lubbock, Lynn, Motley, Terry, and Yoakum, Texas; printed and published in Lubbock, Lubbock County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

July 12, 2022, July 19, 2022

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Legal Clerk

Subscribed to and sworn to me this 19th day of July 2022.

Notary Public, State of Wisconsin, County of Brown

My commission expires: 6/30/2025

00000173 16120578 8002115454

AMY KOKOTT
Notary Public
State of Wisconsin

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HEARST

MEDIA SOLUTIONS

San Antonio Express News | ExpressNews.com | mySA.com

SAN ANTONIO EXPRESS - NEWS
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared: Geena Garza, who after being duly sworn, says that she is the Bookkeeper of HEARST NEWSPAPERS, LLC - dba: SAN ANTONIO EXPRESS - NEWS, a newspaper published in Bexar County, Texas and that the publication, of which the annexed is a true copy, was published to wit:

Customer ID	Customer	Order ID	Publication	Pub Date
20000624	TEXAS ASSN OF SCHOOL BOARDS	34211090	SAE Express-News	07/12/22
			SAE Express-News	07/19/22

geena garza
Geena Garza
Bookkeeper

Sworn and subscribed to before me, this 20th **day of** July **A.D.** 2022

Notary public in and for the State of Texas

MARK RAYMOND PORTER
Notary Public, State of Texas
Comm. Expires 10-27-2025
Notary ID 133416864

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The Oregonian OREGONLIVE.COM
OREGONIAN MEDIA GROUP

The Oregonian
LEGAL AFFIDAVIT

AD#: 0010372344

State of Oregon,) ss
County of Multnomah)

Bradley Dion being duly sworn, deposes that he/she is principal clerk of Oregonian Media Group; that The Oregonian is a public newspaper published in the city of Portland, with general circulation in Oregon, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

The Oregonian 07/12, 07/19/2022

Principal Clerk of the Publisher

OFFICIAL STAMP
KIMBERLEE WRIGHT O'NEILL
NOTARY PUBLIC-OREGON
COMMISSION NO. 979329
MY COMMISSION EXPIRES SEPTEMBER 24, 2022

Sworn to and subscribed before me this 19th day of July 2022

Notary Public

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707-23, Copy/Office Paper and Toner Supplies, 2/16/22 at 4:00PM, 6/1/2023 to 5/31/2026

"Completed sealed proposals will be received by the Local Government Purchasing Cooperative either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 or as set out in the Instructions to Proposers."

NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

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

April 21, 2024

Sent via email to: mikesandler@bwicompanies.com

Mike Sandler
BWI Companies
1418 Upfield Dr.
Carrollton TX 75006

Re: Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils
BuyBoard Contract 705-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils, Contract 705-23 effective 6/1/2023 through May 31, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through May 31, 2025.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

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

April 17, 2023

Sent Via Email: mikesandler@bwicompanies.com

Mike Sandler
BWI Companies
1418 Upfield Dr.
Carrollton, TX 75006

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 705-23, Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils

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 June 1, 2023 through May 31, 2024, 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. 705-23 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. Once the contract is active, 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, feel free contact me at 800-695-2919.

Sincerely,

Leigh A Clover

Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

April 17, 2023

Sent Via Email: mikesandler@bwicompanies.com

Mike Sandler
BWI Companies
1418 Upfield Dr.
Carrollton, TX 75006

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 705-23, Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils

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 June 1, 2023 through May 31, 2024, 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. 705-23 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. Once the contract is active, 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, feel free to contact me at 800-695-2919.

Sincerely,

Leigh Clover, Bid Analyst
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

12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils

Proposal Due Date/Opening Date and Time: February 2, 2023, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 705-23

Anticipated Cooperative Board Meeting Date: April 2023

Contract Term: June 1, 2023, through May 31, 2024, with two possible one-year renewals.

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

BWI Companies, Inc
Name of Proposing Company

1/26/2023
Date

1418 Upfield Dr.
Street Address

Signature of Authorized Company Official

Carrollton, TX 75006
City, State, Zip

Mike Sandler
Printed Name of Authorized Company Official

(972)242-4755
Telephone Number of Authorized Company Official

Office Manager
Position or Title of Authorized Company Official

(972)242-7675
Fax Number of Authorized Company Official

75-1789544
Federal ID Number

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PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: _____

12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Initial: [signature]

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☑ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☐ No

Initial: _____

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NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: 

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

_____

_____

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initials

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial:

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

Initial:

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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: _____

BuyBoard PURCHASING COOPERATIVE
12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: _____

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B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: _____

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EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

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

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:**

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3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: MS

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

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

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

■ **YES**, I agree. ☐ **NO**, I do not agree.

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10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:
Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

■ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial:

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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

BWI Companies, Inc

Company Name

Signature of Authorized Company Official

Mike Sandler - Office Manager

Printed Name and Title

1/26/2023

Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: BWI Companies, Inc

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ■ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): TX

Federal Employer Identification Number: 75-1789544

(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BWI Companies, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 990

Requester's name and address (optional)

6 City, state, and ZIP code

Nash, TX 75569

7 List account number(s) here (optional)

voice 903-838-8561 fax 903-831-4799

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	5	–	1	7	8	9	5	4	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 3/10/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____. (The period of the 12-month period is _____/_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☒ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 10 **Proposed Discount (%):** 10

Explanation: _____

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	City of Grand Prairie,	Jesus Coronado,	972-237-8262,	Variable*,	$26,996,	Delivered
2.	City of Ft Worth,	Will Pemberton,	817-536-4775,	Variable*,	$22,667,	Delivered
3.	City of Frisco,	Eddie Camacho,	972-335-5517,	Variable*,	$93,484,	Delivered
4.	City of Richardson,	Rene Kermes,	972-744-4300,	Variable*,	$117,845,	Delivered
5.	City of Midland,	David Sanchez,	432-685-7356,	Variable*,	$54,791,	Delivered

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☒ **NO** ☐ If YES, please explain:

Different tier pricing depending if ISD or city

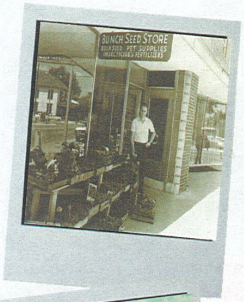
COMPANY PROFILE

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.)

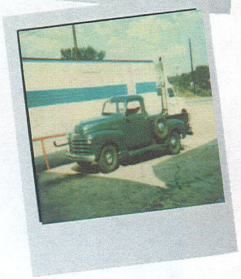
WELCOME TO BWI

www.bwicompanies.com

BWI Companies, Inc., founded by Bob and Betty Bunch, celebrated fifty years of business in 2008. The company began its wholesale operations and has since expanded to a total of 14 locations, including 8 full line distribution centers across the Mid-south and Southeastern United States.



BWI currently distributes lawn and garden products, animal health, horticultural products, and turf products to garden centers, farm and feed stores, hardware stores, grocery, regional multi-store outlets, greenhouse growers, nursery growers, landscapers, lawn and land care companies, golf courses and other related outlets.



BWI has a field sales staff over 125 strong and makes timely deliveries with its company-owned fleet. With over 600 employees company-wide, BWI remains a strong and viable supplier in the marketplace. With second generation leadership provided by Co-Presidents and CEO's, Robert and Jim Bunch, BWI will continue to provide its customers with TopNotch service and quality products at competitive values by professional people.



BWI SERVICES PROVIDED

- ✓ Low minimum order requirements
- ✓ Dependable weekly delivery
- ✓ Lift gates and pallet jacks
- ✓ Best value in industry preview (EXPO)
- ✓ Horticulture Technical Sales Staff
- ✓ Real time field ordering systems
- ✓ Inventory from largest resource pool in the South
- ✓ Local in-store retailer training programs
- ✓ Retail Category Management Program
- ✓ One stop shop
- ✓ Webinar training
- ✓ In-store project assistance
- ✓ Consumer contact assistance

BuyBoard PURCHASING COOPERATIVE

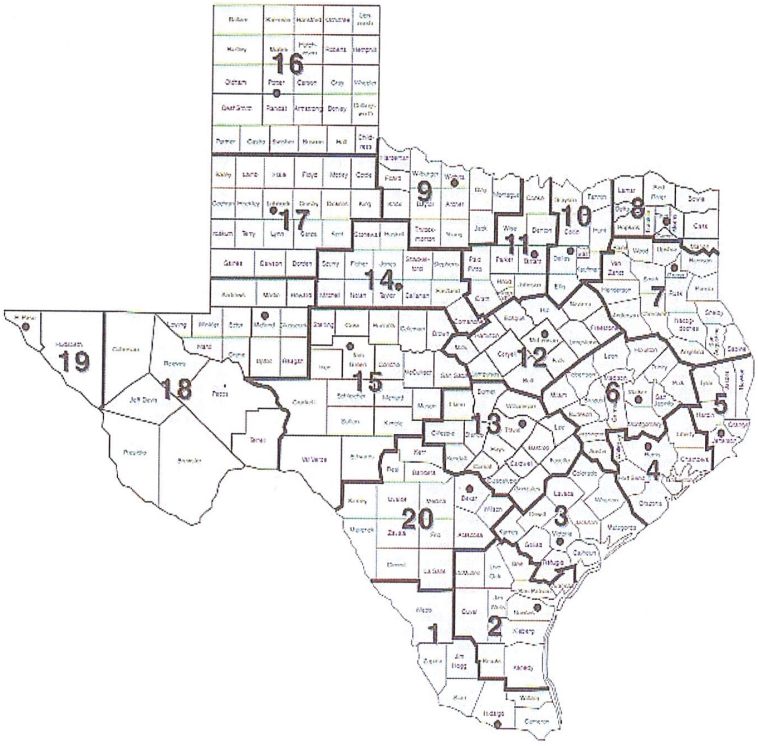
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TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

BWI COMPANIES, INC
Name of Vendor

705-23
Proposal Invitation Number

Signature of Authorized Company Official

MIKE SANDLER
Printed Name of Authorized Company Official

12/20/23
Date

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
BWI - Texarkana	Logan Leschper	1371 N. Kings Hwy. Texarkana, TX 75569 800-442-8443
BWI - Schulenburg	Craig Schulz	100 N. Main Schulenburg, TX 78956 800-460-9713

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name _____ Designated Dealer Contact Person _____

Designated Dealer Address _____

City _____ State _____ Zip _____

Phone Number _____ Fax Number _____

Email address _____ Designated Dealer Tax ID Number* **(*attach W-9)** _____

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

   105 years - Not for sale

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

   Fully staffed and buyers keeping inventory levels at 100% to insure we have customers needs

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

   Our salesman will continue to push our customers to use BuyBoard instead of bid process which is more easier for both the customer and us.

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4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

N/A

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

NO

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

NONE

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

NONE

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: BWI Companies, Inc

_____

Signature of Vendor Authorized Representative

Printed Name: Mike Sandler

Title: Office Manager

Date: 1/23/2023

(*For Cooperative Administrator Use Only*)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

BWI Companies Information

Address: 1418 Upfield Drive
Carrollton, TX 75006
Phone: (972) 242-4755
Fax: (972) 242-7251
Toll Free: (800) 752-6632
Web Address: www.bwicompanies.com

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

Mike Sandler — *Signature*
mikesandler@bwicompanies.com — *Email*

Submitted at 1/26/2023 12:10:25 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 705-23 Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils — BuyBoard #705-23.xlsx

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist — BuyBoard #705-23.xlsx

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Manufacturer Authorization Letter(s) — DOC012623.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 or a response on company letterhead explaining that the company is not required to submit an authorization letter.

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed — *No response*

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

Company Profile — company profile.pdf

REQUIRED-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.)

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

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

Bid Attributes

1 Federal Identification Number

Federal Identification Number

75-1789544

2 HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 No Israel Boycott Certification

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 MWBE/HUB Status Certification

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 Minority Owned Business

Minority Owned Business

☐ *Minority Owned Business (Yes)*

7	**Women Owned Business** Women Owned Business ☐ *Women Owned Business (Yes)*
8	**Service-Disabled Veteran Owned Business** Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) ☐ *Service-Disabled Veteran Owned Business (Yes)*
9	**Certification Number** Certification Number *No response*
10	**Name of Certifying Agency** Certifying Agency *No response*
11	**Non-MWBE/HUB** My company has NOT been certified as a MWBE/HUB ☑ Non-HUB (Yes)
12	**Vendor General Contact Information** Proposal/Contract General Contact Information
13	**Vendor Proposal/Contract Contact Name** Vendor Proposal/Contract Contact Name Mike Sandler
14	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address mikesandler@bwicompanies.com
15	**Vendor Proposal/Contract Mailing Address** Vendor Proposal/Contract Mailing Address 1418 Upfield Dr.
16	**Vendor Proposal/Contact Mailing Address - City** Vendor Proposal/Contact Mailing Address - City Carrollton
17	**Vendor Proposal/Contact Mailing Address - State** Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) TX
18	**Vendor Proposal/Contact Mailing Address - Zip Code** Vendor Proposal/Contact Mailing Address - Zip Code 75006

19 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

972-242-4755

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

10427

21 **Company Website**

Company Website (www.XXXXX.com)

ww.bwicompanies.com

22 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

23 **Purchase Order E-mail Address**

Purchase Order E-mail Address

mikesandler@bwicompanies.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Mike Sandler

25 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

972-242-4755

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

10427

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

No response

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

No response

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

No response

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

32 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

mikesandler@bwicompanies.com

34 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Mike Sandler

35 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

9722424755

36 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

10427

37 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

No response

38 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

No response

39 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

No response

40 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

41 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

42 **Invoices**

Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

BWI Companies, Inc

44 **Invoice Company Department Name**

Invoice Company Department Name

accounts payable

45 **Invoice Contact Name**

Invoice Contact Name

Mike Sandler

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

PO Box 810920

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Dallas

48	**Invoice Mailing Address - State** Invoice Mailing Address - State (Abbreviate State Name) TX
49	**Invoice Mailing Address - Zip Code** Invoice Mailing Address (Zip Code) 75381
50	**Invoice Contact Phone Number** Invoice Contact Phone Number (xxx-xxx-xxxx) 972-242-4755
51	**Invoice Contact Extension Number** Invoice Contact Extension Number 10427
52	**Invoice Contact Fax Number** Invoice Contact Fax Number (xxx-xxx-xxxx) 972-242-7675
53	**Invoice Contact E-mail Address** Invoice Contact E-mail mikesandler@bwicompanies.com
54	**Invoice Contact Alternate E-mail Address** Invoice Contact Alternate E-mail Address *No response*
55	**Billing Agent Company Name** Billing Agent Company Name *No response*
56	**Billing Agent Department Name** Billing Agent Department Name *No response*
57	**Billing Agent Contact Name** Billing Agent Contact Name *No response*
58	**Billing Agent Mailing Address** Billing Agent Mailing Address (P.O. Box or Street Address) *No response*
59	**Billing Agent Mailing Address - City** Billing Agent Mailing Address - City *No response*

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

61 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

62 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

63 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

64 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

65 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

66 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

67 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Common Carrier

68 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

products may be picked at our location at will call

69 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

70 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

71 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

72 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

73 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

74 **Company Name**

Company Name

BWI Companies, Inc

75 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

All Regions

76 **Region 1**

Region 1 - Edinburg

☑ Region 1 (1)

77 **Region 2**

Region 2 - Corpus Christi

☑ Region 2 (2)

78 **Region 3**

Region 3 - Victoria

☑ Region 3 (3)

79 **Region 4**

Region 4 - Houston

☑ Region 4 (4)

80 **Region 5**

Region 5 - Beaumont

☑ Region 5 (5)

81	**Region 6** Region 6 - Huntsville ☑ Region 6 (6)
82	**Region 7** Region 7 - Kilgore ☑ Region 7 (7)
83	**Region 8** Region 8 - Mount Pleasant ☑ Region 8 (8)
84	**Region 9** Region 9 - Wichita Falls ☑ Region 9 (9)
85	**Region 10** Region 10 - Richardson ☑ Region 10 (10)
86	**Region 11** Region 11 - Fort Worth ☑ Region 11 (11)
87	**Region 12** Region 12 - Waco ☑ Region 12 (12)
88	**Region 13** Region 13 - Austin ☑ Region 13 (13)
89	**Region 14** Region 14 - Abilene ☑ Region 14 (14)
90	**Region 15** Region 15 - San Angelo ☑ Region 15 (15)
91	**Region 16** Region 16 - Amarillo ☑ Region 16 (16)
92	**Region 17** Region 17 - Lubbock ☑ Region 17 (17)

93	**Region 18** Region 18 - Midland ☑ Region 18 (18)
94	**Region 19** Region 19 - El Paso ☐ *Region 19 (19)*
95	**Region 20** Region 20 - San Antonio ☑ Region 20 (20)
96	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
97	**Company Name** Company Name BWI Companies, Inc
98	**State Service Designation** **Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.** I will not serve all states in the United States
99	**Alabama** Alabama ☐ *Alabama (AL)*
100	**Alaska** Alaska ☐ *Alaska (AK)*
101	**Arizona** Arizona ☐ *Arizona (AZ)*

102	**Arkansas** Arkansas ☑ Arkansas (AR)
103	**California** California (Public Contract Code 20118 & 20652) ☐ *California (CA)*
104	**Colorado** Colorado ☐ *Colorado (CO)*
105	**Connecticut** Connecticut ☐ *Connecticut (CT)*
106	**Delaware** Delaware ☐ *Delaware (DE)*
107	**District of Columbia** District of Columbia ☐ *District of Columbia (DC)*
108	**Florida** Florida ☑ Florida (FL)
109	**Georgia** Georgia ☐ *Georgia (GA)*
110	**Hawaii** Hawaii ☐ *Hawaii (HI)*
111	**Idaho** Idaho ☐ *Idaho (ID)*
112	**Illinois** Illinois ☐ *Illinois (IL)*
113	**Indiana** Indiana ☐ *Indiana (IN)*

114	**Iowa** Iowa ☐ *Iowa (IA)*
115	**Kansas** Kansas ☑ Kansas (KS)
116	**Kentucky** Kentucky ☐ *Kentucky (KY)*
117	**Louisiana** Louisiana ☑ Louisiana (LA)
118	**Maine** Maine ☐ *Maine (ME)*
119	**Maryland** Maryland ☐ *Maryland (MD)*
120	**Massachusetts** Massachusetts ☐ *Massachusetts (MA)*
121	**Michigan** Michigan ☐ *Michigan (MI)*
122	**Minnesota** Minnesota ☐ *Minnesota (MN)*
123	**Mississippi** Mississippi ☑ Mississippi (MS)
124	**Missouri** Missouri ☑ Missouri (MO)
125	**Montana** Montana ☐ *Montana (MT)*

126	**Nebraska** Nebraska ☐ *Nebraska (NE)*
127	**Nevada** Nevada ☐ *Nevada (NV)*
128	**New Hampshire** New Hampshire ☐ *New Hampshire (NH)*
129	**New Jersey** New Jersey ☐ *New Jersey (NJ)*
130	**New Mexico** New Mexico ☐ *New Mexico (NM)*
131	**New York** New York ☐ *New York (NY)*
132	**North Carolina** North Carolina ☐ *North Carolina (NC)*
133	**North Dakota** North Dakota ☐ *North Dakota (ND)*
134	**Ohio** Ohio ☐ *Ohio (OH)*
135	**Oklahoma** Oklahoma ☑ Oklahoma (OK)
136	**Oregon** Oregon ☐ *Oregon (OR)*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania (PA)*

138	**Rhode Island** Rhode Island ☐ *Rhode Island (RI)*
139	**South Carolina** South Carolina ☐ *South Carolina (SC)*
140	**South Dakota** South Dakota ☐ *South Dakota (SD)*
141	**Tennessee** Tennessee ☐ *Tennessee (TN)*
142	**Texas** Texas ☑ Texas (TX)
143	**Utah** Utah ☐ *Utah (UT)*
144	**Vermont** Vermont ☐ *Vermont (VT)*
145	**Virginia** Virginia ☐ *Virginia (VA)*
146	**Washington** Washington ☐ *Washington (WA)*
147	**West Virginia** West Virginia ☐ *West Virginia (WV)*
148	**Wisconsin** Wisconsin ☐ *Wisconsin (WI)*
149	**Wyoming** Wyoming ☐ *Wyoming (WY)*

Bid Lines

1	**Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds** Discount (%) off catalog/pricelist for **Field and Turf Fertilizer, Conditioners, Dressings and Chemicals.** Catalog/Pricelist MUST be included or proposal will not be considered. Total: 2% Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". 2% discount off price list

2 **Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds**

Discount (%) off catalog/pricelist for **Nursery Products** (all types of trees, shrubs, and other related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

3 **Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds**

Discount (%) off catalog/pricelist for **Specialty Soils for Athletic Fields, Play Surfaces, or Park Surfaces.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

4 **Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds**

Discount (%) off catalog/pricelist for **All Types of Landscape Accent Products** (metal, plastic, steel, wood, and other related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

5 **Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds**

Discount (%) off catalog/pricelist for **All Other Types of Fertilizer, Grounds, and Nursery Products and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

6 **Section II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/pricelist for **Residential/Commercial Irrigation Controllers** (solid state, light commercial application, 12 to 60 station capability, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** 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 in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

7 **Section II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/pricelist for **Residential/Commercial Irrigation Control Valves** (1" to 4" pipe size; glass filled nylon, polyvinyl chloride (PVC) and/or brass construction; electrically controlled; flow control capability, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** 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 in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

8 **Section II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/pricelist for **Residential/Commercial Irrigation Sprinkler Heads** (fixed spray pattern, gear drive rotor 1/2" to 1" inlet, various fixed arcs, plastic construction, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** 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 in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

9 **Section II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/pricelist for **Large Commercial/Central Controllers** (solid state or digital, computer driven, software to manage water distribution, central location to command field satellites, hard wired, or wireless signal commands to field satellites and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** 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 in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

10

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **Large Commercial Field Satellites** (controls water distribution (sprinkler heads); stand alone and/or controlled by a central computer/controller; solid state; receives command signals either hard wire and/or radio link and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** 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 in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

11	**Section II: Irrigation Supplies, Parts, and Accessories** Discount (%) off catalog/pricelist for **Large Commercial Turf Sprinkler Heads** (water distribution (sprinklers) for large turf areas; 31' minimum radius; minimum 12 GPM; minimum 1" inlet; plastic construction and related items). Catalog/Pricelist MUST be included or proposal will not be considered. Total: 2% Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** **PROPOSAL NOTE 2:** Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** 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 in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". 2% discount off price list

12 **Section II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/pricelist for **All Types of Drip Irrigation Products** (residential, commercial, and industrial). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** 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 in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

13

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **All Types of Aerating Fountain Products, Equipment and Lighting** (residential, commercial, and industrial). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** 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 in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

14 **Section II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/pricelist for **All Types of Irrigation Bunker Pumps, Equipment and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** 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 in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

15

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **Water Chemicals and Dyes, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** 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 in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

16

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **Irrigation Equipment Repair Parts.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** 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 in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

17

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **Irrigation Equipment Maintenance Service Agreements** (monthly, quarterly,

and yearly). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** 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 in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

18 **Section II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/pricelist for **Residential/Commercial Irrigation Equipment and Central Controllers Service Agreements** (automatic software updates and technical support). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** 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 in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

19 **Section III: Installation and Repair Service**

Hourly Labor Rate for Application of Fertilizers, Chemicals, Specialty Soils, Play Surfaces, and Other Related Items - **Not to Exceed** hourly labor rate for Application of Fertilizers, Chemicals, Specialty Soils, Play Surfaces, and Other Related Items.

Quantity: 1 UOM: Hourly Labor Rate ***No Bid***

20 **Section III: Installation and Repair Service**

Hourly Labor Rate for Field and Turf Preparation Work - Not to Exceed hourly labor rate for Field and Turf Preparation Work.

Quantity: 1 UOM: Hourly Labor Rate ***No Bid***

21	**Section III: Installation and Repair Service** **Hourly Labor Rate for Installation/Transplanting of All Types of Trees, Shrubs and Landscaping Services - Not to Exceed** hourly labor rate for Installation/Transplanting of All Types of Trees, Shrubs and Landscaping Services. Quantity: 1 UOM: Hourly Labor Rate ***No Bid***
22	**Section III: Installation and Repair Service** **Hourly Labor Rate for Tree and Shrub Service and Stump Grinding - Not to Exceed** hourly labor rate for Tree and Shrub Service and Stump Grinding. Quantity: 1 UOM: Hourly Labor Rate ***No Bid***
23	**Section III: Installation and Repair Service** **Hourly Labor Rate for Installation/Repair Service of Irrigation Equipment and Related Products - Not to Exceed** hourly labor rate for Installation/Repair Service of Irrigation Equipment and Related Products. Quantity: 1 UOM: Hourly Labor Rate ***No Bid***

Response Total: $0.00

RESOLUTION NO. 2024-363

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDS A BID AND AUTHORIZE AN EXPENDITURE FOR FIELD AND TURF IRRIGATION PRODUCTS, LANDSCAPING PRODUCTS, SPECIALTY CONDITIONERS/SOILS, GROUND MAINTENANCE EQUIPMENT, PARTS, AND SUPPLIES WITH BWI COMPANIES, INC. THROUGH BUYBOARD CONTRACT #705-23 WITH AN ESTIMATED YEARLY AMOUNT OF $101,220.00 OVER A TWO-YEAR PERIOD AMOUNTING TO $202,440.00, WITH AN ADDITIONAL APPROPRIATION OF $30,366.00 AS A 15% CONTINGENCY FOR A TOTAL AMOUNT NOT TO EXCEED $232,806.00; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of desires to provide and maintain healthy and vibrant turf, green spaces, and landscapes throughout the city; and

WHEREAS, the maintenance requires a range of products designed to effectively manage the growth and health of green areas adjacent to medians and roadways for safety and aesthetics; and

WHEREAS, the City of Duncanville has entered into an interlocal cooperative purchasing agreement with BuyBoard; and

WHEREAS, BuyBoard has taken competitive sealed proposals and awarded contract #705-23 for Field and Turf Irrigation Products, Landscaping Products, Specialty Conditioners/Soils, and Ground Maintenance Equipment to BWI Companies, Inc.

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 authorizes the expenditure for field and turf irrigation products, landscaping products, specialty conditioners/soils, and ground maintenance equipment, parts, and supplies with BWI Companies, Inc., based on the unit prices through BuyBoard contract #705-23, with an estimated annual amount not to exceed $101,220.00, including a 15% contingency for anticipated increases, with a one year renewal, and authorizes the City Manager or designee to execute the purchase orders related to said expenditure.

SECTION 2. That purchases authorized beyond the current fiscal year are subject to availability of funds and any non-appropriation by Council. Failure to budget for such expenses for FY 2024 shall terminate this authorization.

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 19 day of November, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider a Resolution authorizing a contract for ground maintenance equipment, parts, and supplies with Pioneer Manufacturing Company through BuyBoard Contract #706-23 and Contract #665-22 for Athletic, Physical Education, Gymnasium Supplies and Equipment, and Heavy Duty Exercise Equipment and Related Accessories for estimated expenditures of $173,163.00 over a two-year period, which includes $89,036.00 for year one and $61,136.00 for year two, along with an additional appropriation of $22,991.00 as a 15% contingency.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Tyler Agee, Assistant Director of Parks and Recreation
Bart Stevenson, Director of Parks and Recreation
Elton Brock, Chief Procurement Officer

BACKGROUND/HISTORY:
Pioneer Manufacturing Company, founded in 1945, has been a leading supplier of outdoor athletic maintenance supplies and equipment for over 75 years. The company has built a strong reputation for providing high-quality products that meet the demanding needs of athletic facilities nationwide. Pioneer's commitment to innovation and excellence has allowed it to expand its product line to include diverse offerings, such as turf care equipment, safety materials, gymnasium supplies, and heavy-duty exercise equipment.
Pioneer's dedication to quality is reflected in its use of durable materials and state-of-the-art manufacturing processes, ensuring its products withstand the rigors of outdoor athletic environments. The company has established itself as a trusted partner for schools, municipalities, and sports organizations, providing essential tools to enhance the safety and performance of athletic facilities.

The City of Duncanville's athletic maintenance department has relied on Pioneer Athletics' products for several years to maintain and enhance its sports facilities. Through these products and services, the department has ensured that the city's athletic fields and gymnasiums are kept in optimal condition for athletes and residents alike.

Essential products from Pioneer, including turf care equipment, field marking paints, and safety materials, have been integral to the maintenance routines of the city's athletic facilities. The maintenance department has effectively employed these tools to promote safe play conditions, maintain aesthetic appeal, and extend the lifespan of athletic surfaces.
Through this partnership, the City of Duncanville has benefited from Pioneer's expertise and high-quality offerings, ultimately contributing to the well-being and satisfaction of the community's athletes and sports enthusiasts. The longstanding relationship between Pioneer Manufacturing Company and the city demonstrates a shared commitment to excellence in athletic maintenance and community engagement.

POLICY EXPLANATION:

The contract will allow encumbrances of $89,036.00 in FY 2025 and $61,136.00 in FY 2026, along with an additional appropriation of $22,991.00 as a 15% contingency, not to exceed $173,163.00 over the life of the two-year contract.

Due to higher-than-anticipated expenditures in FY 2024, overages totaling $27,900.33 were included in the initial authorization approved by the Council on March 5th, 2024. The FY 2024 expenditure of $27,900.33 is subtracted from the FY 2025 allocation, leaving the remaining amount of $61,136.00 to be encumbered in FY 2025. This breakdown ensures proper allocation and accounting for the funds across the three-year period.

The updated breakdown is as follows:

- **FY 2024:** $27,900.33 (expenditure included in initial authorization)
- **FY 2025:** $61,136.00 (after subtracting FY 2024 overages)
- **FY 2026:** $61,136.00
- **Total Estimated Expenditure:** $173,163.00

The funding is allocated across two accounts as follows:

- **Account 01044300-700223:** $23,386.00
- **Account 01044300-700227:** $37,750.00

This allocation allows for the continued support and implementation of the recreation management software and related services, ensuring the proper expenditure distribution over the FY 2025 and FY 2026 periods.

FUNDING SOURCE:

ORG and Object Number
01044300-700223 – Athletic Programming Rec Supplies

Available Budget	**Purchase Amount**	**After Encumber**
FY25: $65,886	FY25: $61,136.00	FY25: $4,750.00

ACTION ALTERNATIVES:

1. Approved funding in the amount of $89,036.00 for grounds maintenance equipment, parts, and supplies with Pioneer Manufacturing Company through BuyBoard Contract #706-23 and Contract #665-22.
2. Do not approve funding for grounds maintenance equipment, parts, and supplies with Pioneer Manufacturing Company through BuyBoard Contract #706-23 and Contract #665-22.
3. Other actions as directed by Council.

ATTACHMENTS:
BuyBoard No. 706-23 - Pioneer Manufacturing Company
Buy Board 665-22 documents
Pioneer 706-23 renewl letter
Pioneer 665-22 renewal letter
Duncanville.RESO No. 2024-362 4871-2371-8394 v.1

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

April 17, 2023

Sent Via Email: dford@pioneerathletics.com

Daniel Ford
Pioneer Manufacturing Company
4529 Industrial Parkway
Cleveland, OH 44135

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 706-23, Grounds Maintenance Equipment, Parts, and Supplies

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 June 1, 2023, through May 31, 2024, 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. 706-23 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. Once the contract is active, 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, feel free contact me at 800-695-2919.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

April 17, 2023

Sent Via Email: dford@pioneerathletics.com

Daniel Ford
Pioneer Manufacturing Company
4529 Industrial Parkway
Cleveland, OH 44135

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 706-23, Grounds Maintenance Equipment, Parts, and Supplies

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 June 1, 2023, through May 31, 2024, 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. 706-23 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. Once the contract is active, 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, feel free to contact me at 800-695-2919.

Sincerely,

Ava Benford, Cooperative Procurement Manager
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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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Grounds Maintenance Equipment, Parts, and Supplies

Proposal Due Date/Opening Date and Time: February 9, 2023, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 706-23

Contract Term: June 1, 2023, through May 31, 2024, with two possible one-year renewals.

Anticipated Cooperative Board Meeting Date: April 2023

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Pioneer Manufacturing Company Name of Proposing Company	1/17/23 Date
4529 Industrial Parkway Street Address	 Signature of Authorized Company Official
Cleveland, OH 44135 City, State, Zip	Daniel Ford Printed Name of Authorized Company Official
1-800-877-1500 Telephone Number of Authorized Company Official	Bid Coordinator Position or Title of Authorized Company Official
1-800-877-1511 Fax Number of Authorized Company Official	34-0464240 Federal ID Number

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PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: DF

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5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Initial: DF

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
☒ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Pioneer Manufacturing Company — Company Name
4529 Industrial Parkway — Address
Cleveland — City
OH — State
44135 — Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No

B. What is the prescribed amount or percentage? $N/A or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

Initial: DF

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NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: DF

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: DF

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: DF

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☑ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

Initial: DF

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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. *DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.*

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: DF

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: DF

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B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

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EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

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

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** DF

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3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: DF

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

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

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

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: DF

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10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:
Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

■ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: DF

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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Pioneer Manufacturing Company

Company Name

Signature of Authorized Company Official

Daniel Ford, Bid Coordinator

Printed Name and Title

1/17/25

Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: Pioneer Manufacturing Company

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ■ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Ohio

Federal Employer Identification Number: 34-0464240

(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Pioneer Athletics

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)
PIONEER MANUFACTURING COMPANY INC

Business name/disregarded entity name, if different from above
DBA: PIONEER ATHLETICS DBA: REVERE PRODUCTS

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►

☐ Other (see instructions) ►

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
4529 INDUSTRIAL PARKWAY

Requester's name and address (optional)

City, state, and ZIP code
CLEVELAND, OH 44135

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

Employer identification number
3	4	–	0	4	6	4	2	4	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** ► *Charley Hinkle, Jr* Accounting Associate **Date** ► 1/11/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____. (The period of the 12-month period is _____/_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other 1GPA	Y		Grounds Products

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 0 **Proposed Discount (%):** 0

Explanation: _____

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	Waxahachie ISD,	Greg Reed,	972-741-9837,	greed@wisd.org,	0%,	Athletic Field & facility items
2.	Keller ISD,	Eric Persyn,	817-789-8973,	eric.persyn@kellerisd.net,	0%,	Athletic field & facility items
3.	Tyler ISD,	Greg Priest,	254-709-4634,	greg.priest@tylerisd.org,	0%,	Athletic field and facility items
4.	Allen ISD,	Mack Puterbaugh,	972-533-3549,	william.puterbaugh@allenisd.org,	0%,	athletic field & facility items
5.	Hurst-Euless-Bedford ISD,	Mike Fielder,	817-233-6367,	mikefielder@hebisd.org,	0%,	athletic field and facility items

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

COMPANY PROFILE

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.)

4529 Industrial Parkway
Cleveland, OH 44135
Phone: 800-877-1500
Fax: 800-877-1511
pioneerathletics.com

Pioneer Athletics Company Profile

Pioneer Athletics is the nations leader in manufacturing synthetic and natural turf Athletic Field Marking Paint, Equipment & Supplies. We are also a leader in distributing high quality Grounds Maintenance Equipment and Supplies for synthetic and natural grass & turf. From thousands of customers that include towns, cities and school districts to Division I Universities and Professional sports organizations, Pioneer has the capability to provide products that fit every need with regards to an athletic field or facility.

ingredients matter.

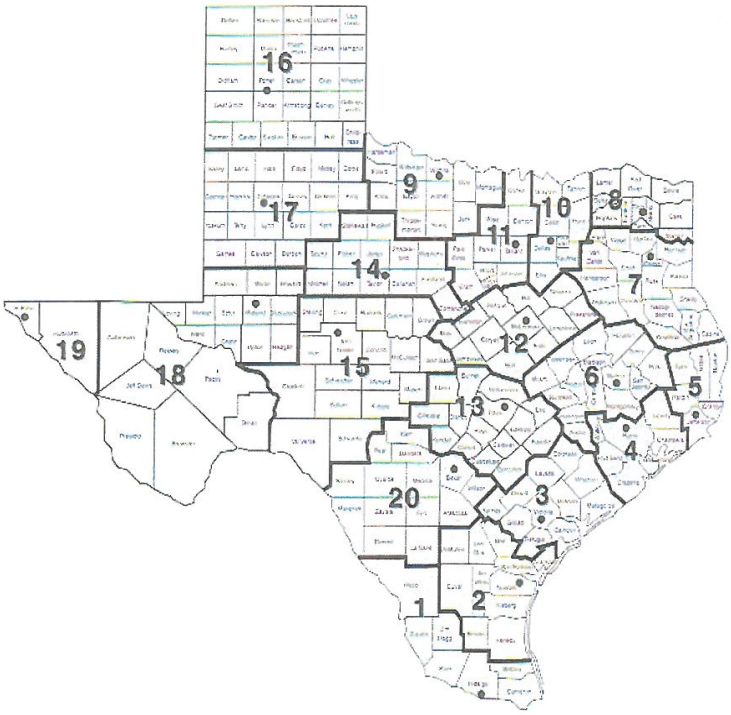
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TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- [x] I will service all states in the United States.
- [ ] I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Pioneer Manufacturing Company
Name of Vendor

Signature of Authorized Company Official

706-23
Proposal Invitation Number

Daniel Ford
Printed Name of Authorized Company Official

1/12/23
Date

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. *If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.*

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)
N/A	N/A	N/A

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name _____ Designated Dealer Contact Person _____

Designated Dealer Address _____

City _____ State _____ Zip _____

Phone Number _____ Fax Number _____

Email address _____ Designated Dealer Tax ID Number* **(*attach W-9)** _____

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

118 years

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Three field sales reps whose territory cover the state of TX plus a team of in house customer service representatives on call during business hours to manage customer accounts.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

Our marketing strategy will be constant with other BuyBoard contracts we hold.
Field sales reps will utilize e-mail signatures to show the buyboard contracts we hold.
Field sales reps will also utilize word of mouth when visitng with customers on a regular basis.

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4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Very capable. Financial strength - good.
Doug Schattinger - President
Alistair Buchan - Director of Finance

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

N/A

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: N/A

_____

Signature of Vendor Authorized Representative

Printed Name: _____

Title: _____

Date: _____

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☑ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☑ Reviewed/Completed: **Proposal Acknowledgements**
☑ Reviewed/Completed: **Felony Conviction Disclosure**
☑ Reviewed/Completed: **Resident/Nonresident Certification**
☑ Reviewed/Completed: **Debarment Certification**
☑ Reviewed/Completed: **Vendor Employment Certification**
☑ Reviewed/Completed: **No Boycott Verification**
☑ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☑ Reviewed/Completed: **Historically Underutilized Business Certification**
☑ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☑ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☑ Reviewed/Completed: **Deviation and Compliance**
☑ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☑ Reviewed/Completed: **Confidential/Proprietary Information**
☑ Reviewed/Completed: **EDGAR Vendor Certification**
☑ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☑ Reviewed/Completed: **Vendor Business Name**
☑ Reviewed/Completed: **Vendor Contact Information** *(complete in electronic proposal submission system)*
☑ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☑ Reviewed/Completed: **Governmental References**
☑ Reviewed/Completed: **Company Profile**
☑ Reviewed/Completed: **Texas Regional Service Designation** *(complete in electronic proposal submission system)*
☑ Reviewed/Completed: **State Service Designation** *(complete in electronic proposal submission system)*
☑ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☑ Reviewed/Completed: **Local/Authorized Seller Listings**
☑ Reviewed/Completed: **Manufacturer Dealer Designation**
☑ Reviewed/Completed: **Proposal Invitation Questionnaire**
☐ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☑ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and* **Manufacturer Authorization Letters** *must be submitted with the Proposal or the Proposal will not be considered.*

BuyBoard PURCHASING COOPERATIVE
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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).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "**Pre-Owned/Reconditioned/Retired Rental**" equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

1. Discount (%) off catalog/pricelist for **Tractors, Equipment, Supplies, and Accessories** (20 to 200 Engine HP).
2. Discount (%) off catalog/pricelist for **Lawn and Garden Tractors, Equipment, Supplies, and Accessories.**
3. Discount (%) off catalog/pricelist for **Front Mowers, Equipment, Supplies, and Accessories.**
4. Discount (%) off catalog/pricelist for **Wide Area Mowers, Equipment, Supplies, and Accessories.**
5. Discount (%) off catalog/pricelist for **Zero Turn Mowers, Equipment, Supplies, and Accessories.**
6. Discount (%) off catalog/pricelist for **Walk Behind Mowers, Equipment, Supplies, and Accessories.**
7. Discount (%) off catalog/pricelist for **Golf and Turf Carts and Equipment, Supplies, and Accessories** (for uses in fleet, food/beverage, hospitality, maintenance, personal and transport).
8. Discount (%) off catalog/pricelist for **All (Utility) Terrain Vehicles, Equipment, Supplies, and Accessories.**
9. Discount (%) off catalog/pricelist for **Cutters and Shredders, Equipment, Supplies, and Accessories.**
10. Discount (%) off catalog/pricelist for **Sprayers, Supplies, and Accessories.**
11. Discount (%) off catalog/pricelist for **Scrapers, Supplies, and Accessories.**
12. Discount (%) off catalog/pricelist for **Hand-Held Grounds Maintenance Equipment, Supplies, and Accessories.**
13. Discount (%) off catalog/pricelist for **Landscape and Turf Care Attachments.**
14. Discount (%) off catalog/pricelist for **Parking Lot/Sidewalk Sweepers, Supplies, and Accessories.**
15. Discount (%) off catalog/pricelist for **Turf Maintenance Sweepers and Equipment, Supplies, and Accessories.**
16. Discount (%) off catalog/pricelist for **Outdoor Scrubbers, Supplies, and Accessories.**
17. Discount (%) off catalog/pricelist for **Hydroseeding Equipment, Supplies, and Accessories.**
18. Discount (%) off catalog/pricelist for **Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories.**

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19. Discount (%) off catalog/pricelist for **All Other Types of Grounds Maintenance Equipment, Supplies and Accessories.**
20. Discount (%) off catalog/pricelist for **Ground Maintenance Equipment Repair Parts.**
21. Discount (%) off catalog/pricelist for **Ground Maintenance Equipment Service Agreements.**

Section II: Grounds Maintenance Equipment-RENTAL ONLY (Rental Rate Price Sheet must be submitted with Proposal or Proposal will not be considered).

22. Discount (%) off catalog/pricelist for **Rental of All Types of Grounds Maintenance Equipment, Accessories and Attachments.**

Section III: Grounds Maintenance Equipment (Pre-Owned/Reconditioned/Retired Rental)-PURCHASE ONLY (Pre-Owned/Reconditioned/Retired Rental catalog/pricelist must be submitted with Proposal or Proposal will not be considered).

23. Discount (%) off catalog/pricelist for **Pre-Owned/Reconditioned/Retired Rental of All Grounds Maintenance Equipment.**

Section IV: Installation and Repair Service

24. **Hourly Labor Rate for Installation/Repair Service of Grounds Maintenance Equipment and Related Products** - Not to Exceed hourly labor rate for Installation/Repair Service Grounds Maintenance Equipment and Related Products

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 706-23
Grounds Maintenance Equipment, Parts, and Supplies

The following addendum is issued to Proposal Invitation 706-23, Grounds Maintenance Equipment, Parts, and Supplies and shall become a permanent part of the Proposal Invitation document:

PROPOSAL DUE DATE
The proposal deadline has been extended for this proposal invitation until **February 21, 2023, at 4:00 P.M.**

Please sign and return one copy of this Addendum with your proposal as verification of your receipt and compliance with the information contained in this Addendum.

Company Name: Pioneer Manufacturing Company

Address: 4529 Industrial Parkway, Cleveland, OH 44135

Signature of Authorized Company Official: _____ Title: Bid Coordinator

Telephone Number: 1-800-877-1500 Date: 2/9/23

Pioneer Manufacturing Company Information

Address: 4529 Industrial Parkway
Cleveland, OH
Phone: (800) 877-1500
Fax: (800) 877-1511

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

Daniel Ford
Signature

dford@pioneerathletics.com
Email

Submitted at 2/9/2023 11:08:48 AM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 706-23 Grounds Maintenance Equipment, Parts, and Supplies

BuyBoard 706-23 2-9-23 Response.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

BuyBoard Jan2023 Pricelist.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist (Rental Rate Price Sheet for Line Item No. 22 must be submitted with Proposal or Proposal will not be considered)

No response

In Excel or PDF format, upload Rental Rate Price Sheet for Line Item No. 22. Must be submitted with Proposal or Proposal will not be considered in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist (Pre-Owned/Reconditioned/Retired Rental Catalog/Pricelist for Line Item No. 23 catalog/pricelist must be submitted with Proposal or Proposal will not be considered)

No response

In Excel or PDF format, upload Pre-Owned/Reconditioned/Retired Rental catalog/pricelist for Line Item No. 23. Must be submitted with Proposal or Proposal will not be considered in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Addendum No. 1

BuyBoard 706-23 Addendum 1.pdf

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

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

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

Company Profile Pioneer_Company_Profile_-_BuyBoard.doc

REQUIRED-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.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification W - 9 (2022).pdf

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

Bid Attributes

1 Federal Identification Number

Federal Identification Number

34-0464240

2 HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 No Israel Boycott Certification

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 **MWBE/HUB Status Certification**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 **Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business (Yes)*

7 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business (Yes)*

8 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business (Yes)*

9 **Certification Number**

Certification Number

No response

10 **Name of Certifying Agency**

Certifying Agency

No response

11 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☑ Non-HUB (Yes)

12 **Vendor General Contact Information**

Proposal/Contract General Contact Information

13 **Vendor Proposal/Contract Contact Name**

Vendor Proposal/Contract Contact Name

Daniel Ford

14 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

dford@pioneerathletics.com

15 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

4529 Industrial Parkway

16 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Cleveland

17 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

OH

18 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

44135

19 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

1-800-877-1500

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

21 **Company Website**

Company Website (www.XXXXX.com)

www.pioneerathletics.com

22 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

23 **Purchase Order E-mail Address**

Purchase Order E-mail Address

dford@pioneerathletics.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Daniel Ford

25 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

1-800-877-1500

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

No response

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

No response

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

No response

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

No

32 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

dford@pioneerathletics.com

34 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Daniel Ford

35 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

1-800-877-1500

36 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

3222

37 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

No response

38 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

No response

39 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

No response

40 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

41 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

42 **Invoices**

Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

Pioneer Manufacturing Company

44 **Invoice Company Department Name**

Invoice Company Department Name

Bids

45	**Invoice Contact Name** Invoice Contact Name Daniel Ford
46	**Invoice Mailing Address** Invoice Mailing Address (P.O. Box or Street Address) 4529 Industrial Parkway
47	**Invoice Mailing Address - City** Invoice Mailing Address - City Cleveland
48	**Invoice Mailing Address - State** Invoice Mailing Address - State (Abbreviate State Name) OH
49	**Invoice Mailing Address - Zip Code** Invoice Mailing Address (Zip Code) 44135
50	**Invoice Contact Phone Number** Invoice Contact Phone Number (xxx-xxx-xxxx) 800-877-1500
51	**Invoice Contact Extension Number** Invoice Contact Extension Number 3222
52	**Invoice Contact Fax Number** Invoice Contact Fax Number (xxx-xxx-xxxx) 800-877-1511
53	**Invoice Contact E-mail Address** Invoice Contact E-mail dford@pioneerathletics.com
54	**Invoice Contact Alternate E-mail Address** Invoice Contact Alternate E-mail Address *No response*
55	**Billing Agent Company Name** Billing Agent Company Name *No response*
56	**Billing Agent Department Name** Billing Agent Department Name *No response*

57	**Billing Agent Contact Name** Billing Agent Contact Name *No response*
58	**Billing Agent Mailing Address** Billing Agent Mailing Address (P.O. Box or Street Address) *No response*
59	**Billing Agent Mailing Address - City** Billing Agent Mailing Address - City *No response*
60	**Billing Agent Mailing Address - State** Billing Agent Mailing Address - State (Abbreviate State Name) *No response*
61	**Billing Agent Mailing Address - Zip Code** Billing Agent Mailing Address - Zip Code *No response*
62	**Billing Agent Contact Phone Number** Billing Agent Contact Phone Number (xxx-xxx-xxxx) *No response*
63	**Billing Agent Contact Extension Number** Billing Agent Contact Extension Number *No response*
64	**Billing Agent Fax Number** Billing Agent Fax Number *No response*
65	**Billing Agent Contact E-mail Address** Billing Agent Contact E-mail Address *No response*
66	**Billing Agent Alternative E-mail Address** Billing Agent Alternative E-mail Address *No response*
67	**Shipping Via** Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other Common Carrier

68 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30 days

69 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

70 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

71 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

72 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

73 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

74 **Company Name**

Company Name

Pioneer Manufacturing Company

75 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

All Regions

76 **Region 1**

Region 1 - Edinburg

☐ *Region 1 (1)*

77	**Region 2** Region 2 - Corpus Christi ☐ *Region 2 (2)*
78	**Region 3** Region 3 - Victoria ☐ *Region 3 (3)*
79	**Region 4** Region 4 - Houston ☐ *Region 4 (4)*
80	**Region 5** Region 5 - Beaumont ☐ *Region 5 (5)*
81	**Region 6** Region 6 - Huntsville ☐ *Region 6 (6)*
82	**Region 7** Region 7 - Kilgore ☐ *Region 7 (7)*
83	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8 (8)*
84	**Region 9** Region 9 - Wichita Falls ☐ *Region 9 (9)*
85	**Region 10** Region 10 - Richardson ☐ *Region 10 (10)*
86	**Region 11** Region 11 - Fort Worth ☐ *Region 11 (11)*
87	**Region 12** Region 12 - Waco ☐ *Region 12 (12)*
88	**Region 13** Region 13 - Austin ☐ *Region 13 (13)*

89	**Region 14** Region 14 - Abilene ☐ *Region 14 (14)*
90	**Region 15** Region 15 - San Angelo ☐ *Region 15 (15)*
91	**Region 16** Region 16 - Amarillo ☐ *Region 16 (16)*
92	**Region 17** Region 17 - Lubbock ☐ *Region 17 (17)*
93	**Region 18** Region 18 - Midland ☐ *Region 18 (18)*
94	**Region 19** Region 19 - El Paso ☐ *Region 19 (19)*
95	**Region 20** Region 20 - San Antonio ☐ *Region 20 (20)*
96	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
97	**Company Name** Company Name Pioneer Manufacturing Company

98	**State Service Designation** **Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.** All States
99	**Alabama** Alabama ☐ *Alabama (AL)*
100	**Alaska** Alaska ☐ *Alaska (AK)*
101	**Arizona** Arizona ☐ *Arizona (AZ)*
102	**Arkansas** Arkansas ☐ *Arkansas (AR)*
103	**California** California (Public Contract Code 20118 & 20652) ☐ *California (CA)*
104	**Colorado** Colorado ☐ *Colorado (CO)*
105	**Connecticut** Connecticut ☐ *Connecticut (CT)*
106	**Delaware** Delaware ☐ *Delaware (DE)*
107	**District of Columbia** District of Columbia ☐ *District of Columbia (DC)*
108	**Florida** Florida ☐ *Florida (FL)*
109	**Georgia** Georgia ☐ *Georgia (GA)*

110	**Hawaii** Hawaii ☐ *Hawaii (HI)*
111	**Idaho** Idaho ☐ *Idaho (ID)*
112	**Illinois** Illinois ☐ *Illinois (IL)*
113	**Indiana** Indiana ☐ *Indiana (IN)*
114	**Iowa** Iowa ☐ *Iowa (IA)*
115	**Kansas** Kansas ☐ *Kansas (KS)*
116	**Kentucky** Kentucky ☐ *Kentucky (KY)*
117	**Louisiana** Louisiana ☐ *Louisiana (LA)*
118	**Maine** Maine ☐ *Maine (ME)*
119	**Maryland** Maryland ☐ *Maryland (MD)*
120	**Massachusetts** Massachusetts ☐ *Massachusetts (MA)*
121	**Michigan** Michigan ☐ *Michigan (MI)*

122	**Minnesota** Minnesota ☐ *Minnesota (MN)*
123	**Mississippi** Mississippi ☐ *Mississippi (MS)*
124	**Missouri** Missouri ☐ *Missouri (MO)*
125	**Montana** Montana ☐ *Montana (MT)*
126	**Nebraska** Nebraska ☐ *Nebraska (NE)*
127	**Nevada** Nevada ☐ *Nevada (NV)*
128	**New Hampshire** New Hampshire ☐ *New Hampshire (NH)*
129	**New Jersey** New Jersey ☐ *New Jersey (NJ)*
130	**New Mexico** New Mexico ☐ *New Mexico (NM)*
131	**New York** New York ☐ *New York (NY)*
132	**North Carolina** North Carolina ☐ *North Carolina (NC)*
133	**North Dakota** North Dakota ☐ *North Dakota (ND)*

134	**Ohio** Ohio ☐ *Ohio (OH)*
135	**Oklahoma** Oklahoma ☐ *Oklahoma (OK)*
136	**Oregon** Oregon ☐ *Oregon (OR)*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania (PA)*
138	**Rhode Island** Rhode Island ☐ *Rhode Island (RI)*
139	**South Carolina** South Carolina ☐ *South Carolina (SC)*
140	**South Dakota** South Dakota ☐ *South Dakota (SD)*
141	**Tennessee** Tennessee ☐ *Tennessee (TN)*
142	**Texas** Texas ☐ *Texas (TX)*
143	**Utah** Utah ☐ *Utah (UT)*
144	**Vermont** Vermont ☐ *Vermont (VT)*
145	**Virginia** Virginia ☐ *Virginia (VA)*

146	**Washington** Washington ☐ *Washington (WA)*
147	**West Virginia** West Virginia ☐ *West Virginia (WV)*
148	**Wisconsin** Wisconsin ☐ *Wisconsin (WI)*
149	**Wyoming** Wyoming ☐ *Wyoming (WY)*

Bid Lines

1 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Tractors, Equipment, Supplies, and Accessories** (20 to 200 Engine HP).
Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Lawn and Garden Tractors, Equipment, Supplies, and Accessories**.
Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

3 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Front Mowers, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

4 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Wide Area Mowers, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

5 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Zero Turn Mowers, Equipment, Supplies, and Accessories**. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

6 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Walk Behind Mowers, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Golf and Turf Carts and Equipment, Supplies, and Accessories** (for uses in fleet, food/beverage, hospitality, maintenance, personal and transport). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

8 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **All (Utility) Terrain Vehicles, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

9 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Cutters and Shredders, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

10

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Sprayers, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pioneer Athletics

11 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Scrapers, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

12

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Hand-Held Grounds Maintenance Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pioneer Athletics

13

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Landscape and Turf Care Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pioneer Athletics

14 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Parking Lot/Sidewalk Sweepers, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

15

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Turf Maintenance Sweepers and Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pioneer Athletics

16 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Outdoor Scrubbers, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pioneer Athletics

17

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Hydroseeding Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

18 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

19

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **All Other Types of Grounds Maintenance Equipment, Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pioneer Athletics

20

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Ground Maintenance Equipment Repair Parts.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

21 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Ground Maintenance Equipment Service Agreements.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

22	**Section II: Grounds Maintenance Equipment-RENTAL ONLY** (Rental Rate Price Sheet must be submitted with Proposal or Proposal will not be considered). Discount (%) off catalog/pricelist for **Rental of All Types of Grounds Maintenance Equipment, Accessories and** **Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid***

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

23 **Section III: Grounds Maintenance Equipment (Pre-Owned/Reconditioned/Retired Rental)-PURCHASE ONLY** (Pre-Owned/Reconditioned/Retired Rental catalog/pricelist must be submitted with Proposal or Proposal will not be considered).

Discount (%) off catalog/pricelist for **Pre-Owned/Reconditioned/Retired Rental of All Grounds Maintenance Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

24 **Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Grounds Maintenance Equipment and Related Products - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Response Total: $0.00

January 13, 2023

RE: PIONEER ATHLETICS
4529 INDUSTRIAL PKWY
CLEVELAND, OH 44135

To Whom It May Concern:

This letter is to confirm that Pioneer Athletics is authorized to sell Graco Equipment. They are an authorized distributor performing sales and service for Graco's Contractor Equipment Division paint sprayer and pavement/turf striping products along with our parts & accessories.

Pioneer Athletics expertise in the striping market place, and their attention to the end customer's needs assures Graco that our customers are well served through their organization.

Should you have any questions, you may contact me at 763-273-2080 or mbaumgartner@graco.com.

Sincerely,

Max Baumgartner
Vice President of Sales
Contractor Equipment Division

GRACO INC. | P.O. Box 1441 | Minneapolis, Minnesota 55440-1441 | 612-623-6000

GreensGroomer®
WORLDWIDE

January 13, 2023

To whom it may concern:

Pioneer Athletics is an authorized dealer of GreensGroomer products in North America. They have been a dealer for many years and are very knowledgeable about our products. You can contact them for any equipment and part orders.

If you have any questions, you can contact me at any time.
Thank you,

Alex Nagel
GreensGroomer
VP of Sales
alex@greensgroomer.com
317-407-9123

4555 W. Bradbury Ave., Suite 1 ~ Indianapolis, IN ~ 46241

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

February 4, 2022

Sent Via Email: dford@pioneerathletics.com

Daniel Ford
Pioneer Manufacturing Company
4529 Industrial Parkway
Cleveland, OH 44135

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 665-22, Athletic, Physical Education, Gymnasium Supplies and Equipment and Related Accessories

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 4/1/2022 through 3/31/2023, 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. 665-22 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

February 4, 2022

Sent Via Email: dford@pioneerathletics.com

Daniel Ford
Pioneer Manufacturing Company
4529 Industrial Parkway
Cleveland, OH 44135

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 665-22, Athletic, Physical Education, Gymnasium Supplies and Equipment and Related Accessories

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 4/1/2022 through 3/31/2023, 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. 665-22 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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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy-Duty Exercise Equipment and Related Accessories

Proposal Due Date/Opening Date and Time: October 21, 2021, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 665-22

Anticipated Cooperative Board Meeting Date: January 2022

Contract Term: April 1, 2022, through March 31, 2023, with two possible one-year renewals.

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Pioneer Manufacturing Company Name of Proposing Company	10/12/21 Date
4529 Industrial Parkway Street Address	 Signature of Authorized Company Official
Cleveland, OH 44135 City, State, Zip	Daniel Ford Printed Name of Authorized Company Official
1-800-877-1500 Telephone Number of Authorized Company Official	Bid Coordinator Position or Title of Authorized Company Official
1-800-877-1511 Fax Number of Authorized Company Official	34-0464240 Federal ID Number

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PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

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5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
☒ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name	Address	
Pioneer Manufacturing Company	4529 Industrial Parkway	
City	**State**	**Zip Code**
Cleveland	OH	44135

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

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NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

_____

_____

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☑ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: DF

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B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

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EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

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

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** DF

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: DF

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

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

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

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: DF

10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:
Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

■ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: DF

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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Pioneer Manufacturing Company

Company Name

Signature of Authorized Company Official

Daniel Ford

Printed Name and Title

10/12/21

Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: Pioneer Manufacturing Company

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ■ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Ohio

Federal Employer Identification Number: 34-0464240

(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Pioneer Athletics

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)
PIONEER MANUFACTURING COMPANY INC

Business name/disregarded entity name, if different from above
DBA: PIONEER ATHLETICS DBA: REVERE PRODUCTS

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
4529 INDUSTRIAL PARKWAY

Requester's name and address (optional)

City, state, and ZIP code
CLEVELAND, OH 44135

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

Employer identification number
3 4 – 0 4 6 4 2 4 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Charley Hinkle, Jr* Accounting Associate **Date** ▶ 10/6/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____. (The period of the 12-month period is _____/_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☒ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 0 **Proposed Discount (%):** 0

Explanation: Quantity discounts may apply

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	City of Harlington	Maggie Garcia	956-216-5951		0%	$1,925.00
2.	Harlingen ISD	Josie Astro	956-427-3322		0%	$3,836.00
3.	Clear Creek ISD	David Fliors	713-819-4974		0%	
4.	New Caney ISD	James Young	218-728-8630		0%	100 pails/yr
5.	City of Hurst	Paul Liska	817-788-7220		0%	140 pails/yr

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

COMPANY PROFILE

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.)

4529 Industrial Parkway
Cleveland, OH 44135
Phone: 800-877-1500
Fax: 800-877-1511
pioneerathletics.com

Pioneer Athletics Company Profile

Pioneer Athletics is the nations leader in manufacturing synthetic and natural turf Athletic Field Marking Paint, Equipment & Supplies. We are also a leader in distributing high quality Athletic Supplies & Equipment and Maintenance Equipment and Supplies for synthetic and natural grass & turf. From thousands of customers that include towns, cities and school districts to Division I Universities and Professional sports organizations, Pioneer has the capability to provide products that fit every need with regards to an athletic field or facility.

ingredients matter.

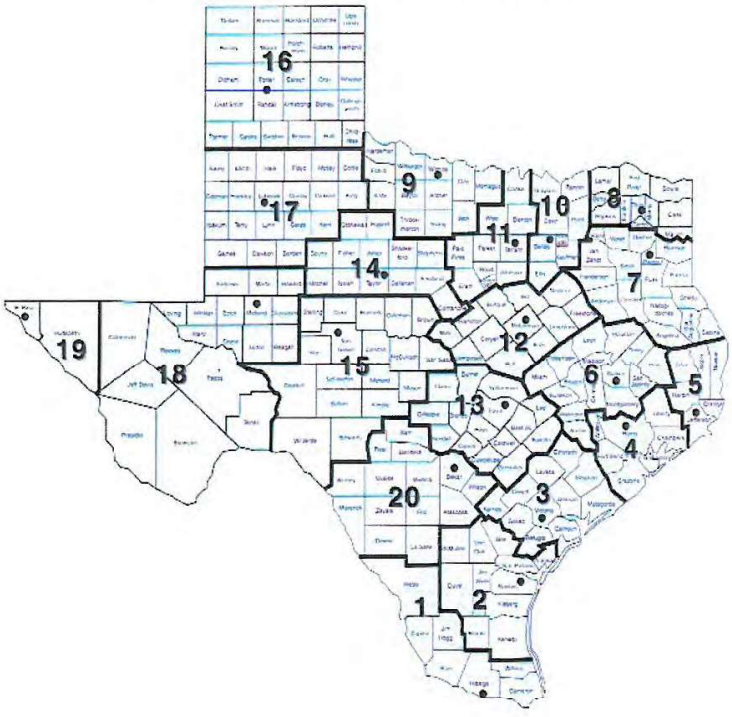
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TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.)** ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Pioneer Manufacturing Company
Name of Vendor

665-22
Proposal Invitation Number

Signature of Authorized Company Official

Daniel Ford
Printed Name of Authorized Company Official

10/13/21
Date

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)
Pioneer Athletics	Daniel Ford	4529 Industrial Parkway, Cleveland, OH 44135 1-800-877-1500 1-800-877-1511 dford@pioneerathletics.com

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

116 years

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Six representatives. Four local sales reps & two in-house reps to help manage the contract.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

Our marketing strategy for this contract will be consistent with our other current BuyBoard contract, 611-20. We will utilize the contract numbers in e-mail signatures of sales reps that utilize the contracts with their customers.

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4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Very capable. Financial strength - good.
Doug Schattinger - President

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

N/A

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

N/A

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: _____

_____
Signature of Vendor Authorized Representative

Printed Name: _____

Title: _____

Date: _____

(*For Cooperative Administrator Use Only*)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

BuyBoard PURCHASING COOPERATIVE
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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).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

Section I: Athletic and Physical Education Products

1. Discount (%) off catalog/pricelist for **All Athletic Supplies.**
2. Discount (%) off catalog/pricelist for **All Athletic Equipment.**
3. Discount (%) off catalog/pricelist for **All Athletic Apparel, Clothing, Footwear and Shoes.**
4. Discount (%) off catalog/pricelist for **All Football Helmets** (new and reconditioned).
5. Discount (%) off catalog/pricelist for **All Physical Education Supplies.**
6. Discount (%) off catalog/pricelist for **All Physical Education Equipment.**

Section II: Commercial Grade/Heavy-Duty Exercise Equipment

7. Discount (%) off catalog/pricelist for **All Elliptical Cross-Trainers**.
8. Discount (%) off catalog/pricelist for **All Exercise Bicycles**.
9. Discount (%) off catalog/pricelist for **All Stair Climbers**.
10. Discount (%) off catalog/pricelist for **All Treadmills.**
11. Discount (%) off catalog/pricelist for **All Computerized Strength Training Equipment**.
12. Discount (%) off catalog/pricelist for **All Free Weights** (Barbells, Curl Bars, Dumbbells, and other related free weights).
13. Discount (%) off catalog/pricelist for **All Plate Loaded Strength Training Equipment.**
14. Discount (%) off catalog/pricelist for **All Selectorized Strength Training Equipment.**
15. Discount (%) off catalog/pricelist for **All Outdoor Commercial Grade/Heavy-Duty Exercise Equipment.**
16. Discount (%) off catalog/pricelist for **All Other Commercial Grade/Heavy-Duty Exercise Equipment and Accessories.**
17. Discount (%) off catalog/pricelist for **Rental of All Types of Commercial Grade/Heavy-Duty Exercise Equipment** (Indoor/Outdoor).

Section III: Gymnasium and Outdoor Field Equipment and Supplies

18. Discount (%) off catalog/pricelist for **Gymnasium Basketball Systems and Accessories** (all types including but not limited to backstops, backboards, scorer tables, goals wall mount, ceiling mount, folding, stationary, and related items).
19. Discount (%) off catalog/pricelist for **Gymnasium Volleyball Systems and Accessories** (all types including but not limited to standards, nets, rope tensioners, boundary markers, antennae, floor plates, floor sleeves, floor anchors, judges stands, center standard center, transporters, wall storage hooks, protective pads, and related items).
20. Discount (%) off catalog/pricelist for **Gymnasium Spectator Seating and Accessories** (all types including but not limited to fixed, telescoping, portable, and related items).
21. Discount (%) off catalog/pricelist for **Gymnasium (Indoor) Scoreboards and Accessories** (all types including but not limited to basketball, hockey, swimming, volleyball, wrestling, related items).
22. Discount (%) off catalog/pricelist for **Gymnasium Divider Curtains and Accessories** (all types including but not limited to motorized, manual, and related items).
23. Discount (%) off catalog/pricelist for **Gymnasium Floor Mats and Accessories** (all types).
24. Discount (%) off catalog/pricelist for **Gymnasium Floor Covers, Rubberized Tile and Accessories** (all types).
25. Discount (%) off catalog/pricelist for **Gymnasium Wall Pads and Accessories** (all types).
26. Discount (%) off catalog/pricelist for **Repair Parts** (for all types of gymnasium equipment).

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27. Discount (%) off catalog/pricelist for **Outdoor Sports Field Barrier Netting Products** (fence screens, windscreens, dugout screen and graphics, bleacher screen and graphics and other related items.)
28. Discount (%) off catalog/pricelist for **All Other Gymnasium and Outdoor Field Equipment and Accessories.**

Section IV: Installation and Repair Service

29. **Hourly Labor Rate for Installation/Repair Service of Athletic, Physical Education, Commercial Grade/Heavy-Duty Exercise and Gymnasium/Outdoor Field Equipment, and Related Products** -- **Not to Exceed** hourly labor rate for Equipment and Related Products.

Section V: Proposal No. 665-22 – Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy-Duty Exercise Equipment and Related Accessories: EVALUATION ITEMS

1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure. [Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

30. **Evaluation Item No. 1 -** Specified Brand and UOM: Football; Wilson WTF1103ID; GST Leather Series; Official Size-College/High School; Each.
31. **Evaluation Item No. 2 -** Specified Brand and UOM: Volleyball; Tachikara SV5WS; Sensi-Tec® Micro-Fiber; Color: White; NFHS Approved Size; Each.
32. **Evaluation Item No. 3 -** Specified Brand and UOM: Basketball; Spalding SPA0283; Precision TF-1000; NFHS Approved and Official Size: 7 and 29.5"; Each.
33. **Evaluation Item No. 4 -** Specified Brand and UOM: Baseballs; Rawlings R100-H1; Color: White; NFHS Series; Dozen.
34. **Evaluation Item No. 5 -** Specified Brand and UOM: Softballs; Rawlings C11RYLA fastpitch; Color: Optic Yellow; NFHS Series; Dozen.
35. **Evaluation Item No. 6** - Specified Brand and UOM: Football Practice Pant (Youth); Russell Athletic PI-F25PFWF-BLK; Three-piece back; No-fly front; Envelope thigh and knee pad pockets; Color: Black; Size: Large.
36. **Evaluation Item No. 7 -** Specified Brand and UOM: Basketball Shoes; Nike CK1069-005; Color: Black/University Red/White/Dark Grey; Size: Men's 11; Each.
37. **Evaluation Item No. 8 -** Specified Brand and UOM: Football Gloves; Under Armour Men's Blur 100 (1359086); Color: White/Metallic Silver; Size: Men's Large; Each.

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☑ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☑ Reviewed/Completed: **Proposal Acknowledgements**
☑ Reviewed/Completed: **Felony Conviction Disclosure**
☑ Reviewed/Completed: **Resident/Nonresident Certification**
☑ Reviewed/Completed: **Debarment Certification**
☑ Reviewed/Completed: **Vendor Employment Certification**
☑ Reviewed/Completed: **No Boycott Verification**
☑ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☑ Reviewed/Completed: **Historically Underutilized Business Certification**
☑ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☑ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☑ Reviewed/Completed: **Deviation and Compliance**
☑ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☑ Reviewed/Completed: **Confidential/Proprietary Information**
☑ Reviewed/Completed: **EDGAR Vendor Certification**
☑ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☑ Reviewed/Completed: **Vendor Business Name**
☑ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system*)
☑ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☑ Reviewed/Completed: **Governmental References**
☑ Reviewed/Completed: **Company Profile**
☑ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system*)
☑ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system*)
☑ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☑ Reviewed/Completed: **Local/Authorized Seller Listings**
☑ Reviewed/Completed: **Manufacturer Dealer Designation**
☑ Reviewed/Completed: **Proposal Invitation Questionnaire**
☐ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☑ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered* **and Evaluation Items.**

Pioneer Manufacturing Company Information

Address: 4529 Industrial Parkway
Cleveland, OH
Phone: (800) 877-1500
Fax: (800) 877-1511

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

Daniel Ford
Signature

dford@pioneerathletics.com
Email

Submitted at 10/19/2021 3:20:10 PM

Requested Attachments

BuyBoard Proposal Invitation No. 665-22 for Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy-Duty Exercise Equipment and Related Accessories — BuyBoard 665-22 Response.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 — BuyBoard 665-22 Price List.pdf

REQUIRED-In Excel or PDF format, upload catalog/pricelist in proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 100MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed — *No response*

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

Company Profile — Pioneer Company Profile - BuyBoard.doc

REQUIRED-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.)

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

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

Exemption Letter — *No response*

Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s).

Bid Attributes

1	**HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification** HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

2 No Israel Boycott Certification

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

3 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

4 MWBE/HUB Status Certification

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

5 Minority Owned Business

Minority Owned Business

☐ *Minority Owned Business (Yes)*

6 Women Owned Business

Women Owned Business

☐ *Women Owned Business (Yes)*

7 Service-Disabled Veteran Owned Business

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business (Yes)*

8	**Certification Number** Certification Number *No response*
9	**Name of Certifying Agency** Certifying Agency *No response*
10	**Non-MWBE/HUB** My company has NOT been certified as a MWBE/HUB ☑ Non-HUB (Yes)
11	**Vendor General Contact Information** Proposal/Contract General Contact Information
12	**Vendor Proposal/Contract Contact Name** Vendor Proposal/Contract Contact Name Daniel Ford
13	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address dford@pioneerathletics.com
14	**Vendor Proposal/Contract Mailing Address** Vendor Proposal/Contract Mailing Address 4529 Industrial Parkway
15	**Vendor Proposal/Contact Mailing Address - City** Vendor Proposal/Contact Mailing Address - City Cleveland
16	**Vendor Proposal/Contact Mailing Address - State** Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) OH
17	**Vendor Proposal/Contact Mailing Address - Zip Code** Vendor Proposal/Contact Mailing Address - Zip Code 44135
18	**Vendor Proposal/Contact Phone Number** Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 1-800-877-1500
19	**Vendor Proposal/Contact Extension Number** Vendor Proposal/Contact Extension Number *No response*

20 **Company Website**

Company Website (www.XXXXX.com)

www.pioneerathletics.com

21 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

22 **Purchase Order E-mail Address**

Purchase Order E-mail Address

dford@pioneerathletics.com

23 **Purchase Order Contact Name**

Purchase Order Contact Name

Daniel Ford

24 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

1-800-877-1500

25 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

3222

26 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

jkupper@pioneerathletics.com

27 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

Justin Kupper

28 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

817-734-1407

29 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

30 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

31 **Request for Quotes (â€œRFQâ€)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

32 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

dford@pioneerathletics.com

33 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Daniel Ford

34 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

8008771500

35 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

36 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

No response

37 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

No response

38 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

No response

39 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

40 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

41 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

42 **Invoice Company Name**

Invoice Company Name

Pioneer Manufacturing Company

43 **Invoice Company Department Name**

Invoice Company Department Name

Bids

44 **Invoice Contact Name**

Invoice Contact Name

Daniel Ford

45 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

4529 Industrial Parkway

46 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Cleveland

47 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

OH

48 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

44135

49 **Invoice Contact Phone Number**
Invoice Contact Phone Number (xxx-xxx-xxxx)
1-800-877-1500

50 **Invoice Contact Extension Number**
Invoice Contact Extension Number
No response

51 **Invoice Contact Fax Number**
Invoice Contact Fax Number (xxx-xxx-xxxx)
No response

52 **Invoice Contact E-mail Address**
Invoice Contact E-mail
dford@pioneerathletics.com

53 **Invoice Contact Alternate E-mail Address**
Invoice Contact Alternate E-mail Address
No response

54 **Billing Agent Company Name**
Billing Agent Company Name
No response

55 **Billing Agent Department Name**
Billing Agent Department Name
No response

56 **Billing Agent Contact Name**
Billing Agent Contact Name
No response

57 **Billing Agent Mailing Address**
Billing Agent Mailing Address (P.O. Box or Street Address)
No response

58 **Billing Agent Mailing Address - City**
Billing Agent Mailing Address - City
No response

59 **Billing Agent Mailing Address - State**
Billing Agent Mailing Address - State (Abbreviate State Name)
No response

60 **Billing Agent Mailing Address - Zip Code**
Billing Agent Mailing Address - Zip Code
No response

61 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

62 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

63 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

64 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

65 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

66 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Common Carrier

67 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30 days

68 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

69 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

90 days in original packaging

70 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

71 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

72 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

73 **Company Name**

Company Name

Pioneer Athletics

74 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

All Regions

75 **Region 1**

Region 1 - Edinburg

☐ *Region 1 (1)*

76 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2 (2)*

77 **Region 3**

Region 3 - Victoria

☐ *Region 3 (3)*

78 **Region 4**

Region 4 - Houston

☐ *Region 4 (4)*

79 **Region 5**

Region 5 - Beaumont

☐ *Region 5 (5)*

80 **Region 6**

Region 6 - Huntsville

☐ *Region 6 (6)*

81 **Region 7**

Region 7 - Kilgore

☐ *Region 7 (7)*

82	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8 (8)*
83	**Region 9** Region 9 - Wichita Falls ☐ *Region 9 (9)*
84	**Region 10** Region 10 - Richardson ☐ *Region 10 (10)*
85	**Region 11** Region 11 - Fort Worth ☐ *Region 11 (11)*
86	**Region 12** Region 12 - Waco ☐ *Region 12 (12)*
87	**Region 13** Region 13 - Austin ☐ *Region 13 (13)*
88	**Region 14** Region 14 - Abilene ☐ *Region 14 (14)*
89	**Region 15** Region 15 - San Angelo ☐ *Region 15 (15)*
90	**Region 16** Region 16 - Amarillo ☐ *Region 16 (16)*
91	**Region 17** Region 17 - Lubbock ☐ *Region 17 (17)*
92	**Region 18** Region 18 - Midland ☐ *Region 18 (18)*
93	**Region 19** Region 19 - El Paso ☐ *Region 19 (19)*

94 **Region 20**

Region 20 - San Antonio

☐ *Region 20 (20)*

95 **State Service Designation**

State Service Designation - Refer to Form in Proposal Invitation.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

96 **Company Name**

Company Name

Pioneer Athletics

97 **State Service Designation**

Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.

All States

98 **Alabama**

Alabama

☐ *Alabama (AL)*

99 **Alaska**

Alaska

☐ *Alaska (AK)*

100 **Arizona**

Arizona

☐ *Arizona (AZ)*

101 **Arkansas**

Arkansas

☐ *Arkansas (AR)*

102 **California**

California (Public Contract Code 20118 & 20652)

☐ *California (CA)*

103	**Colorado** Colorado ☐ *Colorado (CO)*
104	**Connecticut** Connecticut ☐ *Connecticut (CT)*
105	**Delaware** Delaware ☐ *Delaware (DE)*
106	**District of Columbia** District of Columbia ☐ *District of Columbia (DC)*
107	**Florida** Florida ☐ *Florida (FL)*
108	**Georgia** Georgia ☐ *Georgia (GA)*
109	**Hawaii** Hawaii ☐ *Hawaii (HI)*
110	**Idaho** Idaho ☐ *Idaho (ID)*
111	**Illinois** Illinois ☐ *Illinois (IL)*
112	**Indiana** Indiana ☐ *Indiana (IN)*
113	**Iowa** Iowa ☐ *Iowa (IA)*
114	**Kansas** Kansas ☐ *Kansas (KS)*

115	**Kentucky** Kentucky ☐ *Kentucky (KY)*
116	**Louisiana** Louisiana ☐ *Louisiana (LA)*
117	**Maine** Maine ☐ *Maine (ME)*
118	**Maryland** Maryland ☐ *Maryland (ME)*
119	**Massachusetts** Massachusetts ☐ *Massachusetts (MA)*
120	**Michigan** Michigan ☐ *Michigan (MI)*
121	**Minnesota** Minnesota ☐ *Minnesota (MN)*
122	**Mississippi** Mississippi ☐ *Mississippi (MS)*
123	**Missouri** Missouri ☐ *Missouri (MO)*
124	**Montana** Montana ☐ *Montana (MT)*
125	**Nebraska** Nebraska ☐ *Nebraska (NE)*
126	**Nevada** Nevada ☐ *Nevada (NV)*

127	**New Hampshire** New Hampshire ☐ *New Hampshire (NH)*
128	**New Jersey** New Jersey ☐ *New Jersey (NJ)*
129	**New Mexico** New Mexico ☐ *New Mexico (NM)*
130	**New York** New York ☐ *New York (NY)*
131	**North Carolina** North Carolina ☐ *North Carolina (NC)*
132	**North Dakota** North Dakota ☐ *North Dakota (ND)*
133	**Ohio** Ohio ☐ *Ohio (OH)*
134	**Oklahoma** Oklahoma ☐ *Oklahoma (OK)*
135	**Oregon** Oregon ☐ *Oregon (OR)*
136	**Pennsylvania** Pennsylvania ☐ *Pennsylvania (PA)*
137	**Rhode Island** Rhode Island ☐ *Rhode Island (RI)*
138	**South Carolina** South Carolina ☐ *South Carolina (SC)*

139	**South Dakota** South Dakota ☐ *South Dakota (SD)*
140	**Tennessee** Tennessee ☐ *Tennessee (TN)*
141	**Texas** Texas ☐ *Texas (TX)*
142	**Utah** Utah ☐ *Utah (UT)*
143	**Vermont** Vermont ☐ *Vermont (VT)*
144	**Virginia** Virginia ☐ *Virginia (VA)*
145	**Washington** Washington ☐ *Washington (WA)*
146	**West Virginia** West Virginia ☐ *West Virginia (WV)*
147	**Wisconsin** Wisconsin ☐ *Wisconsin (WI)*
148	**Wyoming** Wyoming ☐ *Wyoming (WY)*

Bid Lines

1 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Athletic Supplies**. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pioneer Athletics

2 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Athletic Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pioneer Athletics

3 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Athletic Apparel, Clothing, Footwear and Shoes.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

4 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Football Helmets** (new and reconditioned). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

5 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Physical Education Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pioneer Athletics

6 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Physical Education Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pioneer Athletics

7 **Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Elliptical Cross-Trainers.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

8 **Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Exercise Bicycles.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

9 **Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Stair Climbers.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

10 **Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Treadmills.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

11 **Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Computerized Strength Training Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
2

Section II: Commercial Grade/Heavy-Duty Exercise Equipment - Discount (%) off catalog/pricelist for **All Free Weights** (Barbells, Curl Bars, Dumbbells, and other related free weights). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pioneer Athletics

13 **Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Plate Loaded Strength Training Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

14 **Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Selectorized Strength Training Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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15 **Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Outdoor Commercial Grade/Heavy-Duty Exercise Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

16 **Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Other Commercial Grade/Heavy-Duty Exercise Equipment and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

17 **Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **Rental of All Types of Commercial Grade/Heavy-Duty Exercise Equipment** (Indoor/Outdoor). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

18 **Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium Basketball Systems and Accessories** (all types including but not limited to backstops, backboards, scorer tables, goals wall mount, ceiling mount, folding, stationary, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pioneer Athletics

19 **Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium Volleyball Systems and Accessories** (all types including but not limited to standards, nets, rope tensioners, boundary markers, antennae, floor plates, floor sleeves, floor anchors, judges stands, center standard center, transporters, wall storage hooks, protective pads, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pioneer Athletics

20 **Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium Spectator Seating and Accessories** (all types including but not limited to fixed, telescoping, portable, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pioneer Athletics

21 **Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium (Indoor) Scoreboards and Accessories** (all types including but not limited to basketball, hockey, swimming, volleyball, wrestling, related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pioneer Athletics

22 **Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium Divider Curtains and Accessories** (all types including but not limited to motorized, manual, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pioneer Athletics

23 **Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium Floor Mats and Accessories** (all types). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pioneer Athletics

24 **Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium Floor Covers, Rubberized Tile and Accessories** (all types). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pioneer Athletics

25 **Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium Wall Pads and Accessories** (all types). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pioneer Athletics

26 **Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Repair Parts** (for all types of gymnasium equipment). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pioneer Athletics

27 **Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Outdoor Sports Field Barrier Netting Products** (fence screens, windscreens, dugout screen and graphics, bleacher screen and graphics and other related items.) Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pioneer Athletics

28 **Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **All Other Gymnasium and Outdoor Field Equipment and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pioneer Athletics

29 **Section IV: Installation and Repair Service** - **Hourly Labor Rate for Installation/Repair Service of Service of Athletic, Physical Education, Commercial Grade/Heavy-Duty Exercise and Gymnasium/Outdoor Field Equipment, and Related Products** -- **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate ***No Bid***

30 **Section V: Evaluation Items:** Specified Brand and UOM: Football; Wilson WTF1103ID; GST Leather Series; Official Size-College/High School; Each.

