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

Tuesday, March 17, 2026
5:00 PM - Work Session/Briefing
7:00 PM - Regular Session
or immediately following the 5:00 PM Work Session/Briefing

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

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

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

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

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

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

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

To submit a comment via email the following information is required:
- Submit a comment by 4:00 PM on Tuesday, March 17, 2026.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, March 17, 2026.
- First Name, Last Name, and Address

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

A. March 2026 & April 2026 Calendars

3. BRIEFINGS / PRESENTATIONS

A. Briefing to discuss Duncanville Fieldhouse Third Party Operations Management.

EXECUTIVE SESSION

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

B. City Council shall convene into closed session for consultation with City Attorney pursuant to Texas Government Code Section 551.071 regarding Life School vs the City of Duncanville.

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 -

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

4. REPORTS

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

5. PROCLAMATIONS AND PRESENTATIONS

A. Recognition of Keep Duncanville Beautiful Spring 2026 Curb Appeal Residential Properties and presentation of the Keep Duncanville Beautiful Spring 2026 Business Beautification Award Plaque and proclamation.

B. Provide City Council with a Presentation on the Annual Comprehensive Financial Audit for Fiscal Year 2025

C. Arts Commission Annual Report

6. CITIZENS' INPUT

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

7. CONSENT AGENDA

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

A. Consider the minutes for the February 23, 2026, Joint City Council,

DCEDC/TIF Board meeting and the March 3, 2026, Regular City Council Meeting.

B. Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Metro Fire Apparatus Specialists, Inc. for fire apparatus repairs through the Local Government Purchasing Cooperative (BuyBoard) Contract 746-24 for a one-year term with a renewal option for one additional term to expire September 30, 2027, in an estimated contract amount not to exceed $150,000.00, subject to City Council appropriation.

C. Consider a Resolution authorizing the City Manager to execute the Clinical Affiliation Agreement between Dallas College and the City of Duncanville for the purposes of participating in the Dallas College EMS Program's field internships for student clinical rotations.

D. Consider a Resolution authorizing an amendment to the services agreement with Locality Media, Inc dba First Due, for Fire and Emergency Medical Services Incident Reporting – ePCR records management system in an expenditure amount not to exceed $205,074.21.

E. 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, 2025.

8. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. Consider approval of a Resolution authorizing the City Manager to execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Green Ribbon Program landscape enhancements along IH-20 from N. Cedar Ridge Road to east of Main Street.

9. STAFF AND BOARD REPORTS

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, March 10, 2026, by 5:30 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."

Council Calendar MARCH 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3 City Council Meeting 6 PM (Briefing Room & Council Chambers)	4	5 Audit Committee ZBA Meeting 7PM Keep Duncanville Beautiful 6:30 PM Library Advisory Board Meeting	6	7
8 Daylight Savings Begins	9 DCEDC Special Call Meeting: 6:00 PM 103 Conference Room Park Board Meeting 6:30 PM Senior Cneter Planning & Zoning Meeting 7:00 PM Coucil Chambers	10 CPIC Committee, Arts & Cultural District Interviews Briefing Room 5:00 PM	11	12 Community Engagement Advisory Board Meeting 6:30 PM Briefing Room	13	14
15	16	17 City Council Meeting 6 PM (Briefing Room & Council Chambers) 5:00PM	18	19 Coffee with the Mayor 12:00-: 1:00 PM Senior Center TIF Meeting 6:00 PM 6PM Briefing Room	20	21
22	23 HOT Information Session Fieldhouse 10:00—11:30 DCEDC Meeting 6:00 PM	24 Arts Commission Meeting 6:30 PM Briefing Room	25	26 Women's History Fireside Chat Senior Center 11:00-1:00 PM	27	28 Easter Eggstravaganza Senior Center 11:00AM-1:00 PM
29	30	31 Bond Workshop Briefing Room 2:00 PM				

Council Calendar APRIL 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2 Library Advisory Board 6:30 PM Library Lobby Meeting Rooms	3	4
5	6	7 City Council Meeting 6 PM (Briefing Room & Council Chambers)	8	9 Community Engagement Advisory Board 6:30 PM Briefing Room	10	11
12	13 Park Board Meeting 6:30 PM Planning & Zoning Meeting 6:30 PM	14	15	16	17	18
19	20 Keep Duncanville Beautiful 7:00 PM Briefing Room DCEDC Meeting 6:00 PM	21 City Council Meeting 6 PM (Briefing Room & Council	22	23 Coffee with the Mayor 12:00 PM Senior Center	24	25
26	27	28 Arts Commission Meeting 6:30 PM Briefing Room	29	30		

STAFF REPORT

MEETING: City Council - March 17, 2026

TITLE:
Briefing to discuss Duncanville Fieldhouse Third Party Operations Management.

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

Pillar:

STAFF RESPONSIBLE:

BACKGROUND/HISTORY:

POLICY EXPLANATION:

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:

Duncanville Fieldhouse Third Party Management - ICM 3_9_26, Third Party Management Costs Comparisons 3 17 26, The Duncanville Fieldhouse - A Balancing Act Between Community Benefit and Profitability, Duncanville Fieldhouse Market and Feasibility Study

DUNCANVILLE FIELDHOUSE 3RD PARTY MANAGEMENT RFP

ANGEL DEAL, PROJECT MANAGER

MARCH 17, 2026

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

City of Duncanville

Duncanville
City of Champions

SCOPE OF SERVICES

Scope of Services The selected Proposer will assume full responsibility for the Duncanville Fieldhouse, including but not limited to the following key operational areas:

- Staffing and Human Resources: Full oversight of operational staff.
- Sales and Marketing Execution: Dedicated capacity to drive event booking and sponsorship.
- Facility Maintenance and Operations: Ensuring around-the-clock maintenance coverage.
- Food and Beverage Operations: Optimization of concessions and catering efficiency.
- Sponsorship and Naming Rights: Monetization of untapped commercial opportunities.
- Financial Management: Budgeting, reporting, and financial planning.
- Event Booking, Scheduling, and Community Programming.
- Security, Risk Management, and Vendor Contracts.

City of Duncanville

Duncanville
City of Champions

ADDITIONAL CONSIDERATIONS

- Economic Impact
- Community Benefits
- Current Tournaments and Events
- Hotel Occupancy Tax
- Operational Continuity
- Capital Expenditures
- Management Fees
- Expenditure Impacts & Funding Strategy
- Oversight City Owned Assets
- Longterm Ownership Considerations
- Success Metrics
- Community Hub impact

City of Duncanville

Duncanville
City of Champions

NEXT STEPS

- Identify timeline for RFP, responses and selection
- Transition plan for existing Fieldhouse employees
- Release of the public RFP

City of Duncanville

Duncanville
City of Champions

QUESTIONS?

Thank you

City of Duncanville

Duncanville
City of Champions

hunden partners

CITY OF DUNCANVILLE, TX

FIELDHOUSE OPERATIONS

Proposal Comparison

November 2025

Duncanville
City of Champions

Fee Proposals

KemperSports®

- Initial Consulting Term: $7,500 per month for 12–24 months focused on operational assessment and performance improvements
- Full Operational Management: $12,500 per month for 60 months if transitioned to full management
- Performance Incentives: Mutually agreed bonus tied to City goals and measurable results (Additional to $12.5K)
- Termination Options: City can transition to full management anytime, cancel after 12 months in consulting, or once after 36 months in full management without penalty.

THE SPORTS FACILITIES COMPANIES

- Base fee: Three-year advisory term at $12,000 per month for operational, financial, and programming consulting
- Management option: Conversion to full management at $18,000 per month with two five-year extensions
- Incentives: 30 percent of sponsorship revenue and five percent of annual EBITDA tied to performance
- Partnership focus: Emphasis on transparency, capital planning, and long-term collaboration with the City

SPORTS ACADEMY

- Base Fee: $10,000 per month consulting fee for a three-year term, cancellable if the City moves to management services
- Sponsorship: 20 percent commission on all sponsorship value generated during consulting
- Management: $20,000 monthly base fee if full management begins, under a five-year term
- Incentive: Additional five percent bonus on all annual revenue exceeding $4.8 M
- Advertising: 20 percent commission on sponsorship, advertising, and naming-rights sales

ESM EASTERN SPORTS MANAGEMENT

- Base Consulting Fee: $5,000 per month plus travel, continuing month-to-month until 60-day notice or transition to management
- Base Management Fee: $7,500 per month plus travel for a five-year term with renewal options based on performance
- Incentives: Performance bonuses tied to measurable outcomes such as revenue and EBITDA, plus a revenue share that varies with ESM's financial risk
- Food & Beverage: No commission unless ESM acts solely as concessionaire

Transition Plans

KemperSports®

- 30-Day Tasks: Establish team, complete key assessments, review staffing and operations, and ensure facility and systems readiness
- 60-Day Tasks: Develop operating and marketing plans, set reporting and maintenance schedules, review technology and billing, assess F&B, and refine programming and budgets
- 90-Day Tasks: Review technology and system evaluations, implement CRM tools, develop full SOP manual, and evaluate F&B equipment and functionality

THE SPORTS FACILITIES COMPANIES

- 10-Day Tasks: Secure systems, onboard staff, set up insurance, and ensure operational continuity
- 30-Day Tasks: Establish organization structure, budget, reporting, and integrated financial systems with staff training
- 60-Day Tasks: Implement marketing plans, budgets, and performance tools with clear growth goals and tracking systems
- 90-Day Tasks: Launch registration, training, and feedback systems. Refine operations, maintenance, and F&B programs

SPORTS ACADEMY

- Learn: Assess operations, finances, and staffing; review programs and systems; meet with City staff and stakeholders to understand goals
- Plan: Develop strategy, outline programming and revenue opportunities, and prepare operational and financial models
- Present: Deliver findings and recommendations to City leadership including marketing, programming, and budget proposals
- Act: Phased plan to execute improvements, train staff, activate partnerships, and launch new programs

ESM EASTERN SPORTS MANAGEMENT

- Work closely with existing staff to retain institutional knowledge and ensure service remains uninterrupted
- Develop a phased transition plan that includes staff onboarding, system integration, and vendor management
- Goal will be to make the transition seamless for City staff, tenants, and guests

hunden
partners

213 W. Institute Place, Suite 707
Chicago, IL 60610

312.643.2500 | hunden.com

Case Study: The Duncanville Fieldhouse - A Balancing Act Between Community Benefit and Profitability

1.0 Introduction: The Core Dilemma

In the study of public administration, few challenges are as common or as complex as managing publicly owned assets to serve both community and fiscal goals. The Duncanville Fieldhouse, a city-owned sports facility in Duncanville, Texas, provides a classic example of this strategic balancing act.

This case study explores the strategic challenges and opportunities facing the facility, drawing upon a comprehensive feasibility study by Hunden Partners. It requires us to analyze its current performance, competitive landscape, and potential future management structures to advise the City of Duncanville on its best path forward.

At the heart of this analysis is a fundamental question that every municipality must confront when managing a civic asset:

What is the primary objective of the Fieldhouse for the City of Duncanville? Profitability vs. community benefit?

Answering this question is not merely an academic exercise; it will directly inform every subsequent decision regarding management, pricing, programming, and future investment. To understand the weight of this dilemma, we must first conduct a thorough situational analysis of the Fieldhouse's current operations and performance.

2.0 Situational Analysis: A High-Use, Break-Even Asset

Before charting a future course, it is essential to understand the current state of the Duncanville Fieldhouse—its history, its performance, and its position within a competitive market.

Facility Overview and History

The Duncanville Fieldhouse has a unique history, having been converted from a hockey rink originally built for the Dallas Stars into the six-court basketball and volleyball facility it is today. As a city-owned venue, the Fieldhouse has become a crucial community asset, serving as a base for numerous local sports organizations.

Its role as a community hub is evidenced by the diverse groups that call it home:

- **Bridge Academy**
- **ACCV Club Volleyball**
- **DasCHE Home Educators**
- **Succeed Forever Community Transformation**
- **Prodigy Xtreme Cheer**
- **Texas Wildcats Club Basketball**
- **Faith Family Academy**
- **Performance and Utilization Trends**

The Fieldhouse is a heavily utilized facility, hosting events on 48 out of 52 weekends in 2023 and maintaining a similar booking rate of 47 weekends in 2024. This high demand underscores its importance to the regional youth sports ecosystem.

An analysis of attendance data from 2017 to 2024 shows a facility that recovered strongly after a dip in 2020, peaking in 2019 and 2021 before experiencing a slight, gradual decline in recent years. Visitation is highest during the peak tournament season from April to July. Analysis of operational feedback points to two primary factors contributing to this slow performance decline: the quality of the playing surfaces and general safety concerns.

Current Financial Health

Financially, the facility operates at a nearly break-even status, with minor fluctuations between profit and loss from year to year. The current management team has demonstrated considerable resourcefulness in maximizing revenue from non-traditional sources.

- Creative Space Monetization: Management generates over $100,000 annually by leasing out storage spaces and other underutilized areas.
- Local Advertising: The facility secures over $90,000 yearly from smaller-scale advertising deals.
- League Rentals: Approximately $40,000 per year is generated from renting court time to external leagues.

These resourceful revenue tactics, **combined with a highly profitable food and beverage operation that significantly outperforms industry norms with ≈ 49% margin** (compared to 30-35%), are essential to subsidizing the facility's core mission and achieving its break-even financial status.

Competitive Positioning in the DFW Market

The Dallas-Fort Worth (DFW) metropolitan area has a robust and competitive supply of indoor sports facilities, giving tournament operators many options. Despite having fewer

basketball courts (6) than many regional competitors, the Duncanville Fieldhouse carves out a strong niche.

The key competitive insight is its ability to draw visitors from afar. The Fieldhouse attracts an above-average number of long-distance visitors, with 14.3% of its visits originating from over 100 miles away. This ability to draw from a wide geographic area is a key strategic asset, as it indicates the facility is a "destination" capable of generating significant economic impact through hotel stays and local spending, a primary goal for any public venue.

This analysis of the Fieldhouse as a high-use, financially stable, and competitively positioned community asset leads directly to the strategic crossroads the city must now

3.0 The Strategic Crossroads: Choosing a Management Model

Based on the situational analysis, the City of Duncanville is faced with a critical decision about the Fieldhouse's future operational structure. The choice boils down to two primary paths: continuing with the current city-operated model or transitioning to a privately managed model. Each path is guided by a different philosophy and leads to different outcomes.

Primary Goal

- To drive economic impact for the community and provide a civic benefit.
- To maximize profitability and achieve long-term financial growth for the operator.
- Revenue Strategy
- Prioritizes securing large-scale tournaments and events that align with the city's goals.
- Maximizes high-margin, in-house programs first, then backfills the calendar with external rentals.

Success Metrics

Measured primarily by the total economic impact on the city (hotel stays, restaurant spending, etc.), with operational profitability as a secondary consideration.

Measured primarily by the facility's bottom-line profit and operational efficiency.

Financial Projections: A Tale of Two Futures

Financial proformas were developed to project the outcomes of both scenarios. While a private management model is projected to generate higher overall revenue, it also introduces significant new expenses. This marginal increase is due to a fundamental shift in strategy. **Private operators are projected to drive higher top-line revenue by prioritizing high-margin, in-house programs and leveraging their tournament**

networks, but this is offset by new expenses such as management fees and mandatory capital reserves.

The result is that a switch to private management is projected to lead to only a slight elevation in net operating profit compared to the current model. Under the current city-run management structure, the Fieldhouse is projected to generate an annual operating profit in the range of $81,000 to $110,000.

Economic Impact: The Broader View

For a public facility like the Fieldhouse, its direct profit is only a small part of the story. The true return on investment for the city is often measured by the facility's total economic impact—the new spending it brings into the community.

The notion of an increased impact under private management is not guaranteed. It is highly contingent on the quality of the operator, their reputation, and the alignment of their incentives with the city's goals. Furthermore, this approach puts the non-quantifiable community benefits—such as affordable access for local teams—at risk of being displaced by more profitable private events. This presents the core strategic trade-off for the city: the pursuit of a potentially larger, but unguaranteed, economic impact versus the preservation of a known, quantifiable community benefit for local users.

Transitioning to a third-party management model will not generate an immediate financial return. A ramp-up period of approximately 12–24 months is expected before the full economic benefits can be realized. During this transition, our existing tournament partners may experience uncertainty or operational disruption, which could prompt them to explore alternative venues within the Dallas–Fort Worth Metroplex. If these recurring tournaments relocate, the city should anticipate a corresponding decline in Hotel Occupancy Tax revenue.

This trade-off is the central issue as we synthesize the city's final options.

4.0 Conclusion: Charting the Path Forward

The analysis of the Duncanville Fieldhouse's operations, finances, and strategic alternatives provides the city with a clear set of choices. Each path forward presents a unique combination of benefits and risks that must be carefully weighed against the city's primary objectives.

Synthesizing the Options

The city's choices can be distilled into three distinct paths:

1. Maintain Current Operations

    a. **Pro:** The facility remains affordable and continues to fulfill a vital need for the local community, guided by a well-regarded management team.
    b. **Con**: The City of Duncanville retains the full financial burden for all maintenance and major capital expenditures, exposing taxpayers to the risk of large, unplanned costs.
2. Engage a Third-Party Management Group o
    a. **Pro:** A private operator could attract larger tournaments, potentially increasing revenue, profitability, and overall economic impact for the city.
    b. **Con:** Local users may be displaced or face higher costs as the operator prioritizes more lucrative national events, potentially undermining the facility's role as a community asset.
3. Privatize and Release City from Ownership o
    a. **Pro:** This path would generate property tax revenue for the city and completely transfer the financial and operational burden to a private entity
    b. **Con**: The city would lose public control over a key community asset, risking a shift in priorities away from community benefit and toward pure profit, with the potential for resale or closure.

Key Insights for Public Administrators

Ultimately, the Duncanville Fieldhouse case illuminates three fundamental principles for public administrators managing civic venues:

• **The ROI of Public Venues is Often Indirect**. Indoor youth sports complexes are generally not direct profit drivers for cities. Their primary return on investment is the economic impact they generate through tourism, and the community benefit they provide through access and programming.

• **Private Management Is Not a Silver Bullet.** The success of a third-party operator is not automatic. It depends heavily on the structure of the management agreement, the quality of the leadership team, and a clear alignment of goals between the operator and the city.

• **Strategy Begins with a Definition of Success.** Before any major decision is made, a city must first define what "success" looks like for its facility. Is the goal to maximize direct profit, to drive the greatest possible economic impact, or to provide affordable and consistent access for the local community? The answer to that question illuminates the correct path forward.

hunden partners

Duncanville Fieldhouse Market and Financial Feasibility Study

DUNCANVILLE Fieldhouse

COUNCIL PRESENTATION

May 2025

Why We're Here

Key Questions

- What is the **primary objective of the Fieldhouse for the City of Duncanville**? Profitability vs. community benefit?
- How does the primary objective of the **Fieldhouse impact decisions on management, pricing, programming, and potential investment**?
- Are the **current operations fully optimized** in terms of revenue generation, programming, and utilization?
- Are there **missed opportunities** in event scheduling, partnerships, or facility use?
- What could the City of Duncanville do to ensure the Fieldhouse is **sustainable into the future**?

Project Introduction

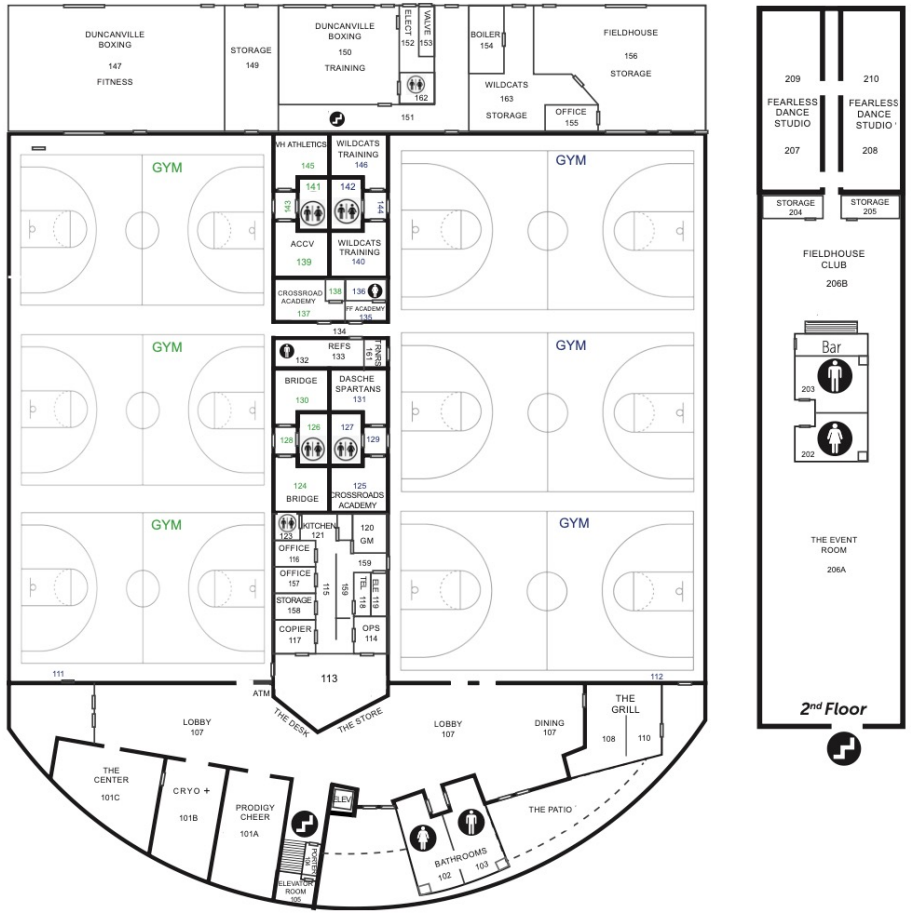
Hunden Partners was engaged by the City of Duncanville to conduct a market demand, financial feasibility, and economic impact study for the optimization of the Duncanville Fieldhouse in Duncanville, Texas.

This assessment analyzes the current facility performance, demand opportunities for local and regional tournaments, and discusses future potential operational structures and overall facility improvements. The study aims to address the following:

- **Benchmarking & Competitive Positioning**
- **Facility Optimization**
- **Market Demand**
- **Management Structures & Opportunities**

DUNCANVILLE Fieldhouse
HOME of CHAMPIONS

Duncanville Fieldhouse Overview



The Duncanville Fieldhouse, originally the Dallas Stars' hockey rink was converted to a six-court facility and has been rebranded multiple times. Now a city-owned venue, the Fieldhouse serves as a community asset for leagues, camps, and tournaments.

40+

Basketball Tournaments

15+

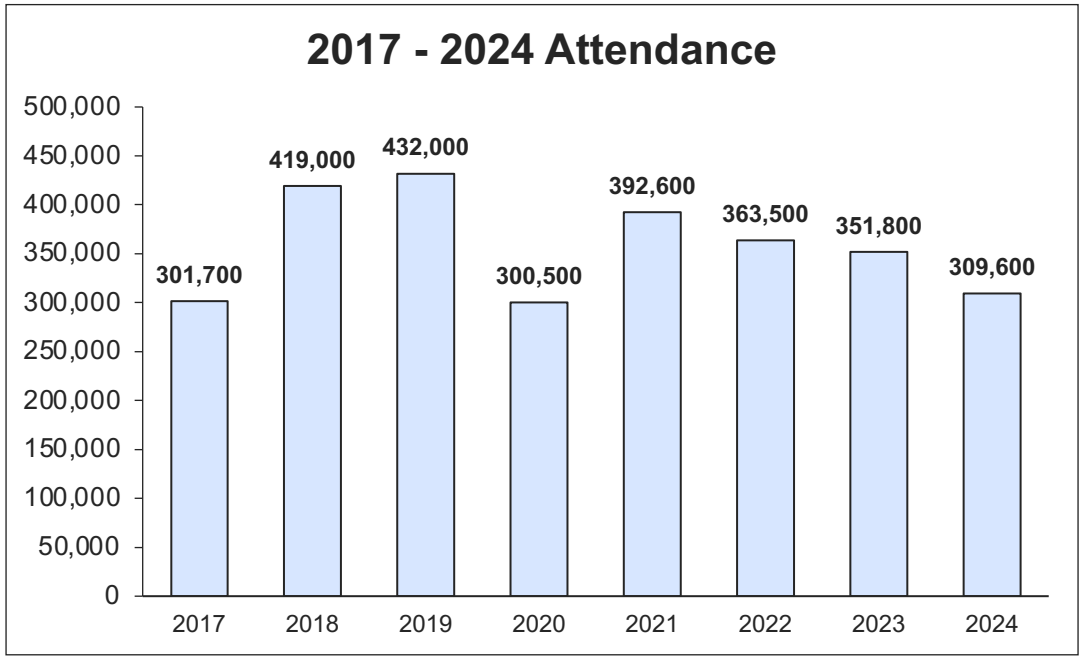
Camps, Leagues & Other Events

Home to these organizations:

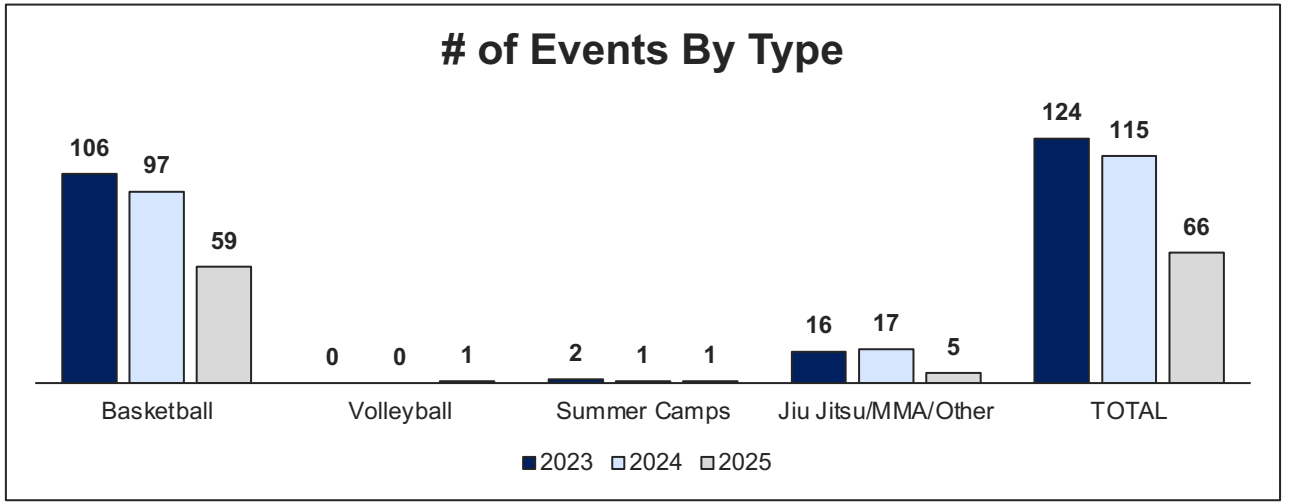
- Bridge Academy
- ACCV Club Volleyball
- DasCHE Home Educators
- Succeed Forever Community Transformation
- Prodigy Xtreme Cheer
- Texas Wildcats Club Basketball
- Faith Family Academy
- Others

Event Overview and Attendance Trends

- Visitation reaches its highest levels from **April to July**, the peak season for tournaments.
- Various factors contribute to the slow decline in performance including **quality of playing surfaces, safety concerns, among others.**
- The facility hosted events on **48 out of 52 weekends in 2023** and **47 weekends in 2024 [1].**
- Attracting larger, more impactful events would require **additional staff, expansion, or enhanced operational efficiency.** Additionally, the displacement of current users would likely occur.



Source: Placer.ai



[1] 2023 data is current as of 11/10/23, 2024 data as of 10/6/24, and 2025 data as of 1/28/25
[2] Only confirmed events as of the respective dates are included in the dataset

Operational Performance – Implications

- The facility **operates at nearly break-even status**, with minor annual fluctuations between profit and loss.
- **Management utilizes storage spaces for revenue drivers to the facility**, which has resulted in approximately $100K+ annually to the Fieldhouse.
- The facility generates approximately $90K+ yearly from smaller advertising deals.
- An opportunity exists for a facility naming rights sponsor, court sponsorships, etc. Without dedicated sales staff, implementing these efforts will be a challenge.
- The Fieldhouse generates approximately $40K from external league rentals. Commonly, facilities self-promote adult and youth league play to drive revenue.
- Food & beverage operations generate approximately $215K in annual profit (49% margin) above industry norm of 30–35%. Continuing to seek ways to bring vendors in for events will allow for additional revenue opportunities.
- Court rental rates are currently at market rate with limited room for increases.

Duncanville’s Sports Identity

- **Duncanville’s robust talent pipeline and deep history of sports success provides an opportunity to reinforce its position as a sports destination**.
- The City currently lacks a cohesive effort to sell and market this identity within the Fieldhouse and across other facilities.
- Destinations such as Round Rock have a tailored sales and marketing effort such as branding the entire city as “The Sports Capitol of Texas” resulting in significant tournament reach and over economic impact.
- **Improved coordination with facilities like Duncanville High School** could result in the attraction of larger, more impactful events.

Regional Indoor Sports Facility Supply

- The Dallas-Fort Worth area offers a **robust supply of indoor sports facilities**, which provides tournament operators with ample options to host their events.
- The Duncanville Fieldhouse is a **well-utilized facility despite having fewer courts** than some competitors.
- The Duncanville Fieldhouse attracts an above average number of long-distance visitors in comparison to other Dallas-Specific Facilities.

Relevant Indoor Sports Facility Supply

Facility Name	Location	Distance from Project Site	2024 Visits	2024 Visitors	% of Visits Over 100 Miles	Basketball	Volleyball
Impact Center	Arlington, TX	14.6	–	–	–	4	4
Fieldhouse USA Mansfield	Mansfield, TX	14.9	726,000	164,800	9.3%	12	24
Fieldhouse USA Grapevine	Grapevine, TX	30.7	759,100	324,000	11.1%	9	9
Net Results Sports Center	Plano, TX	32.9	249,200	49,500	3.5%	-	9
Plano Sports Authority2	Plano, TX	36.2	274,000	83,400	8.5%	4	4
Plano Sports Authority	Plano, TX	36.9	466,200	86,600	2.4%	12	15
AmeriSports Rockwall	Rockwall, TX	37.8	261,500	49,000	9.1%	9	12
Plano Sports Authority Murphy	Murphy, TX	37.9	300,900	70,900	2.6%	8	8
Fieldhouse USA Frisco	Frisco, TX	41.3	758,000	129,300	8.8%	12	12
Game on Sports Complex	Fort Worth, TX	42.1	507,100	91,700	5.7%	6	12
Plano Sports Authority McKinney	McKinney, TX	46.0	398,100	86,800	4.9%	8	8
Round Rock Sports Center	Round Rock, TX	174.0	441,500	140,400	13.5%	6	12
Legends Event Center	Bryan, TX	174.0	457,300	166,200	24.3%	8	16
MI3 Center Houston	Houston, TX	225.0	140,700	49,300	14.6%	6	12
Mission Conception Sports Park	San Antonio, TX	272.0	179,500	70,100	14.7%	6	12
***Average*/Total**	–	***74.7***	***403,219***	***109,113***	***11.3%***	**110**	**169**
Duncanville Fieldhouse	**Duncanville, TX**	**--**	**325,300**	**88,600**	**14.3%**	**6**	**10**

Source: Placer.ai & Various Sources

* Attendance data is filtered by all visit durations

Interview Outreach & Stakeholder Feedback

Hunden interviewed **local, regional, and national stakeholders and organizations** to help gain an understanding of activity at the Fieldhouse and in the surrounding area, identify opportunities in Duncanville, and determine best practices. A sample of stakeholders interviewed include representatives from the following:

City Representatives/ Organizations

- Duncanville Assistant Director of Fiscal Services
- Duncanville City Manager and Staff

Regional Sports Tourism Stakeholders

- Eastern Sports Management
- Sports Facilities Companies
- Great American Shootout
- Rockhill, SC Parks, Recreation, and Tourism
- Arlington Sports Commission

Other Relevant Stakeholders

- Big Time Hoops
- DasCHE
- Dallas Showtyme
- Game On Sports Complex
- Texas Gametime Basketball
- HoopsFest

Tournament Opportunity Summary

Facility Limitations

- As a six-court facility in its current condition, the Duncanville Fieldhouse is **unlikely to attract national top-tier events,** however, the Fieldhouse can expand its event base and continue to serve local and regional leagues and tournaments.
- Enhancing and marketing destination amenities, hotels, and food & beverage options can help land tournaments, sustain attendee interest, and generate more economic impact in Duncanville.

Marketability

- To further optimize the Duncanville Fieldhouse, success will depend on the City's ability to align and coordinate with nearby hotels and other facilities.
- The City should actively promote hotels and expand facility partnerships to complement the Duncanville Fieldhouse.

Existing Demand

- Current users of the facility commend the facility's management, with only minor concerns regarding security, restrooms, and parking.
- The Fieldhouse is heavily utilized, which requires advance booking for tournaments as demand has grown.

Case Study Overview

To answer the key questions, Hunden took two approaches to case study facilities, looking at similar facilities to the Fieldhouse in terms of breakdown of space, age, and overall performance, and examining how facility management structures work and the pros and cons of differing approaches.