Unit Price: $115.35 Total: $115.35

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specific Brand

Wilson GST Game Football

31 **Section V: Evaluation Items:** Specified Brand and UOM:Volleyball; Tachikara SV5WS; Sensi-Tec® Micro-Fiber; Color: White; NFHS Approved Size; Each.

Unit Price: $58.40 Total: $58.40

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specific Brand

No response

32 **Section V: Evaluation Items:** Specified Brand and UOM: Basketball; Spalding SPA0283; Precision TF-1000; NFHS Approved and Official Size: 7 and 29.5"; Each.

Unit Price: $84.95 Total: $84.95

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specific Brand

No response

33 **Section V: Evaluation Items:** Specified Brand and UOM: Baseballs; Rawlings R100-H1; Color: White; NFHS Series; Dozen.

Unit Price: $83.56 Total: $83.56

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specific Brand

No response

34 **Section V: Evaluation Items:** Specified Brand and UOM: Softballs; Rawlings C11RYLA fastpitch; Color: Optic Yellow; NFHS Series; Dozen.

Unit Price: $110.16 Total: $110.16

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement **and select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specific Brand

No response

35 **Section V: Evaluation Items:** Specified Brand and UOM: Football Practice Pant (Youth); Russell Athletic PI-F25PFWF-BLK; Three-piece back; No-fly front; Envelope thigh and knee pad pockets; Color: Black; Size: Large.

Unit Price: $31.28 Total: $31.28

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specific Brand

No response

36 **Section V: Evaluation Items:** Specified Brand and UOM: Basketball Shoes; Nike CK1069-005; Color: Black/University Red/White/Dark Grey; Size: Men's 11; Each.

Unit Price: *No response* Total: *No response*

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specific Brand

No response

37 **Section V: Evaluation Items:** Specified Brand and UOM: Football Gloves; Under Armour Men's Blur 100 (1359086); Color: White/Metallic Silver; Size: Men's Large; Each.

Unit Price: *No response* Total: *No response*

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specific Brand

No response

Response Total: $483.70

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

April 21, 2024

Sent via email to: bids@pioneerathletics.com

Daniel Ford
Pioneer Manufacturing Company
4529 Industrial Parkway
Cleveland OH 44135

Re: Grounds Maintenance Equipment, Parts, and Supplies
BuyBoard Contract 706-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Grounds Maintenance Equipment, Parts, and Supplies, Contract 706-23 effective 6/1/2023 through May 31, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through May 31, 2025.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

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

February 10, 2024

Sent via email to: bids@pioneerathletics.com

Daniel Ford
Pioneer Manufacturing Company
4529 Industrial Parkway
Cleveland, OH 44135

Re: Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy Duty Exercise Equipment and Related Accessories
BuyBoard Contract 665-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy Duty Exercise Equipment and Related Accessories, Contract 665-22, for which the current term is set to expire March 31, 2024. At this time, the BuyBoard is renewing your contract through March 31, 2025. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

RESOLUTION NO. 2024-362

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A CONTRACT FOR GROUND MAINTENANCE EQUIPMENT, PARTS, AND SUPPLIES WITH PIONEER MANUFACTURING COMPANY THROUGH BUYBOARD CONTRACT #706-23 AND CONTRACT #665-22 FOR A TOTAL ESTIMATED EXPENDITURE OF $173,163.00 OVER A TWO-YEAR PERIOD, WHICH INCLUDES $89,036.00 FOR YEAR ONE AND $61,136.00 FOR YEAR TWO, WITH AN ADDITIONAL APPROPRIATION OF $22,991.00 AS A 15% CONTINGENCY; PROVIDING FOR A NON-APPROPRIATION CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to provide efficient and reliable outdoor athletic maintenance supplies and equipment; and

WHEREAS, the City of Duncanville has entered into an interlocal cooperative purchasing agreement with BuyBoard; and

WHEREAS, BuyBoard has taken competitive sealed proposals and awarded contract #706-23 for Grounds Maintenance Equipment, Parts, and Supplies to Pioneer Manufacturing Company, which expires on May 31, 2026; and

WHEREAS, Pioneer Manufacturing Company is also available through BuyBoard Contract #665-22 for Athletic, Physical Education, Gymnasium Supplies and Equipment, and Heavy Duty Exercise Equipment and Related Accessories, which expires on March 31, 2026.

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

SECTION 1. That the City Council of the City of Duncanville does hereby authorizes the City Manager to execute a contract with Pioneer Manufacturing Company for a two-year period for the purpose of providing ground maintenance equipment, parts, and supplies, and athletic, physical education, gymnasium supplies, and heavy-duty exercise equipment and related accessories through BuyBoard Contracts #706-23 and #665-22.

SECTION 2. An expenditure is hereby authorized in an amount not to exceed $89,036.00 covering FY 2025, proposed $61,136.000 for FY 2026, and the remaining expenditures of $22,991.00 for FY 2024.

SECTION 3. The City Manager is hereby authorized to execute all necessary documents related to said expenditures, as long as valid BuyBoard contracts exist.

SECTION 4. That purchases authorized beyond the current fiscal year are subject to availability of funds and any non-appropriation by Council. Failure to budget for such expenses for FY 2026 shall terminate this authorization.

SECTION 5. This Resolution shall become effective immediately upon its passage.

DULY PASSED and approved by the City Council of the City of Duncanville, Texas, on this the _____ day of _____ 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider a Resolution authorizing the Second Amendment to Contract 3230223 with Texas Standard Construction, Ltd., for the Wren Avenue Waterline Improvements and Oriole Boulevard I-20 Aerial Crossing Replacement Project in the amount of $16,031.66, not exceeding a total contract amount of $1,225,168.77.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works
Joel Daugherty, Utilities Superintendent

BACKGROUND/HISTORY:
On November 21, 2023, the City of Duncanville awarded RFB 23-0002 to Texas Standard Construction, Ltd. for the installation of a 12" water main on Wren Avenue from Oriole Boulevard to Winding Trail and Oriole Boulevard from Wren Avenue to the I-20 eastbound service road (crossing I-20 on the utility bridge). This authorization included a contract award of $1,099,215.55 with a $109,921.56 contingency. Following receipt of bonding and other documentation from the Contractor, City Staff issued the Notice to Proceed to the Contractor in February 2024.

Upon beginning the project, the following were discovered:

- changes were needed to realign the 12" water main at the intersection of Oriole Boulevard and Wren Avenue due to existing underground franchise utilities (Atmos Energy)
- additional pipe supports were required for the new 12" water main on the utility bridge crossing I-20
- existing water main tie-in alignments were incorrectly shown on plans, requiring additional piping & valves w/stacks
- additional sewer pipe was needed to meet the Texas Commission on Environmental Quality (TCEQ) requirements for water crossing over sanitary sewer mains.

Project costs are outlined below.

Est. Qty.	Unit	Description	Unit Bid Price Materials	Total Bid Extension	Remaining QTY	Remaining Amount
		WREN AVE / I20 SERVICE ROAD WATER IMPROVEMENTS				
1	LS	Clear and Grub	$ 32,950.00	$ 32,950.00	0	$ -
6	EA	Remove Tree 6"<15"	$ 50.00	$ 300.00	6	$ 300.00
1	LS	Mobilization @ 5%	$ 18,000.00	$ 18,000.00	0	$ -
34	SY	Remove Concrete Pavement	$ 26.95	$ 916.30	0	$ -
112	SY	Remove Concrete Driveway	$ 17.10	$ 1,915.20	0	$ -
65	LF	Remove Separate Concrete Curb & Gutter	$ 8.59	$ 558.35	0	$ -
142	SY	Remove Asphalt Pavement	$ 9.80	$ 1,391.60	0	$ -
2,825	SF	Remove Concrete Sidewalk	$ 0.10	$ 282.50	0	$ -
51	LF	6" Separate Concrete Curb & Gutter	$ 54.00	$ 2,754.00	0	$ -
2,115	SF	4" Concrete Reinforced Sidewalk 3,000 PSI	$ 4.90	$ 10,363.50	0	$ -
17	SY	Asphalt Transition (6" TYPE D)	$ 260.00	$ 4,420.00	0	$ -
34	SY	8" Reinforced Concrete Pavement (4,000 PSI)	$ 116.00	$ 3,944.00	0	$ -
121	SY	6" Concrete Reinforced Driveway	$ 124.50	$ 15,064.50	0	$ -
6	EA	TxDot Type 7 ADA Ramp	$ 3,482.00	$ 20,892.00	0	$ -
2	EA	TxDot Type 2 ADA Ramp	$ 3,609.00	$ 7,218.00	0	$ -
3	EA	Remove and Reset Existing City Signs	$ 95.00	$ 285.00	0	$ -
4	EA	Remove and Reset Existing TxDot Signs	$ 190.00	$ 760.00	0	$ -
560	SY	Block Sod To Match Existing	$ 6.95	$ 3,892.00	560	$ 3,892.00
135	LF	8" SLD PVMT Markings	$ 17.00	$ 2,295.00	135	$ 2,295.00
1	EA	Re-Connect Irrigation (Wren Ave)	$ 1,950.00	$ 1,950.00	1	$ 1,950.00
2	MO	Traffic Control	$ 6,900.00	$ 13,800.00	0	$ -
2	EA	Project Sign	$ 984.00	$ 1,968.00	0	$ -
153	LF	6" AWWA C900, DR14 PVC Water Line BY OPEN CUT	$ 117.50	$ 17,977.50	98	$ 11,515.00
16	LF	8" AWWA C900, DR14 PVC Water Line BY OPEN CUT	$ 146.70	$ 2,347.20	-101	$ (14,816.70)
902	LF	12" AWWA C900, DR14 PVC Water Line BY OPEN CUT	$ 178.20	$ 160,736.40	-138	$ (24,652.19)
5	TON	Ductile Iron Water Fittings with Restraint	$ 10,325.00	$ 51,625.00	0	$ -
8	EA	1" Water Service Connection & Meter Box	$ 1,242.00	$ 9,936.00	0	$ -
8	EA	Connect Water Service on Customer Side with Plumber	$ 318.00	$ 2,544.00	1	$ 318.00
3	EA	Fire Hydrant Assembley	$ 3,918.00	$ 11,754.00	0	$ -
2	EA	Remove & Salvage Existing Fire Hydrant & Appurtenances	$ 195.00	$ 390.00	0	$ -
9	EA	6" Gate Valve & Valve Stack	$ 1,973.00	$ 17,757.00	2	$ 3,946.00
1	EA	8" Gate Valve & Valve Stack	$ 3,795.00	$ 3,795.00	-3	$ (11,385.00)
13	EA	12" Gate Valve & Valve Stack	$ 5,321.00	$ 69,173.00	0	$ -
8	EA	Remove & Salvage Existing 6" Gate Valve Valve Stack	$ 100.00	$ 800.00	8	$ 800.00
1	EA	Remove & Salvage Existing 8" Gate Valve Valve Stack	$ 100.00	$ 100.00	1	$ 100.00
1	EA	Remove & Salvage Existing 10" Gate Valve Valve Stack	$ 100.00	$ 100.00	1	$ 100.00
13	EA	Cut & Plug Existing Water Main	$ 465.00	$ 6,045.00	0	$ -
1	LS	Trench Safety Design	$ 1,295.00	$ 1,295.00	0	$ -
1,071	LF	Trench Safety For Water	$ 4.65	$ 4,980.15	0	$ -
19	TN	Temporary Asphalt (2" TYPE D HMAC)	$ 246.00	$ 4,674.00	0	$ -
161	SY	Type II Permanent Pavement Repair (2" Type D HMAC / 6" Reinforced Concrete)	$ 129.50	$ 20,849.50	0	$ -
6	EA	Connect to Existing 6" Main	$ 2,059.00	$ 12,354.00	4	$ 8,236.00
1	EA	Connect to Existing 8" Main	$ 2,902.00	$ 2,902.00	-2	$ (5,804.00)
7	EA	Exploratory Excavation of Existing Utilities	$ 195.00	$ 1,365.00	0	$ -
4	EA	Utility Pipe Supports	$ 1,249.00	$ 4,996.00	0	$ -
20	LF	6" ASTM 3034 SDR-26 150 PSI PVC Sewwer Main Open Cut Embedded in CSS	$ 306.00	$ 6,120.00	0	$ -
40	LF	8" ASTM 3034 SDR-26 150 PSI PVC Sewwer Main Open Cut Embedded in CSS	$ 306.00	$ 12,240.00	-20	$ (6,120.00)
		Section Total		**$ 572,775.70**	**Total**	**$ (29,325.89)**
		ORIOLE BLVD WATER IMPROVEMENTS				
3	EA	Remove Tree 6"<15"	$ 50.00	$ 150.00	0	$ -
1	LS	Mobilization @ 5%	$ 9,500.00	$ 9,500.00	0	$ -
180	SY	Block Sod To Match Existing	$ 6.95	$ 1,251.00	180	$ 1,251.00
1	MO	Traffic Control	$ 6,900.00	$ 6,900.00	0	$ -
351	LF	12" Restrained Ductile Iron Water Line on Utility Bridge	$ 569.50	$ 199,894.50	0	$ -
58	LF	12" AWWA C900, DR14 PVC Water Line BY OPEN CUT	$ 149.00	$ 8,642.00	0	$ -
1	TON	Ductile Iron Water Fittings with Restraint	$ 15,950.00	$ 15,950.00	0	$ -
2	EA	12" Gate Valve & Valve Stack	$ 9,730.00	$ 19,460.00	0	$ -
116	LF	12" Water Main, By Other Than Open Cut 20" By 0.375" Steel Casing	$ 938.00	$ 108,808.00	0	$ -
2	EA	Cut & Plug Existing Water Main	$ 929.00	$ 1,858.00	0	$ -
1	EA	2" Air Release Valve W/ Insulated Enclosure	$ 7,685.00	$ 7,685.00	0.10	$ -
58	LF	Trench Safety For Water	$ 4.95	$ 287.10	0	$ -
2	EA	Exploratory Excavation of Existing Utilities	$ 195.00	$ 390.00	0	$ -
351	LF	Dip 2" Polyurethane Insulation & Aluminum Service Jacket	$ 108.75	$ 38,171.25	201	$ -
20	EA	Pipe Supports	$ 1,935.00	$ 38,700.00	-4	$ (7,740.00)
3	EA	12" Expansion/Contraction Joint with Insulation	$ 12,931.00	$ 38,793.00	0	$ -
1	LS	Remove Existing Water Pipes (6" 350 350 LF & 10" 350 LF) and Supports Straps	$ 30,000.00	$ 30,000.00	0	$ -
		Section Total		**$ 526,439.85**	**Total**	**$ (6,489.00)**
		Bid Total		**$ 1,099,215.55**		**$ (35,814.89)**
		Estimate Amount				

	CO #1 QTY		Change Order #1 (Contigency Used)				
CP #1	1	LS	Install 2" Irrigation service - material, labor and equipment shown on revised plan sheet 9 (south side of I-20 frontage road @ STA 1+15)	$ 3,502.72	$ 3,502.72	0	$ -
CP #2	1	LS	Remove & replace concrete pavement for 12" water main bore alignment/relocation shown on revised plan sheet 6	$ 17,917.97	$ 17,917.97	0	$ -
CP #3	1	LS	Install 3/4" # 304 SS all trhead rod with "offset 90 degree bolt", two (2) each end of bore encasement pipe on Wren Ave. and south side of I20 frontage road (welded and installed 8)	$ 2,612.83	$ 2,612.83	0	$ -
CP #4	1	LS	M&H #129 - 6" Fire hydrant extension on Wren Ave. STA 5-57.28 and M&H #129 - 18" fire hydrant extension at south side I-20 frontage road STA 0+19.02	$ 3,278.15	$ 3,278.15	0	$ -
CP #5	1	LS	12" RS GV & appurtenances - Wren Ave water line at STA 650.14	$ 5,507.24	$ 5,507.24	0	$ -
CP #6	1	LS	12" RS GV & appurtenances - Wren Ave water line (FH) at STA 0+31.91	$ 5,507.24	$ 5,507.24	0	$ -
CP #7	1	LS	12" DI Pipe installed form STA 4+34-.94 to STA 4+21.35 (vertical up) south side of utility bridge and 12" DI Pipe installed form STA 0+84.13 to STA 0+97.56 (vertical up) north side of utility bridge	$ 7,388.22	$ 7,388.22	0	$ -
CP #8	1	LS	Removing Ashpalt pavement (6" - 8" depth) and or with (4" - 6" depth) conrete sub-base; Install 6" reinforced concrete sub-base with2" HMAC (Type D) overlay pavement	$ 12,485.02	$ 12,485.02	0	$ -
CP #9	1	LS	Additional sidewalk pavement north side of I-20 west side of Oriole Blvd STA 0+00 and east side of Oriole Blvd STA 1+20; Additional sidewalk pavement south side of I-20east side of Oriole Blvd ; additional curb and gutter to revise darainage flow from ADA BFR on the southwest corner of the south side of I-20 frontage road at Oriole Blvd	$ 2,265.10	$ 2,265.10	0	$ -
CP #10	1	LS	Additional work to compliete 6" water main on Oriole Blvd south of south side of I-20 frontage road	$ 18,573.45	$ 18,573.45	0	$ -
CP #11	1	LS	Addition work to raise 12" water line over existing TX-DOT RCP at STA 0+12.00 on the north side of I-20 on Oriole Blvd	$ 9,183.46	$ 9,183.46	0	$ -
CP #12	1	LS	Additonal work due to bore realignment on under Wren Ave. at Oriole Blvd to utility bridge (design error)	$ 4,591.73	$ 4,591.73	0	$ -
Credit	1	LS	Delete 12" C-900 DR-14 Eagle Loc PVC Pipe and substite with 12" C-900 DR-14 Pipe in the 20" Steel encasement Bores on each side of I-20 utility bridge	($2,674.80)	($2,674.80)	0	$ -
			Change Order Amount		**$ 90,138.33**		**$ -**

POLICY EXPLANATION:
Unfortunately, the available contingency ($19,783.23) is insufficient for the remaining invoices (final and retainage). Staff is requesting authorization to execute the Second Amendment to finalize the project. Pending authorization of the Second Amendment, the project accounting will be as follows:

Contract Award – $1,099,215.55
Contingency – $109,921.56
Change Order 1 – $90,138.33
Remaining Contingency – $19,783.23
Total Amount Due to Contractor – $35,814.89
Difference – $16,031.66 (Second Amendment Requested Increase)
Final Amount to Contractor – $1,225,168.77

FUNDING SOURCE:

ORG and Object Number
17100000-708102 (Utility CIP Water Projects/Construction)

Available Budget	**Purchase Amount**	**After Encumber**
$2,446,611.00	$16,031.66	$2,430,579.34

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

ATTACHMENTS:

Resolution No. - 2024-345 - Wren Avenue Waterline Improvements and Oriole Boulevard I-20 Aerial Crossing Replacement Project Amendment with Exhibit

RESOLUTION NO. 2024-345

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE SECOND AMENDMENT TO CONTRACT 3230223 WITH TEXAS STANDARD CONSTRUCTION, LTD., FOR THE WREN AVENUE WATERLINE IMPROVEMENTS AND ORIOLE BOULEVARD I-20 AERIAL CROSSING REPLACEMENT PROJECT, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, IN THE AMOUNT OF $16,031.66, NOT EXCEEDING A TOTAL CONTRACT AMOUNT OF $1,225,168.77; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, desires to continue its commitment to making infrastructure improvements to the quality and capacity of the overall utility infrastructure; and

WHEREAS, on November 21, 2023, the City Council of the City of Duncanville, Texas, authorized the construction of Wren Avenue Waterline Improvements and Oriole Boulevard I-20 Aerial Crossing Replacement Project with Texas Standard Construction, Ltd.; and

WHEREAS, on June 28, 2024, the City of Duncanville, Texas, executed the First Amendment to Contract 3230223 using contingency funds to provide additional construction services; and

WHEREAS, the Second Amendment to Contract 3230223 is proposed to finalize the project; and

WHEREAS, the City of Duncanville, Texas, desires to authorize the Second Amendment to Contract 3230223 with Texas Standard Construction, Ltd., for the Wren Avenue Waterline Improvements and Oriole Boulevard I-20 Aerial Crossing Replacement Project, attached hereto and incorporated herein as Exhibit A, in the amount of $16,031.66, not exceeding a total contract amount of $1,225,168.77.

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 the Second Amendment to Contract 3230223 with Texas Standard Construction, Ltd., for the Wren Avenue Waterline Improvements and Oriole Boulevard I-20 Aerial Crossing Replacement Project, attached hereto and incorporated herein as Exhibit A, in the amount of $16,031.66, not exceeding a total contract amount of

$1,225,168.77; and authorizes the City Manager to execute the necessary documents related to said expenditures.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of November, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

Duncanville
City of Champions

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

SECOND AMENDMENT TO THE CITY OF DUNCANVILLE CONSTRUCTION AGREEMENT WITH TEXAS STANDARD CONSTRUCTION, LTD.

CONTRACT NO. 3230223
PO NO. 2240238
WATER MAIN REPLACEMENT
WREN AVE. AND ORIOLE BLVD. I-20 AERIAL CROSSING

THIS SECOND AMENDMENT TO AGREEMENT is entered into as of **November 19, 2024** ("Effective Date"), between City of Duncanville (hereinafter "City"), located at 203 E. Wheatland, Duncanville, TX 75116, and Texas Standard Construction, Ltd. (hereinafter "Contractor" or "Professional"), located at 5511 W. Ledbetter Dr., Dallas, TX, 75236, (collectively and interchangeably referred to as the "Parties" or "Party"), is hereby executed for the purpose of amending and supplementing its previous agreement ("Original Agreement"), which was entered into as of **January 18, 2024**, between the City and the Contractor as stated herein:

The Original Agreement provided for the Contractor's services related to Wren Ave./I-20 Service Road Water Improvements. The Original Agreement was written with the Contractor's cost not to exceed ONE MILLION NINETY-NINE THOUSAND TWO HUNDRED FIFTEEN DOLLARS AND FIFTY-FIVE CENTS ($1,099,215.55) for the project's completion and term (the "Total Contracted and Conditional Contract Amount").

The Original Agreement now requires modifications to provide additional services. Article IV, "CONTRACT PRICE," will be amended to increase the contract's value from $1,189,353.88 (Authorized under the First Amendment) to $1,225,168.77.

NOW THEREFORE, the Parties, in consideration of their mutual promises and covenants, as well as other good and valuable considerations, do hereby AGREE to the following SECOND AMENDMENT, which amends the terms, conditions, and requirements of the Original Agreement to wit:

Duncanville
City of Champions

1.

The provisions of Article IV: CONTRACT PRICE, as stated in the Original Agreement, are hereby amended to allow for a change to the contract value.

The first sentence of Article IV is hereby amended as follows:

The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed-rate sum for services provided of One Million Two Hundred Twenty-Five Thousand One Hundred Sixty-Eight Dollars and Seventy-Seven Cents ($1,225,168.77).

Duncanville
City of Champions

SECOND AMENDMENT TO CITY OF DUNCANVILLE CONSTRUCTION AGREEMENT WITH TEXAS STANDARD CONSTRUCTION, LTD.

CONTRACT NO. 3230223
PO NO. 2240238
WATER MAIN REPLACEMENT
WREN AVE. AND ORIOLE BLVD. I-20 AERIAL CROSSING

The Parties hereto agree that, except as specifically provided for by the agreed to changes within this Second Amendment, all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in both the Original Agreement and now the Second Amendment shall be and will remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have each executed this Second Amendment by and through their respective duly authorized representatives and officers as indicated below:

CITY OF DUNCANVILLE
(City)

Approved: _____

By: Douglas Finch

Title: City Manager

Date: _____

TEXAS STANDARD CONSTRUCTION, LTD.
(Contractor)

Approved: Ronald H Dalton - PRES.

By: Ronald H. Dalton

Title: President

Date: 10-28-2024

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider a Resolution endorsing the implementation of a continuing pretreatment program as required by 40 CFR 403 for the Trinity River Authority's Central Regional Wastewater System.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works
David Dunn, Assistant Utilities Superintendent

BACKGROUND/HISTORY:
The City of Duncanville's wastewater is directed to the Trinity River Authority (TRA) Central Regional Wastewater System (CRWS), TRA Ten Mile Creek Regional Wastewater System (TMCRWS), and the City of Dallas' wastewater system. The City has a contract with TRA to treat most of the wastewater produced within Duncanville.

In 2024, the TRA informed City Staff that revisions to Chapter 20 of the City Code, "Water, Sewer, and Sewage Disposal," were necessary. As a result, Chapter 20 is being updated.

A separate staff report includes revisions to the City's Chapter 20 Ordinance to effect the changes requested by TRA.

This City Council action aims to endorse implementing a continuing pretreatment program in accordance with Chapter 40 of the Code of Federal Regulations (CFR), Part 403, "General Pretreatment Regulations for Existing and New Sources of Pollution," for the TRA's Central Regional Wastewater System. 40 CFR 403 mandates the development of a Pretreatment Program for the Regional Wastewater System. As the owner and operator of a Publicly Owned Treatment Works (POTW), the Trinity River Authority of Texas is required to comply with rule 40 CFR 403. The City of Duncanville, as a contracting party of the Regional Wastewater System, has entered into an Amendatory Wastewater Contract with the Trinity River Authority of Texas. As part of this agreement, the City has enacted ordinances to implement and enforce the National Pretreatment Standards.

Additionally, 40 CFR 403.9 (b) stipulates that a statement or resolution reflecting the endorsement or approval of the local boards or councils responsible for supervising and/or funding the POTW is required.

POLICY EXPLANATION:
City Council endorsement of TRA's pretreatment program for the Central Regional Wastewater System is required by TCEQ.

FUNDING SOURCE:

ORG and Object Number
N/A

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

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

ATTACHMENTS:
Resolution No. - 2024-336 - Continuing Pretreatment Program for the Central Regional Wastewater System

RESOLUTION NO. 2024-336

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE IMPLEMENTATION OF A CONTINUING PRETREATMENT PROGRAM AS REQUIRED BY 40 CFR 403 FOR THE TRINITY RIVER AUTHORITY'S CENTRAL REGIONAL WASTEWATER SYSTEM; PROVIDING FOR CITY MANAGER OR DESIGNEE TO EXECUTE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 26, 1978, the United States Environmental Protection Agency published a rule (Amended January 28, 1981) that established mechanisms and procedures for enforcing National Pretreatment Standards controlling the introduction of wastes from non-domestic sources into Publicly Owned Treatment Works (POTWs); and

WHEREAS, this rule, 40 CFR 403, requires that a Pretreatment Program be developed for the Regional Wastewater System; and

WHEREAS, the Trinity River Authority of Texas, as the owner and operator of a (CRWS), referred to herein as the Central Regional Wastewater System, POTW, must comply with rule 40 CFR 403; and

WHEREAS, the City, as a contracting party of the CRWS, has entered into an Amendatory Wastewater Contract with the Trinity River Authority of Texas whereby the City has enacted pretreatment ordinances that are necessary to implement and enforce the National Pretreatment Standards; and

WHEREAS, 40 CFR 403.9 (b) requires a statement or resolution reflecting the endorsement or approval of the local boards or councils responsible for supervising and/or funding the POTW.

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

SECTION 1. That the City of Duncanville, Texas, hereby approves the implementation of a pretreatment program as set forth in compliance with the Federal Regulation, 40 CFR 403 for the Central Regional Wastewater System to continue compliance with said regulation during its requirements.

SECTION 2. That the City Manager or designee execute any necessary documents to comply with the approval of this Resolution.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of November, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider an Ordinance amending Chapter 20 of the Duncanville Code of Ordinances by repealing and replacing Article IV, "General Sewage Disposal Standards," with a new Article IV, "General Sewage Disposal Standards," to provide for updates to regulations governing wastewater discharges into the publicly owned treatment works within the City of Duncanville.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works
David Dunn, Assistant Utilities Superintendent

BACKGROUND/HISTORY:
The City of Duncanville's wastewater is directed to the Trinity River Authority (TRA) Central Regional Wastewater System (CRWS), TRA Ten Mile Creek Regional Wastewater System (TMCRWS), and the City of Dallas' wastewater system. The City has a contract with TRA to treat most of the wastewater produced within Duncanville.

In 2024, the TRA informed City Staff that revisions to Chapter 20 of the City Code, "Water, Sewer, and Sewage Disposal," were necessary. As a result, Chapter 20 is being updated.

The following includes the suggested revisions to the Article IV of the Ordinance:

- Section 20-54
  - Removes verbiage in Section 20-54, which is no longer required
- Section 20-55
  - Designates maximum allowable discharge limits for toxic pollutants

- Removes "Total Toxic Organics" from the toxic pollutants table, as there will no longer be a local limit for this item

The Ordinance change should not financially impact the City or its impacted establishments.

POLICY EXPLANATION:
City Council approval is required to amend the Code of Ordinances.

FUNDING SOURCE:

ORG and Object Number
N/A

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

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

ATTACHMENTS:
Attachment 1 - Duncanville Ordinance Amendments
Ordinance No. - 2529 - Trinity River Authority Sewage Disposal Standards Amendment - Pdf

- The Industrial User, prior to City's finding, has consistently complied with all applicable categorical Pretreatment Standards and Requirements;
- The Industrial User annually submits the certification statement required in subsection 20-57 (f)(3) [see 40 CFR 403.12(q)], together with any additional information necessary to support the certification statement; and
- The Industrial User never discharges any untreated concentrated wastewater.

(40) Slug load or Slug Discharge. Any discharge of a non-routine, episodic nature, including but not limited to accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any way violate the POTW's regulations, Local Limits or Permit conditions.

(41) Standard Industrial Classification (SIC) Code. A classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

(42) Storm Water. Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

(43) Suspended Solids. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

(44) Total Toxic Organics (TTO). The sum of the masses or concentration of the toxic organic compounds listed in 40 CFR122 Appendix D, Table 2, excluding pesticides, found in an industrial user's discharge at a concentration greater than 0.01mg/L. ~~Only those parameters reasonably suspected to present ,if any, shall be analyzed for local limit compliance if required by the Director.~~ For categorical SIU's, with categorical TTO monitoring requirements, TTO parameter selection is specific to the federal category.

(45) TPDES. Texas Pollutant Discharge Elimination System permit program of the Texas Commission on Environmental Quality with federal regulatory authority to act on an approved pretreatment program.

(46) User or Industrial User (IU). A source of indirect discharge.

(47) Wastewater. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

(d) Local Limits

(1) The following pollutant limits are established to protect against pass through and interference and apply at the point where the wastewater is discharged to the POTW. No person shall discharge, or cause or permit to be discharged, wastewater containing in excess of the maximum allowable discharge limits according to physical location as determined by the Director:

a. Toxic Pollutants specified in the following table:

Toxic Pollutant	TRA Central Instantaneous Maximum Allowable Discharge Limits (mg/l)	TRA Ten Mile Creek Instantaneous Maximum Allowable Discharge Limits (mg/l)
Arsenic	~~TBD~~0.2	0.30
Cadmium	~~TBD~~0.1	0.10
Chromium	~~TBD~~2.1	4.00
Copper	~~TBD~~1.8	2.40
Cyanide	~~TBD~~0.4	1.71
Lead	~~TBD~~1.2	2.00
Mercury	~~TBD~~0.06	0.0002
Molybdenum	~~TBD~~0.5	3.74
Nickel	~~TBD~~3.3	4.94
Selenium	~~TBD~~0.2	0.27
Silver	~~TBD~~0.8	0.16
Zinc	~~TBD~~6.1	10.00
Oil and Grease	~~TBD~~200	200
~~Total Toxic Organics~~	~~TBD~~	~~2.13~~
pH	~~TBD~~5.5-11.0 Standard Units	5.5 to 11.0 Standard Units
~~Sulfides~~	~~TBD~~	~~-~~
**BOD	***	***
**TSS	***	***

** No industry shall discharge wastewater containing BOD or TSS loading that causes the City pro-rata share of the total BOD or TSS loading to the POTW system to exceed the pro-rata share of the total flow to the system. (Example: If the city contributes 25 percent of the total wastewater flow to the system, the cumulative

ORDINANCE NO. 2529

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING CHAPTER 20 OF THE DUNCANVILLE CODE OF ORDINANCES BY REPEALING AND REPLACING ARTICLE IV, "GENERAL SEWAGE DISPOSAL STANDARDS," WITH A NEW ARTICLE IV, "GENERAL SEWAGE DISPOSAL STANDARDS," TO PROVIDE FOR UPDATES TO REGULATIONS GOVERNING WASTEWATER DISCHARGES INTO THE PUBLICLY OWNED TREATMENT WORKS WITHIN THE CITY OF DUNCANVILLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville signed a contract with Trinity River Authority to operate certain wastewater treatment facilities for and on behalf of the City of Duncanville; and

WHEREAS, the City of Duncanville had entered into such an agreement authorizing the promotion of wastewater cleanup; and

WHEREAS, the City of Duncanville entered into an agreement to treat all or a part of the city's water supply; and

WHEREAS, the City desires to protect the environmental quality of the state's water supply; and

WHEREAS, TCEQ requires industrial pretreatment and discharges into the wastewater treatment facilities; and

WHEREAS, the Duncanville City Council finds that the ordinance should be amended as provided for herein; and

WHEREAS, the City believes that passing this ordinance is in the best interest and welfare of the citizens of Duncanville, Texas.

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

SECTION 1. That Duncanville Code of Ordinances, Chapter 20, "Water, Sewer and Sewage Disposal," shall be and the same is hereby amended by repealing in its entirety said Article IV, "General Sewage Disposal Standards," of said chapter and replacing with a new Article IV to provide for updates to regulations governing wastewater discharges into the publicly owned treatment works within the City of Duncanville, which shall read as follows:

"CHAPTER 20
WATER, SEWAGE AND SEWAGE DISPOSAL
ARTICLE 1. IN GENERAL

. . . . .

ARTICLE IV
GENERAL SEWAGE DISPOSAL STANDARDS

Sec. 20-54 GENERAL PROVISIONS

(a) Purpose and Policy

This article sets forth uniform requirements for users of the Publicly Owned Treatment Works for the City of Duncanville and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code §§ 1251 *et seq.*) and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403). The objectives of this article are:

(1) To prevent the introduction of pollutants into the POTW that will interfere with its operation.

(2) To prevent the introduction of pollutants into the POTW that will pass through the POTW, inadequately treated, into receiving waters, or otherwise be incompatible with the POTW.

(3) To protect the POTW personnel who may be affected by wastewater and sludge in the course of their employment and the general public.

(4) To promote reuse and recycling of industrial wastewater and sludge from the POTW.

(5) To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the POTW.

(6) To enable the City to comply with its National Pollutant Discharge Elimination System (NPDES) permit conditions of the City of Dallas and the Trinity River Authority, sludge use and disposal requirements, and any other Federal or State laws to which the POTW is subject.

This article shall apply to all users of the POTW. The article authorizes the issuance of wastewater discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

(b) Administration

Except as otherwise provided herein, the Director of Public Works (Director) shall administer, implement, and enforce the provisions of this article. Any powers

granted to or duties imposed upon the Director may be delegated by the Director to other personnel.

(c) Incorporation of Industrial Waste Regulations by Reference

All users which discharge to the City of Dallas shall adhere to the regulations and requirements of the City of Dallas Code of Ordinances, chapter 49, “Water and Wastewater,” article IV “Water Quality,” as amended.

The City of Duncanville hereby adopts by reference the City of Dallas Code of Ordinances, chapter 49, “Water and Wastewater,” article IV “Water Quality,” as amended, the same being incorporated herein by reference.

(d) Abbreviations

The following abbreviations, when used in this article, shall have the designated meanings:

BOD	Biochemical Oxygen Demand
BMP	Best Management Practice
BMR	Baseline Monitoring Report
CFR	Code of Federal Regulations
CIU	Categorical Industrial User
COD	Chemical Oxygen Demand
CRWS	Trinity River Authority of Texas Central Regional Wastewater System
EPA	U.S. Environmental Protection Agency
gpd	gallons per day
IU	Industrial User
mg/l	milligrams per liter
NAICS	North American Industrial Classification System
NPDES	National Pollutant Discharge Elimination System
NSCIU	Non-Significant Categorical Industrial User
POTW	Publicly Owned Treatment Works
RCRA	Resource Conservation and Recovery Act
SIC	Standard Industrial Classification
SIU	Significant Industrial User
SNC	Significant Noncompliance
TCEQ	Texas Commission on Environmental Quality
TMCRWS	Trinity River Authority of Texas Ten Mile Creek Regional Wastewater System
TPDES	Texas Pollutant Discharge Elimination System
TRA	Trinity River Authority
TSS	Total Suspended Solids
TTO	Total Toxic Organics
U.S.C.	United States Code

(e) Definitions

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this article, shall have the meanings hereinafter designated.

(1) Act or "the Act." The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251 *et seq*

(2) Approval Authority. The Executive Director of the Texas Commission on Environmental Quality (TCEQ) where the state has been delegated NPDES permit authority and has an approved pretreatment program.

(3) Authorized Representative of the User.

a. If the user is a corporation:

1. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

2. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

b. If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.

c. If the user is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

d. The individuals described in subsections a through c, above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or

having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.

(4) Best Management Practices or BMPs means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in subsection 20-55(a) [40 CFR 403.5(a)(1) and (b)]. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

(5) Biochemical Oxygen Demand or BOD. The quantity of oxygen, expressed in mg/l, utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees centigrade.

(6) Categorical Industrial User (CIU). An Industrial User subject to a Categorical Pretreatment Standard or Categorical Standard.

(7) Categorical Pretreatment Standard or Categorical Standard. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. § 1317) which apply to a specific category of users and which appear in 40 C.F.R. Chapter I, Subchapter N, Parts 405 - 471.

(8) City. The City of Duncanville or the City Council of Duncanville.

(9) Composite Sample. A sample that is collected over time, formed either by continuous sampling or by mixing discrete samples. The sample may be composited either as a time composite sample: composed of discrete sample aliquots collected at constant time intervals providing a sample irrespective of stream flow; or as a flow proportional composite sample: collected either as a constant sample volume at time intervals proportional to flow, or collected by increasing the volume of each aliquot as the flow increases while maintaining a constant time interval between the aliquots.

(10) Control Authority. Shall mean the operator of any part of the POTW if different from the City, e.g., the City of Dallas Water Utilities or TRA as holders of respective TPDES permits.

(11) Daily Maximum Limit. The maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

(12) Director of Public Works (Director). The person designated by the City to supervise the operation of the wastewater collection system, and who is charged with certain duties and responsibilities by this article. The term also means a Duly Authorized Representative of the Director of Public Works.

(13) Environmental Protection Agency or EPA. The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, or other duly authorized official of said agency.

(14) Existing Source. Any source of discharge, the construction or operation of which commenced prior to the publication by the EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

(15) Extrajurisdictional user. A User the City has determined requires a permit to discharge, other than a local government, which is located outside the jurisdiction of the City, and which discharges or plans to discharge to the POTW.

(16) Grab Sample. A sample which is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

(17) Indirect Discharge or Discharge. The introduction of pollutants into the POTW from any nondomestic source regulated under Section 307(b), (c), or (d) of the Act.

(18) Instantaneous Maximum Allowable Discharge Limit. The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

(19) Interference. A discharge, which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use, or disposal; and therefore is a cause of a violation of the Control Authority's NPDES or TPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent state or local regulations: Section 405 of the Act, the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); 40 C.F.R. pt. 503, sludge regulations; any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act and 30 TAC 312; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

(20) Medical Waste. Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

(21) Monthly Average. The sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.

(22) New Source.

a. Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act, which will be applicable to the source if such standards are thereafter promulgated in accordance with that section, provided that:

1. The building, structure, facility, or installation is constructed at a site at which no other source is located; or

2. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

3. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

b. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsections 2.or 3. above but otherwise alters, replaces, or adds to existing process or production equipment.

c. Construction of a new source as defined under this paragraph has commenced if the owner or operator has:

1. Begun, or caused to begin, as part of a continuous onsite construction program:

- Any placement, assembly, or installation of facilities or equipment; or,

- Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or,

2. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

(23) Noncontact Cooling Water. Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

(24) Normal Wastewater. Means wastewater of the City for which the average concentration of suspended solids and five-day BOD is established at and does not exceed 250 mg/l.

(25) North American Industry Classification System (NAICS). Is a system used by the Federal Government for collecting and organizing industry-related statistics. The NAICS codes are updated every five years to stay current with industry developments.

(26) NPDES. National Pollutant Discharge Elimination System permit program of the Environmental Protection Agency, and/or the permit program of the state agency delegated to act on EPA's behalf with an approved pretreatment program (e.g. TPDES or Texas Pollutant Discharge Elimination System).

(27) Pass Through. A discharge of pollutants through the POTW's wastewater system into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause, in whole or in part of a violation of any discharge requirement of the POTW, including an increase in the magnitude or duration of a violation.

(28) Person. Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

(29) pH. A measure of the acidity or alkalinity of a solution, expressed in standard units.

(30) Pollutant. Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical

wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural, and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

(31) Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing the pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes, by process changes, or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

(32) Pretreatment Requirements. Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

(33) Pretreatment Standards or Standards. Pretreatment standards shall mean pollutant concentration discharge limitation requirements or standards, categorical pretreatment standards, and local limits. National pretreatment standard means any pretreatment regulations containing pollutant discharge limits that have been established or will be established for industrial users by the EPA.

(34) Process Wastewater. Water that comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, waste product, or wastewater and/or as defined in a National Pretreatment Standard.

(35) Prohibited Discharge Standards or Prohibited Discharges. Absolute prohibitions against the discharge of certain substances; these prohibitions appear in subsection 20-55 (a).

(36) Publicly Owned Treatment Works or POTW. A “treatment works”, as defined by Section 212 of the Act (33 U.S.C. § 1292), which is owned by the City and/or the Control Authority. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant.

(37) Septic Tank Waste. Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

(38) Sewage. Human excrement and gray water (household showers, dishwashing operations, etc.).

(39) Significant Industrial User.

a. A user subject to categorical pretreatment standards; or

b. A user that:

- Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater);
- Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
- Is designated as such by the Director on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement; or

c Upon a finding that a user meeting the criteria in subsection (39)(b) above, has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the Director may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that the user should not be considered a significant industrial user.

d. The Director may determine that an Industrial User subject to categorical Pretreatment Standards is a Non-Significant Categorical Industrial User (NSCIU) upon finding the IU meets the following criteria:

- The Industrial User never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard);
- The Industrial User is required by a categorical Pretreatment Standard to not discharge categorical wastewater unless the City has determined there is no potential for the Industrial User to discharge the prohibited categorical wastewater;
- The Industrial User is subject to numeric categorical Pretreatment Standard(s) and does not discharge

categorical wastewater unless the City has determined there is no potential for the Industrial User to discharge categorical wastewater;

e. The following conditions must be met for an Industrial User classified as a NSCIU:

- The Industrial User, prior to City's finding, has consistently complied with all applicable categorical Pretreatment Standards and Requirements;
- The Industrial User annually submits the certification statement required in subsection 20-57 (f)(3) [see 40 CFR 403.12(q)], together with any additional information necessary to support the certification statement; and
- The Industrial User never discharges any untreated concentrated wastewater.

(40) Slug load or Slug Discharge. Any discharge of a non-routine, episodic nature, including but not limited to accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any way violate the POTW's regulations, Local Limits or Permit conditions.

(41) Standard Industrial Classification (SIC) Code. A classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

(42) Storm Water. Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

(43) Suspended Solids. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

(44) Total Toxic Organics (TTO). The sum of the masses or concentration of the toxic organic compounds listed in 40 CFR122 Appendix D, Table 2, excluding pesticides, found in an industrial user's discharge at a concentration greater than 0.01mg/L. For categorical SIU's, with categorical TTO monitoring requirements, TTO parameter selection is specific to the federal category.

(45) TPDES. Texas Pollutant Discharge Elimination System permit program of the Texas Commission on Environmental Quality with federal regulatory authority to act on an approved pretreatment program.

(46) User or Industrial User (IU). A source of indirect discharge.

(47) Wastewater. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

(48) Wastewater Treatment Plant or Treatment Plant. The portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

(49) Shall is mandatory; may is permissive or directory.

Sec 20-55 GENERAL SEWER USE REQUIREMENTS

(a) Prohibited Discharge Standards

(1) General Prohibitions. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other National, State, or local pretreatment standards or requirements.

(2) Specific Prohibitions. No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

a. Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140°F (60°C) using the test methods specified in 40 CFR 261.21;

b. Wastewater having corrosive properties capable of causing damage or injury to structures, equipment and/or personnel of the POTW, as per the specific prohibition in the applicable local limits in subsection (d).

c. Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference, blockage, or damage to the POTW;

d. Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;

e. Wastewater having a temperature greater than 150°F (65°C), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction

into the treatment plant to exceed 104°F (40°C);

f. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference and/or pass through, and in amounts specified in subsection 20-55(d) of this article.

g. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;

h. Trucked or hauled pollutants, except at discharge points designated by the Director in accordance with section 20-56(d);

i. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;

j. Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the applicable NPDES or TPDES permit;

k. Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations;

l. Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, and unpolluted wastewater, unless specifically authorized by the Director;

m. Sludges, screenings, or other residues from the pretreatment of industrial wastes;

n. Medical wastes, except as specifically authorized by the Director, or Medical wastes, except as specifically authorized by the Director, that do not cause or contribute to Pass Through and/or Interference (for Users discharging to TRA TMCRWS).

o. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;

p. Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;

q. Except where the Director have determined that different limits under an industrial waste permit are appropriate, oils, fats, and grease of animal or

vegetable origin in concentrations greater than that specified in the applicable local limits in subsection (d) of this Section.

r. A discharge of water, normal domestic wastewater, or industrial waste that which in quantity of flow exceeds, for a duration of longer than fifteen minutes, more than four times the average twenty four hour flow during normal operation;

s. Insecticides and herbicides in concentrations that are not amenable to treatment;

t. Garbage that is not properly shredded to such an extent that all particles will be carried freely under the flow conditions normally prevailing in wastewater mains, with no particle having greater than one-half (1/2) inch cross-sectional dimension;

u. Wastewater or industrial waste generated or produced outside the City, unless approval in writing from the Director has been given to the person discharging the waste; or

v. Without the approval of the Director, a substance or pollutant other than industrial waste, normal domestic wastewater, septic tank waste, or chemical toilet waste that is of a toxic or hazardous nature, regardless of whether or not it is amenable to treatment, including but not limited to bulk or packaged chemical products.

(3) Processing and Storage. Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW.

(b) National Categorical Pretreatment Standards

The categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471 are hereby incorporated.

(1) Where a categorical pretreatment standard is expressed in terms of either the mass or the concentration of a pollutant in wastewater, the Director may impose equivalent concentration or mass limits in accordance with 40 CFR 403.6(c)(1).

(2) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the Director shall impose an alternate limit using the combined wastestream formula in 40 CFR 403.6(e).

(3) A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by the EPA when developing the categorical pretreatment standard.

(4) A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15.

(c) Reserved

(d) Local Limits

(1) The following pollutant limits are established to protect against pass through and interference and apply at the point where the wastewater is discharged to the POTW. No person shall discharge, or cause or permit to be discharged, wastewater containing in excess of the maximum allowable discharge limits according to physical location as determined by the Director:

a. Toxic Pollutants specified in the following table:

Toxic Pollutant	TRA Central Instantaneous Maximum Allowable Discharge Limits (mg/l)	TRA Ten Mile Creek Instantaneous Maximum Allowable Discharge Limits (mg/l)
Arsenic	0.2	0.30
Cadmium	0.1	0.10
Chromium	2.1	4.00
Copper	1.8	2.40
Cyanide	0.4	1.71
Lead	1.2	2.00
Mercury	0.06	0.0002
Molybdenum	0.5	3.74
Nickel	3.3	4.94
Selenium	0.2	0.27
Silver	0.8	0.16
Zinc	6.1	10.00
Oil and Grease	200	200
pH	5.5-11.0 Standard Units	5.5 to 11.0 Standard Units
**BOD	***	***
**TSS	***	***

** No industry shall discharge wastewater containing BOD or TSS loading that causes the City pro-rata share of the total BOD or TSS loading to the POTW system to exceed the pro-rata share of the total flow to the system. (Example: If the city contributes 25 percent of the total wastewater flow to the system, the cumulative BOD or TSS loading to the system, as measured at the point of entry to the system, shall not exceed 25 percent of the total

BOD or TSS loading to the system.) Any industry with a wastewater strength that will cause the cumulative wastewater loading at the point of entry to exceed the city's pro-rata share of the total wastewater loading based upon flow shall be required to install pretreatment facilities to reduce its wastewater strength to an acceptable level.

*** BOD(5) and TSS are surcharge limits only not to be used for compliance.

(2) All concentrations for metallic substances are for “total” metal unless indicated otherwise. The Director may impose mass limitations in addition to, or in place of, the concentration-based limitations above.

(e) Right of Revision

The City reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW.

(f) Dilution

No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The Director may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

Sec. 20-56 PRETREATMENT OF WASTEWATER

(a) Pretreatment Facilities

Users shall provide wastewater treatment as necessary to comply with this article and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in Section 20-55 within the time limitations specified by the EPA, the State, or the Director whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user’s expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Director for review, and shall be acceptable to the Director before the facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of

modifying such facilities as necessary to produce a discharge acceptable to the City under the provisions of this article.

(b) Additional Pretreatment Measures

(1) Whenever deemed necessary, the Director may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and require such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this article.

(2) The Director may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization.

(3) Grease, oil, and sand interceptors shall be provided when, in the opinion of the Director, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that these interceptors shall not be required for residential users. All interception units shall be of type and capacity approved by the Director and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired regularly, as needed, by the user at their expense.

(4) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter or other control device as deemed necessary by the Director.

(5) The Director may develop Best Management Practices (BMPs), and require Users to implement such BMPs if necessary to protect the POTW. Such BMPs would be supplemental and not used as a replacement for compliance with Local Limits listed in Sec. 20-55(d) and Prohibited Discharge Standards in Sec. 20-55(a).

(c) Slug Control Plans

The Director shall evaluate whether each permitted significant industrial user needs a slug control plan or other action to control Slug Discharges no later than (1) one year of the SIU determination. The Director may require any user to develop, submit for approval, and implement such a plan. All the activities associated with Slug Control evaluation and results are to be kept in the Industrial User file. Alternatively, the Director may develop such a plan for any user. A slug control plan shall address, at a minimum, the following:

(1) Description of discharge practices, including nonroutine batch discharges;

(2) Description of stored chemicals;

(3) Procedures for immediately notifying the Director and/or Control Authority of any slug discharge, as required by this article; and

(4) Procedures to prevent adverse impact from any slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

(d) Septage Waste

(1) Septage waste may be introduced into the POTW only at locations designated by the Director, and at such times as are established by the Director. Such waste shall not violate Section 20-55 of this article or any other requirements established by the City. The Director may require septic tank waste haulers to obtain wastewater discharge permits.

(2) Septage waste haulers must provide a manifest form for every load. This form shall include, at a minimum, the name and address of the hauler, the waste hauler, permit number, truck identification, disposal site and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes. The hauler shall retain a completed manifest in its business office for three (3) years after disposal.

Sec. 20-57 WASTEWATER DISCHARGE PERMIT APPLICATION

(a) Wastewater Analysis

When requested by the Director a user must submit information on the nature and characteristics of its wastewater by the deadline stipulated by the Director.

The Director is authorized to prepare a form for this purpose and may periodically require users to update this information.

(b) Wastewater Discharge Permit Requirement

(1) No SIU or NSCIU shall discharge wastewater into the POTW without first obtaining a wastewater discharge permit from the Director, who may disallow

any or all discharges until a wastewater discharge permit is issued, except that a SIU or a NSCIU that has filed a timely application pursuant to this section may continue to discharge for the time period specified therein.

(2) The Director may require other users to submit a completed permit application or survey form, including monitoring data, and to obtain wastewater discharge permits as necessary to carry out the purposes of this article. To determine the status of a user in relation to this article, users may be required to perform sampling as specified by the Director.

(3) Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of this article and subjects the wastewater discharge permittee to the sanctions set out in this article. Obtaining a wastewater discharge permit does not relieve a permittee of the obligation to comply with all Federal and State pretreatment standards or requirements with any other requirements of Federal, State, and local law.

(c) Wastewater Discharge Permitting: Existing Connections

Any user required to obtain a wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of this article and who wishes to continue such discharges in the future, shall, within ninety (90) days after said date, apply to the Director for a wastewater discharge permit in accordance with this article, and shall not cause or allow discharges to the POTW to continue after ninety (90) days of the effective date of this article except in accordance with a wastewater discharge permit issued by the Director.

(d) Wastewater Discharge Permitting: New Connections

Any user required to obtain a wastewater discharge permit who proposes to begin or recommence discharging into the POTW must obtain that permit prior to the beginning or recommencing of the discharge.

(1) An application for this wastewater discharge permit, in accordance with this article, must be filed at least -ninety (90) days prior to the date upon which any discharge will begin or recommence.

(e) Wastewater Discharge Permit Application Contents

All users required to obtain a wastewater discharge permit must submit a permit application. The Director may require all users to submit as part of an application the following information:

(1) All information required by Section 20-59 (a) of this article;

(2) Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;

(3) Number and type of employees, hours of operation, and proposed or actual hours of operation;

(4) Each product produced by type, amount, process or processes, and rate of production;

(5) Type and amount of raw materials processed (average and maximum per day);

(6) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;

(7) Time and duration of discharges; and

(8) Any other information as may be deemed necessary by the Director to evaluate the wastewater discharge permit application.

Incomplete or inaccurate applications will not be processed and will be returned to the user for revision.

(f) Signatories and Certification

(1) An Authorized Representative of the User must sign all wastewater discharge permit applications, user reports, and enforcement responses. Wastewater discharge permit applications and user reports as identified in 40 CFR §403.12(b), (d), (e), and (h), must contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

(2) If the designation of an Authorized Representative of the User is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to the Director prior to or together with any reports to be signed by an Authorized Representative of the

User.

(3) A facility determined to be a NSCIU by the Director pursuant to Section 20-54 (39)(d) must annually submit the signed certification statement signed in accordance with the signatory requirements in Section 20-54 (39)(e). This certification must accompany an alternative report required by the Director.

"Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR ____, I certify that, to the best of my knowledge and belief that during the period from _____, _____ to _____, _____ [months, days, year]:

a. The facility described as _____[facility name] met the definition of a Non-Significant Categorical Industrial as described in Section 20-54 (39)(d); [Note: See 40 CFR 403.3(v)(2)]

b. The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and the facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.

c. This compliance certification is based on the following information.

_____

_____"

(g) Wastewater Discharge Permit Decisions

The Director will evaluate the data furnished by the user and may require additional information. The Director may deny any application for a wastewater discharge permit within a reasonable time from receipt of a complete wastewater discharge permit application, the Director will determine whether or not to issue a wastewater discharge permit.

Sec. 20-58 WASTEWATER DISCHARGE PERMIT ISSUANCE PROCESS

(a) Wastewater Discharge Permit Duration

A wastewater discharge permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. A wastewater discharge permit may be issued for a period less than five (5) years, at the discretion of the

Director. Each wastewater discharge permit will indicate a specific date upon which it will expire.

(b) Wastewater Discharge Permit Contents

A wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Director to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

(1) Wastewater discharge permits must contain:

a. A statement that indicates wastewater discharge permit duration, which in no event shall exceed five (5) years;

b. A statement that the wastewater discharge permit is nontransferable without prior notification to the City in accordance with subsection (e), and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;

c. Effluent limits, including BMP's based on applicable pretreatment standards;

d. Self-monitoring, sampling, reporting, notification, and record-keeping requirements including those for BMPs. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law; and

e. A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.

f. Requirements to control Slug Discharges, if determined by the Director to be necessary.

(2) Wastewater discharge permits may contain, but need not be limited to, the following conditions:

a. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

b. Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to

reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

c. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;

d. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

e. The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW;

f. Requirements for installation and maintenance of inspection and sampling facilities and equipment;

g. A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State pretreatment standards, including those which become effective during the term of the wastewater discharge permit;

h. Requirements to implement BMPs, if determined by the Director to be necessary; and

i. Other conditions as deemed appropriate by the Director to ensure compliance with this article, and State and Federal laws, rules, and regulations.

(c) Reserved.

(d) Wastewater Discharge Permit Modification

The Director may modify a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

(1) To incorporate any new or revised Federal, State, or local pretreatment standards or requirements;

(2) To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of the wastewater discharge permit issuance;

(3) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

(4) Information indicating that the permitted discharge poses a threat to the POTW, POTW personnel, or the receiving waters;

(5) Violation of any terms or conditions of the wastewater discharge permit;

(6) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;

(7) Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;

(8) To correct typographical or other errors in the wastewater discharge permit; or

(9) To reflect a transfer of the facility ownership or operation to a new owner or operator.

(e) Wastewater Discharge Permit Transfer

(1) Wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives a minimum of sixty (60) days advance notice to the Director and the Director approves the wastewater discharge permit transfer.

(2) The notice to the Director must include a written certification by the new owner or operator which:

a. States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;

b. Identifies the specific date on which the transfer is to occur; and

c. Acknowledges full responsibility for complying with the existing wastewater discharge permit.

(3) Failure to provide advance notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer.

(f) Wastewater Discharge Permit Revocation

The Director may revoke a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

(1) Failure to notify the Director of significant changes to the wastewater prior to the changed discharge;

(2) Failure to provide prior notification to the Director of changed conditions pursuant to subsection 20-59 (e);

(3) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;

(4) Falsifying self-monitoring reports;

(5) Tampering with monitoring equipment;

(6) Refusing to allow the Director timely access to the facility premises and records;

(7) Failure to meet effluent limitations;

(8) Failure to pay fines;

(9) Failure to pay sewer charges;

(10) Failure to meet compliance schedules;

(11) Failure to complete a wastewater survey or the wastewater discharge permit application;

(12) Failure to provide advance notice of the transfer of business ownership of a permitted facility; or

(13) Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this article.

Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user.

(g) Wastewater Discharge Permit Reissuance

(1) A User with an expiring wastewater discharge permit shall apply for wastewater discharge permit reissuance by submitting a complete permit application, in accordance with subsection 20-57 (e), a minimum of thirty (60) days prior to the expiration of the user's existing wastewater discharge permit.

(h) Regulation of Waste Received from Other Jurisdictions

(1) A municipality which contributes wastewater to the POTW, shall enter into an interlocal agreement with the City prior to contributing such wastewater.

(2) Prior to the City entering into an interlocal agreement as provided in subsection (1), the City may request the following information from the contributing municipality:

a. A description of the quality and volume of wastewater discharged to the POTW by the contributing municipality;

b. An inventory of all Users located within the contributing municipality that are discharging to the POTW; and

c. Such other information as the City may deem necessary.

(i) Extrajurisdictional users

(1) An extrajurisdictional user shall apply for a permit in accordance with this ordinance at least ninety (90) days prior to discharging to the POTW.

(2) This section does not apply to extrajurisdictional users in jurisdictions which have an agreement with the City pursuant to subsection 20-58(h).

(3) A wastewater discharge permit issued to an extrajurisdictional user shall be in the form of a contract, and must include, at a minimum, the components found in 40 CFR 403.8(f)(1)(iii) and shall require the approval of the City's council. An extrajurisdictional user shall agree to all the terms of this ordinance and the terms of its wastewater discharging contract in accordance with the procedures set forth in subsection 20-58(b) of this ordinance prior to discharging into the POTW.

Sec. 20-59 REPORTING REQUIREMENTS

(a) Baseline Monitoring Reports

(1) Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing categorical users currently discharging to or scheduled to discharge to the POTW shall submit to the Director a report which contains the information listed in paragraph (2), below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that will become categorical users

subsequent to the promulgation of an applicable categorical standard, shall submit to the Director a report which contains the information listed in paragraph (2), below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

(2) Users described above shall submit the information set forth below.

a. Identifying Information. The name and address of the facility, including the name of the operator and owner.

b. Environmental Permits. A list of any environmental control permits held by or for the facility.

c. Description of Operations. A brief description of the nature, average rate of production, and standard industrial classifications and/or North American Industry Classifications (NAICS) of the operation(s) carried out by the user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.

d. Flow Measurement. Information showing the measured or estimated average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR 403.6(e).

e. Measurement of pollutants.

1. The categorical pretreatment standards applicable to each regulated process (and any new categorically regulated processes for Existing Sources).

2. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the Director, of regulated pollutants in the discharge from each regulated process.

3. Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported.

4. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in subsection (j). Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Director or the applicable Standards to determine

compliance with the Standard.

5. If discharge flow conditions are representative of daily operations, the User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this section. The Director may require additional representative sampling to be conducted.

6. Representative samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 CFR 304.6(e) to evaluate compliance with Pretreatment Standards.

7. The Director may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures.

8. The baseline report shall indicate the time, date and place of sampling and method of analysis, and shall certify that such sampling and analysis is representative of normal work cycle and expected pollutant discharges to the POTW.

9. Sampling must be performed in accordance with procedures set out in subsection (k).

f. Certification. A statement, reviewed by the user's Authorized Representative of the User and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment are required to meet the pretreatment standards and requirements.

g. Compliance schedule. If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in subsection (b).

h. Signature and certification. All baseline monitoring reports must be signed and certified in accordance with subsection 20-57 (f).

(b) Compliance Schedule Progress Reports

The following conditions shall apply to the compliance schedule required by subsection (a) (2) g.:

(1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

(2) No increment referred to above shall exceed nine (9) months;

(3) The user shall submit a progress report to the Director no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and

(4) In no event shall more than nine (9) months elapse between the progress reports to the Director.

(c) Reports on Compliance with Categorical Pretreatment Standard Deadline

Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to those pretreatment standards and requirements shall submit to the Director a report containing the information described in subsection (a) (2)(d.) through (f.). For users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the user's long- term production rate. In cases where the Categorical Pretreatment Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the applicable Categorical Pretreatment Standard necessary to determine the compliance status of the User. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with subsection 20-57(f). All sampling will be done in conformance with subsection (k) of the article.

(d) Periodic Compliance Reports

(1) All significant industrial users shall, at a frequency determined by the Director but in no case less than once every six months, submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Categorical Pretreatment Standard or the Director requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Director or the applicable Categorical Pretreatment Standard necessary to determine the compliance status of the User. All periodic compliance reports must be signed and certified in accordance with subsection 20-57 (f).

(2) All Non-significant Categorical Industrial Users (NSCIU) shall submit a report annually in the month specified by the Director. The report shall be completed according to the City's current reporting requirements, including the submittal of the applicable certification statement found in subsection 20-57(f) of this article.

(3) All wastewater samples must be representative of the discharge of the user. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

(4) If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by the Director, using the procedures prescribed in Paragraph J and K of this section , the results of this monitoring shall be included in the report.

(e) Reports of Changed Conditions

(1) Each user must notify the Director of any planned significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater a minimum of thirty (30) days prior to the change.

(2) The Director may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under subsection 20-57(e).

(3) The Director may issue a wastewater discharge permit under subsection 20-57(g), or modify an existing wastewater discharge permit under Section 20-58, subsection (d), in response to changed conditions or anticipated changed

conditions.

(4) For purposes of this requirement, significant changes include, but are not limited to, flow increases of 20% or greater, and the discharge of any previously unreported pollutants that are determined to be of concern.

(f) Reports of Potential Problems

(1) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load, that may cause potential problems for the POTW, the user shall immediately telephone and notify the Director and the appropriate Control Authority of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.

(2) Within five (5) days following such discharge, the user shall, unless waived by the Director, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall this notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this article.

(3) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of a discharge described in subsection (1), above. Employers shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure.

(4) Significant Industrial Users are required to notify the Director immediately of any changes at its facility affecting the potential for a Slug Discharge.

(g) Reports from Unpermitted Users

All users not required to obtain a wastewater discharge permit shall provide appropriate reports to the Director as the Director may require.

(h) Notice of Violation/Repeat Sampling and Reporting

If sampling performed by a user indicates a violation, the user must notify the Director within twenty-four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Director within thirty (30) days after becoming aware of the violation. The user is not required to resample if the Director monitors at the user's

facility at least once a month, or if the Director samples between the initial sampling and when the user receives the results of this sampling or if the Director has performed the sampling and analysis in lieu of the user.

(i) Notification of the Discharge of Hazardous Waste

(1) Any user who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the user discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under subsection (e). The notification requirement in this section does not apply to pollutants already reported by users subject to categorical pretreatment standards under the self-monitoring requirements of subsection (a), (c) and (d).

(2) Dischargers are exempt from the requirements of subsection (1), above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.

(3) In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify the Director, the POTW, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of that substance within ninety (90) days of the effective date of such regulations.

(4) In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

(5) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this article, a permit issued thereunder, or any applicable Federal or State law.

(j) Analytical Requirements

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR 136, and amendments thereto, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question sampling and analyses shall be performed by using validated analytical methods or any applicable sampling and analytical procedures, including procedures suggested by the Director, the EPA, TCEQ, or other parties approved by EPA.

(k) Sample Collection

(1) Except as indicated in Section (2) and (3) below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Director. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the City, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.

(2) Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

(3) For sampling required in support of baseline monitoring and 90-day compliance reports required in Section 20-59(a) and (c) [40 CFR 403.12(b) and (d)], a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which

historical sampling data does not exist; for facilities for which historical sampling data are available, the Director may authorize a lower minimum. For the reports required by Section 20-59(d) (40 CFR 403.12(e) and 403.12(h)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment Standards and Requirements.

(l) Timing

Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

(m) Record Keeping

Users subject to the reporting requirements of this article shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this article and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with Best Management Practices established in this article. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of the analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user or the City, or where the user has been specifically notified of a longer retention period by the Director.

Sec. 20-60 COMPLIANCE MONITORING

(a) Right of Entry

Inspection and Sampling. The Director or the Control Authority, TCEQ, or EPA or their designated representative shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this article and any wastewater discharge permit or order issued hereunder. Users shall allow inspecting or sampling person ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

(1) Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the inspecting or sampling person(s) will be permitted to enter

without delay for the purposes of performing specific responsibilities.

(2) The Director or Control Authority shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations. All sampling and analysis performed by the Director and/or Control Authority to monitor compliance shall be at the expense of the user.

(3) The Director may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated, at a minimum, annually to ensure their accuracy.

(4) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the Director and shall not be replaced. The costs of clearing the access shall be borne by the user.

(5) Unreasonable delays in allowing the inspecting or sampling person access to the user's premises shall be a violation of this article.

(6) In accordance with 40 CFR 403, the City shall inspect and monitor each SIU a minimum of once per year. If the City elects to perform compliance monitoring for the SIU, then the City will monitor the SIU a minimum of semi-annually.

(7) The City shall inspect each NSCIU a minimum of once per year. If the City elects to perform compliance monitoring for the NSCIU then the City will monitor the NSCIU a minimum of one time each permit cycle.

(b) Search Warrants

If the Director or Control Authority has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the City designed to verify compliance with this article or any permit or order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the Director or Control Authority may seek issuance of a search warrant from an appropriate court.

Sec. 20-61 CONFIDENTIAL INFORMATION

Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, and monitoring

programs, and from inspection and sampling activities, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the Director and/or Control Authority, that the release of that information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that the information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall only be available pursuant to the requirements of the Texas Public Information Act, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES or TPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics, and other "effluent data" as defined by 40 CFR 2.302, will not be recognized as confidential information and will be available to the public without restriction.

Sec. 20-62 PUBLICATION OF USERS IN SIGNIFICANT NONCOMPLIANCE

The Director shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the POTW, a list of the users which, at any time during the previous twelve (12) months, were in significant noncompliance with applicable pretreatment standards and requirements. The term Significant Noncompliance shall be applicable to all Significant Industrials Users (or any other Industrial User that violates paragraphs (3), (4), or (8) of this Section) and shall mean:

(1) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six- (6-) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defines in Section 20-55;

(2) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six- (6-) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined by Section 20-55 multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);

(3) Any other violation of a Pretreatment Standard or Requirement as defined by Section 20-55 (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the Director determines has caused, alone or in

combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;

(4) Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the Director's exercise of its emergency authority to halt or prevent such a discharge;

(5) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

(6) Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(7) Failure to accurately report noncompliance; or

(8) Any other violation(s), which may include a violation of Best Management Practices, which the Director determines will adversely affect the operation or implementation of the local pretreatment program.

Sec. 20-63 ADMINISTRATIVE ENFORCEMENT REMEDIES

(a) Notification of Violation

When the Director finds that a user has violated, or continues to violate, any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Director may serve upon that user a written Notice of Violation. Within the timeframe specified in the notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the user to the Director. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this section shall limit the authority of the Director to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

(b) Consent Order

The Director may enter into Consent Orders, assurance of compliance, or similar documents establishing an agreement with any User responsible for noncompliance. Such documents shall include specific action to be taken by the User to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Sections 20-63(d) and (e) of this article and shall be judicially enforceable. Issuance of a consent order shall not be a bar against, or a prerequisite for, taking any other action against the user.

(c) Show Cause Hearing

The Director may order a user which has violated, or continues to violate any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, to appear before the Director and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing. Such notice may be served on any Authorized Representative of the User. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.

(d) Compliance Orders

When the Director finds that a user has violated or continues to violate any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Director may issue a compliance order to the user responsible for the discharge directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring, management practices designed to minimize the amount of pollutants discharged to the sewer, and pretreatment or control of the quantities and rates of discharge of wastewater to bring the discharge within the limits of this article. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement; nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.

(e) Cease and Desist Orders

When the Director finds that a user has violated or continues to violate any provision of this article, a wastewater discharge permit or order issued hereunder, or any other

pretreatment standard or requirement, or that the user's past violations are likely to recur, the Director may issue an order to the user directing it to cease and desist all such violations and directing the user to:

(1) Immediately comply with all requirements; and

(2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the user.

(f) Reserved

(g) Emergency Suspensions

The Director may immediately suspend a user's discharge, after informal notice to the user, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The Director may also immediately suspend a user's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.

(1) Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the Director may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Director may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the Director that the period of endangerment has passed, unless the termination proceedings in subsection (h) are initiated against the user.

(2) A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Director prior to the date of any show cause or termination hearing under subsection (c) or (h).

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

(h) Termination of Discharge

In addition to the provisions in subsection 20-58(f), any user who violates the following conditions is subject to discharge termination:

(1) Violation of wastewater discharge permit conditions;

(2) Failure to accurately report the wastewater constituents and characteristics of its discharge;

(3) Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;

(4) Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling; or

(5) Violation of the pretreatment standards in Section 20-55. Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section subsection 20-63(c), why the proposed action should not be taken. Exercise of this option by the Director shall not be a bar to, or a prerequisite for, taking any other action against the user.

Sec. 20-64 JUDICIAL ENFORCEMENT REMEDIES

(a) Injunctive Relief

When the Director finds that a user has violated or continues to violate any provision of this article, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the Director may petition the District Court for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by this article on activities of the user. The Director may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

(b) Civil Penalties

(1) A user who has violated, or continues to violate, any provision of this article, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, shall be liable to the City for a maximum civil penalty of One Thousand Dollars ($1,000) per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

(2) The Director may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.

(3) In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.

(4) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a user.

(c) Criminal Prosecution; Criminal Responsibility

(1) A user who intentionally, knowingly, recklessly, or negligently violates any provision of this article, a wastewater discharge permit, further regulations and procedures established by the Director or an administrative order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than Two Thousand Dollars ($2,000) per violation, per day, or imprisonment as decided by an appropriate court, or both.

(2) A user who intentionally, knowingly, recklessly, or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to the same penalties described in subsection (c)(1). This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law.

(3) A user who makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this article, wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this article shall, upon conviction, be punished by a fine of not more than Two Thousand Dollars ($2,000.00) per violation.

(4) CRIMINAL RESPONSIBILITY. A person is criminally responsible for a violation of this article if that person intentionally, knowingly, recklessly, or negligently:

a. Commits or assists in the commission of a violation, or causes or permits another person to commit a violation; or

b. Owns or manages the property or facilities determined to be the cause of the illegal discharge under subsection 20-55(a), (b), and (d); subsection 20-56(d), or subsection 20-57(b).

(d) Remedies Nonexclusive

The remedies provided for in this article are not exclusive. The Director may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the enforcement response plan of the City. However, the Director may take other action against any user when the circumstances warrant. Further, the Director is empowered to take more than one enforcement action against any noncompliant user.

(e) Applicability of More Stringent Regulations

(1) If national pretreatment standards, categorical or otherwise, more stringent than the discharge limits prescribed in this article are promulgated by the EPA for certain industries, the more stringent national pretreatment standards will apply to the affected industrial user. A violation of the more stringent national pretreatment standards will also be considered a violation of this article.

(2) Applicability of more stringent discharge limits. An industrial user within the city who discharges industrial waste ultimately received and treated by another governmental entity pursuant to a wholesale wastewater contract or a reciprocal agreement with the city is subject to the following additional rules:

a. If the governmental entity has more stringent discharge limits than those prescribed by this article, or by a discharge permit issued hereunder, because the EPA requires the more stringent discharge limits as part of the governmental entity's wastewater pretreatment program, the more stringent discharge limits shall prevail.

b. The Director is authorized to issue a discharge permit to an industrial user affected by subsection a., above, to ensure notice of and compliance with the more stringent discharge limits. If the industrial user already has a discharge permit, the Director may amend the permit to apply and enforce the more stringent discharge limits. An industrial user shall submit to the Director an expected compliance date and an installation schedule if the more stringent discharge limits necessitate technological or mechanical adjustments to discharge facilities or plant processes.

c. If the Director chooses not to issue or amend a permit under subsection b., above, the Director shall notify the affected industrial user in writing of the more stringent discharge limits and their effective date. Regardless

of whether or not a permit is issued or amended, an industrial user shall be given a reasonable opportunity to comply with the more stringent discharge limits.

d. The more stringent discharge limits cease to apply upon termination of the wholesale wastewater contract or reciprocal agreement of the City with the governmental entity, or upon modification or elimination of the limits by the government entity or the EPA. The Director shall take the appropriate action to notify the affected industrial user of an occurrence under this paragraph.

(3) Variances in compliance dates. The Director may grant a variance in compliance dates to an industry when, in the Director's opinion, such action is necessary to achieve pretreatment or corrective measures. In no case shall the Director grant a variance in compliance dates to an industry affected by national categorical pretreatment standards beyond the compliance dates established by the EPA.

(4) Authority to regulate. The Director may establish regulations, not in conflict with this article or other laws, to control the disposal and discharge of industrial waste into the wastewater system and to ensure compliance with the City's pretreatment enforcement program with all applicable pretreatment regulations promulgated by the EPA. The regulations established shall, where applicable, be made part of any discharge permit issued to an industrial user by the Director.

Sec. 20-65 AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS

(a) Force Majeure Provision

(1) An event that would otherwise be a violation that is caused solely by an act of God, war, strike, riot, or other catastrophe is not a violation.

(2) In an enforcement proceeding, the user seeking to establish the occurrence of an act of God, war, strike, riot, or other catastrophe shall have the burden of proof.

(3) In the event that an act of God, war, riot, or other catastrophe has been established, the user shall control production of all discharges to the extent possible until such time as reduction, lose or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided.

(b) Reserved

(c) Bypass

(1) For the purpose of this section:

a. “Bypass” means the intentional diversion of wastestreams from any portion of the treatment facility of the user.
b. “Severe property damage” means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(2) A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of subsections (3), (4), and (5) of this section.

(3) Bypass Notifications

a. If a user knows in advance of the need for a bypass, it shall submit prior notice to the Director, at least ten (10) days before the date of the bypass, if possible.

b. A user shall submit oral notice to the Director of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Director may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

(4) Bypass

a. Bypass is prohibited, and the Director may take an enforcement action against a user for a bypass, unless:

1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This

condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

3. The user submitted notices as required under subsection (3) of this section.

b. The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed in subsection (4)(a.) of this section.

Sec. 20-66 MISCELLANEOUS PROVISIONS

(a) Termination of water and/or sewer service.

The City reserves the right to terminate water and sewer service for any of the following:

(1) Failure to pay pretreatment charges and fees

(2) Failure to pay surcharge fees;

(3) Failure to pay any other fees, fines and penalties chargeable by the City;

(4) Failure to notify the Director of significant changes to wastewater prior to the changed discharge;

(5) Failure to provide prior notification to the Director of changed conditions pursuant to Section 20-59 subsection(e);

(6) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;

(7) Falsifying self-monitoring reports;

(8) Tampering with monitoring equipment;

(9) Refusing to allow the Director timely access to the facility premises and records;

(10) Failure to meet effluent limitations;

(11) Failure to meet compliance schedules;

(12) Failure to complete a wastewater survey or the wastewater discharge permit application;

(13) Failure to provide advance notice of the transfer of business ownership of a permitted facility; or

(14) Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this article.

(b) Pretreatment Charges and Fees

The City may adopt reasonable fees for reimbursement of costs of setting up and operating the City's pretreatment program, which may include:

(1) Fees for wastewater discharge permit applications including the cost of processing the applications;

(2) Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports submitted by users

(3) Fees for reviewing and responding to accidental discharge procedures and construction;

(4) Fees for filing appeals;

(5) Recovery of administrative and legal costs associated with enforcement activity taken by the Director to address industrial user noncompliance.

(6) Other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this article and are separate from all other fees, fines, and penalties chargeable by the City;

(c) Surcharge

The City may surcharge industrial users for the treatment of abnormal strength wastes. Water or wastes having (1) a five day biochemical oxygen demand greater than two hundred fifty (250) milligrams per liter (mg/L) by weight, or (2) containing more than two hundred fifty (250) milligrams per liter (mg/L) by weight of total suspended solids, shall be subject to the review and approval of the Director . Where the Director has approved the admission of (1) and/or (2) above into the POTW, that discharge may be subject to a surcharge as determined by the Director. In no case shall a discharge be accepted that will prevent the POTW from meeting its NPDES or TPDES limits.

The surcharge will be assessed according to the following formula each month using the most current pollutant concentration data and the current month wastewater flow:

$$\text{Surcharge} = \frac{Q}{1{,}000{,}000} \times [a(BOD - x) + b(TSS - y)][8.34]$$

Where:

Q = flow in gallons
8.34 = weight in pounds of one gallon of water
x = normal limits of BOD in domestic wastewater expressed in milligrams per liter
y = normal limits of TSS in domestic wastewater expressed in milligrams per liter
a = unit cost of treatment per pound of BOD
b = unit cost of treatment per pound of TSS

A surcharge is an additional charge by the POTW for the increased cost of handling discharge of unusual strength and character and shall not serve as a variance to the requirements of this article. Exercise of this provision shall not be a bar to, or a prerequisite for, taking any other action against the user.

Sec. 20-67 - 20-77 RESERVED"

SECTION 2. That all 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 ordinances of the City of Duncanville, Texas not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Duncanville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars ($2,000.00) for each offense.

SECTION 5. These rules shall be in full force and effective ten (10) days after the date of final approval from the State.

DULY PASSED by the City Council of the City of Duncanville, Texas on the 19th day of November, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider a resolution acknowledging receipt of the Independent Audit and Annual Comprehensive Financial Report provided by Pattillo, Brown, and Hill, LLP for the Fiscal Year ended September 30, 2023.

Vision Statement:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager
Richard Jackson, Managing Director of Fiscal Services and Chief Financial Officer
Don McBurnett, Audit Committee Chair

BACKGROUND/HISTORY:
Pattillo, Brown, & Hill, LLP, was contracted to perform an independent audit of the City's financial accounting. In addition to receiving written report, the firm will provide a presentation on the audit and report at the November 19, 2024 meeting.

POLICY EXPLANATION:
Pattillo, Brown, & Hill, LLP provided their report to the Audit Committee on Tuesday, October 29, 2024.

The attachments to the staff report include:
1. Letter from the auditors
2. Annual Comprehensive Financial Report for year ended September 30, 2023
3. Single Audit Report
4. Representation letter from the City
5. Resolution 2024-356 acknowledgement of receipt of the independent audit and ACFR for year ended September 30, 2023

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Acknowledge receipt of the independent audit and Annual Comprehensive Financial Report for the Fiscal Year ended September 30, 2023.