Facility Type

Size, Court Number, Playing Surfaces, Performance

Management Structure

Third-Party vs. City's Pros and Cons

Round Rock Sports Center

Size: 82,800 square feet

Court Count: 6 basketball

Myrtle Beach Sports Center

Size: 100,00 square feet

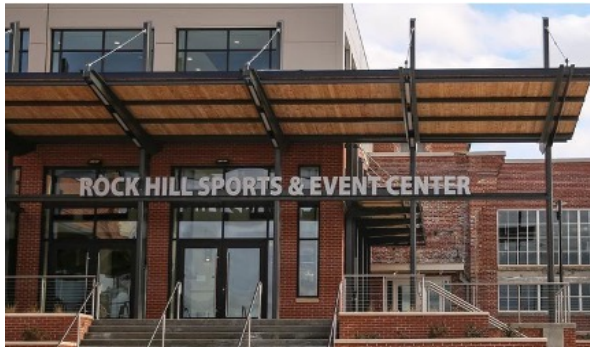
Court Count: 8 basketball

Virginia Beach Field House

Size: 175,000 square feet

Operator: Eastern Sports Management

Rock Hill Sports & Event Center

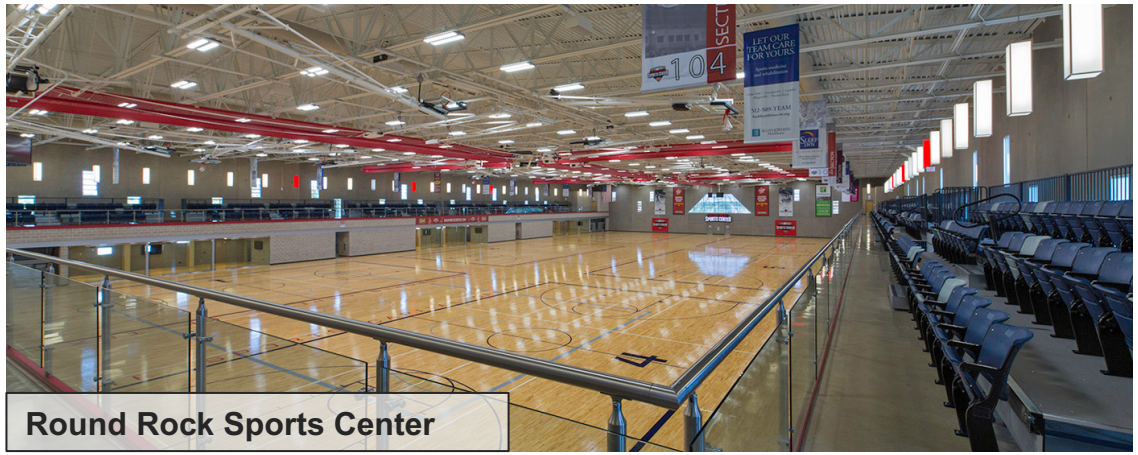


Size: 170,000 square feet

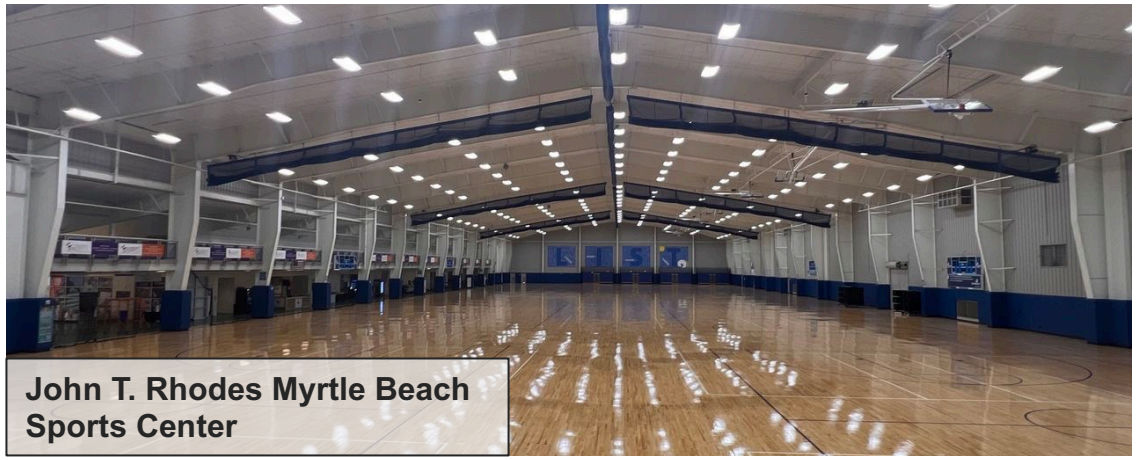
Operator: City of Rock Hill

Case Studies – Comparable Facilities Implications

- **Prioritize Impactful Tournaments:** Focus on basketball and volleyball as primary revenue drivers, filling weekends first and backfilling with other sports.
- **Maximize Weekday Use:** Increase activity with paid open gym sessions, in-house leagues, and training programs.
- **Plan for Future Demand:** Facilities must be built for long-term needs. Round Rock's planned expansion to eight courts from six courts highlights the importance of staying ahead of demand.
- **Balance Community & Revenue:** A mix of public access and high-revenue events will ensure financial sustainability.



Round Rock Sports Center


John T. Rhodes Myrtle Beach Sports Center

Case Studies – Management Models Implications

City-Operated:

- **Municipal Oversight:** City-managed facilities often utilize a CVB, dedicated sales staff, or a sports corporation to secure large-scale tournaments. Staffing, funding, and operational benefits are achievable by leveraging semi-governmental organizations.
- **Event-Driven Revenue:** Priority structures that align with the City's goals for the facility.
- **Success Metrics:** Financial performance is measured by economic impact on the community, while also considering profitability.

Privately Managed:

- **Private Management:** Emphasis on profitability and long-term growth rather than community benefit.
- **Rental Maximization:** Maximizes high-margin events, filling the calendar with in-house programs first and backfilling with rentals as needed.
- **Tournament Networks:** Prioritize linking the facility with rotating tournament networks, which although beneficial to facility performance, can displace community teams and events.

Rock Hill Sports & Event Center

Virginia Beach Field House

Case Study Implications

- Indoor youth sports complexes **are not profit drivers for cities**. Commonly these facilities are viewed for the **economic impact and community benefit** they generate.
- The **benefits of private management depend on the operator agreement structure, the leadership team, and the objectives** set for management by the City.
- Third-party management does not result in immediate, or even long-term, improvements to facility performance.
- The lifespan of privately owned complexes is short. Facilities that close operation most frequently are those under a private ownership.
- Marketing and sales for the venue and City by and large is lacking.
- **Leagues, hosted camps, and training sessions produced and run by the Fieldhouse** can generate additional revenue for the facility, as these are **typically high-margin business segments**.

Conclusions & Recommendations

Conclusions

- **The Fieldhouse meets a critical local need**. There is strong appreciation for all the work of current management.
- Improvements to the **HVAC and the facility's debt maturity position** it for an improved financial position.
- **Facility management is highly regarded within the community** and has successfully **unlocked new revenue streams by monetizing underutilized assets**.
- **Economic impact and community benefit should be viewed as the return on investment for the City**. This will be quantified in Hunden's continued work and should be factored into the City's definition of a successful Fieldhouse.
- **Few, if any, available weekends exist throughout the year** where the facility is available or underutilized.
- Potential City organizational changes (i.e., **sports corporation/CVB**), that would staff, manage, and promote the Fieldhouse could provide benefits for staffing and other operational areas.

Proforma – Current Management

Duncanville Fieldhouse Proforma ($000s)	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10
Revenues										
(+) Facility Rental - Events/Tournaments	$ 533	$ 549	$ 560	$ 585	$ 602	$ 620	$ 639	$ 658	$ 678	$ 698
(+) Facility Rental - Daily Rental	$ 179	$ 185	$ 190	$ 196	$ 202	$ 208	$ 214	$ 220	$ 227	$ 234
(+) Concessions, Gross	$ 489	$ 503	$ 518	$ 536	$ 553	$ 569	$ 586	$ 604	$ 622	$ 641
(+) Lease revenue	$ 123	$ 127	$ 130	$ 134	$ 138	$ 143	$ 147	$ 151	$ 156	$ 160
(+) Advertising and Sponsorship	$ 115	$ 118	$ 122	$ 126	$ 129	$ 133	$ 137	$ 141	$ 146	$ 150
(+) Security	$ 54	$ 56	$ 57	$ 59	$ 61	$ 63	$ 64	$ 66	$ 68	$ 70
(+) Other	$ 132	$ 136	$ 139	$ 145	$ 149	$ 154	$ 158	$ 163	$ 168	$ 173
Total	**$ 1,625**	**$ 1,674**	**$ 1,717**	**$ 1,781**	**$ 1,834**	**$ 1,889**	**$ 1,946**	**$ 2,004**	**$ 2,064**	**$ 2,126**
Expenses										
(-) Salaries, Wages & Benefits	$ 602	$ 620	$ 639	$ 658	$ 678	$ 698	$ 719	$ 740	$ 763	$ 785
(-) General & Admin	$ 96	$ 98	$ 101	$ 104	$ 108	$ 111	$ 114	$ 118	$ 121	$ 125
(-) Utllities	$ 30	$ 31	$ 32	$ 33	$ 34	$ 35	$ 36	$ 37	$ 38	$ 39
(-) Concessions	$ 249	$ 257	$ 264	$ 274	$ 282	$ 290	$ 299	$ 308	$ 317	$ 327
(-) Repairs & Maintenance	$ 40	$ 41	$ 42	$ 43	$ 45	$ 46	$ 47	$ 49	$ 50	$ 52
(-) Insurance	$ 19	$ 19	$ 20	$ 20	$ 21	$ 22	$ 22	$ 23	$ 24	$ 24
(-) Advertising & Other	$ 14	$ 15	$ 15	$ 16	$ 16	$ 17	$ 17	$ 18	$ 18	$ 19
(-) Contract Services	$ 495	$ 510	$ 525	$ 541	$ 557	$ 574	$ 591	$ 609	$ 627	$ 646
Total	**$ 1,544**	**$ 1,590**	**$ 1,638**	**$ 1,689**	**$ 1,739**	**$ 1,792**	**$ 1,845**	**$ 1,901**	**$ 1,958**	**$ 2,016**
Net Operating Income	**$ 81**	**$ 83**	**$ 79**	**$ 92**	**$ 95**	**$ 98**	**$ 100**	**$ 103**	**$ 107**	**$ 110**

Source: Hunden Partners

Rental revenue is expected to generate the most revenue, followed by concessions/catering. Lease revenue is generated through the onsite spaces that current management has turned into revenue generating space. Revenues and expenses are adjusted accordingly for inflation over the next 10 years.

Hunden projects the Fieldhouse to generate approximately $80,000 to $110,000 per year in operating profit. The facility will have no longer have any debt obligations, which will lessen the overall financial strain from the city. Major capital expenditures would still need to be made by the City. With an improved financial position and repairs made to the building, a reserve fund should be considered.

Proforma – Private Management

Duncanville Fieldhouse Proforma ($000s)	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10
Net Revenues										
(+) Facility Rental - Events/Tournaments	$ 616	$ 657	$ 654	$ 673	$ 693	$ 714	$ 735	$ 757	$ 780	$ 803
(+) Facility Rental - Daily Rental	$ 222	$ 229	$ 236	$ 243	$ 250	$ 257	$ 265	$ 273	$ 281	$ 290
(+) Concessions, Gross	$ 574	$ 601	$ 626	$ 644	$ 664	$ 684	$ 704	$ 725	$ 747	$ 770
(+) Lease revenue	$ 135	$ 139	$ 143	$ 148	$ 152	$ 157	$ 161	$ 166	$ 171	$ 176
(+) Advertising and Sponsorship	$ 135	$ 139	$ 143	$ 148	$ 152	$ 157	$ 161	$ 166	$ 171	$ 176
(+) Security	$ 65	$ 67	$ 69	$ 71	$ 73	$ 75	$ 78	$ 80	$ 82	$ 85
(+) Other	$ 184	$ 193	$ 197	$ 203	$ 209	$ 215	$ 222	$ 228	$ 235	$ 242
Total	**$ 1,931**	**$ 2,025**	**$ 2,068**	**$ 2,129**	**$ 2,193**	**$ 2,259**	**$ 2,326**	**$ 2,396**	**$ 2,468**	**$ 2,542**
Expenses										
(-) Salaries, Wages & Benefits	$ 455	$ 469	$ 483	$ 497	$ 512	$ 527	$ 543	$ 560	$ 576	$ 594
(-) General & Admin	$ 102	$ 105	$ 108	$ 111	$ 115	$ 118	$ 122	$ 125	$ 129	$ 133
(-) Utlities	$ 30	$ 31	$ 32	$ 33	$ 34	$ 35	$ 36	$ 37	$ 38	$ 39
(-) Concessions	$ 293	$ 306	$ 319	$ 329	$ 339	$ 349	$ 359	$ 370	$ 381	$ 392
(-) Repairs & Maintenance	$ 85	$ 88	$ 90	$ 93	$ 96	$ 99	$ 101	$ 105	$ 108	$ 111
(-) Insurance	$ 22	$ 23	$ 23	$ 24	$ 25	$ 26	$ 26	$ 27	$ 28	$ 29
(-) Advertising & Other	$ 78	$ 80	$ 83	$ 85	$ 88	$ 90	$ 93	$ 96	$ 99	$ 102
(-) Contract Services	$ 495	$ 510	$ 525	$ 541	$ 557	$ 574	$ 591	$ 609	$ 627	$ 646
(-) Management Fee	**$ 174**	**$ 182**	**$ 186**	**$ 192**	**$ 197**	**$ 203**	**$ 209**	**$ 216**	**$ 222**	**$ 229**
(-) Reserves	**$ 77**	**$ 81**	**$ 83**	**$ 85**	**$ 88**	**$ 90**	**$ 93**	**$ 96**	**$ 99**	**$ 102**
Total	**$ 1,811**	**$ 1,875**	**$ 1,932**	**$ 1,990**	**$ 2,050**	**$ 2,111**	**$ 2,174**	**$ 2,240**	**$ 2,307**	**$ 2,376**
Net Operating Income	**$ 120**	**$ 151**	**$ 136**	**$ 139**	**$ 143**	**$ 147**	**$ 152**	**$ 156**	**$ 161**	**$ 166**

Source: Hunden Partners

With private management, Hunden expects that overall revenue that comes into the building to be higher compared to current operations. From an expense perspective, staffing costs would be lower for a private entity, however, increases would be expected from advertising, repairs and maintenance and from the introduction of management fees and a likely reserve account. Hunden projects the result to be a slight elevation in net operating profit compared to the current operations.

Impact Summary & Comparison

- Private management is expected to be able to drive more impact to the City of Duncanville. **However, this is contingent on the agreement put in place and alignment of incentives for the operator selected.**
- A portion of the non-quantifiable community benefits of the local users that call the Fieldhouse home may be at risk.
- **Increased impact under a private management structure is not guaranteed;** it depends heavily on the quality of the selected team, their reputation, and the strength of the managerial staff assigned to the Fieldhouse.

30-Year Summary of Impacts
Duncanville Fieldhouse Current vs. Private Management

	Current	Private Mgmt.
Gross Spending	**(millions)**	**(millions)**
Direct	$263	$355
Indirect	$97	$133
Induced	$78	$106
Total	**$439**	**$594**
Gross Earnings	**(millions)**	**(millions)**
From Direct	$17	$23
From Indirect	$6	$8
From Induced	$5	$7
Total	**$28**	**$38**
Gross FTEs	**(Peak)**	**(Peak)**
From Direct	11	15
From Indirect	2	3
From Induced	2	3
Total	**16**	**21**
Gross Tax Impact	**(millions)**	**(millions)**
City Sales Tax (2%)	$4.6	$5.9
City Hotel Tax (7%)	$2.2	$4.2
Total	**$6.8**	**$10.1**

Source: Hunden Partners

Path Forward – Pros & Cons

Current Operations

Pros

- The facility is affordable while fulfilling a vital need in the local community
- Management is well-regarded and has successfully generated revenue from underutilized assets

Cons

- The City bears the financial burden of maintenance & major capital expenditures
- The facility lacks a structured sales and marketing strategy

Third-Party Management Group

Pros

- A competitive bid process can be structured to require third-party investment in the facility
- Opportunity to attract larger tournaments, increasing revenue and profitability

Cons

- Local users may face displacement or higher costs due to event scheduling and pricing changes
- The City will likely remain responsible for ongoing facility maintenance costs

Privatize & Release City from Ownership

Pros

- Generates property tax revenue, contributing to the local economy
- Reduces the City's financial burden by transferring responsibility to a third party

Cons

- Risk of shifting priorities from community benefits to profits-driven operations
- Loss of public control, with potential for resale or facility closure

hunden partners

213 W. INSTITUTE PLACE,
SUITE 707, CHICAGO, IL 60610

312.643.2500

WWW.HUNDEN.COM

Hunden Strategic Partners is a full-service real estate development advisory practice specializing in destination assets.

With professionals in Chicago, San Diego, Indianapolis and Minneapolis, Hunden provides a variety of services for all stages of destination development in:

- Real Estate Market & Financial Feasibility
- Economic, Fiscal & Employment Impact Analysis (Cost/Benefit)
- Organizational Development
- Public Incentive Analysis
- Economic and Tourism Policy/Legislation Consulting
- Research & Statistical Analysis
- Developer Solicitation & Selection

The firm and its principal have performed more than 1,000 studies over the past 20 years, with more than $20 billion in built, successful projects.

02

Economic, Demographic & Tourism Analysis

Economic, Demographic & Tourism Summary

Local market area characteristics, such as population, demographics, a diversified economy, access, and attractions, influence the potential demand for tourism developments and the attractiveness of an area to visitors or groups. For sports tourism specifically, it is crucial to examine the market's accessibility through air travel and drive time. The easier these modes of transport are for families, the better the opportunity Duncanville will have to attract larger tournaments.

Accessibility

The Duncanville fieldhouse sits directly adjacent to US-67, which connects to Interstate 20. This location provides strong connectivity to Dallas, Fort Worth, and other regional areas with large population tracts. Additionally, the Fieldhouse is easily accessible from both the Dallas Fort Worth International Airport and Dallas Love Field Domestic Airport.

Robust Drive-In Market

The area within a three-hour drive from Duncanville encompasses almost 15 million people. This reach includes major cities like Austin and the greater Dallas-Fort Worth area. This expansive reach offers a valuable opportunity for the Duncanville Fieldhouse to attract larger regional tournaments.

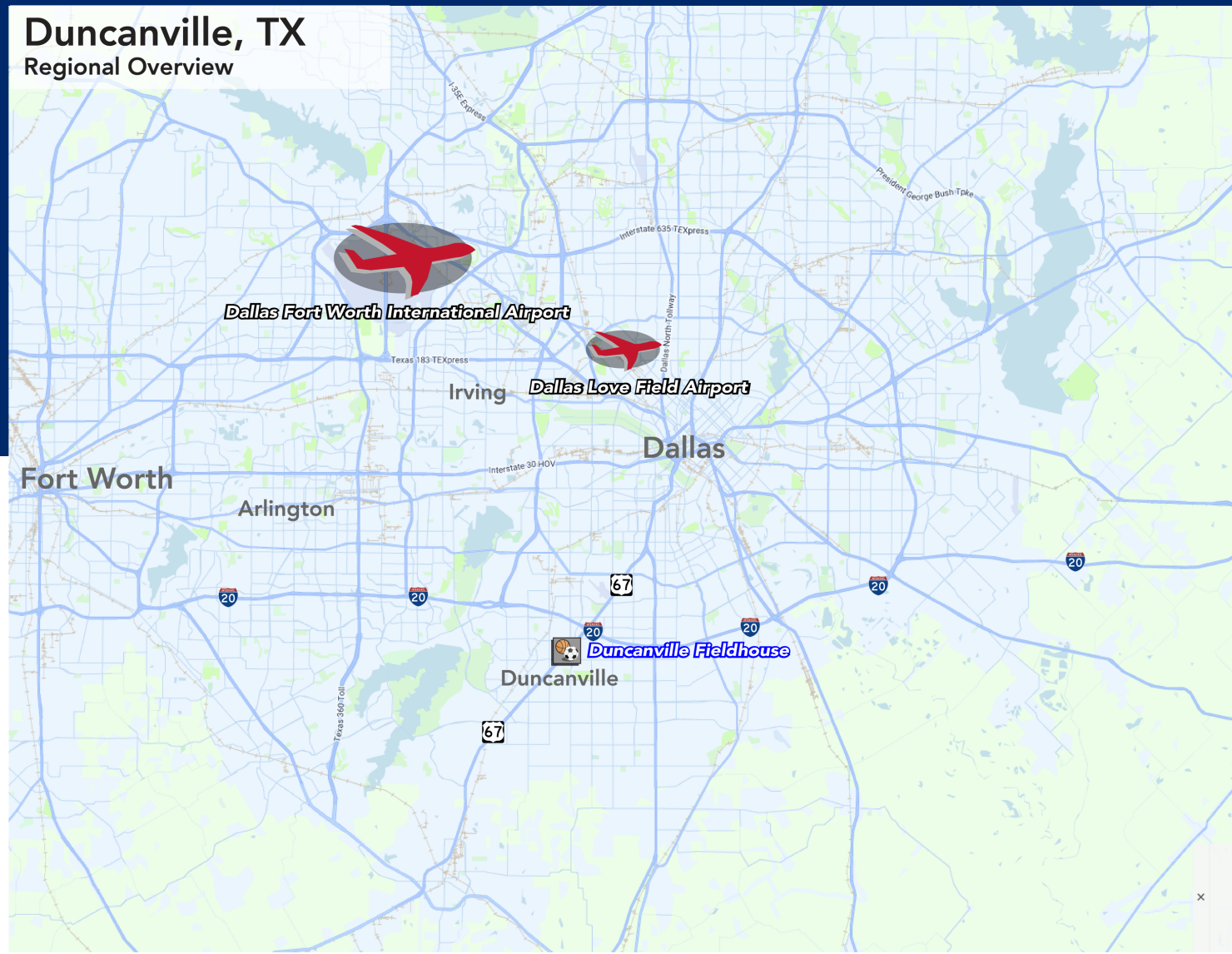
Local Demographics

Although the immediate area demographics suggest a lower propensity to spend on youth sports, there is an opportunity to attract regional visitors from higher income areas in the growing MSA. The facility has effectively kept costs affordable for local use and now has an opportunity to better balance affordability with enhanced revenue generation.

Regional Overview

Duncanville is approximately 15 miles southwest of Dallas and is a part of the Dallas-Fort Worth (DFW) Metroplex. Duncanville resides in Dallas County, the second most populous county in Texas and 8th in the United States. The proximity to Dallas and surrounding communities makes it a strong destination for regional sports tourism.

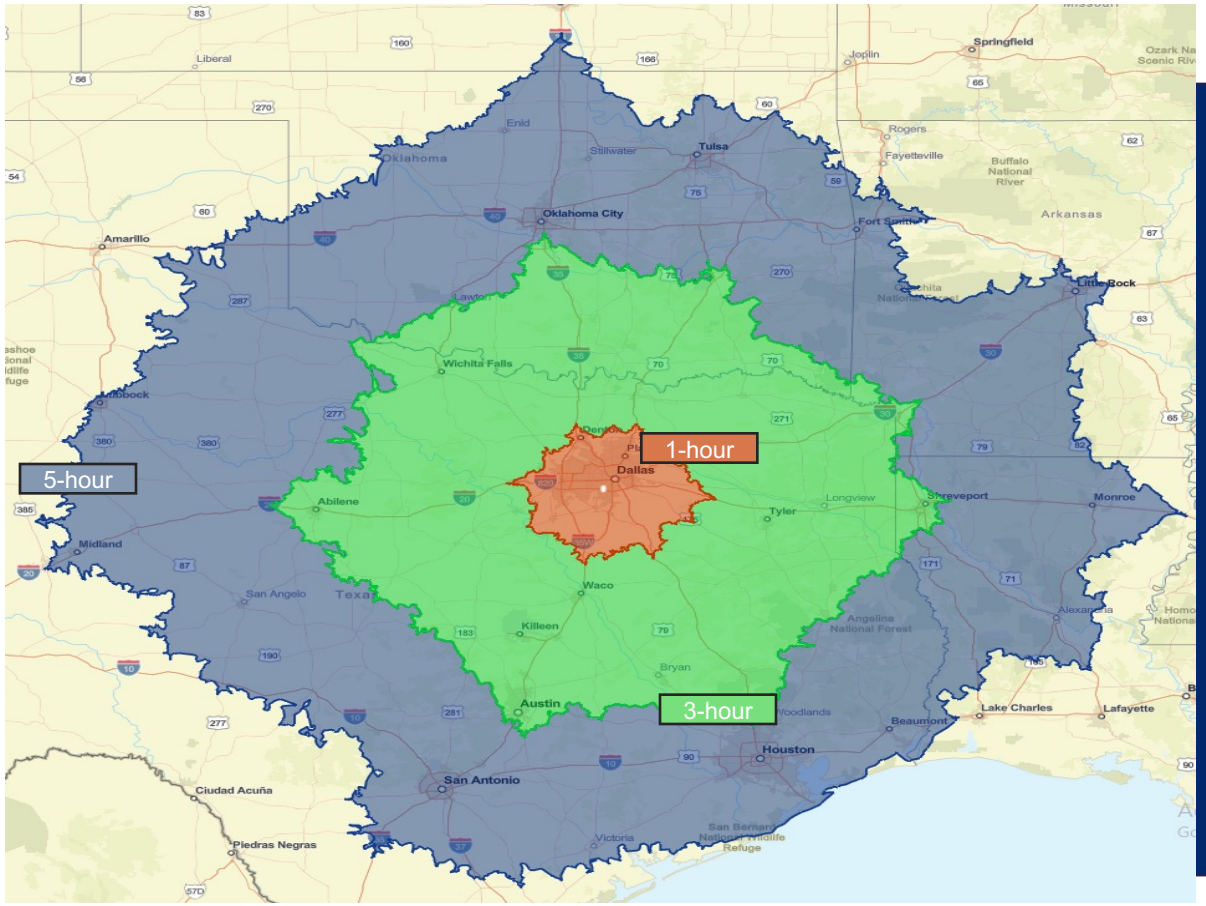
- Major highways that serve Duncanville include Highway 67 and Interstate 20, which provide easy access to many major highways throughout the state of Texas.
- Dallas-Fort Worth International Airport (DFW), 27 miles away, and Dallas Love Field (DAL), 20 miles away, are both located north and northeast of Duncanville.



Regional Drive Times

Within a three hour-drive of Duncanville, there are more than 14.9 million people, which captures large metropolitan areas such as Austin, Dallas, and Fort Worth. The capturable population increases to more than 32 million people within a five-hour drive time as cities like Houston, San Antonio, and Oklahoma City are also included.

A significant population within reasonable driving distance can position the facility to effectively capture regional tournament demand.



Estimated Drive-Time Statistics from Duncanville (2024)

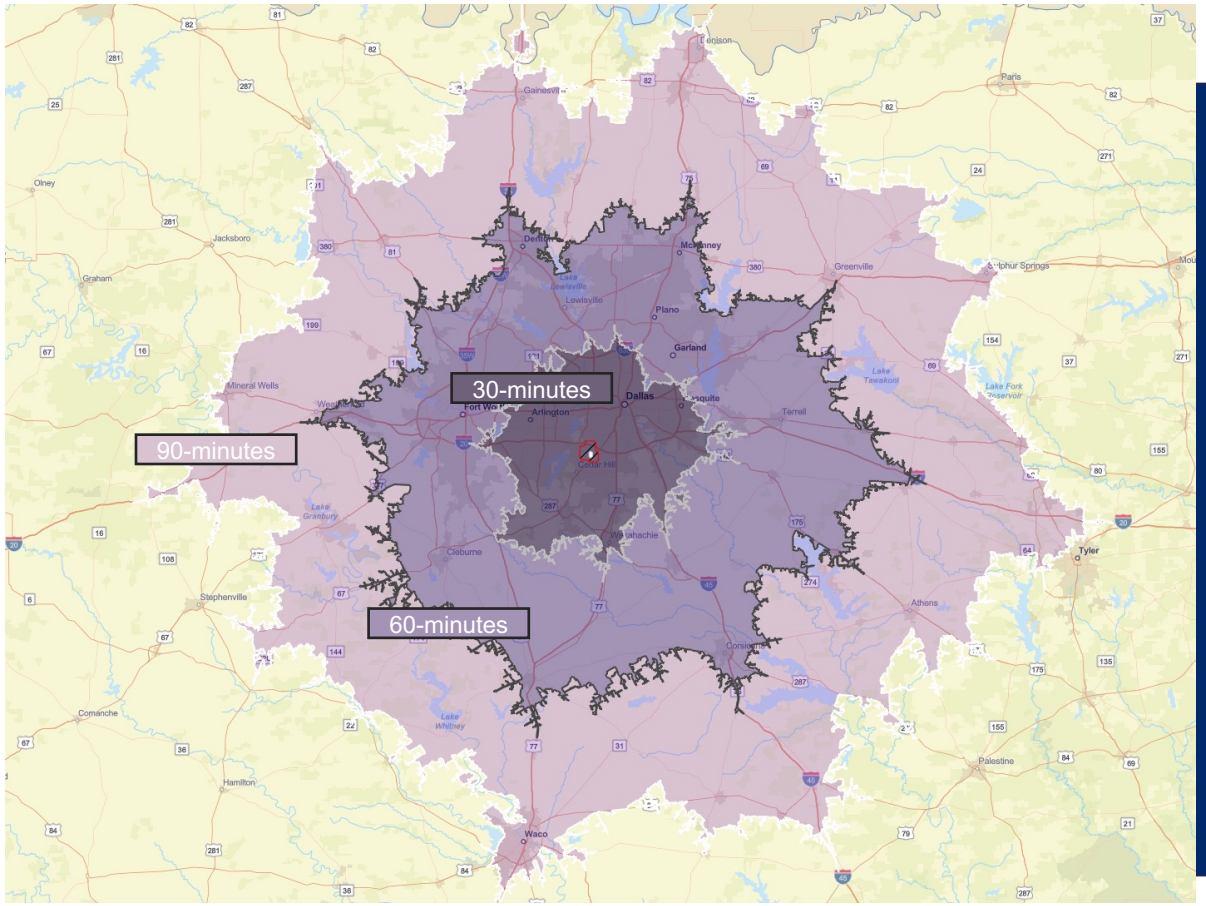
	1-Hour	3-Hour	5-Hour
Population	7,824,996	14,991,924	32,810,541
Households	2,846,550	5,602,531	12,224,179
Median Household Income	$88,071	$80,444	$76,049
Median Home Value	$369,649	$335,313	$293,786
Median Age	36.0	36.5	36.9

Source: ESRI

Local Drive Times

With a population of nearly 3 million people within 30-minutes of the Duncanville Fieldhouse, there is a strong opportunity to capture local visitors. This metric increases to more than 9 million people as the radius expands to a 90-minute drive time.

Duncanville has the potential to attract larger regional tournaments while also benefiting from a strong local population base, creating opportunities for the Fieldhouse to drive demand for leagues.



Estimated Drive-Time Statistics from Duncanville Fieldhouse (2024)

	30-Minute	60-Minute	90-Minute
Population	2,738,430	7,789,915	9,010,061
Households	1,012,878	2,833,328	3,288,655
Median Household Income	$73,556	$88,038	$85,776
Median Home Value	$316,942	$369,577	$359,033
Median Age	34.7	35.9	36.4

Source: ESRI

Key Demographic Statistics

Duncanville's population increased marginally from 2010 to 2024 and is projected to decline through 2029. Over the same period, the Dallas-Ft Worth MSA population increased by nearly 30 percent.

Median household income and median value of owner-occupied housing units are lower in Duncanville than in the rest of the county, state, and country. Lower incomes and home values may indicate that families in the area may have less discretionary income to spend on youth sports. However, this highlights the opportunity to attract regional visitors from higher income areas.

Population and Growth Rates

	Population				Percent Change
	2010	2020	2024	2029 Projected	2010 - 2024
United States	308,745,538	331,449,281	338,440,954	344,873,411	9.6%
Texas	25,145,558	29,145,505	30,857,478	32,581,174	22.7%
Dallas - Ft Worth MSA	6,366,547	7,637,387	8,195,415	8,811,074	28.7%
Dallas County, TX	2,370,373	2,613,539	2,653,596	2,704,483	11.9%
Duncanville	38,530	40,706	39,412	38,179	2.3%

Source: U.S. Census Bureau

Income, Spending and Other Demographic Data

Category	United States	Texas	Dallas County	Duncanville
Homeownership rate, 2019-22	65.0%	62.6%	50.8%	65.3%
Median value of owner-occupied housing units, 2019-23	$303,400	$260,400	$277,900	$239,200
Persons per household, 2019-23	2.54	2.70	2.65	2.96
Median household income, 2019-23	$78,538	$76,292	$74,149	$71,381
Persons below poverty level, percent	11.1%	13.7%	13.8%	9.9%

Source: U.S. Census Bureau

Employment

The adjacent table displays the largest employers in Dallas by the number of employees in 2024. UT Southwestern Medical Center employed 28,817 employees. Four of the top ten employers were in the healthcare sector, which demonstrates the city's significant presence in the medical field.

As of 2023, the Dallas-Fort Worth MSA was home to 23 Fortune 500 company headquarters and 49 Fortune 1000 headquarters. The city continues to attract new corporations that now consider it their home, which can be attributed to the robust workforce and favorable business environment.

Although not included in the top-ten list of employers by employee count, AT&T is notably headquartered in downtown Dallas with nearly 6,000 employees.