ATTACHMENTS:

Letter from PBH Auditors
Annual Comprehensive Financial Report FY 2022-2023
Single Audit Report for FY 2022-2023
Represetation Letter from City of Duncanville 10.29.24
Resolution No. - 2024-356 - Acknowledgement of Fiscal Year 2022-23 Annual Comprehensive Financial Report and Independent Audit by Pattillo, Brown, & Hill, LLP - Pdf

PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

Honorable Mayor
and Members of the City Council
City of Duncanville, Texas

We have audited the financial statements of the City of Duncanville, Texas (the "City"), as of and for the year ended September 30, 2023, and have issued our report thereon dated October 29, 2024. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter, our responsibility, as described by professional standards, is to form and express opinions about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding material weaknesses and other matters noted during our audit in a separate letter to you dated October 29, 2024.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, and, as appropriate, our firm have complied with all relevant ethical requirements regarding independence.

As a part of the engagement, we assisted in preparing the financial statements, schedule of expenditures of federal awards, and related note disclosures in conformity with U.S. generally accepted accounting principles and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services were not conducted in accordance with *Government Auditing Standards.*

In order to reduce threats to our independence caused by these nonaudit services to an acceptable level, we applied certain safeguards. These safeguards include a concurring review, which is a review of the financial statements and key audit areas which is performed by an individual who has adequate experience in audits of local governments, but who was not involved in this audit engagement. The concurring reviewer serves as an evaluator of the performance of the engagement team and the nonaudit services provided.

In addition, management assumed responsibility for the financial statements, related notes to the financial statements, schedule of expenditures of federal awards and any other nonaudit services we provided. Management acknowledged, in the management representation letter, our assistance with the preparation of the financial statements, related notes to the financial statements and schedule of expenditures of federal awards and that these items were reviewed and approved prior to their issuance and accepted responsibility for them. Further, the nonaudit services were overseen by an individual within management that has the suitable skill, knowledge, or experience; evaluated the adequacy and results of the services; and accepted responsibility for them.

Significant Risks Identified

We have identified the following significant risks during our audit process, which required special audit consideration.

Significant Risk Identified	Reason for Special Audit Consideration
Management override of controls	There is a presumption in all audits that a significant risk of fraud exists associated with management override of controls.
Leases	A recent accounting standard (GASB 87, *Leases)* required new financial reporting and note disclosures.
Subscriptions	A new accounting standard (GASB 96, *Subscription-based Information Technology Arrangements*) requires new accounting, financial reporting and note disclosures for subscription-based information technology arrangements.

Qualitative Aspects of the City's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City is included in the notes to the financial statements. As described in the notes to the financial statements, during this fiscal year the City changed its method of accounting for subscription-based information technology arrangements (SBITAs) by adopting Governmental Accounting Standards Board (GASB) Statement No. 96, *Subscription-based Information Technology Arrangements*. The adoption of this standard did not result in a restatement of beginning fund balance or net position.

No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

- Management's estimates of the useful lives of capital assets are based on the expected lifespan of the asset in accordance with standard guidelines. We evaluated the key factors and assumptions used to develop the estimates of useful lives in determining that they are reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

- Management's estimate of the allowance for uncollectible receivables is based on historical collections. We evaluated the key factors and assumptions used to develop each of these allowances in determining that they are reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

- Management's estimates of the net pension liability and total OPEB liability are based on actuarial assumptions, which are determined by the demographics of the plan and future projections that the actuary makes based on historical information of the plan and the investment market. We evaluated the key factors and assumptions used to develop the net pension liability and total OPEB liability and determined that they are reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the City's financial statements relate to the net pension liability and total OPEB liability. The disclosures in the financial statements are neutral, consistent, and clear.

Significant Difficulties Encountered During the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all identified misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. None of the misstatements identified by us as a result of our audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole or applicable opinion units.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. No such circumstances exist.

Representations Requested from Management

We have requested certain written representations from management, which are included in the management representation letter dated October 29, 2024.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the City, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City's auditors.

Other Information Included in the Annual Comprehensive Financial Report

Pursuant to professional standards, our responsibility as auditors for other information, whether financial or nonfinancial, included in the City's annual comprehensive financial report, does not extend beyond the information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards, we have read the other information and considered whether a material inconsistency exists between the other information and the financial statements, or if the other information otherwise appears to be materially misstated.

Our responsibility also includes communicating to you any information that we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

New Accounting Standards

The Governmental Accounting Standards Board (GASB) has issued the following statements, which become effective in future fiscal years.

GASB Statement No. 100, *Accounting Changes and Error Corrections* – *An Amendment of GASB Statement No. 62* - The primary objective of this statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. This statement will become effective for reporting periods beginning after June 15, 2023.

GASB Statement No. 101, *Compensated Absences* - The objective of this statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. This statement will become effective for reporting periods beginning after December 15, 2023.

GASB Statement No. 102, Certain Risk Disclosures – This statement requires governments to disclose essential information about risks related to vulnerabilities due to certain concentrations or constraints. Concentrations and constraints may limit a government's ability to acquire resources or control spending. The requirements of Statement No. 102 are effective for fiscal years beginning after June 15, 2024.

GASB Statement No. 103, Financial Reporting Model Improvements – This statement focuses on improvements in the following areas:

- Management's discussion and analysis (MD&A)
- Unusual or infrequent items
- Presentation of proprietary fund statement of revenues, expenses and changes in fund net position
- Major component unit information
- Budgetary comparison information
- Financial trends information in the statistical section.

The requirements of this statement are effective for fiscal years beginning after June 15, 2025.

GASB Statement No. 104, Disclosure of Certain Capital Assets – This statement requires certain types of capital assets to be disclosed separately in the capital assets note disclosures. Lease assets recognized in accordance with Statement No. 87, *Leases*, and intangible right-to-use assets recognized in accordance with Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, should be disclosed separately by major class of underlying asset in the capital assets note disclosures. Subscription assets recognized in accordance with Statement No. 96, *Subscription-Based Information Technology Arrangements*, also should be separately disclosed. In addition, this statement requires intangible assets other than those three types to be disclosed separately by major class.

This statement also requires additional disclosures for capital assets held for sale. A capital asset is a capital asset held for sale if (a) the government has decided to pursue the sale of the capital asset and (b) it is probable that the sale will be finalized within one year of the financial statement date. Governments should consider relevant factors to evaluate the likelihood of the capital asset being sold within the established time frame. This Statement requires that capital assets held for sale be evaluated each reporting period. Governments should disclose (1) the ending balance of capital assets held for sale, with separate disclosure for historical cost and accumulated depreciation by major class of asset, and (2) the carrying amount of debt for which the capital assets held for sale are pledged as collateral for each major class of asset.

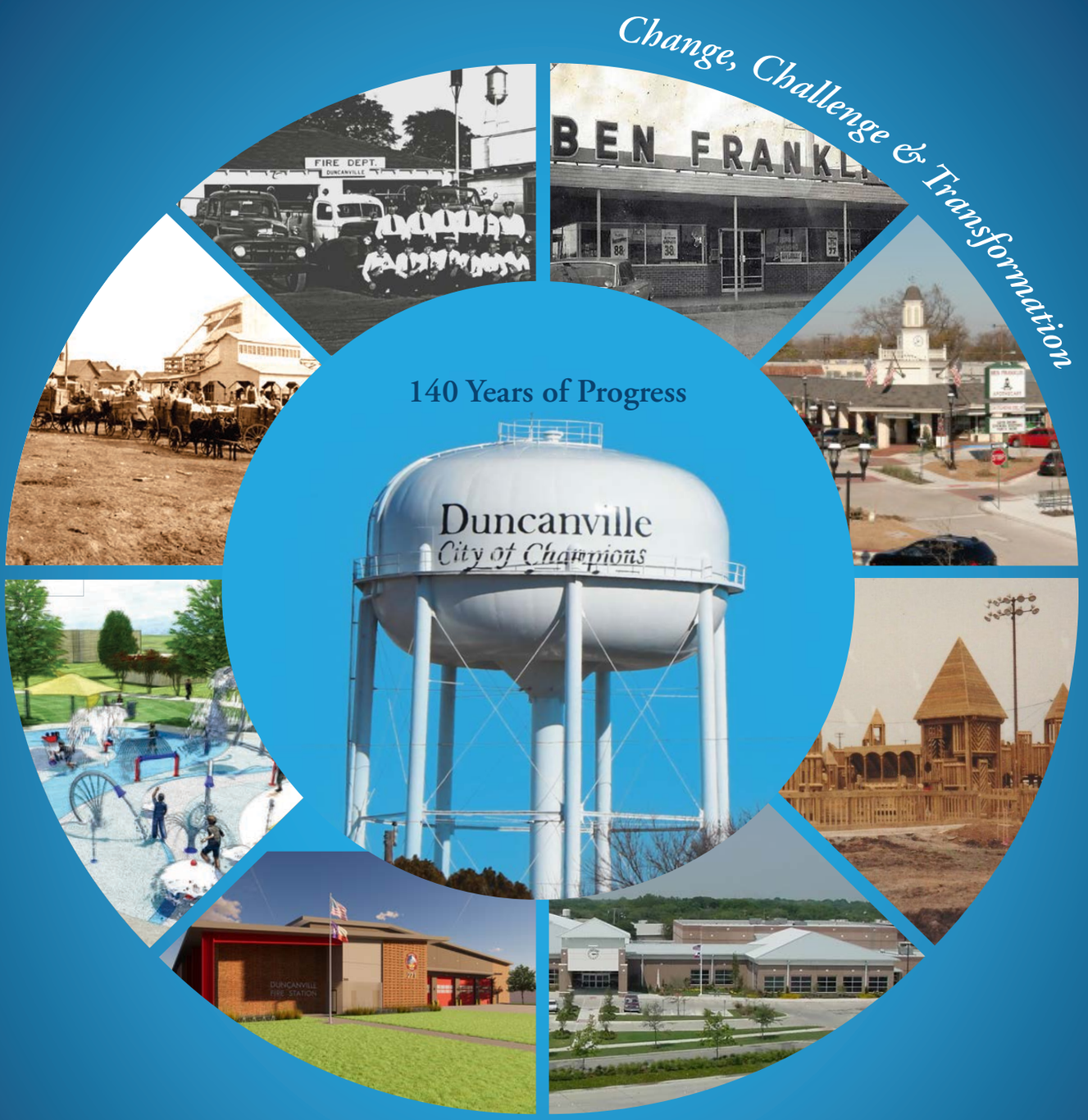
The requirements of this statement are effective for fiscal years beginning after June 15, 2025.

Restriction on Use

This report is intended solely for the information and use of the City Council and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
October 29, 2024



ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR ENDED SEPTEMBER 30, 2023

City of Duncanville, Texas

ANNUAL COMPREHENSIVE FINANCIAL REPORT

OF THE

CITY OF DUNCANVILLE, TEXAS

FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2023

Prepared by:
Financial Services Department

Duncanville
City of Champions

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CITY OF DUNCANVILLE, TEXAS

FOR THE YEAR ENDED SEPTEMBER 30, 2023

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Duncanville
City of Champions

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INTRODUCTORY SECTION

Duncanville
City of Champions

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Douglas Finch
City Manager

October 29, 2024

The Honorable Mayor, Members of the City Council and Residents
City of Duncanville
Duncanville, Texas

The Fiscal Services Department and City Manager's Office are pleased to submit the Annual Comprehensive Financial Report (ACFR) for the City of Duncanville, Texas, for the fiscal year ended September 30, 2023.

This report provides the City Council, City staff, our citizens, our bondholders, and other interested parties with detailed information concerning the financial position and activities of the City of Duncanville. Responsibility for the accuracy of the presented data, and the completeness and fairness of the presentation, including all disclosures, rests with the City.

To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is organized in a manner designed to fairly present the financial position and results of operations of the City as measured by the financial activity in our various funds. We also believe all disclosures necessary to enable the reader to fully understand the City's financial affairs are included.

Pattillo, Brown & Hill, LLP, Certified Public Accountants, have issued an unmodified ("clean") opinion on the City of Duncanville's financial statements for the year ended September 30, 2023. The independent auditor's report is located at the beginning of the financial section of this ACFR.

Management's discussion and analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. MD&A complements this letter of transmittal and should be read in conjunction with it.

CITY PROFILE

Location

Located in the Best Southwest portion of Dallas County, the City of Duncanville is situated approximately 20 minutes from Fort Worth and just minutes from downtown Dallas. The City covers approximately 12 square miles and is easily accessible from major interstate and highway systems in North Texas, including I-35 (the NAFTA Corridor), I-20, and Highway 67. The 2023 estimated population for the City was 39,727 (Source: ESRI).

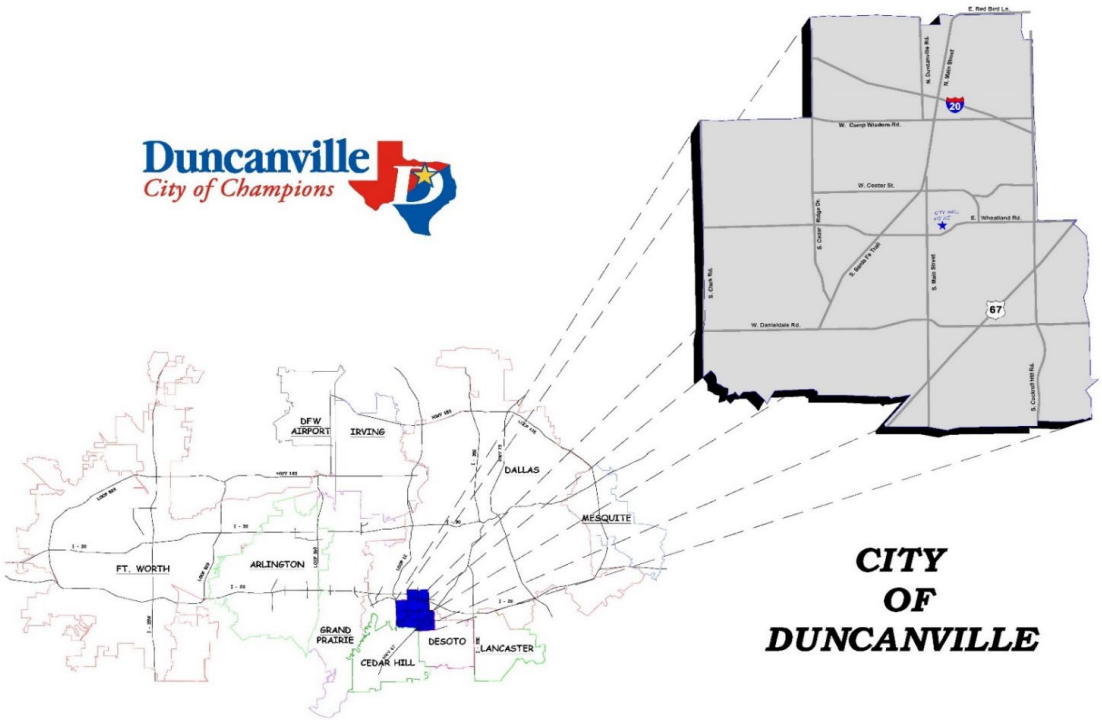
The City is a political subdivision and municipal corporation of the State of Texas, duly organized and existing under the laws of the State of Texas, including the City's Home Rule Charter. The City was incorporated in 1949 and first adopted the Home Rule Charter on May 5, 1962. The City operates under a Council/Manager form of government with a City Council comprised of the Mayor and six Council members, who enact local laws, determine policies and adopt the annual budget. The term of office is two years, with the terms of the Mayor and two of the Council members' terms expiring in even-numbered years and the terms of the remaining four Council members expiring in odd-numbered years.

The City Manager, appointed by City Council, is the chief administrative officer for the City and is responsible for the daily management of the City. The City's basic financial statements include all government activities, organizations, functions, and a discreet component unit, the Duncanville Community Economic Development

Corporation (DCEDC), for which the City is financially accountable as defined by the Governmental Accounting Standards Board (GASB). No other governmental organizations are included in this report based on these criteria.

Services Provided

The City provides necessary services while managing costs to deliver services through a strict budget and accounting process. Primary services offered under general government and enterprise functions are public safety (police and fire protection), emergency medical services, court services, highways and street maintenance, water and sanitary sewer utility services, health and social services, culture and recreational activities, library services, public improvements, planning and zoning activities, and general administrative services.



ACCOUNTING SYSTEM AND BUDGETARY CONTROL

The City's accounting records for general governmental operations are maintained on a modified accrual basis, with revenues being recorded when available and measurable, expenditures when services or goods are received, and liabilities being incurred. Accounting records for the City's utility funds and other proprietary activities are maintained on an accrual basis. Individual line items are reviewed and analyzed for budgetary compliance. Personnel expenditures are monitored and controlled at a position level. Capital expenditures (items over $5,000 and having a useful life of three or more years) are monitored and controlled by each item purchased. Revenue and expenditure budgets are reviewed monthly, and monthly financial reports are presented to City Council.

Management of the City is responsible for establishing and maintaining internal controls that safeguard the assets of the City from loss, theft, or misuse and ensure that adequate accounting data is compiled to prepare financial statements in conformity with generally accepted accounting principles (GAAP). The

internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived, and (2) the valuation of costs and benefits requires estimates and judgments by management. The City also uses a third party to host an anonymous fraud hotline as an additional deterrent against loss and misuse of city assets.

All internal control evaluations occur within the above framework. We believe that the City's internal accounting controls adequately safeguard assets when fully implemented and utilized; and provide reasonable assurance of proper recording of financial transactions.

The City Charter provides that City Council adopt the annual budget prepared by City Management. This budget is reviewed by the City Council and is formally adopted by the passage of a budget ordinance. The City Manager is authorized to transfer budgeted amounts between line items and departments within any fund; however, any revisions that alter the total expenditures of any fund must be approved by the City Council.

Budgetary control has been established at the individual fund level. Monthly financial reports show budget and actual expenditures by line item and are available to all City departmental and divisional management. The objective of these budgetary controls is to ensure compliance with legal provisions embodied in the annual appropriation budget approved by the City Council. Budgetary control is maintained using an automated general ledger system that compares actual expenditures to the legally adopted appropriation in each line-item account.

As demonstrated by the statements and schedules included in the financial section of this report, the City maintains sound fiscal management.

ECONOMIC OUTLOOK AND FINANCIAL CONDITION

The information presented in the financial statements is perhaps best understood when considered from the broader perspective of the specific environment within which the City operates.

Regional Economy

- In 2022, the Dallas-Fort Worth metroplex gained more people than any other U.S. metro. The total population now stands at 7.8 million. The DFW metroplex added an annual record-topping 170,000 new residents, representing 36% of population growth for the entire state of Texas. (Dallas Regional Chamber)

- As of 2022, Dallas–Fort Worth has been a magnet for corporate headquarters and major company operations, attracting 24 Fortune 500 and 43 Fortune 1000 companies. (Dallas Regional Chamber)

- In 2022, the DFW Metropolitan area was the seventh-largest export market in the United States. (Dallas Regional Chamber)

- The Dallas Region has the highest rate of year-over-year job growth at 4.4% and the second highest total job growth among the largest U.S. metros in April 2023.

- Dallas-Fort Worth offers a variety of quality educational institutions with robust programming in life sciences, engineering, and the arts. The University of Texas at Dallas, the University of North Texas, and the University of Texas at Arlington, are among Texas' eight "emerging research" universities. U.T. Southwestern Medical Center is among the nation's best in biology and biochemistry research, boasting countless clinical breakthroughs and innovations. (Dallas Regional Chamber)

Duncanville's Position in the Region

Duncanville is known as a first-tier suburb, meaning it is one of the first suburban cities to have developed on the outer rim of Dallas. The bulk of the development activity occurred during the 1960s and 1970s, leaving only a few small vacant tracts available, with the City essentially serving as a bedroom community (67% residential).

In 2017 the City adopted a Comprehensive Plan, "Destination Duncanville" which created a vision for the City over the next 20 to 30 years and provides a framework for strategic and policy-related decisions necessary to achieve that vision. To assist in managing changes that have occurred over the years, the comprehensive plan continues to provide direction on prioritizing the City's response to the demands brought about by change and how to allocate the City's resources best to deal with growth and redevelopment-related issues.

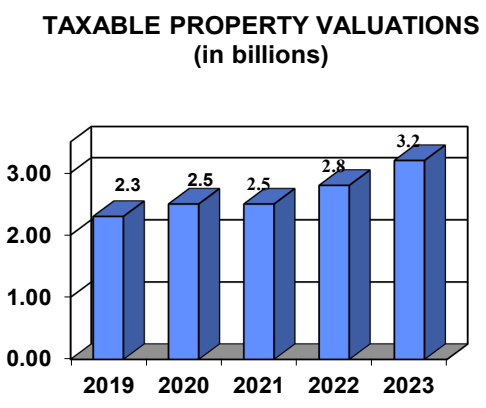
Duncanville has limited land available for new residential and commercial development. However, Duncanville is still home to a diversified group of manufacturing and distribution firms. Major manufacturing industries within the City produce corrugated storage and filing boxes, bakery products, fabricated sheet-metal products, cabinets, doors, and frozen foods.

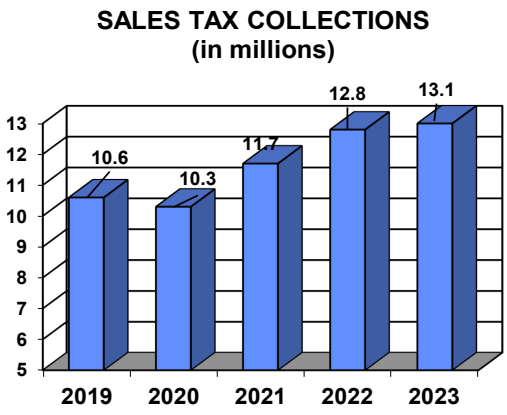
Duncanville's citizens and business community are committed to managing growth and maintaining the economic prosperity and quality of life Duncanville currently enjoys.

In addition, the following major initiatives are in place, contributing to the overall health of the City:

- Texas Department of Transportation construction of new east and westbound service roads and ramps along I-20 between Cockrell Hill Road to Hampton Road, which includes new bridges across US-67. Estimated completion date of September 2025.
- Maintaining an aggressive water and sewer line rehabilitation/replacement program.
- Improving access to Duncanville and access to surrounding cities via expansion of U.S. Highway 67 through a Texas Department of Transportation construction project to relocate on and off ramps, add decorative hardscapes under overpasses, and to add landscaping and monuments.
- Fire Station 1 construction, as approved in the 2018 Bond election, was substantially complete as of September 2023.

Economic Signs





Future Economic Outlook

Duncanville continues to experience an increase in sales tax collections. In FY 2023, the city experienced an 2.7% increase over the previous year. The City expects sales tax to increase only slightly in the year ahead as inflation cools. The City expects to see modest increases in property values as the DFW metroplex continues to experience growth and job creation.

RELEVANT FINANCIAL POLICIES

The City's policy is that all interest-bearing demand deposits and time deposits are secured by pledged collateral with a market value equal to no less than 102% of the deposits less the amount insured by the FDIC (currently $250,000). The Financial Services Department and a third-party financial institution maintain evidence of the pledged collateral. Pledged collateral is also reviewed by the Financial Services Department and our investment advisors, Valley View Investment Consultants. The safekeeping institution, or Custodian, is the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. The safekeeping agreement is a three-party contract between the City, the depository bank, and the Federal Reserve Bank as Custodian. The City also accepts letters of credit drawn on the Federal Home Loan Bank as collateral to protect investments.

Investment reports are presented to the City Council each quarter. These reports summarize all investments of the City and compare returns to benchmarks such as the 90-day Treasury-Bill rates. The reports also describe the portfolio in terms of investment securities, maturities, and risk characteristics. All investments and reports comply with the Public Funds Investment Act.

All investments transacted by the City are purchased using the delivery versus payment method. That is, funds are not wired or paid until verification has been made that the Custodian has received the correct security. The security is held in the name of the City or held on behalf of the City. The Custodian's records must assure the notation of the City's ownership or explicit claim on the securities. The original copy of all safekeeping statements is delivered to the City.

The Audit Committee of the Duncanville City Council is chartered to assist the City Council in fulfilling its financial and compliance oversight responsibilities. The Audit Committee is the City Council's principal agent in ensuring the independence of the City's annual financial audit, the integrity of City management, and the adequacy of financial disclosures to the public. The Audit Committee serves as the focal point for communication between the City Council, the independent auditor, and City management. The Audit Committee's primary duties and responsibilities are to 1) Advise the City Council and management on selecting the independent auditor. 2) Serve as an independent and objective party to monitor the City's financial and compliance reporting process and internal control system. 3) Review and appraise the audit efforts of the City's independent auditor. 4) Provide an open avenue of communication among the independent auditor, financial and senior management, and the Duncanville City Council.

Financial Planning

The City's Fund Balance Policy states that the target fund balance of at least 90 days of operating expenditures should be maintained in the general fund. This target is to help ensure against unforeseen changes that might negatively impact revenues or expenditures. The City also maintains a 5-year capital improvement budget for streets, parks, water and wastewater, and city buildings. A fleet replacement fund is utilized where each cost center, with capital equipment, pre-funds replacement costs so that no borrowing is required. A similar Information Technology replacement fund is also used to pre-fund computer and server replacements.

OTHER INFORMATION

Independent Audit

The City Charter requires an independent audit of the City's financial records each year by qualified, certified public accountants selected by the City Council. This requirement has been complied with, and the independent auditors' report has been included in this report.

GFOA Certificate of Achievement

The Government Finance Officers Association of the United States and Canada (GFOA) offers an award program for a Certificate of Achievement for Excellence in Financial Reporting for the Annual Comprehensive Financial Report (ACFR). The Certificate of Achievement is a prestigious national award recognizing conformance with the highest standards for preparing state and local government financial reports. To be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized comprehensive annual financial report whose contents conform to program standards. The ACFR must satisfy both generally accepted accounting principles and applicable legal requirements.

Although the City of Duncanville's Annual Comprehensive Financial Report was completed outside of the window of time to apply for the award, we believe our current report for the year ended September 30, 2023 continues to conform to the Certificate of Achievement program requirements.

Acknowledgments

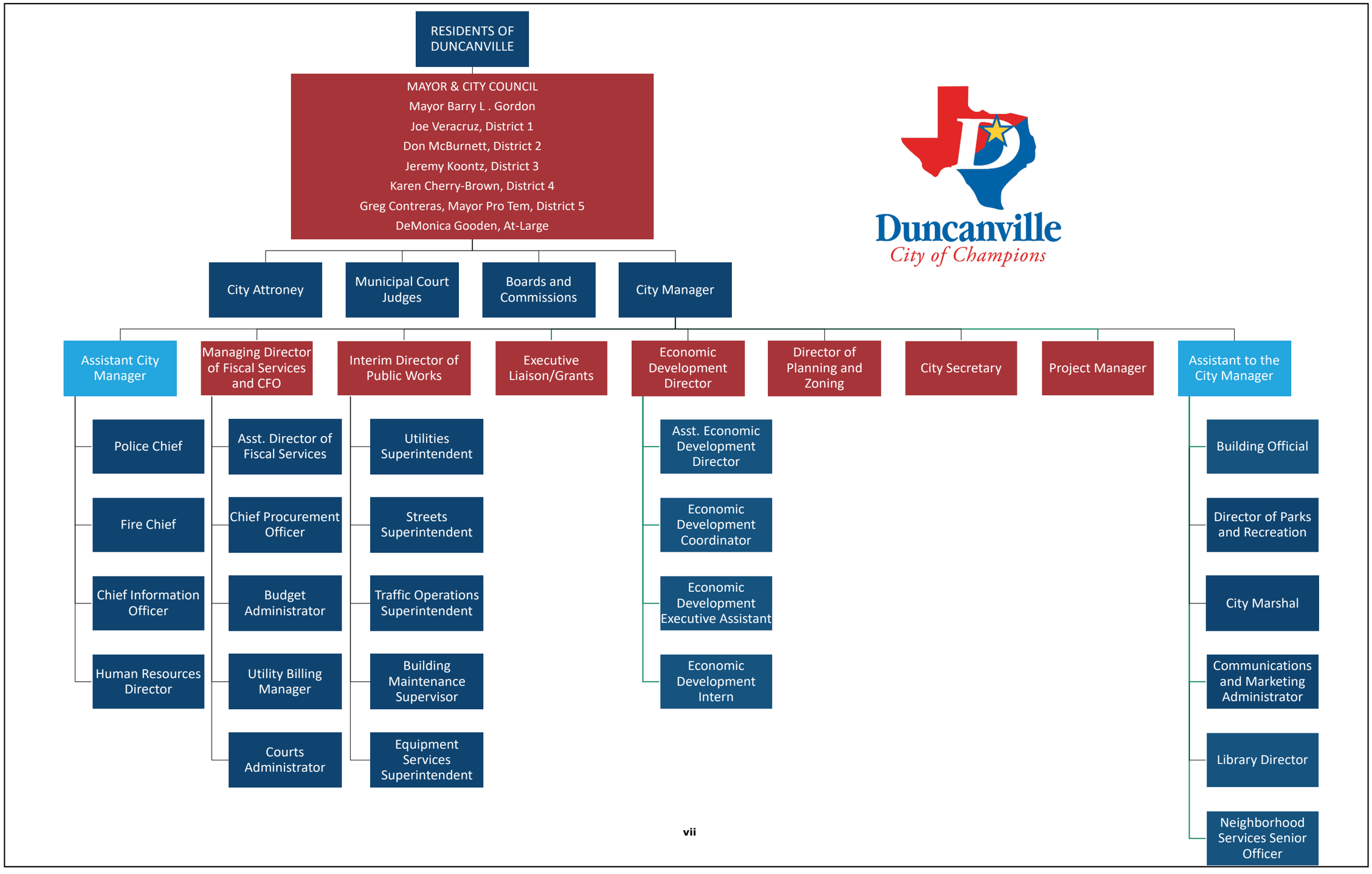
The preparation of this report was made possible by the dedicated service of the entire staff of the Fiscal Services Department.

We would also like to thank the members of the City Council for their support in planning and conducting the financial operations of the City in a responsible and progressive manner.

Sincerely,

Douglas Finch
City Manager

Richard Jackson
Managing Director, Fiscal Services


RESIDENTS OF DUNCANVILLE
MAYOR & CITY COUNCIL
Mayor Barry L . Gordon
Joe Veracruz, District 1
Don McBurnett, District 2
Jeremy Koontz, District 3
Karen Cherry-Brown, District 4
Greg Contreras, Mayor Pro Tem, District 5
DeMonica Gooden, At-Large
City Attroney
Municipal Court Judges
Boards and Commissions
City Manager
Duncanville
City of Champions
Assistant City Manager
Police Chief
Fire Chief
Chief Information Officer
Human Resources Director
Managing Director of Fiscal Services and CFO
Asst. Director of Fiscal Services
Chief Procurement Officer
Budget Administrator
Utility Billing Manager
Courts Administrator
Interim Director of Public Works
Utilities Superintendent
Streets Superintendent
Traffic Operations Superintendent
Building Maintenance Supervisor
Equipment Services Superintendent
Executive Liaison/Grants
Economic Development Director
Asst. Economic Development Director
Economic Development Coordinator
Economic Development Executive Assistant
Economic Development Intern
Director of Planning and Zoning
City Secretary
Project Manager
Assistant to the City Manager
Building Official
Director of Parks and Recreation
City Marshal
Communications and Marketing Administrator
Library Director
Neighborhood Services Senior Officer

City of Duncanville

City Council

Barry L. Gordon, Mayor

Councilmembers:

Joe Veracruz, District 1

Don McBurnett, District 2

Jeremy Koontz, District 3

Karen Cherry-Brown, District 4

Greg Contreras, District 5 and Mayor Pro Tem

DeMonica Gooden, Councilmember At-Large



FINANCIAL SECTION

Duncanville
City of Champions

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PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and
Members of the City Council
City of Duncanville, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Duncanville, Texas (the "City"), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as of September 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement due date, including any currently known information that may raise substantial doubt shortly thereafter.

OFFICE LOCATIONS
TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

AICPA GAQC Member

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and pension and OPEB information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual comprehensive financial report (ACFR). The other information comprises the introductory section and statistical section but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 29, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
October 29, 2024

Duncanville
City of Champions

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MANAGEMENT'S DISCUSSION AND ANALYSIS

Duncanville
City of Champions

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MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Duncanville (the "City"), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2023. We encourage readers to consider the information presented here in conjunction with the additional information that we have furnished in our letter of transmittal, which can be found on pages i-vi of this report, and the financial statements which follow this section.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at the close of the 2023 fiscal year by $163,584,822 (net position). Of this amount, $43,434,701 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors.

- As of the close of fiscal year 2023, the City's governmental funds reported combined ending fund balances of $44,724,978, a decrease of $2,102,702 from the prior year. Approximately 46% of this total amount is unassigned fund balance. Fund balances decreased primarily due to increased property taxes, grant revenue and interest earnings from increased interest rates that were offset by capital expenditures.

- At the end of the current fiscal year, unassigned fund balance for the General Fund was $20,421,920 or 55% of total General Fund expenditures.

- The City's total capital assets net of accumulated depreciation increased by $14,415,148. The increase is due to current year additions continued purchases and construction of capital assets, net of depreciation.

- The City's governmental and business-type activities outstanding general obligation bonds and certificates of obligation decreased $1,029,891 to a total outstanding amount of $24,296,851. The decrease is due to the City making scheduled debt payments and no new debt issuance.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business. The main goal is to ascertain whether the City is in a better financial position at the end of the current fiscal year compared to the previous year. The government-wide financial statements report information about the City as a whole and about its activities in a way that helps to determine this relative position. Other non-financial factors should also be taken into consideration to assess the overall health or financial condition of the City.

The statement of net position presents information on all of the City's assets, deferred outflows of resources, liabilities and deferred inflows of resources, with the difference between the four reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information in order to present how the City's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses reported in this statement for some items will only result in changes in cash flows for future fiscal periods (e.g., uncollected taxes and earned but unused compensated absences).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business- type activities). Governmental activities include most of the City's basic services such as police, fire, public works, code compliance, library, parks and recreation, economic development and community services as well as general government activities. The business-type activities of the City include water, sewer, solid waste services and a sports facility.

The government-wide financial statements include not only the City itself (known as the primary government), but also the Duncanville Community and Economic Development Corporation (DCEDC) (a discretely presented component unit).

Fund Financial Statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds. The fund financial statements for governmental funds and proprietary funds can be found in the financial section of this report.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on current sources and uses of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, the reader may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains 18 governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General, Debt Service, Bond Capital Projects, and American Rescue Plan Funds, which are considered to be major funds. Individual fund data for these non-major governmental funds is provided in the form of combining statements.

The City adopts an annual appropriated budget for its General, Debt Service, Hotel Tax, Drainage Fees, and Special Revenue funds. The Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual is provided for the general fund to demonstrate compliance with the budget.

Proprietary funds. The City maintains two types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its utility (water and sewer), solid waste and sports facility operations. Internal service funds are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its group health insurance, general liability insurance programs, and fleet and information technology replacement activities. All of these programs are predominantly governmental activities; however, as they benefit both governmental and business-type activities, current year results have been allocated by function in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for Utility, Solid Waste and Sports Facility funds, all of which are considered to be major funds. Conversely, all of the internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements immediately follow the basic financial statements.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's pension and OPEB liabilities. Required supplementary information immediately follows the notes to the financial statements.

The combining statements and budgetary comparison schedules for non-major governmental funds and the combining and individual fund statements and schedules are presented immediately following the required supplementary information. Included are budgetary schedules of revenues and expenditures for the General fund, non-major governmental fund individual and combining statements, and a schedule of operating revenues and expenses for the Utility, Solid Waste and Sports Facility funds.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. As of September 30, 2023, the City's assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $163,584,822.

The largest portion of the City's net position (69%) reflects its investment in capital assets (e.g., land, building, equipment, improvements, construction in progress, and infrastructure), less any debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City's net position (4%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position, $43,434,701 may be used to meet the City's ongoing obligations to citizens and creditors.

As of September 30, 2023, the City is able to report positive balances in all three categories of net position, for the government as a whole, as well as for its separate governmental and business-type activities.

City of Duncanville's Net Position
Government-Wide

	Governmental Activities		Business-Type Activities		Total	
	2023	2022	2023	2022	2023	2022
Current and other assets	$ 62,376,763	$ 67,793,821	$ 19,225,528	$ 18,741,490	$ 81,602,291	$ 86,535,311
Long-term assets	66,757,157	55,809,674	51,765,994	48,298,329	118,523,151	104,108,003
Total assets	129,133,920	123,603,495	70,991,522	67,039,819	200,125,442	190,643,314
Deferred outflows of resources	9,055,987	2,320,710	1,019,160	(69,060)	10,075,147	2,251,650
Total outflows of resources	9,055,987	2,320,710	1,019,160	(69,060)	10,075,147	2,251,650
Current and other liabilities	9,230,548	12,297,790	3,681,416	3,146,864	12,911,964	15,444,654
Long-term liabilities	29,842,556	23,647,668	2,009,935	1,445,789	31,852,491	25,093,457
Total liabilities	39,073,104	35,945,458	5,691,351	4,592,653	44,764,455	40,538,111
Deferred inflows of resources	1,664,782	3,705,508	186,530	103,746	1,851,312	3,809,254
Total inflows of resources	1,664,782	3,705,508	186,530	103,746	1,851,312	3,809,254
Net position:						
Net investment in capital assets	62,878,358	54,493,709	50,645,509	46,768,084	113,523,867	101,261,793
Restricted	6,626,254	8,233,351	-	-	6,626,254	8,233,351
Unrestricted	27,947,409	23,546,179	15,487,292	15,506,276	43,434,701	39,052,455
Total net position	$ 97,452,021	$ 86,273,239	$ 66,132,801	$ 62,274,360	$ 163,584,822	$ 148,547,599

Governmental activities. Net position increased by $8,700,152 in fiscal year 2023 compared to an increase of $9,404,289 in fiscal year 2022. During the current year, there were increases in property taxes, sales taxes, and grant revenues. These tax revenues have continued to increase as the City, and Dallas County as a whole, experience steady population growth and new development.

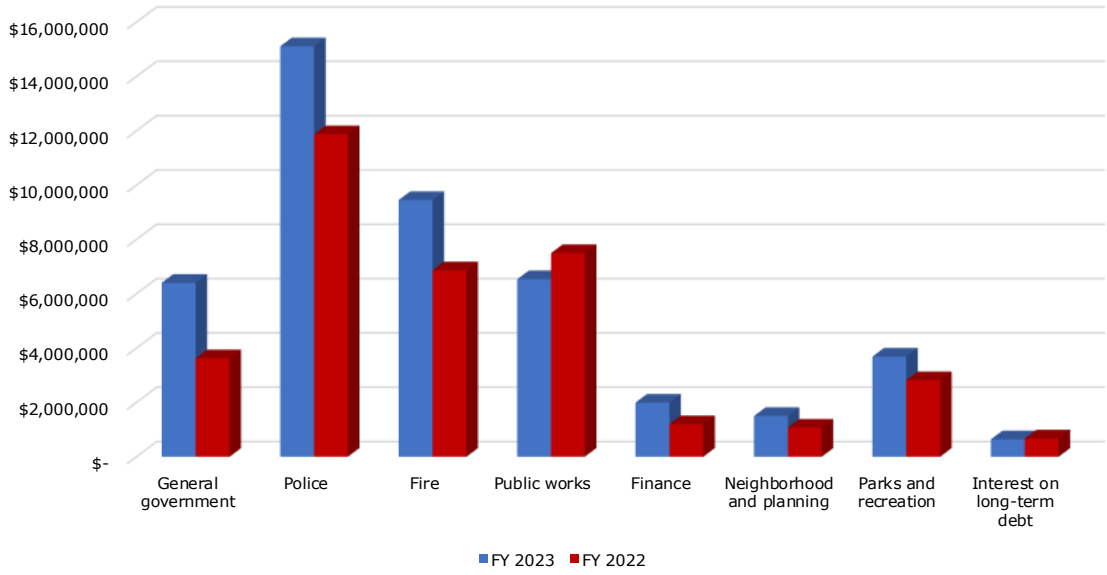
Governmental activities expenses increased largely in the area of general government and development services. The increases to general government expenses related primarily to expending of American Rescue Plan Act – State and Fiscal Recovery Fund grant funding in the current year amounting to $1.6 million to aid in the response to the COVID-19 pandemic. A large portion of this funding was used to purchase the P-25 radio system infrastructure for police and fire interoperability and radio communication.

Business-type activities. Net position increased by $3,858,441 in the current year compared to an increase of $2,672,240 in fiscal year 2022. The increase in net position as compared to prior year is contributable to the increase in revenue related to charges for services stemming from an increase in water and sewer rates. Increases to expenses related primarily to payroll costs as the City works to continue offering competitive wages.

City of Duncanville's Changes in Net Position
Government-Wide

	Governmental Activities		Business-Type Activities		Total	
	2023	2022	2023	2022	2023	2022
Revenues:						
Program revenues:						
Charges for services	$ 5,669,359	$ 3,427,808	$ 25,666,933	$ 24,187,703	$ 31,336,292	$ 27,615,511
Operating grants & contributions	6,185,814	2,943,316	533,775	-	6,719,589	2,943,316
Capital grants & contributions	372,491	972,375	-	-	372,491	972,375
General revenues:						
Property taxes	21,758,099	19,917,548	-	-	21,758,099	19,917,548
Other local taxes	13,216,392	12,462,863	-	-	13,216,392	12,462,863
Investment earnings	3,203,298	247,887	268,328	16,543	3,471,626	264,430
Miscellaneous	634,603	2,235,287	145,348	-	779,951	2,235,287
Total revenues	51,040,056	42,207,084	26,614,384	24,204,246	77,654,440	66,411,330
Expenses:						
General government	6,404,047	3,622,947	-	-	6,404,047	3,622,947
Police	15,107,681	11,872,410	-	-	15,107,681	11,872,410
Fire	9,450,639	6,864,129	-	-	9,450,639	6,864,129
Public works	6,535,462	7,497,327	-	-	6,535,462	7,497,327
Finance	1,992,684	1,196,680	-	-	1,992,684	1,196,680
Neighborhood and planning	1,501,808	1,070,690	-	-	1,501,808	1,070,690
Parks and recreation	3,685,664	2,817,095	-	-	3,685,664	2,817,095
Interest on long-term debt	641,952	671,617	-	-	641,952	671,617
Water and sewer	-	-	13,983,016	13,695,300	13,983,016	13,695,300
Solid Waste	-	-	4,079,762	4,077,816	4,079,762	4,077,816
Sports facility	-	-	1,713,132	1,575,225	1,713,132	1,575,225
Total expenses	45,319,937	35,612,895	19,775,910	19,348,341	65,095,847	54,961,236
Revenues in Excess of Expenses	5,720,119	6,594,189	6,838,474	4,855,905	12,558,593	11,450,094
Transfers	2,980,033	2,810,100	(2,980,033)	(2,183,665)	-	626,435
Change in net position	8,700,152	9,404,289	3,858,441	2,672,240	12,558,593	12,076,529
Net position - beginning of year	86,273,239	76,868,950	62,274,360	59,602,120	148,547,599	136,471,070
Prior period adjustments	2,478,630	-	-	-	2,478,630	-
Net position - end of year	$ 97,452,021	$ 86,273,239	$ 66,132,801	$ 62,274,360	$ 163,584,822	$ 148,547,599

The following table provides a summary of the operations of governmental activities for the year ended September 30, 2023. Overall, the City had an increase in net position of $15,037,223. Overall revenues and expenses increased over the prior year.



FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

***Governmental funds*.** The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a City's net resources available for spending at the end of the fiscal year.

At the end of the 2023 fiscal year, the City's governmental funds reported combined ending fund balances of $44,724,978, a decrease of $2,102,702 from the prior year. Approximately 46% of this total amount is available for spending at the City's discretion. A portion of the remaining fund balance in the amount of $21,910,311 is not available for new spending because it is restricted to pay for 1) street improvements and capital projects 2) debt service 3) public safety grants and 4) economic development projects.

General Fund. The General Fund is the chief operating fund of the City. At the end of the current fiscal year, unassigned fund balance of the General Fund was $20,421,920, while the total fund balance was $22,814,945. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance to total expenditures. Unassigned fund balance represents 55% of the general fund expenditures.

The final general fund budget for fiscal year 2023 reflected a decrease of $2,911,971 in fund balance. The actual change in fund balance was an increase of $2,843,196. Contributing factors was the realization of revenues $2,907,176 over the budgeted amounts and overall expenditures $3,068,137 under budgeted amounts. Key factors affecting fund balance are as follows:

- Total actual General Fund revenues of $38,244,114 increased from FY 2022 actuals by $4,659,509 and were greater than budgeted FY 2023 by $2,907,176. This was primarily caused by increases investment income related to an increase in interest rates.

- Total General Fund expenditures of $37,218,201 increased by $3,753,067 from FY 2022 actuals and were less than budgeted FY 2023 amounts by $3,068,137. The significant budget surplus resulted primarily from the budgeting of certain multiyear project costs in one year.

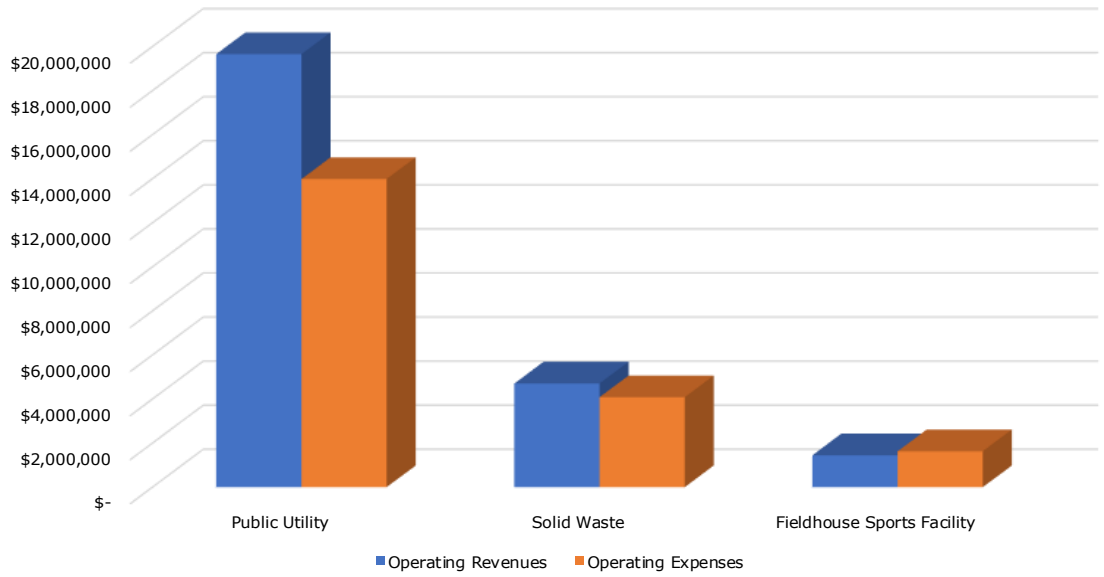
The actual revenues of $38,244,114 were more than the budgeted revenues by $2,907,176. Property tax, sales tax, franchise fees, fines and forfeitures, licenses and permits, investment earnings, recreation services, and miscellaneous revenue exceeded the budgeted amount.

Original budget compared to final budget. During the year, there was no need for any significant amendments to increase the original estimated revenues in the General Fund. However, there was a need to make an amendment to original budgeted appropriations for the capital outlay function for planned project costs.

Debt service fund balance decreased by $602,922. Fund balances may fluctuate in the future as management continues to evaluate the amount of debt service property taxes needed to fund the City's debt service.

The fund balance of the bond capital projects fund decreased by $5,288,881 due to the city expending funds toward bond projects. Fund balance will decrease in future years as these funds are spent down.

The American Rescue Plan Fund, ended with $163,390 fund balances, revenues, or expenditures. The fund was used to record the American Rescue Plan Act grant funding received from the Federal government. The proceeds were recorded as unearned revenue and will be recognized in future years as project costs are incurred.



Proprietary Funds. The City's proprietary fund statements provide detail on the City's individual enterprise funds activities and additionally report the financial results of the internal service funds which have been consolidated in the government-wide statements.

Unrestricted net position of the respective proprietary funds are Public Utility - $15,618,329, Solid Waste - $1,037,604, and Fieldhouse Sports Facility - ($1,326,071). The net position for the Public Utility fund increased $3,064,507; Solid Waste increased $471,895 and Fieldhouse Sports Facility increased $267,703. The overall change in net position for business-type activities was an increase of $3,804,105. Public Utility Fund revenues increased with a utility rate increase. The largest increase was experienced with water revenue, for which the average residential water rate was increased by approximately 13%. Overall Proprietary Funds operating revenues of $25,812,281 reflected an increase of $1,624,578 or an increase of approximately 7% compared to the prior year. Proprietary Funds operating expenses of $19,700,870 reflected an increase of $355,678 or approximately 2% from prior year. As discussed previously, the increase in expenses is primarily related to salary increases.

CAPITAL ASSETS AND DEBT ADMINISTRATION

CAPITAL ASSETS

At the end of fiscal year 2023, the City had $118.5 million invested in a broad range of capital assets, including police and fire equipment, buildings, park facilities, and water and sewer lines. This amount represents a net increase of from the prior fiscal year.

	Governmental Activities		Business-Type Activities		Total	
	2023	2022	2023	2022	2023	2022
Land	$ 21,139,703	$ 21,139,703	$ 567,630	$ 567,630	$ 21,707,333	$ 21,707,333
Construction in progress	13,469,717	4,443,302	10,064,989	5,699,182	23,534,706	10,142,484
Buildings	13,759,475	13,752,875	14,859,783	14,043,642	28,619,258	27,796,517
Infrastructure	9,710,906	64,180,961	56,514,028	56,514,028	66,224,934	120,694,989
Improvements	64,573,045	9,258,848	1,519,645	1,519,645	66,092,690	10,778,493
Equipment and furniture	30,142,190	26,219,299	3,492,390	3,426,803	33,634,580	29,646,102
Water rights	-	-	4,802,361	4,802,361	4,802,361	4,802,361
Total capital assets	152,795,036	138,994,988	91,820,826	86,573,291	244,615,862	225,568,279
Less: accumulated depreciation	(86,037,879)	(83,185,314)	(40,054,832)	(38,274,962)	(126,092,711)	(121,460,276)
Governemnt-wide capital assets, net	$ 66,757,157	$ 55,809,674	$ 51,765,994	$ 48,298,329	$ 118,523,151	$ 104,108,003

Major capital asset events during the 2023 fiscal year include the following:

- Water and Wastewater (business-type activities) capital projects in progress additions include: $4.9 million including Danieldale Road Reconstruction, Danieldale Ground Storage Tank Rehabilitation, Swan Ridge and Beaver Creek, Pipe Bursting projects, and the start of the design of Cedar Ridge Road Reconstruction.

- Governmental capital projects in progress additions include: $9.8 million including construction of Fire Station 1, Danieldale Road Reconstruction, Armstrong Kidsville and Splashpad, Swan Ridge and Beaver Creek, and the start of the Ten Mile Creek erosion project.

- Vehicle and equipment replacements were made totaling $1.2 million out of the Fleet Replacement fund. The new additions include seven patrol Chevy Tahoe vehicles and a SWAT van.

Additional information on the City's capital assets can be found in Note II. F to the financial statements.

DEBT ADMINISTRATION

	Governmental Activities		Business-Type Activities		Total	
	2023	2022	2023	2022	2023	2022
General obligation bonds	$ 18,125,000	$ 18,920,000	1,045,000	$ 1,540,000	$ 19,170,000	$ 20,460,000
Bond premium	954,340	1,078,146	79,968	121,690	1,034,308	1,199,836
Compensated absences	3,968,850	3,554,184	123,693	112,722	4,092,543	3,666,906
	$ 23,048,190	$ 23,552,330	$ 1,248,661	$ 1,774,412	$ 24,296,851	$ 25,326,742

The City has an AA rating from Fitch and an AA rating from Standard & Poor's. Additional information on the City's long-term debt can be found in Note II. G to the financial statements.

Economic Factors and Next Year's Budgets and Rates

The following economic factors currently affect the City and were considered in developing the 2023-2024 fiscal year budget:

- Ad Valorem tax revenue is determined, in part, by total assessed property value established by the Dallas Central Appraisal District. Total certified taxable property values increased by 11% on the tax roll for 2023-2024 from the previous fiscal year.

- The second factor in determining ad valorem tax revenue is the tax rate set by City Council. For 2023-2024 fiscal year budget, the City tax rate decreased by $.004426 (-0.68%), reducing the tax rate to $0.646034 per $100 of assessed valuation.

- As of September 30, 2023, sales tax revenues realized an 2.17% increase from the previous year actuals. An upward trend is expected to continue into 2023-2024, however not at the same pace. Factors such as inflation and pandemic recovery attributed to large increases in FY22 and FY21 and has since smoothed out. Sales tax revenue was projected to increase by 3% for the 2023-2024 fiscal year adopted budget.

- Water, sewer, and garbage collection rates are projected to increase. Dallas Water Utility (wholesale water purchases), Trinity River Authority (Wastewater Treatment), Republic for garbage collection continue to pass increases to the City.

- Funding of $19 million has been allocated in capital projects related to IT and Fleet Replacements, water and wastewater line replacement, water and wastewater project construction design, pipe bursting, alley replacement, drainage improvements and street construction design projects, and continuation of Capital Bond projects.

REQUESTS FOR INFORMATION

The financial report is designed to provide our citizens, customers, investors and creditors with a general overview of the City's finances. If you have questions about this report or need additional information, contact the Finance Department, at:

City of Duncanville, P.O. Box 380280 Duncanville, TX 75138-0280

Attn: Richard Jackson, Managing Director Fiscal Services
(972) 780-5005, richard.jackson@duncanvilletx.gov

Tia Pettis, Assistant Director of Fiscal Services
(972) 780-5029, tia.pettis@duncanvilletx.gov

Duncanville
City of Champions

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BASIC
FINANCIAL STATEMENTS

CITY OF DUNCANVILLE, TEXAS

STATEMENT OF NET POSITION

SEPTEMBER 30, 2023

	Primary Government	
	Governmental Activities	Business-Type Activities
ASSETS		
Cash and investments	$ 53,753,741	$ 8,183,124
Receivables, net of allowance	6,473,474	3,827,762
Due from other governments	505,878	-
Internal balances	(98,947)	98,947
Prepaid items	672,236	-
Restricted cash and investments	-	7,115,695
Investment in joint ventures	1,070,381	-
Capital assets:		
Non-depreciable	34,609,420	10,632,619
Depreciable, net	32,147,737	41,133,375
Total capital assets	66,757,157	51,765,994
Total assets	129,133,920	70,991,522
DEFERRED OUTFLOWS OF RESOURCES		
Deferred amounts - pension related	8,099,146	907,468
Deferred amounts - OPEB related	956,841	107,209
Deferred loss on refunding	-	4,483
Total deferred outflows of resources	9,055,987	1,019,160
LIABILITIES		
Accounts payable and accrued expenses	4,462,866	2,279,337
Accrued liabilities	1,485,690	430,232
Accrued interest payable	83,516	-
Unearned revenue	3,185,347	175,080
Customer deposits	13,129	796,767
Investment in joint ventures	-	-
Noncurrent liabilities:		
Due within one year:		
Long-term debt	1,102,820	539,739
Total OPEB liability	100,351	11,249
Due in more than one year:		
Long-term debt	21,945,370	708,922
Net pension liability	5,820,249	652,129
Total OPEB liability	873,766	97,896
Total liabilities	39,073,104	5,691,351
DEFERRED INFLOWS OF RESOURCES		
Deferred amounts - pension related	333,236	37,338
Deferred amounts - OPEB related	1,331,546	149,192
Total deferred inflows of resources	1,664,782	186,530
NET POSITION		
Net investment in capital assets	62,878,358	50,645,509
Restricted for:		
Debt service	546,851	-
Public safety	973,048	-
Economic development	5,106,355	-
Unrestricted	27,947,409	15,487,292
Total net position	$ 97,452,021	$ 66,132,801

The accompanying notes are an integral part of these financial statements.

Primary Government	Component Unit
Total	Duncanville Community and Economic Development Corporation
$ 61,936,865	$ 4,543,330
10,301,236	566,342
505,878	-
-	-
672,236	-
7,115,695	2,055,649
1,070,381	-
45,242,039	219,637
73,281,112	807,966
118,523,151	1,027,603
200,125,442	8,192,924
9,006,614	-
1,064,050	-
4,483	-
10,075,147	-
6,742,203	186,945
1,915,922	15,519
83,516	-
3,360,427	-
809,896	-
-	40,360
1,642,559	-
111,600	-
22,654,292	-
6,472,378	-
971,662	-
44,764,455	242,824
370,574	-
1,480,738	-
1,851,312	-
113,523,867	1,027,603
546,851	-
973,048	-
5,106,355	6,922,497
43,434,701	-
$ 163,584,822	$ 7,950,100

CITY OF DUNCANVILLE, TEXAS

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2023

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary government:				
Governmental activities:				
General government	$ 6,404,047	$ 2,420,385	$ 519,669	$ -
Police	15,107,681	493,675	819,144	-
Fire	9,450,639	743,616	-	-
Public works	6,535,462	1,730,963	4,847,001	-
Finance	1,992,684	-	-	-
Neighborhood and planning	1,501,808	-	-	-
Parks and recreation	3,685,664	280,720	-	372,491
Interest on long-term debt	641,952	-	-	-
Total governmental activities	45,319,937	5,669,359	6,185,814	372,491
Business-type activities:				
Utility	13,983,016	19,627,498	-	-
Solid waste	4,079,762	4,705,862	-	-
Fieldhouse sports facility	1,713,132	1,333,573	533,775	-
Total business-type activities	19,775,910	25,666,933	533,775	-
Total Primary Government	$ 65,095,847	$ 31,336,292	$ 6,719,589	$ 372,491
Component Units:				
Duncanville Community Economic Development Corporation	$ 1,770,048	$ -	$ -	$ -
Total Component Units	$ 1,770,048	$ -	$ -	$ -

General Revenues:
- Taxes:
  - Property taxes
  - Franchise and other taxes
  - Sales taxes
  - Hotel occupancy
- Unrestricted investment earnings
- Miscellaneous

Transfers

Total general revenues and transfers

Change in net position

Net position - beginning

Prior period adjustment

Net position - beginning, restated

Net position - ending

The accompanying notes are an integral part of these financial statements.

Net (Expense) Revenue and Changes in Net Position			
Primary Government			Component Unit
Governmental Activities	Business-Type Activities	Total	Duncanville Community and Economic Development Corporation
$ (3,463,993)	$ -	$ (3,463,993)	$ -
(13,794,862)	-	(13,794,862)	-
(8,707,023)	-	(8,707,023)	-
42,502	-	42,502	-
(1,992,684)	-	(1,992,684)	-
(1,501,808)	-	(1,501,808)	-
(3,032,453)	-	(3,032,453)	-
(641,952)	-	(641,952)	-
(33,092,273)	-	(33,092,273)	-
-	5,644,482	5,644,482	-
-	626,100	626,100	-
-	154,216	154,216	-
-	6,424,798	6,424,798	-
$ (33,092,273)	$ 6,424,798	$ (26,667,475)	$ -
$ -	$ -	$ -	$ (1,770,048)
$ -	$ -	$ -	$ (1,770,048)
$ 21,758,099	$ -	$ 21,758,099	$ -
1,967,160	-	1,967,160	-
9,962,571	-	9,962,571	3,282,230
1,286,661	-	1,286,661	-
3,203,298	268,328	3,471,626	59,572
634,603	145,348	779,951	-
2,980,033	(2,980,033)	-	-
41,792,425	(2,566,357)	39,226,068	3,341,802
8,700,152	3,858,441	12,558,593	1,571,754
86,273,239	62,274,360	148,547,599	6,378,346
2,478,630	-	2,478,630	-
88,751,869	62,274,360	151,026,229	6,378,346
$ 97,452,021	$ 66,132,801	$ 163,584,822	$ 7,950,100

CITY OF DUNCANVILLE, TEXAS

BALANCE SHEET - GOVERNMENTAL FUNDS

SEPTEMBER 30, 2023

	General	Debt Service	American Rescue Plan
ASSETS			
Cash and investments	$ 22,356,380	$ 627,506	$ 4,353,704
Receivables, net of allowance	6,170,941	30,642	-
Due from other governments	80,519	-	-
Due from other funds	-	-	-
Prepaid items	25,157	-	-
Total assets	28,632,997	658,148	4,353,704
LIABILITIES			
Accounts payable	1,569,874	-	785,387
Accrued liabilities	783,696	-	351,191
Due to other funds	-	-	-
Customer deposits	13,129	-	-
Unearned revenue	33,491	-	3,053,736
Total liabilities	2,400,190	-	4,190,314
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	3,417,862	27,781	-
Total deferred inflows of resources	3,417,862	27,781	-
FUND BALANCES			
Nonspendable for:			
Prepaid items	25,157	-	-
Restricted for:			
Debt service	-	630,367	-
Public safety	-	-	-
Economic development	-	-	163,390
Capital projects	-	-	-
Assigned for:			
One-time projects	1,505,357	-	-
Next year's budget	862,511	-	-
Unassigned	20,421,920	-	-
Total fund balances	22,814,945	630,367	163,390
Total liabilities, deferred inflows of resources, and fund balances	$ 28,632,997	$ 658,148	$ 4,353,704

The accompanying notes are an integral part of these financial statements.

Bond Capital Projects	Total Nonmajor Governmental Funds	Total Governmental Funds
$ 7,577,568	$ 14,989,363	$ 49,904,521
-	241,891	6,443,474
-	425,359	505,878
-	59,483	59,483
-	-	25,157
7,577,568	15,716,096	56,938,513
76,200	1,227,759	3,659,220
346,868	3,935	1,485,690
-	1,000	1,000
-	-	13,129
-	98,120	3,185,347
423,068	1,330,814	8,344,386
-	423,506	3,869,149
-	423,506	3,869,149
-	-	25,157
-	-	630,367
-	973,048	973,048
-	4,942,965	5,106,355
7,154,500	8,046,041	15,200,541
-	-	1,505,357
-	-	862,511
-	(278)	20,421,642
7,154,500	13,961,776	44,724,978
$ 7,577,568	$ 15,716,096	$ 56,938,513

Duncanville
City of Champions

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CITY OF DUNCANVILLE, TEXAS

RECONCILIATION OF THE BALANCE SHEET OF GEVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION

SEPTEMBER 30, 2023

Total Fund Balances - Governmental Funds	$	44,724,978
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not current financial resources and therefore are not reported in this fund financial statement, but are reported in the governmental activities of the Statement of Net Position.		64,334,968
Internal service funds are used to charge the costs of certain activities, such as insurance and fleet management, to individual funds. The assets and liabilities the internal service funds is reported with governmental activities, less $157,430 due to business-type activities for these services.		5,987,412
Some liabilities are not due and payable in the current period and are not included in the fund financial statements, but are included in the governmental activities of the Statement of Net Position.		
Bonds and certificates of obligation payable		(18,125,000)
Compensated absences		(3,968,850)
Accrued interest payable		(83,516)
Unamortized premium on bonds		(954,340)
Unavailable revenue in the governmental fund statements is recognized as revenue in the government-wide financial statements.		3,869,149
Certain other long-term assets and liabilities are not available to pay current period expenditures and therefore are not reported in this fund financial statement, but are reported in the governmental activities of the Statement of Net Position.		
Investment in joint venture		1,070,381
Net pension liability		(5,820,249)
Total OPEB liability		(974,117)
Deferred outflows of resources related to the net pension liability		8,099,146
Deferred inflows of resources related to the net pension liability		(333,236)
Deferred outflows of resources related to the total OPEB liability		956,841
Deferred inflows of resources related to the total OPEB liability		(1,331,546)
Net Position of Governmental Activities	$	97,452,021

The accompanying notes are an integral part of these financial statements.

CITY OF DUNCANVILLE, TEXAS

STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	General	Debt Service	American Rescue Plan
REVENUES			
Property taxes	$ 20,944,690	$ 849,134	$ -
Sales taxes	9,962,571	-	-
Franchise fees and other	1,967,160	-	-
Hotel occupancy tax	-	-	-
Fines and forfeitures	307,623	-	-
Licenses, permits and fees	1,487,288	-	-
Intergovernmental	246,937	-	4,639,144
Investment earnings	2,432,065	31,450	152,084
Miscellaneous	895,780	-	-
Total revenues	38,244,114	880,584	4,791,228
EXPENDITURES			
Current:			
General government	5,297,776	-	207,537
Public safety:			
Police	10,625,089	-	1,647,746
Fire	7,824,490	-	-
Public works	5,817,349	-	-
Finance	1,713,638	-	-
Neighborhood and planning	1,257,825	-	-
Parks and recreation	3,202,682	-	-
Debt service:			
Principal	-	795,000	-
Interest and other	-	688,506	-
Capital outlay	1,479,352	-	3,036,662
Total expenditures	37,218,201	1,483,506	4,891,945
Excess (deficiency) of revenues over expenditures	1,025,913	(602,922)	(100,717)
OTHER FINANCING SOURCES (USES)			
Transfers in	2,830,301	-	-
Transfers out	(1,013,018)	-	-
Total other financing sources (uses)	1,817,283	-	-
NET CHANGE IN FUND BALANCES	2,843,196	(602,922)	(100,717)
FUND BALANCES - BEGINNING	19,971,749	1,233,289	264,107
FUND BALANCES - ENDING	$ 22,814,945	$ 630,367	$ 163,390

The accompanying notes are an integral part of these financial statements.

Bond Capital Projects	Total Nonmajor Governmental Funds	Total Governmental Funds
$ -	$ -	$ 21,793,824
-	-	9,962,571
-	-	1,967,160
-	1,286,661	1,286,661
-	595,714	903,337
-	751,408	2,238,696
-	218,235	5,104,316
587,699	-	3,203,298
-	19,543	915,323
587,699	2,871,561	47,375,186
-	454,802	5,960,115
-	237,092	12,509,927
-	1,444	7,825,934
-	63,881	5,881,230
-	843	1,714,481
-	-	1,257,825
-	84,492	3,287,174
-	-	795,000
-	-	688,506
5,876,580	2,085,135	12,477,729
5,876,580	2,927,689	52,397,921
(5,288,881)	(56,128)	(5,022,735)
-	1,637,433	4,467,734
(494,415)	(40,268)	(1,547,701)
(494,415)	1,597,165	2,920,033
(5,783,296)	1,541,037	(2,102,702)
12,937,796	12,420,739	46,827,680
$ 7,154,500	$ 13,961,776	$ 44,724,978

Duncanville
City of Champions

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CITY OF DUNCANVILLE, TEXAS

RECONCILIATION OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2023

Net Changes in Fund Balances - Governmental Funds	$ (2,102,702)
Amounts reported for governmental activities in the statement of activities are	
Governmental funds report capital outlays as expenditures because such outlays use current financial resources. In contrast, the Statement of Activities reports only a portion of the outlay as expense. The outlay is allocated over the assets' estimated useful lives as depreciation expense for the period.	
Capital outlay	14,256,297
Depreciation expense	(2,747,782)
Internal service funds are used to charge the costs of certain activities, such as insurance and fleet management, to individual funds. The net revenue of the internal service funds is reported with governmental activities, less $56,694 representing the proportional contributions by business-type activities.	426,711
Governmental funds do not present revenues that are not available to pay current obligations. In contrast, such revenues are reported in the Statement of Activities when earned.	
Unavailable property taxes	(35,725)
Unavailable emergency management revenues	466,997
Unavailable cell tower leases	2,380,386
Unavailable grant revenue	372,491
Unavailable court fines and fees	272,365
Change in equity interest of joint venture	228,544
Governmental funds report proceeds from long-term debt as current financial resources. In contrast, the Statement of Activities treats such issuance of debt as a liability. Governmental funds report repayment of long-term debt principal as an expenditure, In contrast, the Statement of Activities treats such repayments as a reduction in long-term liabilities.	
Debt service principal	795,000
Pension and OPEB contributions are treated as expenditures in the fund based financial statements, but are treated as reductions in the City's net pension and OPEB liability in the statement of net position. This amount is the difference between pension and OPEB contributions and net pension and OPEB expense (revenue) for the current fiscal year.	
Pension expense	(4,917,214)
OPEB expense	194,132
Some expenses reported in the statement of activities do not require the use of current financial resources and these are not reported as expenditures in governmental funds:	
(Increase) decrease in accrued interest	(77,252)
(Increase) decrease in compensated absences	(414,666)
Amortization of premium on bonds	123,806
Change in Net Position of Governmental Activities	$ 8,700,152

The accompanying notes are an integral part of these financial statements.

CITY OF DUNCANVILLE, TEXAS

STATEMENT OF NET POSITION - PROPRIETARY FUNDS

SEPTEMBER 30, 2023

	Business-Type Activities - Enterprise Funds	
	Utility	Solid Waste
ASSETS		
Current assets:		
Cash and investments	$ 7,532,131	$ 648,453
Accounts receivable, net	3,067,567	666,462
Prepaid items	-	-
Due from other funds	1,141,046	131,900
Total current assets	11,740,744	1,446,815
Noncurrent assets:		
Restricted cash and investments	7,115,695	-
Capital assets:		
Land	89,194	-
Construction in progress	10,064,989	-
Improvements	881,943	-
Buildings	8,271,813	-
Water and sewer systems	56,514,028	-
Drainage systems	4,802,361	-
Equipment and furniture	3,383,974	6,100
Less: accumulated depreciation	(36,685,494)	(5,925)
Total noncurrent assets	54,438,503	175
Total assets	66,179,247	1,446,990
DEFERRED OUTFLOWS OF RESOURCES		
Deferred loss on refunding	-	-
Deferred outflows - pension related	686,897	91,767
Deferred outflows - OPEB related	81,151	10,841
Total deferred outflows of resources	768,048	102,608
LIABILITIES		
Current liabilities:		
Accounts payable	1,895,993	304,661
Accrued liabilities	312,895	84,536
Due to other funds	190,383	-
Customer deposits	730,455	-
Compensated absences	17,329	2,259
Unearned revenue	72,359	15,483
Bonds payable	-	-
Total OPEB liability	8,515	1,138
Total current liabilities	3,227,929	408,077
Noncurrent liabilities:		
Compensated absences	69,316	9,034
Bonds payable	-	-
Net pension liability	493,621	65,946
Total OPEB liability	74,101	9,899
Total noncurrent liabilities	637,038	84,879
Total liabilities	3,864,967	492,956
DEFERRED INFLOWS OF RESOURCES		
Deferred inflows - pension related	28,262	3,776
Deferred inflows - OPEB	112,929	15,087
Total deferred inflows of resources	141,191	18,863
NET POSITION		
Net investment in capital assets	47,322,808	175
Unrestricted	15,618,329	1,037,604
Total net position	$ 62,941,137	$ 1,037,779
Adjustment to report the cumulative internal balance for the net effect of the activity between the ISF's and the enterprise funds		
Net position of business-type activities		

The accompanying notes are an integral part of these financial statements.

Business-Type Activities - Enterprise Funds		Governmental Activities
Fieldhouse Sports Facility	Total	Internal Service Funds
$ 2,540	$ 8,183,124	$ 3,849,220
93,733	3,827,762	30,000
-	-	647,079
-	1,272,946	-
96,273	13,283,832	4,526,299
-	7,115,695	-
478,436	567,630	-
-	10,064,989	-
637,702	1,519,645	-
6,587,970	14,859,783	-
-	56,514,028	-
-	4,802,361	-
102,316	3,492,390	12,711,652
(3,363,413)	(40,054,832)	(10,289,463)
4,443,011	58,881,689	2,422,189
4,539,284	72,165,521	6,948,488
4,483	4,483	-
128,804	907,468	-
15,217	107,209	-
148,504	1,019,160	-
78,683	2,279,337	803,646
32,801	430,232	-
1,141,046	1,331,429	-
66,312	796,767	-
5,151	24,739	-
87,238	175,080	-
515,000	515,000	-
1,596	11,249	-
1,927,827	5,563,833	803,646
20,604	98,954	-
609,968	609,968	-
92,562	652,129	-
13,896	97,896	-
737,030	1,458,947	-
2,664,857	7,022,780	803,646
5,300	37,338	-
21,176	149,192	-
26,476	186,530	-
3,322,526	50,645,509	2,422,189
(1,326,071)	15,329,862	3,722,653
$ 1,996,455	65,975,371	$ 6,144,842
	157,430	
	$ 66,132,801	

Duncanville
City of Champions

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CITY OF DUNCANVILLE, TEXAS

STATEMENT OF REVENUES, EXPENSES AND CHANGES
IN FUND NET POSITION - PROPRIETARY FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Business-Type Activities - Enterprise Funds				Governmental Activities
	Utility	Solid Waste	Fieldhouse Sports Facility	Total	Internal Service Funds
OPERATING REVENUES					
Charges for services	$19,627,498	$ 4,705,862	$ 1,333,573	$25,666,933	$ 1,624,470
Miscellaneous	29,478	-	115,870	145,348	29,295
Total operating revenues	19,656,976	4,705,862	1,449,443	25,812,281	1,653,765
OPERATING EXPENSES					
Water supply	11,398,052	-	-	11,398,052	-
Refuse collection	-	4,083,942	-	4,083,942	-
Administrative charges	1,006,889	-	-	1,006,889	217,930
Sports facility	-	-	1,335,077	1,335,077	-
Claims and provision	-	-	-	-	561,418
Equipment	97,040	-	-	97,040	-
Depreciation	1,484,323	25	295,522	1,779,870	554,303
Total operating expenses	13,986,304	4,083,967	1,630,599	19,700,870	1,333,651
Operating income (loss)	5,670,672	621,895	(181,156)	6,111,411	320,114
NON-OPERATING REVENUES (EXPENSES)					
Gain (loss) on disposal of property	(44,460)	-	-	(44,460)	46,597
Intergovernmental	-	-	533,775	533,775	-
Investment income	268,328	-	-	268,328	-
Interest expense	-	-	(84,916)	(84,916)	-
Total non-operating revenues (expenses)	223,868	-	448,859	672,727	46,597
INCOME (LOSS) BEFORE TRANSFERS	5,894,540	621,895	267,703	6,784,138	366,711
Transfers in	-	-	-	-	60,000
Transfers out	(2,830,033)	(150,000)	-	(2,980,033)	-
CHANGE IN NET POSITION	3,064,507	471,895	267,703	3,804,105	426,711
NET POSITION - BEGINNING	59,876,630	565,884	1,728,752		5,718,131
NET POSITION - END OF YEAR	$62,941,137	$ 1,037,779	$ 1,996,455		$ 6,144,842
Adjustment for the net effect of the current year activity between the internal service funds and the enterprise funds.				54,336	
Change in net position of business-type activities				$ 3,858,441	

The accompanying notes are an integral part of these financial statements.

CITY OF DUNCANVILLE, TEXAS

STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Business-Type Activities - Enterprise Funds	
	Utility	Solid Waste
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	$ 19,240,596	$ 4,604,972
Receipts from interfund charges for services	-	-
Payments to suppliers	(10,789,604)	(3,886,090)
Payments to employees	(860,236)	(275,408)
Net cash provided by operating activities	7,590,756	443,474
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Cash paid to other funds	(2,287,158)	(150,000)
Cash received from other funds	-	-
Intergovernmental	-	-
Net cash provided (used) by noncapital financing activities	(2,287,158)	(150,000)
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES		
Acquisition and construction of capital assets	(5,247,536)	-
Interest paid on long-term debt	(9,983)	-
Disposal of capital assets	(44,460)	-
Net cash provided (used) by capital and related financing activities	(5,301,979)	-
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest received	268,328	-
Net cash provided by investing activities	268,328	-
Net (decrease) increase in cash and cash equivalents	269,947	293,474
Cash and cash equivalents, beginning of year:	14,377,431	354,979
Cash and cash equivalents, end of year:		
Cash and cash equivalents	7,532,131	648,453
Restricted cash and cash equivalents	7,115,695	-
Total cash and cash equivalents, end of year	$ 14,647,826	$ 648,453
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES		
Operating income (loss)	$ 5,670,672	$ 621,895
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation	1,484,323	25
Decrease (increase) in customer receivable	(421,848)	(116,373)
Decrease (increase) in net pension asset	680,959	86,647
Decrease (increase) in pension and OPEB related deferred outflows	(836,218)	(94,630)
Decrease (increase) in prepaid items	-	-
Increase (decrease) in accounts payable	705,488	(74,429)
Increase (decrease) in accrued liabilities	340,175	696
Increase (decrease) in customer deposits	5,468	-
Increase (decrease) in unearned revenue	-	15,483
Increase (decrease) in compensated absences	14,553	1,252
Increase (decrease) in total OPEB liability	(117,680)	-
Increase (decrease) in pension and OPEB related deferred inflows	64,864	2,908
Net cash provided (used) by operating activities	$ 7,590,756	$ 443,474

The accompanying notes are an integral part of these financial statements.

Business-Type Activities - Enterprise Funds		Governmental Activities
Fieldhouse Sports Facility	Total	Internal Service Funds
$ 1,395,921	$ 25,241,489	$ -
-	-	1,623,765
(635,379)	(15,311,073)	(844,414)
(692,900)	(1,828,544)	-
67,642	8,101,872	779,351
(542,875)	(2,980,033)	-
-	-	60,000
533,775	533,775	-
(9,100)	(2,446,258)	60,000
-	(5,247,536)	(514,506)
(536,402)	(546,385)	-
-	(44,460)	46,597
(536,402)	(5,838,381)	(467,909)
-	268,328	-
-	268,328	-
(477,860)	85,561	371,442
480,400	15,212,810	3,477,778
2,540	8,183,124	3,849,220
-	7,115,695	-
$ 2,540	$ 15,298,819	$ 3,849,220
$ (181,156)	$ 6,111,411	$ 320,114
295,522	1,779,870	554,303
(24,286)	(562,507)	(30,000)
124,854	892,460	-
(159,710)	(1,090,558)	-
-	-	(627,043)
27,887	658,946	696,370
9,258	350,129	(134,393)
53,935	59,403	-
(83,171)	(67,688)	-
2,619	18,424	-
(13,122)	(130,802)	-
15,012	82,784	-
$ 67,642	$ 8,101,872	$ 779,351

Duncanville
City of Champions

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CITY OF DUNCANVILLE, TEXAS

NOTES TO THE FINANCIAL STATEMENTS

SEPTEMBER 30, 2023

I. Summary of Significant Accounting Policies

The City of Duncanville (the "City") was incorporated on August 2, 1947. The City operates as a home-rule charter city since May 5, 1962, pursuant to Article XI, Section 5 of the State Constitution. The City operates under a council-manager form of government with a mayor and six City Council members. Five Council Members are elected from single-member districts with the Mayor and one Council Member elected at large. The City provides the following services as authorized by its charter: community services, police, fire, and public works.

The accounting and reporting policies of the City conform to accounting principles generally accepted in the United States of America for local governments. Generally accepted accounting principles (GAAP) for local governments include those principles prescribed by the Governmental Accounting Standards Board (GASB). The following is a summary of the more significant accounting and reporting policies:

A. Reporting Entity

The accompanying financial statements present the government and its component unit, the Duncanville Community and Economic Development Corporation ("DCEDC"), an entity for which the City is financially and operationally responsible for.

The DCEDC was incorporated on April 28, 1995, as a nonprofit industrial development corporation under the Development Corporation Act of 1979 ("Act"). The Corporation is organized exclusively for benefiting and accomplishing public purposes of, and to act on behalf of, the City, and the specific purposes for which the Corporation is organized. These purposes include the construction, renovation and operation of municipal buildings, the acquisition and improvement of parks, as well as the promotion and expansion of manufacturing and industrial facilities; and other economic development purposes. The DCEDC also provides services directly to the citizens of Duncanville. The DCEDC meets all three requirements sufficient to be considered a component unit (direct benefit, access to resources, and significance to the primary government). The DCEDC operates under a seven-member Board of Directors, all appointed by the City Council. The Board is substantially separate from the City Council, classifying the DCEDC as a discretely presented component unit. Discretely presented component units are reported in a separate column in the government-wide statements to emphasize it is legally separate from the City. Separate financial statements are not issued for the DCEDC.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all activities of the primary government and its discreetly presented component unit. These statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business. Governmental activities, which are partially supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support

All internal balances in the Statement of Net Position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the Statement of Activities, transactions between governmental and business-type activities have not been eliminated.

This statement demonstrates the degree to which the direct expenses of a given function of government are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function of City government. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues in the statement of activities.

C. Fund Financial Statements

In addition to the government-wide financial statements, the City also reports separate financial statements for governmental funds and proprietary funds and these statements are classified as fund financial statements. The fund financial statements are organized on the basis funds, each of which is considered a separate accounting entity with self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity, revenues and expenditures or expenses. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of resources available for spending, as well as on balances of expendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

The City of Duncanville maintains 18 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General, Debt Service, American Rescue Plan, and Bond Capital Projects Funds, which are considered to be major funds. A budgetary comparison statement has also been provided for the General fund. Individual fund data for all non-major governmental funds is provided in the form of combining statements elsewhere in this report.

Proprietary funds are maintained for enterprise and internal service operations of the City. Enterprise funds are used to report functions presented as business-type activities in the government-wide financial statements. The Utility, Solid Waste and Fieldhouse Sports Facility funds are all considered to be major enterprise funds. Internal service funds are used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for medical insurance, general liability operations, fleet/heavy equipment capital replacement, and information technology equipment. The internal service funds predominately benefit governmental rather than business-type functions, so they have been included within governmental activities in the government-wide financial statements. All internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds is provided in the form of combining statements in the Combining and Individual Fund Statements and Schedules section of this report. When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

D. Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements have been met. With the economic resources measurement focus, all assets and liabilities (whether current or noncurrent) are reported on the Statement of Net Position.

As a general rule, except for interfund services provided and used which are not eliminated in the process of consolidation, the effect of other interfund activity has been eliminated from the government-wide financial statements.

Amounts reported as *program revenues* include 1) charges to customers for goods or services provided, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's proprietary operating are charges to customers for sales and services. All revenues and expenses that do not meet this definition are reported as non-operating revenues and expenses. Unbilled receivables for water and sewer services are recorded at year-end.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenue is recognized when it becomes measurable and available. Measurable means the amount of the transaction can be determined. Available means collected within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the City considers revenue to be available if it is collected within 60 days of the fiscal year-end. Expenditures are recognized under the modified accrual basis of accounting when the related fund liability is incurred, with the exception of principal and interest on general long-term debt, and liabilities for accrued compensated absences and arbitrage rebate, which are recognized when due.

Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). All other revenue items are considered to be measurable and available only when cash is received by the government.

The City reports the following major governmental funds:

General Fund - The General Fund is the primary operating fund of the City. This fund is used to account for all financial resources of the general government, except those required to be accounted for in another fund.

Debt Service Fund - This fund accounts for the accumulation of resources (primarily property tax levies) for the payment of principal, interest and related costs of general long-term debt.

American Rescue Plan Fund - This fund accounts for federal grant funding related to the City's State and Local Fiscal Recovery grant program, which aids with costs incurred during and as a result of the COVID-19 Pandemic.

Bond Capital Projects Fund - This fund accounts capital projects in parks and recreation, streets and sidewalks, and municipal buildings improvements funded by bond proceeds.

The City reports the following major enterprise funds:

Utility Fund - This fund accounts for water services provided for residents and businesses of the City, including administration, operations, maintenance, debt service, billing and collection.

Solid Waste Fund - This fund accounts for revenues and expenses of sanitation services provided to the residents and businesses of the City, including administration, operations, maintenance, debt service, billing and collection.

Fieldhouse Sports Facility Fund - This fund accounts for the rendering of sporting league, tournament, and event services for the residents and non-residents.

E. Assets, Liabilities, Deferred Outflows/Inflows and Net Position/Fund Balance

Encumbrances

An encumbrance system is maintained in governmental funds to account for commitments resulting from approved purchase orders, contracts, or other forms of legal commitments. Under the City's budgetary process, appropriations lapse at fiscal year-end. Encumbrances do not constitute expenditures or liabilities. Accordingly, no differences exist between actual results and the applicable budgetary data presented in the accompanying financial statements. There were no encumbrances for the City at fiscal year-end.

Pooled Cash and Investments

Cash balances of all City funds are pooled into one bank account in order to maximize investment opportunities. Negative balances, if applicable, incurred in pooled cash at year-end are treated as inter-fund receivables of a surplus fund and inter-fund payables of the deficit fund.

Investments purchased with pooled cash are treated as pooled cash and investments. Earnings from these investments are allocated monthly to each fund based on that fund's relative month-end cash and investment balance. Investments are recorded at cost; however, fiscal year-end investments with maturities greater than one year are reflected at fair value on the accompanying statement of net position.

The relationship of an individual fund to the pooled cash and investments account is essentially that of a demand deposit account. Individual funds can withdraw cash from the account as needed, and therefore all equity which the fund has in the pooled cash and investments account is highly liquid. For purposes of the accompanying statement of cash flows, the City has chosen to reconcile to "pooled cash and investments."

Cash and Cash Equivalents

The City's cash and cash equivalents are considered short-term, highly liquid investments with a maturity date within three months of the date acquired that are readily convertible to known amounts of cash and so near maturity that there is not significant risk of changes in value due to change in interest rates.

Investments

Investments consist of balances in privately managed public funds investment pools, investments in United States (U.S.) securities and U.S. Agency securities, municipal bonds, and certificates of deposit. Investments for the City are reported at fair value, except for the position in investment pools. The City's investment in pools are reported at the net asset value per share (which approximates fair value) even though it is calculated using the amortized cost method.

The City categorizes fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; level 3 inputs are significant unobservable inputs.

Public Funds Investment Pools in Texas ("Pools") are established under the authority of the Interlocal Cooperation Act Chapter 79 of the Texas Government Code and are subject to the provisions of the Public Funds Investment Act (the "Act") Chapter 2256 of the Texas Government Code. In addition to other provisions of the Act designed to promote liquidity and safety of principal, the Act requires Pools to: 1) have an advisory board composed of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool; 2) maintain a continuous rating of no lower than AAA or AAA-m or an equivalent rating by at least one nationally recognized rating service; and 3) maintain the fair value of its underlying investment portfolio within one-half of one percent of the value of its shares.

Property Taxes

Ad valorem taxes are levied from valuations assessed as of January 1 and are recognized as revenue beginning on the date of levy, October 1, when they become available. "Available" means collected within the current period or expected to be collected soon enough thereafter to be used to pay current liabilities. Taxes not expected to be collected within 60 days of the fiscal year are recorded as deferred revenue and is recognized when it becomes available. Taxes collected prior to the levy date to which they apply are recorded as deferred revenue and recognized as revenue of the period to which they apply. Current taxes are due on October 1 and become delinquent if unpaid on February 1 and are turned over to the City Attorney for collection on July 1. Delinquent property taxes attach as an enforceable lien on property as of January 1. For the year ended September 30, 2023, the City had a tax rate of $.65046 per $100, of which $.62512 was allocated for maintenance and operations, and $.02534 was allocated for payment of principal and interest on governmental activities long-term debt.

Receivables

Taxes and accounts receivable are shown net of an allowance for uncollectible. Accounts receivable in excess of 90 days comprise the allowance for uncollectible. The property tax receivable allowance is equal to 66 percent of outstanding property taxes at September 30, 2023.

Interfund Receivables/Payables

During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. These receivables and payables are classified as "due from other funds" or "due to other funds" on the fund financial statements. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Interfund Transactions

Interfund services provided and used are accounted for as revenues, expenditures or expenses. Transactions that constitute reimbursements to a fund for expenditures/expenses initially made from it that are properly applicable to another fund, are recorded as expenditures/expenses in the reimbursing fund and as a reduction of expenditures/expenses in the fund reimbursed. All other interfund transactions, except interfund services provided and used, are recorded as transfers.

Prepaid Items

Prepaid items represent payments for goods and services that were made in advance of receiving those goods or services. Prepaid items are valued under the consumption method, whereby they are recorded as expenditures or expenses when used rather than when purchased.

Restricted Assets

Certain proceeds from bonds, resources set aside for their repayment, and other restrictive agreements are classified as restricted assets on the balance sheet because they are maintained in separate bank accounts and their use is limited by applicable bond covenants and/or contractual arrangements.

Capital Assets

Capital assets, which include land, buildings, infrastructure, improvements, equipment and construction in progress, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements and in the fund financial statements for proprietary funds. All capital assets are recorded at historical cost or estimated historical cost. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are valued at their acquisition value on the date donated. Repairs and maintenance are recorded as expenses. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Interest has not been capitalized for business-type activity assets during the construction period as such amounts are not material.

Assets capitalized have an original cost of $5,000 or more and a useful life of at least two years. Depreciation has been calculated on each class of depreciable property using the straight-line method. Estimated useful lives are as follows:

Assets	Use Lives (Years)
Buildings	25 - 50
Infrastructure/improvements	7 - 50
Equipment	2 - 20
Water rights	50

Estimated Claims Payable

Property, general liability, and workers' compensation insurance coverage is accounted for in the Comprehensive Self Insurance Fund, an internal service fund. At year-end, the estimated settlement value of claims reported and of claims incurred but not reported in excess of liability insurance limits is classified as estimated claims payable. Group health insurance is accounted for in the Medical Self-Insurance Fund, another internal service fund. At year-end, an estimate of unpaid claims that were incurred prior to September 30, 2023 is accrued based on past claims experience.

Compensated Absences

The City permits employees to accumulate to certain limits unused vacation, sick leave and compensatory time. Full-time city employees earn sick leave at a rate of 8.00 hours per month. City employees earn vacation based on length of service. Full-time employees earn vacation leave as outlined below:

New Hire	6.66 hours per month	Maximum 160 hours balance
4 yrs of continuous employment	10.00 hours per month	Maximum 240 hours balance
9 yrs of continuous employment	13.32 hours per month	Maximum 320 hours balance

Employees reaching the maximum vacation hour balance shall cease to accrue time until the balance has been reduced below the maximum. Full-time employees receive 32 hours of Bonus Vacation if the employee uses no sick leave during his/her anniversary year. Full-time employees receive 16 hours of Bonus Vacation if the employee uses eight (8) or less hours of sick leave during his/her anniversary year. Full-time employees using more than eight (8) hours of sick leave during his/her anniversary year are not eligible to receive bonus vacation. Any employee leaving the City in good standing is paid for accumulated vacation leave at their current pay rate. Sick leave may be accumulated from year to year, but only civil service employees are eligible to receive payment (for up to 90 day's accumulation) upon retirement or termination. Accordingly, no liability has been recorded for the accumulated sick leave of non-civil service employees.

The measurement of the liability for compensated absences was determined by applying a vesting method approach to accumulated vacation and sick leave balances at fiscal year-end and includes additional salary related payments for Social Security, Medicare and retirement contributions, in accordance with GASB Statement No. 16, Accounting for Compensated Absences. No liability is recorded in the governmental fund statements as payment of this liability will not be made with expendable available financial resources. Compensated absences are only reported in the governmental funds statements if they have matured (i.e., unused reimbursable leave still outstanding following an employee's resignation or retirement). In the government-wide financial statements and proprietary fund statements, the liability for employees with over 20 years of service is recorded as a current liability as these employees are eligible for retirement regardless of their age. The General fund has been the primary funding source for payment of compensated absences to retiring or terminated employees.

Unearned Revenues

Unearned revenues are reported when cash is received before the related performance or eligibility requirements are met. These relate primarily to the grant funds received in advance for the COVID-19 ARPA grant, which will be recognized in future years to the extent that funds are spent. The City also reports unearned revenues for facility rental payments received before the rental is used.

Long-term Debt

In the government-wide financial statements, and the proprietary fund financial statements, long-term debt is reported as a liability in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds if material in amount. In the governmental fund financial statements, bond premiums and discounts are recognized during the current period. The face amount of debt is recorded as other financing sources. Bond premiums and discounts are recorded as other financing sources and uses.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future reporting period(s) and thus, will not be recognized as an outflow of resources (expense) until that time. The City has three items that qualify for reporting in this category.

- Deferred charges on refunding - Reported in the proprietary fund and government-wide financial statements, this deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

- Deferred outflows of resources for pension activities - Reported in the government wide financial statement of net position, this deferred outflow results from pension plan contributions made after the measurement date of the net pension liability and the results of differences between expected and actual actuarial experiences. The deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the next fiscal year. The other pension related deferred outflows will be amortized over the expected remaining service lives of all employees (active and inactive employees) that are provided with pensions through the pension plan. These outflows are included in the deferred amounts for post-employment benefits on the statement of net position.

- Deferred outflows of resources for OPEB - these deferred outflows result from OPEB plan contributions made after the measurement date of the net OPEB liability and the results of changes in assumptions and other inputs. The deferred outflows of resources resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability in the next fiscal year. The other OPEB related outflow will be amortized over the expected remaining service lives of all employees (active and inactive employees) who are provided with OPEB benefits, which is currently between 5.75 and 8.5 years, depending on the plan. These outflows are included in the deferred amounts for post-employment benefits on the statement of net position.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future reporting period(s) and thus, will not be recognized as an inflow of resources (revenue) until that time. The City has two items that qualifies for reporting in this category.

- Deferred inflows of resources for unavailable revenues - Reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues if they are not collected within 60 days of the fiscal year-end. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

- Deferred inflows of resources for pensions and OPEB - Reported in the government wide financial statement of net position, these deferred inflows result primarily from differences between projected and actual earnings on pension plan investments. These amounts will be amortized over a closed five-year period. These outflows are included in the deferred amounts for post-employment benefits on the statement of net position.

Leases

The City has entered into a lease agreement as lessor. Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City uses the interest rate charged by the lessor as the discount rate, if available. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.

- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

  The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability or lease asset.

Lessor. The City is a lessor in various arrangements allowing the placement of cellular towers on City property. The city initially measures the lease receivable and a deferred inflow of resources for the present value of payments expected to be made during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments made. The deferred inflow of resources is recognized as revenue on a systematic basis over the life of the lease.

Pension

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from the City's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefits Payments and refunds are recognized when due and payable in accordance with the benefits terms. Investments are reported at fair value. Information regarding the City's Total Pension Liability (Asset) is obtained from TMRS through a report prepared for the City by TMRS' consulting actuary, Gabriel Roeder Smith & Company.

Other Post-Employment Benefits

The City provides a retiree health care plan to its employees who are eligible for benefits through the Texas Municipal Retirement System (TMRS). The City reports the total liability for this plan on the government-wide and proprietary fund financial statements. For purposes of measuring the total OPEB liability, OPEB related deferred outflows and inflows of resources, and OPEB expense, benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Contributions are not required but are measured as payments by the City for benefits due and payable that are not reimbursed by plan assets. Information regarding the City's total OPEB liability is obtained through a report prepared for the City by the consulting actuary, Gabriel Roeder Smith & Company.

Fund Equity

The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

- Nonspendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. Nonspendable items are not expected to be converted to cash or are not expected to be converted to cash within the next year.

- Restricted: This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

- Committed: This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by ordinance of the City Council. These amounts cannot be used for any other purpose unless the City Council removes or changes the specified use by taking the same type of action that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.

- Assigned: This classification includes amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. The City Council delegates the authority for determining this intent to the City Manager. Assignments are made at the City Manager's discretion, but generally represent items for which specific funds have been informally dedicated internally. This classification also includes the remaining positive fund balance for all governmental funds except the General Fund.

- Unassigned: This classification includes the residual fund balance for the General Fund. The unassigned classification also includes negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting of assigned fund balance amounts.

When multiple categories of fund balance are available for expenditure, the City will start with the most restricted category and spend those funds first before moving down to the next category with available funds.

The City will maintain a minimum fund balance equal to sixty days of the total operating expenditures of the General Fund.

Net Position

Net position represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets. Net position is reported as restricted when there are limitations imposed on the use either through the enabling legislations adopted by the City or through external restrictions imposed by creditors, grantors or laws or regulations of other governments.

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted - net position and unrestricted - net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted - net position to have been depleted before unrestricted - net position is applied.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual amounts could differ from those estimates.

II. Detailed Notes on All Funds

A. Cash and Investments

As of September 30, 2023, the City's investments included privately managed public funds investment pools, investments in United States (U.S.) securities and U.S. Agency securities, municipal bonds, and certificates of deposit. The investment pools are recorded at amortized costs and the remaining investments are recorded at their fair value measured with level 2 inputs.

The City participates in the Texas Local Government Investment Pool ("TexPool"), and the Local Government Investment Cooperative (LOGIC). TexPool is organized in conformity with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and the Public Funds Investment Act, Chapter 2256 of the Texas Government Code. TexPool is governed by an Advisory Board composed equally of participants in the Pool and other persons who do not have a business relationship with the Pool who are qualified to advise the Pool. LOGIC is a public funds investment pool managed by First Southwest Management Company. LOGIC investments are not categorized in accordance with GASB Statement No. 3 disclosure requirements since the City is not issued securities, but rather owns an individual beneficial interest in the assets of the related investment pools. Investments in external investment pools are measured at the net asset value (NAV) per share (or its equivalent) determined by the pool. These investments and deposits are fully insured by the Federal Depository Insurance Corporation or collateralized by securities held in the name of Texas Treasury Safekeeping Trust Company. Authorized investments include obligations of the United States of America or its agencies, direct obligations of the State of Texas or its agencies, certificates of deposit and repurchase agreements.

Credit Risk

In compliance with the City's investment policy as of September 30, 2023, the City minimized credit risk losses due to default of a security issuer or backer by limiting investments to the safest types of securities, pre-qualifying financial institutions, brokers/dealers, and advisors with which the City does business, and diversifying the investment portfolio so that potential losses on individual securities are minimized.

The following is a listing of investments held at September 30, 2023:

	Recorded Value	Weighted Average Maturity (Days)
Primary Government		
Local Government Investment Pools:		
LOGIC	$ 1,815,064	39
Texpool	5,306	87
Total Primary Government Investment Pools	1,820,370	
Investment Securities:		
Certificates of Deposit	42,337,454	44
Money Market	32,521,879	1
Total Investment Securities	74,859,333	
Total	$ 76,679,703	

Interest Rate Risk

The strategy of the City is to maintain sufficient liquidity in its portfolio so that it does not need to sell a security prior to maturity. Should it become necessary to sell a security prior to maturity, the prior written consent of the City Manager must be obtained.

Concentration of Credit Risk

The City's investment policy does not provide for specific limits on investment in any one single instrument. The allocation of assets is set with the objective of optimizing the investment return within framework of acceptable risk and diversification.

B. Ad Valorem Taxes

Property tax is levied October 1 of each year on the assessed value listed as of the prior January 1 for all real and personal property located in the City. Assessed value represents the appraised value less applicable exemptions authorized by the City Council. Appraised values are established by the Dallas Central Appraisal District at 100% of estimated market value. The assessed value for the tax roll of January 1, 2022, upon which the 2023 fiscal year levy was based, was $3,206,621,312.

Taxes are due on October 1, immediately following the January 1 lien date and are delinquent after the following January 31. Penalty and interest is charged at 7% on delinquent taxes beginning February 1, and increases to 18% on July 1, additional interest accrues at the rate of 1% each month thereafter. As of July 1, a 20% collection cost may be added to all delinquent accounts. Total current tax collections for the year ended September 30, 2023 were 98.47% of the tax levy.

In Texas, countywide central appraisal districts are required under the Property Tax Code to assess all property within the appraisal district on the basis of 100% of its appraised value and are prohibited from applying any assessment ratios. The value of property within the appraisal district must be reviewed every three years; however, the City may, at its own expense, require annual reviews of appraised values. The City may challenge appraised values established by the appraisal district through various appeals and, if necessary, legal action. Under this legislation, the City continues to set tax rates on City property. However, if the effective tax rate, excluding tax rates for bonds and other contractual obligations, adjusted for new improvements, exceeds the rate for the previous year by more than 8%, qualified voters of the City may petition for an election to determine whether to limit the tax rate to no more than 8% above the tax rate of the previous year.

C. Receivables

Accounts receivables at September 30, 2023, for the City's individual major and nonmajor funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows:

	General Fund	Debt Service	Nonmajor Governmental	Utility	Solid Waste	Fieldhouse	Self Insurance	Total Primary Government	DCEDC (Component Unit)
Receivables:									
Accounts	$ 1,750,617	$ -	$ 172,425	$ 4,027,090	$ 828,346	$ 93,733	$ 30,000	$ 6,902,211	$ 566,342
Leases	2,380,386	-	-	-	-	-	-	2,380,386	-
Ad valorem taxes	1,029,201	94,335	-	-	-	-	-	1,123,536	-
Other taxes	1,697,851	-	98,584	-	-	-	-	1,796,435	-
Court fines	1,815,767	-	-	-	-	-	-	1,815,767	-
Gross receivables	8,673,822	94,335	271,009	4,027,090	828,346	93,733	30,000	14,018,335	566,342
Less: allowance for uncollectible accounts	(2,502,881)	(63,693)	(29,118)	(959,523)	(161,884)	-	-	(3,717,099)	-
Net receivables	$ 6,170,941	$ 30,642	$ 241,891	$ 3,067,567	$ 666,462	$ 93,733	$ 30,000	$ 10,301,236	$ 566,342

D. Lease Receivable

The city has entered into multiple leases as lessor for the placement of cellular antennas on City property by a telecommunication company. The lessee is required to make monthly payments ranging from $13,223 to $13,620.

A summary of the City's lease receivables as of September 30, 2023, is as follows:

Purpose of the Lease	Interest Rate	Amount of Initial Receivable	Current Year Interest	Amount Outstanding 09/30/23	Amount Receivable Within One Year
Cell towers	3.8 - 3.9%	$ 2,457,375	$ 85,057	$ 2,380,386	$ 76,711
Totals			$ 85,057	$ 2,380,386	$ 76,711

E. Deferred Inflows of Resources

As of September 30, 2023, the City's individual major and nonmajor funds in the aggregate reported the following as deferred inflows of resources:

	General	Debt Service	Nonmajor Governmental	Total
Unavailable revenue - property taxes	$ 325,895	$ 27,781	$ -	$ 353,676
Unavailable revenue - EMS	439,216	-	-	439,216
Unavailable revenue - court fines	272,365	-	-	272,365
Unavailable revenue - cell tower leases	2,380,386	-	-	2,380,386
Unavailable revenue - grants	-	-	372,491	372,491
Unavailable revenue - paving assessments	-	-	51,015	51,015
Totals	$ 3,417,862	$ 27,781	$ 423,506	$ 3,869,149

F. Capital Assets

Capital assets activity for the primary government for the fiscal year ended September 30, 2023, is as follows:

	Beginning Balance	Additions	Transfers/ Deletions	Ending Balance
Governmental activities:				
Capital assets not being depreciated:				
Land	$ 21,139,703	$ -	$ -	$ 21,139,703
Construction in progress	4,443,303	10,234,662	(1,208,248)	13,469,717
Total capital assets not being depreciated	25,583,006	10,234,662	(1,208,248)	34,609,420
Capital assets being depreciated:				
Buildings	13,752,875	6,600	-	13,759,475
Infrastructure	64,180,961	392,084	-	64,573,045
Improvements	9,258,848	452,058	-	9,710,906
Equipment	26,219,299	4,373,660	(450,769)	30,142,190
Total assets being depreciated	113,411,983	5,224,402	(450,769)	118,185,616
Less accumulated depreciation for:				
Buildings	(6,926,114)	(282,474)	-	(7,208,588)
Infrastructure	(50,702,794)	(1,328,585)	-	(52,031,379)
Improvements	(3,899,937)	(200,239)	-	(4,100,176)
Equipment	(21,656,469)	(1,492,036)	450,769	(22,697,736)
Total accumulated depreciation	(83,185,314)	(3,303,334)	450,769	(86,037,879)
Total capital assets being depreciated, net	30,226,669	1,921,068	-	32,147,737
Governmental activities capital assets, net	$ 55,809,675	$ 12,155,730	$ (1,208,248)	$ 66,757,157

	Beginning Balance	Additions	Transfers/ Deletions	Ending Balance
Business-type activities:				
Capital assets, not being depreciated:				
Land	$ 567,630	$ -	$ -	$ 567,630
Construction in progress	5,699,182	5,270,873	(905,066)	10,064,989
Total capital assets, not being depreciated	6,266,812	5,270,873	(905,066)	10,632,619
Capital assets being depreciated:				
Buildings	14,043,642	816,141	-	14,859,783
Infrastructure	56,514,028	-	-	56,514,028
Water rights	4,802,361	-	-	4,802,361
Improvements	1,519,645	-	-	1,519,645
Equipment	3,426,803	65,587	-	3,492,390
Total assets being depreciated	80,306,479	881,728	-	81,188,207
Less accumulated depreciation for:				
Buildings	(6,745,732)	(415,502)	-	(7,161,234)
Infrastructure	(26,302,296)	(1,012,287)	-	(27,314,583)
Water rights	(2,497,224)	(96,047)	-	(2,593,271)
Improvements	(214,400)	(39,163)	-	(253,563)
Equipment	(2,515,310)	(216,871)	-	(2,732,181)
Total accumulated depreciation	(38,274,962)	(1,779,870)	-	(40,054,832)
Total capital assets being depreciated, net	42,031,517	(898,142)	-	41,133,375
Business-type activities capital assets, net	$ 48,298,329	$ 4,372,731	$ (905,066)	$ 51,765,994

Capital assets activity for the discretely presented component unit is as follows:

	Beginning Balance	Additions	Transfers/ Deletions	Ending Balance
Capital assets not being depreciated:				
Land	$ 219,637	$ -	$ -	$ 219,637
Total capital assets not being depreciated	219,637	-	-	219,637
Capital assets being depreciated:				
Buildings	906,133	-	-	906,133
Total assets being depreciated	906,133	-	-	906,133
Less accumulated depreciation for:				
Buildings	(80,044)	(18,123)	-	(98,167)
Total accumulated depreciation	(80,044)	(18,123)	-	(98,167)
Total capital assets being depreciated, net	826,089	(18,123)	-	807,966
Capital assets, net	$ 1,045,726	$ (18,123)	$ -	$ 1,027,603

Depreciation

Depreciation expense was charged to functions/programs of the City as follows:

	Depreciation Expense
Primary government	
Governmental activities:	
General government	$ 424,679
Police	896,507
Fire	559,620
Development services	420,547
Financial services	122,600
Municipal court	89,945
Parks and recreation	235,133
Total Governmental activities	2,749,031
Internal service activites:	
Fleet replacement	554,303
Total government and internal service activities	$ 3,303,334
Business-type activities:	
Water and sewer	1,388,276
Water rights amortization	96,047
Fieldhouse	295,522
Solid Waste	25
Total Business-type activities	1,779,870
Total primary government	$ 4,528,901

Construction commitments

The City has active construction projects as of September 30, 2023. At year end, the City's commitments with contractors were as follows:

Projects	Remaining Commitment
Governmental activities	
Bond capital projects fund	$ 1,363,338
Nonmajor governmental funds	3,485,543
Total Governmental Commitments	$ 4,848,881
Business-type activities	
Untility fund	$ 888,445
Total Business-type Commitments	$ 5,737,326

G. Long-term Liabilities

Changes in the City's long-term liability activity for the year ended September 30, 2023, are as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Amount Due Within One Year
Governmental activities:					
General obligation bonds	$ 18,920,000	$ -	$ (795,000)	$ 18,125,000	$ 825,000
Premium on bonds	1,078,146	-	(123,806)	954,340	-
Compensated absences	3,554,184	1,799,075	(1,384,409)	3,968,850	277,820
Total governmental activities	$ 23,552,330	$ 1,799,075	$ (2,303,215)	$ 23,048,190	$ 1,102,820
Business-type activities:					
General obligation bonds	$ 1,540,000	$ -	$ (495,000)	$ 1,045,000	$ 515,000
Premium on bonds	121,690	-	(41,723)	79,967	-
Compensated absences	112,722	86,798	(75,826)	123,694	8,659
Total business-type activities	$ 1,774,412	$ 86,798	$ (612,549)	$ 1,248,661	$ 523,659

For governmental activities, compensated absences are generally liquidated by the General Fund.

General Obligation Bonds

General obligation bonds and certificates of obligation for Governmental Activities outstanding at September 30, 2023, consist of the following individual issues:

General Obligation Bonds:	Interest Rate	Final Maturity Date	Outstanding 09/30/23
2019 General Obligation	3.0 - 5.0%	2/15/39	$ 18,125,000
Total general obligation bonds			$ 18,125,000

General obligation bonds and certificates of obligation for Business-Type Activities outstanding at September 30, 2023, consist of the following individual issues:

General Obligation Bonds:	Interest Rate	Final Maturity Date	Outstanding 09/30/23
2016 Refunding Bonds	3.0 - 4.0%	2/15/25	$ 1,045,000
Total general obligation bonds			$ 1,045,000

The annual debt service requirements to maturity on general obligation bonds as of September 30, 2023, are as follows:

	Governmental Activities		Business-Type Activities	
Fiscal Year	**Principal**	**Interest**	**Principal**	**Interest**
2024	$ 825,000	$ 655,756	$ 515,000	$ 23,625
2025	855,000	630,556	530,000	7,950
2026	890,000	595,481	-	-
2027	935,000	549,856	-	-
2028-2032	5,370,000	2,039,056	-	-
2033-2037	6,385,000	1,028,178	-	-
2038-2039	2,865,000	100,181	-	-
Total	$ 18,125,000	$ 5,599,064	$ 1,045,000	$ 31,575

H. Interfund Balances and Transfers

Due to/from Other Funds

There composition of interfund balances outstanding as of September 30, 2023, is as follows:

Receivable Fund	Payable Fund	Amount	Purpose
Nonmajor Governmental	Nonmajor Governmental	$ 1,000	To correct negative cash balance
Utility	Fieldhouse Sports Facility	1,141,046	To correct negative cash balance
Solid Waste	Utility	131,900	Advances for various operating costs
Nonmajor Governmental	Utility	58,483	Advances for various operating costs
Totals		$ 1,332,429	

Interfund Transfers

The composition of interfund transfers for the year ended September 30, 2023, is as follows:

Transfer From	Transfer To	Amount	Purpose
General fund	Internal Service	$ 20,000	To supplement capital projects
	Nonmajor governmental	993,018	To supplement capital projects
Solid Waste	Nonmajor governmental	150,000	To supplement capital projects
Bond Capital Projects	Nonmajor governmental	494,415	Funding for Park CIP Fund
Nonmajor governmental	General fund	40,268	To reimburse administrative costs
Utility	General fund	2,790,033	To reimburse administrative costs
	Internal Service	40,000	To supplement capital projects
Total		$ 4,527,734	

I. Deficit Fund Balance

As of September 30, 2023, assets exceeded liabilities in the Juvenile Case Manager fund by $278. This deficit fund balance resulted from a timing difference between expenditures and reimbursements and is expected to reverse in the next fiscal year.

J. Employee Retirement System

Texas Municipal Retirement System

Plan Description and Provisions

The City participates as one of 901 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Section 401 (a) of the Internal Revenue Code. TMRS issues a publicly available Annual Comprehensive Financial Report (ACFR) that can be obtained at www.tmrs.com.

All eligible employees of the City are required to participate in TMRS.

Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the city-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven actuarially equivalent payments options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

The City grants monetary credits for service rendered of a theoretical amount equal to two times what would have been contributed by the employee, with interest. Monetary credits, also known as the matching ratio, are 200% of the employee's accumulated contributions and are only payable in the form of an annuity.

Beginning in 2010, the City granted an annually repeating (automatic) basis monetary credit referred to as an updated service credit (USC) which is a theoretical amount that takes into account salary increases or plan improvements. If at any time during their career an employee earns a USC, this amount remains in their account earning interest at 5% until retirement. At retirement, the benefit is calculated as if the sum of the employee's accumulated contributions with interest and the employer match plus employer-financed monetary credits, such as USC, with interest were used to purchase an annuity. Additionally, initiated in 2010, the City provided on an annually repeating (automatic) basis cost of living adjustments (COLA) for retirees equal to a percentage of the change in the consumer price index (CPI).

A summary of plan provisions for the City are as follows:

Employee deposit rate:	7%
Matching ratio (City to employee):	2 to 1
Years required for vesting:	5
Service retirement eligibility:	20 years at any age, 5 years at age 60 and above
Updated service credit:	0%
Annuity increase to retirees:	0% of CPI repeating
Supplemental death benefit - employees and retirees	No

The employer contribution rate cannot exceed a statutory maximum rate, which is based on a combination of the employee contribution rate and the City matching percentage. There is an optional higher maximum rate that may be applied in certain circumstances if elected by participating cities, or a city may elect to remove the maximum rate.

Employees covered by benefit terms

At the December 31, 2022 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	275
Inactive employees entitled to but not yet receiving benefits	263
Active employees	262
Total	800

Contributions

Member contribution rates in TMRS are either 5%, 6% or 7% of the member's total compensation, and the city matching ratios are either 1:1(1 to 1), 1.5:1 (1 ½ to 1) or 2:1 (2 to 1), both as adopted by the governing body of the city. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The city's contribution rate is based on the liabilities created from the benefit plan options selected by the city and any changes in benefits or actual experience over time.

Employees for the City were required to contribute 7.0% of their annual gross earnings during the fiscal year. The contribution rates for the City were 6.67% and 6.19% in calendar years 2022 and 2023, respectively. The City's contributions to TMRS for pension benefits for the year ended September 30, 2023, were $1,317,340, and were equal to the required contributions.

Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2022, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The Total Pension Liability in the December 31, 2022 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50% per year
Overall payroll growth	2.75% per year, adjusted down for population declines, if any
Investment rate of return	6.75%, net of pension plan investment expense, including inflation

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. Based on the size of the city, rates are multiplied by an additional factor of 100.0%. For disabled annuitants, the same mortality tables for healthy retirees is used with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of real rates of return for each major asset class in fiscal year 2022 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Global Equity	35%	7.7%
Core fixed income	6%	4.9%
Non-core fixed income	20%	8.7%
Other Public and Private Markets	12%	8.1%
Real estate	12%	5.8%
Hedge Funds	5%	6.9%
Private equity	10%	11.8%
Total	100.00%	

Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statue. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

Changes in the Net Pension Liability/(Asset)

	Increase (Decease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a)-(b)
Balance at 12/31/2021	$ 119,844,564	$ 129,894,752	$ (10,050,188)
Changes for the year:			
Service cost	2,461,550	-	2,461,550
Interest	7,922,566	-	7,922,566
Change In Assumptions	-	-	-
Difference between expected and actual experience	(532,027)	-	(532,027)
Contributions - employer	-	1,351,321	(1,351,321)
Contributions - employee	-	1,418,177	(1,418,177)
Net investment income	-	(9,455,835)	9,455,835
Benefit payments, including refunds of employee contributions	(7,407,992)	(7,407,992)	-
Administrative expense	-	(82,050)	82,050
Other changes	-	97,910	(97,910)
Net changes	2,444,097	(14,078,469)	16,522,566
Balance at 12/31/2022	$ 122,288,661	$ 115,816,283	$ 6,472,378

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The net pension liability attributable to the governmental activities will be liquidated primarily by the General Fund.

The following presents the net pension liability/(asset) of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) of 1-percentage-higher (7.75%) than the current rate:

	1% Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
Net pension liability/(asset)	$ 21,232,859	$ 6,472,378	$ (5,812,356)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TMRS financial report. That report may be obtained on the Internet at www.tmrs.com.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2023, the City recognized a pension expense of $2,360,935.

At September 30, 2023, the City reported deferred outflows and inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 57,571	$ 370,574
Changes in actuarial assumptions	-	-
Difference between projected and actual investment earnings	7,934,015	-
Contributions subsequent to the measurement date	1,015,028	-
Total	$ 9,006,614	$ 370,574

$1,015,028 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the total pension liability for the year ending September 30, 2024. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

For the Year Ended September 30,	
2024	$ 26,966
2025	1,800,834
2026	2,148,468
2027	3,644,744

K. Other Post-Employment Benefits

Retiree Health Plan

Plan Description

The City offers its retired employees health insurance benefits through a single-employer defined benefit OPEB plan, under City policy. This plan is administered by the City and it has the authority to establish and amend the benefit terms and financing arrangements. There are no assets accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

Benefits Provided

In addition to the pension benefits described in Note 8, the City makes postretirement health care benefits available to all employees who retire from the City and who qualify to receive pension disbursements from Texas Municipal Retirement System (TMRS) through a single- employer defined benefit healthcare plan. The benefits are provided to the retired employee and dependents under the same plan as active employees in accordance with State law. The retiree pays premiums for the retiree and dependents monthly. The City's contributions to the plan for the year ended September 30, 2023, were $182,467, which equal benefit payments for retirees.

The number of employees currently covered by the benefit terms is as follows:

Inactive employees or beneficiaries currently receiving benefits	10
Inactive employees entitled to but not yet receiving benefits	0
Active employees	234
Total	244

Actuarial Assumptions

The City's Total OPEB Liability ("TOL") was measured at December 31, 2022 and was determined by an actuarial valuation as of that date using the following actuarial assumptions:

Inflation rate	2.50%
Actuarial cost method	Individual Entry Age Normal
Discount rate	4.05%
Projected salary increases	3.5% to 11.5% including inflation

Changes in Total OPEB Liability

Changes in Total OPEB Liability	
Total OPEB Liability - Beginning	$ 2,595,981
Changes for the year:	
Service cost	227,813
Changes in benefit terms	(832,475)
Interest on total OPEB liability	48,835
Differences between expected and actual experience	(683,877)
Changes in assumptions or other inputs	(161,415)
Benefit payments	(111,600)
Net Changes in Total OPEB Liability	(1,512,719)
Total OPEB Liability - Ending	$ 1,083,262

Sensitivity Analysis

The following presents the Total OPEB Liability of the employer, calculated using the discount rate of 4.05%, as well as what the City's Total OPEB Liability would be if it were calculated using a discount rate that is 1 percentage point lower (3.05%) or 1 percentage point higher (5.05%) than the current rate.

1% Decrease in Discount Rate (3.05%)	Discount Rate (4.05%)	1% Increase in Discount Rate (5.05%)
$ 1,184,542	$ 1,083,262	$ 991,649

The following schedule shows the impact of the total OPEB liability if the Healthcare Cost Trend Rate used was 1% less than and 1% greater than what was used in measuring the total OPEB liability.

1% Decrease	Current Trend Rate Assumption	1% Increase
$ 960,118	$ 1,083,262	$ 1,230,050

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB Activity

For the year ended September 30, 2023, the City recognized OPEB income of $507,575.

As of September 30, 2023, the City reported deferred outflows and inflows of resources related to OPEBs from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference in expected and actual economic experience	$ 688,193	$ 1,185,871
Difference in assumption changes	325,285	294,868
Employer contributions subsequent to the measurement date	50,570	-
Totals	$ 1,064,048	$ 1,480,739

The $50,570 reported as deferred outflows of resources related to OPEB resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability in the year ending September 30, 2024. Amounts currently reported as deferred outflows and inflows of resources related to OPEBs, excluding contributions subsequent to the measurement date, will be recognized in OPEB expense as follows:

For the Year Ended September 30,	
2024	$ 48,252
2025	48,252
2026	25,380
2027	(66,734)
2028	(191,420)
Therafter	(330,991)

L. Commitments and Contingencies

City of Dallas Water Purchase Agreement

In 2014, the City entered into a thirty-year agreement to purchase treated water from the City of Dallas. The rate during fiscal 2023 was $0.452 per 1,000 gallons plus an annual demand charge of $320,826 for each million gallons per day as established by the rate of flow controller setting (currently 9.5 million gallons at $3,047,847 annually).

Trinity River Authority Sewage Disposal Agreement

In November 1983, the City and other area municipalities entered into a contract with the Trinity River Authority (the "Authority") for utilization of the Authority's sewer transmission and treatment facilities. Under the contract, the City is required to pay a portion of the annual cash requirement to operate the facility determined by dividing the actual number of gallons discharged into the system by the City by the total number of gallons discharged by all of the participating cities. Accordingly, the future obligations of the City in connection with the contract cannot be estimated since payment varies in direct relationship to gallons discharged. The City has no ownership interest in the Authority or in conjunction with other participating cities.

Total payments made by the City under the contract amounted to $4,779,286 for 2023. The payments are reflected in the accompanying statement of revenues, expenses and changes in net position of the Public Utility Fund. Under the terms of the contract, the City is obligated to make payments for the use of the facilities for the life of the facilities. Further, revenue of the Public Utility Fund are pledged to support payments due the Authority in accordance with the terms of the contract. Such payments are considered operating expenses and, therefore, have priority over principal and interest due on revenue bonds.

Lakeview Regional Water Supply Contract

The City and the Cities of Grand Prairie and Cedar Hill entered into a contract with TRA, dated February 27, 1985, in effect for the useful life of the project, whereby TRA would sell its revenue bonds and construct and operate a water treatment plant, transmission and storage facilities necessary to supply treated water from Joe Pool Lake to the cities. Water intake facilities were financed and constructed in 1986 but the treatment plant and transportation facilities have not been constructed. There are no current plans to construct the treatment plant and transportation facilities for the City necessary to use the raw water from Joe Pool Lake. Under the contract, the City is required to pay its proportionate share (based on a percentage of water usage) of maintenance and operation costs. The City's current payments under the contract, which include debt service on bonds issued by TRA to construct the intake facilities and other costs associated with the facility, were $6,446 this fiscal year.

Dallas Wastewater Treatment Contract

In 2014, the City entered into a thirty-year contract with the City of Dallas to transport and treat wastewater from an area in the northeastern part of the City. Under the contract, the City is required to pay a transportation charge (based on cost of service) and a treatment charge (at the same rate as Dallas is charged by TRA for treatment of the wastewater). The City's current payments for fiscal year 2023 were $376,830.

City of Duncanville Development Agreement with SWH Duncanville, LLC

The City has agreed to rebate taxes to SWH Duncanville, LLC to construct a 65,000 sq. foot Hampton Inn and Suites Hotel. Beginning in FY 2020, the City has agreed to rebate 5% of the Hotel Occupancy Taxes generated by the facility up to $250,000. As of September 30, 2023, $184,172 has been abated.

State and Federal Programs

The City has received federal and state grants for specific purposes that are subject to review and audit by the grantor agencies. Such audits could lead to requests for reimbursement to the grantor agency for expenditures disallowed under terms of the grant. In the opinion of management of the City, disallowed costs, if any, would not be material.

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. During fiscal year 2023, the City purchased commercial insurance to cover these general liabilities from the Texas Municipal League Risk Pool ("TML"). The City pays an annual premium to TML for such coverage. TML purchases reinsurance and the City does not retain the risk of losses. There were no significant reductions in coverage in the past fiscal year, and there were no settlements exceeding insurance coverage in each of the past three fiscal years.

Other Contingencies

There are other claims and pending actions incident to normal operations of the City. In the opinion of the City management and based on consultation with the City's attorney, the City's potential liability in these matters will not have a material impact on the financial statements.

M. Self-Insurance

The City established a comprehensive self-insurance plan for workers' compensation, property and casualty, and general liability coverage. The self-insurance plan encompasses workers' compensation benefits, fire, law enforcement, auto fleet, computer hardware and software, other property, public officials' liability and general liability coverage. A third-party insurance company coinsures with the City for individual claim retention levels and corresponding policy limits as follows: $75,000/$1,000,000 for workers' compensation; $25,000/$62,755,356 for real and personal property; and $25,000/$2,000,000 for liability claims. All claims and maximums are calculated for a plan year ending each September 30. Settled claims have not exceeded the aggregate policy limits in any of the past three fiscal years.

The claim liability reported in the comprehensive self-insurance fund is based on the requirements of GASB 10, "Accounting and Financial Reporting for Risk Financing and Related Insurance Issues," which requires that a liability be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated.

Changes in the funds' claims liability amount in fiscal years 2021, 2022 and 2023 were:

Fiscal Year	Beginning Balance	Current Year Claims and Changes in Estimates	Claims Payments	Ending Balance
2021	$ 105,580	$ 271,294	$ 169,947	$ 206,927
2022	206,927	215,765	288,299	134,393
2023	134,393	224,848	271,291	87,950

Accrued liabilities include provisions for claims reported and claims incurred but not reported. The provision for reported claims is determined by estimating the amount which will ultimately be paid for each claimant. The provision for claims incurred but not yet reported is estimated based on City experience since the inception of the program. All claims are expected to be paid within one year. Premium payments are reported as inter-fund services provided and used; accordingly, they are treated as operating revenues of the Self-Insurance Internal Service Fund and operating expenditures/expenses of the participating funds.

N. Joint Ventures

Southwest Regional Communications Center

The Southwest Regional Communications Center (the Center) provides police, fire, medical aid and emergency service communications to participating cities. The Center's Management Committee is comprised of each of the participating cities' City Manager or their designee. To date, the participating cities have been DeSoto, Duncanville, and Cedar Hill. During fiscal year 2023, the City contributed $1,106,296 to the operations of the Center. The facility's Management Committee is comprised of each of the participating cities' City Manager or their designee. The City has a one-third share in the Center's residual equity excluding the building. The City's equity interest in the joint venture as of September 30, 2023, was $414,349 and is reported in the government wide Statement of Net Position.

Regional Animal Control Shelter

The City also entered into an annually renewable Interlocal Cooperation agreement with the cities of Cedar Hill and DeSoto on September 3, 1991, to establish a Regional Animal Control Shelter facility ("facility"). The facility's Management Committee is comprised of each of the participating cities' City Manager or their designee. During the fiscal year 2023, the City contributed $391,800 to the operations of the facility. The City has a one-third share in the equity of the facility, accounted for in the government wide Statement of Net Position. The value of the City's share in the equity of the facility as of September 30, 2023, is $656,032. The financial statements of the facility can be obtained by contacting: City of Cedar Hill Finance Department, P. O. Box 96, Cedar Hill, TX 75106-0096.

Main Station

On April 25, 2003, MARA, as the General Partner, and the Andersons and the Duncanville Community Economic Development Corporation (DCEDC), as the Limited Partners, entered into the Main Station Agreement under and in accordance with the Texas Revised Limited Partnership Act, Article 6132a-1, of the Texas Revised Civil Statutes. Main Station houses retail and restaurant spaces in Duncanville. The DCEDC has a 32% share in the equity of Main Station, which qualifies as a joint venture and is accounted for in the government-wide statement of net position. The value of the DCEDC's share in Main Station as of September 30, 2023 is ($40,360). The financial statements can be obtained by contacting: Main Station, 111 E. Davis Street, Suite 101, Duncanville, Texas 75116.

O. Tax Abatements

The City's Economic Development Incentive Program, authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380, enables the City to provide grants or reimbursements from the City's general fund or economic development corporation. The City will judge each project applying for incentives under the City's Economic Development Program based on 1) the amount of tax revenues the City expects to be generated by the operation of the commercial enterprise, 2) the extent of economic enhancement and stimulation that the City will derive from location and/or operation of the commercial enterprise's business, 3) the number and quality of new employment opportunities which the City expects will result, directly and indirectly, from the operation of the commercial enterprise, and 4) the availability and priority of funding and resources the City currently has to participate in an incentive program.

Businesses that have an Economic Development Incentive agreement with the City are eligible to receive a reimbursement of property and/or sales and use taxes paid for the year if they have met the requirements outlined in the agreement by a certain date each year. Requirements generally include the construction or expansion of certain retail, manufacturing, or warehousing facilities within the City limits, and maintenance of employment levels on an ongoing basis. For the fiscal year ended September 30, 2023, the City did not rebate any property or sales taxes.

P. Prior Period Adjustment

During the current fiscal year, management determined that certain amounts related to pensions and internal balances were not accurately reported in the government-wide statements in the prior year. The net effect of these adjustments increased beginning net position of the governmental activities by $2,478,630. This amount is presented as a prior period adjustment in the government-wide statement of activities for the year ended September 30, 2023.

Q. New Accounting Guidance

Significant new accounting guidance issued by the Governmental Accounting Standards Board (GASB) not yet implemented by the City include the following:

GASB Statement No. 100, *Accounting Changes and Error Corrections – An Amendment of GASB Statement No. 62* - The primary objective of this statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. This statement will become effective for reporting periods beginning after June 15, 2023.

GASB Statement No. 101, *Compensated Absences* - The objective of this statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. This statement will become effective for reporting periods beginning after December 15, 2023.

GASB Statement No. 102, *Certain Risk Disclosures* – This statement requires governments to disclose essential information about risks related to vulnerabilities due to certain concentrations or constraints. Concentrations and constraints may limit a government's ability to acquire resources or control spending. The requirements of Statement No. 102 are effective for fiscal years beginning after June 15, 2024.

GASB Statement No. 103, *Financial Reporting Model Improvements* – This statement focuses on improvements in the following areas:

- Management's discussion and analysis (MD&A)
- Unusual or infrequent items
- Presentation of proprietary fund statement of revenues, expenses and changes in fund net position
- Major component unit information
- Budgetary comparison information
- Financial trends information in the statistical section.

The requirements of this statement are effective for fiscal years beginning after June 15, 2025.

GASB Statement No. 104, *Disclosure of Certain Capital Assets* – This statement requires certain types of capital assets to be disclosed separately in the capital assets note disclosures. Lease assets recognized in accordance with Statement No. 87, *Leases*, and intangible right-to-use assets recognized in accordance with Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, should be disclosed separately by major class of underlying asset in the capital assets note disclosures. Subscription assets recognized in accordance with Statement No. 96, *Subscription-Based Information Technology Arrangements*, also should be separately disclosed. In addition, this statement requires intangible assets other than those three types to be disclosed separately by major class.

This statement also requires additional disclosures for capital assets held for sale. A capital asset is a capital asset held for sale if (a) the government has decided to pursue the sale of the capital asset and (b) it is probable that the sale will be finalized within one year of the financial statement date. Governments should consider relevant factors to evaluate the likelihood of the capital asset being sold within the established time frame. This Statement requires that capital assets held for sale be evaluated each reporting period. Governments should disclose (1) the ending balance of capital assets held for sale, with separate disclosure for historical cost and accumulated depreciation by major class of asset, and (2) the carrying amount of debt for which the capital assets held for sale are pledged as collateral for each major class of asset. The requirements of this statement are effective for fiscal years beginning after June 15, 2025.

REQUIRED
SUPPLEMENTARY INFORMATION

Duncanville
City of Champions

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CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GENERAL FUND
BUDGET AND ACTUAL

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Property taxes	$ 20,805,379	$ 20,805,379	$ 20,944,690	$ 139,311
Sales taxes	9,538,417	9,943,417	9,962,571	19,154
Franchise fees and other	1,739,000	1,739,000	1,967,160	228,160
Fines and forfeitures	368,500	368,500	307,623	(60,877)
Licenses, permits and fees	1,526,050	1,526,050	1,487,288	(38,762)
Intergovernmental	128,992	128,992	246,937	117,945
Investment earnings	67,700	67,700	2,432,065	2,364,365
Miscellaneous	757,900	757,900	895,780	137,880
Total revenues	34,931,938	35,336,938	38,244,114	2,907,176
EXPENDITURES				
Current:				
General government	5,487,938	5,560,409	5,297,776	262,633
Public safety:				
Police	10,647,897	10,653,603	10,625,089	28,514
Fire	7,544,532	7,533,022	7,824,490	(291,468)
Public works	7,398,617	7,381,012	5,817,349	1,563,663
Finance	1,499,067	1,735,587	1,713,638	21,949
Neighborhood and planning	1,323,627	1,314,817	1,257,825	56,992
Parks and recreation	3,293,025	3,291,253	3,202,682	88,571
Capital outlay	-	2,816,635	1,479,352	1,337,283
Total expenditures	37,194,703	40,286,338	37,218,201	3,068,137
Excess (deficiency) of revenues over expenditures	(2,262,765)	(4,949,400)	1,025,913	5,975,313
OTHER FINANCING SOURCES (USES)				
Transfers in	2,831,301	2,869,098	2,830,301	(38,797)
Transfers out	(201,958)	(831,669)	(1,013,018)	(181,349)
Total other financing sources (uses)	2,629,343	2,037,429	1,817,283	(220,146)
NET CHANGE IN FUND BALANCE	366,578	(2,911,971)	2,843,196	5,755,167
FUND BALANCE - BEGINNING	19,971,749	19,971,749	19,971,749	-
FUND BALANCE - ENDING	$ 20,338,327	$ 17,059,778	$ 22,814,945	$ 5,755,167

Duncanville
City of Champions

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CITY OF DUNCANVILLE, TEXAS

NOTES TO BUDGETARY SCHEDULES

SEPTEMBER 30, 2023

Budgetary Information

The budget is prepared in accordance with accounting principles generally accepted in the United States of America. The City maintains strict budgetary controls. The objective of these controls is to ensure compliance with legal provision embodied in the annual appropriated budget approved by the City Council and as such is a good management control device. Annual budgets are adopted for the general, debt service, hotel occupancy tax, and drainage fees funds. Project-length financial plans are adopted for capital projects funds.

Budgetary preparation and control are exercised at the department level. Actual expenditures may not legally exceed appropriations at the fund level. Appropriations lapse at year-end.

For the fiscal year ended September 30, 2023, actual expenditures did not exceed budgeted expenditures at the fund level for any of the City's funds.

Excess of Expenditures over Appropriations

Expenditures exceeded appropriations in the Public Safety – Fire function of the General Fund by $291,468. This overage was funded with existing fund balance.

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM

FOR THE YEAR ENDED SEPTEMBER 30, 2023

Measurement Date December 31,	**2022**	**2021**	**2020**	**2019**
Total pension liability				
Service cost	$ 2,461,550	$ 2,222,268	$ 2,186,257	$ 2,209,769
Interest on total pension liability	7,922,566	7,721,008	7,547,114	7,374,472
Changes of benefit terms	-	-	-	-
Difference between expected and actual experience	(532,027)	152,732	(129,746)	129,524
Change of assumptions	-	-	-	(42,112)
Benefit payments/refunds of contributions	(7,407,992)	(7,051,235)	(7,039,592)	(7,173,166)
Net change in total pension liability	2,444,097	3,044,773	2,564,033	2,498,487
Total pension liability, beginning	119,844,564	116,799,791	114,235,758	111,737,271
Total pension liability, ending (a)	$ 122,288,661	$ 119,844,564	$ 116,799,791	$ 114,235,758
Plan fiduciary net position				
Contributions - employer	$ 1,351,321	$ 1,304,415	$ 1,369,983	$ 1,334,433
Contributions - employee	1,418,177	1,282,430	1,250,311	1,221,682
Net investment income	(9,455,835)	15,475,840	8,692,970	15,974,107
Benefit payments/refunds of contributions	(7,407,992)	(7,051,235)	(7,039,592)	(7,173,166)
Administrative expenses	(82,050)	(71,752)	(56,357)	(90,391)
Other	97,910	491	(2,199)	(2,715)
Net change in fiduciary net position	(14,078,469)	10,940,189	4,215,116	11,263,950
Fiduciary net position, beginning	129,894,752	118,954,563	114,739,447	103,475,497
Fiduciary net position, ending (b)	$ 115,816,283	$ 129,894,752	$ 118,954,563	$ 114,739,447
Net pension liability = (a)-(b)	6,472,378	(10,050,188)	(2,154,772)	(503,689)
Fiduciary net position as a percentage of total pension liability	95%	108%	102%	100%
Covered payroll	$ 20,259,674	$ 18,320,426	$ 17,861,579	$ 17,452,598
Net Pension Liability as a percentage of covered payroll	32%	-55%	-12%	-3%

Note: GASB Statement No. 68 requires 10 years of data to be provided in this schedule. As of yearend, all years are not available. Additional years will be added in the future as the information becomes available.

2018	2017	2016	2015	2014
$ 2,144,947	$ 2,056,646	$ 1,968,819	$ 1,737,352	$ 1,535,331
7,232,501	7,067,274	6,840,894	6,476,370	6,300,383
-	-	3,051,493	-	-
(364,794)	(82,975)	454,847	11,193	(121,074)
-	-	-	2,777,068	-
(6,702,143)	(6,572,445)	(5,336,944)	(5,347,455)	(5,255,637)
2,310,511	2,468,500	6,979,109	5,654,528	2,459,003
109,426,760	106,958,260	99,979,151	94,324,623	91,865,620
$ 111,737,271	$ 109,426,760	$ 106,958,260	$ 99,979,151	$ 94,324,623
$ 1,333,573	$ 1,209,633	$ 531,144	$ 584,156	$ 788,439
1,183,186	1,138,065	1,090,327	1,047,974	992,641
(3,323,175)	14,034,805	6,651,413	150,672	5,716,291
(6,702,143)	(6,572,445)	(5,336,944)	(5,347,455)	(5,255,637)
(64,291)	(72,773)	(75,151)	(91,784)	(59,693)
(3,359)	(3,688)	(4,047)	(4,535)	(4,908)
(7,576,209)	9,733,597	2,856,742	(3,660,972)	2,177,133
111,051,706	101,318,109	98,461,367	102,122,339	99,945,206
$ 103,475,497	$ 111,051,706	$ 101,318,109	$ 98,461,367	$ 102,122,339
8,261,774	(1,624,946)	5,640,151	1,517,784	(7,797,716)
93%	101%	95%	98%	108%
$ 16,902,658	$ 16,258,070	$ 15,576,098	$ 14,861,868	$ 14,180,579
49%	-10%	36%	10%	-55%

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF CITY CONTRIBUTIONS
TEXAS MUNICIPAL RETIREMENT SYSTEM

FOR THE YEAR ENDED SEPTEMBER 30, 2023

Fiscal Year Ended September 30,	**2023**	**2022**	**2021**	**2020**
Actuarially determined contribution	$ 1,317,340	$ 1,366,398	$ 1,354,322	$ 1,377,995
Contributions in relation to the actuarially determined contribution	1,317,340	1,366,398	1,354,322	1,377,995
Contribution deficiency (excess)	-	-	-	-
Covered payroll	20,930,275	20,184,988	18,651,462	17,978,835
Contributions as a percentage of covered payroll	6.3%	6.8%	7.3%	7.7%

NOTES TO SCHEDULE OF CONTRIBUTIONS

Valuation Date:

Actuarially determined contribution rates are calculated as of December 31st and become effective in January 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial cost method	Entry Age Normal
Amortization method	Level Percentage of Payroll, Closed
Remaining amortization period	14 years
Asset valuation method	10 year smoothed fair value; 12% soft corridor
Inflation	2.5%
Salary increases	3.5% to 11.5% including inflation
Investment rate of return	6.75%
Retirement age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014 - 2018.
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

2019	2018	2017	2016	2015	2014
$ 1,336,121	$ 1,201,932	$ 784,260	$ 539,816	$ 632,759	$ 766,572
1,336,121	1,237,718	971,262	518,334	615,462	745,409
-	(35,786)	(187,002)	21,482	17,297	21,163
17,316,010	16,646,529	16,076,166	15,295,736	14,685,372	13,726,284
7.7%	7.4%	6.0%	3.4%	4.2%	5.4%

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY
AND RELATED RATIOS

FOR THE YEAR ENDED SEPTEMBER 30, 2023

Measurement Date December 31,	**2022**	**2021**	**2020**	**2019**
Total OPEB liability				
Service cost	$ 227,813	$ 174,812	$ 265,048	$ 228,787
Interest on total OPEB liability	48,835	54,480	140,757	175,478
Difference between expected and acutal experience	(683,877)	1,196	(896,874)	49,296
Changes of benefit term	(832,475)	-	(1,852,930)	-
Changes in assumptions	(161,415)	(198,959)	171,781	176,692
Benefit payments	(111,600)	(144,318)	(209,843)	(309,808)
Net change in total OPEB liability	(1,512,719)	(112,789)	(2,382,061)	320,445
Total OPEB liability, beginning	2,595,981	2,708,770	5,090,831	4,770,386
Total OPEB liability, ending (a)	$ 1,083,262	$ 2,595,981	$ 2,708,770	$ 5,090,831
Covered-employee payroll	$ 20,259,674	$ 18,165,704	$ 17,861,579	$ 17,380,147
Total OPEB liability as a percentage of covered payroll	5%	14%	15%	29%

Note: GASB Statement No. 75 requires 10 years of data to be provided in this schedule. As of yearend, all years are not available. Additional years will be added in the future as the information becomes available.

Note: Changes in assumptions reflect changes in the discount rate.

Note: No assets are accumulated in a trust that meets the criteria of paragraph 4 of GASB Statement No. 75.

2018	2017
$ 154,311	$ 134,816
104,255	110,240
1,426,385	215,993
-	-
187,140	139,792
(348,468)	(360,209)
1,523,623	240,632
3,246,763	3,006,131
$ 4,770,386	$ 3,246,763
$ 16,409,275	$ 15,767,076
29%	21%

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COMBINING AND INDIVIDUAL FUND STATEMENTS AND SCHEDULES

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NONMAJOR GOVERNMENTAL FUNDS

The Special Revenue Funds are used to account for specific revenue sources (other than major capital projects) that are legally restricted to expenditures for specified purposes.

Hotel Motel Tax Fund - To account for monies received from a tax upon the cost of occupancy in hotels and motels, the revenues of which may be expended to promote tourism and the convention and hotel industry.

Drainage Fees Fund - To account for funds received from user fees for major stormwater drainage improvement projects throughout the City. The Drainage Fees fund was created to reduce flooding, reduce creek erosion, and comply with EPA mandates regarding storm water management.

Traffic Improvement and Safety Fund – To account for funds received from red light ticket fines used to improve traffic safety.

Grants Fund - To account for funds granted to the City by state and federal governments to be used for public safety and cultural and recreational purposes.

Court Technology Fund - To account for funds received from Municipal court fines to be used for upgrading technology.

Court Security Fund - To account for funds received from Municipal court fines to be used for providing security to the Municipal Court.

Juvenile Case Manager Fund – To account for funds received from Municipal court fines to be used only to finance the salary and benefits of a juvenile case manager.

Asset Forfeiture Fund – To account for money awards by the courts to the Police Department.

Emergency Relief Fund – To account for funds received from the CARES Act to pay for necessary expenditures incurred due to the public health emergency created by the COVID 19 pandemic.

Tax Incremental Financing Fund - To account for monies received from property tax increment funds to facilitate the development or redevelopment of economically distressed areas of the City.

Capital Projects Funds are used to account for the acquisition and construction of major capital facilities.

Street Capital Improvements Fund - To account for the construction of major thoroughfares and petition paving projects.

Park Capital Improvements Fund – To account for various improvements made in the City’s parks and recreational facilities.

Alley Capital Improvements Fund – To account for the various improvements made in the City’s alleys.

Paving Assessment Fund – To account for paving assessment for the construction of paving projects.

CITY OF DUNCANVILLE, TEXAS

COMBINING BALANCE SHEET - NONMAJOR GOVERNMENTAL FUNDS

SEPTEMBER 30, 2023

	Special Revenue Funds		
	Hotel Motel Tax	Drainage Fees	Traffic I&S
ASSETS			
Cash and investments	$ 4,047,195	$ 1,994,271	$ 100
Receivables, net of allowance	98,584	81,399	-
Due from other governments	-	-	-
Due from other funds	-	58,483	-
Total assets	4,145,779	2,134,153	100
LIABILITIES			
Accounts payable	4,471	105,588	-
Accrued liabilities	2,247	1,074	-
Due to other funds	-	-	-
Unearned revenue	-	-	-
Total liabilities	6,718	106,662	-
DEFERRED INFLOWS OF RESOURCES			
Unavaliable revenue	-	-	-
Total deferred inflows of resources	-	-	-
FUND BALANCES			
Restricted for:			
Public safety	-	-	100
Economic development	4,139,061	-	-
Capital projects	-	2,027,491	-
Unassigned	-	-	-
Total fund balances	4,139,061	2,027,491	100
Total liabilities, deferred inflows of resources, and fund balances	$ 4,145,779	$ 2,134,153	$ 100

Special Revenue Funds				
Grants	Court Technology	Court Security	Juvenile Case Manager	Asset Forfeiture
$ 249,880	$ 49,363	$ 62,775	$ 722	$ 971,817
10,893	-	-	-	-
52,868	-	-	-	-
-	-	1,000	-	-
313,641	49,363	63,775	722	971,817
19,057	183	-	-	13,704
614	-	-	-	-
-	-	-	1,000	-
-	-	-	-	98,120
19,671	183	-	1,000	111,824
-	-	-	-	-
-	-	-	-	-
-	49,180	63,775	-	859,993
293,970	-	-	-	-
-	-	-	-	-
-	-	-	(278)	-
293,970	49,180	63,775	(278)	859,993
$ 313,641	$ 49,363	$ 63,775	$ 722	$ 971,817

CITY OF DUNCANVILE, TEXAS

COMBINING BALANCE SHEET - NONMAJOR GOVERNMENTAL FUNDS

SEPTEMBER 30, 2023

	Special Revenue Funds		Capital Projects Funds
	Emergency Relief	Tax Incremental Financing	Street Capital Improvements
ASSETS			
Cash and investments	$ -	$ 509,934	$ 1,313,005
Receivables, net of allowance	-	-	-
Due from other governments	-	-	-
Due from other funds	-	-	-
Total assets	-	509,934	1,313,005
LIABILITIES			
Accounts payable	-	-	324,513
Accrued liabilities	-	-	-
Due to other funds	-	-	-
Unearned revenue	-	-	-
Total liabilities	-	-	324,513
DEFERRED INFLOWS OF RESOURCES			
Unavaliable revenue	-	-	-
Total deferred inflows of resources	-	-	-
FUND BALANCES			
Restricted for:			
Public safety	-	-	-
Economic development	-	509,934	-
Capital projects	-	-	988,492
Unassigned	-	-	-
Total fund balances	-	509,934	988,492
Total liabilities, deferred inflows of resources, and fund balances	$ -	$ 509,934	$ 1,313,005

Capital Projects Funds			
Parks Capital Improvements	Alley Capital Improvements	Paving Assessment	Total Nonmajor Governmental Funds
$ 5,334,053	$ 456,248	$ -	$ 14,989,363
-	-	51,015	241,891
372,491	-	-	425,359
-	-	-	59,483
5,706,544	456,248	51,015	15,716,096
736,625	23,618	-	1,227,759
-	-	-	3,935
-	-	-	1,000
-	-	-	98,120
736,625	23,618	-	1,330,814
372,491	-	51,015	423,506
372,491	-	51,015	423,506
-	-	-	973,048
-	-	-	4,942,965
4,597,428	432,630	-	8,046,041
-	-	-	(278)
4,597,428	432,630	-	13,961,776
$ 5,706,544	$ 456,248	$ 51,015	$ 15,716,096

CITY OF DUNCANVILLE, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - NONMAJOR GOVERNMENTAL FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Special Revenue Funds		
	Hotel Motel Tax	Drainage Fees	Traffic I&S
REVENUES			
Hotel occupancy tax	$ 1,286,661	$ -	$ -
Fines and forfeitures	-	-	-
Licenses, permits and fees	-	741,746	-
Intergovernmental	-	-	-
Miscellaneous	-	-	100
Total revenues	1,286,661	741,746	100
EXPENDITURES			
Current:			
General government	452,762	-	-
Public safety:			
Police	-	-	-
Fire	-	-	-
Development services	-	63,158	-
Parks and recreation	-	-	-
Financial services	-	-	-
Capital outlay	-	249,157	-
Total expenditures	452,762	312,315	-
Excess (deficiency) of revenue over expenditures	833,899	429,431	100
OTHER FINANCING SOURCES (USES)			
Transfer in	-	-	-
Transfer out	(31,268)	-	-
Total other financing sources (uses)	(31,268)	-	-
NET CHANGE IN FUND BALANCES	802,631	429,431	100
FUND BALANCES - BEGINNING	3,336,430	1,598,060	-
FUND BALANCES - ENDING	$ 4,139,061	$ 2,027,491	$ 100

Special Revenue Funds				
Grants	Court Technology	Court Security	Juvenile Case Manager	Asset Forfeiture
$ -	$ -	$ -	$ -	$ -
-	7,072	8,420	-	580,222
367	-	-	9,295	-
218,235	-	-	-	-
19,443	-	-	-	-
238,045	7,072	8,420	9,295	580,222
-	-	221	-	1,819
5,829	-	-	-	107,529
1,444	-	-	-	-
723	-	-	-	-
84,492	-	-	-	-
-	-	-	843	-
142,248	-	-	100	-
234,736	-	221	943	109,348
3,309	7,072	8,199	8,352	470,874
-	-	-	-	-
-	-	-	(9,000)	-
-	-	-	(9,000)	-
3,309	7,072	8,199	(648)	470,874
290,661	42,108	55,576	370	389,119
$ 293,970	$ 49,180	$ 63,775	$ (278)	$ 859,993

CITY OF DUNCANVILLE, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - NONMAJOR GOVERNMENTAL FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Special Revenue Funds		Capital Projects Funds
	Emergency Relief	Tax Incremental Financing	Street Capital Improvements
REVENUES			
Hotel occupancy tax	$ -	$ -	$ -
Fines and forfeitures	-	-	-
Licenses, permits and fees	-	-	-
Intergovernmental	-	-	-
Miscellaneous	-	-	-
Total revenues	-	-	-
EXPENDITURES			
Current:			
General government	-	-	-
Public safety:			
Police	123,734	-	-
Fire	-	-	-
Development services	-	-	-
Parks and recreation	-	-	-
Financial services	-	-	-
Capital outlay	-	-	491,383
Total expenditures	123,734	-	491,383
Excess (deficiency) of revenue over expenditures	(123,734)	-	(491,383)
OTHER FINANCING SOURCES (USES)			
Transfer in	310,081	97,937	585,000
Transfer out	-	-	-
Total other financing sources (uses)	310,081	97,937	585,000
NET CHANGE IN FUND BALANCES	186,347	97,937	93,617
FUND BALANCES - BEGINNING	(186,347)	411,997	894,875
FUND BALANCES - ENDING	$ -	$ 509,934	$ 988,492

Capital Projects Funds			
Parks Capital Improvements	Alley Capital Improvements	Paving Assessment	Total Nonmajor Governmental Funds
$ -	$ -	$ -	$ 1,286,661
-	-	-	595,714
-	-	-	751,408
-	-	-	218,235
-	-	-	19,543
-	-	-	2,871,561
-	-	-	454,802
-	-	-	237,092
-	-	-	1,444
-	-	-	63,881
-	-	-	84,492
-	-	-	843
1,138,030	64,217	-	2,085,135
1,138,030	64,217	-	2,927,689
(1,138,030)	(64,217)	-	(56,128)
494,415	150,000	-	1,637,433
-	-	-	(40,268)
494,415	150,000	-	1,597,165
(643,615)	85,783	-	1,541,037
5,241,043	346,847	-	12,420,739
$ 4,597,428	$ 432,630	$ -	$ 13,961,776

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
DEBT SERVICE FUND
BUDGET AND ACTUAL

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Property taxes	$ 844,829	$ 844,829	$ 849,134	$ 4,305
Investment earnings	12,500	12,500	31,450	18,950
Total revenue	857,329	857,329	880,584	23,255
EXPENDITURES				
Debt service:				
Principal	795,000	795,000	795,000	-
Interest and other	689,600	689,600	688,506	1,094
Total expenditures	1,484,600	1,484,600	1,483,506	1,094
NET CHANGE IN FUND BALANCE	(627,271)	(627,271)	(602,922)	24,349
FUND BALANCE - BEGINNING	1,233,289	1,233,289	1,233,289	-
FUND BALANCE - ENDING	$ 606,018	$ 606,018	$ 630,367	$ 24,349

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
HOTEL OCCUPANCY TAX FUND
BUDGET AND ACTUAL

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Hotel occupancy tax	$ 891,000	$ 891,000	$ 1,286,661	$ 395,661
Investment earnings	500	500	-	(500)
Total revenues	891,500	891,500	1,286,661	395,161
EXPENDITURES				
Current:				
General government	796,856	796,856	452,762	344,094
Total expenditures	796,856	796,856	452,762	344,094
Excess (deficiency) of revenues over expenditures	94,644	94,644	833,899	739,255
OTHER FINANCING SOURCES (USES)				
Transfers out	(31,268)	(31,268)	(31,268)	-
Total other financing sources (uses)	(31,268)	(31,268)	(31,268)	-
NET CHANGE IN FUND BALANCE	63,376	63,376	802,631	(739,255)
FUND BALANCE - BEGINNING	3,336,430	3,336,430	3,336,430	-
FUND BALANCE - ENDING	$ 3,399,806	$ 3,399,806	$ 4,139,061	$ 739,255

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
DRAINAGE FEES FUND
BUDGET AND ACTUAL

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Licenses and permits	$ 780,000	$ 780,000	$ 741,746	$ (38,254)
Investment earnings	200	200	-	(200)
Total revenues	780,200	780,200	741,746	(38,454)
EXPENDITURES				
Current:				
Development services	307,283	307,283	63,158	244,125
Capital outlay	1,425,147	1,559,358	249,157	1,310,201
Total expenditures	1,732,430	1,866,641	312,315	1,554,326
NET CHANGE IN FUND BALANCE	(952,230)	(1,086,441)	429,431	1,515,872
FUND BALANCE - BEGINNING	1,598,060	1,598,060	1,598,060	-
FUND BALANCE - ENDING	$ 645,830	$ 511,619	$ 2,027,491	$ 1,515,872

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF DETAILED REVENUES
ENTERPRISE FUNDS
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
UTILITY FUND				
WATER				
Sale of water	$ 8,683,149	$ 8,683,149	$ 9,384,146	$ 700,997
Water taps	10,000	10,000	16,088	6,088
Total water	8,693,149	8,693,149	9,400,234	707,085
SEWER				
Sewer charges	10,185,340	10,185,340	9,820,074	(365,266)
Sewer taps	4,500	4,500	3,200	(1,300)
Total sewer	10,189,840	10,189,840	9,823,274	(366,566)
PENALTIES	130,000	130,000	149,961	19,961
OTHER				
Service charges	120,000	120,000	148,503	28,503
City services reimbursement	37,777	37,777	23,945	(13,832)
Miscellaneous	37,600	37,600	111,059	73,459
Total other	195,377	195,377	283,507	88,130
INTEREST INCOME	18,100	18,100	268,328	250,228
Total revenues - Utility Fund	$ 19,226,466	$ 19,226,466	$ 19,925,304	$ 698,838
SOLID WASTE FUND				
SOLID WASTE CHARGES	$ 4,726,156	$ 4,726,156	$ 4,705,862	$ (20,294)
INTEREST INCOME	500	500	-	(500)
Total revenues - Solid Waste Fund	$ 4,726,656	$ 4,726,656	$ 4,705,862	$ (20,794)
FIELDHOUSE SPORTS FACILITY				
SPORTS FACILITY	$ 2,031,975	$ 2,031,975	$ 1,983,218	$ (48,757)
Total revenues - sports facility fund	$ 2,031,975	$ 2,031,975	$ 1,983,218	$ (48,757)
Total revenues - enterprise funds	$ 25,985,097	$ 25,985,097	$ 26,614,384	$ 629,287

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF DETAILED EXPENDITURES
ENTERPRISE FUNDS
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Salaries and Benefits	Supplies	Other Services
UTILITY FUND			
WATER/WASTEWATER SERVICES	$ 1,365,777	$ 357,534	$ 9,569,017
ADMINISTRATION AND FISCAL			
Utility administration	68,159	6,747	31,809
Utility accounting	458,383	61,911	419,999
Total utility fund expenditures	$ 1,892,319	$ 426,192	$ 10,020,825
SOLID WASTE FUND			
SOLID WASTE	$ 273,463	$ 17,672	$ 3,787,848
Total solid waste fund expenditures	$ 273,463	$ 17,672	$ 3,787,848
FIELDHOUSE SPORTS FACILITY			
SPORTS FACILITY	546,957	236,097	518,818
INTEREST AND FISCAL CHARGES	-	-	84,916
Total sports facility fund expenditures	$ 546,957	$ 236,097	$ 603,734
Total enterprise fund expenditures	$ 2,712,739	$ 679,961	$ 14,412,407
Reconciliation from budgetary basis (modified accrual) to full accrual:			
Total modified accrual expenditures			
Reconciling items:			
Capital outlay			
Depreciation and amortization			
Interest expense			
Total full accrual operating expenses			

Maintenance	Capital	Total	Original Budget	Final Budget	Variance With Final Budget Positive (Negative)
$ 155,826	$ 5,291,427	$ 16,739,581	$ 18,164,545	$ 19,157,216	$ 2,417,635
-	-	106,715	258,951	218,951	112,236
7,390	-	947,683	1,125,002	1,125,002	177,319
$ 163,216	$ 5,291,427	$ 17,793,979	$ 19,548,498	$ 20,501,169	$ 2,707,190
$ 6,727	$ -	$ 4,085,710	$ 4,549,211	$ 4,549,211	$ 463,501
$ 6,727	$ -	$ 4,085,710	$ 4,549,211	$ 4,549,211	$ 463,501
30,866	-	1,332,738	1,420,606	1,420,606	87,868
-	-	84,916	53,975	53,975	(30,941)
$ 30,866	$ -	$ 1,417,654	$ 1,420,606	$ 1,420,606	$ 2,952
$ 200,809	$ 5,291,427	$ 23,297,343	$ 25,518,315	$ 26,470,986	$ 3,173,643
		$ 23,297,343			
		(5,291,427)			
		1,779,870			
		(84,916)			
		$ 19,700,870			

Duncanville
City of Champions

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INTERNAL SERVICE FUNDS

The Internal Service Funds are used to account for the financing of services provided by one department to other departments of the City on a cost-reimbursement basis. The Internal Service Funds are members of the proprietary fund category and as such are accounted for on the accrual basis of accounting. There are three funds within the Internal Service Funds:

Fleet Replacement Fund - To account for the financing and expenses related to the purchase of fleet and equipment.

Information Technology Replacement Fund – To account for the financing and expenses related to the purchase of computers, servers and other information technology equipment.

Comprehensive Self-Insurance Fund – To account for the costs associated with the general liability, property and casualty, and workers' compensation self-insurance program established by the City.

CITY OF DUNCANVILLE, TEXAS

COMBINING STATEMENT OF NET POSITION -
INTERNAL SERVICE FUNDS

SEPTEMBER 30, 2023

	Fleet Replacement	Info Tech Replacement	Comprehensive Self-Insurance	Total
ASSETS				
Current assets:				
Cash and cash equivalents	$ 2,923,699	$ 282,663	$ 642,858	$ 3,849,220
Receivables, net of allowance	-	-	30,000	30,000
Prepaid items	647,079	-	-	647,079
Total current assets	3,570,778	282,663	672,858	4,526,299
Non-current assets:				
Equipment and furniture	12,711,652	-	-	12,711,652
Less: accumulated depreciation	(10,289,463)	-	-	(10,289,463)
Total non-current assets	2,422,189	-	-	2,422,189
Total assets	5,992,967	282,663	672,858	6,948,488
LIABILITIES				
Current liabilities:				
Accounts payable	642,231	73,465	87,950	803,646
Total liabilities	642,231	73,465	87,950	803,646
NET POSITION				
Net investment in capital assets	2,422,189	-	-	2,422,189
Unrestricted	2,928,547	209,198	584,908	3,722,653
Total net position	$ 5,350,736	$ 209,198	$ 584,908	$ 6,144,842

CITY OF DUNCANVILLE, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
FUND NET POSITION - INTERNAL SERVICE FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Fleet Replacement	Info Tech Replacement	Comprehensive Self-Insurance	Total
OPERATING REVENUES				
Charges for services	$ 1,003,927	$ 152,493	$ 468,050	$ 1,624,470
Miscellaneous	29,295	-	-	29,295
Total operating revenues	1,033,222	152,493	468,050	1,653,765
OPERATING EXPENSES				
Claims and provision	-	-	561,418	561,418
Equipment	47,968	169,962	-	217,930
Depreciation	554,303	-	-	554,303
Total operating expenses	602,271	169,962	561,418	1,333,651
OPERATING INCOME	430,951	(17,469)	(93,368)	320,114
NON-OPERATING REVENUES (EXPENSES)				
Gain on disposal of property	46,597	-	-	46,597
Total nonoperating revenues (expenses)	46,597	-	-	46,597
INCOME (LOSS) BEFORE TRANSFERS	477,548	(17,469)	(93,368)	366,711
Transfers in	60,000	-	-	60,000
CHANGE IN NET POSITION	537,548	(17,469)	(93,368)	426,711
TOTAL NET POSITION - BEGINNING	4,813,188	226,667	678,276	5,718,131
TOTAL NET POSITION - ENDING	$ 5,350,736	$ 209,198	$ 584,908	$ 6,144,842

CITY OF DUNCANVILLE, TEXAS

COMBINING STATEMENT OF CASH FLOWS -
INTERNAL SERVICE FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Fleet Replacement	Info Tech Replacement	Comprehensive Self-Insurance	Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from interfund charges for services	$ 1,033,222	$ 152,493	$ 438,050	$ 1,623,765
Payments to suppliers and service providers	(98,256)	(141,918)	(604,240)	(844,414)
Net cash provided (used) by operating activities	934,966	10,575	(166,190)	779,351
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers from other funds	60,000	-	-	60,000
Net cash provided by noncapital financing activities	60,000	-	-	60,000
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES				
Acquisition and construction of capital assets	(514,506)	-	-	(514,506)
Disposal of capital assets	46,597	-	-	46,597
Net cash provided by capital and related financing activities	(467,909)	-	-	(467,909)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	527,057	10,575	(166,190)	371,442
CASH AND CASH EQUIVALENTS - BEGINNING	2,396,642	272,088	809,048	3,477,778
CASH AND CASH EQUIVALENTS - ENDING	2,923,699	282,663	642,858	3,849,220
Reconciliation of operating income (loss) to net cash provided (used for) operating activities:				
Operating income (loss)	430,951	(17,469)	(93,368)	320,114
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities:				
Depreciation	554,303	-	-	554,303
(Increase) decrease in accounts receivable	-	-	(30,000)	(30,000)
(Increase) decrease in prepaid items	(647,079)	-	20,036	(627,043)
Increase (decrease) in accounts payable	596,791	28,044	71,535	696,370
Increase (decrease) in accrued liabilities	-	-	(134,393)	(134,393)
Total adjustments	504,015	28,044	(72,822)	459,237
Net cash provided (used) by operating activities	$ 934,966	$ 10,575	$ (166,190)	$ 779,351

DISCRETELY PRESENTED COMPONENT UNIT
FUND FINANCIAL STATEMENTS

Duncanville
City of Champions

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CITY OF DUNCANVILLE, TEXAS

BALANCE SHEET - DISCRETELY PRESENTED COMPONENT UNIT

SEPTEMBER 30, 2023

	Duncanville Community and Economic Development Corporation
ASSETS	
Cash and investments	$ 4,543,330
Restricted cash and investments	2,055,649
Accounts receivable	566,342
Total assets	7,165,321
LIABILITIES	
Accounts payable	186,945
Accrued liabilities	15,519
Total liabilities	202,464
FUND BALANCES	
Restricted for:	
Economic development	6,962,857
Total fund balance	6,962,857
Total liabilities and fund balance	$ 7,165,321

CITY OF DUNCANVILLE, TEXAS

RECONCILIATION OF THE DISCRETELY PRESENTED COMPONENT UNIT
BALANCE SHEET TO THE STATEMENT OF NET POSITION

SEPTEMBER 30, 2023

	Duncanville Community and Economic Development Corporation
Total Fund Balance - Component Unit	$ 6,962,857
Amounts reported for the component unit in the statement of net position are different because:	
Capital assets are used in the component unit are not current financial resources and therefore are not reported in this fund financial statement. These consist of:	
Land	219,637
Buildings	906,133
Accumulated depreciation	(98,167)
The investment in joint venture is not a current financial resource and therefore is not reported in the fund financial statement.	(40,360)
Net Position of Component Unit	$ 7,950,100

CITY OF DUNCANVILLE, TEXAS

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
DISCRETELY PRESENTED COMPONENT UNIT

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Duncanville Community and Economic Development Corporation
REVENUES	
Sales tax	$ 3,282,230
Investment earnings	59,572
Total revenues	3,341,802
EXPENDITURES	
Current:	
Economic development	1,759,164
Total expenditures	1,759,164
Excess (deficiency) of revenues over expenditures	1,582,638
FUND BALANCE - BEGINNING	5,380,219
FUND BALANCE - ENDING	$ 6,962,857

CITY OF DUNCANVILLE, TEXAS

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE OF THE DISCRETELY PRESENTED COMPONENT UNIT TO THE STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Duncanville Community and Economic Development Corporation
Net Change in Fund Balances - Component Unit	$ 1,582,638
Amounts reported for the component unit in the statement of activities are are different because:	
The fund financial statements do not present revenues that are not available to pay current obligations. In contrast, such revenues are reported in the Statement of Activities when earned.	7,239
Some expenses reported in the statement of activities do not require the use of current financial resources and these are not reported as expenditures in governmental funds.	
Depreciation	(18,123)
Changes in Net Position of Component Unit	$ 1,571,754

STATISTICAL SECTION

Duncanville
City of Champions

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STATISTICAL SECTION
(Unaudited)

This part of the City's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Contents **Pages**

Financial Trends 83 - 92
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity 93 - 96
These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.