Dallas County Area Major Employers

Company Name	Industry	Number of Employees
UT Southwestern Medical Center	Healthcare	28,817
Dallas Independent School District	Education	23,271
City of Dallas	Government	16,000
Southwest Airlines Co	Commercial Airline	14,618
Parkland Health & Hospital System	Healthcare	13,000
Medical City Dallas	Healthcare	10974
Dallas County Community College	Education	8230
Texas Instruments Inc	Semiconductors	7,722
Dallas County	Government	6,500
Methodist Dallas Medical Center	Healthcare	6,452

Source: City of Dallas Economic Development

Education

In Duncanville, nearly 32 percent of residents have obtained a degree from a higher educational institution. This is 13 percent lower than the national average of 44.9 percent, and approximately 11 percent lower than the rest of Dallas County.

The adjacent table highlights the 10 closest colleges and Universities in relation to the Duncanville Fieldhouse. Dallas Baptist University is the nearest institution to the Fieldhouse, just 7.3 miles away. The largest of these are Dallas College, University of Texas at Arlington, and Southern Methodist University.

Educational Attainment - 2023

Population Age 25+	United States	Texas	Dallas County	Duncanville
Did Not Complete High School	10.3%	13.7%	17.5%	18.3%
Completed High School	25.9%	24.2%	22.3%	28.6%
Some College	18.9%	19.8%	17.2%	21.2%
Completed Associate Degree	8.8%	8.1%	6.6%	8.2%
Completed Bachelor Degree	21.8%	21.6%	22.0%	15.0%
Completed Graduate Degree	14.3%	12.6%	14.4%	8.7%

Source: U.S. Census Bureau

Regional Colleges & Universities

Institution	Location	Distance from Site	Highest Degree Offered	Enrollment
Dallas Baptist University	Dallas	7.3 miles	Doctorate	4,201
Paul Quinn College	Dallas	9.6 miles	Masters	602
University of North Texas at Dallas	Dallas	9.6 miles	Doctorate	3,797
Dallas College	Dallas	11.8 miles	Bachelors	66,592
Dallas Theological Seminary	Dallas	13.5 miles	Doctorate	2,612
Criswell College	Dallas	13.8 miles	Masters	156
University of Dallas	Irving	15.0 miles	Doctorate	2,182
The University of Texas at Arlington	Arlington	15.2 miles	Doctorate	43,992
Arlington Baptist University	Arlington	15.6 miles	Masters	276
Southern Methodist University	Dallas	16.1 miles	Doctorate	11,842
Total				**136,252**

Source: National Center for Education Statistics

Regional Air Access

Duncanville is best served by the airports of Dallas/Fort Worth International Airport (DFW) and Dallas Love Field (DAL). DFW and DAL are 26.8 miles and 19.5 miles from the project site, respectively. For larger tournaments requiring air-travel, the Duncanville Fieldhouse is well positioned in the Metroplex for easy access.

Among all US Airports, DFW was the second busiest airport in terms of total enplaned passengers in 2024, in which it served 38.8 million passengers. The airport serves 27 different passenger airlines offering 193 domestic and 67 international nonstop destinations. DAL served nearly 16 million total passengers in 2024.

Regional Airport Passenger Traffic

	Dallas Fort Worth International (DFW)			Dallas Love Field (DAL)		
Year	Enplanements	Deplanements	Total Passengers	Enplanements	Deplanements	Total Passengers
2019	35,770,570	35,837,438	71,608,008	8,068,752	8,085,072	16,153,824
2020	18,595,640	18,677,181	37,272,821	3,772,590	3,793,475	7,566,065
2021	30,000,592	30,100,734	60,101,326	6,459,483	6,481,574	12,941,057
2022	35,329,966	35,379,791	70,709,757	7,756,791	7,766,769	15,523,560
2023	39,226,359	39,350,114	78,576,473	8,454,181	8,483,456	16,937,637
2024	38,755,134	38,919,013	77,674,147	7,826,117	7,858,837	15,684,954
Average	**32,946,377**	**33,044,045**	**65,990,422**	**7,056,319**	**7,078,197**	**14,134,516**

Source: Bureau of Transportation Statistics

Local Tourism Overview

The table below represents the most visited attractions within the Duncanville area, sorted by the total number of visits in 2024. Duncanville's most visited attractions include different asset types like shopping centers, public parks, and recreational facilities. The Duncanville Fieldhouse is the third-most visited attraction on the list, which highlights the facility's ability to draw in visitors and create economic impact. With shopping centers as the two most visited assets, there is an opportunity to expand the current offerings to better serve the visitors and enhance the community.

Duncanville Area Most Visited Attractions - 2024

Rank	Name	2024 Visits	2024 Visitors	Visit Frequency	Type of Attraction
1	Shops at Waterview Park	918,300	191,100	4.81	Shopping Center
2	The Shops at RedBird	899,300	332,900	2.70	Shopping Center
3	Duncanville Fieldhouse	325,300	88,600	3.67	Sports Complex
4	Harrington Park	264,400	61,900	4.27	Park
5	Lakeside Park	231,500	73,200	3.16	Park
6	Armstrong Park	228,300	78,700	2.90	Park
7	Duncanville Public Library	147,300	67,900	2.17	Library
8	Red Bird Lanes	90,700	32,500	2.79	Bowling Alley
9	Redbird Skateland	77,500	48,600	1.59	Skating Rink

Source: Placer.ai

Visitation numbers are estimates based off of geo-fencing data

Implications

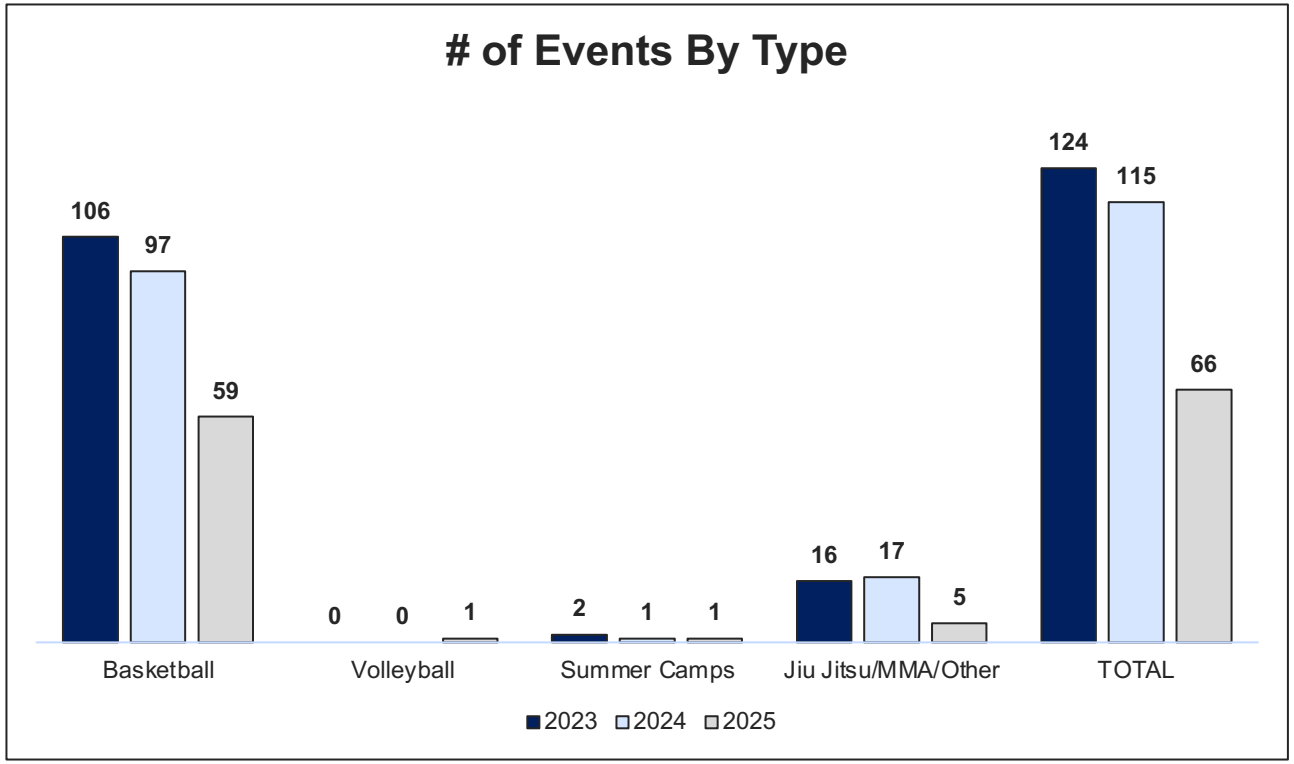
- The proximity to major highways and airports positions the Duncanville Fieldhouse to attract regional tournaments.
- The local and regional population bases provide the fieldhouse with significant opportunities to capitalize on the capturable markets.
- Families in the area may have less discretionary income to spend on youth sports which highlights the opportunity to attract regional visitors from higher income areas but also demonstrates the facility's ability to serve as a community asset.

03

Historical Performance Analysis

Event Overview and Attendance Trends

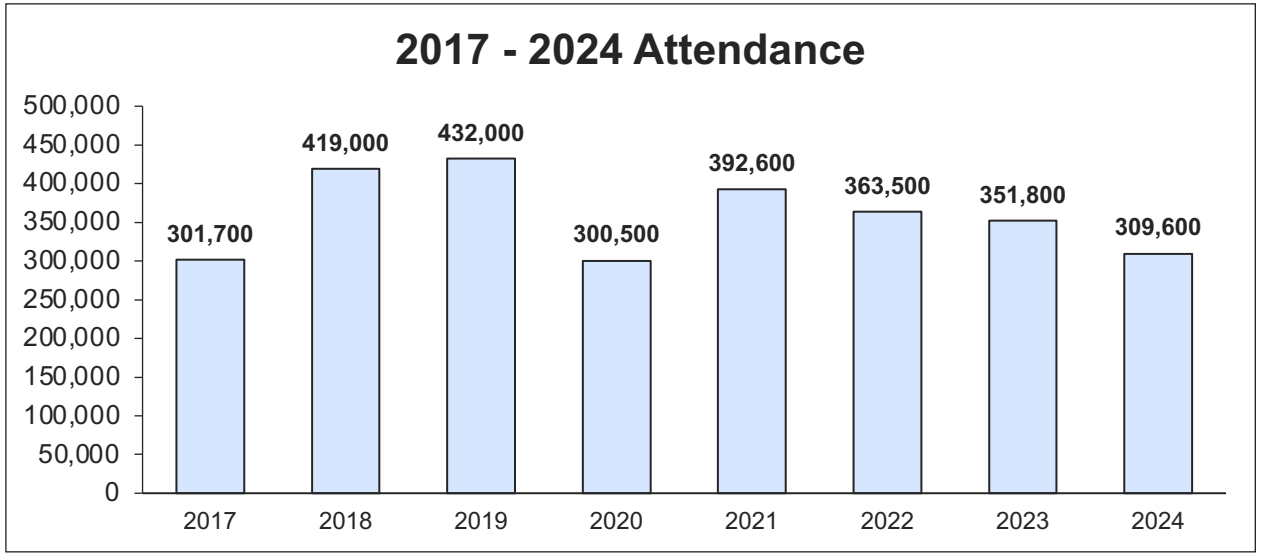
- **Strong Weekend Demand:** The facility operated at near full capacity, hosting events for **48 out of 52 weekends in 2023** and **47 weekends in 2024.**
- **Basketball Dominance & Growth Potential:** Basketball remains the **primary driver of events,** with **opportunities to expand summer camps, volleyball, and other programming.**
- **Regional Draw & Economic Impact:** Many tournaments attract players traveling over two hours, leading to increased hotel stays and local economic benefits.
- **Weekday Growth Opportunity:** MMA and Jiu-Jitsu events present an opportunity to fill **early-to-mid-week** openings on the calendar.



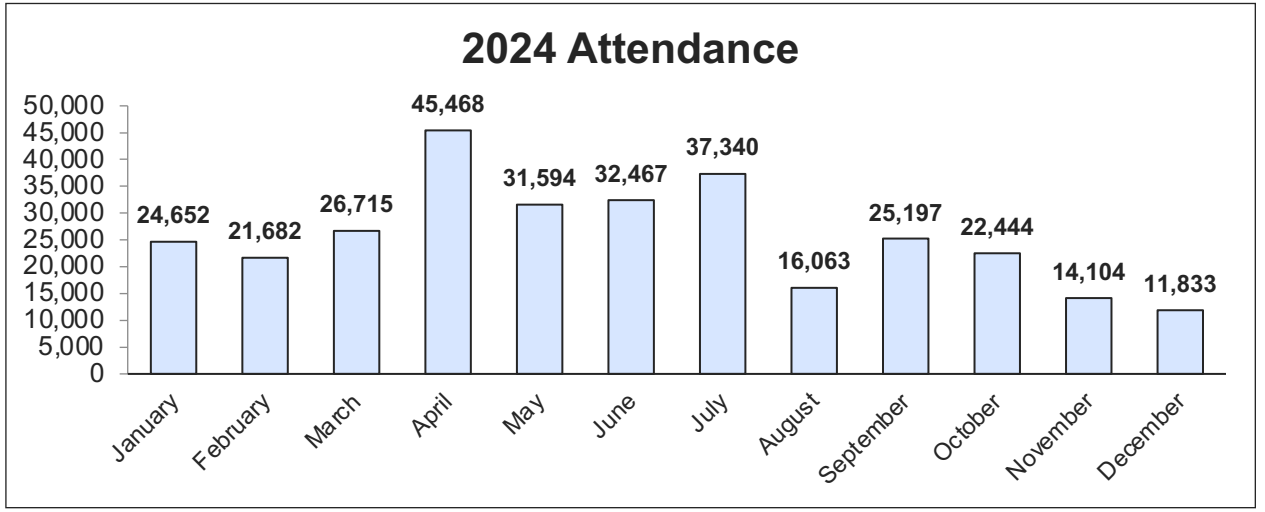
[1] 2023 data is current as of 11/10/23, 2024 data as of 10/6/24, and 2025 data as of 1/28/25
[2] Only confirmed events as of the respective dates are included in the dataset

Event Overview and Attendance Trends

- **Decline in Attendance:** Various factors contribute to the slow decline in performance including quality of playing surfaces, safety concerns, among others.
- **Seasonal Attendance Patters:** Visitation **peaks in summer (April-July)** as students are out of school and **AAU basketball is in full swing**, while **late fall through winter sees a decline** as youth return to school and event demand softens.
- **The core peak months (spring and summer) remain strong**, indicating that the facility still attracts demand during key times of the year.
- Enhanced **marketing strategies** and **stronger security measures** will be essential in **rebuilding parent confidence** and **boosting summer camp attendance.**



Source: Placer.ai



Source: Placer.ai

Revenue & Expense Analysis

Duncanville Fieldhouse Financial Analysis: City-Provided & Audited Financials (2023 – 2024)

These financials cover the fiscal years 2023 and 2024 (October 1 – September 30).

- The expense increases from 2023 to 2024 can be largely attributed to an increase in part-time salaries for FY 2024 and added retirement expenses in 2024.
- The debt service on the Fieldhouse is paid off as of February 2025, eliminating the $500K+ annual liability previously covered by the EDC.

	2023	2024	Change
Operating Revenues:			
Charges for Services	$1,333,573	$1,341,851	$8,278
Miscellaneous	$115,870	$110,902	$(4,968)
Total Revenues:	*$1,449,443*	*$1,452,753*	*$3,310*
Operating Expenses:			
Fieldhouse Expenses	$(1,338,359)	$(1,467,524)	$(129,165)
Depreciation	$(295,522)	$(294,725)	$797
Retirement	$3,285	$(98,327)	$(101,610)
Total Expenses:	*$(1,630,595)*	*$(1,860,576)*	*$(229,981)*
Net Operating Income:	**$(181,152)**	**$(407,823)**	**$(226,671)**
Transfer from EDC Fund	$533,775	$538,625	$4,850
Other	$(86,074)	$19,028	$105,102
Income (Loss) before transfers	**$266,548**	**$149,829**	**$(116,719)**

Revenue & Expense Analysis (Cont'd)

Duncanville Fieldhouse Financial Analysis: City-Provided & Audited Financials (2023 – 2024)

- **Depreciation is a non-cash, non-operating expense** and should not be included above the line, as it **distorts the facility's true operational performance.**
- **Retirement expenses consist of three components:** OPS TMRS, Pension Expense, and OPEB Expense. Pension and OPEB expenses are highly variable and influenced by multiple factors, making them difficult to forecast accurately [3].

Operating Expenses:	2023	2024
Fieldhouse Expenses	$(1,338,359)	$(1,467,524)
Depreciation	**$(295,522)**	**$(294,725)**
Retirement	**$3,285**	**$(98,327)**

	2023 [1]	2024 [2]
Net Operating Income:	$(181,152)	$(407,823)
Adjusted Net Operating Income:	**$92,169**	**$(44,938)**

[1] 2023 New Net Operating Income adds back $273,321 worth of depreciation and retirement expenses
[2] 2024 New Net Operating Income adds back $362,775 worth of depreciation and retirement expenses
[3] Per guidance from the City's Assistant Director of Fiscal Services, Pension Expense and OPEB Expense should be disregarded going forward.

Hunden's Analysis of Duncanville Fieldhouse Income and Expenses

Hunden conducted a detailed review of the facility's financials and identified key opportunities and strengths:

Expanding In-House League Programming: Facilities with well-executed in-house league programs generate up to $800K annually, compared to Duncanville Fieldhouse's current $40K. Expanding league offerings presents a major revenue opportunity, particularly for mid-week visitation.

Effective Monetization of Underutilized Spaces: The facility has successfully generated over $100K annually from leasing underutilized spaces such as meeting and equipment rooms, contributing to top-line revenue. While many comparable facilities rent event and miscellaneous spaces hourly ($100 per hour or $600 per day), these revenue streams tend to be inconsistent. Instead, Duncanville's strategy of securing year-long leases has provided a more stable and reliable source of income.

Strong Food & Beverage Performance with Room for Margin Improvement: Over the past two years, food and beverage operations have been profitable, averaging $215K in annual profit. However, the facility's revenue-to-expense margin has been 49%, notably higher than the industry standard of 30-35%. Partnering with local, low-cost vendors and expanding healthy and diverse food options could help lower costs, improve margins, and drive greater profitability.

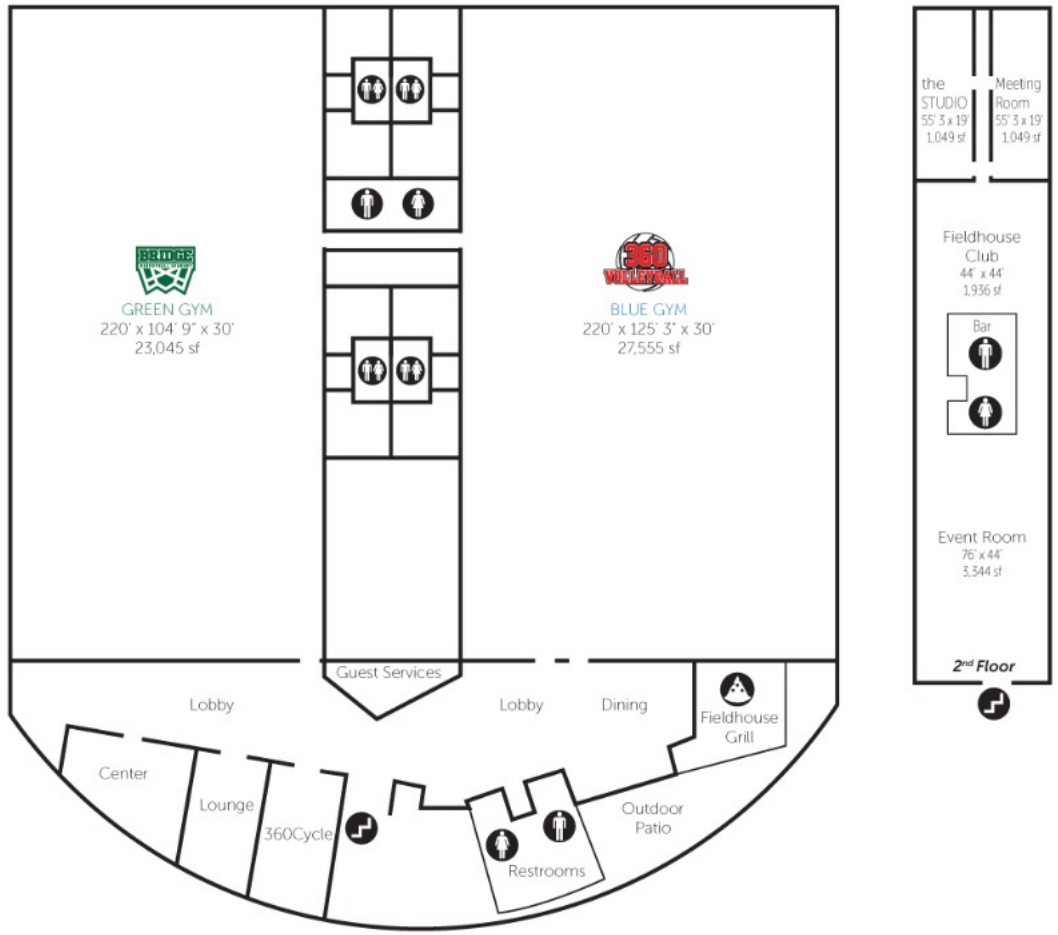
Competitive Court Rental Pricing: The facility currently operates at a strong market rate, with limited opportunity for price increases due to the highly competitive landscape.

Sponsorship and Naming Rights Strategy: While competitors tend to pursue large-scale, long-term sponsorship deals, Duncanville's approach of offering smaller branding opportunities has proven effective. The facility generates approximately $90K annually while also providing valuable marketing exposure for small local organizations, strengthening community ties.

By addressing these opportunities, particularly expanding in-house leagues, optimizing food and beverage margins, and continuing to monetize underutilized spaces, Duncanville Fieldhouse can further enhance revenue generation and long-term financial sustainability.

Operational Constraints

- **Facility Limitations:** The Duncanville Fieldhouse operates with only six courts, restricting its ability to host large-scale tournaments requiring eight or more courts.
- **Operational Staffing Challenges:** The facility is currently staffed by only two full-time employees, creating operational constraints that limit its capacity to manage and execute larger events efficiently. The lack of additional full-time personnel hinders growth and the ability to expand programming.
- **Competitive Market Pressures:** The regional sports facility market is highly competitive, with multiple venues vying for the same tournaments and events. Larger facilities with 8+ courts have a competitive edge in attracting major tournaments, forcing Duncanville Fieldhouse to share events with other venues instead of securing them exclusively.
- **Missed Revenue Opportunities:** Due to facility limitations, Duncanville Fieldhouse is unable to fully capitalize on the economic impact of large tournaments. The need to partner with other venues for major events leads to lost revenue potential, as teams and attendees disperse their spending across multiple locations rather than centralizing it at Duncanville. Additionally, there is significant opportunity to expand into volleyball, among other sports, and to develop in-house leagues that could drive mid-week visitation, further boosting revenue.



Facility Performance Implications

While the Duncanville Fieldhouse is a valuable community asset with strong weekend demand and regional economic impact, it faces operational constraints and market competition that limit its revenue potential. Without significant facility expansion and increased staffing, it is unlikely that any operator will transform the venue into a highly profitable facility. Strategic marketing, security improvements, and targeted event expansion will be necessary to drive future success.

Break-Even Facility: Given current constraints, the Duncanville fieldhouse facility operates as a near break-even facility. Regardless of the operator, the size and structure of the facility make it unlikely to generate substantial profit.

Strong Weekend Demand, But Capacity Limits Growth:

- The facility is near full capacity on weekends, hosting events for 48 out of 52 weekends in 2023 and 47 weekends in 2024.
- However, with only six courts, it is unlikely that the facility can sufficiently accommodate large-scale tournaments (125+ teams), forcing organizers to book additional venues, limiting revenue potential.

Competitive Market Challenges:

- Significant regional sports facility development has increased competition for tournaments.
- Larger venues with 8+ courts are better positioned to attract and retain premier events.

Economic Impact: The facility draws regional tournaments, bringing in visitors who contribute to the local economy through hotel stays and spending.

Future Sustainability Considerations:

- As of February 2025, the facility's debt is fully paid off, removing a significant financial burden.
- There are no immediate plans for additional EDC funding to the Fieldhouse.

04

Local & Regional Sports Facilities Analysis

Local Facility Analysis

Local Indoor Sports Facility Supply

Hunden analyzed relevant local indoor sports facilities in Duncanville, DeSoto, and Cedar Hill to understand the immediate surrounding supply and visitation of indoor sports complexes.

The adjacent table outlines nine indoor facilities and their visitation data from 2024. These facilities generated nearly 90,000 visits on average.

Most local indoor facilities have limited offerings compared to the Duncanville Fieldhouse and attract predominantly local visitors. There is an opportunity to partner with these facilities and host larger tournaments that attract a long-distance client base.

City of Duncanville - Indoor Sports Facility Supply

Facility Name	Distance from Project Site	2024 Visits	2024 Visitors	% of Visits Over 25 Miles	% of Visits Over 100 Miles	Basketball	Volleyball	Indoor Turf
Duncanville Recreation Center	1.6	29,900	5,300	3.7%	–	1	2	-
Soccer Plaza	1.8	–	–	–	–	-	-	2
Duncanville High School	3.6	–	–	–	–	3	6	-
Cedar Hill High School	4.2	–	–	–	–	2	4	-
Jesse Owens Memorial Athletic Complex	4.9	143,000	124,500	8.9%	3.6%	1	2	-
Cedar Hill Recreation Center	5.0	165,500	35,800	5.1%	1.8%	1	2	-
DeSoto High School	5.0	–	–	–	–	1	2	-
DeSoto Recreation Center	5.1	51,400	14,900	10.1%	3.1%	1	2	-
Trinity Basin Preparatory Athletic Complex	6.1	40,800	18,700	22.5%	10.3%	3	6	-
***Average*/Total**	***4.14***	***86,120***	***39,840***	***10.1%***	***4.7%***	**13**	**26**	**2**
Duncanville Fieldhouse	**–**	**325,300**	**88,600**	**34%**	**14%**	**6**	**10**	**-**

"–" denotes insufficient or sensitive data

Source: Placer.ai & Various Sources

* Attendance data is filtered by all visit durations

Local Sports Facility Supply

Duncanville Recreation Center

29,900 2024 Visits / NA 100+ Miles

The Duncanville Recreation Center was built in 2000 and is attached to the public library. It features a double gym, game room, many fitness amenities including a full workout room, table games, and meeting space.

Cedar Hill Recreation Center

165,500 2024 Visits / 1.8% 100+ Miles

The Cedar Hill Recreation Center is approximately five miles southwest of the Duncanville Fieldhouse, in Cedar Hill. The facility includes two basketball courts as well as 5,400 square feet of meeting space.

DeSoto Recreation Center

51,400 2024 Visits / 3.1% 100+ Miles

Located roughly five miles southeast of the Duncanville Fieldhouse, the DeSoto Recreation offers comparable amenities as the other recreation centers in the area. DeSoto has broken ground on a 74,000 square foot Aquatic and Recreation Center which will feature multiple pools, a gym and fitness center.

Duncanville High School

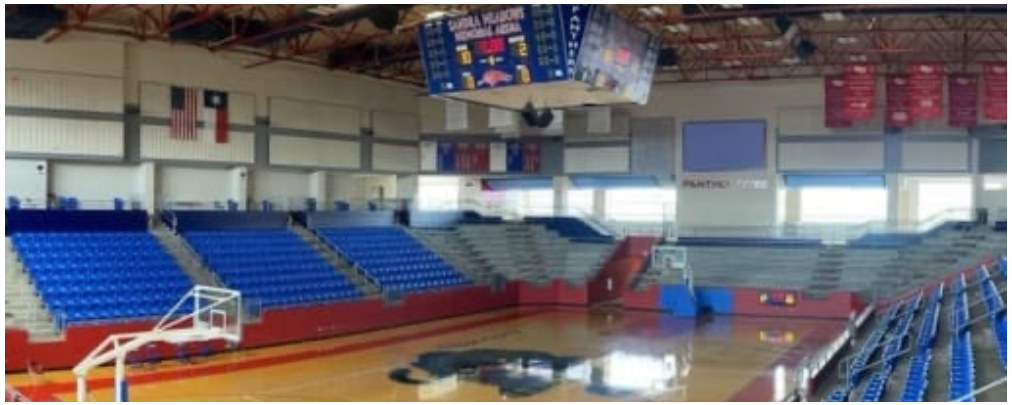
Sports Features:

- 10,000-seat football stadium with adjacent grass practice fields
- Natatorium
- 2 baseball & softball fields
- 12 tennis courts
- 2,000 seat arena
- Two full size competition gyms

Notes:

The school has experienced notable success with athletics, especially among boys and girls' basketball, with each program numerous state championships. Furthermore, the Duncanville Panthers have achieved success at the state level in football, track and field, soccer, and other sports.

Duncanville, known as the ”City of Champions” , reflects the unique identity shaped by the high school’s athletic success.



Regional Facility Analysis

Relevant Indoor Sports Facility Supply

Hunden analyzed relevant indoor sports facilities in the Dallas-Fort Worth MSA, and surrounding areas to understand the supply, programming, and visitation of competitive indoor sports complexes.

The table outlines 15 relevant indoor facilities and their visitation data from 2024. On average, the set of regional indoor facilities generated nearly 400,000 visits for the year. Among these visits, 11.3 percent came from more than 100 miles, slightly less than the share of of long-distance visitors that the fieldhouse attracted.

Fieldhouse USA facilities attracted more visits than the rest of the set, however, these facilities experienced lower long-distance visitation and had more reoccurring visits, which indicates they cater to more local groups.

Relevant Indoor Sports Facility Supply

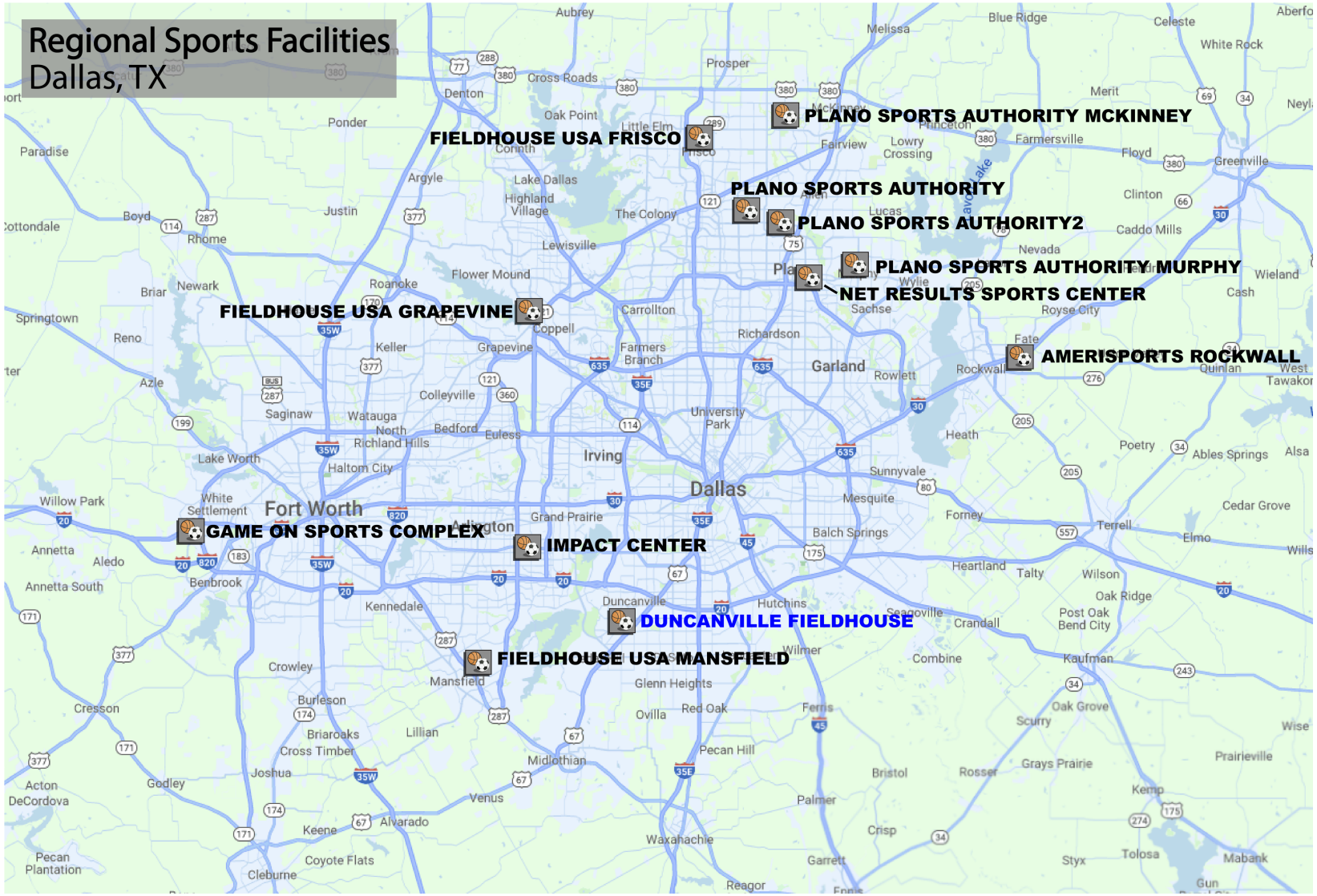
Facility Name	Location	Distance from Project Site	2024 Visits	2024 Visitors	2024 Visits Over 100 Miles	% of Visits Over 100 Miles	Basketball	Volleyball
Impact Center	Arlington, TX	14.6	–	–	–	–	4	4
Fieldhouse USA Mansfield	Mansfield, TX	14.9	726,000	164,800	67,600	9.3%	12	24
Fieldhouse USA Grapevine	Grapevine, TX	30.7	759,100	324,000	84,400	11.1%	9	9
Net Results Sports Center	Plano, TX	32.9	249,200	49,500	8,700	3.5%	-	9
Plano Sports Authority2	Plano, TX	36.2	274,000	83,400	23,300	8.5%	4	4
Plano Sports Authority	Plano, TX	36.9	466,200	86,600	11,000	2.4%	12	15
AmeriSports Rockwall	Rockwall, TX	37.8	261,500	49,000	23,700	9.1%	9	12
Plano Sports Authority Murphy	Murphy, TX	37.9	300,900	70,900	7,800	2.6%	8	8
Fieldhouse USA Frisco	Frisco, TX	41.3	758,000	129,300	66,800	8.8%	12	12
Game on Sports Complex	Fort Worth, TX	42.1	507,100	91,700	29,000	5.7%	6	12
Plano Sports Authority McKinney	McKinney, TX	46.0	398,100	86,800	19,500	4.9%	8	8
Round Rock Sports Center	Round Rock, TX	174.0	441,500	140,400	59,500	13.5%	6	12
Legends Event Center	Bryan, TX	174.0	457,300	166,200	111,000	24.3%	8	16
MI3 Center Houston	Houston, TX	225.0	140,700	49,300	20,500	14.6%	6	12
Mission Conception Sports Park	San Antonio, TX	272.0	179,500	70,100	26,400	14.7%	6	12
***Average*/Total**	–	***74.7***	***403,219***	***109,113***	***42,556***	***11.3%***	**110**	**169**
Duncanville Fieldhouse	**Duncanville, TX**	**–**	**325,300**	**88,600**	**46,400**	**14.3%**	**6**	**10**

Source: Placer.ai & Various Sources

* Attendance data is filtered by all visit durations

Regional Sports Facilities Map

The adjacent map highlights the location of relevant indoor sports facilities in the Dallas Fort Worth Metroplex. There is a large concentration of indoor facilities on the north side of Dallas.