Debt Capacity 97 - 101
These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information 102 - 109
This schedule offers demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information 110 - 113
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

CITY OF DUNCANVILLE, TEXAS

NET POSITION BY COMPONENT

LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)
(UNAUDITED)

	Fiscal Year			
	2014	2015	2016	2017
Governmental activities:				
Net investment in capital assets	$ 59,060,297	$ 60,853,814	$ 59,937,098	$ 59,603,623
Restricted	1,921,073	2,022,810	2,766,937	3,619,861
Unrestricted	8,351,034	15,631,437	14,828,820	9,869,375
Total governmental activities net position	$ 69,332,404	$ 78,508,061	$ 77,532,855	$ 73,092,859
Business-type activities:				
Net investment in capital assets	$ 27,375,652	$ 28,576,505	$ 30,923,909	$ 35,548,641
Unrestricted	5,524,627	7,071,561	7,819,164	10,658,338
Total business-type activities net position	$ 32,900,279	$ 35,648,066	$ 38,743,073	$ 46,206,979
Primary government:				
Net investment in capital assets	$ 86,435,949	$ 89,430,319	$ 90,861,007	$ 95,152,264
Restricted	1,921,073	2,022,810	2,766,937	3,619,861
Unrestricted	13,875,661	22,702,998	22,647,984	20,527,713
Total primary government net position	$ 102,232,683	$ 114,156,127	$ 116,275,928	$ 119,299,838

TABLE 1

Fiscal Year					
2018	2019	2020	2021	2022	2023
$ 57,250,105	$ 34,007,758	$ 54,987,476	$ 54,195,373	$ 54,493,709	$ 62,878,358
4,478,493	28,118,603	6,599,995	6,970,162	8,233,351	6,626,254
10,178,096	8,753,484	10,016,045	17,437,215	23,546,179	27,947,409
$ 71,906,694	$ 122,459,265	$ 71,603,516	$ 78,602,750	$ 86,273,239	$ 97,452,021
$ 35,605,438	$ 37,354,472	$ 42,172,911	$ 45,041,387	$ 46,768,084	$ 50,645,509
15,710,431	17,799,000	15,605,925	14,560,733	15,506,276	15,487,292
$ 51,315,869	$ 67,140,959	$ 57,778,836	$ 59,602,120	$ 62,274,360	$ 66,132,801
$ 92,855,543	$ 71,362,230	$ 97,160,388	$ 99,236,760	$ 101,261,793	$ 113,523,867
4,478,493	28,118,603	6,599,995	6,970,162	8,233,351	6,626,254
25,888,527	26,552,484	25,621,969	31,997,948	39,052,455	43,434,701
$ 123,222,563	$ 126,033,317	$ 129,382,352	$ 138,204,870	$ 148,547,599	$ 163,584,822

CITY OF DUNCANVILLE, TEXAS

CHANGES IN NET POSITION

LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year			
	2014	2015	2016	2017
Expenses				
Governmental activities:				
General government	$ 3,131,175	$ 3,623,458	$ 3,606,949	$ 4,102,626
Police	8,206,843	8,510,868	9,072,992	10,664,821
Fire	5,420,014	5,414,580	6,437,830	8,126,333
Finance	1,973,904	1,785,134	2,313,589	2,514,951
Parks and recreation	3,444,064	3,993,745	4,638,475	4,903,571
Public works	5,913,817	6,229,076	7,380,159	8,496,495
Neighborhood and planning	-	-	-	-
Economic development	1,087,047	1,683,374	300,000	300,000
Interest and other fees	108,426	10,183	42,189	35,472
Total governmental activities expenses	29,285,290	31,250,418	33,792,183	39,144,269
Business-type activities:				
Utility	10,466,404	10,449,761	10,755,649	11,741,825
Solid waste	2,241,624	2,481,911	2,488,966	2,633,707
Sports facility	1,533,713	1,883,422	1,662,127	1,578,544
Total business-type activities expenses	14,241,741	14,815,094	14,906,742	15,954,076
Total primary government expenses	$ 43,527,031	$ 46,065,512	$ 48,698,925	$ 55,098,345
Program Revenues				
Governmental activities:				
Charges for services:				
General government	$ 347,798	$ 330,306	$ 430,729	$ 359,955
Police	2,990,850	3,059,268	3,241,775	3,249,015
Fire	663,756	1,036,582	994,287	668,762
Parks and recreation	352,124	311,493	356,552	361,389
Public works	1,056,842	1,053,115	967,758	1,196,582
Operating grants and contributions	332,777	838,435	392,198	1,317,404
Capital grants and contributions	120,370	32,770	-	-
Total governmental activities program revenues	5,864,517	6,661,969	6,383,299	7,153,107
Business-type activities:				
Charges for services:				
Utility	$ 13,042,035	$ 14,309,417	$ 15,935,339	$ 18,364,372
Solid waste	2,549,226	2,695,374	2,778,684	2,768,875
Sports facility	837,532	1,025,216	1,002,465	1,099,703
Operating grants and contributions	533,850	630,284	631,171	2,874,738
Total business-type activities program revenues	16,962,643	18,660,291	20,347,659	25,107,688
Total primary government program revenues	$ 22,827,160	$ 25,322,260	$ 26,730,958	$ 32,260,795

TABLE 2

Fiscal Year					
2018	2019	2020	2021	2022	2023
$ 4,317,744	$ 4,238,401	$ 3,784,617	$ 4,323,173	$ 3,622,947	$ 6,404,047
9,583,619	10,484,426	10,525,006	10,154,245	11,872,410	15,107,681
7,094,174	7,944,523	7,148,111	6,394,166	6,864,129	9,450,639
2,189,441	2,018,321	1,524,072	1,275,515	1,196,680	1,992,684
4,703,219	4,584,586	4,123,179	3,822,563	2,817,095	3,685,664
8,669,083	8,830,835	9,048,741	7,950,616	7,497,327	6,535,462
-	-	-	-	1,070,690	1,501,808
300,000	300,000	50,000	-	-	-
28,529	793,999	695,379	749,574	671,617	641,952
36,885,809	39,195,091	36,899,105	34,669,852	35,612,895	45,319,937
12,005,563	12,591,492	12,937,433	13,263,563	13,695,300	13,983,016
2,682,991	2,827,739	3,591,623	3,758,469	4,077,816	4,079,762
1,626,129	1,724,366	1,280,363	1,413,186	1,575,225	1,713,132
16,314,683	17,143,597	17,809,419	18,435,218	19,348,341	19,775,910
$ 53,200,492	$ 56,338,688	$ 54,708,524	$ 53,105,070	$ 54,961,236	$ 65,095,847
$ 388,993	$ 371,518	$ 260,285	$ 250,907	$ 249,823	$ 2,420,385
2,989,143	2,400,204	580,191	559,978	479,897	493,675
609,942	660,909	759,170	1,155,306	1,071,428	743,616
302,750	282,689	175,717	259,242	243,317	280,720
1,058,873	1,152,973	1,361,779	1,550,234	1,383,343	1,730,963
792,205	737,901	1,739,935	2,162,428	2,943,316	6,185,814
30,000	69,522	120,370	59,963	972,375	372,491
6,171,906	5,675,716	4,997,447	5,998,058	7,343,499	12,227,664
$ 18,992,181	$ 18,245,870	$ 17,613,483	$ 16,961,209	$ 18,744,241	$ 19,627,498
3,174,451	3,199,130	4,055,491	4,181,018	4,147,161	4,705,862
1,245,091	1,343,370	699,169	1,177,233	1,296,301	1,333,573
538,650	536,550	533,850	537,800	-	533,775
23,950,373	23,324,920	22,901,993	22,857,260	24,187,703	26,200,708
$ 30,122,279	$ 29,000,636	$ 27,899,440	$ 28,855,318	$ 31,531,202	$ 38,428,372

CITY OF DUNCANVILLE, TEXAS

CHANGES IN NET POSITION

LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year			
	2013	2014	2015	2016
Program Revenues				
Net (expense) revenue:				
Governmental activities	$ (23,420,773)	$ (24,588,449)	$ (27,408,884)	$ (31,991,162)
Business-type activities	2,720,902	3,845,197	5,440,917	9,153,612
Total primary government net (expense) revenue	$ (20,699,871)	$ (20,743,252)	$ (21,967,967)	$ (22,837,550)
General Revenues and Other Changes in Net Position				
Governmental activities:				
Taxes:				
Property	12,496,952	13,133,399	13,852,373	14,950,153
Sales	8,990,427	6,784,940	7,094,565	7,575,577
Franchise	2,201,667	2,154,478	2,035,117	1,992,154
Hotel occupancy	542,191	626,022	779,253	742,865
Unrestricted investment earnings	34,171	36,008	71,906	155,386
Miscellaneous	89,362	505,479	230,398	380,867
Transfers	1,519,188	2,035,859	2,370,066	1,754,164
Total governmental activities	25,873,958	25,276,185	26,433,678	27,551,166
Business-type activities:				
Interest and investment earnings	8,714	11,281	24,156	64,458
Miscellaneous	-	-	-	-
Transfers	(1,519,188)	(2,035,859)	(2,370,066)	(1,754,164)
Total business-type activities	(1,510,474)	(2,024,578)	(2,345,910)	(1,689,706)
Total primary government	24,363,484	23,251,607	24,087,768	25,861,460
Change in Net Position				
Governmental activities	2,453,185	687,736	(975,206)	(4,439,996)
Business-type activities	1,210,428	1,820,619	3,095,007	7,463,906
Total primary government	$ 3,663,613	$ 2,508,355	$ 2,119,801	$ 3,023,910

TABLE 2

Fiscal Year					
2017	2018	2019	2021	2022	2023
$ (30,713,903)	$ (33,519,375)	$ (31,901,658)	$ (28,671,794)	$ (28,269,396)	$ (33,092,273)
7,635,690	6,181,323	5,092,574	4,422,042	4,839,362	6,424,798
$ (23,078,213)	$ (27,338,052)	$ (26,809,084)	$ (24,249,752)	$ (23,430,034)	$ (26,667,475)
15,950,016	17,341,616	18,820,530	20,733,113	19,917,548	21,758,099
8,208,151	8,106,164	7,810,935	8,939,100	9,762,501	9,962,571
2,046,553	1,949,561	1,779,687	1,798,295	1,857,149	1,967,160
752,063	808,374	667,185	848,912	843,213	1,286,661
400,917	1,049,084	849,876	303,622	264,430	3,203,298
418,247	660,004	64,596	415,466	2,235,287	634,603
2,597,840	2,577,723	2,632,520	2,632,520	626,435	2,980,033
30,373,787	32,492,526	32,625,329	35,671,028	35,506,563	41,792,425
136,107	232,775	165,310	33,762	16,543	268,328
-	1,228	-	-	-	145,348
(2,597,840)	(2,577,723)	(2,632,520)	(2,632,520)	(2,183,665)	(2,980,033)
(2,461,733)	(2,343,720)	(2,467,210)	(2,598,758)	(2,167,122)	(2,566,357)
27,912,054	30,148,806	30,158,119	33,072,270	33,339,441	39,226,068
(340,116)	(1,026,849)	723,671	6,999,234	7,237,167	8,700,152
5,173,957	3,837,603	2,625,364	1,823,284	2,672,240	3,858,441
$ 4,833,841	$ 2,810,754	$ 3,349,035	$ 8,822,518	$ 9,909,407	$ 12,558,593

CITY OF DUNCANVILLE, TEXAS

FUND BALANCES OF GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)
(UNAUDITED)

	Fiscal Year		
	2014	2015	2016
General Fund			
Nonspendable	$ 46,500	$ 17,881	$ 17,693
Assigned	2,601,859	890,836	762,361
Unassigned	5,611,888	6,423,539	7,672,447
Total general Fund	$ 8,260,247	$ 7,332,256	$ 8,452,501
All Other Governmental Funds			
Nonspendable	$ -	$ -	$ 10,375
Restricted:			
Debt service	18,437	11,777	55,632
Economic development	427,804	260,930	907,234
Public safety	750,139	1,019,613	1,069,436
Capital projects	743,130	742,267	1,004,565
Unassigned	-	(5,753)	(7,625)
Total all other governmental funds	$ 1,939,510	$ 2,028,834	$ 3,039,617

TABLE 3

Fiscal Year						
2017	2018	2019	2020	2021	2022	2023
$ 18,189	$ 38,937	$ 14,127	$ 2,479	$ 12,154	$ -	$ 25,157
1,505,544	2,151,559	2,924,454	2,410,923	2,684,904	3,007,977	2,367,868
8,447,281	9,035,392	9,816,022	11,712,217	15,256,108	16,963,772	20,421,920
$ 9,971,014	$ 11,225,888	$ 12,754,603	$ 14,125,619	$ 17,953,166	$ 19,971,749	$ 22,814,945
$ 10,000	$ 10,000	$ 25,000	$ 2,167	$ -	$ -	$ -
741	-	1,380,494	1,399,863	1,385,475	1,233,289	630,367
1,293,355	1,601,972	2,145,005	2,503,685	3,084,753	3,748,427	5,106,355
1,469,559	1,509,177	1,509,908	1,022,369	872,480	1,136,278	973,048
856,206	1,367,344	23,113,530	22,438,517	21,332,837	20,737,937	15,200,541
-	(9,292)	-	-	-	-	(278)
$ 3,629,861	$ 4,479,201	$ 28,173,937	$ 27,366,601	$ 26,675,545	$ 26,855,931	$ 21,910,033

CITY OF DUNCANVILLE, TEXAS

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)
(UNAUDITED)

	Fiscal Year			
	2014	2015	2016	2017
Revenues				
Taxes:				
Property	$ 12,543,053	$ 13,072,527	$ 13,855,551	$ 14,955,408
Sales	8,990,427	6,784,940	7,094,565	7,575,577
Franchise fees and other	2,201,667	2,154,478	2,035,117	1,992,154
Hotel	542,191	626,022	779,253	742,865
Licenses, permits and fees	3,772,542	4,091,744	4,328,804	4,241,962
Fines and forfeitures	806,923	902,852	786,919	899,601
Intergovernmental	492,774	788,229	343,306	1,088,303
Investment earnings	29,702	31,211	62,851	140,113
Miscellaneous	847,240	982,014	1,204,395	1,257,626
Total revenues	$ 30,226,519	$ 29,434,017	$ 30,490,761	$ 32,893,609
Expenditures				
Current:				
General government/ finance	4,882,164	4,800,190	5,115,379	5,326,751
Public safety:				
Police	8,532,830	8,835,565	8,284,538	8,793,884
Fire	5,579,037	5,796,381	5,815,818	6,398,771
Public works	4,335,905	4,722,458	5,533,241	6,185,787
Parks and recreation	3,135,435	3,562,965	3,879,442	3,871,097
Neighborhood and planning	-	-	-	-
Special purposes - promotional	811,333	2,037,870	412,331	300,000
Debt service:				
Principal	1,181,546	888,574	198,034	204,742
Interest and fiscal charges	658,349	598,580	42,194	35,486
Capital outlay	956,712	2,317,717	1,673,066	1,208,201
Total expenditures	$ 30,073,311	$ 33,560,300	$ 30,954,043	$ 32,324,719
Excess of revenues over (under) expenditures	153,208	(4,126,283)	(463,282)	568,890
Other Financing Sources (Uses)				
Issuance of debt	-	1,483,374	-	-
Transfers in	2,649,638	2,871,257	3,880,497	4,078,393
Transfers out	(1,130,450)	(835,398)	(1,510,431)	(2,324,229)
Total other financing sources (uses)	$ 1,519,188	$ 3,519,233	$ 2,370,066	$ 1,754,164
Net change in fund balances	$ 1,672,396	$ (607,050)	$ 1,906,784	$ 2,323,054
Total capital outlay capitalized per the government-wide statement of net position	$ 956,712	$ 2,317,717	$ 1,673,066	$ 1,208,201
Debt service as a percentage of noncapital expenditures	6.3%	4.8%	0.8%	0.8%

TABLE 4

Fiscal Year					
2018	2019	2020	2021	2022	2023
$ 15,945,254	$ 17,321,566	$ 18,848,812	$ 20,689,375	$ 19,946,027	$ 21,793,824
8,208,151	8,106,164	7,810,935	8,939,100	9,762,501	9,962,571
2,046,553	1,949,561	1,779,687	1,798,295	1,857,149	1,967,160
752,063	808,374	667,185	848,912	843,213	1,286,661
4,018,615	3,344,032	2,297,123	2,406,832	2,520,343	2,238,696
658,169	927,697	491,802	501,262	551,227	903,337
701,493	586,596	1,523,914	2,010,349	2,726,592	5,104,316
359,326	943,193	814,887	278,709	245,814	3,203,298
1,171,799	1,390,409	1,030,931	1,004,467	1,067,601	915,323
$ 33,861,423	$ 35,377,592	$ 35,265,276	$ 38,477,301	$ 39,520,467	$ 47,375,186
5,948,949	5,448,719	4,927,893	5,489,870	5,939,618	7,674,596
9,243,825	9,418,926	9,933,774	10,987,553	11,725,741	12,509,927
6,682,207	6,950,805	6,776,637	6,738,421	7,273,901	7,825,934
6,972,155	6,837,409	7,436,570	6,879,343	6,458,988	5,881,230
4,023,086	3,731,638	3,434,571	3,643,975	2,828,954	3,287,174
-	-	-	-	1,070,690	1,257,825
331,388	333,376	50,648	-	-	-
211,700	218,869	566,288	953,978	755,000	795,000
28,529	380,237	1,155,082	770,382	727,256	688,506
913,210	1,384,951	3,052,655	2,508,808	3,231,288	12,477,729
$ 34,355,049	$ 34,704,930	$ 37,334,118	$ 37,972,330	$ 40,011,436	$ 52,397,921
(493,626)	672,662	(2,068,842)	504,971	(490,969)	(5,022,735)
-	21,973,063	-	-	-	-
4,417,079	2,860,724	3,204,360	3,121,098	10,140,631	4,467,734
(1,819,239)	(283,001)	(571,840)	(488,578)	(7,451,694)	(1,547,701)
$ 2,597,840	$ 24,550,786	$ 2,632,520	$ 2,632,520	$ 2,688,937	$ 2,920,033
$ 2,104,214	$ 25,223,448	$ 563,678	$ 3,137,491	$ 2,197,968	$ (2,102,702)
$ 913,210	$ 1,384,951	$ 3,052,655	$ 2,508,808	$ 3,231,288	$ 14,256,297
0.7%	1.8%	5.0%	4.5%	4.0%	3.9%

CITY OF DUNCANVILLE, TEXAS **TABLE 5**

ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year Ended Sept. 30,	Assessed and Actual Value of Property (1)						
	Residential Property	Commercial Property	Business Personal Property	Total Assessed Value	Less: Tax-Exempt Property (2)	Total Taxable Assessed Value	Total City Tax Rate (3)
2014	$1,161,200,140	$ 518,946,930	$174,909,740	$ 1,855,056,810	$ 214,082,393	$ 1,640,974,417	0.758
2015	1,208,839,210	552,356,490	190,548,470	1,951,744,170	227,421,681	1,724,322,489	0.758
2016	1,274,901,700	576,576,230	198,059,230	2,049,537,160	236,996,376	1,812,540,784	0.758
2017	1,429,782,470	631,961,430	204,417,790	2,266,161,690	296,234,097	1,969,927,593	0.758
2018	1,524,996,300	678,101,340	204,853,370	2,407,951,010	330,979,046	2,076,971,964	0.758
2019	1,811,814,750	708,815,350	215,328,700	2,735,958,800	437,110,153	2,298,848,647	0.749
2020	1,997,661,970	752,873,520	241,266,170	2,991,801,660	487,350,806	2,504,450,854	0.743
2021	2,044,275,404	723,104,720	236,418,200	3,003,798,324	465,257,817	2,538,540,507	0.717
2022	2,203,558,560	794,346,570	240,958,660	3,238,863,790	432,986,445	2,805,877,345	0.700
2023	2,831,461,570	892,376,330	271,243,740	3,995,081,640	788,460,328	3,206,621,312	0.650

Source: Dallas Central Appraisal District

Notes:

(1) Assessed value is 100% of estimated actual value for all years as determined by the Dallas Central Appraisal District. Values are as of January 1 of the calendar year prior to the fiscal year-end date.

(2) Exemptions are granted by the City within the constraints of Texas Constitutional law.

(3) Tax Rate is per $100 assessed valuation.

CITY OF DUNCANVILLE, TEXAS **TABLE 6**

PROPERTY TAX RATES
DIRECT AND OVERLAPPING GOVERNMENTS
(PER $100 ASSESSED VALUATION)
LAST TEN FISCAL YEARS
(UNAUDITED)

	City of Duncanville			Overlapping Rates (1)				
Fiscal Year Ended Sept. 30,	General(2)	Debt Service(2)	Total (2)	Duncanville I.S.D.(2)	Dallas County(2)	Dallas County School Equalization (2)	Dallas County Hospital(2)	Dallas County Community College(2)
2014	0.691189	0.067258	0.758447	1.410000	0.243100	0.010000	0.276000	0.124700
2015	0.691189	0.067258	0.758447	1.410000	0.243100	0.010000	0.286000	0.124775
2016	0.684584	0.073863	0.758447	1.529500	0.243100	0.010000	0.286000	0.123650
2017	0.691295	0.067152	0.758447	1.521480	0.243100	0.009271	0.279400	0.122933
2018	0.693519	0.064928	0.758447	1.521480	0.243100	0.010000	0.279400	0.124238
2019	0.690208	0.058239	0.748447	1.520000	0.243100	0.010000	0.279400	0.124000
2020	0.684801	0.058646	0.743447	1.418300	0.243100	0.010000	0.269500	0.124000
2021	0.666163	0.050689	0.716852	1.367600	0.239740	0.010000	0.266100	0.124000
2022	0.655410	0.044590	0.700000	1.315900	0.227946	0.010000	0.255000	0.123510
2023	0.625120	0.025340	0.650460	1.252900	0.217946	0.010000	0.235800	0.115899

Notes:
(1) Overlapping rates are those of local and county governments that apply to property owners within the City.
(2) Tax rates are per $100 of assessed value.

Source: Dallas Central Appraisal District

CITY OF DUNCANVILLE, TEXAS **TABLE 7**

PRINCIPAL PROPERTY TAXPAYERS
CURRENT YEAR AND NINE YEARS AGO
(Unaudited)

Taxpayer / Company Name	2023 Taxable Assessed Value	2023 Rank	2023 Percent of Total Taxable Assessed Valuation (a)	2014 Taxable Assessed Value	2014 Rank	2014 Percent of Total Taxable Assessed Valuation (a)
TMIF 800 Link LP (800 Link Dr. Apts - Formerly Wimberly Park LP)	$ 48,000,000	1	1.92%	$ 7,355,440	10	0.45%
Cabinetworks Group Michigan LLC	35,591,145	2	1.42%			
VR Ruscello - Bella Ruscello	30,406,850	3	1.21%	14,892,080	4	0.91%
TCH Duncanville Road LLC	29,575,000	4	1.18%			0.00%
Costco Wholesale Corp	25,726,260	5	1.03%	18,147,500	2	1.11%
WR Senior Living (Champions Cove)	23,995,000	6	0.96%			
1303 Main Gardens LP (formerly AGM Main Park LP)	21,600,000	7	0.86%	8,217,600	8	0.50%
C H Guenther & Son Inc. (Pioneer Frozen Foods)	21,581,460	8	0.86%	18,005,080	3	1.10%
Duncanville Meadows LLC	19,750,000	9	0.79%			
Masco Builder Cabinet Group	18,287,720	10	0.73%	48,230,379	1	2.94%
Oncor Electric Delivery				9,909,060	5	0.60%
AT&T Communications (Southwestern Bell)				8,717,870	6	0.53%
SOL Waterview LLC				8,445,400	7	0.51%
Apple Nine Spe Duncanville Inc				7,500,000	9	0.46%
Total	$ 274,513,435		10.96%	$ 149,420,409		9.11%

Note:

(a) Total Taxable Value as of Oct. 1 $ 2,538,540,507 $ 1,640,974,417

Source: Dallas Central Appraisal District

CITY OF DUNCANVILLE, TEXAS **TABLE 8**

PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year Ended Sept. 30,	Collected within the Fiscal Year of the Levy			Adjustment to Original Taxes Levied	Total Collections to Date		
	Original Taxes Levied for the Fiscal Year	Amount	Percentage of Levy		Collections in Subsequent Years (1)	Amount	Percentage of Adjusted Levy
2014	$12,455,448	$ 12,190,388	97.9%	$ (59,246)	$ 181,516	$ 12,371,903	99.8%
2015	13,095,678	12,804,150	97.8%	(102,776)	144,800	12,948,950	99.7%
2016	13,762,665	13,606,997	98.9%	28,810	130,694	13,737,691	99.6%
2017	14,953,790	14,675,275	98.1%	(84,079)	149,950	14,825,225	99.7%
2018	15,767,037	15,637,061	99.2%	60,901	141,980	15,779,041	99.7%
2019	17,221,055	16,993,053	98.7%	(40,035)	125,067	17,118,120	99.6%
2020	18,632,220	18,483,867	99.2%	158,895	186,272	18,670,139	99.4%
2021	18,209,850	19,368,907	106.4%	1,313,063	52,614	19,421,521	99.5%
2022	19,653,479	19,676,298	100.1%	212,467	37,537	19,713,835	99.2%
2023	20,873,845	21,467,393	102.8%	938,441	-	21,467,393	98.4%

Note:

(1) Collections do not include penalty and interest on delinquent accounts.

Source: Dallas County Tax Assessor / Collector

CITY OF DUNCANVILLE, TEXAS **TABLE 9**

RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS
(UNAUDITED)

	Governmental Activities			Business-type Activities				
Fiscal Year Ended Sept. 30,	General Obligation Bonds (c)	Certificate of Obligation Bonds	Loan Payable	Water and Sewer Revenue Bonds	General Obligation Bonds (c)	Total Primary Government	Percentage of Personal Income (a)	Per Capita (b)
2014	$ -	$4,400,602	$ -	$ 5,317,861	$ 1,795,000	$ 11,513,463	1.22%	$ 291
2015	-	-	1,353,381	4,930,000	1,470,000	7,753,381	0.80%	198
2016	-	-	1,155,342	-	5,712,023	6,867,365	0.71%	175
2017	-	-	950,586	-	4,930,301	5,880,887	0.56%	145
2018	-	-	738,886	-	4,123,579	4,862,465	0.46%	120
2019	21,936,952	-	520,006	-	3,301,856	25,758,814	2.46%	629
2020	21,535,049	-	293,718	-	2,700,134	24,528,901	2.30%	602
2021	20,753,147	-	59,750	-	2,188,412	23,001,309	2.24%	576
2022	19,936,243	-	-	-	1,661,690	21,597,933	1.85%	535
2023	19,139,725	-	-	-	1,126,126	20,265,851	1.78%	510

Note 1: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(a) See Schedule 14 for personal income data.

(b) See Schedule 14 for population data.

(c) Amount includes deferred premium on bonds

CITY OF DUNCANVILLE, TEXAS **TABLE 10**

RATIOS OF GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year Ended Sept. 30,	General Bonded Debt Outstanding			Percentage of Actual Taxable Value of Property (1)	Per Capita (2)
	General Obligation Bonds	Certificate of Obligation Bonds	Total		
2014	$ 1,795,000	$ 4,400,602	$ 6,195,602	0.38%	$ 156
2015	1,470,000	-	1,470,000	0.09%	37
2016	5,712,023	-	5,712,023	0.32%	146
2017	4,930,301	-	4,930,301	0.25%	121
2018	4,123,579	-	4,123,579	0.20%	102
2019	25,238,808	-	25,238,808	1.10%	616
2020	24,235,183	-	24,235,183	0.97%	595
2021	22,941,559	-	22,941,559	0.90%	574
2022	21,597,933	-	21,597,933	0.77%	535
2023	20,265,851		20,265,851	0.63%	510

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) See Schedule 5 for property value data.

(2) See Schedule 14 for personal income and population data.

CITY OF DUNCANVILLE, TEXAS **TABLE 11**

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
AS OF SEPTEMBER 30, 2023
(UNAUDITED)

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Overlapping Debt
Debt repaid with property taxes:			
Duncanville Independent School District	$ 185,141,653	44.77%	$ 82,887,918
Dallas County	116,665,000	0.86%	1,003,319
Dallas County Community College District	166,750,000	0.86%	1,434,050
Dallas County School	16,679,652	0.86%	143,445
Dallas County Hospital District	569,352,358	0.86%	4,896,430
Cedar Hill Independent School District	94,215,189	0.21%	197,852
Dallas Independent School District	3,057,052,834	0.00%	-
Subtotal, overlapping debt			$ 90,563,014
City direct debt			19,139,725
Total direct and overlapping debt			$ 109,702,739

Source: Municipal Advisory Council Of Texas

Note: The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the City's boundaries.

CITY OF DUNCANVILLE, TEXAS **TABLE 12**

LEGAL DEBT MARGIN INFORMATION
AS OF SEPTEMBER 30, 2023
(UNAUDITED)

As a home rule city, the City of Duncanville is not limited by law in the amount of debt it may issue. The City's charter (Article 5, Section 1) states:

> "In keeping with the Constitution of the State of Texas and not contrary thereto, the City of Duncanville shall have the power to borrow money on the credit of the City for any public purpose not now or hereafter prohibited by the Constitution and laws of the State of Texas, and shall have the right to issue all tax bonds, revenue bonds, funding and refunding bonds, time warrants and other evidence of indebtedness as now authorized or as may hereafter be authorized to be issued by cities and towns bythe laws of the State of Texas."

Article 11, Section 5 of the State of Texas Constitution States in part:

> "but no tax for any purpose shall ever be lawful for any one year, which shall exceed two and one-half percent of the taxable property of such city"

The tax rate at September 30, 2023 is $.650460 per $100 of assessed valuation with assessed valuation being 100% of market value.

Sources: City of Duncanville, Texas City Charter
State of Texas Constitution

CITY OF DUNCANVILLE, TEXAS **TABLE 13**

PLEDGED-REVENUE COVERAGE
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year Ended Sept. 30,	Operating Revenue and Other (a)	Less: Operating Expense (b)	Net Available Revenue	Debt Service (c) Principal	Debt Service (c) Interest	Coverage
			Water and Sewer Bonds			
2014	$ 13,050,607	$ 9,609,547	$3,441,060	$ 325,000	$ 37,044	9.5
2015	14,287,844	9,528,883	4,758,961	330,000	22,331	13.5
2016	15,958,306	9,654,940	6,303,366	-	-	-
2017	18,426,170	10,456,628	7,969,542	-	-	-
2018	19,123,952	10,714,635	8,409,317	-	-	-
2019	18,459,220	11,218,994	7,240,226	-	-	-
2020	17,772,984	11,593,106	6,179,878	-	-	-
2021	16,994,628	14,552,633	2,441,995	-	-	-
2022	18,760,784	15,301,824	3,458,960	-	-	-
2023	19,925,304	12,501,537	7,423,767	-	-	-

Notes:
(a) Includes operating and nonoperating revenues.
(b) Includes operating expenses exclusive of depreciation, amortization, and CIP transfer.
(c) Includes principal and interest of revenue bonds only. Principal and interest amounts are the amounts due within one year of fiscal year end.

CITY OF DUNCANVILLE, TEXAS **TABLE 14**

DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year Ended Sept. 30,	Population (a)	Personal Income	Per Capita Income (a)	Median Household Income (a)	Number of Households (a)	School Enrollment (b)	Unemployment Rate	
2014	39,605	$ 941,846,505	$ 23,781	$ 56,818	13,132	12,600	4.60%	(c)
2015	39,221	972,543,662	24,822	56,002	13,434	13,074	3.90%	(a)
2016	39,224	973,618,128	24,822	56,002	13,434	12,945	3.90%	(a)
2017	40,594	1,051,262,818	25,897	56,993	13,791	12,889	4.00%	(a)
2018	40,565	1,065,561,420	26,268	57,695	13,651	12,761	4.10%	
2019	40,948	1,047,286,048	25,576	58,631	13,753	12,460	6.40%	
2020	40,739	1,067,361,800	26,200	59,405	13,616	12,674	7.10%	(d)
2021	39,946	1,026,372,524	25,694	59,290	13,362	11,826	8.10%	(a)
2022	40,358	1,166,144,410	28,895	63,946	13,556	11,414	5.70%	(a)
2023	39,727	1,140,919,713	28,719	61,350	13,372	*14,054	5.70%	(a)

Sources:
(a) ESRI
(b) *Texas Education Agency website - includes Duncanville ISD, Advantage Academy and Village Tech Schools
(c) Texas Workforce Commission(Data Link) 2005-2014
(d) Texas Workforce Commission as of November 2020 for DFW

Duncanville
City of Champions

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CITY OF DUNCANVILLE, TEXAS **TABLE 15**

PRINCIPAL EMPLOYERS
CURRENT YEAR AND NINE YEARS AGO
(UNAUDITED)

	2023			2014		
Employer	**Employees (2)**	**Rank**	**Percent of Total Employment (a)**	**Employees (2)**	**Rank**	**Percent of Total Employment (a)**
Duncanville Independent School District	1,600	1	8.40%	1,600	1	9.10%
Cabinetworks (formerly Masco Cabinets)	706	2	3.71%	706	2	4.01%
City of Duncanville	335	3	1.76%	292	3	1.66%
Pioneer Frozen Foods	176	4	0.92%	176	4	1.00%
Automann Texas	157	5	0.82%			
Costco Wholesale	145	6	0.76%	145	5	0.82%
DeFords	130	7	0	130	6	0.74%
Pappadeaux	125	8	0.66%	125	7	0.71%
W&B Service Company	100	9	0.52%	100	8	0.57%
Freedom Dodge Chrysler Jeep	75	10	0.39%	75	9	0.43%
Personalized Communications				70	10	0.40%
Total	3,549		18.63%	3,419		19.44%

Note:

(a) Total City Employment (1)	19,053			17,589		

Sources:
(1) ESRI BIS
(2) Duncanville Community Economic Development Corporation

CITY OF DUNCANVILLE, TEXAS

FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	**2014**	**2015**	**2016**	**2017**	**2018**
By Functions					
General Government	34.10	35.69	36.13	37.00	37.32
Fire Services	52.30	54.33	54.33	54.30	54.25
Neighborhood & Code Services	-	-	-	-	-
Police Services (Civil)	57.99	59.98	60.00	60.00	60.00
Police Services (Non-Civil)	18.90	18.90	19.07	18.70	18.91
Public Works	36.50	39.50	34.50	35.50	41.00
Library Services	12.00	12.00	12.00	11.70	11.97
Parks and Recreation	43.66	55.65	60.25	58.60	58.66
Water and Wastewater	21.50	20.50	23.50	23.50	23.00
Total Employees by Function	276.95	296.55	299.78	299.30	305.11
By Departments					
General Government	20.00	20.50	21.00	21.70	21.15
Finance	25.10	25.19	25.13	25.00	24.50
Neighborhood Services	-	-	-	-	-
Parks and Recreation	43.20	55.65	60.25	58.60	59.48
Police (Civil)	58.00	59.98	60.00	60.00	60.00
Police (Non-Civil)	18.90	18.90	19.07	18.70	18.91
Public Works	27.50	34.50	34.50	31.50	41.00
Utilities	30.50	25.50	23.50	27.50	23.00
Fire (Civil)	49.00	51.00	51.00	51.00	51.00
Fire (Non Civil)	3.30	3.33	3.33	3.25	3.25
Economic Development	1.50	2.00	2.00	2.00	2.82
Total Employees by Department	277.00	296.55	299.78	299.25	305.11
By Fund					
General	230.39	230.82	231.55	230.70	239.35
Utility	24.50	33.50	33.50	33.50	33.00
Hotel/Motel	-	-	-	-	0.30
Economic Development	1.50	3.42	3.38	3.80	2.82
Grant	2.10	2.10	2.10	4.10	3.42
Camp Fund	-	1.53	1.38	0.60	-
Drainage	4.00	4.00	4.00	4.00	4.00
Solid Waste	2.00	4.00	4.00	4.00	4.00
Traffic Administration	1.00	1.00	1.00	1.00	1.00
Juvenile Case Manager	-	0.50	0.50	0.50	0.50
Fieldhouse	11.50	15.68	18.37	17.10	16.72
Total Employees by Fund	276.99	296.55	299.78	299.30	305.11

Source: City of Duncanville, Texas Annual Budgets

TABLE 16

2019	2020	2021	2022	2023
37.14	37.64	36.33	41.69	47.50
55.00	55.00	55.00	56.00	55.00
-	-	-	14.00	15.00
60.00	60.00	60.00	62.00	63.00
18.74	18.00	13.79	14.80	15.00
44.00	43.00	43.00	39.21	41.70
11.35	12.00	11.65	11.43	13.00
54.54	53.92	47.05	40.72	44.30
22.00	23.00	23.00	22.50	20.00
302.77	302.56	289.82	302.35	314.50
21.99	23.64	23.80	27.88	32.00
24.50	24.00	22.00	22.00	24.00
-	-	-	14.00	15.00
54.54	53.92	47.05	40.72	44.30
60.00	60.00	60.00	62.00	63.00
18.74	18.00	13.79	14.80	15.00
43.00	43.00	43.00	41.21	35.70
23.00	23.00	23.00	20.50	26.00
51.00	51.00	51.00	51.00	52.00
4.00	4.00	4.00	5.00	3.00
2.00	2.00	2.18	3.24	4.50
302.77	302.56	289.82	302.35	314.50
240.58	244.54	234.24	244.75	255.50
32.00	32.00	32.00	32.50	33.00
0.30	0.30	0.30	0.30	1.00
2.54	2.32	1.88	4.03	4.90
2.04	1.40	1.00	1.00	0.00
-	-	-	-	-
3.50	3.50	3.50	4.00	3.00
5.00	5.00	5.00	5.00	5.00
-	-	-	-	-
0.50	0.50	0.50	0.50	-
16.31	13.00	11.40	10.27	12.10
302.77	302.56	289.82	302.35	314.50

CITY OF DUNCANVILLE, TEXAS

FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	2014	2015	2016	2017	2018
GENERAL GOVERNMENT					
City Manager	2.00	2.00	2.00	2.00	2.00
City Secretary	1.00	1.50	2.00	2.00	2.00
Personnel	2.00	2.00	2.00	2.00	2.00
Information Systems	2.00	2.00	2.00	3.00	3.00
Community Information Office	1.00	1.00	1.00	1.00	1.00
Library Services	12.00	12.00	12.00	11.70	11.97
Economic Development	-	-	2.00	2.00	2.82
City Marshal	-	-	-	-	-
TOTAL GENERAL GOVERNMENT	20.00	20.50	23.00	23.70	24.79
NEIGHBORHOOD SERVICES					
Neiighborhood Services	-	-	-	-	-
Grant Paid Inspector	-	-	-	-	-
Planning	-	-	-	-	-
Building Inspection	-	-	-	-	-
TOTAL NEIGHBORHOOD SERVICES	-	-	-	-	-
FINANCE					
Finance Administration	6.00	6.00	6.00	6.00	6.00
Municipal Court	5.00	5.00	5.00	5.00	5.00
Traffic Adm	1.00	1.00	1.00	1.00	1.00
Purchasing	1.00	1.00	1.00	1.00	1.00
City Marshal	2.07	2.19	2.13	2.00	1.50
Utility Billing	10.00	10.00	10.00	10.00	10.00
TOTAL FINANCE	25.07	25.19	25.13	25.00	24.50
PARKS AND RECREATION					
Parks and Recreation Administration	2.00	2.00	2.00	2.00	2.00
Recreation Programming	8.00	11.38	10.99	9.50	10.04
Athletic Programming	2.00	3.00	3.00	3.00	3.00
Park Grounds Maintenance	7.45	8.75	7.76	8.80	7.62
Building Services	5.50	6.00	7.04	6.60	6.99
Senior Center	3.68	3.84	4.09	4.60	4.99
Horticulture	3.00	3.00	3.00	3.00	3.00
Solid Waste Services	-	2.00	4.00	4.00	4.00
Fieldhouse	-	-	18.37	17.10	16.72
Beautification	-	-	-	-	0.30
TOTAL PARKS AND RECREATION	31.63	39.97	60.25	58.60	58.66

TABLE 16

2019	2020	2021	2022	2023
4.00	4.00	4.00	4.06	5.50
-	-	-	3.00	3.00
2.64	2.64	2.15	3.39	3.50
3.00	4.00	4.00	4.00	4.00
1.00	1.00	1.00	1.00	2.00
11.35	12.00	11.65	11.43	13.00
2.54	2.00	1.88	3.24	4.50
-	-	-	1.00	1.00
24.53	25.64	24.68	31.12	36.50
-	-	-	5.00	6.00
-	-	-	1.00	1.00
-	-	-	2.00	2.00
-	-	-	6.00	6.00
-	-	-	14.00	15.00
7.00	7.00	6.00	5.00	6.00
5.00	5.00	5.00	5.00	5.00
-	-	-	-	-
1.00	1.00	1.00	2.00	2.00
1.50	1.00	1.00	-	-
10.00	10.00	10.00	10.00	11.00
24.50	24.00	23.00	22.00	24.00
2.00	2.00	2.00	2.00	2.00
7.54	9.00	6.82	6.12	6.80
3.00	3.00	3.00	3.00	3.00
7.59	8.92	7.50	7.50	7.60
6.21	7.00	6.15	-	-
4.05	4.00	3.18	3.74	4.40
3.00	3.00	3.00	3.00	3.00
4.00	4.00	4.00	4.00	4.00
16.31	13.00	11.40	10.27	12.10
0.30	-	0.30	1.09	1.40
54.00	53.92	47.35	40.72	44.30

CITY OF DUNCANVILLE, TEXAS

FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	**2014**	**2015**	**2016**	**2017**	**2018**
POLICE					
Police Administration	3.00	3.00	3.00	3.00	3.00
Patrol	41.00	45.00	45.00	45.00	45.00
Special Services	4.00	2.00	2.00	2.00	2.00
Criminal Investigation	12.00	12.00	12.00	12.00	12.00
Animal Control	2.00	2.00	2.00	2.00	2.00
School Guards	3.26	3.28	3.47	3.10	3.33
Crime Prevention	1.50	1.50	1.50	1.50	1.50
Detention Services	5.00	5.00	5.00	5.00	5.00
Records	4.00	4.00	4.00	4.00	4.00
Police VOCA Grant	1.13	1.10	1.10	1.10	1.08
TOTAL POLICE	76.89	78.88	79.07	78.70	78.91
PUBLIC WORKS					
Engineering / Planning	1.50	3.50	3.50	3.50	5.00
Building Inspection	6.00	6.00	6.00	7.00	8.00
Grant Paid Inspector	1.00	1.00	1.00	1.00	1.00
Planning	-	-	-	-	-
Code Enforcement	-	-	-	-	-
Streets	12.00	12.00	12.00	12.00	15.00
Signs & Signals	3.00	4.00	4.00	4.00	4.00
Equipment Services	4.00	4.00	4.00	4.00	4.00
Building Services	-	-	-	-	-
TOTAL PUBLIC WORKS	27.50	30.50	30.50	31.50	37.00
FIRE					
Fire Administration	3.00	3.00	3.00	3.00	3.00
Fire Prevention	2.00	2.00	2.00	2.00	2.00
Fire Suppression	35.00	36.00	36.00	36.00	36.00
Advanced Life Support	12.00	13.00	13.00	13.00	13.00
Emergency Regional Administrator	0.30	0.33	0.33	0.25	0.25
TOTAL FIRE	52.30	54.33	54.33	54.25	54.25
UTILITIES					
Utilities Administration	3.00	3.00	3.00	3.00	2.50
Water Services	9.00	9.00	9.00	9.00	9.00
Wastewater Services	12.50	11.50	11.50	11.50	11.50
Drainage Adm	4.00	4.00	4.00	4.00	4.00
Solid Waste	2.00	2.00	-	-	-
TOTAL UTILITIES	30.50	29.50	27.50	27.50	27.00
Economic Development	1.54	2.00	-	-	-
Fieldhouse	11.53	15.68	-	-	-
CITY TOTAL	277.0	296.55	299.78	299.25	305.11

TABLE 16

2019	2020	2021	2022	2023
3.00	3.00	3.00	3.00	4.00
45.00	45.00	44.00	47.00	47.00
2.00	2.00	3.00	2.00	2.00
13.00	13.00	13.00	14.00	14.00
2.00	2.00	2.00	2.00	2.00
2.20	2.50	3.29	3.30	3.50
1.50	1.50	1.50	1.50	1.50
5.00	5.00	-	-	
4.00	4.00	4.00	4.00	4.00
1.04	-	-	-	
78.74	78.00	73.79	76.80	78.00
3.00	3.00	3.00	3.00	5.00
6.00	6.00	6.00	-	-
1.00	1.00	1.00	-	-
2.00	2.00	2.00	-	-
3.00	3.00	3.00	-	-
16.50	16.50	16.50	16.50	16.00
4.00	4.00	4.00	4.00	4.00
4.00	4.00	4.00	4.00	4.00
-	-	-	6.71	6.70
39.50	39.50	39.50	34.21	35.70
3.00	3.00	3.00	3.00	3.00
2.00	2.00	2.00	3.00	2.00
36.00	36.00	36.00	36.00	36.00
13.00	13.00	13.00	13.00	13.00
1.00	1.00	1.00	1.00	1.00
55.00	55.00	55.00	56.00	55.00
2.50	2.50	2.50	3.00	2.00
8.00	8.00	10.00	10.00	10.00
11.50	11.50	9.50	9.50	10.00
3.50	3.50	3.50	4.00	3.00
1.00	1.00	1.00	1.00	1.00
26.50	26.50	26.50	27.50	26.00
-	-	-	-	-
-	-	-	-	-
302.77	302.56	289.82	302.35	314.50

CITY OF DUNCANVILLE, TEXAS

OPERATING INDICATORS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Years	**2014**	**2015**	**2016**	**2017**
Function/Program				
General Government:				
Building Permits Issued	938	725	388	445
Police:				
Criminal Arrests	1,880	1,845	1,964	1,465
Index Crimes per 1,000 Population	49	47	50	33
Fire:				
Total Calls for Service (Fire & EMS)	4,783	5,400	5,904	6,671
Total Structural Inspections	1,264	1,370	1,200	1,153
Public Services:				
Utility Cuts Repaired	202	235	320	320
Sidewalk Repaired (Square Feet)	6,121	7,500	7,500	3,740
Parks and Recreation:				
Program Participation Hours	15,000	15,000	15,000	2,979
Number of Annual Passes Sold	900	1,000	1,000	2,477
Library:				
Volumes in Collection	107,117	108,000	118,553	97,126
Total Volumes Borrowed	130,296	142,000	110,000	101,969
Water/Wastewater:				
Water Main Breaks	30	15	31	32
Number of Gallons of Water Pumped (000s)	1,998,292	1,746,000	1,745,900	1,500,643
Average Daily Consumption (MGD)	5.40	5.75	6.25	4.41
Miles of Sewer Mains Cleaned	2.11	65.00	110.00	138.48

Source: City of Duncanville, Texas Annual Budgets in prior years.

* 2021 - Buildng Permits - Number includes all permits issued including, but not limited to, signs, garage sales, building, plumbing, certificates of occupancy

TABLE 17

2018	2019	2020	2021	2022	2023
1,349	1,667	2,083	4,299	3,641	3,011
1,173	1,281	650	783	858	NA
38	33	27.8	27.2	32	NA
6,688	6,887	7,295	7,388	7,124	NA
1,008	977	811	690	572	NA
191	164	115	150	17	47
8,320	33,297	29,702	10,358	1,464	1,112
6,893	4,693	637	1,237	NA	3,099
1,926	686	1,338	1,120	NA	840
98,551	100,000	107,331	108,104	98,718	98,718
121,118	102,578	45,223	50,963	53,781	53,781
17	27	45	22	25	NA
1,500,643	1,592,391	1,613,147	1,692,569	1,870,000	NA
4.00	4.36	4.41	4.64	5.12	NA
144.45	52.15	1.39	60.89	316.32	NA

CITY OF DUNCANVILLE, TEXAS

CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	**2014**	**2015**	**2016**	**2017**	**2018**
Function/Program					
Public Safety:					
Emergency Vehicles (Police & Fire)	31	31	31	33	33
Public Works:					
Streets - Paved (Miles)	156.05	156.05	156.05	156.05	156.05
Alleys - Paved (Miles)	36.81	36.81	36.81	36.81	36.09
Traffic Signals	34	36	36	36	36
Street Signs	1,966	1,966	1,966	1,966	1,966
Regulatory & Non-regulatory Signs	10,034	10,044	10,059	10,096	10,029
Non-Emergency Vehicles	82	87	89	112	103
Parks and Recreation:					
Park Acres	239.0	244.0	244.0	244.0	244.0
Playgrounds	13	13	13	13	13
Total Athletic Facilities Maintained	54	55	55	55	55
Water/Wastewater:					
Miles of Water Mains *	190.05	190.00	197.52	197.52	189.48
Fire Hydrants	1,373	1,428	1,428	1,365	1,363
Sanitary Sewer Lines (Miles)	153.67	153.67	154.95	154.95	154.95
Sanitary Sewer Laterals (Miles)	77.35	77.35	77.35	77.35	77.35

Source: City of Duncanville, Texas Annual Budgets

* Prior to 2021 database of capital assets not updated to obtain accurate number.

TABLE 18

2019	2020	2021	2022	2023
34	34	34	34	34
156.05	156.05	156.05	156.05	156.05
36.09	36.09	36.09	36.09	36.09
36	36	37	37	37
1,966	1,966	1,966	1,966	1,966
10,059	10,080	10,212	10,212	10,212
107	107	107	111	111
244.0	244.0	244.0	244.0	244.0
13	13	13	13	13
55	55	55	55	55
191.00	191.00	310.62	311.31	311.31
1,363	1,425	1,425	1,434	1,434
154.95	154.95	161.74	162.11	162.11
77.35	77.35	77.35	77.35	77.35

Duncanville
City of Champions

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CITY OF DUNCANVILLE, TEXAS

SINGLE AUDIT REPORT

FOR THE YEAR ENDED SEPTEMBER 30, 2023

CITY OF DUNCANVILLE, TEXAS

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PATTILLO, BROWN & HILL, L.L.P.
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Waco, Texas 76710
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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor
and Members of the City Council
City of Duncanville, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Duncanville, Texas (the "City"), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated October 29, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified certain deficiencies in internal control, described in the accompanying Schedule of Findings and Questioned Costs as Item 2023-001 that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards,* and which are described in the described in the accompanying Schedule of Findings and Questioned Costs as Item 2023-001.

City's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying Schedule of Findings and Questioned Costs. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
October 29, 2024

PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE

Honorable Mayor
and Members of the City Council
City of Duncanville, Texas

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Duncanville, Texas' (the "City") compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2023. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

OFFICE LOCATIONS
TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

AICPA
GAQC Member

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses or significant deficiencies. However, material weaknesses or significant deficiencies may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon, dated October 25, 2024, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
October 29, 2024

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2023

Federal Grantor/ Pass-Through Grantor/ Program Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Housing and Urban Development			
Passed through Dallas County, Texas:			
Community Development Block Grants - Entitlement Grants Cluster	14.218	N/A	$ 60,581
Total Dallas County, Texas			60,581
Total U.S. Department of Housing and Urban Development			60,581
U.S. Department of the Interior			
Passed through the Texas Parks and Wildlife Department:			
Outdoor Recreation Acquisition, Development and Planning	15.916	48-001194	$ 372,491
Total Texas Parks and Wildlife Department			372,491
Total U.S. Department of the Interior			372,491
U.S. Department of Justice			
Passed through the State of Texas Governor's Office:			
Equitable Sharing Program	16.922	N/A	580,698
Total State of Texas Governor's Office			580,698
Total U.S. Department of Justice			580,698
U.S. Department of Treasury			
Passed through the Texas Department of Emergency Management:			
COVID-19 - Coronavirus State and Local Fiscal Recovery Fund	21.027	N/A	4,639,144
Total Texas Department of Emergency Management			4,639,144
Total U.S. Department of Treasury			4,639,144
U.S. Institute of Museum and Library Services			
Passed through the Texas State Library and Archives Commission:			
Grants to States	45.310	N/A	1,161
Total Texas State Library and Archives Commission			1,161
Total U.S. Institute of Museum and Library Services			1,161
U.S. Department of Health and Human Services			
Passed through the Dallas Area Agency on Aging:			
Special Programs for the Aging, Title III, Part C, Nutrition Services	93.045	N/A	168,857
Total Dallas Area Agency on Aging			168,857
Total U.S. Department of Health and Human Services			168,857
Total Expenditures of Federal Awards			$ 5,822,932

The accompanying notes are an integral part of this schedule.

CITY OF DUNCANVILLE, TEXAS

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2023

Basis of Accounting

The Schedule of Expenditures of Federal Awards is presented using the modified accrual basis of accounting. The modified accrual basis of accounting is described in the notes to the basic financial statements. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some of the amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

Basis of Presentation

The Schedule of Expenditures of Federal Awards presents the activity of all applicable federal awards programs of the City. The City's reporting entity is defined in the notes to the basic financial statements. Federal awards received directly from federal agencies, as well as awards passed through other government agencies, are included on the Schedule of Expenditures of Federal Awards.

Indirect Costs

The City has elected not to use the de minimis indirect cost rate as allowed in the Uniform Guidance.

Pass-Through Expenditures

None of the federal awards of the City were passed through to subrecipients.

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED SEPTEMBER 30, 2023

Summary of Auditors' Results

Financial Statements:	
Type of auditors' report issued	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	2023-001
Significant deficiency(ies) identified?	No
Noncompliance material to financial statements noted?	2023-001
Federal Awards:	
Internal control over major programs:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified?	None reported
Type of auditors' report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a) of Uniform Guidance	None
Identification of major programs:	
Assistance Listing Number	Name of Federal Program or Cluster:
21.027	Coronavirus State and Local Fiscal Recovery Fund (COVID-19)
Dollar threshold used to distinguish between type A and type B federal programs	$750,000
Auditee qualified as low-risk auditee	No

Findings Relating to the Financial Statements Which are Required to be Reported in Accordance With Generally Accepted Government Auditing Standards

2023-001 (see page 9)

Findings and Questioned Costs for Federal Awards

None

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED SEPTEMBER 30, 2023

Finding 2023-001 - Material Weakness In Internal Control Over Financial Reporting and Noncompliance Material to the Financial Statements

Criteria:

Management of the City is responsible for establishing and maintaining internal controls to achieve timely financial reporting. Additionally, the Uniform Guidance requires local governments that expend $750,000 or more in federal grant awards in a fiscal year to submit the single audit reporting package to the Federal Audit Clearinghouse (FAC) within nine months of its fiscal year-end.

Condition:

The City did not complete its annual financial statement audit in a timely manner or submit its single audit reporting package to the Federal Audit Clearinghouse (FAC) within nine months of its fiscal year-end.

Cause:

As noted in the prior year Finding 2022-001 (see page 10), due to staff turnover the City had fallen behind in performing many basic accounting functions such as reconciling bank accounts and performing other reconciliations necessary to issue timely and accurate financial statements. Subsequent to the end of fiscal year 2023, the City hired new finance staff and was able to complete the fiscal year 2023 audit with no material audit adjustments. However, since the fiscal year 2022 audit was not completed until March 15, 2024, and the new staff were not hired until subsequent to the current fiscal year-end, the completion of the current year audit was delayed until October of 2024.

Effect:

The City did not provide management and City stakeholders with timely financial information on which to base their decisions. The City is also not in compliance with the requirements of the federal single audit, which could jeopardize federal funding.

Recommendation:

The City should establish and maintain internal controls to ensure timely financial reporting and completion of its annual audit in a timely manner.

Management's Response:

Management acknowledges the delayed issuance of the fiscal year 2023 audited financial statements and submission of the single audit reporting package to the Federal Audit Clearinghouse (FAC). As noted above, the majority of the issues that caused the delay have been resolved and the City expects to be able to issue timely audited financial statements beginning in the next fiscal year.

CITY OF DUNCANVILLE, TEXAS

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

FOR THE YEAR ENDED SEPTEMBER 30, 2023

Finding 2022-001: Material Weakness in Internal Control over Financial Reporting

Condition:
During the audit of the City's fiscal year 2022 Annual Comprehensive Financial Report, the following was noted:

- The City was unable to produce timely, reliable financial statements and provide adequate supporting documentation to the auditors.
- An inordinate number of material audit adjustments were needed to be made in order for the financial statements to be fairly stated in accordance with generally accepted accounting principles.
- The City was unable to satisfactorily reconcile its cash balances timely.
- The City did not accurately post entries to ensure the accuracy of net position.
- A material difference was noted between the City's general ledger and the emergency ambulance service vendor's records for emergency service revenue.

Current Status:
The majority of these issues have been resolved with the exception of the fiscal year 2023 audited financial statements being issued in a timely manner. See current year Finding 2023-001. The City was able to complete the current year audit without material audit adjustments and expects to complete the next fiscal year's audit in a timely manner.

Duncanville
City of Champions

October 29, 2024

Pattillo, Brown & Hill, L.L.P.
401 West State Highway 6
Waco, Texas 76710

This representation letter is provided in connection with your audit of the financial statements of City of Duncanville, Texas, which comprise the statement of financial position as of September 30, 2023 and the related statements of operations, and cash flows, where applicable, for the year then ended, and the related notes to the financial statements, for the purpose of expressing an opinion on whether the financial statements of the various opinion units are presented fairly, in all material respects, in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of October 29, 2024:

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.
- We have reviewed, approved, and taken responsibility for the financial statements and related notes.
- We have a process to track the status of audit findings and recommendations.
- We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
- Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

P.O. Box 380280 | Duncanville, Texas 75116 | 972.780.5059 P | Richard.jackson@duncanvilletx.gov

- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- There are no uncorrected misstatements since all adjustments proposed by you, material or immaterial, have been recorded.
- The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with US GAAP.
- All component units, as well as joint ventures with an equity interest, are included and other joint ventures and related organizations are properly disclosed.
- All funds and activities are properly classified.
- All funds that meet the quantitative criteria in GASB Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, GASB Statement No. 37, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus* as amended, and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.
- All components of net position, non-spendable fund balance, and restricted, committed, assigned, and unassigned fund balance are properly classified and, if applicable, approved.
- Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance are available is appropriately disclosed and net position/fund balance is properly recognized under the policy.
- All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
- All interfund and intra-entity transactions and balances have been properly classified and reported.
- Special items and extraordinary items have been properly classified and reported.
- Deposit and investment risks have been properly and fully disclosed.
- Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
- All required supplementary information is measured and presented within the prescribed guidelines.
- With regard to other items reported at fair value:
    - The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated courses of action.
    - The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.

- The disclosures related to fair values are complete, adequate, and in accordance with U.S. GAAP.
- There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.

- With respect to assisting with the preparing of the financial statements, related notes and the schedule of expenditures of federal awards, we have performed the following:
  - Made all management decisions and performed all management functions;
  - Assigned a competent individual to oversee the services;
  - Evaluated the adequacy of the services performed;
  - Evaluated and accepted responsibility for the result of the service performed; and
  - Established and maintained internal controls, including monitoring ongoing activities.

- With regard to OPEB and pensions:
  - We believe that the actuarial assumptions and methods used to measure OPEB and pension liabilities and costs for financial accounting purposes are appropriate in the circumstances.
  - We are unable to determine the possibility of a withdrawal liability from the retiree health plan, or TMRS pension plan of which we are a sponsor and are not currently contemplating withdrawing from the plan.
  - Increases in benefits, elimination of benefits and all similar amendments have been disclosed in accordance with U.S. GAAP and are included in the most recent actuarial valuation or disclosed as a subsequent event.

- We agree with the findings of specialists in evaluating the valuation of the net pension liability and total OPEB liabilities and related deferred inflows and outflows and have adequately considered the qualifications of the specialist in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialists.

- We believe that the actuarial assumptions and methods used to measure pension and OPEB liabilities and costs for financial accounting purposes are appropriate in the circumstances.

- With respect to the management's discussion and analysis, required budgetary schedules, pension and OPEB information accompanying the financial statements:
  - We acknowledge our responsibility for the presentation of the management's discussion and analysis, required budgetary schedules, pension and OPEB information in accordance with accounting principles generally accepted in the United States of America.
  - We believe the management's discussion and analysis, required budgetary schedules, pension and OPEB information, including its form and content, is measured and fairly presented in accordance with accounting principles generally accepted in the United States of America.
  - The methods of measurement or presentation have not changed from those used in the prior period.

- We believe the significant assumptions or interpretations underlying the measurement or presentation of the management's discussion and analysis, required budgetary schedules, pension and OPEB information, and the basis for our assumptions and interpretations, are reasonable and appropriate in the circumstances.

- With respect to the supplemental information accompanying the financial statements:
  - We acknowledge our responsibility for the presentation of the supplemental information in accordance with accounting principles generally accepted in the United States of America.
  - We believe the supplemental information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America.
  - The methods of measurement or presentation have not changed from those used in the prior period.
  - We believe the significant assumptions or interpretations underlying the measurement or presentation of the supplemental information, and the basis for our assumptions and interpretations, are reasonable and appropriate in the circumstances.
  - When the supplemental information is not presented with the audited financial statements, management will make the audited financial statements readily available to the intended users of the combining and individual fund statements and schedules no later than the date of issuance by the entity of the supplementary information and the auditor's report thereon.
  - We acknowledge our responsibility to include the auditor's report on the supplementary information in any document containing the supplementary information and that indicates the auditor reported on such supplementary information.
  - We acknowledge our responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the entity of the supplementary information and the auditor's report thereon.

- With respect to the required management's discussion and analysis, budgetary schedules, and pension and OPEB information in the accompanying the financial statements:
  - We acknowledge our responsibility for the presentation of the required management's discussion and analysis, budgetary schedules, and pension and OPEB information in accordance with accounting principles generally accepted in the United States of America.
  - We believe the required management's discussion and analysis, budgetary schedules, and pension and OPEB information, including its form and content, is measured and fairly presented in accordance with accounting principles generally accepted in the United States of America.
  - The methods of measurement or presentation have not changed from those used in the prior period.
  - We believe the significant assumptions or interpretations underlying the measurement or presentation of the required management's discussion and analysis, budgetary schedules, and

pension and OPEB information, and the basis for our assumptions and interpretations, are reasonable and appropriate in the circumstances.

- We agree with the findings of specialists in evaluating the valuation of the net pension liability and OPEB liabilities and related deferred inflows and outflows and have adequately considered the qualifications of the specialist in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialists.

- As part of your audit, you assisted with preparation of the financial statements, related notes, and Schedule of Expenditures of Federal Awards. We acknowledge our responsibility as it relates to those non-audit services, including that we assume all management responsibilities; oversee the services by designating an individual, who possesses suitable skill, knowledge, experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and the related notes.

Information Provided

- We have provided you with:
  - Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes, and other matters;
  - Additional information that you have requested from us for the purpose of the audit; and
  - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.

- All transactions have been recorded in the accounting records and are reflected in the financial statements.

- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.

- We have provided to you our analysis of the entity's ability to continue as a going concern, including significant conditions and events present, and if necessary, our analysis of management's plans, and our ability to achieve those plans.

- We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
  - Management;
  - Employees who have significant roles in internal control; or
  - Others where the fraud could have a material effect on the financial statements.

- We have no knowledge of any instances, that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance, whether communicated by employees, former employees, vendors (contractors), regulators, or others.

- We have no knowledge of any instances that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that has a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.

- We have no knowledge of any instances that have occurred or are likely to have occurred of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.

- We have taken timely and appropriate steps to remedy fraud, noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that you have reported to us.

- We have a process to track the status of audit findings and recommendations.

- We have identified for you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

- We have provided views on your reported audit findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- We are not aware of any pending or threatened litigation, claims, and assessments whose effects should be considered when preparing the financial statements that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.

- We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.

- There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.

- City of Duncanville, Texas has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.

- We have disclosed to you all guarantees, whether written or oral, under which the City is contingently liable.

- We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.

- There are no:
    - Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
    - Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*.
    - Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62.

- City of Duncanville, Texas has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.

- We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

- We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB-62. Significant estimates are estimates at the

balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.

- City of Duncanville, Texas has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.

- We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

- We have not completed the process of evaluating the effect that will result from adopting the new accounting guidance as disclosed in the notes to the financial statements. The City is therefore unable to disclose the effect that adopting this guidance will have on its financial position and the results of operations when adopted.

- There have been no cybersecurity breaches or other cyber events whose effects should be considered for disclosure in the financial statements, as a basis for recording a loss contingency, or otherwise considered when preparing the financial statements.

Single Audit

With respect to federal awards, we represent the following to you:

- We are responsible for understanding and complying with, and have complied with, the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

- We are responsible for the preparation and presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance.

- We believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance.

- The methods of measurement or presentation have not changed from those used in the prior period.

- We believe the significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards, and the basis for our assumptions and interpretations, are reasonable and appropriate in the circumstances.

- We are responsible for including the auditor's report on the schedule of expenditures of federal awards in any document that contains the schedule and that indicates that the auditor has reported on such information.

- We have identified and disclosed all our government programs and related activities subject to the Uniform Guidance compliance audit.

- We have notified you of federal awards and funding increments that were received before December 26, 2014 (if any) and differentiated those awards from awards and funding increments received on or after December 26, 2014, and subject to the audit requirements of the Uniform Guidance.

- When the schedule of expenditures of federal awards is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by the entity of the schedule of expenditures of federal awards and the auditor's report thereon.

- We have, in accordance with the Uniform Guidance, identified in the schedule of expenditures of federal awards, expenditures made during the audit period for all awards provided by federal agencies in the form of grants, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, food commodities, direct appropriations, and other assistance.

- We have provided to you our interpretations of any compliance requirements that are subject to varying interpretations.

- We have made available to you all federal awards (including amendments, if any) and any other correspondence relevant to federal programs and related activities that have taken place with federal agencies or pass-through entities.

- We have received no requests from a federal agency to audit one or more specific programs as a major program.

- We have identified and disclosed to you all amounts questioned and any known noncompliance with the direct and material compliance requirements of federal awards, including the results of other audits or program reviews, or stated that there was no such noncompliance. We also know of no instances of noncompliance with direct and material compliance requirements occurring subsequent to period covered by the auditor's report.

- We have disclosed to you any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.

- We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.

- Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared (and are prepared on a basis consistent with the schedule of expenditures of federal awards).

- The copies of federal program financial reports provided to you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.

- We have properly classified amounts claimed or used for matching in accordance with related guidelines in the Uniform Guidance, as applicable.

- We have charged costs to federal awards in accordance with applicable cost principles.

- We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.

- We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.

- The reporting package does not contain personally identifiable information.
- We have disclosed all contracts or other agreements with service organizations and disclosed to you all communications from these service organizations relating to noncompliance at the organizations.
- We have reviewed, approved, and taken responsibility for the financial statements, related notes and the schedule of expenditures of federal awards and an acknowledgment of the auditor's role in the preparation of this information.
- We have reviewed, approved, and taken responsibility for accrual adjustments and an acknowledgment of the auditor's role in the preparation of the adjustments.
- We have disclosed to you the nature of any subsequent events that provide additional evidence with respect to conditions that existed at the end of the reporting period that affect noncompliance during the reporting period.

In addition:

- We are responsible for understanding and complying with the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major federal program; and we have complied with these direct and material compliance requirements.
- We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provide reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal award that could have a material effect on our federal programs. Also, no changes have been made in the internal control over compliance or other factors that might significantly affect internal control, including any corrective action taken by management with regard to significant deficiencies and material weaknesses in internal control over compliance, have occurred subsequent to the period covered by the auditor's report.
- We are responsible for and have accurately completed the appropriate sections of the Data Collection Form and we are responsible for taking corrective action on audit findings of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.

Richard Jackson, Managing Director of Fiscal Services/CFO

Douglas E. Finch, City Manager

RESOLUTION NO. 2024-356

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, ACKNOWLEDGING RECEIPT OF THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023 AS COMPLETED BY PATTILLO, BROWN, & HILL, LLP; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pattillo, Brown, & Hill, LLP, was contracted by the City to perform an independent audit of the City's financial accounting and to provide the Annual Comprehensive Financial Report for the Fiscal Year ended September 30, 2023; and,

WHEREAS, Pattillo, Brown, & Hill, LLP, has completed their independent audit and provided their report and findings to the Audit Committee on October 29, 2024; and,

WHEREAS, The City Council desires to acknowledge the receipt of the independent auditor's report.

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

SECTION 1. The independent audit and Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ended September 30, 2023, has been completed by Pattillo, Brown, & Hill, LLP, a copy of which has been submitted to the Audit Committee; and,

SECTION 2. The City Council hereby acknowledges receipt of the ACFR and related findings for FY 2022-2023.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of November, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider a Resolution to appropriate the remaining American Recovery Plan Act (ARPA) in the approximate amount of $550,000 and $800,000 of the remaining 2018 General Obligation Bonds for Harrington Park, to complete the concession stand and restroom buildings, Phase 1, and the trail and bridge connection to Waterview Park, Phase 3.

Vision Statement:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The City Council held a workshop meeting on October 29, 2024, to review the status of and discuss the 2018 Bond projects, and to begin the work of long-term Capital Improvement Projects (CIP) planning. Among the few 2018 Bond projects remaining, Harrington Park was discussed. Harrington Park was a part of Proposition A - $6,600,000 approved by voters in 2018. The construction of the project had been put on hold until funding was identified to cover the gap in cost. The allocation of bond funds toward Harrington Park was originally $2.4 million. The total allocation for trails, although specific uses were not identified, was $1.5 million. Of the $1.5 million allocated for trails, $500,000 was to be used toward the bridge and trail connecting Waterview Park to Harrington Park. Therefore, the updated bond allocation toward the full scope of the Harrington Park project was $2.9 million, and $1 million toward trails.

The full scope of the Harrington Park project includes 3 phases. Phase 1 includes the concession stand and restroom buildings for a total estimated cost of $3,320,000. Phase 2 includes parking lot improvements and a new pavilion with an estimated cost of $2,100,000. Phase 3 includes the trail and bridge linking to Waterview Park with an estimated cost of $800,000. The total estimated cost for all 3 phases totals $6,220,000. At the workshop funding recommendations were provided. City Council agreed to and provided staff the following direction:

1. Phase 1 - Concession stand and restroom buildings
   Current estimate - $3,320,000
   Available bond funds - $2,600,000 (A portion of the $2.9 million allocated was spent on design/engineering work)
   Recommendation: Allocate $550,000 in remaining ARPA funds and apply for HOT (hotel/motel tax) grant for the remaining $170,000 to make phase 1 whole.

2. Phase 2 - Parking lot improvements and pavilion
   Current estimate - $2,100,000
   Recommendation: Revisit this phase in the future as a part of the overall long-term CIP planning.

3. Phase 3 - Trail and bridge linking to Waterview Park
   Current estimate - $800,000
   Recommendation: Use the remaining trail bond funds, a current balance of $932,722. The remaining $132,722 will remain available for other trail projects as the Council directs.

POLICY EXPLANATION:
The purpose of the Resolution is to formally document the agreement and direction of the City Council regarding the Harrington Park 2018 Bond project.

FUNDING SOURCE:

ORG and Object Number
NA

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:
1. Approve the Resolution to allocate remaining ARPA funds and trail bond funds to complete Phase 1 and 3 of the Harrington Park bond project.
2. Do not approve the Resolution.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-349 - Harrington Park 2018 Bond project - Allocation of funds for Phase 1 and 3 - Pdf

RESOLUTION NO. 2024-349

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROPRIATING THE REMAINING AMERICAN RECOVERY PLAN ACT, (ARPA), IN THE AMOUNT OF APPROXIMATELY $550,000, AND, $800,000 OF THE REMAINING 2018 GENERAL OBLIGATION BONDS FOR THE HARRINGTON PARK, TO COMPLETE THE CONCESSION STAND AND RESTROOM BUILDINGS, PHASE 1, AND THE TRAIL AND BRIDGE CONNECTION TO WATERVIEW PARK, PHASE 3; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council met on October 29, 2024, to review the status of and discuss the remaining 2018 General Obligation Bond (Bond Projects) projects; and

WHEREAS, funding recommendations were provided for the Harrington Park Bond Project; and

WHEREAS, it was discussed and agreed to by the City Council to utilize the remaining American Recovery Plan Act (ARPA) funds, and Bond Projects, for Phase 1 and Phase 3.

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

SECTION 1. The remaining ARPA funds in the approximate amount of $550,000 will be allocated to assist in funding of the concession structure and restroom buildings at Harrington Park.

SECTION 2. The Trail bond funds in the amount of $800,000 will be allocated for the bridge and trail connection between Harrington Park and Waterview Park to complete Phase 3 of the Harrington Park Bond Project.

SECTION 3. That the City Manager or designee shall allocate the funds as provided herein.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of November, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider a Resolution authorizing the use of Hotel Occupancy Tax Funds in the Amount of $170,000 for Phase 1 of the Harrington Park 2018 Bond Project.

Vision Statement:

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

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator
Douglas Finch, City Manager

BACKGROUND/HISTORY:
Proposition A of the 2018 Bond election allocated a total of $6,600,000 for various park and infrastructure improvements in the City of Duncanville. One of the projects funded under this bond is the development of Harrington Park, which is planned in three phases:

- Phase 1: Construction of a concession stand and restroom buildings, with an estimated cost of $3,320,000.
- Phase 2: Parking lot improvements and a new pavilion, estimated at $2,100,000.
- Phase 3: A trail and bridge linking to Waterview Park, estimated at $800,000.

Phase 1 has already received $2.6 million in 2018 Bond funds, which covers much of the design and engineering work. However, additional funding is required to ensure the full completion of the phase

POLICY EXPLANATION:
During the October 29, 2024 CIP planning meeting, the City Council reviewed funding recommendations for the Harrington Park project. To address the shortfall of $550,000 for Phase 1, staff proposed utilizing the Hotel Occupancy Tax funds to cover $170,000 of this gap. The use of HOT funds is consistent with state law, which allows such funds to be used for projects that enhance tourism, attract visitors, and provide recreational amenities—aligning with the goals of the Harrington Park project.

By adopting this resolution, the City Council will provide staff with the authority to proceed with the necessary funding adjustments and ensure that Phase 1 of the Harrington Park project moves forward on schedule.

FUNDING SOURCE:

ORG and Object Number
10011000 (Convention and Visitors Bureau) - 700450 (Contractual Services)

Available Budget	Purchase Amount	After Encumber
$194,500.00	$170,000.00	$24,500.00

ACTION ALTERNATIVES:

1. Do not approve the use of HOT Funds for the Harrington Park 2018 Bond project.
2. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-371 - HOT Funds - Harrington Park Bond Project

RESOLUTION NO. 2024-371

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE USE OF HOTEL OCCUPANCY TAX FUNDS IN THE AMOUNT OF $170,000 TO BE ALLOCATED TOWARDS THE COMPLETION OF PHASE 1 OF THE HARRINGTON PARK PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY AGREEMENTS OR DOCUMENTS; PROVIDING FOR A SEVERANCE CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has committed to completing the development of Harrington Park, a major community asset, as part of the 2018 Bond approved by voters under Proposition A in the amount of $6,600,000; and

WHEREAS, the City Council has allocated $2,600,000 of the 2018 Bond funds for Phase 1 of the Harrington Park project, with a portion of those funds already spent on design and engineering work; and

WHEREAS, additional funding of $550,000 is required to fully fund Phase 1 of the project, and it has been determined that the use of $170,000 from the City's Hotel Occupancy Tax funds will help bridge the funding gap for Phase 1; and

WHEREAS, the use of HOT funds is consistent with state law, in that the expenditure of the funds will be used to improve a City-owned park in ways that enhance tourism, attract visitors, provide recreational amenities, and generate revenue through visitors staying in hotels in the City.

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

SECTION 1. The City Council hereby authorizes the use of $170,000 in Hotel Occupancy Tax funds to be applied toward the completion of Phase 1 of the Harrington Park project

SECTION 2. The City Manager or his designee is authorized to take any necessary actions to implement this resolution, including execution of any required documents, contracts, or agreements, to facilitate the use of HOT funds for this purpose.

SECTION 3. If any section, clause, or provision of this resolution is held invalid, the remainder of this resolution shall remain in full force and effect.

SECTION 4. This resolution shall take effect immediately upon its passage and approval.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of November, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider a resolution awarding a contract to Trane for HVAC repairs and authorizing the expenditure of Hotel Occupancy Tax funds in an amount not to exceed $1,071,659.00.

Vision Statement:

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

STAFF RESPONSIBLE:
Craig Brasfield - General Manager, Fieldhouse
David Kees - Interim Assistant City Manager - Community

BACKGROUND/HISTORY:
The Duncanville Fieldhouse serves as a key community asset, hosting sports events, summer camps, and hundreds of thousands of visitors each year. Over the past several years, both the HVAC system and the building's exterior doors have experienced significant issues. The HVAC system has failed repeatedly, leading to:

- Flooring Damage: Fluctuating temperatures and humidity levels have caused condensation on and, in some cases, damage to the floors.
- Uncomfortable and Unsafe Conditions: Poor climate control has resulted in discomfort for attendees and has occasionally resulted in unsafe playing conditions during tournaments.
- Accelerated Wear and Tear on the Building: HVAC failures have accelerated the deterioration of facility components, including the floors and infrastructure.

Additionally, the exterior doors of the building have suffered from wear and tear, leading to security concerns. Some doors no longer close securely, compromising the safety of the building. Staff has resorted to keeping the doors locked due to the uncertainty of whether they will be able to re-lock them when securing the building.

POLICY EXPLANATION:
The total cost for the HVAC repairs, retrofits, engineering, and exterior door repairs is as follows:

- HVAC System Repairs and Retrofit (Trane): $1,053,989.00
- Professional Upgrade Analysis and Engineering (Summit Consultants, Inc.): $38,000
- Exterior Door Repairs (Mymco Remodeling): $17,670.00
- Total Project Cost: $1,109,659.00

The use of HOT funds for the HVAC repair, engineering, and exterior door repairs is in alignment with the purpose of improving the condition of City-owned facilities, especially those like the Fieldhouse that host events attracting visitors and generating tourism revenue.

The project will begin immediately after approval and contract execution, with a lead time of approximately 16 weeks for equipment delivery for the HVAC system. The door repairs are expected to take approximately 2-3 weeks. Installation and repair work will be coordinated to minimize disruption to activities at the Fieldhouse, and the entire project should be completed by summer 2025.