Round Rock Sports Complex, Legends Event Center, MI3 Center, and Mission Concepcion Sports Complex not pictured.

Fieldhouse USA

FieldhouseUSA Frisco

Location: Frisco, Texas

Sports Features:

- 12 basketball courts
- 24 volleyball courts
- Indoor soccer/football turf

Notes:

The Fieldhouse USA facility in Frisco, Texas, is a 144,000-square-foot facility located 30 miles from Downtown Dallas. The facility caters to youth and adult basketball and volleyball tournaments and recreation play. The facility has 12 full-sized hardwood basketball courts as well as indoor turf.

FieldhouseUSA Mansfield

Location: Mansfield, Texas

Sports Features:

- 8 basketball courts
- 16 volleyball courts

Notes:

The Fieldhouse USA facility in Mansfield, Texas, is located 30 miles from downtown Dallas and features eight hardwood basketball courts which configure into 16 volleyball courts. The facility offers year-round leagues, training programs, and camps. The courts are available for rent by the public or tournament play.

FieldhouseUSA Grapevine

Location: Grapevine, Texas

Sports Features:

- 9 basketball courts
- 18 volleyball courts

Notes:

The Fieldhouse USA facility in Grapevine, Texas, is located 26 miles from downtown Dallas and features nine hardwood basketball, or 18 volleyball, courts. Similar to the other two facilities, Fieldhouse USA also offers year-round leagues, training programs, and camps. The courts are available for rent by the public or tournament play.

Round Rock Sports Center

Location: Round Rock, TX

Owner / Operator: City of Round Rock

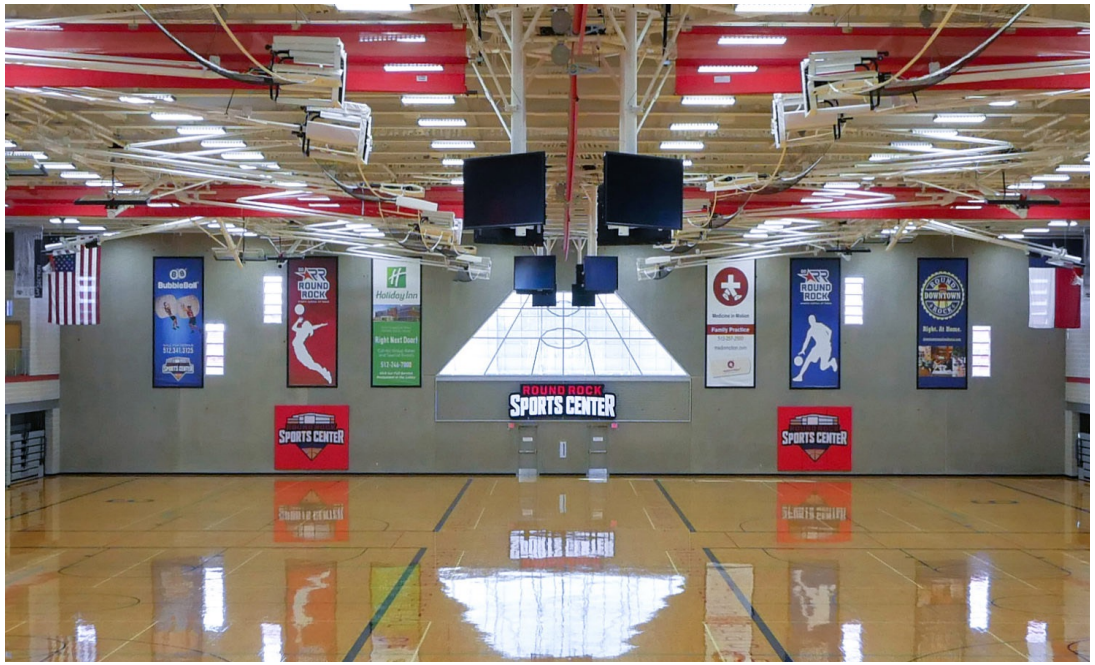
Opened / Cost: January 2014 / $15 million

Sports Features:

- Six high school basketball courts convertible into three NCAA basketball courts
- 12 high school volleyball courts
- Seating capacity for more than 1,400 spectators and total capacity of 3,053

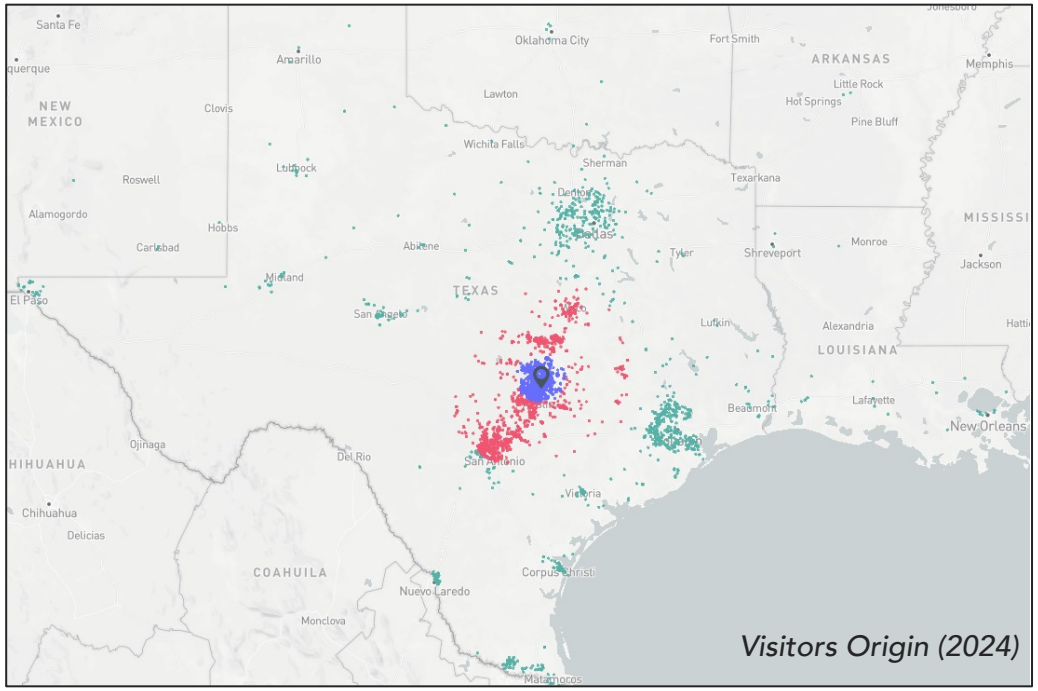
Notes:

Round Rock Sports Center is an 82,800-square-foot facility with 47,775 square feet of flexible, open, playable space. The facility is equipped to host numerous sporting events such as basketball, volleyball, table tennis, and wrestling as well as badminton, archery, fencing, cheer/dance, gymnastics, and darts. Onsite amenities include, full concession operation, locker rooms, a training room, LED scoreboards, and spectator areas. Outside of sports, the facility can host expos, meetings, speakers, and concerts.



Round Rock Sports Center Visitation

Round Rock Sports Center attracted approximately 482,000 visitors in 2024. Local visitation accounted for two-thirds of the total visits to the facility. Regional and long-distance visitation was concentrated primarily around Saturdays and Sundays and had a greater concentration of visitation from January to July. The increase of long-distance visitation on weekends indicates the facility is likely hosting many tournaments.

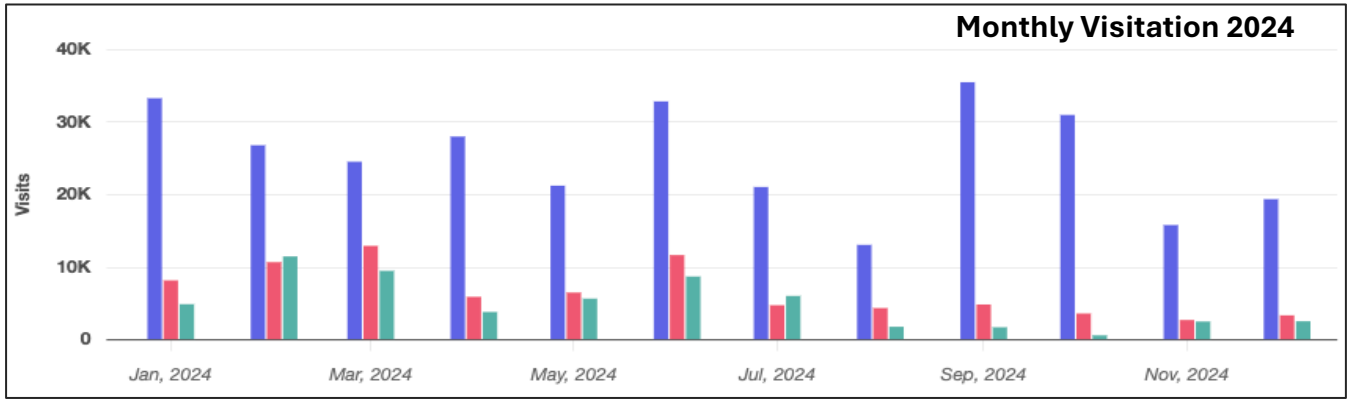


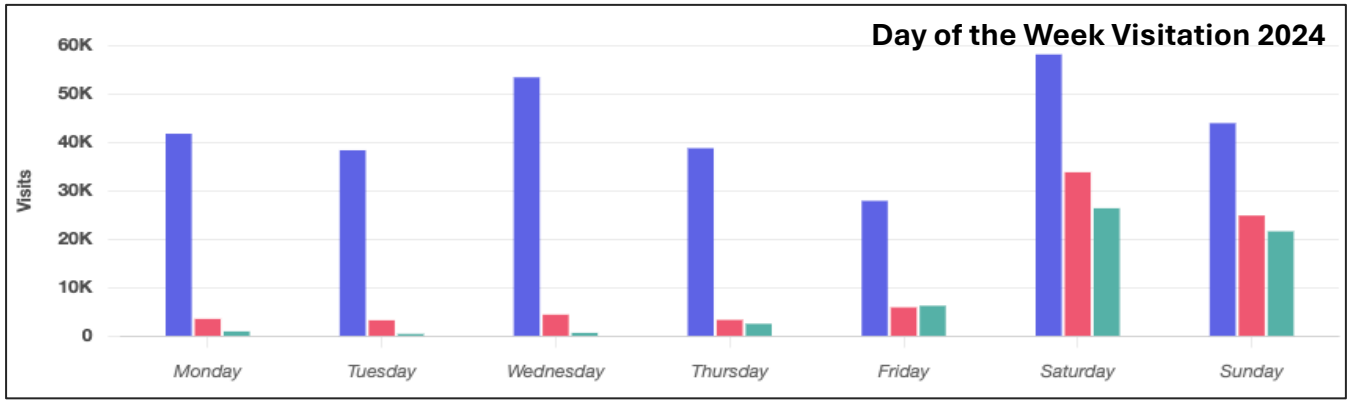
Visitors Origin (2024)

Round Rock Sports Center - Round Rock, TX
January 1, 2024 - December 31, 2024

Visitor Origins by Distance from Site (Colors correspond to charts & maps)	Total Visits: Est. Number of Visits	Total Visits: Percent of Total Visits	Total Unique Visitors: Est. Number of Visitors	Total Unique Visitors: Percent of Total Visitors	Avg. Visits per Customer
Locals - Within 25 miles	302,500	68.5%	71,300	50.7%	4.24
Regional Distance - Over 25 miles & Less Than 100 miles	79,800	18.1%	36,100	25.7%	2.21
Long Distance only - Over 100 miles	59,500	13.5%	33,100	23.6%	1.80
Total Visits	441,800	100.0%	140,500	100.0%	2.75

Source: Placer.ai





AmeriSports Rockwall

Location: Rockwall, TX

Owner / Operator: Game On Sports Complex

Opened / Cost: 2016 / $6.5 million

Size: 66,000 square feet

Sports Features:

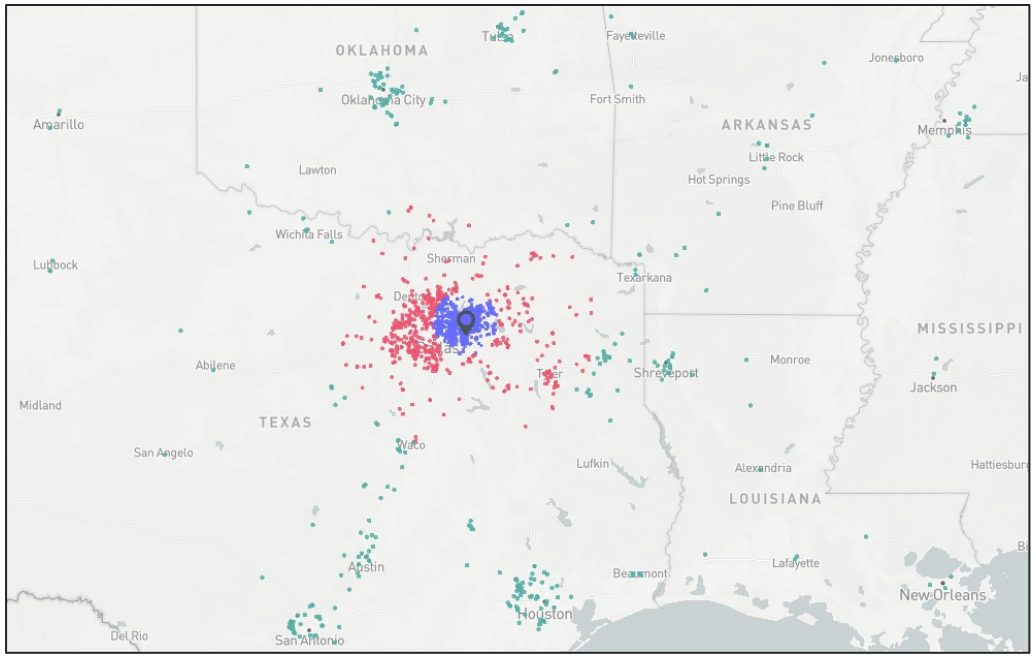
- Nine basketball courts convertible into:
  - 12 volleyball courts / 12 pickleball court
- 2 competitive cheer floors
- Multi-purpose team rooms and player's lounge
- Concession and coffee shop
- Athletic sports pro shop

Notes:

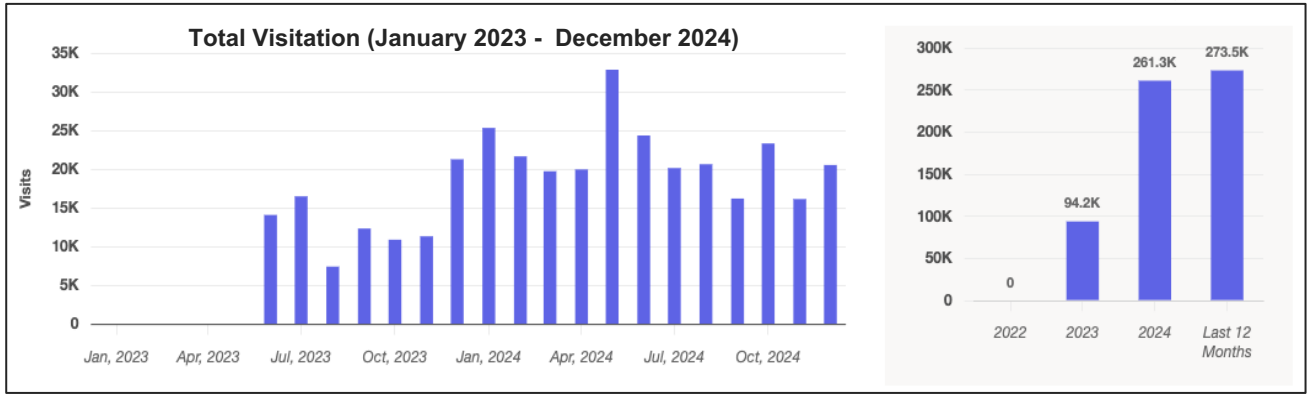
The hourly rental rate for a full basketball court, volleyball court, or pickleball court is $80 for peak days and times, or $40 for non-peak times Monday – Friday 9am to 4pm. These rentals can be used for team practice, private lessons, and team building.

AmeriSports Rockwall Visitation

AmeriSports Rockwall generated approximately 260,000 visits in 2024, with 79 percent of visits originating from those who traveled less than 25 miles. Both regional and long-distance visitors account for a mere 21 percent of total visitors. There is an uptick in regional and long-distance visitation on the weekends likely due to tournaments. The facility continues to capture youth sports demand in the Dallas and greater Texas market as it was built in 2023.



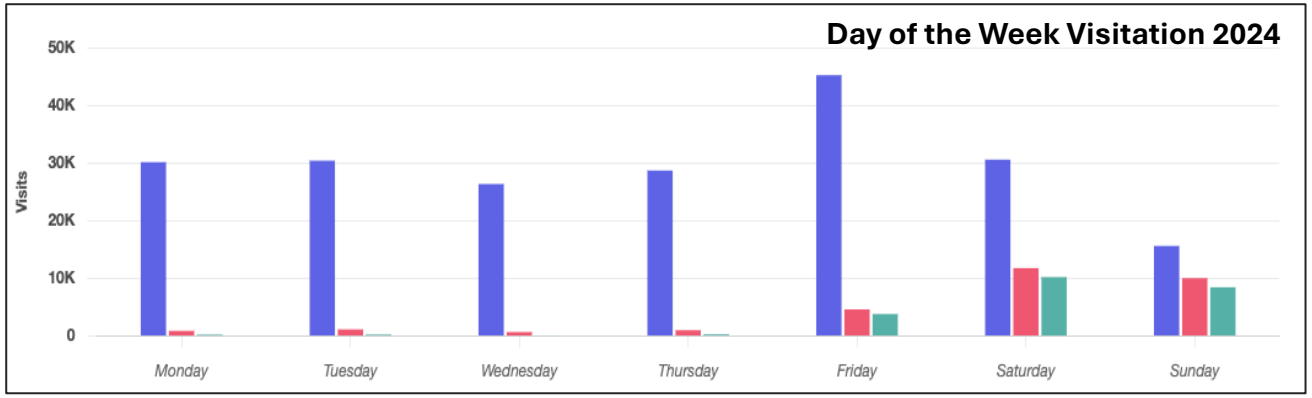
Annual Summary



AmeriSports Rockwall - Rockwall, TX
January 1, 2024 - December 31, 2024

Visitor Origins by Distance from Site (Colors correspond to charts & maps)	Total Visits Est. Number of Visits	Total Visits Percent of Total Visits	Total Unique Visitors Est. Number of Visitors	Total Unique Visitors Percent of Total Visitors	Avg. Visits per
Locals - Within 25 miles	207,300	79.3%	25,500	52.1%	8.13
Regional Distance - Over 25 miles & Less Than 100 miles	30,500	11.7%	12,900	26.4%	2.36
Long Distance only - Over 100 miles	23,700	9.1%	10,500	21.5%	2.26
Total Visits	261,500	100.0%	48,900	100.0%	4.25

Source: Placer.ai



Game On Sports Complex

Location: Fort Worth, TX

Owner / Operator: Game On Sports Complex

Opened / Cost: 2016 / $6.5 million

Size: 87,600 square feet

Sports Features:

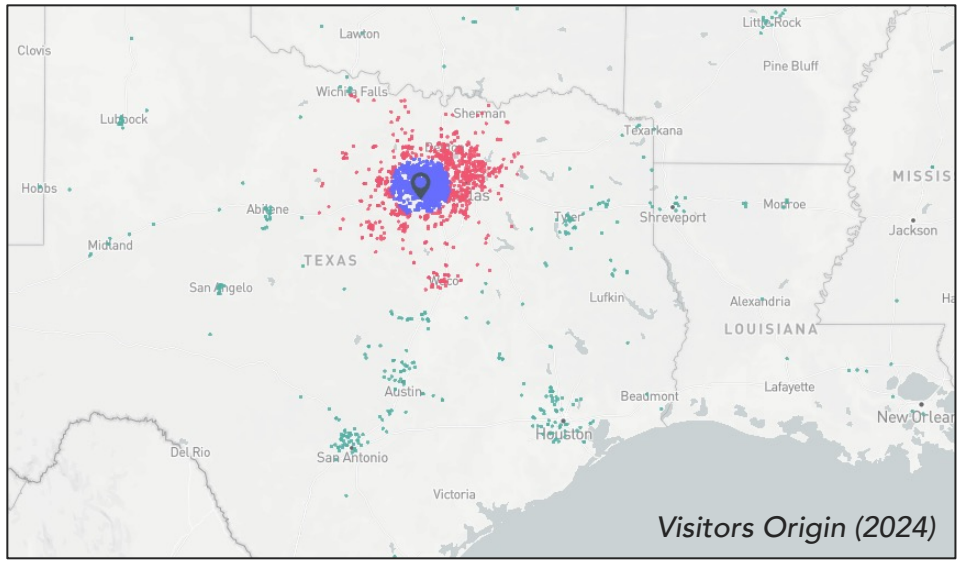
- Six hardwood basketball courts convertible into twelve volleyball courts
- Eight outdoor volleyball courts
- Seven batting cages
- An 11,000 square foot APEC performance training space with a 75-yard track, and a 25-by-40 artificial turf field.
- 18 Pickleball Courts

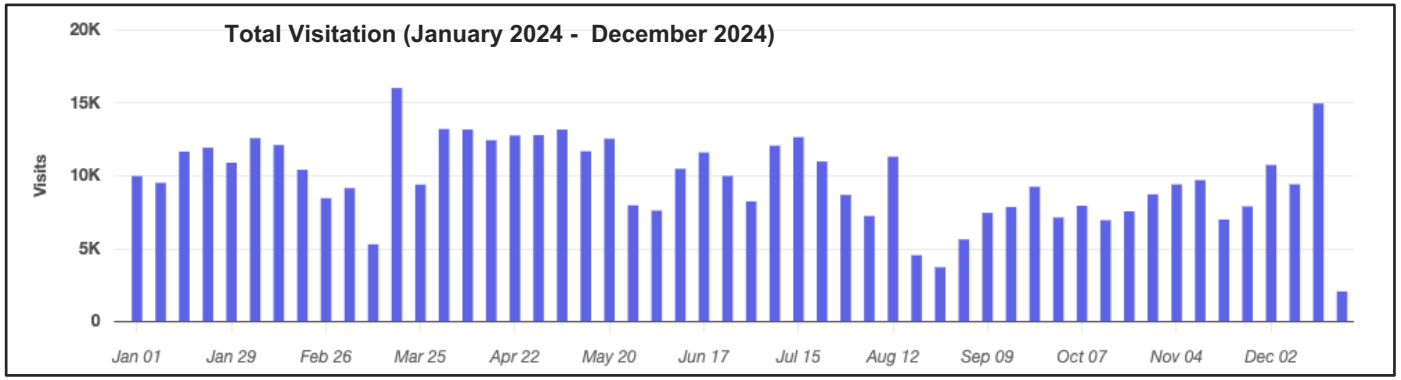
Notes:

The hourly rental rate for a full basketball court with two baskets is $85, while a court with six baskets is $100. During peak hours, the rate increases to $120. Volleyball court rentals start at $60 per hour, which rises to $75 during peak times.

Game On Sports Complex Visitation

Game On Sports Complex attracted more than 500,000 visits in 2024, with the majority of these coming from the local area. This is consistent with Game On Sports Complex's operational model to prioritize leagues over tournaments. Only about 6 percent of visits came from long distance visitors. 13 percent of visits came from all between 25 and 100 miles away, which highlights the facility's capture of visitors from the Dallas.



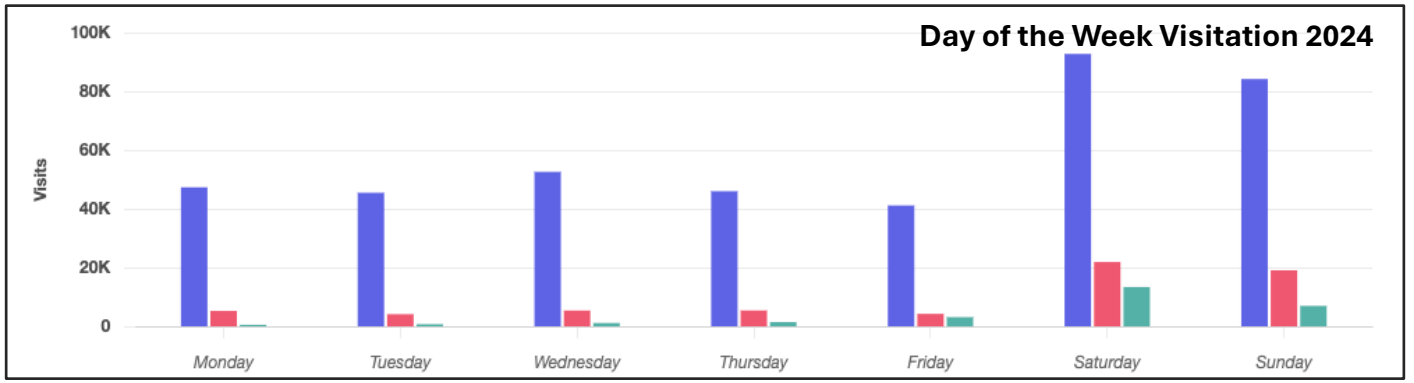


Game On Sports Complex - Total Visitation

January 1, 2024 - December 31, 2024

Visitor Origins by Distance from Stadium (Colors correspond to charts & maps)	Total Visits: Est. Number of Visits	Total Visits: Percent of Total Visits	Total Unique Visitors: Est. Number of Visitors	Total Unique Visitors: Percent of Total Visitors	Avg. Visits per Customer
Locals - Within 25 miles	410,600	81.0%	53,900	18.6%	7.62
Regional Distance - Over 25 miles & Less Than 100 miles	67,100	13.2%	220,000	76.0%	0.31
Long Distance - Over 100+ miles	29,100	5.7%	15,400	5.3%	1.89
Total Visits	506,800	100.0%	289,300	100.0%	1.75

Source: Placer.ai



Legends Event Center

Location: Bryan, TX

Owner / Operator: City of Bryan / Sports Facilities Companies

Opened / Cost: 2022 / $41 million

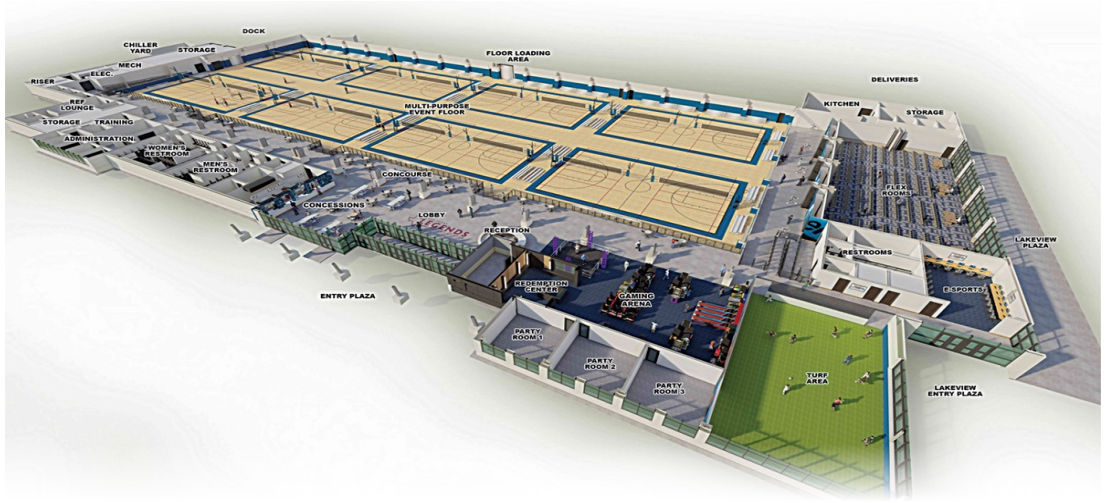
Sports Features:

- Eight basketball courts
- 16 indoor volleyball courts & four outdoor sand volleyball courts
- Turf field for special programming and training

Notes:

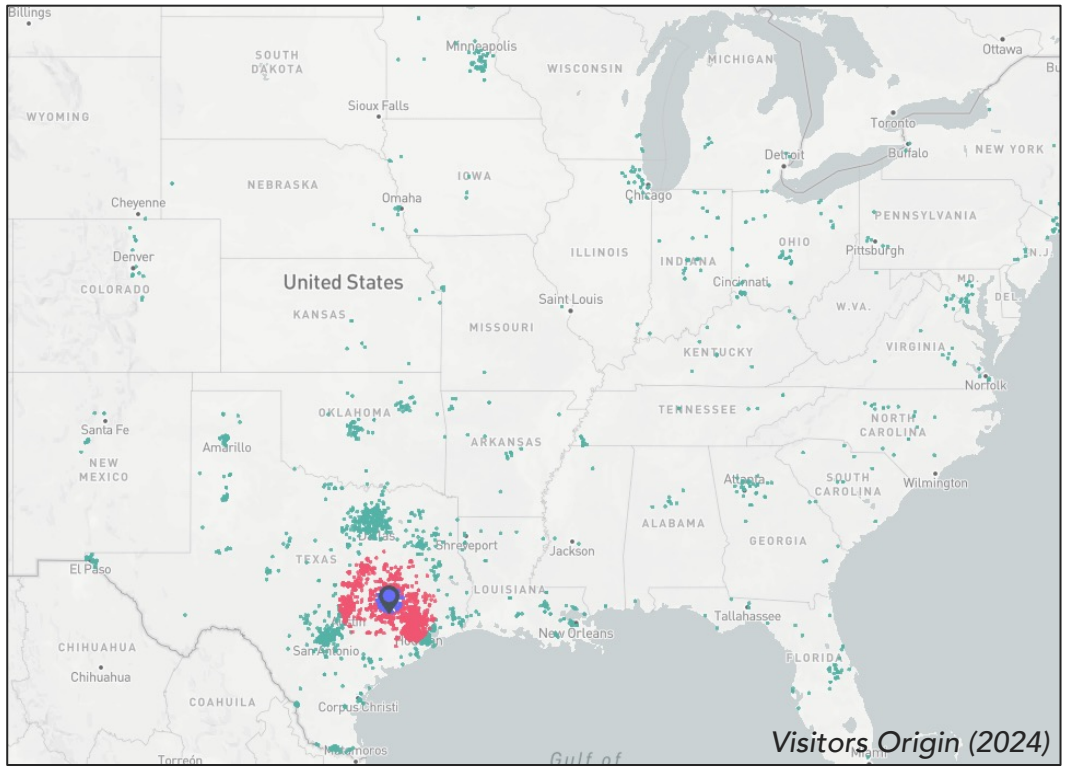
Legends Event Center is a 122,000-square-foot facility that opened in December 2022. It includes, outside of the sports courts, a 5,500-square-foot banquet room, concessions, a kitchen, a turf area, and a gaming arena and e-sports lounge. The complex hosts a variety of local/regional tournaments, leagues, camps, clinics, practices, trade shows, markets, and other special events.

The center is a part of a larger master plan to improve the economic vitality of Bryan, serving the community not only through local sports availability, but also through significant economic impact.



Legends Event Center Visitation

In 2024, Legends Event Center attracted more than 457,000 visitors; nearly 51 percent of its total visitation came from regional and long-distance visitors. As indicated through the daily analysis, tournaments are major contributors to Friday-Sunday visitation from regional and long-distance visitors. Long-distance visitors primarily came from Dallas and San Antonio in addition having a concentration of visits from Oklahoma City, New Orleans, Atlanta, Chicago, and Minneapolis.

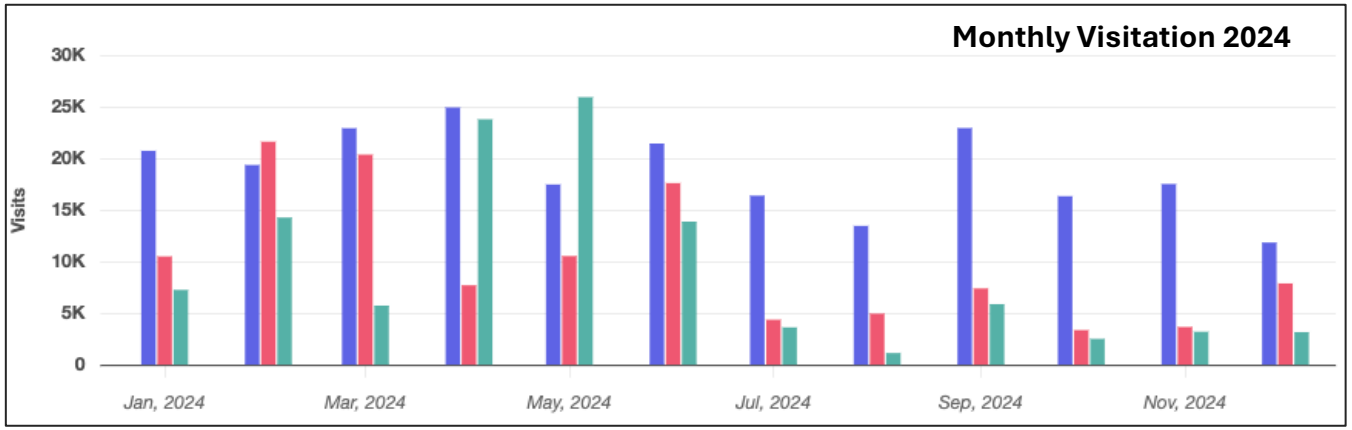


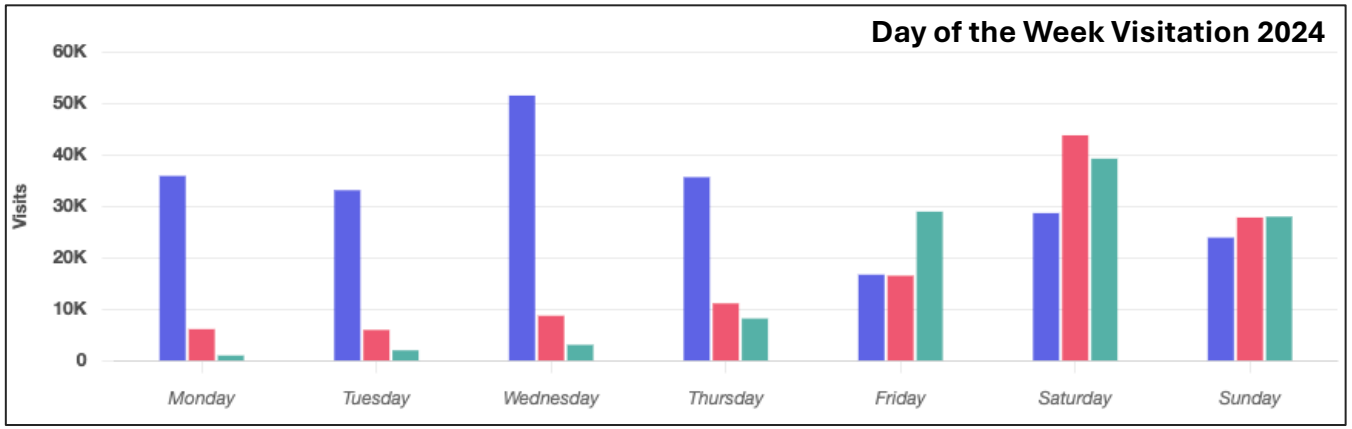
Visitors Origin (2024)

Legends Event Center - Bryan, TX
January 1, 2024 - December 31, 2024

Visitor Origins by Distance from Site (Colors correspond to charts & maps)	Total Visits: Est. Number of Visits	Total Visits: Percent of Total Visits	Total Unique Visitors: Est. Number of Visitors	Total Unique Visitors: Percent of Total Visitors	Avg. Visits per Customer
Locals - Within 25 miles	225,800	49.4%	56,300	33.9%	4.01
Regional Distance - Over 25 miles & Less Than 100 miles	120,600	26.4%	55,700	33.5%	2.17
Long Distance only - Over 100 miles	111,000	24.3%	54,200	32.6%	2.05
Total Visits	**457,400**	**100.0%**	**166,200**	**100.0%**	**2.74**

Source: Placer.ai





Fieldhouse USA Mansfield

Location: Mansfield, TX

Owner / Operator: City of Mansfield / Fieldhouse USA

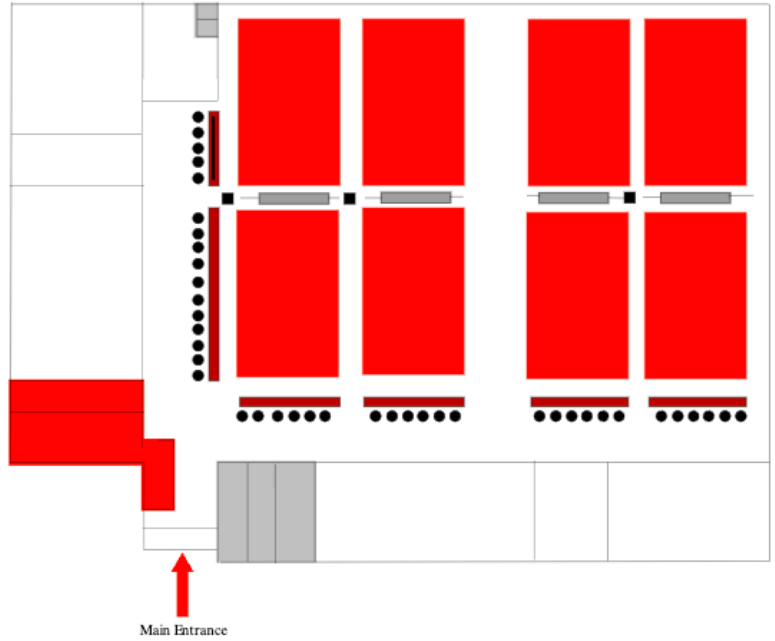
Opened / Cost: 2016 / $14 million

Sports Features:

- Eight basketball courts
- 12 volleyball courts

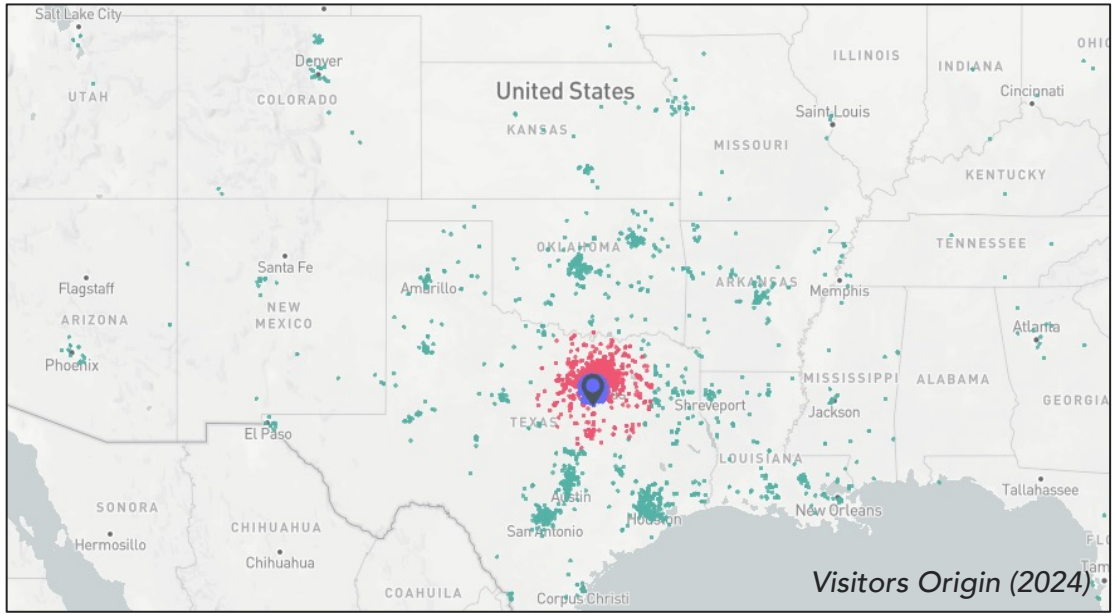
Notes:

The 110,000-square-foot facility offers a variety of sporting activities and skill levels, specializing in year-round leagues, events, and tournaments for basketball, volleyball, flag football, and futsal. Additional programs offered include all-sports camps, birthday parties, boot camps, cheerleading, club volleyball, corporate events, lock-ins, performance and skills training, taekwondo, and tumbling. Outside of its utilization for tournaments, leagues, or events, the general public can also rent the facilities.



Fieldhouse USA Mansfield Visitation

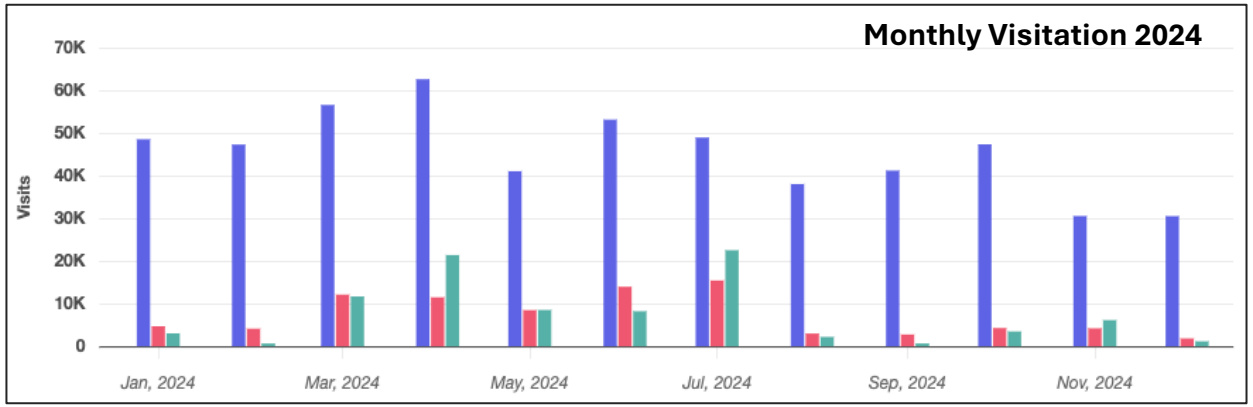
Fieldhouse USA Mansfield generated approximately 727,000 visits in 2024, most of which were concentrated on the local demographic with 75 percent visits coming from within 25 miles. Regional and long-distance visitation was miniscule throughout the week but had an uptick on weekends showcasing the facility's ability to host tournaments. These tournaments drew visitors from across the state with a concentration of visits from San Antonio, Austin, and Houston in addition to Oklahoma City, New Orleans, Denver, Little Rock, and Tulsa.

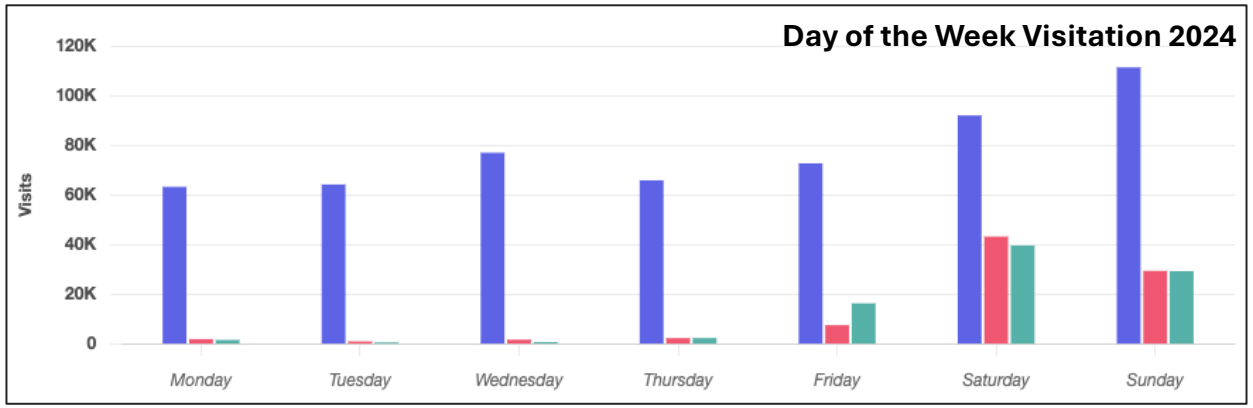


Fieldhouse USA Mansfield - Mansfield, TX
January 1, 2024 - December 31, 2024

Visitor Origins by Distance from Site (Colors correspond to charts & maps)	Total Visits: Est. Number of Visits	Total Visits: Percent of Total Visits	Total Unique Visitors: Est. Number of Visitors	Total Unique Visitors: Percent of Total Visitors	Avg. Visits per Customer
Locals - Within 25 miles	546,900	75.2%	91,800	55.7%	5.96
Regional Distance - Over 25 miles & Less Than 100 miles	88,300	12.1%	32,200	19.5%	2.74
Long Distance only - Over 100 miles	91,600	12.6%	40,800	24.8%	2.25
Total Visits	726,800	100.0%	164,800	100.0%	3.65

Source: Placer.ai





05

Tournament Opportunity Analysis

Sports Tourism Destination & Operational Success Factors

To capitalize on the opportunities created by youth and amateur sports tourism activities as described previously, The Sports Facilities Advisory (SFA) highlights several destination and operational success factors that are important in the industry today.

Destination Factors

- **High Quality, Large Facilities and Assets.** The success of youth and amateur sports tourism starts with facilities. With the proliferation of competitive destination facilities, amenity quality is increasingly important as well as the number of spaces available to host teams, participants, and spectators. Additionally, supporting amenities like food & beverage services, entertainment options, etc., create a competitive advantage for facilities that feature them.
- **Variety of Lodging, Dining, and Entertainment Options.** Outside of the facility, decisions related to attendance at events are often influenced in part by the lodging, dining, and entertainment options in the market. For players and teams traveling regularly, the availability of known brands and affordable options is often important. **For players and teams traveling infrequently or for families opting to create a vacation around a tournament, access to unique and exciting lodging, dining, and entertainment is critical.**
- **Desirable Competition.** A primary reason to travel for tournaments and events is to compete against unfamiliar teams. Tournaments that feature a mix of teams from a large geographic range with a well-defined competitive-level structure are best able to draw teams and to bring them back year after year.
- **Affordability.** Affordability continues to present a top concern among coaches, parents, and participants as they decide which events to attend and how many times to travel. The increase in the number of competitive events and the expansion of traditional seasons has created a need to be cost conscious when selecting events.
- **Reputation of Destination. Establishing and maintaining a reputation as a great place to visit is a critical factor of attracting and retaining events and participants.**

Sports Tourism Destination & Operational Success Factors

Operational Success Factors

- **Program-Driven Design.** In today's climate where new special-purpose sports tourism facilities are opened regularly across the country, facilities must be built and operated to create a best-in-class experience for visitors. To successfully attract, host, and retain events and participants, the facility's design must embrace event operations and participant satisfaction.
- **Dedicated Marketing & Business Development Personnel/Budget.** With so many communities and facilities seeking to capture a portion of the sports tourism industry, it is imperative to dedicate people and money to marketing and selling opportunities. While the recommended organization structure and budget varies significantly from location to location, all successful destinations maintain a level of dedicated personnel and money to secure business.
- **Dedicated Management.** Similar to dedicated marketing and sales resources for a facility, successful venues have a dedicated and specialized management team to ensure protection of the facility's investment, and to affirm that the reputation within the industry is built and maintained.
- **Collaboration.** The youth and amateur sports tourism industry consists of a variety of existing destinations and events across activities, levels of competition, governing bodies, rules of play, etc. The increasingly sophisticated industry now features an environment in which it is often difficult to build new events and attract visitors to events that are not already established. This necessitates collaboration with tournament and events rights holders to attract existing events, working with existing facilities to include events that demand greater capacity, and maximizing visitation and economic impact during a facility's early years of operations.
- **Owner, Member, and Community Buy-In.** Sustainable facilities often feature a balance of tournaments/events and local leagues, camps, clinics, etc. To set expectations for achieving an optimal balance and to execute a well-rounded, sustainable business plan, the facility must educate all stakeholders and communicate the purpose as well as the schedule for tournaments and events on a regular and ongoing basis.

Game On Sports Interview Summary

Hunden interviewed the operations manager at Game On Sports to better understand their facility operations. Key takeaways are below:

In-House Leagues Drive Profitability:

- Prioritizes in-house leagues to fill the calendar, with tournaments and rentals serving as backfill
- This model is the primary revenue generator, ensuring steady, reliable cashflow.

Long-Term Relationship Building: It took 2-3 years to establish the relationships and contacrs necessary to run a successful in-house league program, demonstrating a commitment to sustainable growth.

Competitive DFW Landscape: The Dallas-Fort Worth area is highly competitive and overbuilt, with multiple facilities vying for the same tournament and business.

Seasonal Demand Trends: Winter is the busiest season due to high demand for in-house leagues, ensuring strong utilization when traditional tournament may slow down.

Operational Capacity & Team Structure: Supported by a dedicated team of roughly 12 full-time staff across two facilities, enabling efficient operations and program execution.

Diverse Facility Offerings & Revenue Flexibility:

- Offers a wide range of amenities (indoor bball courts, volleyball courts, pickleball courts, performance gym, beach volleyball, etc.) that enhance its ability to attract various events.
- Operates without city tax subsidies, allowing for a flexible approach in setting rates and partnering on flat fee models.

Dallas Showtyme Interview Summary

Hunden interviewed the head of Chris Davis to better understand their tournament operations. Key takeaways are below:

Strong Long-Term Relationship with Duncanville Fieldhouse:

- Has utilized the facility for over 10 years for tournaments and practices.
- Commends current management for honoring relationships and maintaining a reliable partnership.
- Views Duncanville as the “go-to” facility for basketball tournaments in the area.

Annual Large-Scale Tournament:

- Hosts one major event each year at Duncanville, drawing 130-140 teams from across Texas.
- Due to Duncanville’s court limitations, the tournament is split between two venues, including Trinity Basin Preparatory nearby.
- Supports the idea of expanding the facility to accommodate more teams under one roof.

Facility Operations & Rental Experience:

- Rental rates are competitive and in line with other facilities.
- No major issues with hotels, booking timelines, or accessibility.
- Security, court capacity, and overall quality are key factors in facility selection.

06

Sports Tourism Facilities: Case Studies

Case Studies Overview

The table presents a comparative analysis of national sports facility case studies, highlighting key metrics such as location, size, visitation, and management structure. In 2024, these facilities averaged **561,150 annual visits**, with **39.5 percent of visitors traveling over 50 miles**. Each facility operates under a distinct management model and programming strategy, tailored to maximize its success.

Relevant National Sports Facility Case Studies

Facility Name	Location	Year Opened	2024 Visits	2024 Visitors	2024 Visits Over 50 Miles	% of Visits Over 50 Miles	Basketball	Volleyball	Multi-Purpose Rooms
Round Rock Sports Center	Round Rock, TX	2014	482,000	138,000	106,522	22.1%	6	12	-
John T. Rhodes Myrtle Beach Sports Center	Myrtle Beach, SC	2015	441,000	192,900	308,000	69.8%	8	16	4
Rock Hill Sports & Event Center	Rock Hill, SC	2019	661,300	241,500	372,900	56.4%	8	16	1
Virginia Beach Field House	Virginia Beach, VA	2010	660,300	146,500	64,700	9.8%	4	8	1
Average	**–**	**–**	**561,150**	**179,725**	**213,031**	**39.5%**	**7**	**13**	**2**
Duncanville Fieldhouse	Duncanville, TX	2010	309,600	85,500	54,900	17.7%	6	10	3

Source: Placer.ai & Various Sources

Round Rock Sports Center

Location: Round Rock, TX

Owner / Operator: City of Round Rock

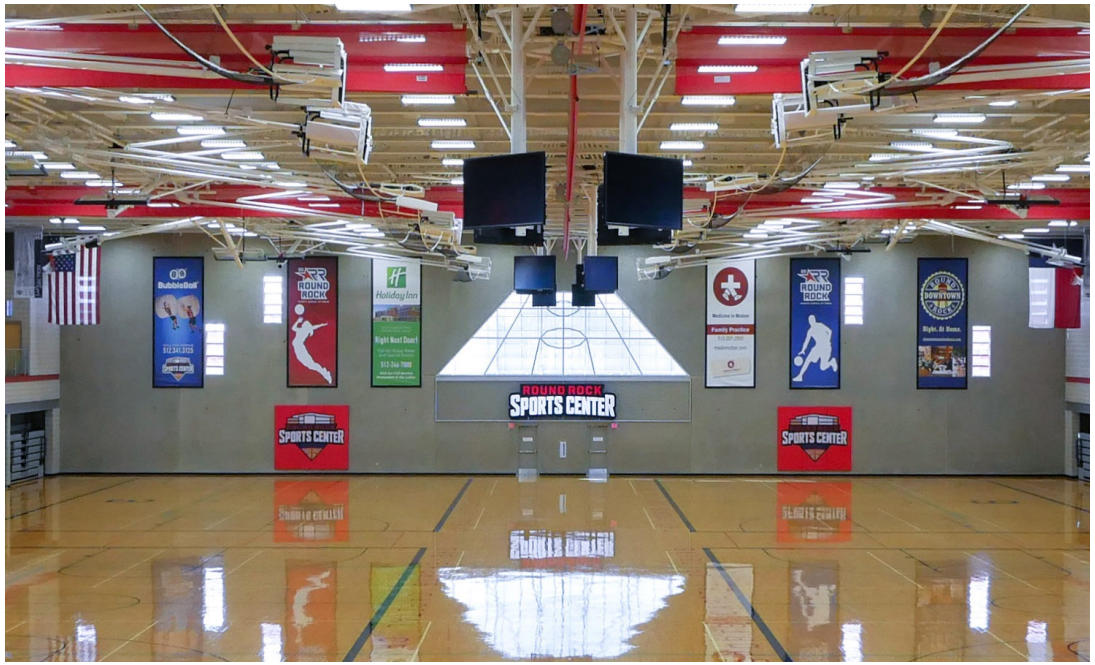
Opened / Cost: January 2014 / $15 million

Sports Features:

- Six high school basketball courts convertible into three NCAA basketball courts
- 12 high school volleyball courts
- Seating capacity for more than 1,400 spectators and total capacity of 3,053

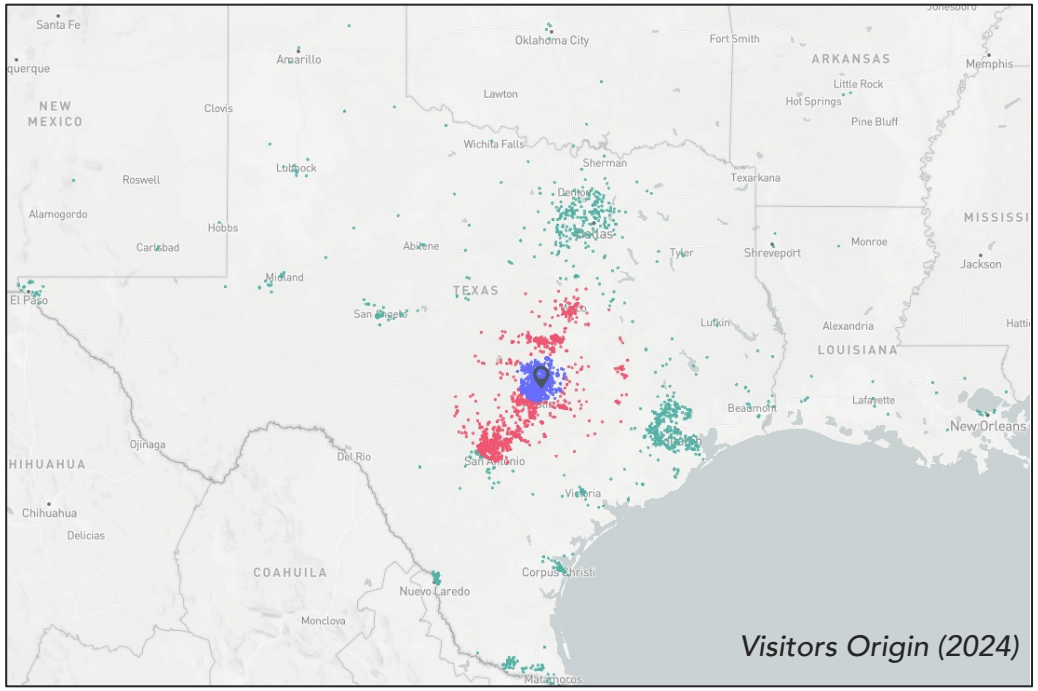
Notes:

Round Rock Sports Center is an 82,800-square-foot facility with 47,775 square feet of flexible, open, playable space. The facility is equipped to host numerous sporting events such as basketball, volleyball, table tennis, and wrestling as well as badminton, archery, fencing, cheer/dance, gymnastics, and darts. Onsite amenities include, full concession operation, locker rooms, a training room, LED scoreboards, and spectator areas. Outside of sports, the facility can host expos, meetings, speakers, and concerts.



Round Rock Sports Center Visitation

Round Rock Sports Center attracted approximately 482,000 visitors in 2024. Local visitation accounted for two-thirds of the total visits to the facility. Regional and long-distance visitation was concentrated primarily around Saturdays and Sundays and had a greater concentration of visitation from January to July. The increase in visitation on Saturdays and Sundays highlights the facility's potential to host regional and national tournaments.

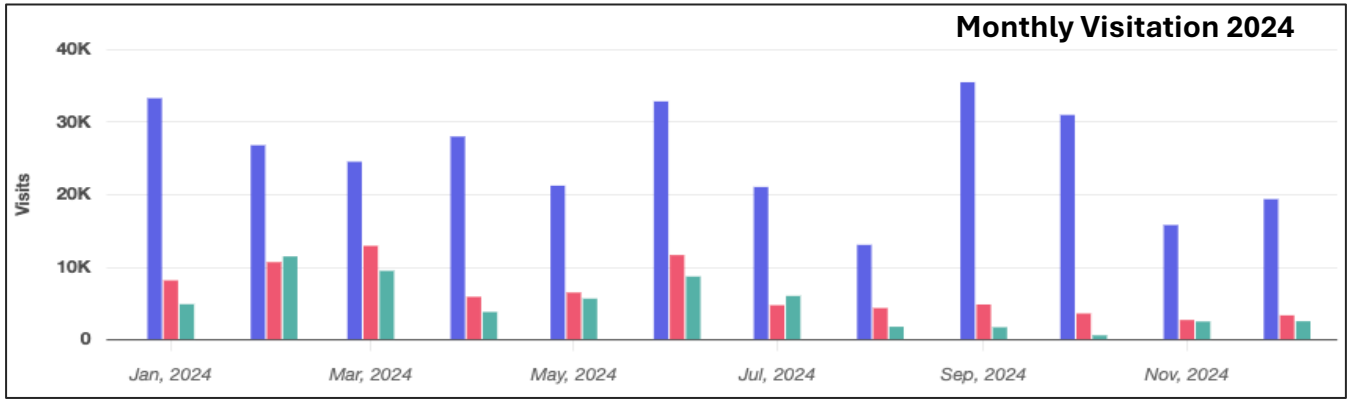


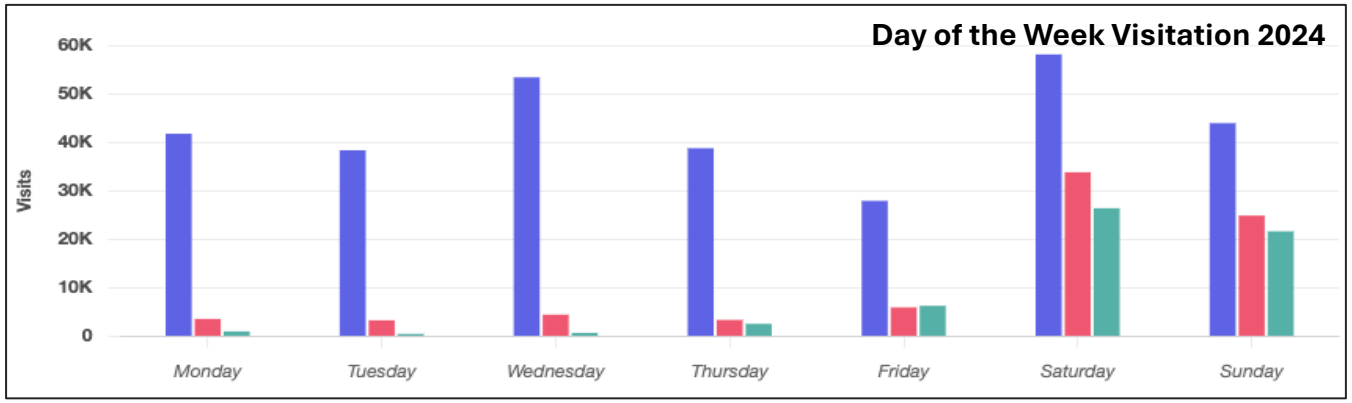
Visitors Origin (2024)

Round Rock Sports Center - Round Rock, TX
January 1, 2024 - December 31, 2024

Visitor Origins by Distance from Site (Colors correspond to charts & maps)	Total Visits: Est. Number of Visits	Total Visits: Percent of Total Visits	Total Unique Visitors: Est. Number of Visitors	Total Unique Visitors: Percent of Total Visitors	Avg. Visits per Customer
Locals - Within 25 miles	302,500	68.5%	71,300	50.7%	4.24
Regional Distance - Over 25 miles & Less Than 100 miles	79,800	18.1%	36,100	25.7%	2.21
Long Distance only - Over 100 miles	59,500	13.5%	33,100	23.6%	1.80
Total Visits	441,800	100.0%	140,500	100.0%	2.75

Source: Placer.ai





Interview: Round Rock Sports Center

Hunden conducted an interview with the City of Round Rock to gain insights into local sports demand, existing facility supply, and potential market gaps. Key takeaways from the discussion include:

- Volleyball and basketball are the primary sports utilizing indoor court space for tournaments, practices, and league play. Secondary users include cheer, dance, among others.
- Given the rapid growth in the greater Austin/San Antonio area, several new sports facilities are in the planning stages. To ensure long-term viability, it is essential to design spaces that align with projected demand five to ten years into the future. Prioritizing the facility's functionality and adaptability over its physical footprint is key.
- Effective management is critical to a facility's success. For example, the Round Rock Sports Center, operated by the city, follows a rental model, leasing space to major tournament organizers and local teams. This approach ensures consistent utilization while supporting the region's sports tourism economy.

John T. Rhodes Myrtle Beach Sports Center

Location: Myrtle Beach, South Carolina

Opened: 2015

Cost: $12.4 million

Owner: City of Myrtle Beach

Operator: Sports Facilities Company

Sports Features:

- 100,000 square feet indoor sports complex
- 8 high school basketball courts and 16 volleyball courts
- 1 multipurpose room and 4 flex rooms

Additional Amenities: Spectator seating for 1,500 and 12 screen video walls

Notes: The 100,000-square-foot sports facility host court sports as well as gymnastics, pickleball and table tennis. The venue also hosts trade shows. Onsite amenities include team rooms, an elevated mezzanine, and an indoor/outdoor café.

John T. Rhodes Myrtle Beach Sports Center

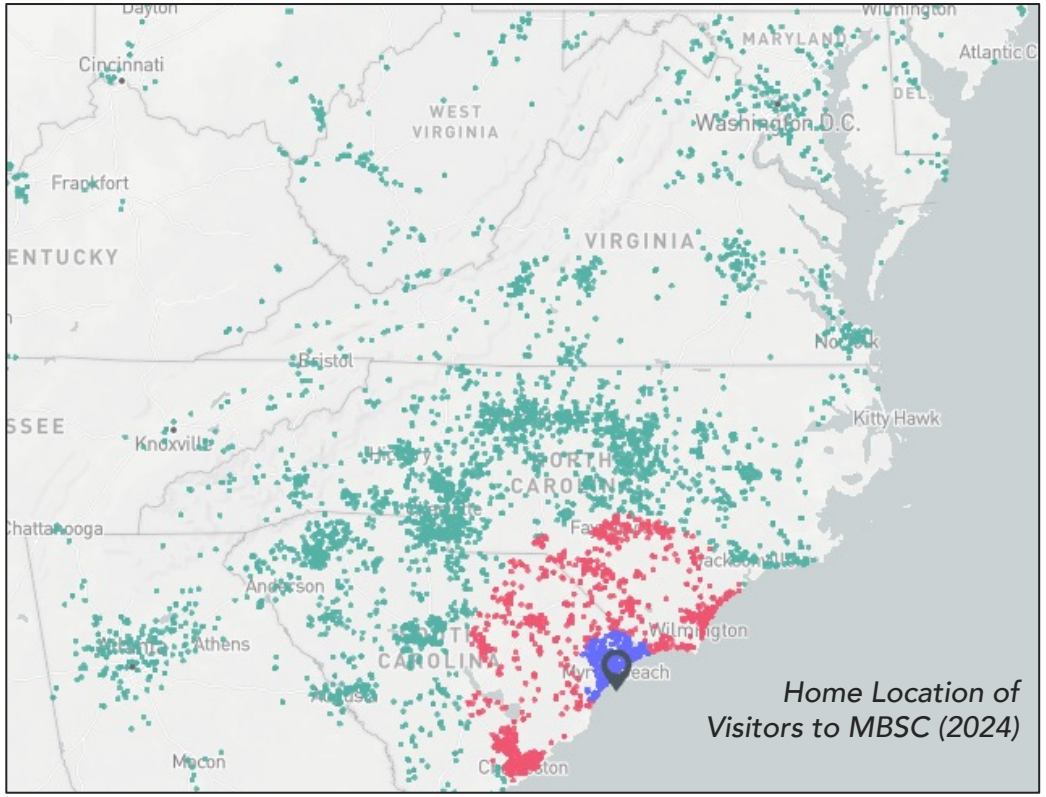
The John T. Rhodes Myrtle Beach Sports Center drew 440,800 visits in 2024, with 65.9 percent of unique visitors traveling from over 100 miles away, underscoring its role as a regional tourism driver and a premier destination for large-scale tournaments. Meanwhile, the high local repeat rate of 2.79 visits per customer highlights the facility's strong community engagement, sustained by recurring league play and local programming.