FUNDING SOURCE:

ORG and Object Number
10011000 (Convention and Visitors Bureau) - 700882 (Buildings and Improvements)

Available Budget	**Purchase Amount**	**After Encumber**
$1,425,000.00	$1,109,659.00 ($1,053,989.00 for HVAC, $38,000 for engineering, $17,670.00 for doors)	$315,341

ACTION ALTERNATIVES:

1. Do not authorize funding for HVAC and repair of exterior doors.
2. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2024-370 - Repairs to Fieldhouse HVAC and Exterior Doors
Trane Assessment SOW
Duncanville Fieldhouse - Summit Consultants Engineering Proposal Oct 2024
Exterior Door Quotes

RESOLUTION NO. 2024-370

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A CONTRACT TO TRANE FOR HVAC REPAIRS AT THE DUNCANVILLE FIELDHOUSE IN AN AMOUNT NOT TO EXCEED $1,053,989.00; AUTHORIZING THE USE OF HOT FUNDS IN AN AMOUNT NOT TO EXCEED $1,053,989.00 FOR HVAC REPAIRS; AUTHORIZING THE USE OF HOT FUNDS IN AN AMOUNT NOT TO EXCEED $38,000.00 FOR HVAC UPGRADE ANALYSIS AND ENGINEERING; AUTHORIZING THE USE OF HOT FUNDS IN AN AMOUNT NOT TO EXCEED $17,670.00 FOR REPAIRS TO EXTERIOR DOORS OF THE FIELDHOUSE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville has recognized the need to repair and upgrade the HVAC system at the Duncanville Fieldhouse to improve energy efficiency, comfort, and overall performance; and

WHEREAS, the City solicited and received a detailed proposal from Trane U.S. Inc. for the replacement and retrofit of existing HVAC systems at the Duncanville Fieldhouse; and

WHEREAS, the Trane proposal includes the turnkey installation of new HVAC equipment, including split systems, rooftop units, controls systems, and other necessary components, with an estimated total project cost of $1,053,989.00; and

WHEREAS, Trane has a contract through OMNIA Partners which satisfies the competitive bid process required for HVAC repair and upgrade services;

WHEREAS, the HVAC repairs require professional engineering which cannot be performed by Trane due to their OMNIA Partners agreement; and

WHEREAS, the City solicited quotes for engineering and selected a proposal from Summit Consultants, Inc., in the amount of $38,000.00; and

WHEREAS, the Fieldhouse's exterior doors have been malfunctioning and are in need of repair; and

WHEREAS, the City solicited quotes for door repairs and selected a proposal from Mymco Remodeling in the amount of $17,670 to repair the doors; and

WHEREAS, Hotel Occupancy Tax funds are available to cover the costs of the needed repairs to the HVAC system, including the engineering costs, and the doors.

WHEREAS, The use of HOT funds for the HVAC and exterior door repairs is in alignment with state law in that the purpose of the expenditure is for improving the condition of the Fieldhouse, which hosts numerous sporting events that attract visitors, promote tourisms, and generate revenue through the booking of hotel rooms.

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

SECTION 1. The City Council hereby awards a contract to Trane U.S. Inc. for the HVAC repairs and retrofits at the Duncanville Fieldhouse as described in Trane's Proposal dated October 14, 2024, attached hereto as "Exhibit A," in the total amount of $1,053,989.00.

SECTION 2. The City Council authorizes the use of Hotel Occupancy Tax Funds in an amount not to exceed $1,053,989.00 for the HVAC repair and upgrade at the Duncanville Fieldhouse.

SECTION 3. The City Council authorizes the use of Hotel Occupancy Tax Funds in an amount not to exceed $38,000.00 for professional engineering services to be performed for the HVAC repair and upgrade at the Duncanville Fieldhouse.

SECTION 4. The City Council authorizes the use of Hotel Occupancy Tax funds in an amount not to exceed $17,670.00 for repairs to the Duncanville Fieldhouse's exterior doors.

SECTION 5. The City Manager is hereby authorized to execute all contracts and any related documents or agreements necessary to complete the HVAC repairs and upgrade project, including the engineering, subject to the approval of the City Attorney as to form.

SECTION 6. The City Manager is authorized to take any and all actions necessary to implement and administer the contract, including coordination with Trane for the delivery and installation of equipment and ensuring compliance with all applicable laws, codes, and regulations.

SECTION 7. If any section, clause, or provision of this resolution is held invalid, the remainder of this resolution shall remain in full force and effect.

SECTION 8. This Resolution shall take effect immediately upon its passage and approval.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of November, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

Trane Turnkey Proposal



Turnkey Proposal For:
City of Duncanville - Fieldhouse

Local Trane Office:
Trane U.S. Inc.
1617 HUTTON DRIVE
Carrollton, TX 75006

Local Trane Representative:
Josh Wendt / Ronnie Weems
Cell Phone: (469) 346-6449

Proposal ID: 7310675
COOP Quote Number: L3-02-10584-23-011
COOP or Federal Contract ID: OMNIA
Racine #3341

Date: October 14, 2024

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Trane Turnkey Proposal

Executive Summary

Trane is pleased to present a solution to help City of Duncanville reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from City of Duncanville to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits City of Duncanville should expect from this project are highlighted below.

- Improved temperature and humidity control of the Fieldhouse
- Replace aged assets with new technology for improved reliability and performance
- Reduce maintenance costs with new equipment and extended warranties
- Improved asset value via new equipment being installed

Trane appreciates the opportunity to earn your business. This project will provide City of Duncanville with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with City of Duncanville for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Josh Wendt
Trane U.S. Inc.

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Prepared For:
City of Duncanville

Date:
October 14, 2024

Job Name:
Duncanville Fieldhouse Retrofit

Proposal ID:
7310675

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

Payment Terms:
Net 30

State Contractor License Number:
TACLA139379C

Proposal Expiration Date:
30 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with City of Duncanville and based on the site surveys performed on 07/09/2024, 07/24/2024, 08/09/204, and 08/16/2024.

Turnkey Installation of HVAC Equipment

Current Estimated LEAD TIME of all equipment: 16 WEEKS

Tag Data - Odyssey Split System Indoor Unit (Qty: 4)

Item	Tag(s)	Qty	Description	Model Number
A1	FC-2	1	6 - 25 Ton Unitary Split Systems Indoor	TWE180K4BAA**BD
A2	SS-3	1	6 - 25 Ton Unitary Split Systems Indoor	TWE120K4BAA**BD
A3	SS-4	1	6 - 25 Ton Unitary Split Systems Indoor	TWE150K4BAA**BD
A4	SS-5	1	6 - 25 Ton Unitary Split Systems Indoor	TWE120K4BAA**BD

Product Data - Odyssey Split System Indoor Unit

All Units

Standard Ship Cycle
Air Handler
R-454B Refrigerant
460/60/3
Dual Circuit
Generation B (2023 DOE)
SZVAV (not for 24V t-stat control)
Standard Motor
5 Year Parts and Labor Warranty

Item: A1 Qty: 1 Tag(s): FC-2

15 Tons
29.92 kW Heater (460/60/3) (Field Installed)

Item: A2, A4 Qty: 2 Tag(s): SS-3, SS-5

10 Tons
34.88 kW Heater (460/60/3) (Field Installed)

Item: A3 Qty: 1 Tag(s): SS-4

12.5 Tons
29.92 kW Heater (460/60/3) (Field Installed)

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Tag Data - Odyssey Split System Outdoor Unit (Qty: 4)

Item	Tag(s)	Qty	Description	Model Number
B1	CU-2	1	6 - 25 Ton Unitary Split Systems Outdoor	TTA180K4DAA**BS010001
B2	CU-3	1	6 - 25 Ton Unitary Split Systems Outdoor	TTA120K4CAA**BS010001
B3	CU-4	1	6 - 25 Ton Unitary Split Systems Outdoor	TTA150K4DAA**BS010001
B4	CU-5	1	6 - 25 Ton Unitary Split Systems Outdoor	TTA120K4DAA**BS010001

Product Data - Odyssey Split System Outdoor Unit

All Units

Standard Ship Cycle
Cooling (TTA)
R-454B Refrigerant
460/60/3
Generation B (2023 DOE)
Symbio (Cooling)
STD Coil w/ Guards
Advanced Controller - BACnet BAS (TTA)
Ext. mount Small cabinets (Symbio) (Field Installed)
5 Year Parts and Labor Warranty

Item: B1 Qty: 1 Tag(s): CU-2

15 Tons
Dual Compressors / Dual Circuit

Item: B2 Qty: 1 Tag(s): CU-3

10 Tons
Manifold Compressors / Single Circuit

Item: B3 Qty: 1 Tag(s): CU-4

12.5 Tons
Dual Compressors / Dual Circuit
Pressure Transducer for ICM (Field Installed)

Item: B4 Qty: 1 Tag(s): CU-5

10 Tons
Dual Compressors / Dual Circuit
Pressure Transducer for ICM (Field Installed)

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Tag Data - Split System Air Conditioning Units (Small) (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
D1	FC-1	1	1.5 - 5 Ton Unitary Split Systems (SSC)	4TTA4060A40000*00000*GAM5B0C60M51E

Product Data - Split System Air Conditioning Units (Small)

Item: D1 Qty: 1 Tag(s): FC-1

Split System Cooling Outdoor Unit
5 Ton Nominal Cooling Capacity
460 Volt 3 Phase 60 Hertz
Split System Cooling Indoor Unit
Multi-poise 4-way
Better, Entry level Hi EFF, multispeed
5 Ton air handler
208-230/1/60
Black Epoxy Coil
Brazed
14.40/19.20 kW Htrw/Ckt Brk 208/240/1 (Field Installed)
Single point entry kit (Field Installed)
5 Year Parts and Labor Warranty

Tag Data - 6- 25 Ton PKGD Precedent Unitary Rooftops (Qty: 3)

Item	Tag(s)	Qty	Description	Model Number
C1	RTU-1	1	6- 25 Ton PKGD Precedent Unitary Rooftop	YSK240A4S0L**D0000001A
C2	RTU-2	1	6- 25 Ton PKGD Precedent Unitary Rooftop	YSK240A4S0L**D2000001
C3	RTU-3	1	6- 25 Ton PKGD Precedent Unitary Rooftop	YSK102A4S0L**D2000001

Product Data - 6- 25 Ton PKGD Precedent Unitary Rooftops

All Units

DX Cooling / Gas Heat
Standard Efficiency
R-454B Refrigerant
460/60/3
Symbio 700
10-year aluminized heat exchanger parts only warranty
5 Year Parts and Labor Warranty

Item: C1 Qty: 1 Tag(s): RTU-1

20 Ton
Low Gas Heat
Economizer, DB with Barometric Relief
Advanced Controls and BACnet BAS
Modulating Hot Gas Reheat (HGRH)

Item: C2 Qty: 1 Tag(s): RTU-2

20 Ton
Low Gas Heat
Economizer, DB with Barometric Relief
Single Zone Variable Air Volume with Standard Motor
Advanced Controls and BACnet BAS

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Item: C3 Qty: 1 Tag(s): RTU-3

8.5 Ton
Low Gas Heat
Economizer, DB with Barometric Relief
Single Zone Variable Air Volume with Standard Motor
Advanced Controls and BACnet BAS

Tag Data - Packaged Rooftop, Cooling / Heating Units (Qty: 4)

Item	Tag(s)	Qty	Description	Model Number
E1	RTU-4	1	27 1/2-50 Ton Packaged Commercial Rooftop	YCH600D4L*1A4NC600*****0HB0000*TN00E0000X**********2
E2	RTU-5	1	27 1/2-50 Ton Packaged Commercial Rooftop	YCH480D4L*1A3LC600*****0HB0000*TN00E0000X**********2
E3	RTU-6	1	27 1/2-50 Ton Packaged Commercial Rooftop	YCH600D4L*1A4NC600*****0HB0000*TN00E0000X**********2
E4	RTU-7	1	27 1/2-50 Ton Packaged Commercial Rooftop	YCH600D4L*1A4NC600*****0HB0000*TN00E0000X**********2

Product Data - Packaged Rooftop, Cooling / Heating Units

All Units

DX Cooling, natural gas heat
Horizontal supply and horizontal return
R-454B
460 Volt 60 Hertz 3 Phase
Low gas heat capacity
Barometric relief
2" MERV 4 Standard efficiency, throwaway filters
0-100% Economizer, dry bulb control
VAV (Single zone) with supply VFD
Louvered condenser coil hail guards
Adv Ctrl & BACnet/Modbus Comm. (BCI)
5k SCCR
Standard efficiency unit
Modulating hot gas reheat
Wall mounted humidity sensor (Field Installed)
5 Year Parts, Labor, and Refrigerant Warranty

Item: E1, E3, E4 Qty: 3 Tag(s): RTU-4, RTU-6, RTU-7

50 ton
20 hp supply motor
725 RPM

Item: E2 Qty: 1 Tag(s): RTU-5

40 ton
15 hp supply motor
625 RPM

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Mechanical and Electrical Installation

Scope: RTU Package Systems.

Replace Seven (7) existing RTUs with Tonnage to match existing RTUs.

1. Baseline CFM readings of existing units.
2. Make safe by, shutting down the existing units at the panel, and utilize lock-out-tag-out (LOTO).
3. Disconnect existing electrical circuits at the units and protect from damage.
4. Disconnect condensate and duct transitions.
5. Hoist existing units out of position, and place on vehicle for site removal.
6. Before disposing of demoed equipment, properly reclaim and present refrigerants and oil to a properly licensed entity per EPA requirements.
7. Check existing curb for any visible signs of damage, and if any damage is discovered it will be reported to the Customer.
8. Install new adapter curbs as required.
9. Hoist and set new units into position.
10. Install outdoor air assemblies and filter racks.
11. Connect condensate piping, duct transitions, and electrical circuits.
12. **Trane assumes the smoke detectors , if installed, are functioning correctly. Verification or testing of smoke detectors operation after equipment replacement is the responsibility of the Customer and is specifically excluded from this proposal.**
13. Remove LOTO and energize unit.
14. Perform RTU start-up.
15. Clean up work zone prior to demobilizing.
16. Final CFM readings of new units.

DX Split System Replacements

Trane will furnish and install four (5) DX Split System Tonnage to match existing Split Systems.

1. Trane will provide crane, rigging and delivery of new DX Split System to the jobsite.
2. Necessary disconnection and reconnection of the electrical
3. Remove and reinstall interlock wiring from the existing smoke detectors to the unit power.
4. **Trane assumes the smoke detectors , if installed, are functioning correctly. Verification or testing of smoke detectors operation after equipment replacement is the responsibility of the Customer and is specifically excluded from this proposal.**
5. Make safe by shutting down existing equipment and utilizing lock-out-tag-out (LOTO).
6. Disconnect and remove existing line sets.
7. Disconnect condensate drain and duct transitions.
8. Per approved demo plan, remove the unit as a whole or in sections as necessary.
9. Safely remove equipment from building and place on vehicle for site removal.
10. Properly secure demoed equipment and remove equipment from the site using industry best known methods.
11. Per approved installation plan, safely transport new equipment sections into building.
12. Set equipment in place and install any feet or hangers with vibration dampers per manufacturer's directions.
    a. Note – FCU-2 in Boxing Area will be relocated as close to the corner/wall as possible so the unit has minimal physical impact in the space
13. Connect new line set piping, condensate piping, duct transitions, and replace components as necessary.
14. Transition of all electrical, condensate lines, and ductwork for side discharge units to the new DX split systems.

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Controls System Upgrade

QTY	DESCRIPTION
1	BCU to SC+ Upgrade
7	Roof Top Unit Controls
5	Split System Controls

BAS System Clarifications:

Centralized Workstation: Existing Trane Ensemble Server Interface

- New SC+ with associated licensing
- Tracer Ensemble Add License for SC+
- New BACnet MSTP Communication
- Graphic Point Mapping included on RTU's & Split Systems being replaced

User Interface

- Existing Web Interface

Roof Top Unit: Factory Mounted Controls

- Provide control of Roof Top Units with all control points, sequencing, and associated end devices.
- Disconnect/Re-Connect New Communication wiring, Safety Devices, or other controlling sensors. Specific to RTU being replaced.
- RA / SA Smoke Detectors to be provided and Installed by City of Duncanville 3rd party Life Safety/Fire Protection contractor, Interlock performed by Trane Controls

Split System Unit: Field Mounted Controls

- Provide control of Split System Units with all control points, sequencing, and associated end devices.
- Disconnect/Re-Connect New Communication wiring, Safety Devices, or other controlling sensors. Specific to Split System being replaced.
- RA / SA Smoke Detectors to be provided and Installed by City of Duncanville 3rd party Life Safety/Fire Protection contractor, Interlock performed by Trane Controls

BAS Services Include:

- System Engineering
- Graphics & Programming
- Record Drawings
- Control Wiring Installation
- Owner Training
- (1) Year Warranty

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Inclusions:

1. Trane will provide and maintain a schedule of the project throughout the duration of the work.
2. Trane shall provide operation and maintenance manuals to reflect the completed work at the conclusion of the work in an electronic format.
3. Trane will provide the necessary manufacturer's warranty documentation for the materials and equipment installed under this package of work.
4. If permits are required for the work being performed, Trane will coordinate with the code authorities having jurisdiction for permitting, inspections and final acceptance.
5. Trane will conduct monthly progress meetings with the customer representative for the project to facilitate communication and coordination of the work. These can be in person, virtual or by phone.
6. Customer agrees to perform the removal of unnecessary stored materials from the mechanical & electrical rooms where work is to be performed, in advance of the work performed by Trane under this agreement.
7. Customer agrees to perform the removal and or relocation of furnishings from the occupied spaces where work is to be performed. Removal will take place in advance of the work to be performed by Trane.
8. Customer agrees to the relocation, or temporary reassignment of staff, or office assignments to allow for certain mutually agreed work activities.
9. Customer agrees to the acceptance of portions of the work as they become completed because the customer agrees that they will receive beneficial use of those enhanced, upgraded, remodeled or improved facilities during the remaining period of construction.
    a. Customer agrees that it will not unduly withhold acceptance of properly completed portions of the work.
10. Customer agrees to provide access to the areas of work in a timely manner to facilitate the progress of the work.
11. Customer will provide material staging areas for this project. Parking spaces will be identified for Trane sub-contractor parking and parking permits will be issued to Trane for contractor parking.
12. Control wiring will be run in plenum rated cable in concealed but accessible areas. EMT conduit will be used in exposed areas.
13. Trane will require customer personnel to shut down and start-up any systems necessary in order to perform the work.
14. Customer to make provisions for a material laydown area close to the project site for contractor material staging. Fencing to protect this laydown area is the responsibility of Trane.

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Exclusions & Clarifications:

1. Texas State Sales, Use or Remodel Taxes are excluded. Our understanding is the customer is tax exempt.
2. Federal Davis-Bacon Wage Requirements are excluded.
3. After hours security detail, or cost for such a detail, is excluded.
4. Temporary heating, cooling or electrical power generation equipment or installation is excluded. Any piping hoses, electrical cabling required to make the temporary heating, cooling or electrical power generation equipment operational is also excluded.
5. Demolition, repair, modification or installation of the following systems or system components such as but not limited to, security camera systems, door access control systems, Ethernet cabling, IT networking or WiFi systems, routers, or other systems not specifically part of this installation are excluded.
6. Replacement of floor covering is excluded.
7. Replacement of ceiling systems or ceiling materials outside of the area impacted by this agreement is excluded.
8. Does not include anything not specifically detailed within this proposal
9. Proposal does not include day to day work with Third-Party Commissioning Agent
10. Trane excludes the integration, associated wiring of Fire / fire-smoke/ control, furnishing dampers, smoke detectors, installation of addressable fire alarm devices into an existing or new fire alarm control panel (FACP) unless specifically defined within this scope of services.
    a. Trane will require customer personnel to shut down, test, recertification, and start-up any Fire and Smoke system (FACP) that would be required to perform the work as part of this contract.
    b. Trane is proposing to re-use existing devices and believes all necessary devices are already integrated and into the FACP.
11. Trane excludes furnishing or installing addressable fire alarm devices as part of this program of work. Trane is proposing to re-use existing devices.
12. Trane excludes the repair, replacement or rebuilding of customer equipment that is not listed in the equipment lists provided in this document.
13. Trane excludes the removal, remediation, or handling of hazardous or contaminated soils, paints, coatings, adhesives or other materials as part of this program of work
14. Trane excludes the correction, repair or remediation of existing code compliance issues uncovered or existing at the facility that are outside the scope of this project work.
15. It is assumed that all existing devices, fans, motors, dampers, actuators, FP Boxes, VAV Boxes, etc. are operable and suitable for reuse if that is contemplated in the project planning.
16. Work required to correct, bring into compliance, or mitigate ADA (American with Disabilities Act) requirements is excluded.
17. Guarantees for energy, operational, or other savings are excluded
18. Trane excludes a Bid Bond or Maintenance Bond for this work.
19. Trane excludes roofing work not specifically detailed in this proposal and any roof maintenance bonds or roof warranty bonds will not be enhanced or modified by this agreement.
20. Trane excludes any upgrades to building envelope or insulation if required to meet energy code requirements.
21. Equipment order and/or release and services are dependent upon receipt of P.O. and/or contract, credit approval and final equipment submittals are approved.

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Pricing and Acceptance

City of Duncanville
Craig Brasfield
General Manager

Site Address:
Duncanville Fieldhouse
1700 S Main St
Duncanville, TX 75137

Price

Base Project Price ……..……$995,449.00

Project Development Costs ……..……$48,000.00

Payment and Performance Bond Costs (required by municipality) ……$10,540.00

Total Base Project Price ……..……$1,053,989.00

*****Trane can engage ONCOR to capture energy rebate dollars and reimburse the City once the turnkey project is completed. Trane is a registered service provider in the Oncor Energy Efficiency Incentive Program*****

ADP DISCOUNT PROGRAM (PRE-PAYMENT FOR EQUIPMENT)
Trane is pleased to offer an opportunity to maximize the value of your purchase by offering you savings with the Trane Anticipation Discount Program (ADP) that is flexible and designed for all Trane customers. The discount depends on percentage (%) of quoted price that is pre-paid, estimated payment date, estimated monthly schedule of values, and the current annualized discount rate

New Refrigerant Considerations
Trane has accounted for the installation of new R-454B based on current code and compliance requirements known at the time of proposal. Trane is not responsible for any additional scope of work that may be required to meet any codes that could change in between the date of this proposal and the implementation of this project. If specific changes are needed due to the A2L flammability of R-454B, they will be quoted separately of this proposal.

Financial items not included

- Bid Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Josh Wendt / Ronnie Weems
Trane U.S. Inc.

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Exhibit A

ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Josh Wendt / Ronnie Weems	Cell: 469-346-6449 Office: (469) 758-3000 Proposal Date: October 14, 2024
CUSTOMER ACCEPTANCE Duncanville City Of	**TRANE ACCEPTANCE** Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number: Texas

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Exhibit A

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

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 AND EQUIPMENT PRICES 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. Prices in the Proposal are subject to change at any time upon notice to Customer. 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. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. 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 Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

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. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

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.

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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 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, without an election of remedies, 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 and Customer shall indemnify, defend and hold harmless each other 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 their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. 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

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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 that Company 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 the laws 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 or province'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 the cause 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 law shall 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 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.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)

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Exhibit A

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

   "Equipment" shall have the meaning set forth in the Agreement.

   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

   "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

   "Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
   d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
   e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of

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providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
    (i) data backups; and
    (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or

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undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

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City of Duncanville Field House
Duncanville, Texas

(Detailed Study / Project Development Agreement)

To Whom It May Concern:

This signed Project Development Agreement by The City of Duncanville TX authorizes Trane Texas to proceed with the detailed project development tasks (detailed study) necessary to verify the project costs and scope of work options discussed recently as it relates to the current HVAC related needs of the Field House facility. It is anticipated that the detailed study effort will take approximately **120 days** from the mutual execution of this Letter of Commitment.

1. The overall purpose of the detailed study is to validate the budget and scope of work concepts discussed with Trane Texas thus far, such that a business decision may be made regarding the best course of action for the City of Duncanville Field House. It is further understood that Trane Texas will present a final agreement with a detailed scope of work describing the recommended project(s). The City of Duncanville TX agrees that it intends to enter into an agreement with Trane Texas to provide the services recommended in the detailed project development effort within 8 weeks of presentation by Trane Texas of said agreement. Additionally, the cost of the detailed project development effort will be **included** as part of the overall project costs of the aforementioned agreement.

2. In the event City of Duncanville TX chooses not to enter into an agreement with Trane Texas to implement the detailed study recommendations, City of Duncanville TX agrees to pay Trane Texas the sum of **$48,000.00 Forty-eight Thousand Dollars [US])** for the detailed project development effort (Phases 1 and 2). City of Duncanville TX further agrees to pay Trane Texas within 8 weeks of the presentation of the detailed study findings (agreement), as reimbursement for the detailed study evaluation effort. The project development will be broken down into 2 phases:

- **Phase 1** – Initial Project Development
- **Phase 2** – Detailed Project Development

3. As part of the detailed project development effort Trane Texas will fully evaluate the project costs and document the scope of work items as outlined in this document. Upon conclusion of the project development effort, Trane Texas will provide the City of Duncanville TX with an installation agreement containing firm construction costs to implement the project. A complete set of construction bid documents are not necessary for Trane Texas to adequately describe the scope of work and obtain firm pricing from installation subcontractors, thus the creation of a complete set of said documents is often deferred to the implementation phase of the project.

4. If any resulting contract award needs services deemed required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services, the Customer will be responsible to acquire such services outside of the contract award. Information gathered by Trane during the course of the feasibility analysis described herein will be provided to the Customer in order to reduce time and expenses associated with these services.

Scope of Work Overview [Refer to **Attachment A and B** for *Details*]

In order to enable Trane Texas to perform the detailed study, City of Duncanville TX agrees to provide:

- Access to the buildings, facility and management personnel, 3rd party engineering resources and test data, (as applicable), along with key decision makers to enable Trane Texas to better understand the facility operations and organizational goals that will help Trane Texas optimize the effectiveness of the proposed project, as required to conduct the study.
- Additional work sessions with City of Duncanville TX, as needed to fine-tune Trane Texas's offering.
- A time and location for a meeting for presentation of Trane Texas's final proposal; all parties that will be involved in the decision-making process to proceed with the Trane Texas agreement will attend this meeting.

Acceptance by Trane

CITY OF DUNCANVILLE TX

By: _____
Name:

Its: Title City Manager

Dated: 7/8/24

on behalf of the DCEDC
Approved May 2024
meeting held
June 3, 2024

TRANE TEXAS

By: _____
Anthony Martin

Its: Energy Services and Contracting Leader

Dated: July 12, 2024

Attachment-A *Scope of Work Overview*

Detailed Study Project Overview- The following scope of work will be evaluated, priced, and developed as outlined in Attachment B:

Trane technical resources will conduct a detailed study involving the current HVAC systems, along with the temperature control (building automation system) assets located at the Field House facility. The study will focus on the following objectives such that Trane can provide the City of Duncanville with an actionable proposal to include firm pricing for the improvements developed during the detailed study.

1. Review of current facility information (architectural drawings, control drawings, MEP drawings, etc.).
2. Site visit(s) to confirm current facility mission / operations.
3. Verification of heating, ventilating, and cooling load requirements based on current space utilization, along with current building code requirements.
4. Confirmation of existing performance issues (humidity control, temperature control, other).
5. Identify opportunities for energy efficiency improvements.
6. Determine improvements needed to the existing HVAC equipment, air distribution systems, and the associated temperature controls such that the environmental control of the facility better aligns with the City's expectations.
7. Verification of site utilities to include identifying any electrical infrastructure constraints.
8. Conduct workshop discussions with the City of Duncanville as the detailed study progresses to ensure adequate input from the City is considered, prior to finalizing any recommendations.
9. Based on Trane's technical assessment and recommendations, Trane will develop firm pricing and an implementation agreement whereby Trane will provide a turnkey installation of the recommended solution as the prime contractor.

Attachment-B *Project Development Phases*

1. Phase 1: Initial Project Development

Intent: Trane will conduct an on-site visit with technical personnel to assess the viability of the aforementioned project objectives. The preliminary assessment phase has several objectives. The first will be to gather and synthesize information from the facility that will enable us to further define the scope of work requirements. Next, we will develop a plan that will identify the technical project development tasks necessary to fully explore the construction challenges of the project.

A. Conduct the Initial Facility Assessment

1) Collect relevant equipment and design information regarding the existing Field House facility.
2) Review existing source(s) of power to the building.
3) Review existing mechanical and electrical infrastructure at the facility.
4) Develop a building simulation model of the Field House to confirm the existing HVAC load requirements and to fully evaluate the future performance of the new improvements.
5) Other- (e.g., feasibility study related tasks: Life Cycle Pro Forma Models)

B. Draft the Project Summary Report / Work Session(s)

1) Prepare a high-level synopsis of the project.
2) Include a brief narrative description of modifications to be investigated, along with the infrastructure upgrades that should be considered for further development and the creation of pricing documents.
3) Include an initial assessment of the project financial risk points as it relates to design and constructability concerns, along with any local permitting known challenges.
4) Conduct appropriate work sessions with the appropriate City personnel to obtain feedback on the scope of work options evaluated. Work sessions will be conducted to present the technical and financial benefits of the Trane improvements under consideration.
5) Gain approval of the scope of work that will move forward into Phase 2 (Detailed Project Development)

C. Assumptions

1) The owner shall provide all necessary building record drawings, including civil, architectural, mechanical, electrical, plumbing, controls, equipment data sheets, etc.
2) The owner shall provide accessibility to the project site and staff members responsible for the current operation of the buildings involved in the project.
3) The owner will assist in acquiring Operations and Maintenance (O&M) program information including capital project costs, preventative maintenance costs, regular service and maintenance contracts and invoices, and identify past and current problems with the existing energy systems.

2. Phase 2: Detailed Project Development

Intent: The detailed project development phase will conclude with Trane providing the City of Duncanville TX with an agreement to install a project that is materially consistent with the aforementioned project summary document. The detailed project development process has several objectives. The first will be to finish gathering and synthesizing information from the facility that will enable us to initiate technical development activities. These activities will be focused on creating a detailed scope of work document (narratives, drawings, etc.) such that installation contractors, to include Trane, will be able to establish firm pricing for the project. Upon receipt of project installation quotes, Trane technical resources will evaluate the information to determine if the overall project budget and associated components within the budget are reasonable and meet City of Duncanville TX financial and economic goals. Steps will be taken if an aspect of the project does not meet our price reasonableness standards, given our experience with this type of construction. Lastly, we will consolidate the project related information into a detailed installation scope of work agreement that will enable City of Duncanville TX to move forward with a project under Trane's leadership as the prime contractor.

A. Conduct Detailed Development Activities [*Typical Tasks*]

1) For this project we envision, at a minimum, the need for the following technical disciplines:
   a. Mechanical and Electrical Consultant
   b. Civil and/or Structural Consultant
   c. Controls Consultant
2) Each of the aforementioned technical resources will synthesize the project information as it relates to their discipline in order to accurately document the project requirements. Coordination with local code officials/ requirements as needed to understand the project's building code requirements.
3) Work with local utility providers (electric, gas, water & sewer) to understand any construction or technical related implications related to this project.

B. Create Installation Pricing Documentation

1) Create development-level documents accurately describing the modifications to the facility for the identified project.
2) Create development-level drawings (as needed) with associated descriptive notes, general specifications, or performance goals, to enable Trane to obtain firm pricing from installation contractors.
3) Develop system level flow diagrams (as needed) to show interconnection of existing systems to new systems, and to further establish any control system requirements.

C. Installation Pricing Activities

1) Identify contractor(s) meeting Trane's subcontractor qualification requirements that are able to assist Trane in the execution of the scope of work.
2) Coordinate on-site visits with the contractors to provide familiarity with the project and initial contractor screening.
3) Collect and analyze the contractor proposals and pricing documents.
4) Coordinate meetings to review the scope of work intent outlined in the scope of work documents and interview the preferred contractors as it relates to pricing and scope clarifications.

D. Analyze the Project Economics

1) Prepare a detailed financial Pro Forma / discounted cash flow analysis of the project depicting the financial implications of the project.

E. Create the Final Proposal Documentation

1) Coordinate workshop meetings with the City of Duncanville TX staff, as needed to fully qualify and propose an actionable co-authored project.
2) Deliver final proposal in the form of an installation agreement to implement the project. The agreement may include relevant concept (development) drawings created in connection with the detailed project development effort, to ensure the scope of work is fully documented.

THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) BOARD MINUTES
SPECIAL CALLED MEETING
JUNE 3, 2024

A special called meeting of the Duncanville Community and Economic Development Corporation (DCEDC) Board of Directors was held on Monday, June 3, 2024, at 6:00 PM in the City Council Briefing Room.

Board Members in Attendance:

Kenneth Govan	President
Charles Reed	Vice President
Gregory Zylka	Board Member
Marlon Goff	Board Member
Donella Payne	Board Member

Board Members Not in Attendance:

Tonya Savage	Board Member

Staff Present:	LoLecia Day	Economic Development Assistant Director
	Jeremiah Brewer	Economic Development Coordinator
	Cynthia D. Williams	Economic Development Executive Assistant
	Angela Owens	City Events Planner

CALL TO ORDER

The meeting was called to order by President Govan at 6:04 PM.

INVOCATION

The Invocation was given by Board Member Goff.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the U.S. and Texas Flags were recited.

ITEM NO. 1 CITIZEN'S PUBLIC FORUM

President Govan read the Item into record. The following spoke during the Citizen's Public Forum:

Patricia Ebert

115 South Greenstone
Duncanville, TX

Ms. Ebert spoke on the order of the agenda tonight. Item 3 says, Conduct A Public Hearing on the Following Items. But then Items 4, 5, and 6 are the information that will be presented on those Items. Since she must open records tonight after the meeting and then it takes three to four weeks for her to get the information, she does not have any data to public comment on.

Vice Present Reed made a motion to suspend the rules to take Item 3 after Item 6. Seconded by Board Member Goff.

City Manager Finch asked the Board if it would be preferable to the DCEDC that that is the typical process? Approved unanimously.

ITEM NO. 2 BRIEFINGS AND PRESENTATIONS

President Govan read the Item into record. Ms. Angela Owens, City Events Planner, gave a presentation on the upcoming Red, White, and BBQ event.

Save the Date: July 30, 2024, for possible Joint Meeting with City Council at Wheatland Plaza, 6 p.m.

ITEM NO. 3 CONDUCT A PUBLIC HEARING ON THE FOLLOWING ITEMS:

a. **ITEM 4 OF THE JUNE 3, 2024, DCEDC AGENDA – "CEDAR PARK SHOPPING CENTER, LTD."**
b. **ITEM 5 OF THE JUNE 3, 2024, DCEDC AGENDA – "ALW ENTERTAINMENT"**
c. **ITEM 6 OF THE JUNE 3, 2024, DCEDC AGENDA – "DUNCANVILLE FIELDHOUSE"**

President Govan read Items a., b., and c. into record. Vice President Reed made the motion to open the Public Hearing for Item 3a. Seconded by Board Member Zylka. Approved unanimously. Vice President Reed made a motion to close the Public Hearing for Item 3a. Seconded by Board Member Zylka. Approved unanimously.

Vice President Reed made the motion to open the Public Hearing for Item 3b. Seconded by Board Member Zylka. Approved unanimously. Vice President Reed made a motion to close the Public Hearing for Item 3b. Seconded by Board Member Zylka. Approved unanimously.

Vice President Reed made the motion to open the Public Hearing for Item 3c. Seconded by Board Member Payne. Approved unanimously. Vice President Reed made a motion to close the Public Hearing for Item 3c. Seconded by Board Member Zylka. Approved unanimously.

ITEM NO. 4 DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING AN APPLICATION FOR INCENTIVE AND GRANT ASSISTANCE BY CEDAR

PARK SHOPPING CENTER, LTD, LOCATED AT 207 -331 S. CEDAR RIDGE DR., DUNCANVILLE, TEXAS 75116

President Govan read the Item into record. Vice President Reed made the motion to table until Executive Session. Seconded by Board Member Payne. Approved unanimously.

ITEM NO. 5 DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING AN APPLICATION FOR HOT FUNDING FOR ALW ENTERTAINMENT LOCATED AT 731 S. R.L. THORNTON FREEWAY, DALLAS, TEXAS 75203

President Govan read the Item into record. Mr. Ulrick Bates, 926 Green Tree Ln., Duncanville, TX 75137 gave a presentation on behalf of ALW Entertainment.

Vice President Reed made the motion to table until Executive Session. Seconded by Board Member Goff. Approved unanimously.

ITEM NO. 6 DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING THE DUNCANVILLE FIELDHOUSE – HVAC LOCATED AT 1700 S. MAIN ST., DUNCANVILLE, TEXAS 75137

President Govan read the Item into record. Vice President Reed made the motion to table until Executive Session. Seconded by Board Member Payne. Approved unanimously.

ITEM NO. 7 EXECUTIVE SESSION

President Govan read the Item into record.

In accordance with the Texas Government Code, the DCEDC shall convene into closed executive session pursuant to the following section: Section 551.071 – Consultations with City Attorney, or special counsel, regarding pending or contemplated litigation:

- NO ITEMS

In accordance with the Texas Government Code, the DCEDC shall convene into closed executive session pursuant to the following section: Section 551.087 (2) – Deliberation Regarding Economic Development Negotiations, to deliberate the offer of a financial or other incentive to a business prospect:

- RED, WHITE, AND BBQ
- POTENTIAL REAL PROPERTY SALE OPPORTUNITY
- CEDAR PARK SHOPPING CENTER, LTD.
- ALW ENTERTAINMENT
- BUDGET ADJUSTMENT
- 200 W. CENTER STREET

ITEM NO. 8 RECONVENE INTO OPEN SESSION

President Govan read the Item into record. Board Member Goff made a motion to reconvene into open session. Seconded by Board Member Payne. The DCEDC reconvened into open session at 8:01 p.m.

TAKE ANY NECESSARY OR APPROPRIATE ACTION AS A RESULT OF CLOSED EXECUTIVE SESSION

President Govan read the Item into record. Vice President Reed made the motion to approve a $48,000 allocation for a repurpose analysis for the HVAC equipment at the Fieldhouse. Seconded by Board Member Goff. Approved unanimously.

President Govan read the Item into record. Board Member Zylka made a motion for Item 4 for the Cedar Park Shopping Center to assist the Center with an infrastructure grant for a public benefit of $20,000 towards ADA grants. This $20,000 will replace the previous $20,000 that the DCEDC has. Seconded by Vice President Reed. Approved unanimously.

President Govan read the Item into record. Vice President Reed made a motion for Item 5, which is the application for hot tax funding for ALW Entertainment until the next Board Meeting with instructions to city staff to bring it back based on the feedback the DCEDC received. Seconded by Board Member Goff. Approved unanimously.

ADJOURNMENT

President Govan read the item into record. Motion to adjourn by Vice President Reed. Seconded by Board Member Zylka. Approved unanimously.

The DCEDC June 3, 2024, Regular Meeting adjourned at 8:34 PM.

APPROVED:

_____

KENNETH GOVAN
DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC)
PRESIDENT

ATTEST:

_____

CYNTHIA D. WILLIAMS
ECONOMIC DEVELOPMENT EXECUTIVE ASSISTANT

Summit CONSULTANTS, INC.

1300 Summit Avenue
Suite 500
Fort Worth, Texas 76102

Office 817 878 4242
Facsimile 817 878 4240
www.summitmep.com

October 22, 2024

Attn.: Doug Finch
City of Duncanville

Re: Duncanville StarCenter HVAC Upgrade Analysis and Engineering

Craig:

Summit Consultants, Inc. (Summit) is pleased to offer the following proposal for mechanical, electrical, and structural engineering services for the referenced project.

Summit understands that Duncanville has a project to replace existing rooftop units at the facility. Specific goals of the project include 1) Ensuring that replacement equipment is correctly sized for current facility use and 2) Addressing humidity control issues that have been experienced in the facility. There is a need for engineering of the project. The scope of work will include Code review and provision of construction documents for mechanical, electrical, and structural engineering. Construction Documents will be sealed by engineers licensed in the State of Texas.

SCOPE OF SERVICES:

Equipment Scope of Work:

- Split System Air Conditioning Units FC-1, FC-2, SS-3, SS-4, SS-5
- Split System Units provided with electric heaters as required with dehumidification control
- DX Rooftop Units RTU-1, RTU-2, RTU-3, RTU-4, RTU-5, RTU-6, RTU-7
- DX Rooftop Units provided with hot gas reheat as required with dehumidification control
- Scope of work will include integration of new equipment into a building automation system with graphical user interface.

Preliminary Engineering:

- Site investigation to document existing equipment and conditions
- Prepare HVAC Loads Analysis. Provide report
- Provide ICC and IECC code reviews. Provide report
- Consult with local building department officials. Provide report
- Perform structural review of new equipment installations. Provide report.

Construction Documents:

- Provide full construction documents to include MEP and structural engineering

Construction Administration:

- Assist City of Duncanville with issuance of construction documents for contracting
- Review of construction submittals
- Periodic construction site visits with tracking of deficiency logs

1300 Summit Avenue
Suite 500
Fort Worth, Texas 76102

Office 817 878 4242
Facsimile 817 878 4240
www.summitmep.com

Summit will issue the City of Duncanville a Certificate of Insurance that provides Errors and Omissions Insurance and Liability Insurance coverage for the project

With a Notice to Proceed by October 25, 2024 Summit will complete the scope of work outlined in this proposal (with the exception of the construction administration phase) by the week of November 8, 2024.

COMPENSATION FOR ENGINEERING SERVICES:

	FEE
Duncanville StarCenter HVAC Upgrade Analysis and Engineering	$38,000.00

We deeply appreciate this opportunity to be of service and look forward to working with you on this project.

Sincerely,

SUMMIT CONSULTANTS, INC.

Garrett Brown, P.E., CxA
Principal

Accepted:

CITY OF DUNCANVILLE

Doug Finch
Date: _____

Quotation Summary Worksheet

City of Duncanville, Texas
Purchasing Office

INSTRUCTIONS FOR COMPLETION:

1) Per City Policy, purchases between $3,000 and $25,000 require at least three (3) vendor quotes.
2) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
3) All awards should be made to the vendor whose proposal offers the "best value" to the City.
4) Awards based on "best value" may consider various factors, including but not limited to:
   (a) Price / Total Cost of Ownership, (b) Product/Service Quality, (c) Availability, (d) Vendor/Product Reputation, (e) Vendor's Ability to Meet City's Needs, (f) Client References, (g) Cooperative Contract, (h)Past Experience with City, and/or (i) any other relevant factor that ensures best value to the City.
5) Upon consideration of all factors, if all bids meet the District's needs, the award should be made to the lowest bidder.
6) Purchases in excess of $25,000 shall be brought to Purchasing for evaluation.

Place "X" for selected vendor: | | | | X | | | | | | | | | |

Informal Bids Tabulation Summary	Requistion #:			VENDOR #1		VENDOR #2		VENDOR #3					
	Vendor Name:			Mymco Remodeling		Binswanger Glass		Glass Doctor					
	Quoted By (Contact Name):			Miguel Lozano		Daniel Irlando		James brice					
	Email/Phone			214-403-6200		972-780-0521		469-200-3355					
PRODUCT/SERVICE DESCRIPTION	ITEM	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
Replace Fieldhouse Exterior Glass Doors & hardware	1		ea	$44,749.00		$77,948.00		$60,436.08					
Replace all Conceled Hardware with surface	2		ea	$17,670.00		NA		NA					
mount hardware, includes new thresholes	3		ea										
and clousers	4		ea										
12 total doors	5		ea										
	6		ea										
	7		ea										
	8		ea										
	9		ea										
	10		ea										
	11		ea										
	12		ea										
* DISCLOSURE NOTICE: By signing below, I hereby certify that all quotes recorded include all the firms that have been contacted for bids and their replies are reflected accurately on this form.			SUBTOTAL										
			SHIPPING COST										
			TOTALS		$17,670.00		NA		NA				
	PAYMENT TERMS												
	F.O.B. SHIPPING TERMS												
	DELIVERY DATE												

All awards should be made based on"Best Value" to the City. Please write a short summary below of why the vendor chosen is the best value if it is not the lowest bid.

Mymco Remodeling is the only company to offer a parts replacement option. The door glass and frames are all in good shape and do not need repalcing. The bid from Mymco Remodeling offers the best value for the City.

Bids attached

*** Name of Person Completing this Form:** Craig Brasfield *** Signature:** [signature] 10/22/24

NOTE: THE COMPLETED & SIGNED TABULATION FORM AND COPIES OF ALL QUOTES MUST BE ATTACHED TO THE PURCHASE REQUISITION.

Form version 6.6.19

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Matt Balke, Business Owner, in an amount not to exceed $300,000.00 for a building located at 220 N. Main St, Duncanville, Texas 75116

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Victor Barrera, Economic Development Director
Coye Dube, Executive Assistant

BACKGROUND/HISTORY:
Teresa Bryant, the current business and property owner, plans to retire and has listed her property for sale. Matt Balke, owner of Encina Restaurant in Dallas, is interested in purchasing the property with the intention of opening a new restaurant. His proposal includes a full renovation of both the interior and exterior, with a commitment to preserving the historical character of the building, which was originally an old fire station. Conceptual drawings have been prepared to showcase the envisioned updates.

POLICY EXPLANATION:
The application by Matt Balke, was approved by the DCEDC on October 28, 2024, for incentive grants totaling $300,000.00. The grant requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number
12051000 (Development Incentives) - 708501 (Economic Development Incentives)

Available Budget	**Purchase Amount**	**After Encumber**
$1,790,902.05	$300,000.00	$1,490,902.05

ACTION ALTERNATIVES:

1. Approve the DCEDC incentive grant.
2. Do not approve the DCEDC incentive grant.
3. Other actions as directed by Council.

ATTACHMENTS:

Grant Application revised.
241007 - Encina
Reso. No. - 2024-358 - Approval of Matt Balke Infrastructure Grant
Duncanville.Eco Dev Incentive Agreement DCEDC and Matt Balke dba Encina

Incentives & Grants Assistance Application

Property Owner To be: Matt Balke
Mailing Address 5025 Capitol Ave., #108
City Dallas State & Zip Texas, 75206
Phone 830-279-2728 Fax _____ Email mjbalke81@gmail.com

Project Representative Matt Balke
Mailing Address 5025 Capitol Ave., #108
City Dallas State & Zip Texas, 75206
Phone 830-279-2728

Business Name Encina Restaurant
Property Address 220 N. Main St., Duncanville, Tx 75116
Will You Lease or Own the Property? Own Legal Incorporation (Sole Proprietor, LLC, etc) To Be Created
Type of Business Restaurant Years in Business 4 years
Business Plan and Portfolio Available? _____ (If yes, please attach)

Project Description
Retrofit and remodel of Duncanville's original Fire Station, that is currently being used as a TV Repair Shop.

Square footage of Project:___ Date Projected for Occupation of Project/Initiation of Operations June 2025
3,400 squre feet approximately

Fiscal Impact / Financial Background
Current Real Property Value $ _____
Estimated Property Investment (if applicable) $1,300,000.00
Current Sales / Gross Receipts / Revenue Generated $ This will be a new restaurant
Additional Revenue to be Generated from Business Expansion (if applicable) $ N/A
Sales Growth Expectations: Year One $2,300,000.00 Year Two $2,500,000.00 Year Three $2,700,000.00
Projected Total Annual Operating Budget of this Facility $ 2,000,000.00
Business Liabilities $90,000.00 Business Loan - no late payments, scheduled completion 3.5 years
What infrastructure construction would be required? replacement of Sewer, removal of asbestors and all mechanical and electrical equipment

Interior Investments $_____ Exterior Investments $_____

Are you entering into a Loan? Yes If yes, please answer the following:
Loan Amount $ 840,000.00
Down Payment $ 85,000.00
Construction Price of Improvements or Buildings $ 650,000.00
Lending Institution Oakwood Bank
Lender's Address 440 Singleton Blvd, #160, Dalas, Tx 75212
Lender's Contact Person Mike Casey

Employment Impact
Total Number of Jobs 25 Total Annual Payroll $ _____
Type of Jobs Created Cook, Dishwasher, Busser, Server, Bartender, Bar Manager, Hostess, Food Runner, Sous Chef, Chef, General Manager

Percentage of Employees who will be Duncanville Residents 75%
Number of Full-time Employees 12 Number of Part-time Employees 13

IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
    - Bid information should also include the following:
        - Business Name
        - Contact Name
        - Contact Phone Number
        - Business Address
        - Cost of Services
- Grants, by default, are paid as a ***REIMBURSEMENT*** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An ***Attestation of Completion of Work*** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

TYPE OF INCENTIVE GRANTS: *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ Sales Tax Grant

Total Amount Requested $ 306,600.00

Estimated Annual Sales Generated $ _____

See breakdown attached.

Program Specifications:

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☐ Business Retention and Expansion Grant

Amount Requested $ N/A

Program Specifications:

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars ($2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☐ Paint Grant

Amount Requested $ 28,000.00

Program Specifications:

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

■ Landscape Grant

Amount Requested $ 10,000.00

Program Specifications:

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

Attach the following documentation to the application:

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

■ Signage Grant

Amount Requested $ 17,600.00

Program Specifications:

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs tc the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

Attach the following documentation to the application:

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

■ Façade and Architectural Improvement Grant

Amount Requested $ 95,000.00

Program Specifications:

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

□ Pavement Grant

Amount Requested $ N/A

Program Specifications:

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

■ Demo, Redevelopment, Reuse Grant

Amount Requested $ 123,000.00

Program Specifications:

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

■ **Infrastructure Grant** Amount Requested $ 33,000.00

Program Specifications:

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

Attach the following documentation to the application:

1. Stamped engineering plans that outline in detail the scope of work.

□ **Other Incentive**_____ Amount Requested $ _____

_____

_____

Total Grant Amount Requested $ _____

******If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.***

AGREEMENT: I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter or Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

Printed Name _____ **Date** _____

Signature _____

Duncanville
City of Champions

City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5000
www.duncanvilletx.gov

Encina - DCEDC Requested Grant Amount			
Use			Estimated Cost
Overhead Doors	Exterior	$	35,000
Patio Structure	Exterior	$	32,000
Facade Repairs And Paint	Exterior	$	28,000
Windows & Install	Exterior	$	24,000
Concrete Walls	Exterior	$	12,000
Cladding And Plants	Exterior	$	10,000
Singage	Exterior	$	10,000
Doors	Exterior	$	4,000
Singage - Fire Station	Exterior	$	4,000
Singage - Rentals Suite	Exterior	$	3,600
Sawcut And Pourback	Floors	$	8,000
Asbestos	Structure	$	11,000
Demo	Structure	$	10,000
Framing	Structure	$	10,000
Electrical	Systems	$	40,000
Hvac	Systems	$	25,000
Plumbing	Systems	$	25,000
Grease Trap	Systems	$	15,000
TOTAL		**$**	**306,600**

DCEDC Grant Request Items highlighted green in the Encina - Total Construction Costs

Encina - Total Project Budget Overview		
Loan Amount	$	840,000.00
	$	840,000.00
Rounded	$	850,000

Equity Contributions		
Initial Cash Contribution	$	85,000.00
Economic Development Contribution	$	300,000.00
	$	385,000.00

Funding Uses		
Use		Estimated Cost
Building Costs	$	500,000
Improvements	$	650,000
Other Costs	$	75,000
	$	1,225,000

Encina - Total Construction Costs			
Use			Estimated Cost
Contractor Fees	Management	$	83,430
Millwork	Finishes	$	45,000
Electrical	Systems	$	40,000
Overhead Doors	Exterior	$	35,000
Tile-Countertops	Finishes	$	35,000
Patio Structure	Exterior	$	32,000
Equipment	Systems	$	30,000
Polished Concrete	Floors	$	28,800
Facade Repairs And Paint	Exterior	$	28,000
Dywall And Paint	Interiors	$	28,000
Architecture & Interiors	General	$	28,000
Hvac	Systems	$	25,000
Plumbing	Systems	$	25,000
Windows & Install	Exterior	$	24,000
Fixtures	Finishes	$	16,000
Grease Trap	Systems	$	15,000
Concrete Walls	Exterior	$	12,000
Mep Engineer	General	$	12,000
Asbestos	Structure	$	11,000
Demo	Structure	$	10,000
Framing	Structure	$	10,000
Cladding And Plants	Exterior	$	10,000
Singage	Exterior	$	10,000
Insurance	Management	$	10,000
Sawcut And Pourback	Floors	$	8,000
Trash	Structure	$	8,000
Interior Steel	Finishes	$	8,000
Structural Engineer For Patio	General	$	5,000
Doors	Exterior	$	4,000
Singage - Fire Station	Exterior	$	4,000
Insulation	Interiors	$	4,000
Singage - Rentals Suite	Exterior	$	3,600
Registration, Plan, Inspection	General	$	1,800
TOTAL		**$**	**649,630**

*Green highlights indicate DCEDC Grant Request Item

·ENCINA·

ABOUT

MATT BALKE

CHEF / OWNER ENCINA

Growing up, Matt Balke always saw himself working in a kitchen. His philosophy of self-discipline has driven his cooking career forward. With his extensive education and training, his dedication to detail shines through in every dish.

Hailing from the rural town of Uvalde, Balke is a native Texan with a strong work ethic. He holds degrees in business marketing and hotel restaurant management from Texas Tech. Balke pursued his passion for the culinary arts at the Culinary Institute of America, where he graduated as salutatorian in 2007. His love for wine pairings rivals his passion for cooking, and he has mentioned that if he were not in the food industry, he would be in the wine industry.

After graduation, Balke worked under James Beard Award-winning chef Sharon Hage of York Street in Dallas, where he gained insights into local and seasonal food. He attributes much of his success to Hage, stating that his real culinary education came from working under her. Balke's time at York Street prepared him for his roles as an executive sous chef at Bolsa and Bolsa Mercado. He then served as the executive chef of The Rustic in Dallas before moving to SMOKE, where he worked for nearly two years. Following his time at SMOKE, Balke returned to Bolsa as the executive chef.

In October 2020, Balke opened his first solo venture, Encina. Since its opening, Encina has garnered several awards, including Best New Restaurant, Best Burger, and Best Brunch. Encina has consistently been ranked among the top 20 restaurants in Dallas, and Balke was named Best Chef in Dallas.

COREY McCOMBS

MANAGER / OWNER ENCINA

Corey started her professional journey in Dallas at Stephan Pyles' restaurant, where she developed her skills in various roles. After eight years, she moved to Smoke restaurant at the Belmont Hotel, taking on the challenging roles of General Manager and Food and Beverage Director. She then returned to Stephan to manage Flora Street Cafe before establishing her own venture, Encina, in the Bishop Arts area of Dallas.

In addition to her work in the restaurant industry, Corey also serves on the Board of Youth with Faces, a non-profit organization that helps youth in the juvenile justice system develop the skills they need to rise above the cycle of poverty and incarceration. She has been involved in the events committee and has played a key role in planning the annual Chef's Dinner fundraiser. This year, she was inducted into the Dallas chapter of The Les Dames Escoffier International.

AWARDS

Dallas Observer

- Top 100 Dallas Restaurants
- Review: Encina Is a Sequel Restaurant That Beats the Beloved Original

The Dallas Morning News

- DFW Restaurant Hot List
- 3 Dishes to Try at Dallas Restaurants During Citrus Season

D

- Best Dallas Restaurants Right Now
- Best of Big D
- Best Tex Mex in Dallas

EATER DALLAS

- Bishop Arts District Best Restaurants

INSIDEHOOK

- Where to Eat Brunch in Dallas Right Now

USA TODAY

- 10 Best Restaurants in Dallas

PAPER CITY.

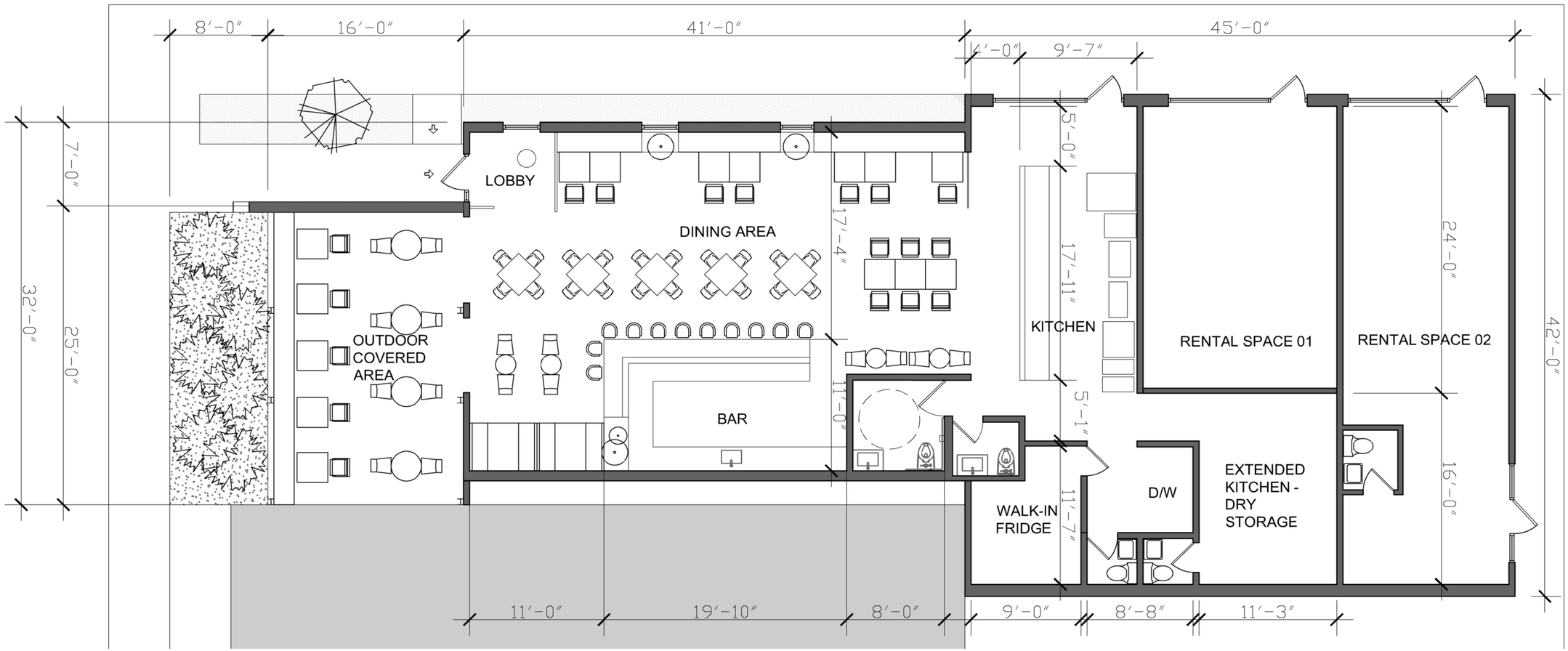
- The 14 Best Weekend Brunch Restaurants in Dallas
- Encina Is a Must-Visit in Bishop Arts' Fantastic Restaurant Scene

culturemap DALLAS

- Encina Dallas wins top prize and $10K in H-E-B competition
- 2023 Dallas Tastemaker Awards
- 2021 Dallas Tastemaker Awards
- Best Brunches in Dallas

thrillist

- Best Brunches in Dallas



ENCINA - FLOOR PLAN

CREATE ATELIER


CREATE ATELIER

CREATE ATELIER

CREATE ATELIER

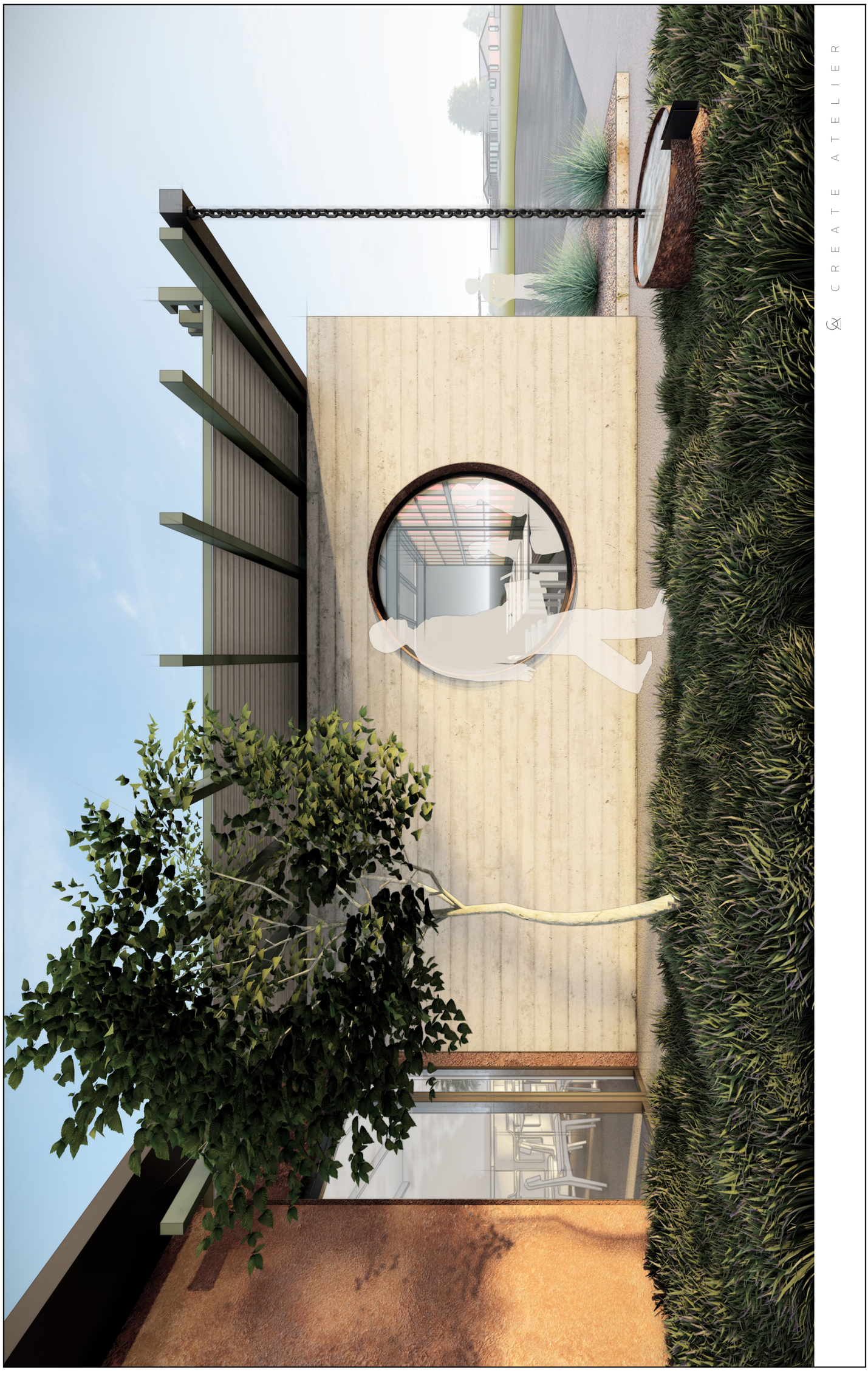

CREATE ATELIER
suite02
suite01
CAFÉ · pick-up


CREATE ATELIER
suite 02
suite 01
pick-up

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RESOLUTION NO. 2024-358

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO MATT BALKE, IN AN AMOUNT THAT SHALL NOT EXCEED $300,000.00 FOR A BUILDINGS LOCATED AT 220 N. MAIN STREET, DUNCANVILLE, TEXAS 75116; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community & Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners for property improvements; and

WHEREAS, Matt Balke, is seeking to purchase the property located at 220 N. Main Street, Duncanville, Texas, 75116; and

WHEREAS, Matt Balke intends to open Encina Restaurant; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants for infrastructure in an amount not to exceed three hundred thousand dollars ($300,000); and

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

SECTION 1. That the City Council of the City of Duncanville, Texas, hereby approves the terms and conditions of an incentive by the Duncanville Community and Economic Development Corporation to Matt Balke for reimbursement of improvements made for an infrastructure grant in an amount not to exceed three hundred thousand dollars ($300,000), which is attached hereto and incorporated herein as Exhibit 'A'; and authorizing the City Manager to execute said grant agreements, after approval as to form by the City Attorney.

SECTION 2. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 3. That this resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of November 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

STATE OF TEXAS	§	**ECONOMIC DEVELOPMENT**
	§	**INCENTIVE AGREEMENT**
COUNTY OF DALLAS	§	

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the Duncanville Community and Economic Development Corporation, a Texas non-profit corporation (the "DCEDC") acting by and through Marlon Goff, its duly authorized DCEDC President; Matt Balke, dba Encina Restaurant (the "Applicant"); and Oakwood Bank ("Lender").

RECITALS

WHEREAS, the Duncanville Community and Economic Development Corporation (DCEDC) established incentive policies and guidelines in order to locate, retain, and expand business activities in Duncanville; and

WHEREAS, the Applicant, has requested economic development assistance from the DCEDC for their property located at 220 N. Main Street, Duncanville, Texas 75116 hereinafter known as the "Project"; and

WHEREAS, the incentive funds shall be provided as a forgivable loan to Applicant and are to be utilized for qualified expenditures on related to redevelopment and beautification in the amount of Three Hundred Thousand Dollars ($300,000.00); and

WHEREAS, the improvements shall mean improvements to the façade, architecture, signage, parking lot pavement, landscaping, and roof repair and replacement for the Project; and

WHEREAS, forgiveness of incentive funds is conditional on the Applicant bringing the property up to compliance with all City of Duncanville codes and ordinances and remaining in business for the agreed forgiveness period; and

WHEREAS, the Applicant, meets all program requirements in order to be considered for incentive grant assistance; and

WHEREAS, pursuant to Texas Local Government Code Chapters 501 through 505, (the Development Corporation Act), the DCEDC has determined that the request constitutes an authorized project and DCEDC is willing to provide the Applicant with economic assistance in the form of cost reimbursements as hereinafter set forth on the terms and conditions stated herein and the Applicant, is willing to accept all terms and conditions stated in this Agreement; and

WHEREAS, the DCEDC has determined that making economic development grants in accordance with this Agreement will further the objectives of the DCEDC and will benefit the

DCEDC, the City, and the city's residents by helping to stimulate local economic development through beautification and site readiness for investment and development, increase the City's yearly ad valorem collections, increase sales tax, and encourage economic vitality in the City.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. AUTHORIZATION

1.01. The City Council finds and determines that this Agreement is authorized and governed by Texas Local Government Code Chapters 501 through 505.

ARTICLE II. TERM

2.02. This Agreement shall be effective as of the date of execution by all parties with specific performance standards being met by **December 1, 2034**, unless otherwise terminated as provided for in this agreement; and, the compliance provisions of this agreement shall service for a period of five (5) years from the effective date.

ARTICLE III. GRANT

3.01. **Economic Development Incentives**.

As an economic development incentive grant to assist the Applicant located at 220 N. Main Street in Duncanville, Texas, the DCEDC agrees to provide a forgivable loan incentive grant in the amount of Three Hundred Thousand Dollars ($300,000.00) for improvements to the building located at said address, occupied by the Applicant subject to the terms and conditions set forth in this Agreement. Grant funds will be made immediately available to the Lender as a forgivable loan to Applicant. The loan will be forgiven if funds are available from sales tax proceeds once all the Applicant performance standards have been met. Nothing contained herein shall constitute a contract for goods or services under the law.

3.02. The Applicant shall file a written proposal and plans with the DCEDC which shall provide detailed plans concerning the use of funds to achieve the purposes recited herein.

3.03 Upon execution of this agreement, funds in the amount of Three Hundred Thousand Dollars will be provided to Lender to be disbursed on behalf of Applicant for payment for redevelopment and improvements as described herein.

3.04 So long as the Covenants of Applicant outlined under Article IV herein continue to be met, the indebtedness of Applicant for the forgivable loan incentive grant shall be reduced by Thirty Thousand Dollars ($30,000.00) annually on the anniversary of the execution of this agreement as follows:

EXHIBIT "A"

Date:	Indebtedness of Applicant
November 19, 2024	$300,000.00
November 19, 2025	$270,000.00
November 19, 2026	$240,000.00
November 19, 2027	$210,000.00
November 19, 2028	$180,000.00
November 19, 2029	$150,000.00
November 19, 2030	$120,000.00
November 19, 2031	$90,000.00
November 19, 2032	$60,000.00
November 19, 2033	$30,000.00
November 19, 2034	$0

ARTICLE IV. COVENANTS OF MATT BALKE

4.01. As a condition precedent and in consideration of the DCEDC agreeing to make the economic development incentive grant described above, and to be eligible to receive loan forgiveness, the Applicant agrees to do the following:

(a) Cause the improvements as defined herein to be permitted and installed at the address indicated herein in compliance with the local ordinance; and

(b) Provide a verified grant reimbursement request form along with original copies of the actual paid invoices for expenses within the provisions to Article III the business incurred before **May 19, 2025** at 5 p.m.; and

(c) Provide proof of legal occupancy of the specified location of 220 N. Main Street Duncanville, TX 75116; and

(d) Incentive grant shall mean cash grant of Three Hundred Thousand Dollars ($300,000.00) for improvements (Project) to the property located at 220 N. Main Street Duncanville, TX 75116; and

(e) Receive a certificate of occupancy for 220 N. Main Street, Duncanville, TX 75116 on or before **May 19, 2025**; and

(f) Pay and be current to the ad valorem and sales during the term of this Agreement and through a period of 10 (10) years from the effective date; and

(g) Development and maintain the property in conformity to the local Comprehensive Zoning Ordinance and other local applicable regulation codes; and

(h) During the term of this Agreement, the Applicant, agrees not to knowingly

employ any undocumented workers or unlicensed contractors and/or subcontractors at the development, and if convicted of a violation under 8 U.S.C Section 1324a(f), the Applicant, shall repay the amount of the grant payments received within 130 business days after the date the Applicant, is notified by the City of such violation, and this agreement automatically terminates.

(i) If work is found to be incomplete within the timeline provided in Article IV, the Applicant, may request via written documentation an extension of 30 business days to complete work. If the work remains incomplete by the end of this extension, the Applicant, will be found in violation of this agreement and shall repay any grants under the provisions of Section 5.2 of this agreement is terminated and the Applicant will indemnify the DCEDC of any obligations related to grants and incentives that are withheld.

ARTICLE V. GENERAL PROVISIONS

5.01. **Termination and Default.** This Agreement terminates upon any one of the following:

(a) By the Applicant, through mutual written agreements of both parties; and

(b) By DCEDC, if the Applicant, files any false documentation concerning the application or receipt of the Grant; and

(c) By DCEDC and the Applicant, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party; and

(d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by the Applicant, shall have become delinquent (provided, however, that such taxes, fees, or charges shall not be considered delinquent for purposes of this Section 5.1(c) until any proper and timely protest or contest of such taxes or fees has become final) for a period of 10 (10) years from the effective date; and

(e) By DCEDC, if the Applicant suffers an Event of Bankruptcy or Insolvency; and

(f) By DCEDC and the Applicant, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal; and

(g) By DCEDC, if insufficient funding is available to provide the grant contemplated herein. In such event, the DCEDC shall give the Applicant not less than fifteen (15) days notice of its intent to terminate; and

(h) By DCEDC, if any other material provisions of this Agreement is breach by the Applicant.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of the Applicant existence, insolvency, employment of receiver for any part of the Property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Applicant and Owner and such proceedings are not dismissed within ninety (90) days after the filing thereof,

5.02. **Recapture Provision.** In the event the Applicant does not comply with the terms of this Agreement or is otherwise in default as provided herein, the Applicant pursuant to the provisions herein shall refund the DCEDC the Grant Payments actually paid by DCEDC and received by the Applicant immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, the Applicant will indemnify the DCEDC of any fees or costs related to recuperating funds owed to the DCEDC, plus interest and attorney fees.

5.03. **Mutual Assistance.** The Applicant and the DCEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

5.04. **Representations and Warranties.** The Applicant represents and warrants to the DCEDC that it is a duly organized company under the laws of the State of Texas and is in good standing and can execute the terms of this agreement.

5.05. **Employee Hiring, Materials, and Supplies Purchased.** Although not a condition of this Agreement, the DCEDC requests that the Applicant when feasible, satisfies its needs for all additional employees from Duncanville residents and/or purchases materials and supplies from Duncanville merchants and businesses.

5.06. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.07. **Verification and Compliances.** The Applicant agrees to allow the DCEDC's by and through its lawful representative to conduct an audit on all of the Applicant business records, documents, and agreements or other instruments, subject to appropriate confidentiality, in furtherance of the following purposes only:

(a) To ensure the Applicant compliance with the affirmative covenants set forth in this Agreement; and

(b) To determine the existence of a default or breach of the terms of this Agreement; and

(c) To ensure compliance with the prerequisites for paying a Reimbursement Incentive; and

(d) To determine whether the correct amount of sales taxes are being collected and reported.

The DCEDC will provide the Applicant with written notice of any request for an audit and shall cooperate with the Applicant to schedule audit activities so as to minimize disruption of the Applicant normal business operations.

5.08. **Indemnification.** IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, THE APPLICANT IS ACTING INDEPENDENTLY, AND THE DCEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE APPLICANT BUSINESS OR PROPERTY. THE DCEDC SHALL NOT BE LIABLE TO THE APPLICANT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY. IN THIS RESPECT, THE APPLICANT AGREES TO INDEMNIFY AND HOLD THE DCEDC HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE CONDUCT OR MANAGEMENT OF THE APPLICANT, OR FROM ANY BREACH ON THE PART OF THE APPLICANT OF ANY CONDITIONS OF THIS AGREEMENT OR FROM ANY ACT OF NEGLIGENCE OF THE APPLICANT, ITS AGENTS, CONTRACTORS, OR EMPLOYEES.

5.09. **Attorneys Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

5.10. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

5.11. **Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by the Applicant, DCEDC, and the City.

5.12. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. The Applicant may not assign all or any part of its rights and obligations hereunder without prior written approval of the DCEDC.

5.13. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Owner: Matt Balke
5025 Capital Ave, #108
Dallas, Texas 75206

City: City of Duncanville

With a copy to:

Brandon Shelby
Shelby Law, PLLC
PO Box 1316
Sherman, Texas 75091

EXHIBIT "A"

Attention: Douglas E. Finch
P.O. Box 380280
Duncanville, Texas 75138-0280

DCEDC: Duncanville Community and Economic Development Corporation
Attention: Marlon Goff
P.O. Box 380280
Duncanville, Texas 75138-0280

LENDER:

5.14. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

5.15. **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Dallas County, Texas.

5.16. **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

5.18. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

5.19. **Boycott Israel, Boycott Energy Companies, and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations.**

(a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade

association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement.

5.20. **Approval by the City of Duncanville, Texas.** This Agreement was approved by the City Council at its meeting on November 19, 2024.

MATT BALKE

_____
Date: _____ __, 2024

DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION

_____
By: Marlon Goff
Its: Board President
Date: _____ __, 2024

CITY OF DUNCANVILLE

_____
By: Douglas E. Finch
Its: City Manager
Date: _____ __, 2024

OAKWOOD BANK

_____
By:
Its:
Date: _____ __, 2024

Matt Balke Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Matt Balke, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they are the duly authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2024.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

Duncanville Community and Economic Development Corporation Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Marlon Goff, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Board President of the Duncanville Community and Economic Development Corporation, and that they are authorized by said Corporation to execute the foregoing instrument as the act of such Duncanville Community and Economic Development Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2024.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

EXHIBIT "A"

City of Duncanville Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Douglas E. Finch, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the City Manager of the City of Duncanville, and that they are authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2024.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

EXHIBIT "A"

Oakwood Bank Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are an officer for Oakwood Bank, and that they are authorized to execute the foregoing instrument as the act of such Bank for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2024.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Consider a Resolution authorizing the approval of an Amendment to Order Form with Placer.ai for the location tracking data analytics software via professional services procurement.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Victor Barrera, Economic Development Director

BACKGROUND/HISTORY:

The Duncanville Community and Economic Development Corporation (DCEDC) relies on a variety of tools to recruit, retain, and expand the economic base of the city. Many of these tools are the same tools that many of the private sector enterprises utilize. This enables the DCEDC staff to "speak the same language" as these enterprises, facilitating grants and partnerships with the private enterprises in the city to bring investment, equity, and employment opportunities to the city. Programs such as Placer.ai are critical to ensuring the DCEDC is able to function and provide a variety of consumer and mobile analytic analysis to enhance the decision-making of the DCEDC board and the Duncanville City Council when deliberating grants and incentives and the impact of city tourism sector.

POLICY EXPLANATION:
1. The Term of the Order Form will be renewed for 12 months starting October 1, 2024 ("Renewal Date").
2. Starting on the Renewal Date, the Annual License Fee will increase, from $24,739 to $26,250.
3. Customer will receive an invoice for this upcoming Additional Term on the Renewal Date.
4. Placer may increase the fees any time following the Additional Term (but not more frequently than once in any twelve (12) month period). The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.
5. In all other respects, the Order Form shall remain in full force and effect.

FUNDING SOURCE:

ORG and Object Number
12011000 and 700233 (Economic Development Administration and Software)

Available Budget	Purchase Amount	After Encumber
$30,000.00	$26,250.00	$3,750.00

ACTION ALTERNATIVES:

1. Approve the professional services contract agreement with Placer.ai.
2. Do not approve the professional services contract agreement with Placer.ai.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-372 - Amendment to Order Form with Placer.ai
Amendment - City of Duncanville Texas - 10.09.2024 (1)
Reso. No. 2024-215 - Sole Source Memo - Placer.ai

RESOLUTION NO. 2024-372

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AMENDMENT TO ORDER FORM WITH PLACER.AI FOR LOCATION ANALYTICS SOFTWARE SERVICES VIA SOLE SOURCE PROCUREMENT, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to bringing economic development opportunities and quality of life improvements to the City's citizens; and

WHEREAS, the City of Duncanville, Texas, desires to enter into an agreement with a vendor with demonstrable experience providing location analytics software services; and

WHEREAS, the Procurement Office has determined that a sole source exception exists under state law.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes an Amendment to the Order Form with Placer.ai for location analytics software services via sole source procurement, attached hereto and incorporated herein as Exhibit A ; and authorizes the City Manager to execute the necessary documents related to said expenditure.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of November 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

PLACER LABS, INC.

AMENDMENT TO ORDER FORM

This Amendment to Order Form (this "Amendment"), dated as of October 9, 2024 (the "Amendment Date"), modifies the Order Form executed by City of Duncanville, Texas ("Customer") and Placer Labs, Inc. ("Placer") on or about November 30, 2021 (together with any other prior amendments thereto, the "Order Form"). Unless otherwise defined, capitalized terms herein have the same meaning as in the Order Form. Placer and Customer agree to amend the Order Form as follows:

1. The Term of the Order Form will be renewed for 36 months starting October 1, 2024 ("Renewal Date").
2. Customer will receive the first annual invoice for this upcoming Additional Term on the Renewal Date.
3. Starting on October 1, 2025, the Annual License Fee will increase from $24,739 to $25,976.
4. Starting on October 1, 2026, the Annual License Fee will increase from $25,976 to $27,275.
5. Placer may increase the fees any time following the Additional Term (but not more frequently than once in any twelve (12) month period). The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.
6. In all other respects, the Order Form shall remain in full force and effect.

City of Duncanville, Texas
By:
Name:
Title:

Placer Labs, Inc.
By:
Name:
Title:

EXHIBIT "A"

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Consider a Resolution authorizing the approval of a professional services contract agreement with Placer.ai for the location tracking data analytics software via professional services procurement, contingent on the drafting of a contract; as to form by the City Attorney.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Leah Carter, MEd, Economic Development Administrator

BACKGROUND/HISTORY:
The Duncanville Community and Economic Development Corporation (DCEDC) relies on a variety of tools to recruit, retain, and expand the economic base of the city. Many of these tools are the same tools that many of the private sector enterprises utilize. This enables the DCEDC staff to "speak the same language" as these enterprises, facilitating grants and partnerships with the private enterprises in the city to bring investment, equity, and employment opportunities to the city. Programs such as Placer.ai are critical to ensuring the DCEDC is able to function and provide a variety of consumer and mobile analytic analysis to enhance the decision-making of the DCEDC board and the Duncanville City Council when deliberating grants and incentives and the impact of city tourism sector.

POLICY EXPLANATION:
Approval of the sole source request. DCEDC staff will bring the contract to City Council for consideration.

FUNDING SOURCE: 12011000 - 700233

(ECONOMIC DEVELOPMENT SOFTWARE)

Available Budget	Purchase Amount	After Encumber
$52,890.00	$24,739.00	$28,151.00

EXHIBIT "A"

ACTION ALTERNATIVES:

1. Approve the professional services contract agreement with Placer.ai with approval as to form by the City Attorney.
2. Do not approve the professional services contract agreement with Placer.ai with approval as to form by the City Attorney.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2023-193 - Sole Source Memo-Placer.ai
Exhibit B-Placer.ai Contract

EXHIBIT "A"

RESOLUTION NO. 2023-193

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A CONTRACT WITH PLACER.AI FOR LOCATION ANALYTICS SOFTWARE SERVICES VIA SOLE SOURCE PROCUREMENT, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, FOR THE PAYMENT OF OUTSTANDING INVOICES TOTALING OF $24,739; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to bringing economic development opportunities and quality of life improvements to the City's citizens; and

WHEREAS, the City of Duncanville, Texas, desires to enter into an agreement with a vendor with demonstrable experience providing location analytics software services; and

WHEREAS, the Procurement Office has determined that a sole source exception exists under state law.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes a contract with Placer.ai for location analytics software services via sole source procurement, attached hereto and incorporated herein as Exhibit A, for the payment of outstanding invoices totaling $24,739; and authorizes the City Manager to execute the necessary documents related to said expenditure.

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

EXHIBIT "A"

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of February, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

SOLE SOURCE MEMO

TO: **Elton Brock; Chief Procurement Officer.**

THRU: **Agustin "Gus" Garcia; Managing Director, Development Services**

FROM: **Leah Carter; Economic Development Administrator**

DATE: **23 January 2024**

SUBJECT: **Placer.ai Sole Source Memo**

BACKGROUND:

The Duncanville Community and Economic Development Corporation (DCEDC) relies on a variety of tools to recruit, retain, and expand the economic base of the city. Many of these tools are the same tools that many of the private sector enterprises utilize. This enables the DCEDC staff to "speak the same language" as these enterprises, facilitating grants and partnerships with the private enterprises in the city to bring investment, equity, and employment opportunities to the city. Programs such as Placer.ai are critical to ensuring the DCEDC is able to function and provide a variety of consumer and mobile analytic analysis to enhance the decision-making of the DCEDC board and the Duncanville City Council when deliberating grants and incentives and the impact of city tourism sector.

POLICY EXPLANATION:

Placer.ai utilizes location analytics including visit trends, trade areas, and demographics, as well as emerging metrics in crime, planned development, and traffic counts. The Placer.ai visitor journey feature provides an insight into habits and preferences of consumers. A better understanding of consumer analytics optimizes engagement and the allocation of resources to receive the best return on investment. Comparative benchmarking provides insight to local performance against regional, state, and federal competitors.

REQUESTED ACTION(S):

Approval of the sole source request. DCEDC staff will bring the contract to City Council for consideration.

ATTACHMENTS

Attachment A – Placer.ai invoice 2023-2024

SIGNATURE:

Page 8 c

ATTACHMENT A
EXHIBIT "A"

Placer.ai

Placer Labs, Inc.
440 N Barranca Ave #1277
Covina CA 91723
United States

Received on: 01/23/2024

Invoice #12.1473
Date: 10/9/2023

Bill To:
City of Duncanville, Texas
203 East Wheatland Road
Duncanville TX 75116
United States

Item	Description	Amount
Platform Access	Location Based Services & Analytics October 1, 2023 - September 30, 2024	24,739.00
STI - Landscape	STI - Landscape	0.00
Spatial.ai	Spatial.ai	0.00
AGS Retail Potential	AGS Retail Potential	0.00
Subtotal		24,739.00
Tax Total		0.00
Total		**USD 24,739.00**

Send Check to:
Placer Labs, Inc.
440 N Barranca Ave #1277
Covina, CA 91723

Wire/ACH to:
Pacific Western Bank
To the Credit of: Placer Labs, Inc.
Account Number: 1002153433
Routing & Transit Number: 122238200
SWIFT Code: SQARUS33

For Placer Labs, Inc. to direct debit your account in line with our contract, login here to add your ACH Banking Details.

A link to our W-9 can be found here: https://w9.placer.ai/

Email: accounting@placer.ai

EXHIBIT "A"

Placer.ai

PLACER LABS, INC.

ORDER FORM

Duncanville Community and Economic Development Corporation	("**Customer**")	Placer Labs, Inc.	("**Placer**")
Address:	203 E Wheatland Road Duncanville, TX 75116	Address:	340 S Lemon Ave #1277, Walnut, CA 91789
		Contact Person	Michael Gordon
Contact Person:	Agustin Garcia	Billing Contact Person:	Ethan Low
Email:	agustin.garcia@duncanville.com	Billing Email*:	accounting@placer.ai
Phone:	972-780-4997	Billing Phone*:	415-228-2444
Billing Contact Email:	agustin.garcia@duncanville.com	*Not for use for official notices.	

1. Services.

The services provided under this Order Form (the "**Services**") include:

- Access, via Placer Venue Analytics Platform ("**Placer's Platform**"), to all major venues within the following U.S state(s): Texas
- Access, via Placer's Platform, to Placer Venue Analytics reports, including, Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
  - Accurate foot traffic counts and dwell time
  - True Trade Areas displaying frequent-visitors-density by home and work locations
  - Customers' demographics, interests, and time spent at relevant locations
  - Where customers are coming-from/going-to? Along which routes?
  - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
  - Competitive insights
  - Void Analysis Reports (as-of September 22, 2021)
- Custom reports per ad-hoc needs/requests; in Excel, KML, Tableau, and other formats
- Ad-hoc property visitor time lapse video generation upon request
- Premier Customer Support
  - Regular meeting with Placer Customer Success Team
  - Live, Virtual Training support as reasonably needed
- Access to Advanced Demographics and Psychographics features, via Placer's Marketplace initiative. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below (such data vendors, the "**Marketplace Vendors**").

Description	Marketplace Vendors	Input Datasets Used
Basic Package	Synergos Technologies (STI)	PopStats
	Synergos Technologies (STI)	Spending Patterns
	Synergos Technologies (STI)	Workplace
	Synergos Technologies (STI)	MarketOutlook
	Experian	Mosaic
Additional Data Set	Spatial.ai	Spatial.ai
Additional Data Set	Synergos Technologies (STI)	Landscape

The foregoing are referred to as "**Marketplace Services**". Marketplace Services and Marketplace Data are governed by, and Customer and Placer agree to, the Marketplace License Agreement located at https://www.placer.ai/placer-marketplace-license-agreement/ (the "**Marketplace Agreement**"). Capitalized terms in this section have the meaning set forth in the Marketplace Agreement

2. Permitted Uses

The data, information and materials accessible via the Services are referred to as "**Placer Data**". Customer may use Placer Data solely for the following purposes ("**Permitted Uses**"): (a) Customer may use Placer Data for Customer's internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

"**Research Data**" means datasets and other materials created by Customer that result in any part from Customer's use of Placer Data. The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information. Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data. .

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin as of October 1, 2021, and will continue for 12 consecutive months thereafter (the "**Initial Term**"). Each renewal or additional term, if any, is referred to as "**Additional Term**", and the Initial Term and any Additional Terms are referred to collectively as the "**Term**".

Additional Term:

Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of the same duration as the Initial Term, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

Termination:

Either party may terminate this Order Form upon thirty (30) days' notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer's access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

4. Fees.

US$ 22,490/year invoiced: in full upon signing this Order Form.

Fees billed via Bill.com

Customer shall pay the fees set forth above in this Order Form.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

EXHIBIT "A"

Customer shall be responsible for all taxes associated with the Services other than U.S. taxes based on Placer's net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.

In the event of any termination, Customer will pay in full for the Services up to and including the last day on which the Services are available to Customer.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 a.m. through 5:00 p.m. California time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

7. Miscellaneous.

All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Customer grants Placer the right to use Customer's company name and company logo, for Placer's promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement

located at https://www.placer.ai/placer-license-agreement/ (the "**Agreement**"); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

"**Customer**"	"**Placer**"
Duncanville Community and Economic Development Corporation	Placer Labs, Inc.
By: _____	By: _____
Name:	Name: Noam Ben Zvi
Title:	Title: CEO & Co-Founder
Date:	Date:

PLACER LABS, INC.

AMENDMENT TO ORDER FORM

This Amendment to Order Form (this "Amendment"), dated as of October 9, 2024 (the "Amendment Date"), modifies the Order Form executed by City of Duncanville, Texas ("Customer") and Placer Labs, Inc. ("Placer") on or about November 30, 2021 (together with any other prior amendments thereto, the "Order Form"). Unless otherwise defined, capitalized terms herein have the same meaning as in the Order Form. Placer and Customer agree to amend the Order Form as follows:

1. The Term of the Order Form will be renewed for 36 months starting October 1, 2024 ("Renewal Date").
2. Customer will receive the first annual invoice for this upcoming Additional Term on the Renewal Date.
3. Starting on October 1, 2025, the Annual License Fee will increase from $24,739 to $25,976.
4. Starting on October 1, 2026, the Annual License Fee will increase from $25,976 to $27,275.
5. Placer may increase the fees any time following the Additional Term (but not more frequently than once in any twelve (12) month period). The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.
6. In all other respects, the Order Form shall remain in full force and effect.

City of Duncanville, Texas
By:
Name:
Title:

Placer Labs, Inc.
By:
Name:
Title:

RESOLUTION NO. 2024-215

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A CONTRACT WITH PLACER.AI FOR LOCATION ANALYTICS SOFTWARE SERVICES VIA SOLE SOURCE PROCUREMENT, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to bringing economic development opportunities and quality of life improvements to the City's citizens; and

WHEREAS, the City of Duncanville, Texas, desires to enter into an agreement with a vendor with demonstrable experience providing location analytics software services; and

WHEREAS, the Procurement Office has determined that a sole source exception exists under state law.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes a contract with Placer.ai for location analytics software services via sole source procurement, attached hereto and incorporated herein as Exhibit A ; and authorizes the City Manager to execute the necessary documents related to said expenditure.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of February 2024.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

ATTACHMENT A
EXHIBIT "A"

Placer.ai

Placer Labs, Inc.
440 N Barranca Ave #1277
Covina CA 91723
United States

Invoice #12.1473
Date: 10/9/2023

Received on: 01/23/2024

Bill To:
City of Duncanville, Texas
203 East Wheatland Road
Duncanville TX 75116
United States

Item	Description	Amount
Platform Access	Location Based Services & Analytics October 1, 2023 - September 30, 2024	24,739.00
STI - Landscape	STI - Landscape	0.00
Spatial.ai	Spatial.ai	0.00
AGS Retail Potential	AGS Retail Potential	0.00
Subtotal		24,739.00
Tax Total		0.00
Total		**USD 24,739.00**

Send Check to:
Placer Labs, Inc.
440 N Barranca Ave #1277
Covina, CA 91723

Wire/ACH to:
Pacific Western Bank
To the Credit of: Placer Labs, Inc.
Account Number: 1002153433
Routing & Transit Number: 122238200
SWIFT Code: SQARUS33

For Placer Labs, Inc. to direct debit your account in line with our contract, login here to add your ACH Banking Details.

A link to our W-9 can be found here: https://w9.placer.ai/

EXHIBIT "A"

Placer.ai

PLACER LABS, INC.

ORDER FORM

Duncanville Community and Economic Development Corporation	**("Customer")**	Placer Labs, Inc.	**("Placer")**
Address:	203 E Wheatland Road Duncanville, TX 75116	Address:	340 S Lemon Ave #1277, Walnut, CA 91789
		Contact Person	Michael Gordon
Contact Person:	Agustin Garcia	Billing Contact Person:	Ethan Low
Email:	agustin.garcia@duncanville.com	Billing Email*:	accounting@placer.ai
Phone:	972-780-4997	Billing Phone*:	415-228-2444
Billing Contact Email:	agustin.garcia@duncanville.com	*Not for use for official notices.	

1. Services.

The services provided under this Order Form (the **"Services"**) include:

- Access, via Placer Venue Analytics Platform (**"Placer's Platform"**), to all major venues within the following U.S state(s): Texas
- Access, via Placer's Platform, to Placer Venue Analytics reports, including, Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
  - Accurate foot traffic counts and dwell time
  - True Trade Areas displaying frequent-visitors-density by home and work locations
  - Customers' demographics, interests, and time spent at relevant locations
  - Where customers are coming-from/going-to? Along which routes?
  - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
  - Competitive insights
  - Void Analysis Reports (as-of September 22, 2021)
- Custom reports per ad-hoc needs/requests; in Excel, KML, Tableau, and other formats
- Ad-hoc property visitor time lapse video generation upon request
- Premier Customer Support
  - Regular meeting with Placer Customer Success Team
  - Live, Virtual Training support as reasonably needed
- Access to Advanced Demographics and Psychographics features, via Placer's Marketplace initiative. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below (such data vendors, the **"Marketplace Vendors"**).

Description	Marketplace Vendors	Input Datasets Used
Basic Package	Synergos Technologies (STI)	PopStats
	Synergos Technologies (STI)	Spending Patterns
	Synergos Technologies (STI)	Workplace
	Synergos Technologies (STI)	MarketOutlook
	Experian	Mosaic
Additional Data Set	Spatial.ai	Spatial.ai
Additional Data Set	Synergos Technologies (STI)	Landscape

Page 6 of 12

EXHIBIT "A"

The foregoing are referred to as **"Marketplace Services"**. Marketplace Services and Marketplace Data are governed by, and Customer and Placer agree to, the Marketplace License Agreement located at https://www.placer.ai/placer-marketplace-license-agreement/ (the **"Marketplace Agreement"**). Capitalized terms in this section have the meaning set forth in the Marketplace Agreement

2. Permitted Uses

The data, information and materials accessible via the Services are referred to as **"Placer Data"**. Customer may use Placer Data solely for the following purposes (**"Permitted Uses"**): (a) Customer may use Placer Data for Customer's internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

"Research Data" means datasets and other materials created by Customer that result in any part from Customer's use of Placer Data. The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information. Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data. .

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin as of October 1, 2021, and will continue for 12 consecutive months thereafter (the **"Initial Term"**). Each renewal or additional term, if any, is referred to as **"Additional Term"**, and the Initial Term and any Additional Terms are referred to collectively as the **"Term"**.

Additional Term:

Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of the same duration as the Initial Term, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

Termination:

Either party may terminate this Order Form upon thirty (30) days' notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer's access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

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US$ 22,490/year invoiced: in full upon signing this Order Form.

Fees billed via Bill.com

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EXHIBIT "A"

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Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 a.m. through 5:00 p.m. California time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the **"Receiving Party"**) understands that the other party (the **"Disclosing Party"**) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as **"Proprietary Information"** of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

7. Miscellaneous.

All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Customer grants Placer the right to use Customer's company name and company logo, for Placer's promotional purposes.

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EXHIBIT "A"

located at https://www.placer.ai/placer-license-agreement/ (the "**Agreement**"); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

"Customer"	**"Placer"**
Duncanville Community and Economic Development Corporation	Placer Labs, Inc.
By: _____	By: _____
Name:	Name: Noam Ben Zvi
Title:	Title: CEO & Co-Founder
Date:	Date:

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Present the Police Department's Quarterly Report.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matthew Stogner, Chief of Police
Adrian Tijerina, Assistant Chief of Police

BACKGROUND/HISTORY:
Police quarterly report.

POLICY EXPLANATION:
Police quarterly report.

FUNDING SOURCE:

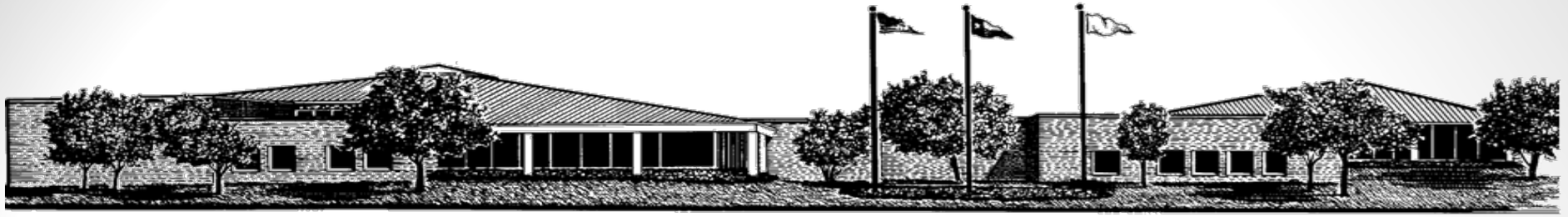
ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:
1. Receive quarterly report.
2. Do not receive quarterly report.
3. Other actions as directed by Council.

ATTACHMENTS:

PowerPoint



City of Duncanville

QUARTERLY REPORT
JULY – SEPTEMBER 2024

NOVEMBER 19, 2024

CHIEF OF POLICE MATTHEW STOGNER

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

Staffing/Personnel

- Officer Mariana Barbosa graduated from the police academy on June 17. She was sworn in on July 5th and she is currently in her last phase of field training. Her training should be completed at the beginning of November.
- Recruits Emmanuel Ortiz, Joey Vang, and Alex Lopez are currently in the academy and are doing excellent. Their expected graduation date is on December 6th.
- The recruiting team has been actively seeking qualified candidates and they have recently attended 4 recruiting events.
- We currently have 9 vacancies.





City of Duncanville

Staff Development

- The Department held Active Attack Response training September 24-26. All personnel attended this training.
- LT McCarty attended the National Internal Affairs Investigators Conference and Officer Involved Shooting Investigations training.
- The Department hosted several firearms training days in preparation for the upcoming annual firearm qualifications in October.



City of Duncanville

Regional CARE Team Quarterly Activity

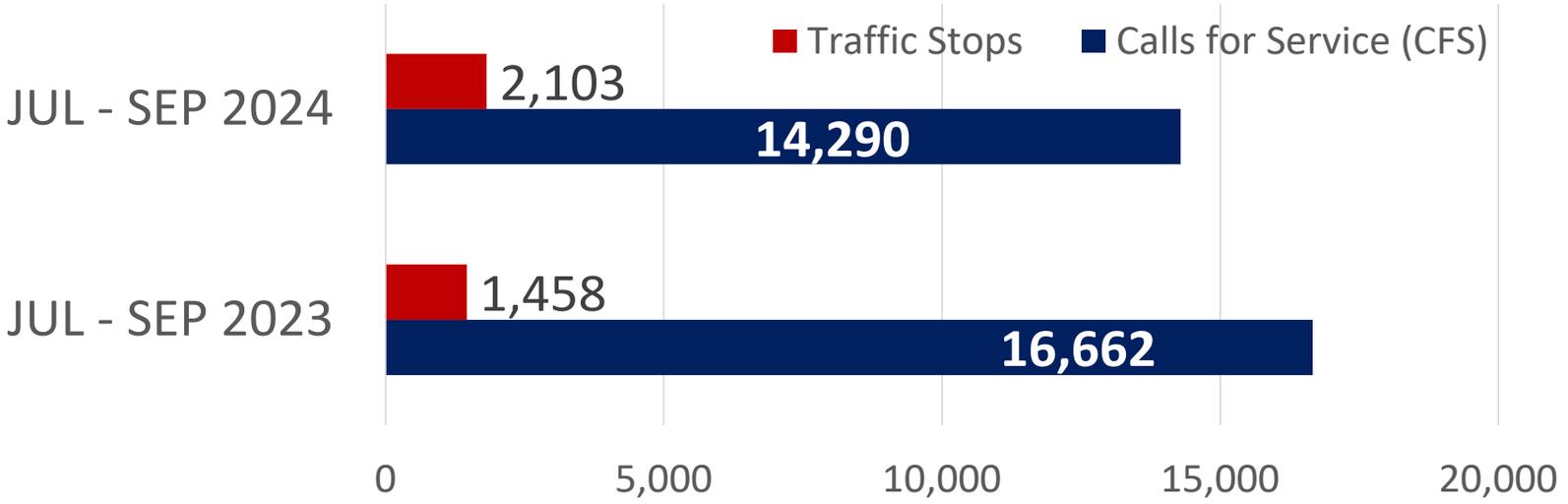
- The CARE Team has partnered with numerous community outreach programs and will begin posting events on the PD website and social media.

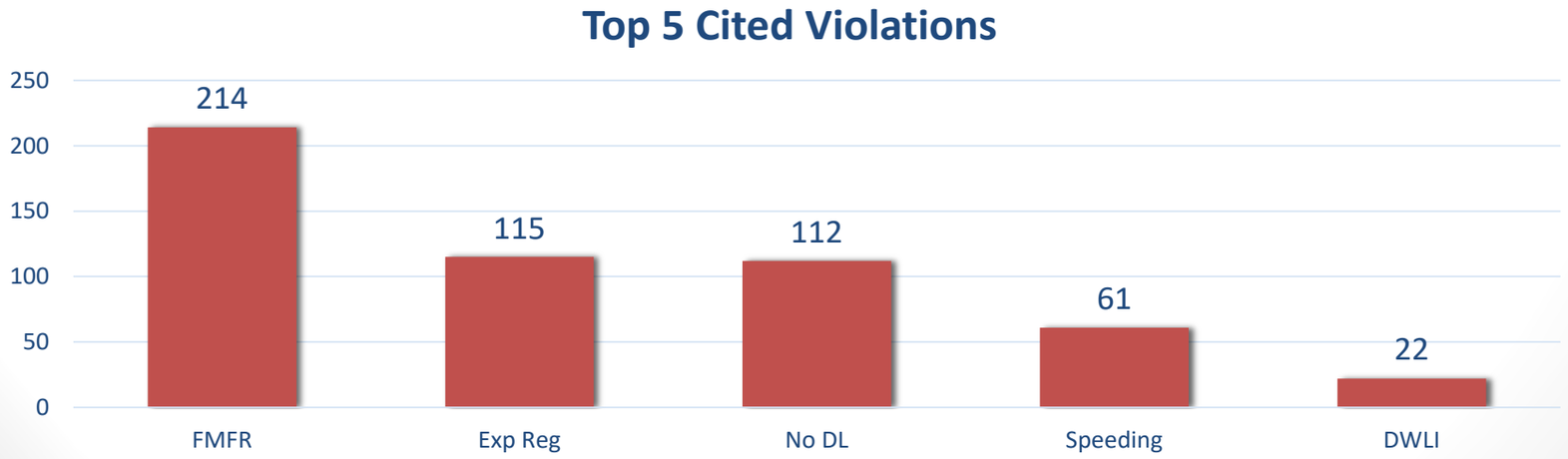


- The CARE Team has assisted approximately 32 new clients for this quarter.

City of Duncanville

Patrol activity comparison at a glance



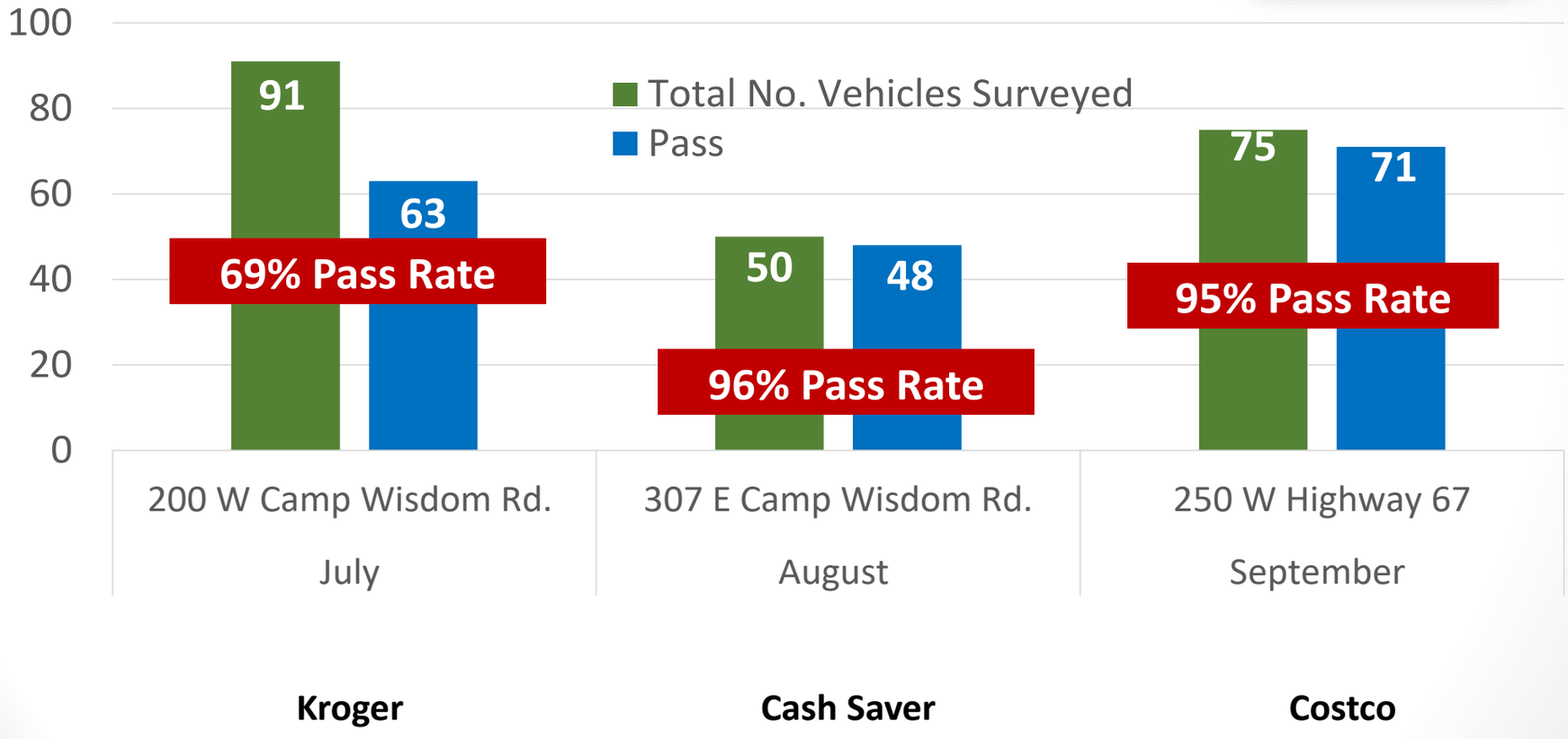


City of Duncanville

5

Citizens on Patrol (COPs) BMV Report Card Surveys





City of Duncanville

6

Department Activity

Number of Use of Force Incidents: 2

- 1 – Found to be lawful and within departmental policy.
- 1– Administrative review pending.

Number of Vehicle Pursuits: 1

- Administrative review pending.

Number of Complaints: 0

City of Duncanville

Community Engagement

July 2024 – 6 Meetings with 2,146 Partnerships
August 2024 – 6 Meetings with 285 Partnerships
September 2024 – 18 Meetings with 1,894 Partnerships















City of Duncanville

NIBRS Group A Offenses: Jul – Sep 2024

	Occurred	Unfounded	Actual	Cleared
09 - Homicide Offenses	0		0	
100 - Kidnapping/Abduction	1		1	
11 - Sex Offenses	4		4	1
36 - Sex Offenses, Non-Forcible	0		0	
120 - Robbery	12		12	8
13A - Aggravated Assault	11		11	9
13B - Simple Assault	71		71	63
13C - Intimidation	7		7	3
200 - Arson	0		0	
210 - Extortion/Blackmail	0		0	
220 - Burglary/Breaking and Entering	19		19	4
23A - Pocket-picking	0		0	
23B - Purse-snatching	1		1	
23C - Shoplifting	28		28	13
23D - Theft From Building	14	1	13	
23E - Theft From Coin-Operated Machine or Device	0		0	
23F - Theft From Motor Vehicle	55		55	
23G - Theft from Motor Vehicle Parts/Acccessories	7		7	
23H - All Other Larceny	16		16	
240 - Motor Vehicle Theft	49	1	48	2
250 - Counterfeiting/Forgery	5		5	1
26 - Fraud Offenses	14		14	3
270 - Embezzlement	0		0	
280 - Stolen Property Offenses	0		0	
290 - Destruction/Damage/Vandalism of Property	34		34	5
35 - Drug/Narcotic Offenses	39		39	32
370 - Pornography/Obscene Material	0		0	
39 - Gambling Offenses	0		0	
40 - Prostitution Offenses	0		0	
510 - Bribery	0		0	
520 - Weapon Laws Violations	9		9	7
64 - Human Trafficking	0		0	
720 - Animal Cruelty	0		0	
GRAND TOTAL	396	2	394	151

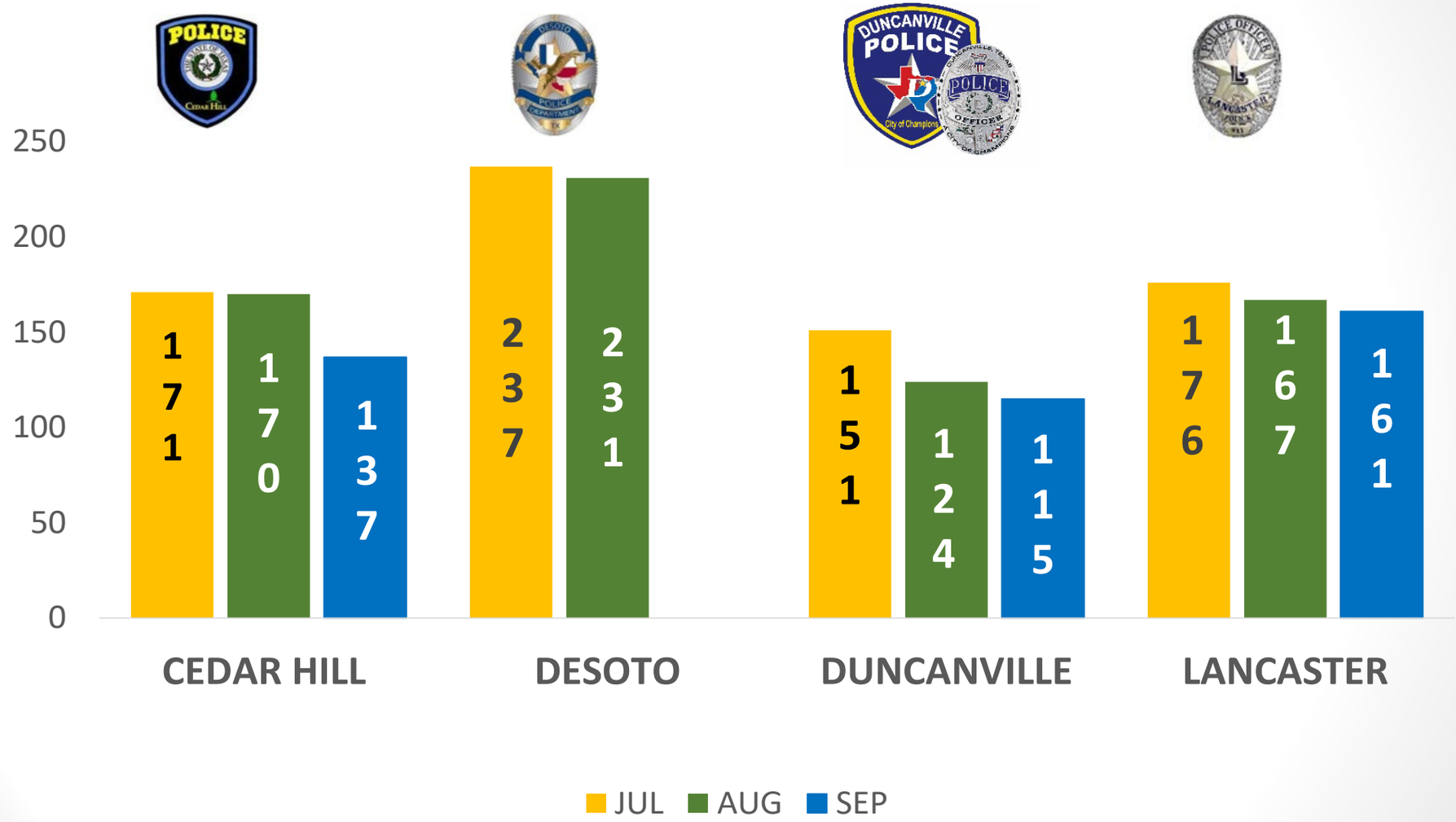
Crime statistics as of 10/07/2024

City of Duncanville



9

NIBRS Group A Offense Count Comparison

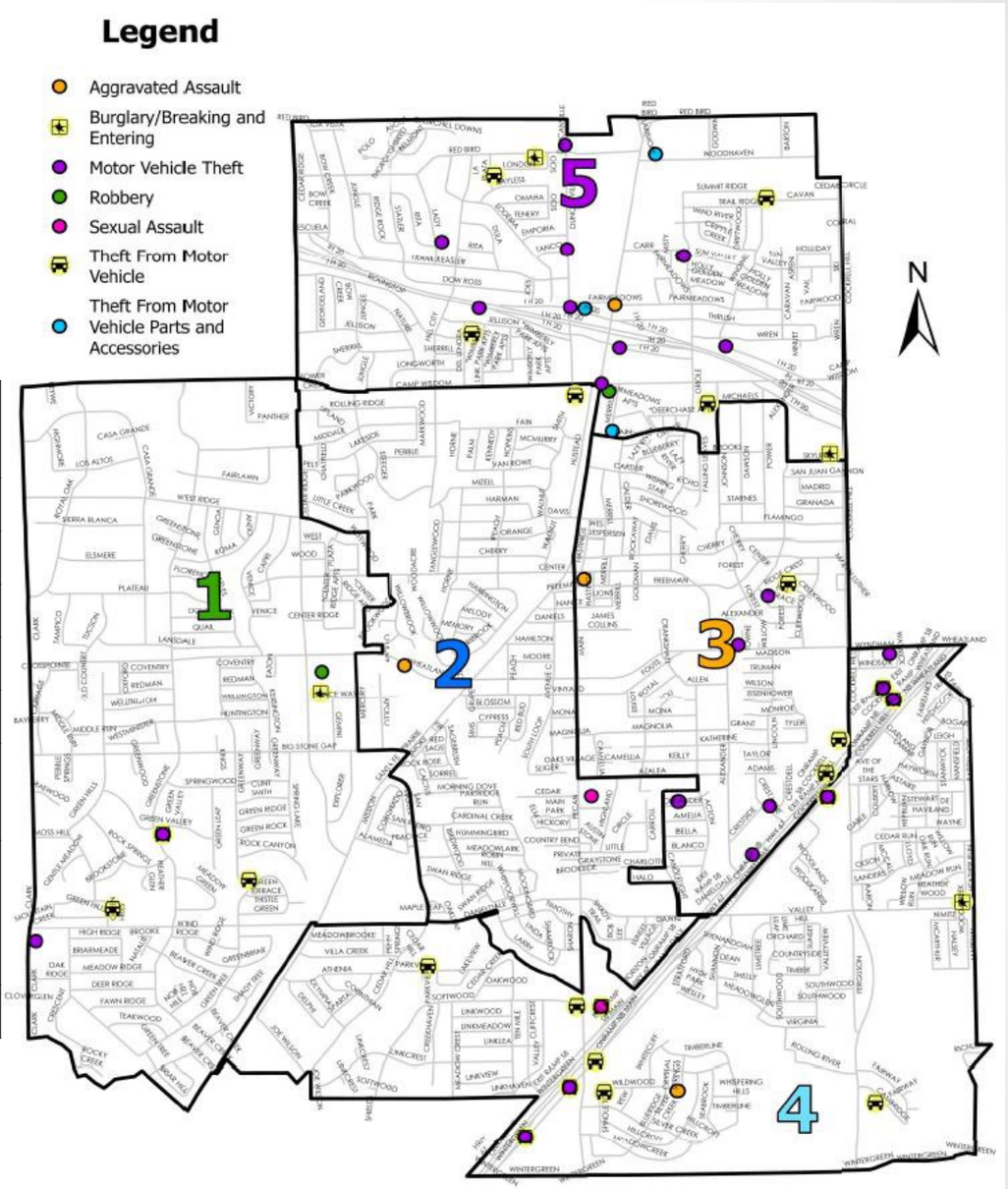


Data obtained from Texas DPS at https://txucr.nibrs.com/Report/CrimesIndex (October 11, 2024)

City of Duncanville

July 2024
Major Crimes

	District 1	District 2	District 3	District 4	District 5
Agg. Assault	0	1	2	1	1
Burglary	2	0	0	1	2
Motor Vehicle Theft	2	0	5	6	11
Robbery	1	0	0	0	5
Sexual Assault	0	1	0	1	0
Theft from Motor Vehicle	3	1	3	13	4
Theft from Motor Vehicle Parts and Accessories	0	0	0	0	4
Total	**8**	**3**	**10**	**22**	**27**

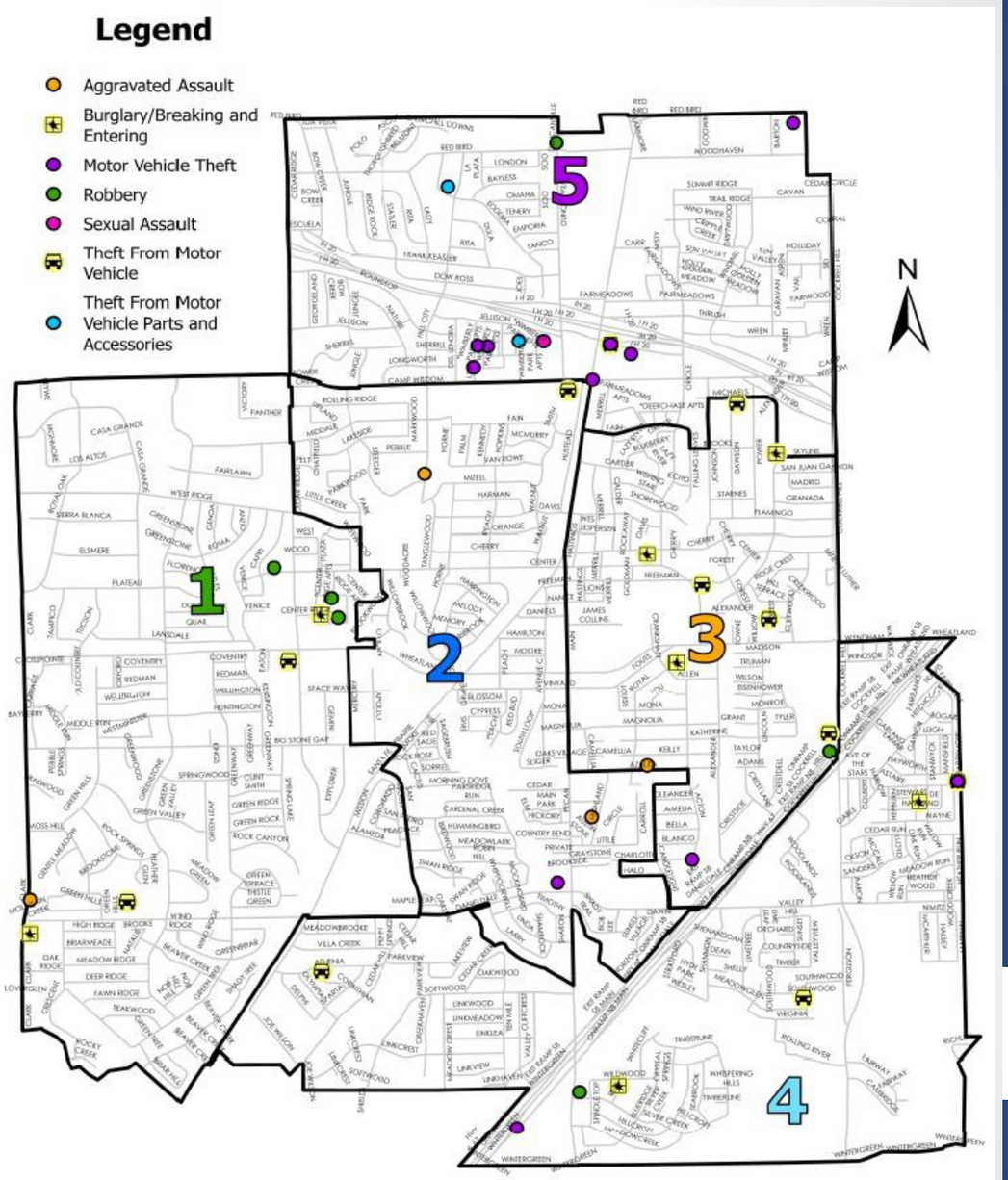


City of Duncanville

11

August 2024 Major Crimes

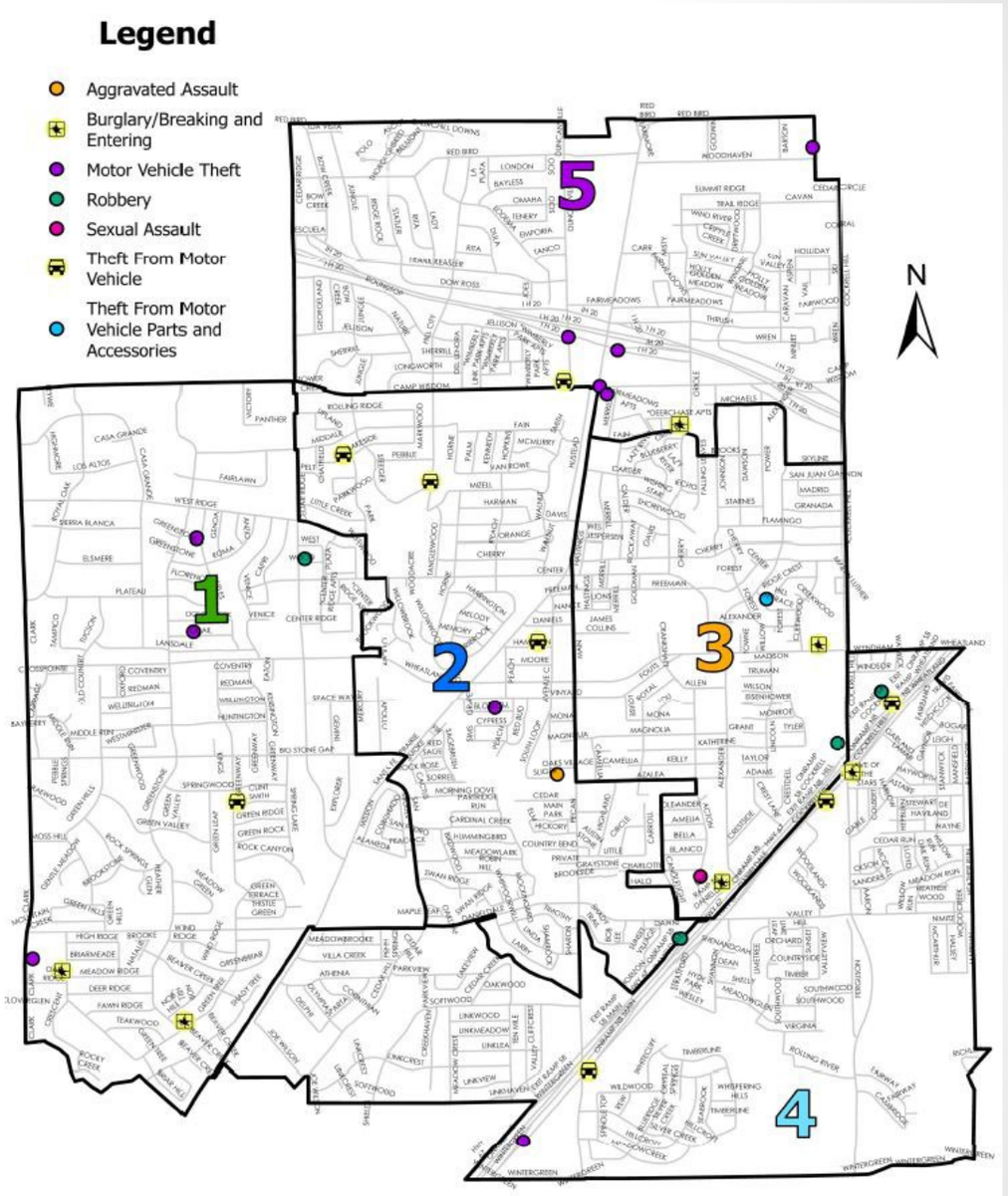
	District 1	District 2	District 3	District 4	District 5
Agg. Assault	1	2	1	0	0
Burglary	2	0	3	2	0
Motor Vehicle Theft	2	1	1	2	8
Robbery	3	0	1	1	1
Sexual Assault	0	0	0	0	1
Theft from Motor Vehicle	2	1	4	3	2
Theft from Motor Vehicle Parts and Accessories	0	0	0	0	2
Total	**10**	**4**	**10**	**8**	**14**



City of Duncanville

September 2024 Major Crimes

	District 1	District 2	District 3	District 4	District 5
Agg. Assault	0	2	0	0	0
Burglary	2	0	3	1	1
Motor Vehicle Theft	3	1	0	1	5
Robbery	1	1	1	1	0
Sexual Assault	0	0	1	0	0
Theft from Motor Vehicle	1	3	0	14	1
Theft from Motor Vehicle Parts and Accessories	0	0	1	0	0
Total	7	7	6	17	7



City of Duncanville

Thank you

Any questions?



STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Receive the Preliminary Financial Report as of September 30, 2024

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The Finance Report is presented to provide actual revenues received and expenditures made compared to the budget. The report provides financial summary data on key funds, including the General, Utility, Economic Development, and Fieldhouse funds. Additionally, a listing of current capital improvement projects is included with the report.

POLICY EXPLANATION:
The month of September is the last month of fiscal year 2023-2024. It is important to note the revenues and expenditures are unaudited and preliminary at this time, and therefore the numbers presented are not final. The FY 2024 audit is currently underway.

FUNDING SOURCE:

ORG and Object Number
NA

Available Budget	Purchase Amount	After Encumber
NA	NA	NA

ACTION ALTERNATIVES:

No City Council action required.

ATTACHMENTS:
September 2024 Preliminary Financial Report

CITY OF DUNCANVILLE
MONTHLY FINANCIAL REPORT

Fiscal Year 2023-2024

YEAR-TO-DATE OPERATIONS

AS OF SEPTEMBER 30, 2024 - PRELIMINARY AND UNAUDITED

OCTOBER 1, 2023 - SEPTEMBER 30, 2024

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

Updated and Prepared by
FISCAL SERVICES DEPARTMENT
11/12/2024

FY 2023-2024 Preliminary Financial Report as of September 30, 2024

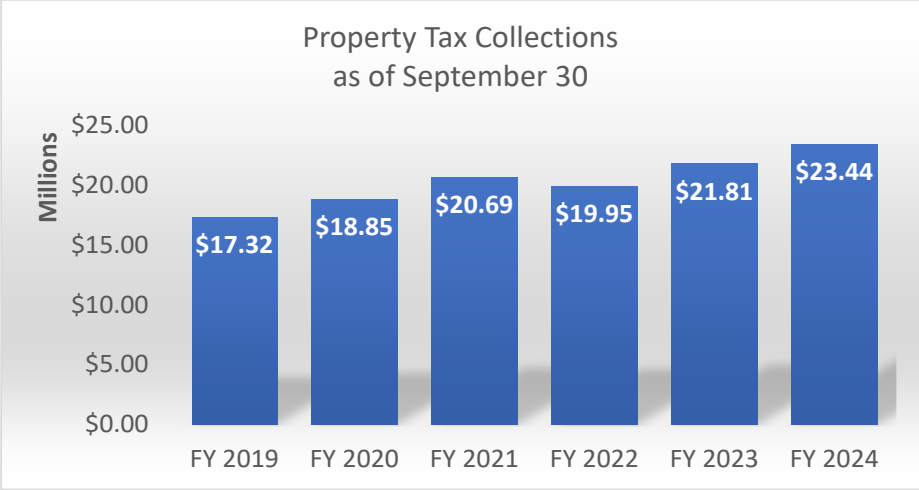
EXECUTIVE SUMMARY

The Duncanville Monthly Financial Report presents unaudited revenues and expenditures through September 30, 2024, compared to the budgetary numbers for the fiscal year 2023-2024 and the actual numbers year-to-date for the fiscal year 2022-2023. The report provides financial summary data on all funds, including on-going Capital Improvement Projects. The General Fund is the primary operating fund for the City, so details of revenues by category and expenditures by the department are included in the financial statements. In addition, all other funds that are part of daily operations are included in brief to highlight each fund's revenues, expenditures, and fund balances.

September is the final month of the fiscal year. The numbers presented are preliminary and not audited. There will be ongoing adjustments and accruals (backdating) as the FY 2024 audit is underway. Final figures will be presented when the audit is complete, and an Annual Comprehensive Financial Report is published.

The charts throughout the summary compare the revenues and expenditures year-to-date, for the same period, for each fiscal year from FY 2019 to current.

PROPERTY TAX COLLECTIONS



The above chart shows total property tax collected including the debt portion and delinquent taxes. Property Taxes account for over 50 % of the total General Fund revenue budget. Per Dallas County, the current year collections are at 98.3% of the levy.

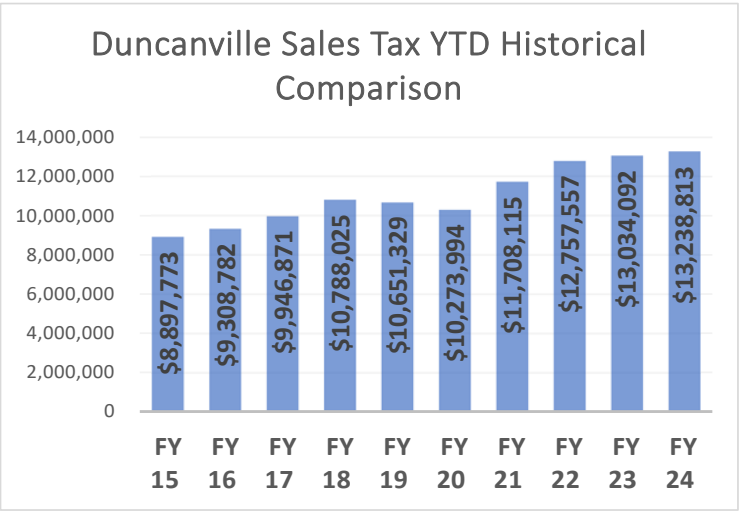
SALES TAX TREND

SALES TAX ALLOCATION HISTORICAL SUMMARIES
TOTAL SALES TAXES COLLECTED AND RECEIVED

COLLECTION MONTH	RECEIVED MONTH	% CHANGE PY ACCUMULATIVE	FY 2023-24	FY 2022-23	FY 2021-22	FY 2020-21	FY 2019-20	FY 2018-19
OCT	DEC	2.92%	$ 1,022,816.88	$ 993,789.74	785,673.18	830,234.09	899,967.44	808,134.72
NOV	JAN	2.87%	$ 998,707.18	$ 971,344.59	970,431.17	802,203.37	799,874.76	761,307.93
DEC	FEB	-4.37%	$ 1,132,304.74	$ 1,332,694.48	1,207,624.54	1,045,330.25	1,093,884.42	982,541.46
JAN	MAR	-2.61%	$ 964,640.77	$ 931,089.88	915,721.95	798,307.67	692,647.12	751,474.37
FEB	APR	-0.59%	$ 964,486.83	$ 884,085.98	867,075.56	816,989.85	677,611.75	763,496.18
MAR	MAY	-1.89%	$ 1,296,966.63	$ 1,389,625.43	1,371,074.68	1,215,345.22	888,123.96	1,069,253.79
APRIL	JUN	-1.11%	$ 1,046,884.86	$ 1,007,903.02	1,053,655.75	1,073,951.31	773,096.95	846,390.05
MAY	JUL	0.49%	$ 1,148,770.33	$ 1,023,076.19	1,055,650.56	895,092.16	809,543.87	879,867.74
JUNE	AUG	0.85%	$ 1,257,512.24	$ 1,216,715.98	1,274,933.45	1,130,684.16	1,021,135.56	1,018,284.27
JULY	SEP	1.71%	$ 1,145,836.70	$ 1,043,855.32	1,039,021.98	1,013,137.28	774,925.04	861,472.41
AUG	OCT	2.08%	$ 1,072,669.48	$ 1,011,326.44	972,252.62	917,440.10	806,953.30	885,497.37
SEPT	NOV	1.57%	$ 1,187,216.60	$ 1,228,584.78	1,244,441.19	1,169,399.73	1,036,229.49	1,023,608.43
TOTAL			13,238,813.24	13,034,091.83	12,757,556.63	11,708,115.19	10,273,993.66	10,651,328.72
Total % Change over Prior Year			1.57%	2.17%	8.96%	13.96%		

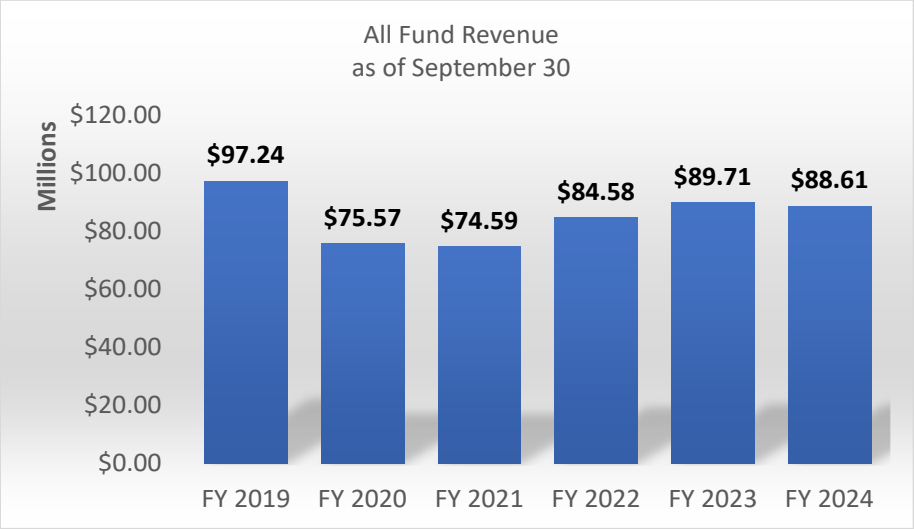
Sales tax accounts for 25% of the general fund revenue budget. Seventy-five percent (75%) or 0.015 cents of the collections goes to the General Fund for operations and property tax relief. The remaining 25% or .005 cents goes to Economic Development.

- Sales Tax collections for FY2024 were 1.57% over FY 2023.
- Per HDL Sales Tax Assurance forecast of trends and drivers as of September 2024: online retail continues to grow, impacting General Retail (physical locations) and therefore forecasted a slight negative of -1.5% to -0.5% into 2025. HDL forecasts slight growth in Grocery Store & Pharmacy and Restaurant & Entertainment, rising consumer debt and political uncertainty could curtail some consumer spending. Economic drivers into 2025 include a forecasted 1% decrease in the unemployment rate, gasoline prices expected to settle between $2.80-$3.00. Anticipated further interest rate cuts by the Fed would reduce high borrowing costs and benefit the Construction & Manufacturing and General Retail sectors, which have faced recent headwinds.

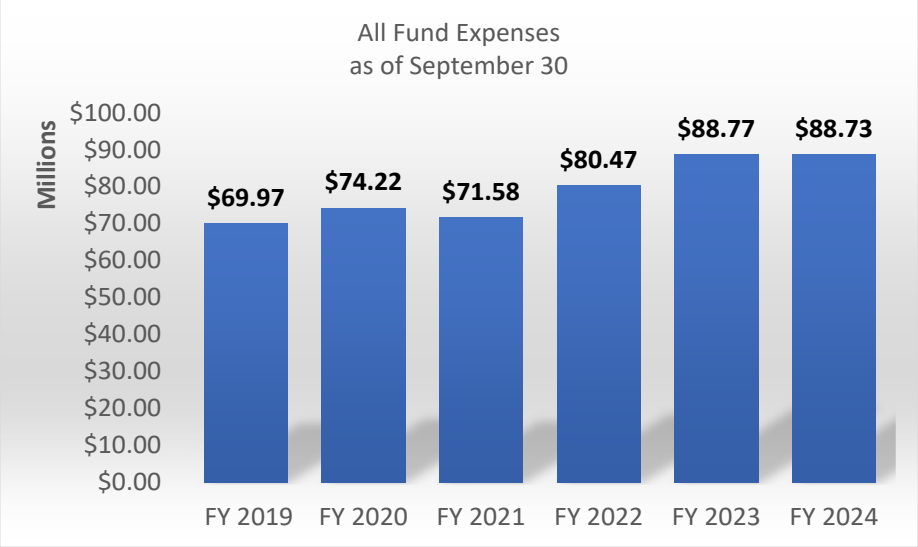


ALL FUNDS

Total revenue collected as of September 30 is $88.6 million. This is 99.8% of the total revenue budget for all funds. The numbers are not final as accruals (backdating) entries are underway. Revenue sources accrued include Utility customer payments. Funds received in October or November for example are for September usage.



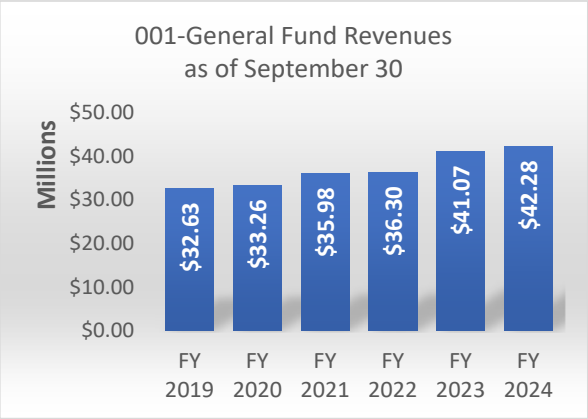
- Interest Income received to date is $4.1 million.

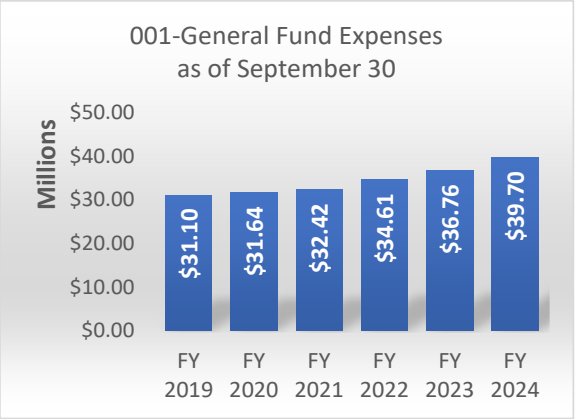


- Expenditures are 86% of the budget to date.

GENERAL FUND

The General Fund's unaudited ending fund balance for FY 2024 is $23.8 million. The excess over the 150 days maximum reserve is approximately $6 million. The numbers are preliminary until the FY 2024 audit is complete and remaining entries are made.





General Fund Revenue Highlights:

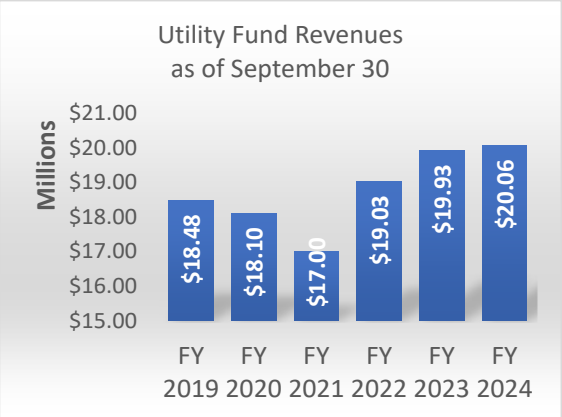
- General Fund revenues are currently at 103.7% of the budget. Overall revenues have performed 3.7% better than the budget projection.
- Interest revenue received to date is $2.6 million. This is 10.9% greater than FY 2023.

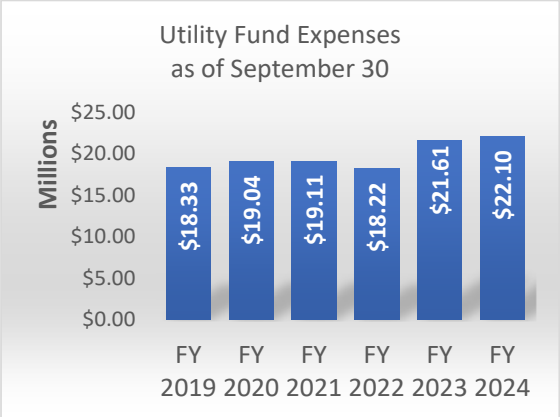
General Fund Expense Highlights:

- Operating expenditures are 96.2% of the budget. The numbers are not final and there is approximately $500,000 worth of invoices pending payment as of the date of the report.
- Highlights of expenditures:
  - Salaries and Benefits overall is 102.48% of the budgeted. This is largely due to vacation and sick leave time payouts at termination. Payouts are not typically budgeted for and can vary from year to year.
  - There are ongoing projects not concluded in FY24 such as the Matrix Consulting – Police/Fire operational analysis and the Ladd Master Plan and therefore funding will be requested in FY25 budget to complete.
  - $99,791 was budgeted for the regional Cares Team effort as it was projected the grant to end in April 2024. Funding continued through the end of the FY and therefore the expense was not needed.
  - Overall, based on the additional revenue and less in expenditures, fund balance resources were not needed, as the FY 2024 adopted budget projected.

UTILITY FUND

The Utility Operating Fund's audited beginning fund balance is $12 million, with an actual year-to-date unaudited fund balance of $9.9 million. The projected ending fund balance is $11.3 million.





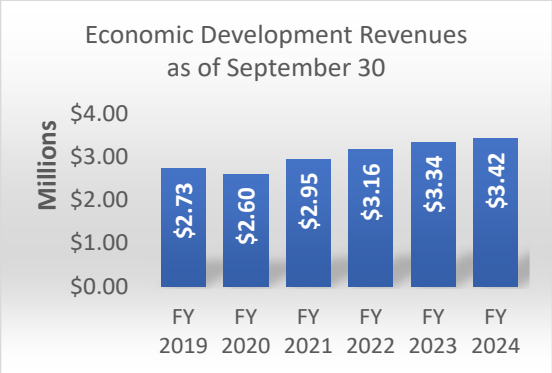
- Total preliminary utility revenues are 91.3 % of the budget. There is revenue received in October and November that will be accrued (backdated) to FY24 for September usage. The preliminary report does not reflect this revenue.

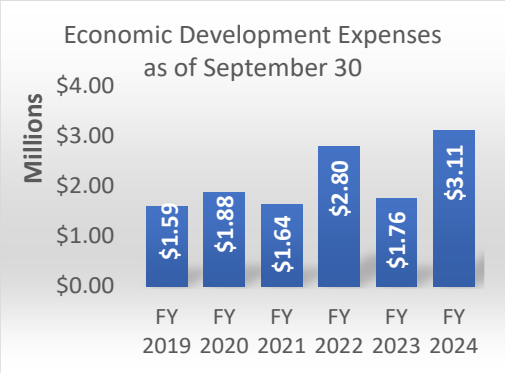
- Total preliminary expenditures are 97.4 % of the budget. Total payments to Dallas Water Utilities (wholesale water) was $4.4 million, an increase of 4.3% from FY24; and $5.5 million to Trinity River Authority (wastewater treatment), an increase of 17% over FY23.

ECONOMIC DEVELOPMENT

The Economic Development beginning fund balance is $6.9 million, with an actual year-to-date unaudited fund balance of $7.2 million.

- Total preliminary revenues are 99% of the budget. Revenue received in Economic Development is a ½ cent sales tax. Overall sales tax collection is 1.5% over FY 2023.

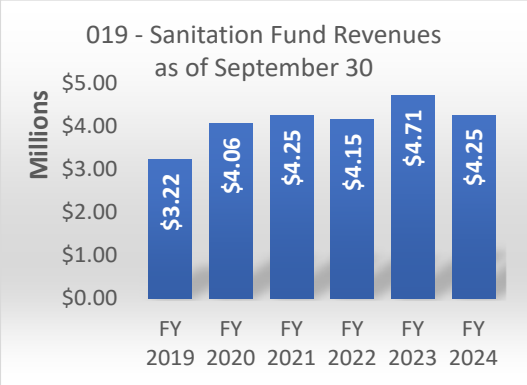


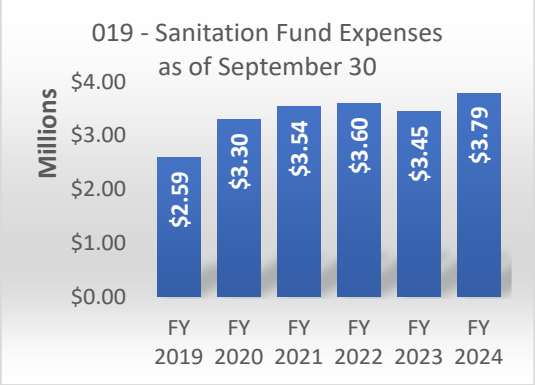


- Total expenditures are 64.6% of the budget. Expenditure highlights:
  - A total of $1.9 million of special projects and grant incentives were awarded and $1.3 million paid.

SANITATION FUND

The Sanitation Fund beginning fund balance is $1.1 million, with an actual year-to-date unaudited fund balance of $738 thousand.



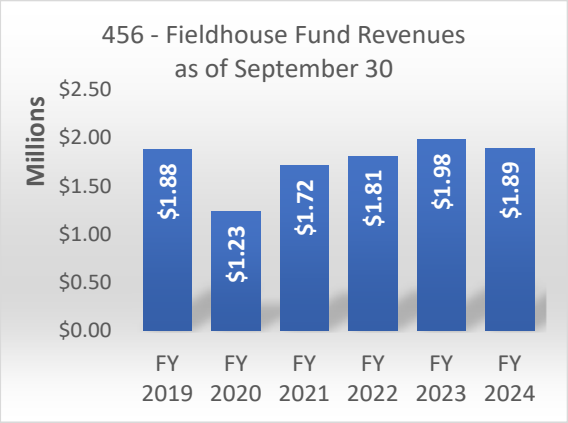


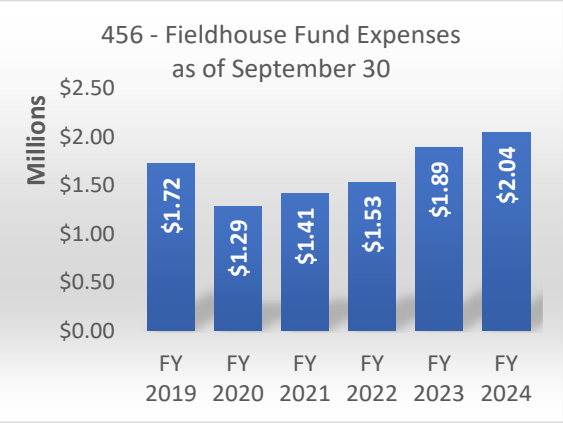
- Total revenues are 90.7% of the budget. There is revenue received in October and November that will be accrued (backdated) to FY24 for September collections. The preliminary report does not reflect this revenue.

- Total expenditures are 98.3% of the budget. Expenses include Garbage Collection Fees to Republic. A total of $3.6 million has been paid to date with Republic and the landfill. Additionally, the Sanitation Fund was able to cover $101,957 in emergency brush pickup and clean up from the May 2024 wind and storm.

FIELDHOUSE FUND

The Fieldhouse Fund beginning fund balance is -$1.8 million, with an actual year-to-date unaudited fund balance of -$1.9 million.





- Total revenues are 90.4% of the budget.
  - The Fieldhouse is an Enterprise Fund and therefore operates with accrual accounting. This means revenue not yet earned, such as receiving a deposit for a future event, will not be reflected as revenue until after the event.
  - The report is preliminary, and these are not the final revenue numbers.

- Total expenditures are 101 % of the budget.

OTHER FUND HIGHLIGHTS

- **Fund 010 – Hotel/Motel:** Total preliminary revenue for FY2024 is $1.2 million. This is 136% of the budget projection. Total expenses are $744 thousand and is 63.5% of the budget. A total of $600 thousand was paid in tax grants.
- **Fund 015 – Drainage:** With the change over in Building Inspections, Public Works, and the Energov system, billings for FY 2024 for commercial properties has not occurred and therefore revenue is behind. Staff is working on finalizing information and setting up the Energov system to be able to receive stormwater revenue payments. It is the intention of staff to send out one bill for FY 24 and FY 25 soon.

CAPITAL PROJECT HIGHLIGHTS

- 2018 Bond projects concluded in FY 2024:
  - Fire Station 1
  - Danieldale Road Reconstruction – Final Payment made in September. Only landscaping work, performed by another vendor, continues.
  - Armstrong Park / Splash Pad
- Other CIP Projects concluded in FY 2024:
  - Swan Ridge Road – Utilities, Streets, Drainage
  - Danieldale Ground Storage – Rehabilitation of tank
  - Cherry Street/Center Street Alley Reconstruction at East of Alexander

ACCOUNT CATEGORY EXPLANATIONS

REVENUES:

1. 50 – Property Taxes: includes current year taxes, prior year taxes, and penalties and interest on delinquent taxes.
2. 51 – Sales & Other Taxes: includes Sales Tax, Hotel/Motel Occupancy Tax, and Mixed Beverage Tax.
3. 52 – Permits & Licenses: includes Building related permits, alarm permits, health inspections.
4. 53 – Fines and Fees: includes court fines, late payment penalties.
5. 54 – Intergovernmental Revenues: include revenues from grant awards, court awards, and reimbursements from other governmental agencies. For example, School Crossing Guards, Regional Emergency Management, CDBG (Community Development Block Grant) Neighborhood Service Officer.
6. 55 – Interest: includes interest earned from investments.
7. 56 – Franchise Fee Revenue: includes revenues received from gross receipts for utilities such as Gas, Electric, Cable, garbage collection. Companies such as Atmos and Oncor, submit franchise payments.
8. 57 – Charges for Service: includes memberships, rentals, water/sewer/garbage services, Fieldhouse rentals.
9. 58 – Transfers from Funds: includes funds received from other Funds.
10. 59 – Other Sources: includes all other revenues not categorized. Smaller revenue sources such as miscellaneous and reimbursements.

EXPENDITURES:

1. 60 – Salary and Benefits: includes all salary, benefit, workers compensation, and retiree medical insurance line items.
2. 72 – Supplies and Materials: includes line items for office supplies, direct materials, clothing, tools, janitorial supplies, postage, computer hardware and software.
3. 73 – Contractual and Professional Services: includes election expenses, contractual services such as the cost-sharing partnerships for the jail, animal shelter, and regional dispatch, membership dues, professional development, professional fees such as engineers for construction projects, and legal services.
4. 74 – Maintenance and Repair Services: includes maintenance/licensing agreements such as software support, building, grounds, vehicle maintenance.
5. 75 – Utilities: City facilities water, gas, and electrical.
6. 76 – Capital Outlay: includes purchase over $5000 to become a capitalized asset such as land, building improvements, infrastructure, equipment and vehicles.
7. 77 – Debt Services: includes principal and interest payments on debt.
8. 78 – Transfers to Funds: includes transfers out to other funds, IT and Fleet replacement contributions.

9. 79 – Other Financing Uses: includes training, hospitality, and employee appreciation expenses. In Economic Development fund 012 – grants and development incentives are budgeted in this category.

CITY OF DUNCANVILLE
Property Tax Collections Report
October 01, 2023 - September 30, 2024

	Report Name	Base Tax Levy	Penalty & Interest	Collection Fees	Total
Collections:					
Payments Received	AC003P	$23,571,366.69	$221,915.77	$106,450.93	$23,899,733.39
Adjustments to Collections:					
Refunds/Levy Corrections	AC003A	($247,653.53)	($1,130.86)	($414.52)	($249,198.91)
Return Check Items	AC003A	($22,601.48)	($3,793.19)	($1,796.10)	($28,190.77)
Transfers/Reversals	AC003A	($46,770.62)	($1,556.52)	$7.67	($48,319.47)
Total Adjustments to Collections	**AC003A**	**($317,025.63)**	**($6,480.57)**	**($2,202.95)**	**($325,709.15)**
Maintenance & Operations	AC002A	$21,795,979.26	$197,077.98	$104,247.98	$22,097,305.22
Interest & Sinking	AC002A	$1,458,361.80	$18,357.22	$0.00	$1,476,719.02
Net Collections	**AC002A**	**$23,254,341.06**	**$215,435.20**	**$104,247.98**	**$23,574,024.24**
Transferred Refund from Escrow	AC002A	$0.00			$0.00
Rendition Penalty	AC006A	($663.79)			($663.79)
Collections Fee		($20,564.60)			($20,564.60)
Total Miscellaneous Items		**($21,228.39)**			**($21,228.39)**
M&O Net Payment to Entity		$21,774,750.87	$197,077.98		$21,971,828.85
I&S Net Payment to Entity		$1,458,361.80	$18,357.22		$1,476,719.02
Total Net Payment to Entity		**$23,233,112.67**	**$215,435.20**		**$23,448,547.87**
Net Adjustment to Levy	AR006A	$392,672.46			
Current Year Collection Percentage Based on Monthly Collections:				**98.34%**	

Total Net Payment to Entity = (Payments Received - Total Adj to Coll - Total Misc. Items)

M&O Net Payment to Entity = (Maintenance & Operations - Total Miscellaneous Items)

Detail reports will not be attached if no activity occurred for the month.

In accordance with the requirements of the Texas Property Tax Code, Chapter 31, Section 31.10 Paragraph (a), the attached tax collections report is respectfully submitted.

I, John R. Ames, CTA, Dallas County Tax Assessor/Collector, do hereby certify the attached collection totals, to the best of my knowledge.

NOTARY PUBLIC STATE OF TEXAS
Destiny Flores
My Commission Expires
7/1/2028
Notary ID132542872

John R. Ames, CTA
Dallas County Tax Assessor/Collector

Notary Public, State of Texas

Sworn and subscribed before me, this 4 day of October, 20 24.