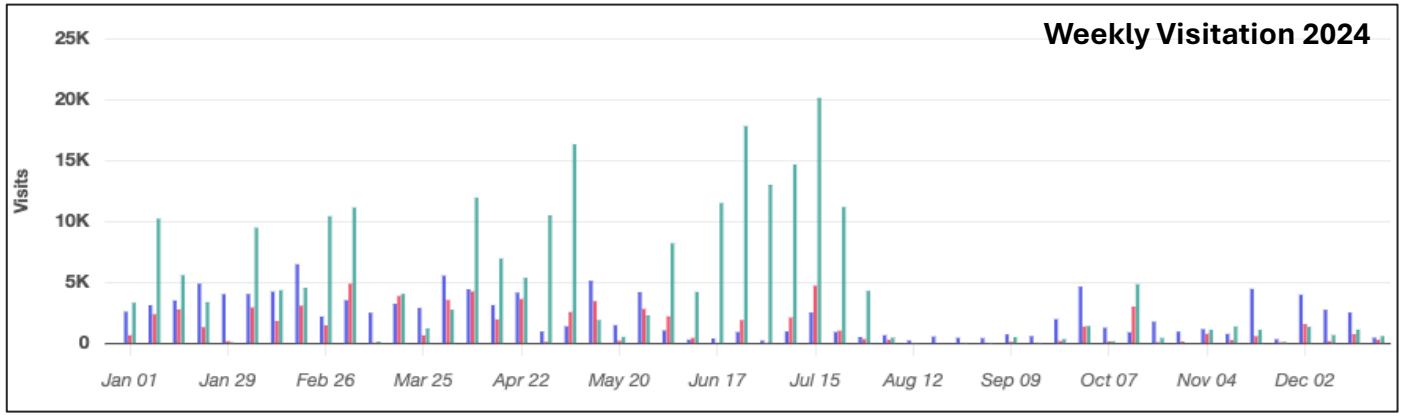
John T. Rhodes Myrtle Beach Sports Center (Myrtle Beach, SC) - Total Visitation

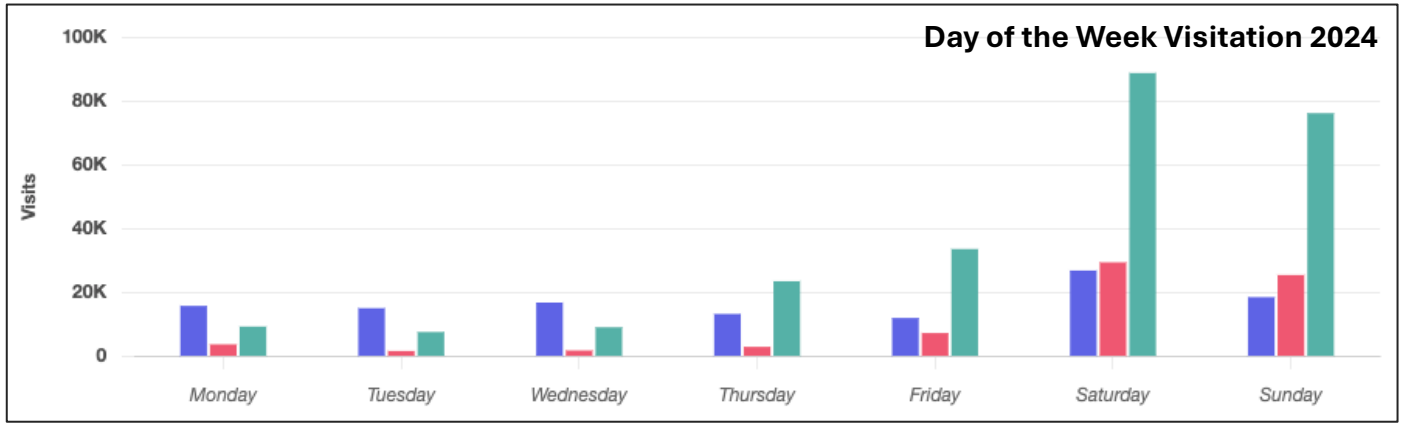
January 1, 2024 - December 31, 2024

Visitor Origins by Distance from Site (Colors correspond to charts & maps)	Total Visits: Est. Number of Visits	Total Visits: Percent of Total Visits	Total Unique Visitors: Est. Number of Visitors	Total Unique Visitors: Percent of Total Visitors	Avg. Visits per Customer
Locals - Within 25 miles	119,000	27.0%	31,400	16.3%	3.79
Regional Distance - Over 25 miles & Less Than 100 miles	73,100	16.6%	34,300	17.8%	2.13
Long Distance - Over 100+ miles	248,700	56.4%	127,200	65.9%	1.96
Total Visits	440,800	100.0%	192,900	100.0%	2.29

Source: Placer.ai







Rock Hill Sports & Event Center

Location: Rock Hill, South Carolina

Opened: 2019

Cost: $25 million

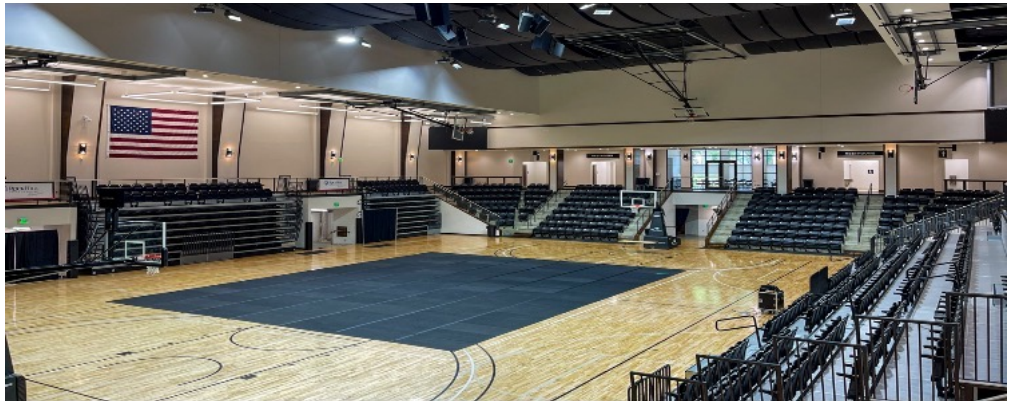
Owner: City of Rock Hill

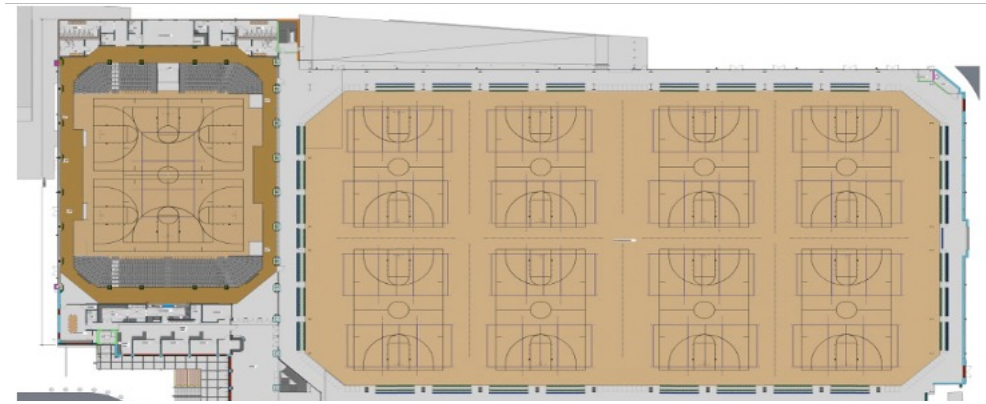
Operator: City of Rock Hill

Sports Features:

- 170,000 square feet
- 8 basketball courts and 16 volleyball courts

Notes: Rock Hill Sports and Events Center is located within a mixed-use district that connects Winthrop University and Downtown Rock Hill. According to VisitRockHill, the facility hosts leagues, tournaments, conferences and conventions, concerts and community events.





Rock Hill Sports & Event Center

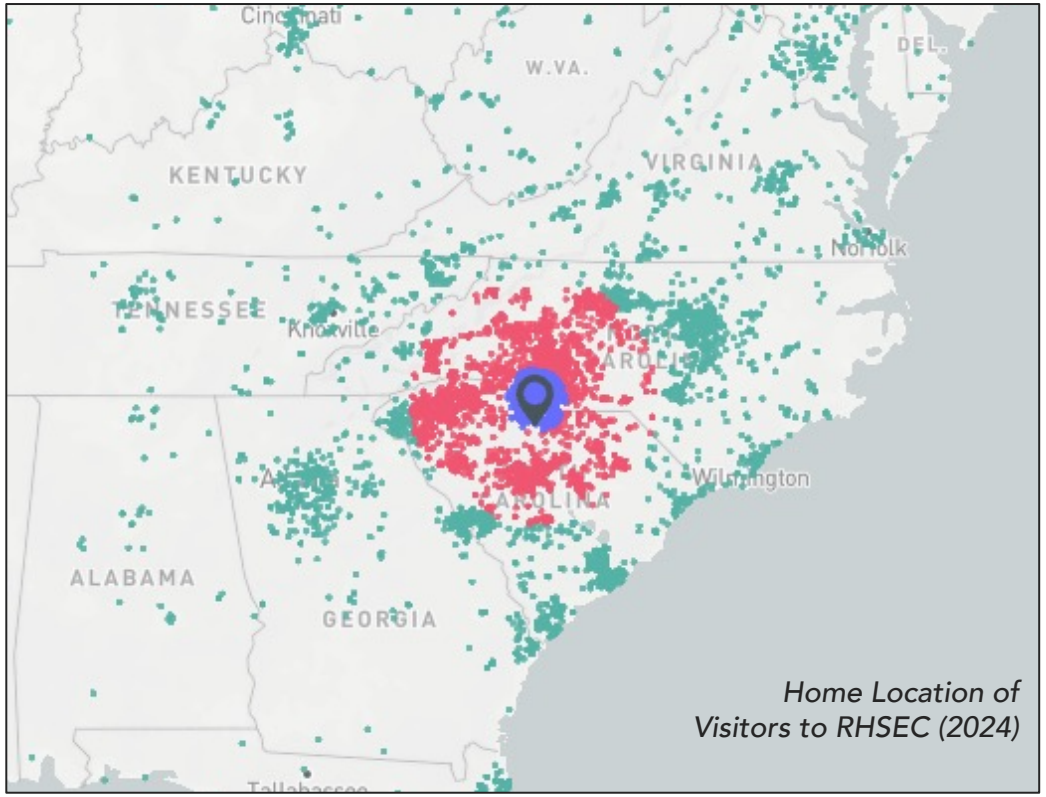
The Rock Hill Sports & Event Center recorded 661,300 visits in 2024, with a diverse mix of local, regional, and long-distance visitors. 34.9 percent of visits came from within 25 miles, with locals averaging 3.37 visits per customer, the highest repeat rate among visitor segments.

Rock Hill Sports & Event Center (Rock Hill, SC) - Total Visitation

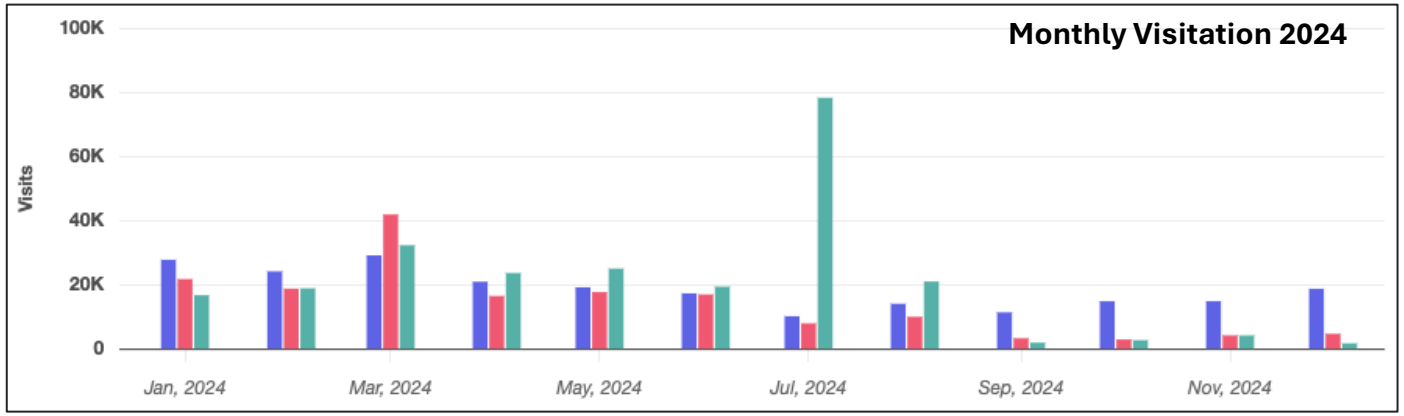
January 1, 2024 - December 31, 2024

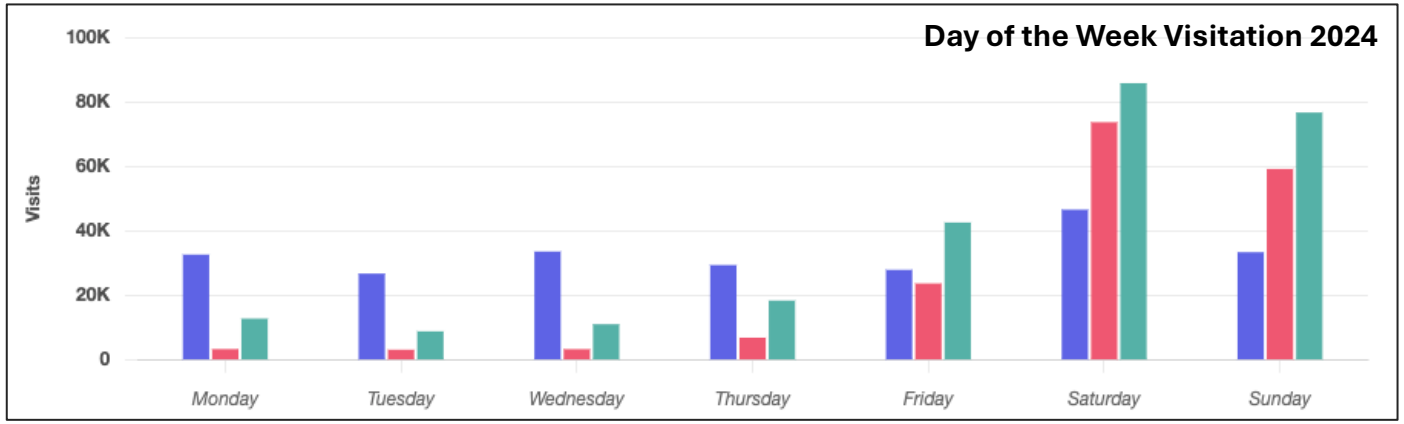
Visitor Origins by Distance from Site (Colors correspond to charts & maps)	Total Visits		Total Unique Visitors		
	Est. Number of Visits	Percent of Total Visits	Est. Number of Visitors	Percent of Total Visitors	Avg. Visits per Customer
Locals - Within 25 miles	230,800	34.9%	68,400	28.3%	3.37
Regional Distance - Over 25 miles & Less Than 100 miles	173,800	26.3%	74,600	30.9%	2.33
Long Distance - Over 100+ miles	256,700	38.8%	98,500	40.8%	2.61
Total Visits	661,300	100.0%	241,500	100.0%	2.74

Source: Placer.ai



Home Location of Visitors to RHSEC (2024)





Interview: Rock Hill Sports & Event Center

Hunden conducted an interview with the management team at Rock Hill Sports & Event Center to gain insights into the facility's operations. Key takeaways from the discussion include:

- Rock Hill Sports & Event Center is a multi-use facility that operates under an enterprise fund model, requiring self-sustaining revenue generation. The facility is heavily utilized throughout the year, with a strong focus on sports tourism on weekends and local programming during the week.

- During the weekdays, the facility is open for local use, including open gym from 7 AM to 5 PM, followed by evening leagues and rentals. On weekends, the facility is primarily reserved for tournaments, with full-facility rentals dominating the event calendar. The center is booked 48 to 50 weeks per year, with a slight slowdown in the fall. Successful tournament operators are given priority for repeat bookings.

- Rental fees vary based on space, with small conference rooms (500-1,000 SF) available for $100 per hour or $600 per day, and the large event room renting for $300 per hour or $2,000 per day. The full facility can be rented for $17,500 per weekend (Friday-Sunday). The facility also includes an 8,000 SF event space used for parties and breakout rooms, which is reserved for tournaments on event weekends.

- Concessions do not include a full kitchen, so the facility partners with local vendors, including a pizza restaurant and Chick-fil-A. On average, concessions generate $18K-$20K in revenue per weekend.

Virginia Beach Field House

Location: Virginia Beach, Virginia

Opened: 2010

Cost: $15 million

Owner: Eastern Sports Management

Operator: Eastern Sports Management

Sports Features:

- 175,000 square feet
- 4 high school basketball courts and 8 volleyball courts
- 6 indoor turf fields
- 8 outdoor sand volleyball courts

Notes: Virginia Beach Field House offers leagues, camps, clinics, and tournaments for you and adults in soccer, flag football, volleyball, basketball, indoor baseball and softball, field hockey, lacrosse, dodgeball, and other social sports. The facility includes multiple party rooms, an arcade, and an indoor fun zone. The facility also has over 40 flat screen TVs throughout the budling, and four 110” screen TVs in their lounge.

Virginia Beach Field House

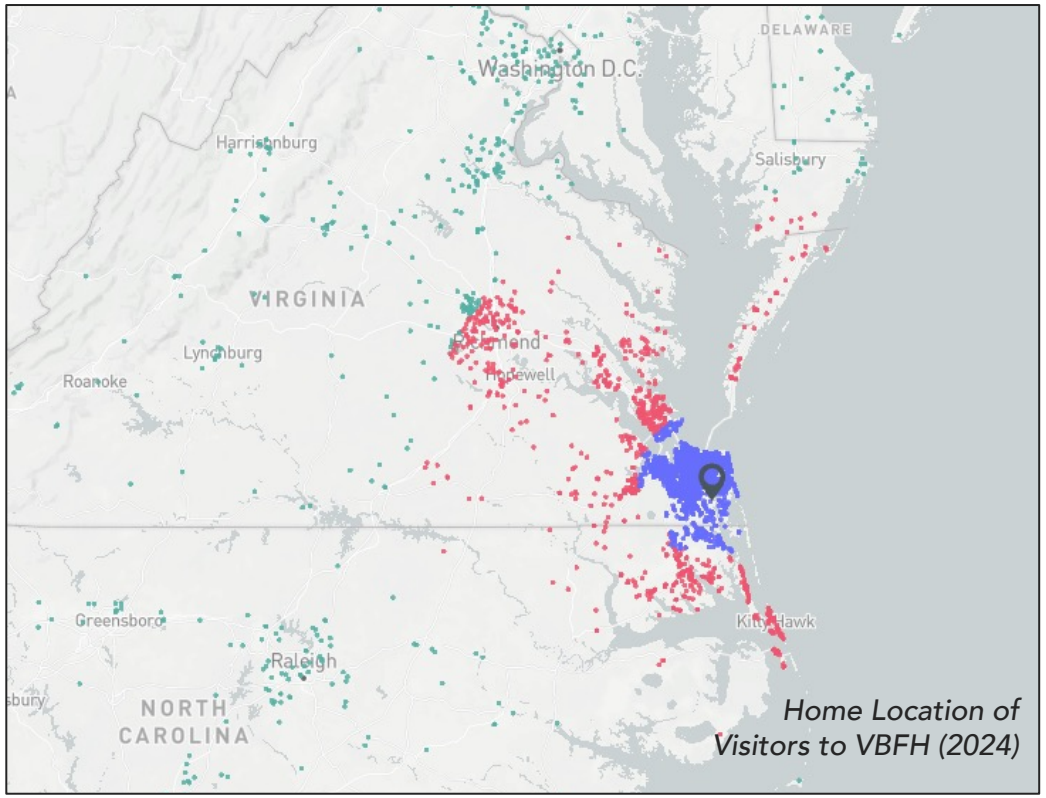
In 2024, the Virginia Beach Field House recorded 660,300 total visits, with an average of 4.51 visits per customer, underscoring a strong base of repeat visitors. Local attendees made up 84.9 percent of total visits, emphasizing the venue's heavy reliance on the surrounding community and local tournaments to drive traffic.

Virgina Beach Field House (Virginia Beach, VA) - Total Visitation

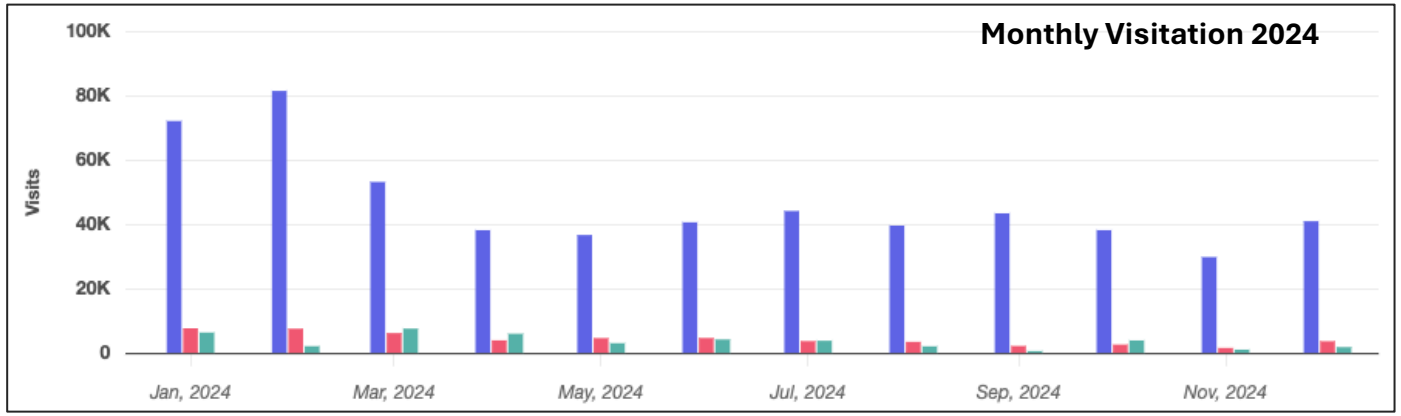
January 1, 2024 - December 31, 2024

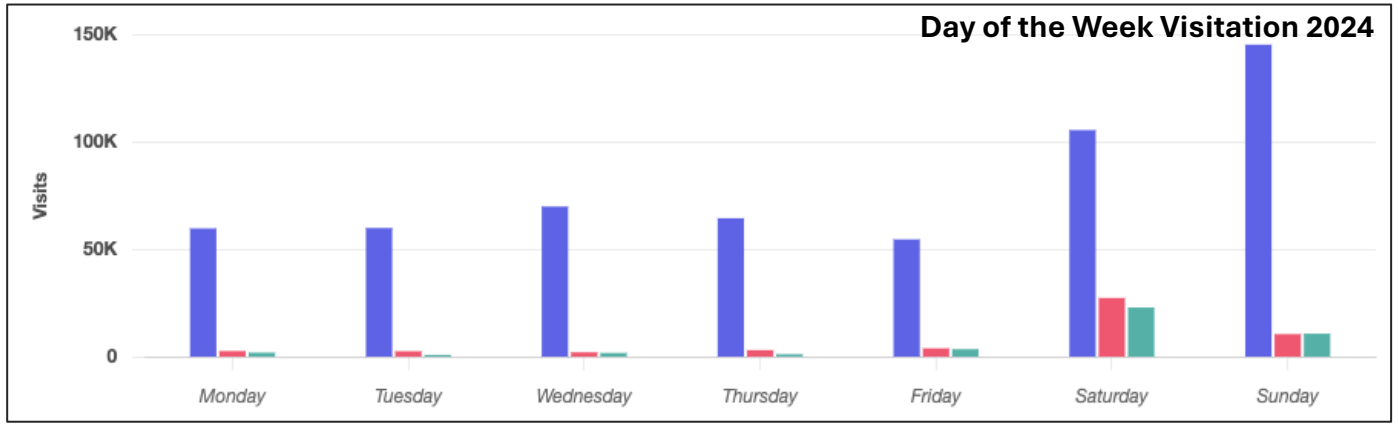
Visitor Origins by Distance from Site (Colors correspond to charts & maps)	Total Visits: Est. Number of Visits	Total Visits: Percent of Total Visits	Total Unique Visitors: Est. Number of Visitors	Total Unique Visitors: Percent of Total Visitors	Avg. Visits per Customer
Locals - Within 25 miles	560,600	84.9%	98,000	66.9%	5.72
Regional Distance - Over 25 miles & Less Than 100 miles	54,500	8.3%	21,100	14.4%	2.58
Long Distance - Over 100+ miles	45,200	6.8%	27,400	18.7%	1.65
Total Visits	660,300	100.0%	146,500	100.0%	4.51

Source: Placer.ai



Home Location of Visitors to VBFH (2024)





Interview: Eastern Sports Management

Hunden conducted an interview with Eastern Sports Management team who operate and manage the Memphis Sports and Events Center and the Virginia Beach Field House to gain insights into the facility's operations. Key takeaways from the discussion include:

- Sports facilities can operate under two primary models: a **rental-based model**, where third-party groups book space, or a **retail model**, where the facility generates revenue through in-house programming. ESM follows a blended approach, prioritizing in-house leagues, tournaments, and camps to maximize revenue before filling remaining dates with rentals.

- In-house programming, such as leagues and tournaments drives higher margins and creates consistent engagement, with facilities under their management generated $800K+ from in-house leagues alone. Camps and clinic further optimize revenue by utilizing non-peak hours, while rentals serve as a backfill strategy to ensure steady occupancy.

- Pricing varies by market, with court rentals ranging from $75 - $100 per court per hour, and full-facility weekend rentals generating up to $16,000 per weekend ($80 per hour for 10 hours per day). However, to maximize profitability, a facility must balance rental revenue with its own programming, ensuring long-term sustainability and stronger financial performance.

- Their management team is shifting its sponsorship strategy from multiple small naming rights deals to a high-impact, long-term model. By prioritizing major branding assets such as court and building naming rights, as well as large-scale banners, the goal is to attract fewer but more substantial partnerships. The ideal sponsorship breakdown includes $100k for a partner guide sponsorship, $100k for major naming rights (court and building), and $100k from smaller naming rights opportunities.

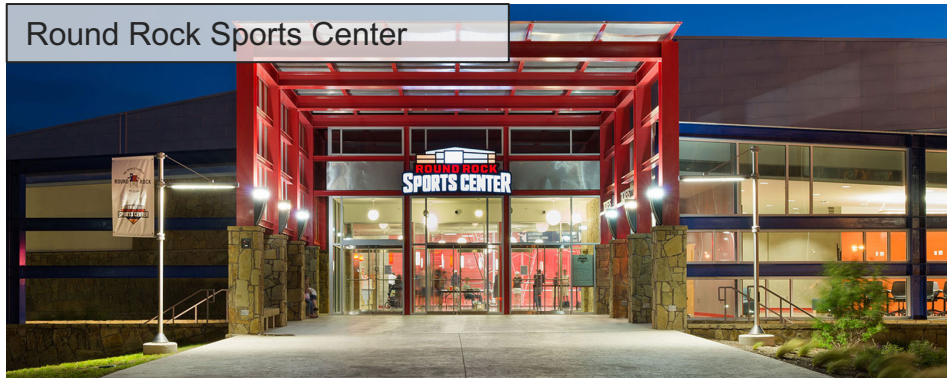
Case Studies – Comparable Facilities Implications

- **Prioritize Tournaments:** Focus on basketball and volleyball as primary revenue drivers, filling weekends first and backfilling with other sports.
- **Maximize Weekday Use:** Increase activity with paid open gym sessions, in-house leagues, and training programs.
- **Plan for Future Demand:** Facilities must be built for long-term needs. Round Rock's recent expansion highlights the importance of staying ahead of demand.
- **Balance Community & Revenue:** A mix of public access and high-revenue events will ensure financial sustainability.

Implications:

Duncanville should expand its programming to include more leagues, training sessions, and targeted marketing to capture a larger share of tournament and league play. By refining its strategy to balance public access with high-revenue event rentals, the facility can maximize utilization and financial sustainability.

Round Rock Sports Center



John T. Rhodes Myrtle Beach Sports Center

Case Studies – Management Models Implications

City-Operated:

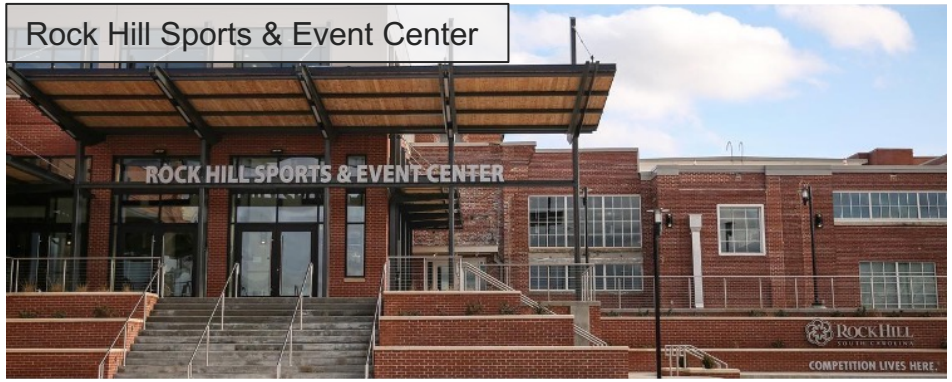
- **Municipal Oversight:** Managed by the city, facilities often utilize its CBV network to secure large-scale tournaments and widened marketing.
- **Event-Driven Revenue:** Full facility rentals dominate the calendar, maximizing event-driven revenue.
- **Success Metrics:** Financial performance is measured by economic impact on the community, rather than direct profitability.

Privately Managed:

- **Privately Managed:** Emphasis on profitability and long-term growth rather than community benefit.
- **In-House Programming Priority:** Maximizes high-margin events, filling the calendar with in-house programs first and backfilling with rentals as needed.
- **Strategic Sponsorships:** Prioritizes high-impact, long-term commitments, avoiding smaller naming rights deals.

Implications:

Duncanville should leverage city partnerships with local amenities to attract high-value tournaments while optimizing its event strategy, operational efficiency, and financial model to stay competitive in a growing market.



Rock Hill Sports & Event Center

Virginia Beach Field House

07

Support Amenities Analysis

Support Amenities Summary

Tournament organizers prioritize facility offerings, surrounding amenities, and destination appeal. Smaller, regional, and local tournaments focus on facility essentials: court availability, scheduling, and pricing while larger-scale tournaments also emphasize hotels, and overall destination appeal. Hunden analyzed Duncanville's current offerings as it relates to these themes.

- **Facilities:** The Duncanville Fieldhouse meets basic facility needs but would benefit from improvements like rebranding repainting, enhanced security, bathroom upgrades, and parking.
- **Hotels:** While the surrounding supply of hotels is sufficient for larger tournaments, forming partnerships for room block deals would improve tournament attraction.
- **Destination Appeal:** Duncanville offers limited surrounding shopping in dining compared to other facilities in the metroplex. The city of Duncanville can partner with restaurants and local businesses to retain tournament visitors in Duncanville and boost the local economy.