ALL FUNDS
AS OF SEPTEMBER 30, 2024 - PRELIMINARY AND UNAUDITED

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	YTD Remaining Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
50 - PROPERTY TAXES	$23,439,464	$23,393,424	100.20%	($46,040)	$21,759,884	100.45%	$1,679,580	7.72%
51 - SALES & OTHER TAXES	14,640,349	14,528,864	100.77%	(111,485)	14,425,587	103.15%	214,762	1.49%
52 - PERMITS & LICENSES	762,038	647,500	117.69%	(114,538)	641,662	112.17%	120,376	18.76%
53 - FINES & FEES	353,537	377,600	93.63%	24,063	345,109	81.37%	8,428	2.44%
54 - INTERGOV REVENUES	4,973,544	5,131,312	96.93%	157,769	5,609,435	97.25%	(635,891)	-11.34%
55 - INTEREST	4,091,119	1,214,837	336.76%	(2,876,282)	3,432,411	1775.69%	658,708	19.19%
56 - FRANCHISE FEE REV	2,114,647	2,080,000	101.67%	(34,647)	2,263,403	110.19%	(148,756)	-6.57%
57 - CHARGES FOR SERVICES	25,481,914	28,832,460	88.38%	3,350,546	26,932,293	100.10%	(1,450,379)	-5.39%
58 - TRANSFER FROM FUNDS	9,360,667	9,345,488	100.16%	(15,179)	10,976,894	92.35%	(1,616,227)	-14.72%
59 - OTHER SOURCES	3,387,634	3,241,136	104.52%	(146,498)	2,642,276	118.94%	745,358	28.21%
Revenue Total	**$88,604,913**	**$88,792,621**	**99.79%**	**$187,708**	**$89,028,955**	**103.92%**	**($424,041)**	**-0.48%**
Expense								
60 - SALARY AND BENEFITS	$30,288,188	$29,912,003	101.26%	($376,185)	$27,224,669	98.07%	$3,063,520	11.25%
72 - SUPPLIES & MATERIALS	2,868,603	4,070,989	70.46%	1,202,386	2,813,180	49.45%	55,424	1.97%
73 - CONTRACT & PROF SVCS	24,249,492	27,074,189	89.57%	2,824,697	21,910,310	90.58%	2,339,182	10.68%
74 - MAINT & REPAIR SVCS	1,859,707	2,301,164	80.82%	441,457	1,649,958	89.59%	209,750	12.71%
75 - UTILITIES	1,539,840	1,245,714	123.61%	(294,126)	1,245,381	104.51%	294,459	23.64%
76 - CAPITAL OUTLAY	12,919,541	21,547,935	59.96%	8,628,394	20,153,221	59.48%	(7,233,680)	-35.89%
77 - DEBT SERVICES	2,026,156	2,020,481	100.28%	(5,675)	2,017,781	99.71%	8,375	0.42%
78 - TRANSFER TO FUNDS	10,538,324	10,502,920	100.34%	35,404	12,188,337	100.59%	(1,650,014)	-13.54%
79 - OTHER FINANCING USES	2,441,139	4,503,868	54.20%	2,062,729	1,227,680	40.29%	1,213,459	98.84%
Expense Total	**$88,730,990**	**$103,179,264**	**86.00%**	**$14,448,274**	**$90,430,516**	**80.93%**	**$1,699,525**	**-1.88%**
Net Income (Loss)	**($126,077)**	**($14,386,643)**			**($1,401,561)**			

001 - GENERAL FUND
AS OF SEPTEMBER 30, 2024 - PRELIMINARY AND UNAUDITED

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023			COMPARISON	
UNAUDITED REVENUES AND EXPENSES	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY Month Actual	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue									
50 - PROPERTY TAXES	$44,920	$21,920,792	$21,909,710	100.05%	$62,111	$20,848,904	100.21%	$1,071,888	5.14%
51 - SALES & OTHER TAXES	2,577,288	10,094,327	10,251,648	98.47%	2,495,222	9,957,104	100.14%	137,223	1.38%
52 - PERMITS & LICENSES	54,221	762,038	647,500	117.69%	55,807	641,662	112.17%	120,376	18.76%
53 - FINES & FEES	62,460	324,828	350,100	92.78%	20,119	315,352	81.57%	9,477	3.01%
54 - INTERGOV REVENUES	30,788	318,088	347,861	91.44%	110,432	305,146	128.48%	12,942	4.24%
55 - INTEREST	216,556	2,601,642	1,135,151	229.19%	318,397	2,347,008	3466.78%	254,634	10.85%
56 - FRANCHISE FEE REV	371,422	1,729,137	1,755,000	98.53%	578,368	1,967,159	113.12%	238,021	-12.10%
57 - CHARGES FOR SERVICES	196,975	1,279,992	1,147,200	111.58%	767,625	1,052,982	93.99%	227,010	21.56%
58 - TRANSFER FROM FUNDS	232,409	2,788,905	2,795,905	99.75%	250,274	2,904,293	99.97%	115,388	-3.97%
59 - OTHER SOURCES	75,775	457,535	448,250	102.07%	47,609	611,563	156.41%	154,028	-25.19%
Revenue Total	**$3,862,815**	**$42,277,284**	**$40,788,325**	**103.65%**	**$4,705,963**	**$40,951,173**	**107.29%**	**$1,326,111**	**3.24%**
Expense									
60 - SALARY AND BENEFITS	$2,742,928	$26,489,181	$25,848,344	102.48%	$2,427,652	$23,635,349	98.86%	$2,853,832	12.07%
72 - SUPPLIES & MATERIALS	254,966	1,745,696	2,212,148	78.91%	275,977	1,745,484	81.60%	212	0.01%
73 - CONTRACT & PROF SVCS	1,301,918	7,159,615	8,660,338	82.67%	1,157,388	6,424,696	86.13%	734,919	11.44%
74 - MAINT & REPAIR SVCS	197,012	1,461,301	1,715,330	85.19%	178,257	1,281,396	93.22%	179,905	14.04%
75 - UTILITIES	180,998	1,212,990	975,707	124.32%	258,037	1,037,120	111.94%	175,869	16.96%
76 - CAPITAL OUTLAY	4,022	143,856	266,078	54.07%	33,882	170,460	111.52%	(26,604)	-15.61%
78 - TRANSFER TO FUNDS	207,153	1,163,822	1,121,418	103.78%	688,844	1,670,960	99.76%	(507,138)	-30.35%
79 - OTHER FINANCING USES	39,904	319,539	467,375	68.37%	138,690	437,851	83.15%	(118,312)	-27.02%
Expense Total	**$4,928,903**	**$39,695,999**	**$41,266,738**	**96.19%**	**$5,158,727**	**$36,403,318**	**95.39%**	**$3,292,681**	**9.05%**
Net Income (Loss)	**($1,066,088)**	**$2,581,285**	**($478,413)**		**($452,764)**	**$4,547,855**			

	ACTUAL	FY 24 REVISED
BEGINNING FUND BALANCE	**$21,284,431**	**$ 21,284,431**
UNAUDITED ENDING FUND BALANCE	**$ 23,865,716**	**$ 20,806,018**

FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	50.4%
# of Days Coverage	184
Reserve Minimum $$ (90 Days)	$ 10,175,360
Reserve Maximum $$ (150 Days)	$ 16,958,933
Excess over Maximum $$	**$ 3,847,085**

001 - GENERAL FUND
AS OF SEPTEMBER 30, 2024 - PRELIMINARY AND UNAUDITED

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
50 - PROPERTY TAXES								
501101 - CURRENT TAXES	$18,624	$21,578,220	$21,619,710	99.81%	$20,447,149	99.52%	$1,131,070	5.53%
501102 - DELINQUENT TAXES	8,991	186,169	145,000	128.39%	292,899	234.32%	(106,730)	-36.44%
501103 - PENALTIES AND INTEREST	17,306	156,403	145,000	107.86%	108,856	80.63%	47,547	43.68%
50 - PROPERTY TAXES Total	**$44,920**	**$21,920,792**	**$21,909,710**	**100.05%**	**$20,848,904**	**100.21%**	**$1,071,888**	**5.14%**
51 - SALES & OTHER TAXES								
501201 - STATE SALES TAX CITY PORTION	$1,706,413	$6,660,583	$6,768,432	98.41%	$6,560,814	99.83%	$99,768	1.52%
501202 - SALES TAX PROPERTY TAX RELIEF	853,206	3,330,291	3,384,216	98.41%	3,280,407	99.83%	49,884	1.52%
501204 - ALCOHOLIC BEVERAGE TAX	17,669	103,452	99,000	104.50%	115,882	136.33%	(12,430)	-10.73%
51 - SALES & OTHER TAXES Total	**$2,577,288**	**$10,094,327**	**$10,251,648**	**98.47%**	**$9,957,104**	**100.14%**	**$137,223**	**1.38%**
52 - PERMITS & LICENSES								
502101 - BUILDING PERMITS	$21,357	$396,053	$350,000	113.16%	$312,673	104.22%	$83,380	26.67%
502102 - ELECTRICAL PERMITS	0	39,136	27,000	144.95%	43,535	217.67%	(4,399)	-10.10%
502103 - SOLICITOR LICENSES	0	225	500	45.00%	825	165.00%	(600)	-72.73%
502106 - SIGN PERMITS	150	16,300	18,000	90.56%	22,827	152.18%	(6,527)	-28.59%
502108 - HEALTH FOOD INSPECTION FEES	22,425	103,190	75,000	137.59%	62,105	88.72%	41,085	66.15%
502109 - PLUMBING AND AC PERMITS	3,875	69,997	60,000	116.66%	52,825	96.05%	17,172	32.51%
502111 - ZONING & SPEC USE PERMIT	500	14,245	12,000	118.71%	18,275	215.00%	(4,030)	-22.05%
502114 - RENTAL PROPERTY REGISTRATION	225	53,110	55,000	96.56%	58,405	116.81%	(5,295)	-9.07%
502120 - ALARM PERMITS	4,090	61,883	45,000	137.52%	65,793	131.59%	(3,910)	-5.94%
502122 - POOL OR SPA INSPECTION FEE	1,600	7,900	5,000	158.00%	4,400	146.67%	3,500	79.55%
509607 - ANIMAL PERMITS	0	0	0	0.00%	0	0.00%	(0)	0.00%
52 - PERMITS & LICENSES Total	**$54,221**	**$762,038**	**$647,500**	**117.69%**	**$641,662**	**112.17%**	**$120,376**	**18.76%**
53 - FINES & FEES								
502107 - WRECKER AND STORAGE FEES	$0	$0	$0	0.00%	$67	0.00%	($67)	-100.00%
502112 - EMS SVCS COST SETTLEMENT	37,208	37,208	0	0.00%		0.00%	37,208	0.00%
503101 - MUNICIPAL COURT FINES	17,876	221,991	275,000	80.72%	242,070	80.69%	(20,079)	-8.29%
503102 - COURT RELATED FEES	6,900	60,384	60,000	100.64%	61,754	95.01%	(1,370)	-2.22%
503103 - SCHOOL CROSSING FEES	225	2,088	2,500	83.51%	2,590	74.01%	(502)	-19.40%
503201 - LIBRARY FINES	234	2,879	5,000	57.59%	7,362	245.40%	(4,483)	-60.89%
503301 - FALSE ALARM FINES	0	285	7,500	3.80%	1,360		(1,075)	-79.04%
509609 - RETURN CHECK FEES	17	(8)	100	-7.85%	148	9.07%	(156)	-105.31%
53 - FINES & FEES Total	**$62,460**	**$324,828**	**$350,100**	**92.78%**	**$315,352**	**147.85%**	**$9,477**	**3.01%**

001 - GENERAL FUND
AS OF SEPTEMBER 30, 2024 - PRELIMINARY AND UNAUDITED

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
54 - INTERGOV REVENUES								
504102 - DISD SCHOOL CROSSING GUARDS	$13,931	$26,299	$50,310	52.27%	$46,800	0.00%	($20,501)	-43.81%
504103 - DALLAS CNTY CROSSING GUARD REV	6,895	46,327	40,000	115.82%	43,897	110.12%	2,430	5.54%
504109 - REIMB FOR REG EMERG MANAGER	22,189	87,864	147,551	59.55%	38,938	109.74%	48,926	125.65%
507105 - SENIOR MEAL DONATIONS	390	8,841	0	0.00%	2,566	38.94%	6,275	244.50%
508203 - INTERGOV REIMBURSEMENT-CDBG	15,245	48,171	60,000	80.29%	60,581	0.00%	(12,410)	-20.48%
508210 - INTERGOV REIMBURSEMNTS-CARE TM	0	100,586	50,000	201.17%	112,364	110.15%	(11,778)	-10.48%
54 - INTERGOV REVENUES Total	**$30,788**	**$318,088**	**$347,861**	**91.44%**	**$305,146**	**0.00%**	**$12,942**	**4.24%**
55 - INTEREST								
505101 - INTEREST ON GOVT POOL INVEST	$118,956	$1,384,181	$525,320	263.49%	$1,387,770	0.00%	($3,589)	-0.26%
505103 - CERT OF DEPOSIT INTEREST	17,680	205,958	102,582	200.77%	124,067	81633.51%	81,891	66.01%
505106 - MONEY MARKET INTEREST	79,920	1,011,503	507,249	199.41%	835,171	344.63%	176,332	21.11%
55 - INTEREST Total	**$216,556**	**$2,601,642**	**$1,135,151**	**229.19%**	**$2,347,008**	**2783.90%**	**$254,634**	**10.85%**
56 - FRANCHISE FEE REV								
501301 - FRANCHISE FEE ELECTRIC	$370,750	$1,139,011	$1,150,000	99.04%	$1,172,953	0.00%	($33,941)	-2.89%
501302 - FRANCHISE FEE GAS	0	426,974	390,000	109.48%	497,139	102.00%	(70,164)	-14.11%
501303 - FRANCHISE FEE TELEPHONE	673	59,921	75,000	79.89%	94,954	149.74%	(35,033)	-36.89%
501304 - FRANCHISE FEE CABLE TV	0	103,231	140,000	73.74%	202,114	115.80%	(98,883)	-48.92%
56 - FRANCHISE FEE REV Total	**$371,422**	**$1,729,137**	**$1,755,000**	**98.53%**	**$1,967,159**	**115.49%**	**($238,021)**	**-12.10%**
57 - CHARGES FOR SERVICES								
502105 - EMERGENCY MEDICAL SERVICE	$159,527	$938,079	$900,000	104.23%	$743,616	0.00%	$194,462	26.15%
507102 - RECREATION FEES	27,807	253,135	200,000	126.57%	189,023	87.48%	64,112	33.92%
507104 - SENIOR CENTER ANNUAL USER FEE	3,761	8,588	2,200	390.36%	4,906	82.18%	3,682	75.05%
507107 - RECREATION CENTER CLASSES	1,999	29,182	16,000	182.39%	29,108	122.65%	74	0.26%
507108 - SPECIAL EVENTS	1,500	27,589	16,000	172.43%	51,324	200.75%	(23,735)	-46.24%
507109 - SENIOR CLASS/TRIPS	460	5,718	3,000	190.60%	6,359	427.70%	(641)	-10.08%
509603 - LIBRARY SERVICE FEES	1,921	17,700	10,000	177.00%	26,877	353.28%	(9,177)	-34.14%
509622 - MOWING LIEN REIMBURSEMENTS	0	0	0	0.00%	1,768	335.97%	(1,768)	-100.00%
57 - CHARGES FOR SERVICES Total	**$196,975**	**$1,279,992**	**$1,147,200**	**111.58%**	**$1,052,982**	**0.00%**	**$227,010**	**21.56%**
58 - TRANSFER FROM FUNDS								
598002 - PILOT FEE TZ-CITY WWW UTILITY	$128,507	$1,542,082	$1,542,082	100.00%	$1,724,640	0.00%	($182,558)	-10.59%
599002 - TRANS FROM UTILITY FUND-002	88,783	1,065,393	1,065,393	100.00%	1,065,393	100.00%	(0)	0.00%
599010 - TRANS FROM HOTEL FUND-010	2,968	35,616	35,616	100.00%	31,268	100.00%	4,348	13.91%
599012 - TRANS FROM EDC FUND-012	12,151	145,814	145,814	100.00%	73,992	100.00%	71,822	97.07%
599230 - TRANS FROM JUVENILE FUND-230	0	0	7,000	0.00%	9,000	100.00%	(9,000)	-100.00%
58 - TRANSFER FROM FUNDS Total	**$232,409**	**$2,788,905**	**$2,795,905**	**99.75%**	**$2,904,293**	**90.00%**	**($115,388)**	**-3.97%**

001 - GENERAL FUND
AS OF SEPTEMBER 30, 2024 - PRELIMINARY AND UNAUDITED

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
59 - OTHER SOURCES								
503202 - LIBRARY DONATIONS	$0	$0	$0	0.00%	$44	0.00%	($44)	-100.00%
509101 - SALE OF FIXED ASSETS	0	0	0	0.00%	34,248	0.00%	(34,248)	-100.00%
509105 - SALE OF MATERIALS	0	1,027	3,750	27.39%	666	0.00%	361	54.20%
509201 - INSURANCE RECOVERY	0	18,131	0	0.00%	27,326	26.64%	(9,195)	-33.65%
509601 - MISCELLANEOUS REVENUE	(23,891)	146,981	100,000	146.98%	207,668	0.00%	(60,687)	-29.22%
509602 - CASH OVER AND SHORT	35	1,214	0	0.00%	936	207.67%	279	29.76%
509604 - POLICE ACCIDENT REPORTS	237	4,682	3,500	133.78%	3,799	0.00%	883	23.25%
509606 - AUCTION PROCEEDS	42,070	42,070	0	0.00%	0	108.55%	42,070	0.00%
509612 - CITY SERVICES REIMBURSEMENT	13,693	22,461	58,000	38.73%	9,001	0.00%	13,461	149.56%
509613 - WORKERS COMP REIMBURSEMENT	16,655	50,746	45,000	112.77%	17,591	15.52%	33,155	188.48%
509614 - RENTAL OF TOWER	27,045	161,947	225,000	71.98%	176,172	87.96%	(14,225)	-8.07%
509617 - LEASE INCOME	0	0	0	0.00%	120,000	90.81%	(120,000)	-100.00%
509618 - GAS WELL OIL REVENUE	0	8,063	13,000	62.02%	11,390	0.00%	(3,326)	-29.21%
509623 - CLAIM REIMBURSEMENTS	0	212	0	0.00%	1,305	142.37%	(1,093)	-83.77%
588888 - REVENUE SUSPENSE	0	0	0	0.00%	1,419	0.00%	(1,419)	-100.00%
59 - OTHER SOURCES Total	**$75,775**	**$457,535**	**$448,250**	**102.07%**	**$611,563**	**0.00%**	**($154,028)**	**-25.19%**
Grand Total	**$3,862,815**	**$42,277,284**	**$40,788,325**	**103.65%**	**$40,951,173**	**156.41%**	**$1,326,111**	**3.24%**

001 - GENERAL FUND
AS OF SEPTEMBER 30, 2024 - PRELIMINARY AND UNAUDITED

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED EXPENSES	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
0101 - GENERAL GOV. SERVICES DEPT.								
01011000 - MAYOR AND COUNCIL	$994	$65,914	$108,582	60.70%	$112,052	77.91%	$46,138	-41.18%
01011020 - MAYOR	0	2,054	8,500	24.17%	12,078	142.09%	(10,024)	-82.99%
01011021 - DISTRICT 1	600	1,596	7,000	22.80%	1,621	23.15%	(25)	-1.52%
01011022 - DISTRICT 2	92	699	7,000	9.99%	1,838	26.26%	(1,139)	-61.95%
01011023 - DISTRICT 3	0	565	7,000	8.07%	2,527	36.11%	(1,962)	-77.64%
01011024 - DISTRICT 4	220	6,607	7,000	94.39%	5,540	79.15%	1,067	19.26%
01011025 - DISTRICT 5	572	1,408	7,000	20.11%	1,349	19.27%	59	4.36%
01011026 - DISTRICT AT LARGE	936	4,665	7,000	66.65%	1,613	23.05%	3,052	189.19%
01011100 - CITY ADMINISTRATION	93,185	771,454	774,007	99.67%	1,008,605	114.87%	(237,151)	-23.51%
01011200 - CITY SECRETARY	27,941	288,163	354,408	81.31%	260,839	68.32%	27,324	10.48%
01011300 - HUMAN RESOURCES	64,556	550,761	537,086	102.55%	512,054	105.94%	38,707	7.56%
01011400 - INFO TECHNOLOGY	111,348	1,190,662	1,563,915	76.13%	1,054,470	93.58%	136,191	12.92%
01011500 - PUBLIC INFORMATION OFFICE	41,347	462,666	497,264	93.04%	356,005	134.15%	106,660	29.96%
01011600 - PUBLIC LIBRARY	119,630	1,089,581	1,123,899	96.95%	1,067,292	100.98%	22,289	2.09%
01011700 - CITY MARSHAL	11,582	108,743	120,107	90.54%	96,912	96.97%	11,831	12.21%
0101 - GENERAL GOV. SERVICES DEPT. Total	**$473,002**	**$4,545,538**	**$5,129,768**	**88.61%**	**$4,494,796**	**100.18%**	**$50,742**	**1.13%**
0102 - FISCAL SERVICES DEPT.								
01022000 - ACCOUNTING & REPORTING	$126,032	$1,068,294	$1,143,531	93.42%	$1,026,630	100.72%	$41,663	4.06%
01022300 - MUNICIPAL COURT	59,720	507,963	537,945	94.43%	481,348	97.39%	26,615	5.53%
01022500 - PROCUREMENT OFFICE	25,289	236,160	243,330	97.05%	205,658	92.61%	30,502	14.83%
0102 - FISCAL SERVICES DEPT. Total	**$211,040**	**$1,812,417**	**$1,924,806**	**94.16%**	**$1,713,636**	**98.74%**	**$98,781**	**5.76%**
0103 - NEIGHBORHOOD & PLANNING DEPT.								
01036100 - BUILDING INSPECTION	$74,773	$615,367	$641,013	96.00%	$514,290	102.06%	$101,077	19.65%
01036401 - PLANNING SERVICES	22,420	184,144	214,455	85.87%	165,350	92.17%	18,795	11.37%
01036500 - NEIGHBORHOOD SERVICES	39,547	465,444	525,029	88.65%	521,481	94.04%	(56,036)	-10.75%
01036580 - CDBG PROGRAM-NEIGHBORHOOD	8,766	84,658	84,388	100.32%	56,703	73.71%	27,955	49.30%
0103 - NEIGHBORHOOD & PLANNING DEPT. Total	**$145,506**	**$1,349,614**	**$1,464,885**	**92.13%**	**$1,257,823**	**95.67%**	**$91,791**	**7.30%**
0104 - PARK AND RECREATION DEPT.								
01044000 - PARK & REC ADMINISTRATION	$29,367	$291,233	$290,023	100.42%	$275,428	101.54%	$15,805	5.74%
01044100 - REC PROGRAM ADMIN	56,676	434,433	450,212	96.50%	426,332	94.61%	8,101	1.90%
01044200 - SPECIAL EVENTS ADMIN	11,356	338,131	331,833	101.90%	341,818	110.97%	(3,688)	-1.08%
01044300 - ATHLETIC PROGRAMMING	58,208	510,342	453,123	112.63%	502,330	119.76%	8,012	1.60%
01044500 - HORTICULTURE	18,269	195,548	193,996	100.80%	137,987	75.93%	57,561	41.71%
01044600 - PARK GROUNDS MAINTENANCE	230,154	1,734,287	1,744,209	99.43%	1,288,482	90.03%	445,805	34.60%
01044900 - SENIOR CENTER	24,013	265,738	276,425	96.13%	231,320	101.05%	34,417	14.88%
0104 - PARK AND RECREATION DEPT. Total	**$428,043**	**$3,769,712**	**$3,739,820**	**100.80%**	**$3,203,698**	**97.34%**	**$566,013**	**17.67%**

001 - GENERAL FUND
AS OF SEPTEMBER 30, 2024 - PRELIMINARY AND UNAUDITED

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED EXPENSES	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
0105 - POLICE SERVICES DEPT.								
01055000 - POLICE ADMINISTRATION	$324,390	$2,606,268	$2,599,300	100.27%	$2,260,820	99.86%	$345,448	15.28%
01055100 - PATROL	576,800	5,774,954	5,693,004	101.44%	5,117,954	99.89%	657,001	12.84%
01055200 - CRIMINAL INVESTIGATION	217,081	1,536,815	1,556,073	98.76%	1,531,185	97.21%	5,630	0.37%
01055300 - ANIMAL CONTROL	43,862	521,471	575,285	90.65%	545,674	101.20%	(24,204)	-4.44%
01055400 - SCHOOL GUARDS	13,730	101,660	100,620	101.03%	104,655	118.61%	(2,995)	-2.86%
01055500 - CRIME PREVENTION	24,724	170,902	168,083	101.68%	157,485	101.82%	13,417	8.52%
01055600 - SWAT ORG	47,079	138,154	146,049	94.59%	93,972	90.15%	44,182	47.02%
01055700 - RECORDS	37,788	372,390	378,642	98.35%	362,426	101.65%	9,963	2.75%
01055900 - POLICE SPECIAL SERVICES	45,286	371,996	411,983	90.29%	450,918	100.65%	(78,921)	-17.50%
0105 - POLICE SERVICES DEPT. Total	**$1,330,741**	**$11,594,610**	**$11,629,039**	**99.70%**	**$10,625,089**	**99.73%**	**$969,521**	**9.12%**
0106 - PUBLIC WORKS DEPT.								
01066000 - PUBLIC WORKS ENGINEERING/ADMIN	$60,424	$464,572	$581,263	79.92%	$475,469	83.28%	$10,897	-2.29%
01066200 - STREET MAINTENANCE	608,445	2,174,650	2,886,237	75.35%	1,910,562	54.79%	264,088	13.82%
01066300 - TRAFFIC OPERATIONS	239,763	1,133,252	1,110,552	102.04%	1,179,793	110.12%	(46,541)	-3.94%
01066700 - EQUIPMENT SERVICES	150,269	1,546,178	1,840,941	83.99%	1,394,398	103.32%	151,780	10.88%
01066800 - BUILDING MAINTENANCE	112,313	1,123,905	1,047,330	107.31%	856,987	95.02%	266,918	31.15%
0106 - PUBLIC WORKS DEPT. Total	**$1,171,215**	**$6,442,557**	**$7,466,322**	**86.29%**	**$5,817,210**	**78.81%**	**$625,347**	**10.75%**
0107 - FIRE SERVICES DEPT.								
01077000 - FIRE ADMINISTRATION	$84,544	$650,639	$685,422	94.93%	$646,196	90.30%	$4,443	0.69%
01077100 - FIRE PREVENTION	37,483	378,032	355,291	106.40%	312,256	102.22%	65,775	21.06%
01077200 - FIRE SUPPRESSION	534,195	5,769,034	5,188,258	111.19%	5,042,217	110.29%	726,817	14.41%
01077300 - ADVANCED LIFE SUPPORT	208,034	1,801,290	1,796,383	100.27%	1,689,819	93.84%	111,472	6.60%
01077500 - EMERGENCY MANAGEMENT ADMIN	19,103	181,374	197,229	91.96%	134,003	96.15%	47,372	35.35%
0107 - FIRE SERVICES DEPT. Total	**$883,358**	**$8,780,370**	**$8,222,583**	**106.78%**	**$7,824,491**	**103.87%**	**$955,879**	**12.22%**
0108 - NON-DEPARTMENTAL								
01088000 - GENERAL NON DEPARTMENTAL	$276,283	$1,391,363	$1,588,783	87.57%	$1,466,574	83.05%	$75,211	-5.13%
0108 - NON-DEPARTMENTAL Total	**$276,283**	**$1,391,363**	**$1,588,783**	**87.57%**	**$1,466,574**	**83.05%**	**$75,211**	**-5.13%**
0109 - USE OF FUND BALANCE								
01099000 - USE OF FUND BALANCE	$9,818	$9,818	$100,731	9.75%	$0	0.00%	9,818	0.00%
0109 - USE OF FUND BALANCE Total	**$9,818**	**$9,818**	**$100,731**	**9.75%**	**$0**	**0.00%**	**$9,818**	**0.00%**
Grand Total	**$4,929,006**	**$39,695,999**	**$41,266,738**	**96.19%**	**$36,403,318**	**95.39%**	**3,292,681**	**9.05%**

002 - WATER/SEWER UTILITY FUND
AS OF SEPTEMBER 30, 2024 - PRELIMINARY AND UNAUDITED

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
53 - FINES & FEES	$7,280	$4,000	182.00%	$4,270	106.74%	$3,010	70.50%
54 - INTERGOV REVENUES	(0)	600	0.00%	0	0.00%	0	0.00%
55 - INTEREST	425,515	17,100	2488.39%	268,328	1569.17%	157,187	58.58%
57 - CHARGES FOR SERVICES	18,738,003	21,061,642	88.97%	19,521,973	102.03%	(783,970)	-4.02%
59 - OTHER SOURCES	885,108	880,277	100.55%	173,992	245.83%	711,116	408.71%
Revenue Total	**$20,055,906**	**$21,963,619**	**91.31%**	**$19,968,563**	**103.87%**	**$87,343**	**0.44%**
Expense							
60 - SALARY AND BENEFITS	$2,166,626	$2,326,735	93.12%	$2,027,664	94.96%	$138,962	6.85%
72 - SUPPLIES & MATERIALS	331,822	603,528	54.98%	426,193	65.16%	(94,371)	-22.14%
73 - CONTRACT & PROF SVCS	10,727,048	10,788,222	99.43%	9,890,983	98.60%	836,064	8.45%
74 - MAINT & REPAIR SVCS	273,879	396,900	69.00%	280,784	84.17%	(6,904)	-2.46%
75 - UTILITIES	164,439	124,220	132.38%	78,032	63.64%	86,407	110.73%
76 - CAPITAL OUTLAY	0	0	0.00%	65,587	691.12%	(65,587)	-100.00%
77 - DEBT SERVICES	0	0	0.00%	96,047	0.00%	(96,047)	-100.00%
78 - TRANSFER TO FUNDS	8,422,998	8,422,998	100.00%	8,999,474	100.01%	(576,476)	-6.41%
79 - OTHER FINANCING USES	8,761	14,450	60.63%	11,325	49.35%	(2,564)	-22.64%
Expense Total	**$22,095,573**	**$22,677,053**	**97.44%**	**$21,876,089**	**98.06%**	**$219,484**	**1.00%**
Net Income (Loss)	**($2,039,667)**	**($713,434)**		**($1,907,526)**			

	ACTUAL	FY 24 REVISED
BEGINNING FUND BALANCE	**$ 12,036,352**	**$ 12,036,352**
UNAUDITED ENDING FUND BALANCE	**$ 9,996,685**	**$ 11,322,917**

FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	49.9%
# of Days Coverage	182
Reserve Minimum $$ (90 Days)	$ 5,591,602
Reserve Maximum $$ (150 Days)	$ 9,319,337
Excess over Maximum $$	**$ 2,003,581**

UTILITY CIP FUNDS
AS OF SEPTEMBER 30, 2024 - PRELIMINARY AND UNAUDITED

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
017 - UTILITY CAPITAL PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$5,000,000	$5,149,340	97.10%	$4,955,538	96.22%	$44,463	0.90%
Expense	$3,785,306	$7,817,577	48.42%	$794,842	11.32%	$2,990,464	376.23%
Net Income (Loss)	**$1,214,694**	**$2,668,237**		**$4,160,696**			
BEGINNING FUND BALANCE	**$ 2,690,359**						
UNAUDITED ENDING FUND BALANCE	**$ 3,905,053**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
018 - UTILITY METER REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$500,000	$500,000	100.00%	$1,000,000	100.00%	($500,000)	-50.00%
Expense	$0	$0	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$500,000**	**$500,000**		**$1,000,000**			
BEGINNING FUND BALANCE	**$ 1,000,000**						
ENDING FUND BALANCE	**$ 1,500,000**						

010 - HOTEL TAX FUND
AS OF SEPTEMBER 30, 2024 - PRELIMINARY AND UNAUDITED

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
51 - SALES & OTHER TAXES	$1,215,731	$893,000	136.14%	$1,188,075	133.34%	$27,655	2.33%
55 - INTEREST	0	500	0.00%	0	0.00%	0	0.00%
Revenue Total	**$1,215,731**	**$893,500**	**136.06%**	**$1,188,075**	**133.27%**	**$27,655**	**-2.33%**
Expense							
60 - SALARY AND BENEFITS	$80,610	$93,654	86.07%	$64,278	76.44%	16,332	25.41%
72 - SUPPLIES & MATERIALS	0	5,150	0.00%	909	15.00%	(909)	-100.00%
73 - CONTRACT & PROF SVCS	628,740	1,033,764	60.82%	387,575	55.14%	241,165	62.22%
78 - TRANSFER TO FUNDS	35,616	35,616	100.00%	31,268	100.00%	4,348	13.91%
79 - OTHER FINANCING USES	0	3,795	0.00%	0	0.00%	0	0.00%
Expense Total	**$744,966**	**$1,171,979**	**63.56%**	**$484,030**	**58.45%**	**$260,936**	**53.91%**
Net Income (Loss)	**$470,765**	**($278,479)**		**$704,045**			

BEGINNING FUND BALANCE	**$ 4,139,061**
UNAUDITED ENDING FUND BALANCE	**$ 4,609,826**

012 - ECONOMIC DEVELOPMENT
AS OF SEPTEMBER 30, 2024 - PRELIMINARY AND UNAUDITED

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
51 - SALES & OTHER TAXES	$3,330,291	$3,384,216	98.41%	$3,280,407	104.10%	49,884	1.52%
55 - INTEREST	80,780	60,386	133.77%	59,572	0.00%	21,207	35.60%
59 - OTHER SOURCES	9,702	0	0.00%		0.00%	9,702	0.00%
Revenue Total	**$3,420,773**	**$3,444,602**	**99.31%**	**$3,339,979**	**105.99%**	**$80,794**	**2.42%**
Expense							
60 - SALARY AND BENEFITS	$499,813	$562,735	88.82%	$454,070	99.89%	45,743	10.07%
72 - SUPPLIES & MATERIALS	69,267	87,406	79.25%	66,053	89.59%	3,214	4.87%
73 - CONTRACT & PROF SVCS	331,735	569,404	58.26%	123,904	41.48%	207,831	167.74%
74 - MAINT & REPAIR SVCS	84,935	85,600	99.22%	35,067	51.87%	49,867	142.21%
75 - UTILITIES	20,035	23,200	86.36%	16,318	77.34%	3,717	22.78%
76 - CAPITAL OUTLAY	10	75,000	0.01%	0	0.00%	10	0.00%
78 - TRANSFER TO FUNDS	694,283	694,283	100.00%	612,793	100.00%	81,490	13.30%
79 - OTHER FINANCING USES	1,414,659	2,727,770	51.86%	450,959	19.98%	963,701	213.70%
Expense Total	**$3,114,738**	**$4,825,398**	**64.55%**	**$1,759,164**	**46.47%**	**$1,355,574**	**77.06%**
Net Income (Loss)	**$306,035**	**($1,380,796)**		**$1,580,815**			

BEGINNING FUND BALANCE	$	**6,962,857**
UNAUDITED ENDING FUND BALANCE	$	**7,268,892**

015 - DRAINAGE FUND
AS OF SEPTEMBER 30, 2024 - PRELIMINARY AND UNAUDITED

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	**YTD Actual**	**Revised Budget**	**% of Revised Budget**	**PY-YTD Actual**	**% of Revised Budget**	**Variance PY-YTD $$**	**YTD Variance %**
Revenue							
55 - INTEREST	$0	$200	0.00%	$0	0.00%	0	0.00%
57 - CHARGES FOR SERVICES	424,717	780,000	54.45%	741,746	95.10%	(317,030)	-42.74%
Revenue Total	**$424,717**	**$780,200**	**54.44%**	**$741,746**	**95.07%**	**($317,030)**	**-42.74%**
Expense							
60 - SALARY AND BENEFITS	$1,726	$116,942	1.48%	$3,174	2.37%	(1,448)	45.62%
72 - SUPPLIES & MATERIALS	9,690	20,415	47.47%	8,051	41.27%	1,639	-20.36%
73 - CONTRACT & PROF SVCS	93,210	418,653	22.26%	62,607	45.15%	30,603	-48.88%
74 - MAINT & REPAIR SVCS	0	8,000	0.00%	3,528	44.10%	(3,528)	100.00%
75 - UTILITIES	213	168	126.49%	109	64.83%	104	-95.10%
76 - CAPITAL OUTLAY	1,553,063	1,918,985	80.93%	249,157	15.96%	1,303,905	-523.33%
79 - OTHER FINANCING USES	624	6,760	9.23%	0	0.00%	624	0.00%
Expense Total	**$1,658,525**	**$2,489,923**	**66.61%**	**$326,626**	**17.50%**	**$1,331,899**	**-407.77%**
Net Income (Loss)	**($1,233,808)**	**($1,709,723)**		**$415,120**			

BEGINNING FUND BALANCE	**$ 2,027,491**
ENDING FUND BALANCE	**$ 793,683**

019 - SANITATION FUND
AS OF SEPTEMBER 30, 2024 - PRELIMINARY AND UNAUDITED

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
55 - INTEREST	$0	$500	0.00%	$0	0.00%	0	0.00%
56 - FRANCHISE FEE REV	354,606	230,000	154.18%	280,860	127.66%	73,746	26.26%
57 - CHARGES FOR SERVICES	3,898,690	4,456,118	87.49%	4,343,591	96.39%	(444,901)	-10.24%
Revenue Total	**$4,253,296**	**$4,686,618**	**90.75%**	**$4,624,451**	**97.84%**	**($371,155)**	**-8.03%**
Expense							
60 - SALARY AND BENEFITS	$309,209	$312,081	99.08%	$298,525	105.15%	10,684	3.58%
72 - SUPPLIES & MATERIALS	11,286	17,573	64.22%	17,671	110.15%	(6,386)	-36.14%
73 - CONTRACT & PROF SVCS	4,033,065	4,091,957	98.56%	3,776,990	89.27%	256,075	6.78%
74 - MAINT & REPAIR SVCS	0	10,000	0.00%	4,959	82.65%	(4,959)	-100.00%
75 - UTILITIES	356	356	100.00%	235	65.97%	121	51.57%
78 - TRANSFER TO FUNDS	217,705	217,705	100.00%	160,623	100.00%	57,082	35.54%
79 - OTHER FINANCING USES	1,088	1,200	90.69%	1,182	81.49%	(93)	-7.90%
Expense Total	**$4,572,709**	**$4,650,872**	**98.32%**	**$4,260,184**	**90.66%**	**$312,524**	**7.34%**
Net Income (Loss)	**($319,412)**	**$35,746**		**$364,267**			

	ACTUAL	FY 24 REVISED
BEGINNING FUND BALANCE	**$ 1,057,620**	**$ 1,057,620**
UNAUDITED ENDING FUND BALANCE	**$ 738,208**	**$ 1,093,365**
FUND BALANCE RESERVE REQUIREMENT		
% of Fund Balance to Expense Ratio		23.5%
# of Days Coverage		86
Reserve Minimum $$ (90 Days)		$ 1,146,790
Reserve Maximum $$ (150 Days)		$ 1,911,317
Amount needed to reach minimum		**$ 53,425**

456 - FIELDHOUSE
AS OF SEPTEMBER 30, 2024 - PRELIMINARY AND UNAUDITED

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
53 - FINES & FEES	$0	$0	0.00%	$600	0.00%	(600)	-100.00%
57 - CHARGES FOR SERVICES	1,140,513	1,387,500	82.20%	1,272,001	93.16%	(131,489)	-10.34%
58 - TRANSFER FROM FUNDS	538,625	538,625	100.00%	533,775	100.00%	4,850	0.91%
59 - OTHER SOURCES	215,802	170,500	126.57%	196,816	148.26%	18,986	9.65%
Revenue Total	**$1,894,940**	**$2,096,625**	**90.38%**	**$2,003,192**	**98.58%**	**($108,253)**	**-5.40%**
Expense							
60 - SALARY AND BENEFITS	$641,523	$573,012	111.96%	$569,157	101.31%	72,366	12.71%
72 - SUPPLIES & MATERIALS	239,892	285,354	84.07%	236,098	87.56%	3,793	1.61%
73 - CONTRACT & PROF SVCS	427,124	452,774	94.33%	389,940	94.30%	37,184	9.54%
74 - MAINT & REPAIR SVCS	39,592	44,754	88.47%	44,223	85.21%	(4,631)	-10.47%
75 - UTILITIES	139,737	118,564	117.86%	110,996	94.57%	28,741	25.89%
77 - DEBT SERVICES	545,400	539,125	101.16%	534,275	99.13%	11,125	2.08%
78 - TRANSFER TO FUNDS	3,900	3,900	100.00%	3,900	100.00%	0	0.00%
79 - OTHER FINANCING USES	2,241	2,450	91.47%	621	24.83%	1,621	261.11%
Expense Total	**$2,039,409**	**$2,019,933**	**100.96%**	**$1,889,211**	**96.41%**	**$150,198**	**7.95%**
Net Income (Loss)	**($144,469)**	**$76,692**		**$113,982**			

BEGINNING FUND BALANCE	$	**(1,831,554)**
UNAUDITED ENDING FUND BALANCE	$	**(1,976,023)**

SPECIAL REVENUE FUNDS
AS OF SEPTEMBER 30, 2024 - PRELIMINARY AND UNAUDITED

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
008 - COMPREHENSIVE SELF INSURANCE	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$559,539	$560,525	99.82%	$468,049	99.98%	$91,490	19.55%
Expense	$559,854	$585,000	95.70%	$561,417	78.94%	($1,564)	-0.28%
Net Income (Loss)	**($315)**	**($24,475)**		**($93,368)**			
BEGINNING FUND BALANCE	$ **584,909**						
UNAUDITED ENDING FUND BALANCE	$ **584,594**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
013 - GRANTS AND DONATIONS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$407,944	$431,650	94.51%	$222,659	111.33%	$185,285	83.21%
Expense	$317,908	$511,079	62.20%	$92,486	41.99%	$225,422	243.74%
Net Income (Loss)	**$90,036**	**($79,429)**		**$130,173**			
BEGINNING FUND BALANCE	$ **293,970**						
UNAUDITED ENDING FUND BALANCE	$ **384,006**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
033 - TAX INCREMENT FINANCING FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$139,137	$96,958	143.50%	$97,937	101.01%	$41,200	42.07%
Expense	$0	$82,250	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$139,137**	**$14,708**		**$97,937**			
BEGINNING FUND BALANCE	$ **509,934**						
UNAUDITED ENDING FUND BALANCE	$ **649,071**						

SPECIAL REVENUE FUNDS
AS OF SEPTEMBER 30, 2024 - PRELIMINARY AND UNAUDITED

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
041 - ONE TIME PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$0	0.00%	$0	0.00%	$0	0.00%
Expense	$613,034	$1,001,826	61.19%	$1,534,872	51.92%	($921,837)	-60.06%
Net Income (Loss)	**$613,034**	**$1,001,826**		**$1,534,872**			
BEGINNING FUND BALANCE	$ **1,505,357**						
UNAUDITED ENDING FUND BALANCE	$ **892,323**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
050 - ASSET FORFEITURE	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$3,424,462	$3,365,536	101.75%	$786,127	2136.22%	$2,638,334	335.61%
Expense	$685,459	$1,195,036	57.36%	$324,954	213.41%	$360,505	110.94%
Net Income (Loss)	**$2,739,003**	**$2,170,500**		**$461,173**			
BEGINNING FUND BALANCE	$ **859,993**						
UNAUDITED ENDING FUND BALANCE	$ **3,598,996**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
215 - PEG FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$30,904	$95,000	32.53%	$15,385	16.18%	$15,520	100.88%
Expense	$0	$20,000	0.00%	$142,247	177.81%	($142,247)	-100.00%
Net Income (Loss)	**$30,904**	**$75,000**		**($126,863)**			
BEGINNING FUND BALANCE	$ **14,147**						
UNAUDITED ENDING FUND BALANCE	$ **45,051**						

SPECIAL REVENUE FUNDS
AS OF SEPTEMBER 30, 2024 - PRELIMINARY AND UNAUDITED

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
225 - COURT SECURITY FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$7,288	$8,000	91.10%	$8,420	84.20%	($1,132)	-13.44%
Expense	$4,168	$1,196	348.58%	$220	0.00%	$3,948	1796.22%
Net Income (Loss)	**$3,120**	**$6,804**		**$8,200**			
BEGINNING FUND BALANCE	$ **63,775**						
UNAUDITED ENDING FUND BALANCE	$ **66,895**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
230 - JUVENILE CASE MGR	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$7,937	$8,000	99.22%	$9,296	76.20%	($1,359)	-14.62%
Expense	$407	$8,000	5.09%	$9,942	89.77%	($9,535)	-95.91%
Net Income (Loss)	**$7,530**	**($0)**		**($646)**			
BEGINNING FUND BALANCE	$ **(278)**						
UNAUDITED ENDING FUND BALANCE	$ **7,252**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
235 - COURT TECHNOLOGY	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$6,204	$7,500	82.71%	$7,072	56.58%	($869)	-12.28%
Expense	$0	$250	0.00%		0.00%	$0	0.00%
Net Income (Loss)	**$6,204**	**$7,250**		**$5,911**			
BEGINNING FUND BALANCE	$ **49,180**						
UNAUDITED ENDING FUND BALANCE	$ **55,384**						

SPECIAL REVENUE FUNDS
AS OF SEPTEMBER 30, 2024 - PRELIMINARY AND UNAUDITED

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
758 - AMERICAN RESCUE PLAN	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$198,342	$0	0.00%	$4,612,607	91.23%	($4,414,265)	-95.70%
Expense	$2,163,936	$2,837,758	76.26%	$4,885,345	74.41%	($2,721,409)	-55.71%
Net Income (Loss)	**($1,965,593)**	**($2,837,758)**		**($272,738)**			
BEGINNING FUND BALANCE	**$ 3,217,126**						
UNAUDITED ENDING FUND BALANCE	**$ 1,251,533**						

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF SEPTEMBER 30, 2024 - PRELIMINARY AND UNAUDITED

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
005 - DEBT SERVICE FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$1,544,101	$1,484,215	104.03%	$928,698	108.32%	$615,402	66.27%
Expense	$1,480,756	$1,481,356	99.96%	$1,483,506	99.93%	($2,750)	0.19%
Net Income (Loss)	**$63,344**	**$2,858**		**($554,808)**			

BEGINNING FUND BALANCE	**$ 630,367**
UNAUDITED ENDING FUND BALANCE	**$ 693,711**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
020 - STREET CIP	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$185,994	$190,000	97.89%	$585,000	86.54%	($399,006)	-68.21%
Expense	$1,091,135	$1,194,773	91.33%	$497,408	44.13%	$593,726	119.36%
Net Income (Loss)	**$905,141**	**($1,004,773)**		**$87,592**			

BEGINNING FUND BALANCE	**$ 988,492**
UNAUDITED ENDING FUND BALANCE	**$ 83,351**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
024 - PARK CAPITAL IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$749,805	$750,000	99.97%	$494,415	100.00%	($399,006)	-80.70%
Expense	$1,791,119	$2,600,000	56.29%	$1,138,029	21.89%	$653,090	57.39%
Net Income (Loss)	**$1,041,314**	**($1,850,000)**		**$643,614**			

BEGINNING FUND BALANCE	**$ 4,597,429**
UNAUDITED ENDING FUND BALANCE	**$ 3,556,115**

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF SEPTEMBER 30, 2024 - PRELIMINARY AND UNAUDITED

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
025 - ALLEY IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$200,000	$200,000	100.00%	$150,000	100.00%	($399,006)	-266.00%
Expense	$333,079	$405,294	82.18%	$64,216	22.94%	$268,863	418.69%
Net Income (Loss)	**$133,079**	**($205,294)**		**$85,784**			

BEGINNING FUND BALANCE	**$ 432,630**
UNAUDITED ENDING FUND BALANCE	**$ 299,551**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
026 - CAPITAL IMPROVEMENT PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$759,412	$0	0.00%	$587,700	52.32%	($399,006)	-67.89%
Expense	$107,647	$715,069	15.05%	$6,397,448	63.22%	($6,289,801)	-98.32%
Net Income (Loss)	**$651,764**	**($715,069)**		**$5,809,749**			

BEGINNING FUND BALANCE	**$ 7,154,500**
UNAUDITED ENDING FUND BALANCE	**$ 7,806,264**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
401 - FURNITURE REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$20,000	$40,000	50.00%	$60,000	100.00%	($399,006)	-665.01%
Expense	$0	$69,000	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$20,000**	**($29,000)**		**$60,000**			

BEGINNING FUND BALANCE	**$ 60,000**
UNAUDITED ENDING FUND BALANCE	**$ 80,000**

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF SEPTEMBER 30, 2024 - PRELIMINARY AND UNAUDITED

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
410 - IT REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$155,177	$154,929	100.16%	$152,493	100.00%	($399,006)	-261.66%
Expense	$52,045	$202,700	25.68%	$185,207	129.33%	($133,162)	-71.90%
Net Income (Loss)	**$103,133**	**($47,771)**		**$32,714**			

BEGINNING FUND BALANCE	**$ 209,198**
UNAUDITED ENDING FUND BALANCE	**$ 312,331**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
415 - FLEET REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$1,091,021	$1,022,480	106.70%	$1,079,818	107.45%	($399,006)	-36.95%
Expense	$1,760,123	$3,273,884	53.76%	$601,021	65.76%	$1,159,102	100.00%
Net Income (Loss)	**($669,102)**	**($2,251,404)**		**$478,797**			

BEGINNING FUND BALANCE	**$ 2,928,547**
UNAUDITED ENDING FUND BALANCE	**$ 2,259,445**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
420 - SWAT REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$75,000	$75,000	100.00%	0	0.00%	($399,006)	0.00%
Expense	$63,097	$75,322	83.77%	0	0.00%	$63,097	0.00%
Net Income (Loss)	**$11,903**	**($322)**					

BEGINNING FUND BALANCE	**$ -**
UNAUDITED ENDING FUND BALANCE	**$ 11,903**

CAPITAL BOND PROJECTS - CONSOLIDATED AS OF SEPTEMBER 30, 2024

	Project Information	Revenue Sources		Project Budget				Actuals				
	DESCRIPTION	Bond Allocation	Total Revenue Sources	Design	Construction	Other Amounts	Total Project Budget	PYs Actual	FY2024 YTD	Project to Date Actuals	Total Remaining Balance	Status
1	Fire Station 1	$6,000,000	$10,964,874	$722,630	$7,857,835	$2,397,534	$10,977,999	$9,056,553	$858,559	$9,915,112	$1,049,762	COMPLETE
2	Service Center Renovation	$2,400,000	$2,400,000	$208,000		$9,200	$217,200	$202,800		$202,800	$2,197,200	Design Complete. Project on hold. Revisit after Facility Assessment.
3	Danieldale Road Reconstruction	$3,100,000	$7,947,307	$493,460	$7,154,319	$66,000	$7,713,779	$7,672,557		$7,672,557	$274,750	Substantially complete - landscaping remaining
4	Cedar Ridge Road Reconstruction	$2,000,000	$5,300,000	$458,050	$4,771,000	$43,000	$5,272,050	$184,617	$170,615	$355,232	$4,944,768	In Design
5	Main Street - $1,500,000 allocated	$1,500,000	$1,500,000				$0			$0		On hold. Awaiting project designation.
6	Rotary Park Parking Lot (COMPLETE)	$50,000	$50,000		$17,405		$17,405	$17,405		$17,405	$0	COMPLETE
7	Lakeside Park Pavillion (COMPLETE)	$400,000	$400,000		$392,931		$392,931	$392,931		$392,931	$0	COMPLETE
8	Armstrong Park/Splashpad	$2,250,000	$3,000,000	$236,800	$2,810,713	$8,400	$3,055,913	$615,917	$2,525,086	$3,141,003	-$141,003	COMPLETE
9	Harrington Park - including Pavilion and Waterview bridge (Trails)	$2,900,000	$2,900,000	$317,560	$6,220,000		$6,537,560	$194,948		$194,948	$6,342,612	Design Complete. Awaiting direction on funds. Can be broken into 3 phases. There are enough funds for Phase 1 (Concessions and Restrooms); Phase 2 is parking lot/pavillion; Phase 3 is bridge connecting Waterview Park and Harrington
10	City-wide Trails	$1,000,000	$1,000,000		$1,000,000		$1,000,000	$67,278		$67,278	$932,723	Project options given. Awaiting Council/Community direction.
	TOTAL PROJECTS BUDGET	**$21,600,000**	**$35,462,181**	**$2,436,500**	**$30,224,202**	**$2,524,134**	**$35,184,836**	**$18,405,006**	**$3,554,260**	**$21,959,266**	**$15,600,812**	

UTILITY CIP PROJECTS (FUND 017) AT SEPTEMBER 30, 2024

	Project and Vendor Information	Project Budget				Actuals				
	DESCRIPTION	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	Swan Ridge (W/ Drainage + Streets)	55,485	1,540,773	47,139	$1,643,397	950,570	705,217	$ 1,655,787		Complete
2	Wren and Oriole Avenue Aerial	70,035	1,225,169	16,065	$1,311,269	58,518	1,185,027	$ 1,243,545	$ 67,724	In Construction
3	Danieldale Road Reconstruction (UT Portion)	297,564	4,245,132	137,195	$4,679,891	4,645,268	154,393	$ 4,799,661		COMPLETE
4	Cedar Ridge Road Reconstruction (UT Portion)	157,367	1,000,000		$1,157,367	87,707	60,092	$ 147,799	$ 1,009,568	In Design
5	Summit Pump House - Rehab - Generator	75,538	579,469		$655,007	68,138	5,224	$ 73,362	$ 581,645	Construction Awarded 10-17-23
6	FY 22 Pipebursting		999,996		$999,996	998,722	(49,936)	$ 948,786	$ 51,210	Ongoing
7	Danieldale Ground Storage	312,386	2,260,137		$2,572,523	2,473,284	34,759	$ 2,508,043		Complete
8	North Main Pump - Chlorine Injector/Mixer	48,624	208,116		$256,740	40,814		$ 40,814	$ 215,926	Construction - Deferrred to FY25
9	SCADA Replacement		480,000		$480,000	-	304,825	$ 304,825	$ 175,175	Awaiting ordered materials - Est completion 12/31/24
10	FY 23 Pipebursting		448,265		$448,265	457,246	(22,862)	$ 434,384	$ 13,881	Ongoing
11	Softwood Sewer Aerial	99,250	1,339,121	69,322	$1,507,693	67,520	583,481	$ 651,001	$ 856,692	In Construction
12	Harrington Aerial - Ten Mile Lane	68,800	748,079	18,540	$835,419		697,364	$ 697,364	$ 138,056	In construction
13	Lead Service Line Replacements Inventory			172,500	$172,500		123,222	$ 123,222	$ 49,278	In progress

UTILITY CIP PROJECTS (FUND 017) AT SEPTEMBER 30, 2024

	Project and Vendor Information	Project Budget				Actuals				
	DESCRIPTION	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
14	FY 2024 Pipebursting		498,895		$498,895			$ -	$ 498,895	In progress
15	Loopline @ Fire Station	50,000			$50,000	-		$ -	$ -	Moved to FY2025
16	Hill City - Steger	35,700			$35,700	27,800		$ 27,800	$7,900	Moved to FY2025
17	Pressue Plan Valves - Vault		120,000		$120,000	-		$ -	$ 120,000	Moved to FY2025
18	Cockrell Hill Rd.	128,468			$128,468	114,394		$ 114,394	$14,074	Moved to FY2025
19	Siphon @ Wheatland		250,000		$250,000	-		$ -	$ -	Moved to FY2025
	TOTALS	**1,399,217**	**15,943,152**	**460,761**	**$17,803,129**	**$9,989,980**	**$3,780,806**	**$13,770,786**	**$3,800,023**	

DRAINAGE PROJECTS (FUND 015) AT SEPTEMBER 30, 2024

	Project and Vendor Information	Project Budget				Actuals				
	DESCRIPTION	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	Ten Mile Creek - Erosion/Drainage	172,210	1,425,311	50,560	$1,648,081	106,044	1,333,808	1,439,852	208,229	Construction Phase
2	Cherry Street/Center Phase 1 - Reconstruction w/ Drainage	5,000	95,128		$100,128	2,340	108,137	110,477		COMPLETE
3	Swan Ridge - Birdwood		264,260		$264,260	195,682	54,318	250,000		COMPLETE
4	Lakeside Park - Culvert	45,190			$45,190	39,430	-	39,430	5,760	Design Complete - Construction estimated FY 2025
5	Drainage Improvements - Los Altos, Jellison, Roundtop	48,000		15,000	$63,000		30,000	30,000	33,000	Began in June 2024
6	Drainage Improvements - Bridges				$120,000				120,000	Not Started
7	Emergency Drainage 500 Blk Roundtop		23,871	1,145	$25,016		25,016	25,016		COMPLETE
	TOTALS	**270,400**	**1,784,699**	**65,560**	**$2,265,675**	**$343,496**	**$1,551,279**	**$1,894,775**	**$366,989**	

STREET AND SIDEWALK PROJECTS (FUND 020) AT SEPTEMBER 30, 2024

	Project and Vendor Information	Project Budget				Actuals				
	DESCRIPTION	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	US 67 - Landscape + Monument Signage	269,045	172,546	12,740	$454,331	441,459	-	441,459	$0	COMPLETE
2	Swan Ridge Reconstruction (w/Utilities)	46,685	842,847		$889,532	243,629	645,903	889,532	$0	COMPLETE
3	Sidewalks Oriole Blvd. - includes CDBG Grant	11,500	531,337	18,380	$561,217	11,500	445,231	456,731	$104,486	In Construction
4	BNSF Main/Davis Sidewalks	26,825	60,885		$87,710	87,710		87,710	($0)	COMPLETE
	TOTALS				**$1,992,790**	**$784,298**	**$1,091,135**	**$1,875,432**	**$104,486**	

ALLEY PROJECTS (FUND 025) AT SEPTEMBER 30, 2024

	Project and Vendor Information	Project Budget				Actuals				
	DESCRIPTION	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	Cherry Street/Center Phase 1 - Reconstruction w/ Drainage	64,817	339,369	16,000	$420,186	50,739	311,116	361,855		COMPLETE
2	Cherry Street/Center Phase 2 - Reconstruction w/ Drainage	94,582			$94,582	64,216	21,963	86,179	8,403	In Design
	TOTALS				**$514,768**	**$114,955**	**$333,079**	**$448,034**	**$8,403**	

ONE-TIME PROJECTS (FUND 041) AT SEPTEMBER 30, 2024

	DESCRIPTION	TOTAL PROJECT BUDGET	PY ACTUAL	FY 2024 YTD	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
1	PUBLIC SAFETY - P-25 COMPLIANT RADIOS	2,188,003	1,754,550	330,965	2,085,514		COMPLETE
2	FIRE STATION CONSTRUCTION - Funds from prev 1x project remaining balance	1,007,736	1,260	282,070	283,330		COMPLETE
	TOTAL ONE TIME PROJECT BUDGET	**$3,195,739**	**1,755,810**	**613,034**	**$2,085,514**	**$0**	

ARPA PROJECTS (FUND 758) AT SEPTEMBER 30, 2024

	NAME	PROJECT CATEGORY / FUNCTION	DESCRIPTION	REQUESTED OR UPDATED AMOUNT	PY ACTUAL	FY 2024	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
1	Employee Premium Pay	Employee Premium Pay	Provide premium pay for city employees worked during the pandemic		1,231,136		1,231,136		COMPLETE
2	New Ambulance	Revenue Loss - Public Safety	Ambulance due for replacement.		370,476		370,476		COMPLETE
3	Air Purification - Fire Apparatus	Revenue Loss - Public Safety	Install air purfication equipment in Fire response vehicles to assist in mitigating spread of Covid-19		20,690		20,690		COMPLETE
4	Adverse Weather Equipment	Revenue Loss - Public Safety	Equipment such as batteries, small generator, etc for backup option to generator in an event of adverse weather, power outages.		4,685		4,685		COMPLETE
5	ESRI License	Revenue Loss - Public Safety	Update licensing for Fire Dept. Allows department mapping of Covid-19 hot spots in order for responders to be aware and better prepared when responding.		2,500		2,500		COMPLETE
6	SCBA Face Cleaners	Revenue Loss - Public Safety	Provide a cleaning system at each station. Ensures effective cleaning to remove carcinogens, dirt, and other residue on the face masks.		11,380		11,380		COMPLETE
7	Bunker Gear	Revenue Loss - Public Safety	To provide each firefighter a second set of gear in accordinance with NFPA 1971. Providing a second set of gear allows a firefighter to change into a clean set after a fire while the initial set is being cleaned of carcinogens.		141,362		141,362		COMPLETE
9	SCBA Gear	Revenue Loss - Public Safety	New gear for responders.		276,022		276,022		COMPLETE
10	Library Carrals	Revenue Loss	Replace remaining Carrels. Library started replacing carrels with Cares Act funds in order to support distance learning for the community.		18,620		18,620		COMPLETE
11	Axon Body Worn Cameras/Vest	Revenue Loss - Public Safety	Provide body worn cameras/vest to neighborhood, health inspections, marshal, and fire marshal. These positions either did not have one or used extras PD might have had. This enables staff to have protection and record of interactions with the community.		70,869		70,869		COMPLETE
12	JAMAR Traffic Devices	Revenue Loss - Public Safety	Equipment to gather and analyze speeding and traffic data		8,808		8,808		COMPLETE
13	Lexipol Subscriptions	Revenue Loss - Public Safety	State and Federal mandates are consistantly being updated. This service will keep policies up to date and ability to track the changes. Police and Fire		57,129		57,129		COMPLETE
14	Radar Trailers	Revenue Loss - Public Safety	Speed trailer to prompt speeding drivers to slow down.		16,078		16,078		COMPLETE

ARPA PROJECTS (FUND 758) AT SEPTEMBER 30, 2024

	NAME	PROJECT CATEGORY / FUNCTION	DESCRIPTION	REQUESTED OR UPDATED AMOUNT	PY ACTUAL	FY 2024	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
15	Body Worn Cameras & System	Revenue Loss - Public Safety	Allows for a direct link to county DA to transfer evidence and case information electronically versus the burning DVDs and having to hand deliver to DA office. This will add great efficiency to the CID function as well as the Property and Evidence Tech time. The Michael Morton Act (MMA) of 2014 and now the Richard Miles Act forces the hand of police departments to quickly gather all sources of digital media and evidence in a case. What can be submited through this portal must be done. The current vendor Watchguard has not been able to get this done so again the CID function has had to burn all of their data to DVDs for storage and disclosure.		328,174		328,174		COMPLETE
16	Cellular Pump Stations	Water/Sewer Infrastructure	Replace 12 routers at pump stations for reliable communication back to SCADA system at Service Center		13,945		13,945		COMPLETE
17	AED Replacements	Revenue Loss - Public Safety	Replace AED (Automated External Defibrillator) units around city facilities.		26,620		26,620		COMPLETE
18	Fire Truck Blocking Apparatus	Revenue Loss - Public Safety	Duncanville share with Cedar Hill for blocking apparatus equipment. To be used for events and incidents requiring an apparatus to block traffic so other fire apparatuses can continued to be used.		-	88,651	88,651	-	COMPLETE
19	EDC - Business Grants	Economic Response	Grants for eligible Duncanville businesses for expenses incurred and revenue loss during the COVID-19 pandemic. Businesse must apply and maximum grant per applicant is $15,000.		421,287		421,287	-	COMPLETE
20	Emergency Generators/HVAC Replacements	Economic Response and Public Safety	Emergency Generator for Fire Station 271, HVAC and roof replacement at 103. E Wheatland Rd. building		125,907	259,686	385,593	-	COMPLETE
21	Outdoor Fitness Equipment	Revenue Loss	Outdoor fitness equipment at Armstrong Park and Quail Run		249,388	84,468	333,856		COMPLETE
22	Flock Cameras	Revenue Loss - Public Safety	Leveraging technology for Police staff. Helps police investigate crimes with capturing license plates and vehicle characteristics.		9,600	7,500	17,100		COMPLETE
23	City Hall Lobby - Customer Service area	Revenue Loss	Convert City Hall lobby to a Customer Service front desk. Includes displays, desk, IT infrastructure to operate computer at the desk, and sun blocking panels.		36,718	34,291	71,009		COMPLETE
24	IT equipment, cameras, network, backbone, VDI, Traffic Service Upgrades	Revenue Loss - Public Safety	Upgrade and relocate traffic operations servers to Service Center. Replace network fiber. Project cost to replace servers and network backbone, replace outdated network infrastructure, and virtual desktops started with Cares Act funds.		89,139	97,709	186,847		COMPLETE
25	Fire Station 1 - Construction and IT	Revenue Loss - Public Safety	Complete construction of new Fire Station, with timing of Covid-19, supply shortages, escalated cost of construction and materials, cost to complete nearly doubled.	4,000,000	3,036,662	1,097,143	4,133,805		COMPLETE

ARPA PROJECTS (FUND 758) AT SEPTEMBER 30, 2024

	NAME	PROJECT CATEGORY / FUNCTION	DESCRIPTION	REQUESTED OR UPDATED AMOUNT	PY ACTUAL	FY 2024	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
26	IT ERP Re-implementations/Upgrades	Revenue Loss	Projected cost to implement remaining MUNIS applications, Energov (Inspections & Code) and EAM (Asset Management) for inventory and asset management. Cost includes training with MUNIS staff. Additionally once implemented it will reduce general fund expenditures paying for two systems. Projected cost for upgrade and training for MUNIS Financials and Human Capital (Personnel) modules	259,717	-	151,283	151,283	108,434	Reimplementation of Energov and Purchase of Court System approved
27	Library Technology	Digital Literacy	Add computers and tablets available to patrons such as a computer dedicated to the visually impaired, Youth Services drawing tablets, STEM Based Tech, and for classes.	70,000	-		-	70,000	Fall of 2024
28	Dog Park	Revenue Loss	Install a dog park at Rotary Park. Also includes parking.	75,000	-	50,500	50,500	24,500	In Progress
29	IT Network Infrastructure Repairs/Replacement	Revenue Loss	Repair and resolve City network infrastructure issues. The City has experienced continued failure of the network in 2024. This project will ensure network is stable and functional for all stakeholders.	442,700		277,421	277,421	165,279	In Progress
	TOTAL			**$4,847,417**	**$6,567,194**	**$2,148,651**	**$8,715,845**	**$368,213**	
								9,084,058	**Balance + Actual to Date**

STAFF REPORT

MEETING: City Council - 19 Nov 2024

TITLE:
Receive the Fiscal Year 2023-2024 Fourth Quarter Investment Report as of September 30, 2024.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Richard Jackson, Fiscal Services Managing Director

BACKGROUND/HISTORY:
The investment balance on June 30, 2024, was $80,297,011 with an ending balance as of September 30, 2024, of $73,973,619. The portfolio decreased by $6,323,392.

The City's average rate of return decreased to 4.99% during this period. All CDs and Money Market investments are fully secured at a minimum of 100% of principle by pledged collateral. Letters of Credit held by the Federal Home Loan Bank and FDIC insurance are currently at $250,000 per institution. Overall, Duncanville's investment interest earnings totaled $1,051,213 for the fourth quarter and $4,205,114 Fiscal Year to date as of September 30, 2024. Strategies to diversify and ladder the portfolio continue to be utilized as interest rates are adjusted in the marketplace.

POLICY EXPLANATION:
PFIA (Public Funds Investment Act) recommends quarterly investment reports are provided to the governing body. This report will cover the Fiscal Year 2024's fourth quarter investment activity and interest earnings. The City of Duncanville Investment Report will cover beginning and ending investment balances and summarize investment activity from October 2023 through September 2024. All investments must comply with the PFIA requirements and guidelines.

FUNDING SOURCE:

ORG and Object Number

n/a

Available Budget	Purchase Amount	After Encumber
n/a	n/a	n/a

ACTION ALTERNATIVES:
There is no City Council action required.

ATTACHMENTS:
FY2024 Q4 Investment Report

Duncanville
City of Champions

City of Duncanville, Texas

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

September 30, 2024

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

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

Richard Jackson, Managing Director of Fiscal Services/CFO

Tia Pettis, Assistant Director of Fiscal Services

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

Annual Comparison

FYE Results by Investment Category:

	September 30, 2023			September 30, 2024		
Asset Type	**Ave. Yield**	**Book Value**	**Market Value**	**Ave. Yield**	**Book Value**	**Market Value**
DDA	0.00%	$ 32,831	$ 32,831	0.00%	$ 29,610	$ 29,610
MMA/MMF/LGIPs	5.11%	57,623,694	57,623,694	4.95%	54,281,214	54,281,214
CDs	5.43%	19,056,087	19,056,087	5.10%	19,662,796	19,662,796
Totals		**$ 76,712,612**	**$ 76,712,612**		**$ 73,973,619**	**$ 73,973,619**
Fourth Quarter-End Yield	**5.19%**			**4.99%**		

Fiscal Year Average Yield (1):

	2023 Fiscal Year	2024 Fiscal Year
Duncanville	4.56%	5.24%
Rolling Three Month Treasury	4.95%	5.42%
Rolling Six Month Treasury	4.77%	5.34%
TexPool	4.54%	5.32%
Fiscal YTD Interest Earnings	$ 3,338,019 Approximate	$ 4,205,114 Approximate

(1) **Fiscal Year Average Yield** - calculated using the City's annual interest income divided by average quarter end portfolio Book Value, and does not reflect a total return analysis or account for advisory fees. Benchmark average yields calculated using quarter end report yields.

Strategy Summary

Quarter End Results by Investment Category:

Asset Type	June 30, 2024 Book Value	June 30, 2024 Market Value	September 30, 2024 Book Value	September 30, 2024 Market Value	Ave. Yield
DDA	$ 103,384	$ 103,384	$ 29,610	$ 29,610	0.00%
MMA/MMF/LGIPs	60,718,266	60,718,266	54,281,214	54,281,214	4.95%
CDs	19,475,362	19,475,362	19,662,796	19,662,796	5.10%
Totals	**$ 80,297,011**	**$ 80,297,011**	**$ 73,973,619**	**$ 73,973,619**	4.99%

Current Quarter Weighted Average Yield (1)	
Total Portfolio	4.99%
Rolling Three Month Treasury	5.24%
Rolling Six Month Treasury	5.17%
TexPool	5.16%

Fiscal Year-to-Date Weighted Average Yield (2)	
Total Portfolio	5.24%
Rolling Three Month Treasury	5.42%
Rolling Six Month Treasury	5.34%
Average Monthly TexPool	5.32%

Interest Earnings (Approximate)	
Quarterly Interest Income	$ 1,051,213
Year-to-date Interest Income	$ 4,205,114

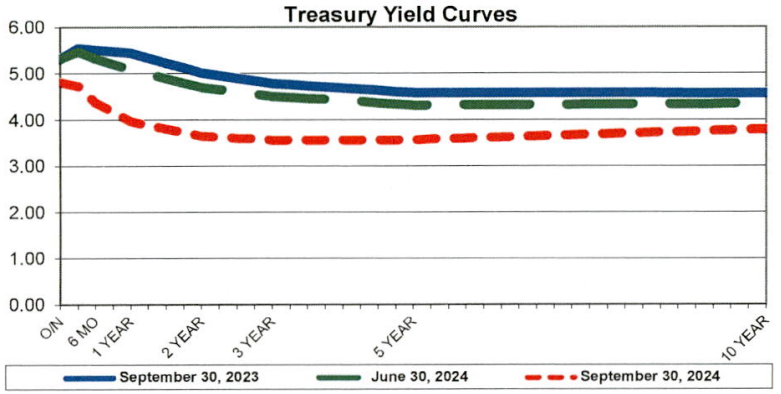
(1) **Current Quarter Weighted Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees. The yield for the reporting month is used for bank and money market balances.

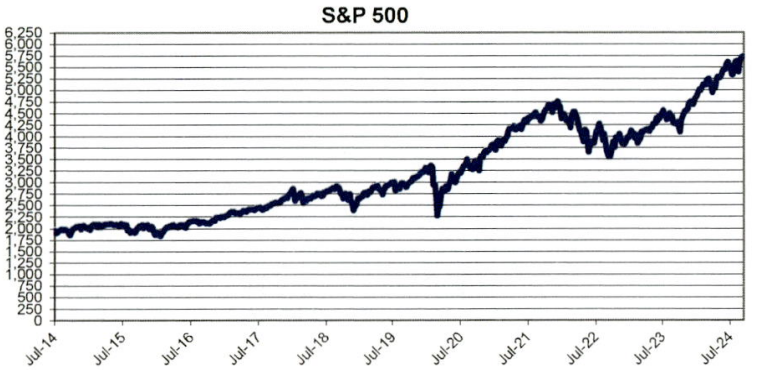
(2) **Fiscal Year-to-Date Weighted Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

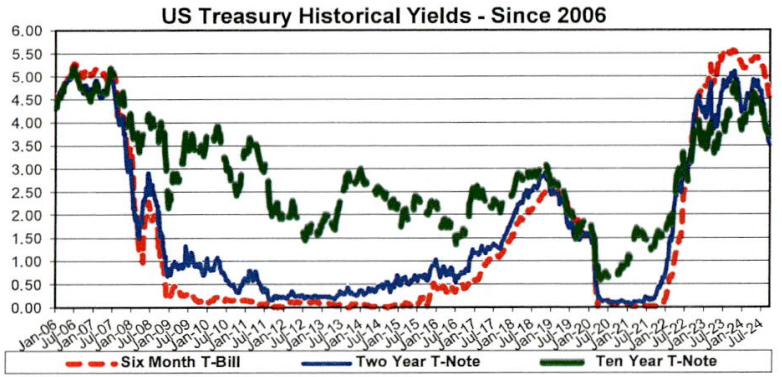
Economic Overview

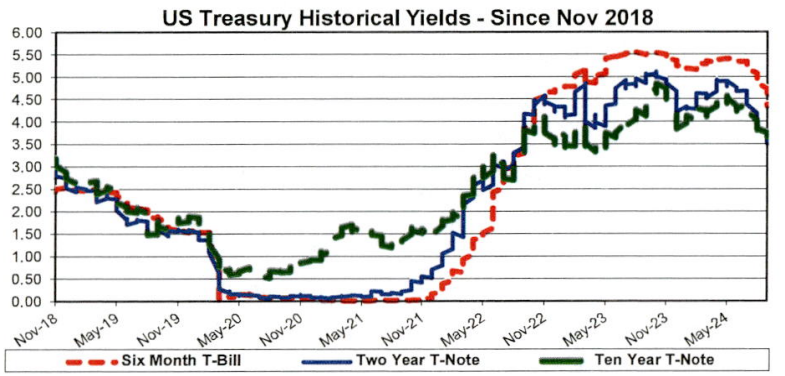
9/30/2024

The Federal Open Market Committee (FOMC) reduced the Fed Funds target range 0.50% to 4.75% - 5.00% (Effective Fed Funds trade +/-4.83%). Expectations are for two more 0.25% cuts by 12/31, although any actions will be meeting-by-meeting and "data-dependent." Sep Non-Farm Payroll surged 254k new jobs (above expectation), with the previous two months revised up boosting the Three Month Rolling Average 186k (from the previous 116k). Second Quarter 2024 GDP remained +3.0% due to increased consumer spending. The S&P 500 Stock Index exceeded 5,700 making new records. The yield curve dropped with the FOMC action and anticipated future actions. Crude Oil drifted slightly higher to +/- $74 per barrel. Inflation remains above the FOMC 2% target (Core PCE +/-2.7% and Core CPI +/-3.2%). Declining global economic outlook, ongoing/expanding military conflicts and the domestic elections increase uncertainty.









Investment Holdings
September 30, 2024

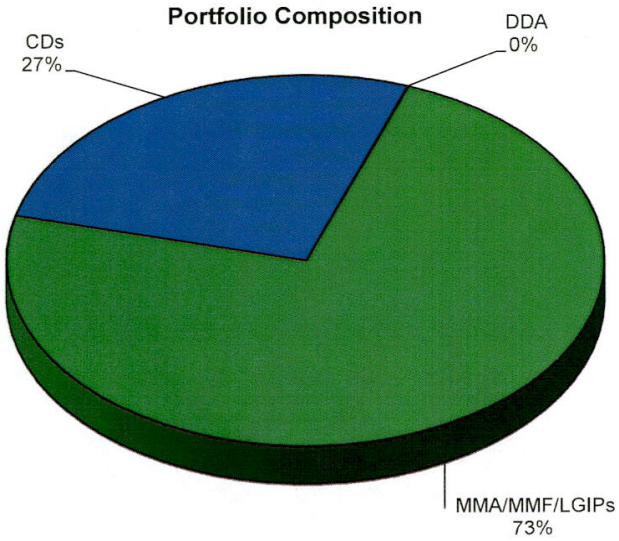
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Wells Fargo Bank DDA (3)		0.00%	10/01/24	09/30/24	$ 29,610	$ 29,610	1.00	$ 29,610	1	0.00%
Allspring Gov't MMF-WF Sweep Acc't (4)	AAA/Aaa-mf	4.79%	10/01/24	09/30/24	18,107,973	18,107,973	1.00	18,107,973	1	4.79%
Origin Bank MMA		4.31%	10/01/24	09/30/24	1,081,644	1,081,644	1.00	1,081,644	1	4.31%
NexBank IntraFi MMA		5.00%	10/01/24	09/30/24	26,221,395	26,221,395	1.00	26,221,395	1	5.00%
Prosperity Bank MMA		1.10%	10/01/24	09/30/24	10,338	10,338	1.00	10,338	1	1.10%
TexPool	AAAm	5.16%	10/01/24	09/30/24	5,607,566	5,607,566	1.00	5,607,566	1	5.16%
LOGIC LGIP	AAAm	5.23%	10/01/24	09/30/24	3,252,297	3,252,297	1.00	3,252,297	1	5.23%
East West Bank CD		5.12%	10/09/24	01/09/24	2,076,030	2,076,030	100.00	2,076,030	9	5.25%
East West Bank CD		5.46%	10/09/24	04/09/24	2,081,387	2,081,387	100.00	2,081,387	9	5.61%
East West Bank CD		5.46%	10/15/24	04/15/24	545,378	545,378	100.00	545,378	15	5.61%
East West Bank CD		4.93%	01/09/25	01/09/24	2,073,113	2,073,113	100.00	2,073,113	101	5.05%
Harmony Bank CD		4.43%	04/07/25	04/07/24	527,371	527,371	100.00	527,371	189	4.50%
East West Bank CD		5.24%	04/18/25	04/18/24	1,054,173	1,054,173	100.00	1,054,173	200	5.38%
East West Bank CD		5.24%	04/22/25	04/22/24	2,047,056	2,047,056	100.00	2,047,056	204	5.38%
Origin Bank CD		4.85%	04/24/25	01/24/24	1,613,704	1,613,704	100.00	1,613,704	206	4.94%
East West Bank CD		5.21%	05/06/25	05/06/24	2,209,231	2,209,231	100.00	2,209,231	218	5.34%
American Nat'l Bank & Trust CDARS		4.94%	08/14/25	08/15/24	1,006,381	1,006,381	100.00	1,006,381	318	5.06%
East West Bank CD		4.41%	08/28/25	08/28/24	2,418,193	2,418,193	100.00	2,418,193	332	4.51%
American Nat'l Bank & Trust CDARS		4.46%	02/12/26	08/15/24	1,005,759	1,005,759	100.00	1,005,759	500	4.56%
First Nat'l Bank ETX CDARS		4.57%	08/20/26	08/22/24	1,005,020	1,005,020	100.00	1,005,020	689	4.68%
					$ 73,973,619	**$ 73,973,619**		**$ 73,973,619**	**56**	**4.99%**
									(1)	**(2)**

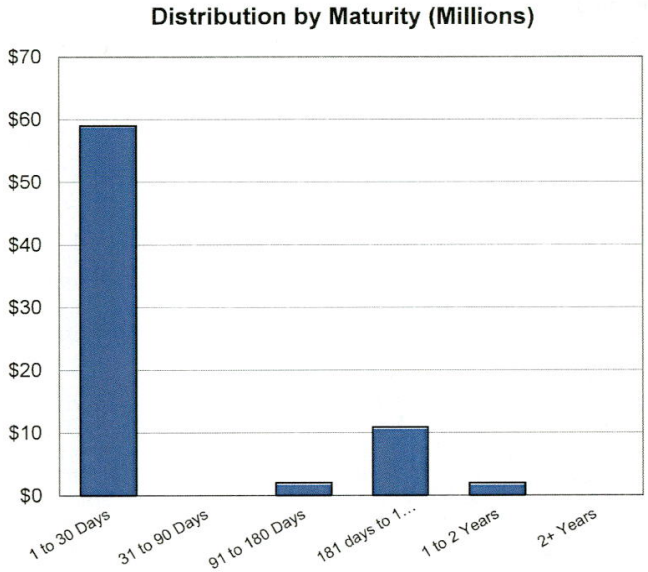
(1) Weighted average life - For purposes of calculating weighted average life, bank accounts and money market funds are assumed to have an one day maturity.

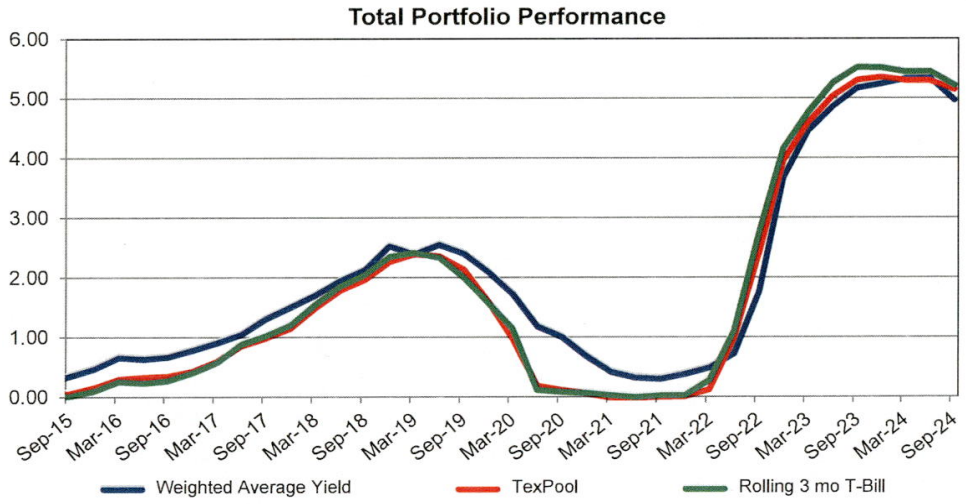
(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts and money market funds.

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

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


Portfolio Composition
CDs
27%
DDA
0%
MMA/MMF/LGIPs
73%


Distribution by Maturity (Millions)
$70
$60
$50
$40
$30
$20
$10
$0
1 to 30 Days
31 to 90 Days
91 to 180 Days
181 days to 1…
1 to 2 Years
2+ Years


Total Portfolio Performance
6.00
5.00
4.00
3.00
2.00
1.00
0.00
Sep-15
Mar-16
Sep-16
Mar-17
Sep-17
Mar-18
Sep-18
Mar-19
Sep-19
Mar-20
Sep-20
Mar-21
Sep-21
Mar-22
Sep-22
Mar-23
Sep-23
Mar-24
Sep-24
Weighted Average Yield
TexPool
Rolling 3 mo T-Bill

Allocation
September 30, 2024

Book & Market Value

	Total	General	ARPA	Utility	Debt Service	Pooled Cash Investments	Economic Development	Capital Projects Construction
Wells Fargo Bank DDA	$ 29,610	$ 29,610	$ –	$ –	$ –	$ –	$ –	$ –
Allspring Gov't MMF-WF Sweep Acc't	18,107,973	18,107,973	–	–	–	–	–	–
Origin Bank MMA	1,081,644	1,081,644	–	–	–	–	–	–
NexBank IntraFi MMA	26,221,395	17,472,836	–	–	–	–	–	8,748,559
Prosperity Bank MMA	10,338	2,389	7,153	796	–	–	–	–
TexPool LGIP	5,607,566	–	4,801,575	–	–	805,991	–	–
LOGIC LGIP	3,252,297	2,717,581	–	534,716	–	–	–	–
10/09/24–East West Bank CD	2,076,030	883,756	–	1,192,274	–	–	–	–
10/09/24–East West Bank CD	2,081,387	–	–	2,081,387	–	–	–	–
10/15/24–East West Bank CD	545,378	–	–	–	545,378	–	–	–
01/09/25–East West Bank CD	2,073,113	–	–	2,073,113	–	–	–	–
04/07/25–Harmony Bank CD	527,371	–	–	–	–	–	527,371	–
04/18/25–East West Bank CD	1,054,173	1,054,173	–	–	–	–	–	–
04/22/25–East West Bank CD	2,047,056	–	–	2,047,056	–	–	–	–
04/24/25–Origin Bank CD	1,613,704	–	–	–	–	–	1,613,704	–
05/06/25–East West Bank CD	2,209,231	2,209,231	–	–	–	–	–	–
08/14/25–American Nat'l Bank & Trust CDARS	1,006,381	–	–	–	–	–	–	1,006,381
08/28/25–East West Bank CD	2,418,193	–	–	–	–	–	–	2,418,193
02/12/26–American Nat'l Bank & Trust CDARS	1,005,759	–	–	–	–	–	–	1,005,759
08/20/26–First Nat'l Bank ETX CDARS	1,005,020	–	–	–	–	–	–	1,005,020
Total	**$ 73,973,619**	**$43,559,192**	**$ 4,808,728**	**$ 7,929,341**	**$ 545,378**	**$ 805,991**	**$ 2,141,075**	**$ 14,183,913**

Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 06/30/24	Increases	Decreases	Book Value 09/30/24	Market Value 06/30/24	Change in Market Value	Market Value 09/30/24
Wells Fargo Bank DDA	0.00%	10/01/24	$ 103,384	$ –	$ (73,774)	$ 29,610	$ 103,384	$ (73,774)	$ 29,610
Allspring Gov't MMF-WF Sweep Acc't	4.79%	10/01/24	25,033,007	–	(6,925,034)	18,107,973	25,033,007	(6,925,034)	18,107,973
Origin Bank MMA	4.31%	10/01/24	1,069,614	12,030	–	1,081,644	1,069,614	12,030	1,081,644
NexBank IntraFi MMA	5.00%	10/01/24	25,862,549	358,846	–	26,221,395	25,862,549	358,846	26,221,395
Prosperity Bank MMA	1.10%	10/01/24	10,309	29	–	10,338	10,309	29	10,338
TexPool	5.16%	10/01/24	5,533,865	73,702	–	5,607,566	5,533,865	73,702	5,607,566
LOGIC LGIP	5.23%	10/01/24	3,208,922	43,375	–	3,252,297	3,208,922	43,375	3,252,297
East West Bank CD	5.63%	07/29/24	3,043,092	–	(3,043,092)	–	3,043,092	(3,043,092)	–
East West Bank CD	5.61%	08/28/24	2,387,477	–	(2,387,477)	–	2,387,477	(2,387,477)	–
East West Bank CD	5.25%	10/09/24	2,049,412	26,618	–	2,076,030	2,049,412	26,618	2,076,030
East West Bank CD	5.61%	10/09/24	2,052,941	28,446	–	2,081,387	2,052,941	28,446	2,081,387
East West Bank CD	5.61%	10/15/24	537,924	7,454	–	545,378	537,924	7,454	545,378
East West Bank CD	5.05%	01/09/25	2,047,528	25,585	–	2,073,113	2,047,528	25,585	2,073,113
Harmony Bank CD	4.50%	04/07/25	521,610	5,761	–	527,371	521,610	5,761	527,371
East West Bank CD	5.38%	04/18/25	1,040,342	13,831	–	1,054,173	1,040,342	13,831	1,054,173
East West Bank CD	5.38%	04/22/25	2,020,198	26,857	–	2,047,056	2,020,198	26,857	2,047,056
Origin Bank CD	4.94%	04/24/25	1,594,424	19,279	–	1,613,704	1,594,424	19,279	1,613,704
East West Bank CD	5.34%	05/06/25	2,180,411	28,820	–	2,209,231	2,180,411	28,820	2,209,231
American Nat'l Bank & Trust CDARS	5.06%	08/14/25	–	1,006,381	–	1,006,381	–	1,006,381	1,006,381
East West Bank CD	4.51%	08/28/25	–	2,418,193	–	2,418,193	–	2,418,193	2,418,193
American Nat'l Bank & Trust CDARS	4.56%	02/12/26	–	1,005,759	–	1,005,759	–	1,005,759	1,005,759
First Nat'l Bank ETX CDARS	4.68%	08/20/26	–	1,005,020	–	1,005,020	–	1,005,020	1,005,020
TOTAL/AVERAGE	**4.99%**		**$ 80,297,011**	**$ 6,105,986**	**$(12,429,377)**	**$ 73,973,619**	**$ 80,297,011**	**$ (6,323,392)**	**$ 73,973,619**

Allocation
June 30, 2024

Book & Market Value

	Total	General	ARPA	Utility	Debt Service	Pooled Cash Investments	Economic Development	Capital Projects Construction
Wells Fargo Bank DDA	$ 103,384	$ 103,384	$ –	$ –	$ –	$ –	$ –	$ –
Allspring Gov't MMF-WF Sweep Acc't	25,033,007	25,033,007	–	–	–	–	–	–
Origin Bank MMA	1,069,614	1,069,614	–	–	–	–	–	–
NexBank IntraFi MMA	25,862,549	17,233,716	–	–	–	–	–	8,628,833
Prosperity Bank MMA	10,309	2,382	7,133	794	–	–	–	–
TexPool LGIP	5,533,865	–	4,738,467	–	–	795,398	–	–
LOGIC LGIP	3,208,922	2,681,337	–	527,584	–	–	–	–
07/29/24–East West Bank CD	3,043,092	–	–	–	–	–	–	3,043,092
08/28/24–East West Bank CD	2,387,477	–	–	–	–	–	–	2,387,477
10/09/24–East West Bank CD	2,049,412	872,425	–	1,176,987	–	–	–	–
10/09/24–East West Bank CD	2,052,941	–	–	2,052,941	–	–	–	–
10/15/24–East West Bank CD	537,924	–	–	–	537,924	–	–	–
01/09/25–East West Bank CD	2,047,528	–	–	2,047,528	–	–	–	–
04/07/25–Harmony Bank CD	521,610	–	–	–	–	–	521,610	–
04/18/25–East West Bank CD	1,040,342	1,040,342	–	–	–	–	–	–
04/22/25–East West Bank CD	2,020,198	–	–	2,020,198	–	–	–	–
04/24/25–Origin Bank CD	1,594,424	–	–	–	–	–	1,594,424	–
05/06/25–East West Bank CD	2,180,411	2,180,411	–	–	–	–	–	–
Total	**$ 80,297,011**	**$50,216,618**	**$ 4,745,600**	**$ 7,826,033**	**$ 537,924**	**$ 795,398**	**$ 2,116,035**	**$ 14,059,403**