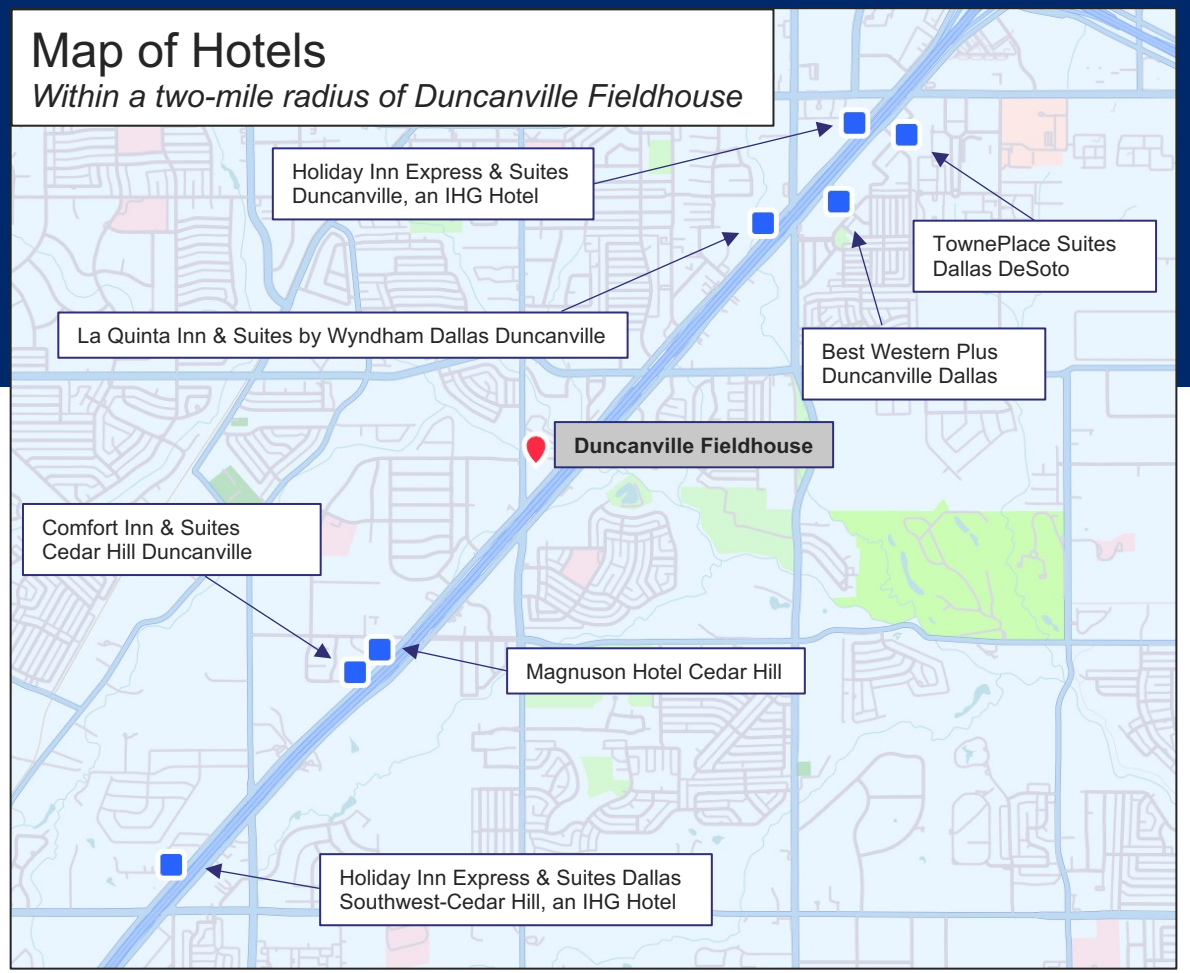
Nearby Hotel Offerings

- There are seven midscale or upper-midscale hotels within a two-miles of the Duncanville Fieldhouse. In the last 12 months, these properties have experienced a 71 percent occupancy rate, and an average daily rate of $110.
- Facilities in Grapevine, Frisco, and Irving benefit from proximity to major hospitality hubs with better accommodation packages.

Duncanville, TX - Competitive Hotel Set
Duncanville Fieldhouse | Duncanville, TX

Property Name	Distance from Site (Mi)	# of Rooms	% of total	Scale	Date Opened
Magnuson Hotel Cedar Hill	0.9	69	12.9%	Midscale	1999
Comfort Inn & Suites Cedar Hill Duncanville	1.0	60	11.2%	Upper Mid	2008
La Quinta Inns & Suites Dallas Duncanville	1.2	88	16.4%	Upper Mid	2018
Best Western Plus Duncanville Dallas	1.5	70	13.1%	Upper Mid	2007
Holiday Inn Express & Suites Duncanville	1.7	76	14.2%	Upper Mid	2003
TownePlace Suites Dallas DeSoto	1.8	99	18.5%	Upper Mid	2009
Holiday Inn Express & Suites Dallas Southwest Cedar Hill	2.0	74	13.8%	Upper Mid	2009
Average/Total	**–**	**536**	**100%**	**–**	**2008**

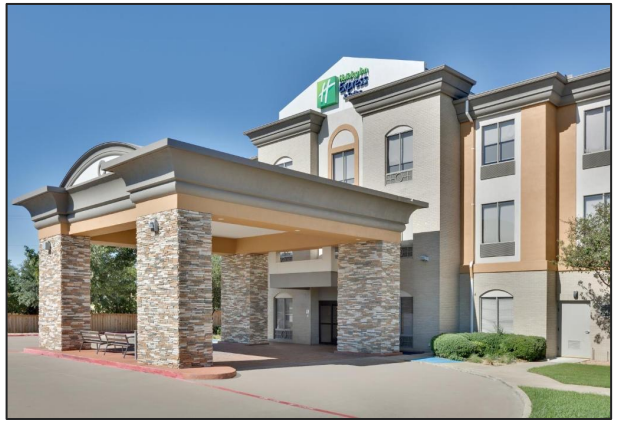
Source: Smith Travel Research



Opportunities for Partnership

One of the barriers the Duncanville Fieldhouse faces in attracting larger tournaments is the lack of partnerships with local hotels and restaurants. By partnering with these entities, the City of Duncanville can likely increase tourism opportunities.

- **Attraction of Larger Events:** Tournament Operators prefer facilities with a convenient lodging package. Affordability could increase with room block deals for specific tournaments, a common practice among other facilities.
- **Mutual Benefit:** The City of Duncanville could absorb more economic impact created by the fieldhouse by strategically selecting partner hotels within city limits.
- **Additional Opportunities:** Marketing and special deals with local businesses and restaurants create more visibility for the facility and drives families to stay in the area for longer, creating a larger impact.



Facility Challenges

The Duncanville Fieldhouse is equipped with 300 parking spots.

Multiple users of the Duncanville Fieldhouse have indicated that when hosting larger events at the facility, people are forced to move to the grass. This can be especially challenging when weather interferes.

There are opportunities to expand parking offerings to the east and south sides of the fieldhouse. Given the current limits with parking, switching from a parking fee to an entry fee may be more optimal.

User input has also suggested concerns with bathroom quality as well as presence of third-party vendors.

08

Implications & Recommendations

Conclusions

- **The Fieldhouse meets a critical local need**. There is strong appreciation for all the work of current management.
- Improvements to the **HVAC and the facility's debt maturity position** it for an improved financial position.
- **Facility management is highly regarded within the community** and has successfully **unlocked new revenue streams by monetizing underutilized assets**.
- **Economic impact and community benefit should be viewed as the return on investment for the City**. This will be quantified in Hunden's continued work and should be factored into the City's definition of a successful Fieldhouse.
- **Few, if any, available weekends exist throughout the year** where the facility is available or underutilized.
- Potential City organizational changes (i.e., **sports corporation/CVB**), that would staff, manage, and promote the Fieldhouse could provide benefits for staffing and other operational areas.

Path Forward – Pros & Cons

Current Operations

Pros

- The facility is affordable while fulfilling a vital need in the local community
- Management is well-regarded and has successfully generated revenue from underutilized assets

Cons

- The City bears the financial burden of maintenance & major capital expenditures
- The facility lacks a structured sales and marketing strategy

Third-Party Management Group

Pros

- A competitive bid process can be structured to require third-party investment in the facility
- Opportunity to attract larger tournaments, increasing revenue and profitability

Cons

- Local users may face displacement or higher costs due to event scheduling and pricing changes
- The City will likely remain responsible for ongoing facility maintenance costs

Privatize & Release City from Ownership

Pros

- Generates property tax revenue, contributing to the local economy
- Reduces the City's financial burden by transferring responsibility to a third party

Cons

- Risk of shifting priorities from community benefits to profits-driven operations
- Loss of public control, with potential for resale or facility closure

09

Demand & Financial Projections

Projections Overview

Hunden assessed two future scenarios of the Duncanville Fieldhouse to better inform the City of Duncanville on future potential managerial decisions for the complex. In this section Hunden also provides a high-level assessment of value of the asset.

Current City Management	Private Management
Maintain current operations	Competitive selection of a new management team
Improve upon current offerings	Potential to tie into larger tournament network
	Potential for displacement of local/existing users

Current Management

Event Projections

Utilizing historical booked events, leagues and summer camp detail as well as conversations with current management, Hunden projected future event bookings for the Duncanville Fieldhouse.

There are opportunities to grow the event base within the Fieldhouse, however, there are few if any available weekends during the core tournament season. Attracting larger tournaments is unlikely given the size of the Fieldhouse, however, if a new event is attracted it would likely displace current business in the building.

Duncanville Fieldhouse Event Projections	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10
Events by Type										
Basketball/Volleyball Camps	13	13	13	13	13	13	13	13	13	13
Jiu Jitsu / MMA	11	11	11	11	11	11	11	11	11	11
Basketball Tournaments	50	50	50	50	50	50	50	50	50	50
Volleyball Tournaments	1	1	1	2	2	2	2	2	2	2
Cheer/Dance	1	1	1	1	1	1	1	1	1	1
Leagues	33	33	33	33	33	33	33	33	33	33
Summer Camps	3	3	3	3	3	3	3	3	3	3
Banquets/Special Events	7	7	7	7	7	7	7	7	7	7
Total	**119**	**119**	**119**	**120**	**120**	**120**	**120**	**120**	**120**	**120**
Event Days by Type										
Basketball/Volleyball Camps	26	26	26	26	26	26	26	26	26	26
Jiu Jitsu / MMA	14	14	14	14	14	14	14	14	14	14
Basketball Tournaments	100	100	100	100	100	100	100	100	100	100
Volleyball Tournaments	2	2	2	4	4	4	4	4	4	4
Cheer/Dance	1	1	1	1	1	1	1	1	1	1
Leagues	99	99	99	99	99	99	99	99	99	99
Summer Camps	105	105	105	105	105	105	105	105	105	105
Banquets/Special Events	7	7	7	7	7	7	7	7	7	7
Total	**354**	**354**	**354**	**356**	**356**	**356**	**356**	**356**	**356**	**356**

Source: Hunden Partners

Attendance Projections

Daily rentals and tenant utilization account for the majority of attendance projections throughout the year, followed by basketball tournaments. Hunden projects the Fieldhouse to induce approximately 318,000 visits per year.

Duncanville Fieldhouse Event Projections	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10
Average Attendance by Type										
Basketball/Volleyball Camps	188	188	188	188	188	188	188	188	188	188
Jiu Jitsu / MMA	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138
Basketball Tournaments	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950
Volleyball Tournaments	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Cheer/Dance	300	300	300	300	300	300	300	300	300	300
Leagues	585	585	585	585	585	585	585	585	585	585
Summer Camps	225	225	225	225	225	225	225	225	225	225
Banquets/Special Events	250	250	250	250	250	250	250	250	250	250
Total Attendance by Type										
Daily Rental & Tenants	181,896	181,896	181,896	181,896	181,896	181,896	181,896	181,896	181,896	181,896
Basketball/Volleyball Camps	2,438	2,438	2,438	2,438	2,438	2,438	2,438	2,438	2,438	2,438
Jiu Jitsu / MMA	12,513	12,513	12,513	12,513	12,513	12,513	12,513	12,513	12,513	12,513
Basketball Tournaments	97,500	97,500	97,500	97,500	97,500	97,500	97,500	97,500	97,500	97,500
Volleyball Tournaments	1,200	1,200	1,200	2,400	2,400	2,400	2,400	2,400	2,400	2,400
Cheer/Dance	300	300	300	300	300	300	300	300	300	300
Leagues	19,305	19,305	19,305	19,305	19,305	19,305	19,305	19,305	19,305	19,305
Summer Camps	675	675	675	675	675	675	675	675	675	675
Banquets/Special Events	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750
Total	**317,576**	**317,576**	**317,576**	**318,776**	**318,776**	**318,776**	**318,776**	**318,776**	**318,776**	**318,776**

Source: Hunden Partners

Proforma – Current Management

Duncanville Fieldhouse Proforma ($000s)	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10
Revenues										
(+) Facility Rental - Events/Tournaments	$ 533	$ 549	$ 560	$ 585	$ 602	$ 620	$ 639	$ 658	$ 678	$ 698
(+) Facility Rental - Daily Rental	$ 179	$ 185	$ 190	$ 196	$ 202	$ 208	$ 214	$ 220	$ 227	$ 234
(+) Concessions, Gross	$ 489	$ 503	$ 518	$ 536	$ 553	$ 569	$ 586	$ 604	$ 622	$ 641
(+) Lease revenue	$ 123	$ 127	$ 130	$ 134	$ 138	$ 143	$ 147	$ 151	$ 156	$ 160
(+) Advertising and Sponsorship	$ 115	$ 118	$ 122	$ 126	$ 129	$ 133	$ 137	$ 141	$ 146	$ 150
(+) Security	$ 54	$ 56	$ 57	$ 59	$ 61	$ 63	$ 64	$ 66	$ 68	$ 70
(+) Other	$ 132	$ 136	$ 139	$ 145	$ 149	$ 154	$ 158	$ 163	$ 168	$ 173
Total	**$ 1,625**	**$ 1,674**	**$ 1,717**	**$ 1,781**	**$ 1,834**	**$ 1,889**	**$ 1,946**	**$ 2,004**	**$ 2,064**	**$ 2,126**
Expenses										
(-) Salaries, Wages & Benefits	$ 602	$ 620	$ 639	$ 658	$ 678	$ 698	$ 719	$ 740	$ 763	$ 785
(-) General & Admin	$ 96	$ 98	$ 101	$ 104	$ 108	$ 111	$ 114	$ 118	$ 121	$ 125
(-) Utlities	$ 30	$ 31	$ 32	$ 33	$ 34	$ 35	$ 36	$ 37	$ 38	$ 39
(-) Concessions	$ 249	$ 257	$ 264	$ 274	$ 282	$ 290	$ 299	$ 308	$ 317	$ 327
(-) Repairs & Maintenance	$ 40	$ 41	$ 42	$ 43	$ 45	$ 46	$ 47	$ 49	$ 50	$ 52
(-) Insurance	$ 19	$ 19	$ 20	$ 20	$ 21	$ 22	$ 22	$ 23	$ 24	$ 24
(-) Advertising & Other	$ 14	$ 15	$ 15	$ 16	$ 16	$ 17	$ 17	$ 18	$ 18	$ 19
(-) Contract Services	$ 495	$ 510	$ 525	$ 541	$ 557	$ 574	$ 591	$ 609	$ 627	$ 646
Total	**$ 1,544**	**$ 1,590**	**$ 1,638**	**$ 1,689**	**$ 1,739**	**$ 1,792**	**$ 1,845**	**$ 1,901**	**$ 1,958**	**$ 2,016**
Net Operating Income	**$ 81**	**$ 83**	**$ 79**	**$ 92**	**$ 95**	**$ 98**	**$ 100**	**$ 103**	**$ 107**	**$ 110**

Source: Hunden Partners

Rental revenue is expected to generate the most revenue, followed by concessions/catering. Lease revenue is generated through the onsite spaces that current management has turned into revenue generating space. Revenues and expenses are adjusted accordingly for inflation over the next 10 years.

Hunden projects the Fieldhouse to generate approximately $80,000 to $110,000 per year in operating profit. The facility will have no longer have any debt obligations, which will lessen the overall financial strain from the city. Major capital expenditures would still need to be made by the City. With an improved financial position and repairs made to the building, a reserve fund should be considered.

Daytrips & Overnights

Duncanville Fieldhouse Impact Projections - Visitors	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10
Total Visits	317,576	317,576	317,576	318,776	318,776	318,776	318,776	318,776	318,776	318,776
Grouping by Type										
Daily Rentals	181,896	181,896	181,896	181,896	181,896	181,896	181,896	181,896	181,896	181,896
Court Toumaments	133,930	133,930	133,930	135,130	135,130	135,130	135,130	135,130	135,130	135,130
Other	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750
Total	**317,576**	**317,576**	**317,576**	**318,776**	**318,776**	**318,776**	**318,776**	**318,776**	**318,776**	**318,776**
# Daytrips										
Daily Rentals	178,258	178,258	178,258	178,258	178,258	178,258	178,258	178,258	178,258	178,258
Court Toumaments	117,858	117,858	117,858	118,914	118,914	118,914	118,914	118,914	118,914	118,914
Other	1,663	1,663	1,663	1,663	1,663	1,663	1,663	1,663	1,663	1,663
Total	**297,779**	**297,779**	**297,779**	**298,835**	**298,835**	**298,835**	**298,835**	**298,835**	**298,835**	**298,835**
# Overnights										
Daily Rentals	3,638	3,638	3,638	3,638	3,638	3,638	3,638	3,638	3,638	3,638
Court Toumaments	16,072	16,072	16,072	16,216	16,216	16,216	16,216	16,216	16,216	16,216
Other	88	88	88	88	88	88	88	88	88	88
Total	**19,797**	**19,797**	**19,797**	**19,941**	**19,941**	**19,941**	**19,941**	**19,941**	**19,941**	**19,941**

Source: Hunden Partners

The Fieldhouse induces daytrips and overnight stays through its events. Hunden projects that in 2025 the Fieldhouse will generate nearly 20,000 overnights, with a vast majority of visitation occurring from drive in local and regionals visitors.

Room Nights

Duncanville Fieldhouse	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Overnighters	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**	**Year 8**	**Year 9**	**Year 10**
# Overnights Generated										
Daily Rentals	3,638	3,638	3,638	3,638	3,638	3,638	3,638	3,638	3,638	3,638
Court Tournaments	16,072	16,072	16,072	16,216	16,216	16,216	16,216	16,216	16,216	16,216
Other	88	88	88	88	88	88	88	88	88	88
Total	19,797	19,797	19,797	19,941	19,941	19,941	19,941	19,941	19,941	19,941
# Overnights (% In Duncanville)										
Daily Rentals	2,183	2,183	2,183	2,183	2,183	2,183	2,183	2,183	2,183	2,183
Court Tournaments	9,643	9,643	9,643	9,729	9,729	9,729	9,729	9,729	9,729	9,729
Other	53	53	53	53	53	53	53	53	53	53
Total	**11,878**	**11,878**	**11,878**	**11,965**	**11,965**	**11,965**	**11,965**	**11,965**	**11,965**	**11,965**
Room Nights Generated (In Duncanville)										
Daily Rentals	1,091	1,091	1,091	1,091	1,091	1,091	1,091	1,091	1,091	1,091
Court Tournaments	3,444	3,444	3,444	3,475	3,475	3,475	3,475	3,475	3,475	3,475
Other	28	28	28	28	28	28	28	28	28	28
Total	**4,563**	**4,563**	**4,563**	**4,594**	**4,594**	**4,594**	**4,594**	**4,594**	**4,594**	**4,594**

Source: Hunden Partners

Of the nearly 20,000 overnights, many will be captured within Duncanville hotels, however, many will be leaked to hotels in surrounding cities given the proximity of competing hotels. Hunden projects that room night generation from the Fieldhouse in 2025 to be approximately 4,600 room nights. These projections support the following economic impact projections.

Third-Party Private Management

Event Projections

Potential new management of the Fieldhouse would likely bring a new strategy towards tournament bookings and overall management of the building.

Hunden expects that a new management group would be able to expand the event bookings within the building by taping into an existing rotating tournament network. Many of the national private management groups build and benefit from the creation of a strong tournament network. However, with that will likely come the displacement of current users of the building, resulting in a marginal overall increase expected.

Duncanville Fieldhouse Event Projections	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10
Events by Type										
Basketball/Volleyball Camps	13	14	15	15	15	15	15	15	15	15
Jiu Jitsu / MMA	10	10	10	10	10	10	10	10	10	10
Basketball Tournaments	52	52	52	52	52	52	52	52	52	52
Volleyball Tournaments	5	8	10	10	10	10	10	10	10	10
Cheer/Dance	2	3	3	3	3	3	3	3	3	3
Leagues	38	40	42	42	42	42	42	42	42	42
Summer Camps	4	4	4	4	4	4	4	4	4	4
Banquets/Special Events	15	15	15	15	15	15	15	15	15	15
Total	**139**	**146**	**151**	**151**	**151**	**151**	**151**	**151**	**151**	**151**
Event Days by Type										
Basketball/Volleyball Camps	26	28	30	30	30	30	30	30	30	30
Jiu Jitsu / MMA	13	13	13	13	13	13	13	13	13	13
Basketball Tournaments	104	104	104	104	104	104	104	104	104	104
Volleyball Tournaments	10	16	20	20	20	20	20	20	20	20
Cheer/Dance	2	3	3	3	3	3	3	3	3	3
Leagues	114	120	126	126	126	126	126	126	126	126
Summer Camps	100	100	100	100	100	100	100	100	100	100
Banquets/Special Events	15	15	15	15	15	15	15	15	15	15
Total	**384**	**399**	**411**	**411**	**411**	**411**	**411**	**411**	**411**	**411**

Source: Hunden Partners

Attendance Projections

Hunden projects that with a new management company attendance within the venue would increase, however, on an average attendance per event type, attendance would remain largely unchanged with marginal increases seen for basketball and volleyball tournaments.

Duncanville Fieldhouse Event Projections	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10
Average Attendance by Type										
Basketball/Volleyball Camps	225	225	225	225	225	225	225	225	225	225
Jiu Jitsu / MMA	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138
Basketball Tournaments	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200
Volleyball Tournaments	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Cheer/Dance	300	300	300	300	300	300	300	300	300	300
Leagues	585	585	585	585	585	585	585	585	585	585
Summer Camps	225	225	225	225	225	225	225	225	225	225
Banquets/Special Events	250	250	250	250	250	250	250	250	250	250
Total Attendance by Type										
Daily Rental & Tenants	206,700	206,700	206,700	206,700	206,700	206,700	206,700	206,700	206,700	206,700
Basketball/Volleyball Camps	2,925	3,150	3,375	3,375	3,375	3,375	3,375	3,375	3,375	3,375
Jiu Jitsu / MMA	11,375	11,375	11,375	11,375	11,375	11,375	11,375	11,375	11,375	11,375
Basketball Tournaments	114,400	114,400	114,400	114,400	114,400	114,400	114,400	114,400	114,400	114,400
Volleyball Tournaments	6,000	9,600	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
Cheer/Dance	600	900	900	900	900	900	900	900	900	900
Leagues	22,230	23,400	24,570	24,570	24,570	24,570	24,570	24,570	24,570	24,570
Summer Camps	900	900	900	900	900	900	900	900	900	900
Banquets/Special Events	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750
Total	**368,880**	**374,175**	**377,970**	**377,970**	**377,970**	**377,970**	**377,970**	**377,970**	**377,970**	**377,970**

Source: Hunden Partners

Proforma – Private Management

Duncanville Fieldhouse Proforma ($000s)	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10
Net Revenues										
(+) Facility Rental - Events/Tournaments	$ 616	$ 657	$ 654	$ 673	$ 693	$ 714	$ 735	$ 757	$ 780	$ 803
(+) Facility Rental - Daily Rental	$ 222	$ 229	$ 236	$ 243	$ 250	$ 257	$ 265	$ 273	$ 281	$ 290
(+) Concessions, Gross	$ 574	$ 601	$ 626	$ 644	$ 664	$ 684	$ 704	$ 725	$ 747	$ 770
(+) Lease revenue	$ 135	$ 139	$ 143	$ 148	$ 152	$ 157	$ 161	$ 166	$ 171	$ 176
(+) Advertising and Sponsorship	$ 135	$ 139	$ 143	$ 148	$ 152	$ 157	$ 161	$ 166	$ 171	$ 176
(+) Security	$ 65	$ 67	$ 69	$ 71	$ 73	$ 75	$ 78	$ 80	$ 82	$ 85
(+) Other	$ 184	$ 193	$ 197	$ 203	$ 209	$ 215	$ 222	$ 228	$ 235	$ 242
Total	**$ 1,931**	**$ 2,025**	**$ 2,068**	**$ 2,129**	**$ 2,193**	**$ 2,259**	**$ 2,326**	**$ 2,396**	**$ 2,468**	**$ 2,542**
Expenses										
(-) Salaries, Wages & Benefits	$ 455	$ 469	$ 483	$ 497	$ 512	$ 527	$ 543	$ 560	$ 576	$ 594
(-) General & Admin	$ 102	$ 105	$ 108	$ 111	$ 115	$ 118	$ 122	$ 125	$ 129	$ 133
(-) Utllities	$ 30	$ 31	$ 32	$ 33	$ 34	$ 35	$ 36	$ 37	$ 38	$ 39
(-) Concessions	$ 293	$ 306	$ 319	$ 329	$ 339	$ 349	$ 359	$ 370	$ 381	$ 392
(-) Repairs & Maintenance	$ 85	$ 88	$ 90	$ 93	$ 96	$ 99	$ 101	$ 105	$ 108	$ 111
(-) Insurance	$ 22	$ 23	$ 23	$ 24	$ 25	$ 26	$ 26	$ 27	$ 28	$ 29
(-) Advertising & Other	$ 78	$ 80	$ 83	$ 85	$ 88	$ 90	$ 93	$ 96	$ 99	$ 102
(-) Contract Services	$ 495	$ 510	$ 525	$ 541	$ 557	$ 574	$ 591	$ 609	$ 627	$ 646
(-) Management Fee	**$ 174**	**$ 182**	**$ 186**	**$ 192**	**$ 197**	**$ 203**	**$ 209**	**$ 216**	**$ 222**	**$ 229**
(-) Reserves	**$ 77**	**$ 81**	**$ 83**	**$ 85**	**$ 88**	**$ 90**	**$ 93**	**$ 96**	**$ 99**	**$ 102**
Total	**$ 1,811**	**$ 1,875**	**$ 1,932**	**$ 1,990**	**$ 2,050**	**$ 2,111**	**$ 2,174**	**$ 2,240**	**$ 2,307**	**$ 2,376**
Net Operating Income	**$ 120**	**$ 151**	**$ 136**	**$ 139**	**$ 143**	**$ 147**	**$ 152**	**$ 156**	**$ 161**	**$ 166**

Source: Hunden Partners

With private management, Hunden expects that overall revenue that comes into the building to be higher compared to current operations. From an expense perspective, staffing costs would be lower for a private entity, however, increases would be expected from advertising, repairs and maintenance and from the introduction of management fees and a likely reserve account. Hunden projects the result to be a slight elevation in net operating profit compared to the current operations.

Daytrips & Overnights

Duncanville Fieldhouse Impact Projections - Visitors	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10
Total Visits	368,880	374,175	377,970	377,970	377,970	377,970	377,970	377,970	377,970	377,970
Grouping by Type										
Daily Rentals	206,700	206,700	206,700	206,700	206,700	206,700	206,700	206,700	206,700	206,700
Court Tournaments	158,430	163,725	167,520	167,520	167,520	167,520	167,520	167,520	167,520	167,520
Other	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750
Total	**368,880**	**374,175**	**377,970**	**377,970**	**377,970**	**377,970**	**377,970**	**377,970**	**377,970**	**377,970**
# Daytrips										
Daily Rentals	202,566	202,566	202,566	202,566	202,566	202,566	202,566	202,566	202,566	202,566
Court Tournaments	126,744	130,980	134,016	134,016	134,016	134,016	134,016	134,016	134,016	134,016
Other	3,450	3,450	3,450	3,450	3,450	3,450	3,450	3,450	3,450	3,450
Total	**332,760**	**336,996**	**340,032**	**340,032**	**340,032**	**340,032**	**340,032**	**340,032**	**340,032**	**340,032**
# Overnights										
Daily Rentals	4,134	4,134	4,134	4,134	4,134	4,134	4,134	4,134	4,134	4,134
Court Tournaments	31,686	32,745	33,504	33,504	33,504	33,504	33,504	33,504	33,504	33,504
Other	300	300	300	300	300	300	300	300	300	300
Total	**36,120**	**37,179**	**37,938**	**37,938**	**37,938**	**37,938**	**37,938**	**37,938**	**37,938**	**37,938**

Source: Hunden Partners

A private management group would be expected to attract tournaments with teams from further away resulting in an increase of overnights to the area. Hunden projects the Fieldhouse under private management to generate an estimated 36,000 overnights.

Room Nights

Duncanville Fieldhouse	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Overnighters	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
# Overnights Generated										
Daily Rentals	4,134	4,134	4,134	4,134	4,134	4,134	4,134	4,134	4,134	4,134
Court Tournaments	31,686	32,745	33,504	33,504	33,504	33,504	33,504	33,504	33,504	33,504
Other	300	300	300	300	300	300	300	300	300	300
Total	36,120	37,179	37,938	37,938	37,938	37,938	37,938	37,938	37,938	37,938
# Overnights (% In Duncanville)										
Daily Rentals	2,480	2,480	2,480	2,480	2,480	2,480	2,480	2,480	2,480	2,480
Court Tournaments	19,012	19,647	20,102	20,102	20,102	20,102	20,102	20,102	20,102	20,102
Other	180	180	180	180	180	180	180	180	180	180
Total	**21,672**	**22,307**	**22,763**	**22,763**	**22,763**	**22,763**	**22,763**	**22,763**	**22,763**	**22,763**
Room Nights Generated (In Duncanville)										
Daily Rentals	1,240	1,240	1,240	1,240	1,240	1,240	1,240	1,240	1,240	1,240
Court Tournaments	6,790	7,017	7,179	7,179	7,179	7,179	7,179	7,179	7,179	7,179
Other	95	95	95	95	95	95	95	95	95	95
Total	**8,125**	**8,352**	**8,514**	**8,514**	**8,514**	**8,514**	**8,514**	**8,514**	**8,514**	**8,514**

Source: Hunden Partners

Of the estimated 36,000 overnights, many will be captured within Duncanville hotels, however, many will be leaked to hotels in surrounding cities given the proximity of competing hotels. Hunden projects that room night generation from the Fieldhouse in 2025 to be approximately 8,100 room nights, benefiting local hotel tax collections slightly more than current operations, which will be further detailed in the following section.

Assessment of Value – Sale

Facilities Currently Listed for Sale

To provide an estimation of value of the building and overall site, Hunden assessed relevant facilities that are currently listed for sale or have been recently transacted. There are three relevant assets currently listed for sale in the State of Texas.

Win Kids Sports Center
Flower Mound, TX

Total Rentable SF: **27,236**

Price: **$4,250,000**

Price PSF: **$151.79**

Cap Rate: **6.74%**

Premier Sportsplex
Lubbock, TX

Total Rentable SF: **61,013**

Price: **$4,720,000**

Price PSF: **$77.36**

Cap Rate: **9.26%**

LA Fitness
Prosper, TX

Total Rentable SF: **37,000**

Price: **$12,321,000**

Price PSF: **$333.00**

Cap Rate: **6.00%**

Facility Sale Comparables

The following facilities transacted recently a provide a high-level assessment of value of the Fieldhouse. When taking into the current market listings, past transactions and market conditions, **Hunden estimates the value of the Fieldhouse to be between $9.2 million and $13.8 million, or an estimated $80 to $120 per square foot.**

Location: **Richmond, TX**
Sale Price**: $10.9 million**
Price PSF: **$200 PSF**
Square Footage: **62,132 SF**
Date: **September 2023**
Buyer: **Fort Bend County**

Location: **Oklahoma City, OK**
Sale Price: **$1.83 million**
Price PSF: **$178.5 PSF**
Square Footage: **10,244 SF**
Date: **January 2025**
Buyer: **Candelaria Investments, Inc.**

Location: **Houston, TX**
Sale Price: **$9.3 million**
Price PSF: **$185 PSF**
Square Footage: **240,016 SF**
Date: **November 2019**
Buyer: **Primestor Development, Inc.**

10

Economic, Fiscal and Employment Impact

Introduction to Impacts

Hunden uses the IMPLAN input-output multiplier model, which determines the level of additional activity in the local economy due to additional inputs. For example, for every dollar of direct spending in the City of Duncanville from visitors that visit the Fieldhouse, the IMPLAN model provides multipliers for the indirect and induced spending that will result.

Indirect Impacts are the supply of goods and services resulting from the initial direct spending. For example, a visitor's direct expenditure on a hotel room causes the hotel to purchase linens and other items from suppliers. The portion of these hotel purchases that are within the local economy is considered an indirect economic impact.

Induced Impacts embody the change in spending due to the personal expenditures by employees whose incomes are affected by direct and indirect spending. For example, a waitress at a restaurant may have more personal income as a result of the induced customer's visit. The amount of the increased income that the employee spends in the area is considered an induced impact.

Employment Impacts include the employment provided not only onsite, but due to the spending associated with it. For example, the direct, indirect and induced impacts generate spending, support new and ongoing businesses, and ultimately result in ongoing employment for citizens. Hunden will show the number of ongoing jobs supported by the project and provide the resulting income generated.

Fiscal Impacts represent the tax revenue collected by the City of Duncanville due to the economic activity generated or supported by the Fieldhouse. The fiscal impact represents the government's share of total economic benefit. The most relevant tax streams that flows directly to the City of Duncanville include sales tax and hotel tax.

Spending Impact

Current Management Structure

Hunden classifies spending in five categories: food & beverage, lodging, retail, transportation and other. It is estimated that the Fieldhouse under the current management structure will contribute to over $263 million in gross spending impact over the 30-year time frame in the City of Duncanville. Combined total spending impact, inclusive of indirect and induced spending, is expected to be nearly $439 million over 30 years.

Gross Spending in City of Duncanville, TX ($000s) - Duncanville Fieldhouse

Gross Spending in Ducanville	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10	2044 Year 20	2054 Year 30	Total	Average
Food & Beverage	$ 2,999	$ 3,089	$ 3,182	$ 3,290	$ 3,389	$ 3,490	$ 3,595	$ 3,703	$ 3,814	$ 3,928	$ 3,808	$ 5,118	$ 112,905	$ 3,763
Lodging	$ 653	$ 673	$ 693	$ 719	$ 741	$ 763	$ 786	$ 809	$ 834	$ 859	$ 1,154	$ 1,551	$ 31,292	$ 1,043
Retail	$ 1,141	$ 1,175	$ 1,210	$ 1,251	$ 1,289	$ 1,327	$ 1,367	$ 1,408	$ 1,450	$ 1,494	$ 1,315	$ 1,768	$ 40,203	$ 1,340
Transportation	$ 1,649	$ 1,698	$ 1,749	$ 1,809	$ 1,863	$ 1,919	$ 1,976	$ 2,036	$ 2,097	$ 2,160	$ 1,950	$ 2,621	$ 59,120	$ 1,971
Other	$ 559	$ 575	$ 593	$ 612	$ 631	$ 650	$ 669	$ 689	$ 710	$ 731	$ 637	$ 856	$ 19,533	$ 651
Total	**$ 7,001**	**$ 7,211**	**$ 7,427**	**$ 7,681**	**$ 7,912**	**$ 8,149**	**$ 8,393**	**$ 8,645**	**$ 8,905**	**$ 9,172**	**$ 8,865**	**$ 11,913**	**$ 263,053**	**$ 8,768**

Gross Direct, Indirect & Induced Spending in City of Duncanville, TX ($000s) - Duncanville Fieldhouse

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 20	Year 30	Total	Average
Direct	$ 7,001	$ 7,211	$ 7,427	$ 7,681	$ 7,912	$ 8,149	$ 8,393	$ 8,645	$ 8,905	$ 9,172	$ 8,865	$ 11,913	$ 263,053	$ 8,768
Indirect	$ 2,548	$ 2,624	$ 2,703	$ 2,796	$ 2,880	$ 2,966	$ 3,055	$ 3,147	$ 3,241	$ 3,338	$ 3,295	$ 4,428	$ 97,147	$ 3,238
Induced	$ 2,078	$ 2,140	$ 2,204	$ 2,280	$ 2,348	$ 2,418	$ 2,491	$ 2,566	$ 2,643	$ 2,722	$ 2,651	$ 3,563	$ 78,491	$ 2,616
Total	**$ 11,626**	**$ 11,975**	**$ 12,334**	**$ 12,756**	**$ 13,139**	**$ 13,533**	**$ 13,939**	**$ 14,357**	**$ 14,788**	**$ 15,232**	**$ 14,811**	**$ 19,904**	**$ 438,692**	**$ 14,623**

Source: Hunden Partners

Earning & FTE Jobs

Current Management Structure

The Fieldhouse generates employment both onsite and throughout the community as a result of the direct, indirect, and induced economic activity it produces. Over a 30-year period, total gross earnings within the City of Duncanville are projected to reach nearly $28 million. Employment impacts are measured in full-time equivalent (FTE) jobs, which include positions directly associated with operations at the Duncanville Fieldhouse, as well as jobs supported through spending across the local economy. On average, the Fieldhouse is expected to support approximately 13 FTE jobs annually.

Gross Earnings & FTE Jobs from Direct, Indirect & Induced Spending ($000s) - Duncanville Fieldhouse

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10	Year 20	Year 30	Total	Average
Earnings - Residents										
From Direct	$ 447	$ 460	$ 474	$ 490	$ 505	$ 586	$ 565	$ 759	**$ 16,777**	**$ 559**
From Indirect	$ 158	$ 163	$ 168	$ 174	$ 179	$ 207	$ 204	$ 274	**$ 6,024**	**$ 201**
From Induced	$ 133	$ 137	$ 142	$ 146	$ 151	$ 175	$ 170	$ 229	**$ 5,042**	**$ 168**
Total	**$ 739**	**$ 761**	**$ 784**	**$ 810**	**$ 835**	**$ 968**	**$ 940**	**$ 1,263**	**$ 27,843**	**$ 928**
FTE Jobs - Residents									**Max**	**Average**
From Direct	11	11	11	11	11	11	8	8	**11**	**9**
From Indirect	2	2	2	2	2	2	2	2	**2**	**2**
From Induced	2	2	2	2	2	2	2	2	**2**	**2**
Total	**16**	**16**	**16**	**16**	**16**	**16**	**12**	**12**	**16**	**13**

Source: Hunden Partners

Fiscal Impact

Current Management Structure

This table estimates the gross local tax revenue generated by the Duncanville Fieldhouse over a 30-year period, broken down by City Sales Tax and City Hotel Tax. Local City Sales and Hotel Tax is estimated to total $6.82 million over the 30-year period. In year 1, total tax revenue is $173,000, nearly doubling by year 30 to $316,000 reflecting increased visitation, inflationary impacts, or rising spending over time.

Gross Taxes Generated - City of Duncanville ($000s)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10	Year 20	Year 30	Total	Average
Local Taxes										
City Sales Tax (2%)	$ 127	$ 131	$ 135	$ 139	$ 143	$ 166	$ 154	$ 207	**$ 4,635**	**$ 155**
City Hotel Tax (7%)	$ 46	$ 47	$ 49	$ 50	$ 52	$ 60	$ 81	$ 109	**$ 2,190**	**$ 73**
Total	**$ 173**	**$ 178**	**$ 183**	**$ 190**	**$ 195**	**$ 226**	**$ 235**	**$ 316**	**$ 6,826**	**$ 228**

Source: Hunden Partners

Spending Impact

Private Management Structure

It is estimated that the Fieldhouse under a private management structure will contribute to over $354 million in gross spending impact over the 30-year time frame in the City of Duncanville. Combined total spending impact, inclusive of indirect and induced spending, is expected to be over $594 million over 30 years. Increased spending impacts are attributed to slight increase in the number of tournaments and events and a shift towards events with more long-distance visitors.

Gross Spending in City of Duncanville, TX ($000s) - Duncanville Fieldhouse

Gross Spending in Ducanville	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2034 Year 10	2044 Year 20	2054 Year 30	Total	Average
Food & Beverage	$ 3,658	$ 3,825	$ 3,982	$ 4,101	$ 4,224	$ 4,897	$ 4,923	$ 6,616	**$ 144,275**	**$ 4,809**
Lodging	$ 1,192	$ 1,264	$ 1,328	$ 1,368	$ 1,409	$ 1,634	$ 2,195	$ 2,950	**$ 59,476**	**$ 1,983**
Retail	$ 1,370	$ 1,431	$ 1,488	$ 1,533	$ 1,579	$ 1,830	$ 1,680	$ 2,258	**$ 50,629**	**$ 1,688**
Transportation	$ 1,992	$ 2,082	$ 2,167	$ 2,232	$ 2,299	$ 2,665	$ 2,509	$ 3,372	**$ 75,022**	**$ 2,501**
Other	$ 685	$ 715	$ 744	$ 766	$ 789	$ 915	$ 840	$ 1,129	**$ 25,315**	**$ 844**
Total	**$ 8,897**	**$ 9,317**	**$ 9,710**	**$ 10,001**	**$ 10,301**	**$ 11,941**	**$ 12,147**	**$ 16,325**	**$ 354,717**	**$ 11,824**

Gross Direct, Indirect & Induced Spending in City of Duncanville, TX ($000s) - Duncanville Fieldhouse

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10	Year 20	Year 30	Total	Average
Direct	$ 8,897	$ 9,317	$ 9,710	$ 10,001	$ 10,301	$ 11,941	$ 12,147	$ 16,325	**$ 354,717**	**$ 11,824**
Indirect	$ 3,283	$ 3,439	$ 3,586	$ 3,693	$ 3,804	$ 4,410	$ 4,584	$ 6,160	**$ 133,002**	**$ 4,433**
Induced	$ 2,652	$ 2,778	$ 2,896	$ 2,982	$ 3,072	$ 3,561	$ 3,651	$ 4,907	**$ 106,373**	**$ 3,546**
Total	**$ 14,832**	**$ 15,535**	**$ 16,191**	**$ 16,676**	**$ 17,177**	**$ 19,912**	**$ 20,382**	**$ 27,392**	**$ 594,092**	**$ 19,803**

Source: Hunden Partners

Earning & FTE Jobs

Private Management Structure

Under third-party management, the Duncanville Fieldhouse is projected to generate jobs from both onsite and throughout the community, driven by the direct, indirect, and induced economic activity it supports. Total gross earnings within the City of Duncanville are projected to reach approximately $37 million, an increase from the $28 million estimated under current operations. The Fieldhouse is expected to support an average of 18 full-time equivalent jobs annually, compared to 13 under current operations.

Gross Earnings & FTE Jobs from Direct, Indirect & Induced Spending ($000s) - Duncanville Fieldhouse

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10	Year 20	Year 30	Total	Average
Earnings - Residents										
From Direct	$ 567	$ 594	$ 619	$ 637	$ 656	$ 761	$ 773	$ 1,038	**$ 22,573**	**$ 752**
From Indirect	$ 204	$ 213	$ 222	$ 229	$ 236	$ 273	$ 284	$ 381	**$ 8,238**	**$ 275**
From Induced	$ 170	$ 178	$ 186	$ 192	$ 197	$ 229	$ 235	$ 315	**$ 6,833**	**$ 228**
Total	**$ 941**	**$ 985**	**$ 1,027**	**$ 1,058**	**$ 1,090**	**$ 1,263**	**$ 1,291**	**$ 1,735**	**$ 37,643**	**$ 1,255**
FTE Jobs - Residents									**Max**	**Average**
From Direct	15	15	15	15	15	15	12	12	**15**	**13**
From Indirect	3	3	3	3	3	3	2	2	**3**	**3**
From Induced	3	3	3	3	3	3	2	2	**3**	**3**
Total	**21**	**21**	**21**	**21**	**21**	**21**	**16**	**16**	**21**	**18**

Source: Hunden Partners

Fiscal Impact

Private Management Structure

Under third-party management, the Duncanville Fieldhouse is projected to generate approximately $10.1 million in gross local tax revenue for the City of Duncanville over a 30-year period. This includes revenue from both City Sales Tax and City Hotel Tax. Compared to current operations, which are estimated to generate $6.8 million in local taxes, third-party management is expected to be able to drive events into the building that increase city tax revenues.

Gross Taxes Generated - City of Duncanville ($000s)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10	Year 20	Year 30	Total	Average
Local Taxes										
City Sales Tax (2%)	$ 154	$ 161	$ 168	$ 173	$ 178	$ 206	$ 199	$ 267	**$ 5,905**	**$ 197**
City Hotel Tax (7%)	$ 83	$ 88	$ 93	$ 96	$ 99	$ 114	$ 154	$ 207	**$ 4,163**	**$ 139**
Total	**$ 238**	**$ 250**	**$ 261**	**$ 268**	**$ 276**	**$ 321**	**$ 353**	**$ 474**	**$ 10,068**	**$ 336**

Source: Hunden Partners

Impact Summary & Comparison

- Private management is expected to be able to drive more impact to the City of Duncanville. **However, this is contingent on the agreement put in place and alignment of incentives for the operator selected.**
- A portion of the non-quantifiable community benefits of the local users that call the Fieldhouse home may be at risk.
- **Increased impact under a private management structure is not guaranteed;** it depends heavily on the quality of the selected team, their reputation, and the strength of the managerial staff assigned to the Fieldhouse.

30-Year Summary of Impacts
Duncanville Fieldhouse Current vs. Private Management

	Current	Private Mgmt.
Gross Spending	**(millions)**	**(millions)**
Direct	$263	$355
Indirect	$97	$133
Induced	$78	$106
Total	**$439**	**$594**
Gross Earnings	**(millions)**	**(millions)**
From Direct	$17	$23
From Indirect	$6	$8
From Induced	$5	$7
Total	**$28**	**$38**
Gross FTEs	**(Peak)**	**(Peak)**
From Direct	11	15
From Indirect	2	3
From Induced	2	3
Total	**16**	**21**
Gross Tax Impact	**(millions)**	**(millions)**
City Sales Tax (2%)	$4.6	$5.9
City Hotel Tax (7%)	$2.2	$4.2
Total	**$6.8**	**$10.1**

Source: Hunden Partners

hunden partners

213 W. INSTITUTE PLACE,
SUITE 707, CHICAGO, IL 60610

312.643.2500

WWW.HUNDEN.COM

Hunden Strategic Partners is a full-service real estate development advisory practice specializing in destination assets.

With professionals in Chicago, San Diego, Indianapolis and Minneapolis, Hunden provides a variety of services for all stages of destination development in:

- Real Estate Market & Financial Feasibility
- Economic, Fiscal & Employment Impact Analysis (Cost/Benefit)
- Organizational Development
- Public Incentive Analysis
- Economic and Tourism Policy/Legislation Consulting
- Research & Statistical Analysis
- Developer Solicitation & Selection

The firm and its principal have performed more than 1,000 studies over the past 20 years, with more than $20 billion in built, successful projects.

Assessment of Current Operations

Key Opportunities

City Control & Public Mission
Ensure the facility continues to serve community needs, remaining a valued public asset while optimizing operational efficiency.

Affordability & Accessibility
Offer affordable, youth-focused programs and local leagues that maintain profitability and long-term sustainability.

Established Community Presence
Strengthen public appreciation for the facility and further demonstrate its economic impact on the community.

Key Considerations

Lack of Sales & Marketing Strategy
Without a dedicated promotional effort, the venue may struggle to attract large tournaments and external revenue opportunities.

Financial Strain on the City
If the facility operates at a loss, the city will need cover shortfalls, potentially diverting funds from other essential services.

Limited Innovation & Growth
As a government-run entity, the facility may face challenges adapting quickly to evolving market trends and demands.

Evaluating Private Management

Key Opportunities

Business-Oriented Operations
A private operator could enhance efficiency, drive revenue, and reduce reliance on public funding for ongoing maintenance and staffing.

Increased Event Bookings
Experienced management firms bring valuable networks that could attract regional and national tournaments, boosting facility usage.

Potential for Profitability
Under private management, the facility has the potential to become self-sustaining or even profitable.

Key Considerations

Profit-Driven Approach
Private operators may prioritize revenue over community access, potentially limiting affordable programs for local youth.

Contract & Accountability Risks
A strong contract is essential to protect the city's interests, as poor management could still lead to financial issues.

Potential for Costly Transition & Loss of City Control
Transitioning to private management may incur upfront costs and disrupt existing programming, with the city losing some oversight over pricing, programming, and public benefits.

Consideration of Selling the Facility

Key Opportunities

Offloads Financial Responsibility
The city would no longer be responsible for maintenance, staffing, or operational costs, freeing up resources for other community needs.

Generates Property Tax Revenue
If sold to a private entity, the facility would contribute to the tax base, providing ongoing revenue.

Potential for Private Investment
A new owner may invest in facility upgrades or expansion, benefiting the local economy and increasing facility appeal.

Key Considerations

Loss of Public Control
The city would no longer have control over programming, pricing, or accessibility decisions, reducing its influence on public benefit.

Potential Shift Away from Community Focus
A private owner may prioritize profit over public access, potentially reducing youth programs and community engagement.

Risk of Ownership Changes
The facility could be resold, repurposed, or even closed in the future, which could impact its availability and alignment with community needs.

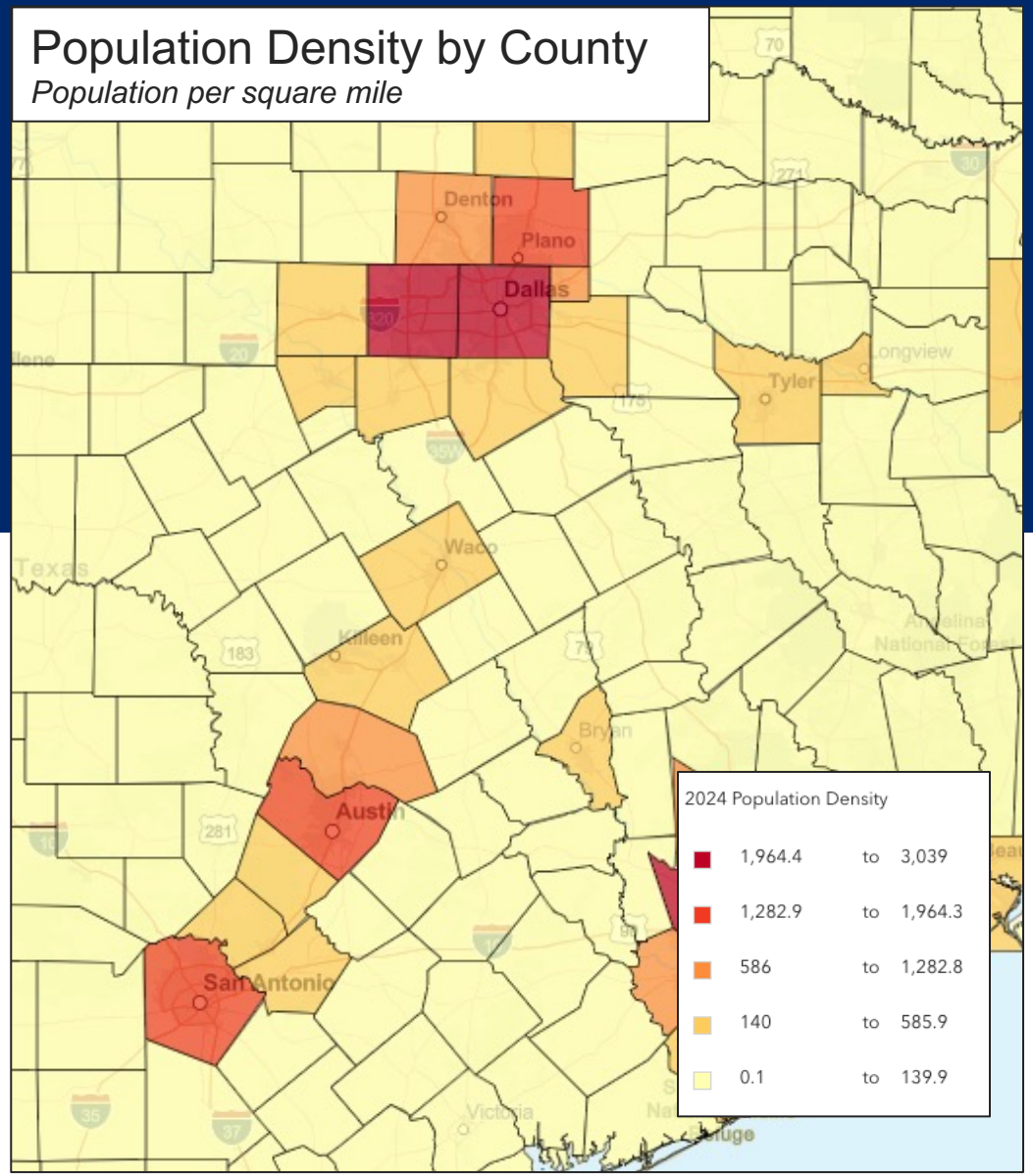
Local Sports Hub

- **Duncanville is a part of the Dallas-Fort Worth Metroplex, one the fastest growing MSAs in the United States.**
- **The capturable local population base provides the Duncanville Fieldhouse with a strong market opportunity.**
- **High school programs and professional camps indicate a robust regional talent pipeline in the local area.**

Estimated Drive-Time Statistics from Duncanville Fieldhouse (2024)

	30-Minute	60-Minute	90-Minute
Population	2,738,430	7,789,915	9,010,061
Households	1,012,878	2,833,328	3,288,655
Median Household Income	$73,556	$88,038	$85,776
Median Home Value	$316,942	$369,577	$359,033
Median Age	34.7	35.9	36.4

Source: ESRI



Local Indoor Sports Facility Supply

Local indoor facilities contain limited offerings compared to the Duncanville Fieldhouse and attract mostly local visitors.

While unsuitable for large tournaments, some facilities provide infrastructure for partnerships to attract larger tournaments in need of additional offsite courts.

Although some facilities lie outside of Duncanville's city limits, the city has an opportunity to facilitate partnerships with certain facilities when necessary.

City of Duncanville - Indoor Sports Facility Supply

Facility Name	Distance from Project Site	2024 Visits	2024 Visitors	% of Visits Over 25 Miles	% of Visits Over 100 Miles	Basketball	Volleyball	Indoor Turf
Duncanville Recreation Center	1.6	29,900	5,300	3.7%	–	1	2	-
Soccer Plaza	1.8	–	–	–	–	-	-	2
Duncanville High School	3.6	–	–	–	–	3	6	-
Cedar Hill High School	4.2	–	–	–	–	2	4	-
Jesse Owens Memorial Athletic Complex	4.9	143,000	124,500	8.9%	3.6%	1	2	-
Cedar Hill Recreation Center	5.0	165,500	35,800	5.1%	1.8%	2	4	-
DeSoto High School	5.0	–	–	–	–	2	4	-
DeSoto Recreation Center	5.1	51,400	14,900	10.1%	3.1%	2	4	-
Trinity Basin Preparatory Athletic Complex	6.1	40,800	18,700	22.5%	10.3%	3	6	-
***Average*/Total**	***4.14***	***86,120***	***39,840***	***10.1%***	***4.7%***	**16**	**32**	**2**
Duncanville Fieldhouse	**--**	**325,300**	**88,600**	**34%**	**14%**	**6**	**10**	**-**

"--" denotes insufficient or sensitive data

Source: Placer.ai & Various Sources

* Attendance data is filtered by all visit durations

STAFF REPORT

MEETING: City Council - March 17, 2026

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

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

Pillar:

STAFF RESPONSIBLE:

BACKGROUND/HISTORY:

POLICY EXPLANATION:

FUNDING SOURCE:
ORG and Object Number
N/A

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

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

ATTACHMENTS:
None

STAFF REPORT

MEETING: City Council - March 17, 2026

TITLE:
City Council shall convene into closed session for consultation with City Attorney pursuant to Texas Government Code Section 551.071 regarding Life School vs 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:

STAFF RESPONSIBLE:
Robert Hager, City Attorney

BACKGROUND/HISTORY:
City Council shall convene into closed session for consultation with City Attorney pursuant to Texas Government Code Section 551.071 regarding Life School vs the City of Duncanville.

POLICY EXPLANATION:
City Council shall convene into closed session for consultation with City Attorney pursuant to Texas Government Code Section 551.071 regarding Life School vs the City of Duncanville.

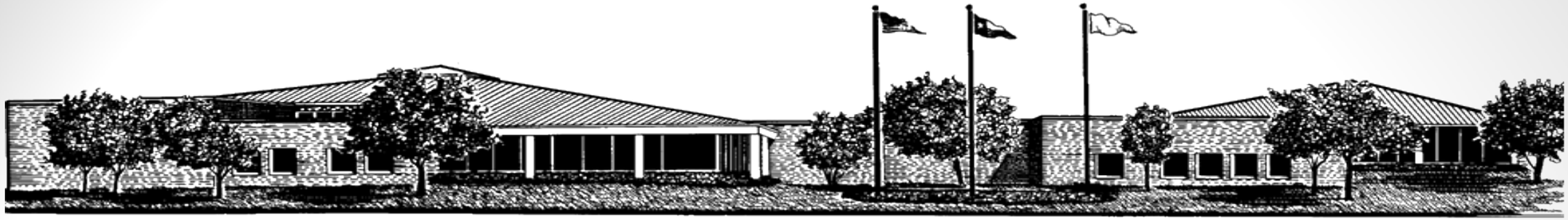
FUNDING SOURCE:
ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

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

ATTACHMENTS:
None



KEEP DUNCANVILLE BEAUTIFUL SPRING 2026 BEAUTIFICATION WINNERS

MARCH 17, 2026

TYLER AGEE
ASSISTANT DIRECTOR OF PARKS AND RECREATION
KDB STAFF LIAISON

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

City of Duncanville

District 1
Fernando Rangel
1002 Dove Creek Dr.

City of Duncanville

District 2
Anita Felton
1426 Cardinal Creek Dr.

City of Duncanville

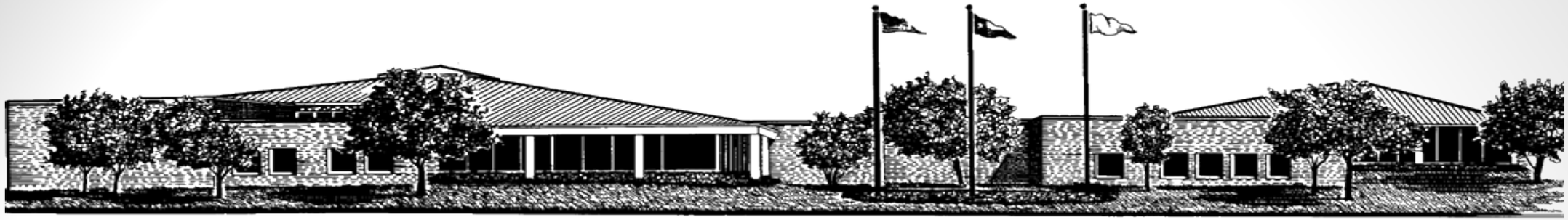
District 3
John & Mary Jauchen
602 Truman Ct.

City of Duncanville

District 4
Alicia Young
1503 Halsey Dr.

City of Duncanville

District 5
Pedro Rodriguez
1147 Aspen Dr.



KEEP DUNCANVILLE BEAUTIFUL SPRING 2025 BUSINESS BEAUTIFICATION AWARD

MARCH 17, 2026
TYLER AGEE
ASSISTANT DIRECTOR OF PARKS AND RECREATION
KDB STAFF LIAISON

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

City of Duncanville

Spring 2025

Business Beautification Award

Ferrante Hair Studio

807 S. Main Street, Duncanville, TX 75137

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, the City of Duncanville is committed to improving the physical quality of community life; and

WHEREAS, the *Keep Duncanville Beautiful Board* was established to promote this commitment; and

WHEREAS, the mission of the *Keep Duncanville Beautiful Board* is to empower Duncanville citizens and businesses to take responsibility for enhancing their community environment; and

WHEREAS, each quarter the *Keep Duncanville Beautiful Board* recognizes one commercial property within the City for significant improvements to the exterior portion of the property, landscape improvements, and/or long-term maintenance of the property that exemplifies high quality standards; and

WHEREAS, the Ferrante Hair Studio located at 807 S. Main St. has been selected as the Business Beautification Award recipient for Spring 2026

NOW, THEREFORE, I, Greg Contreras, Mayor of the City of Duncanville, Texas, do hereby urge all residents to join me in congratulating the Ferrante Hair Studio located at 807 S. Main St. and commending this business for contributing to the beautification of our City.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 17th day of March, 2026.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - March 17, 2026

TITLE:
Arts Commission Annual Report

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

Pillar:

STAFF RESPONSIBLE:
Alex Hamby, Communications and Marketing Administrator

BACKGROUND/HISTORY:
The Duncanville Arts Commission respectfully submits its Annual Report to the City Council, as required by City ordinance and Council directive. Chair Angela Thorpe-Harris will present this report during the March 17, 2026, City Council meeting.
This report documents a transformative year for arts and culture in Duncanville. Since the Commission was formed, the Arts Commission has evolved from an advisory body into an active catalyst for cultural programming, community engagement, and artistic development. The Commission has successfully administered three competitive grant cycles, participated in numerous city events, launched innovative programming initiatives, and established partnerships that position Duncanville as a culturally vibrant community.

Key Accomplishments:

- Administered three grant cycles with 37 applications totaling $252,492 requested; $94,285 awarded
- Created and revised comprehensive Arts Grant Policy and Guidelines
- Presented or participated in 15+ community events and programs
- Planned new initiatives: D’ville Voices podcast, Duncanville Poet Laureate position
- Developed Arts Commission identity materials (business cards, photobook,

giveaways)
- Established strategic partnerships with DISD, Duncanville Community and Economic Development Corporation, community organizations
- Advanced discussions on Armstrong Park Cultural District and public art projects

COMMISSION LEADERSHIP AND GOVERNANCE

Chair: Angela Thorpe-Harris
Vice Chair: Mac Browning
Members: Julio Avila, Patricia Coleman, Luke Durmon, Amy Jackson, Linda Lydia, and Mary Ann Taylor
Council Liaison: DeMonica Gooden, Councilmember At-Large
Staff Liaison: Alex Hamby, Communications and Marketing Administrator
The Commission has maintained consistent meeting schedules and demonstrated exceptional dedication to advancing arts and culture throughout the community. Commission members have served not only as grant reviewers but as active participants in community events, cultural ambassadors, and strategic partners in city initiatives.

MAJOR ACCOMPLISHMENTS: MARCH 2025 – MARCH 2026

1. ARTS GRANT PROGRAM ADMINISTRATION

The Commission's primary responsibility has been the design, implementation, and administration of the City's competitive Arts Grant Program.

Grant Cycles Administered (Since March 2025):

Fiscal Year Quarter	Applications Received	Total Requested	Total Awarded
FY25 Q4 (Mar-May 2025)	15	$88,192	$42,185
FY26 Q1 (Jun-Aug 2025)	9	$56,600	$12,000
FY26 Q2 (Sep-Nov 2025)	13	$107,700	$40,100
TOTAL	**37**	**$252,492**	**$94,285**

Program Impact:

- The Commission received 37 grant applications representing diverse artistic disciplines and community needs
- Total funding requested ($252,492) demonstrates significant demand for arts programming in Duncanville
- Total awarded ($94,285) reflects careful stewardship of public resources and a competitive selection process
- Funded projects reached hundreds of community members and visitors through performances, exhibitions, educational programs, and cultural celebrations

Policy Development:

- Created a comprehensive Arts Grant Policy establishing transparent criteria, application procedures, and evaluation standards

- Revised policy based on lessons learned from initial grant cycles
- Ensured accessibility, equity, and alignment with City Council's vision for arts and culture

2. GRANT-FUNDED PROGRAMMING AND EVENTS

The Commission successfully supported diverse artistic projects that enhanced community engagement:

Rhythm of the Heartbeat Dance Experience
Armstrong Park Cultural District – Professional dance performance celebrating movement and cultural expression

Live Jazz with Second Sunday Jammers
D.L. Hopkins Jr. Senior Center – Monthly jazz programming for seniors and jazz enthusiasts

Christmas With Masters Voice
First Christian Church, Main Street – Holiday musical performance bringing community together

Fixin' His Plate
Duncanville Fieldhouse – Original theatrical production showcasing local talent

These and more grant-funded events demonstrated the Commission's commitment to:

- Supporting professional and emerging artists
- Utilizing city facilities (Armstrong Park, Hopkins Center, Fieldhouse)
- Serving diverse audiences (seniors, families, theater enthusiasts)
- Building cultural programming infrastructure

3. ARTS COMMISSION PRESENTS: SIGNATURE PROGRAMMING

The Commission expanded beyond grant administration to produce and coordinate signature events:

- **Juneteenth 2025 – Week-Long Celebration**
- **Hispanic Heritage Month Kick-Off**
- **BloomFest**
- **Other Arts Commission Presentations:**
    - Painting at Duncanville Library
    - Movies in the Park: *A Million Miles Away*
    - Hispanic Heritage Festival

- National Night Out arts activities
- Boo Bash fall festival
- Holiday Lights in the Park Parade

4. COMMUNITY ENGAGEMENT AND PARTNERSHIPS

The Commission actively participated in city-wide events, demonstrating commitment to integrated arts programming:

City Events:

- Fall Family Trunk or Treat
- Family Literacy Festival at Alexander Elementary
- PACE High School Career Day Expo 2026

Strategic Partnerships Developed:

Duncanville ISD Partnership

Working with Lonka Serrano, Family and Community Engagement Coordinator, to integrate arts into educational programming and reach student audiences

Advisory Board and Community Engagement

- Business Networking Mixers with Duncanville Community Economic Development
- Partnership with The Hispanic Coalition of North Texas
- Collaboration with NV Radio 95.5 FM for arts promotion

Cultural Heritage Projects

- Toured Olden Year (DeFord Museum) with Monte Anderson, City Representatives, and Arts Foundation
- Explored cultural preservation and storytelling opportunities

Present and Future Public Art Initiatives

- Water Drain Art project discussion with Patricia Ebert, Public Works Department
- Student Mural Contest with J. Reece Edwards, Vice Chair of Keep Duncanville Beautiful
- Armstrong Park Cultural District development

5. ORGANIZATIONAL DEVELOPMENT AND BRANDING

The Commission invested in professional identity and infrastructure:

Brand Development:

- Arts Commission Business Cards for commissioners and networking
- Photobook documenting Commission activities, grant recipients, and community impact
- Giveaways for community events and public engagement

Planned Communications Innovation:

- **D'ville Voices Podcast:** Launching podcast series to highlight Duncanville artists, community leaders, and stakeholders

Institutional Development:

- **Duncanville Poet Laureate Position:** Created new honorary position to elevate literary arts and provide platform for local poets

FINANCIAL SUMMARY

Arts Grant Program Budget
Total Applications Received: 37 applications
Total Funding Requested: $252,492
Total Funding Awarded: $94,285
Selection Rate: Approximately 37% of requested funding awarded

Fiscal Responsibility:

- Commission demonstrated careful evaluation and prioritization
- Balanced community demand with available resources
- Ensured geographic and demographic diversity in funded projects
- Maintained transparency and fairness in selection process

Administrative Efficiency

The Commission has operated with minimal administrative overhead:

- Staff support provided through existing city resources (Communications and Marketing)
- Volunteer hours contributed by commissioners for event participation, grant review, and community outreach
- Leveraged partnerships to maximize impact

OUTCOMES AND COMMUNITY IMPACT

Quantitative Impact

- **37 grant applications** reviewed across three competitive cycles
- **$94,285 invested** in local artists, schools, and nonprofit organizations
- **15+ major events** produced, coordinated, or participated in
- **1,000+ estimated attendees** at Arts Commission-supported programs
- **Multiple city facilities activated** for cultural programming (Armstrong Park, Hopkins Center, Library, Fieldhouse)

Qualitative Impact

Community Engagement:

- Increased awareness of Duncanville as arts-friendly community
- Enhanced civic pride through cultural celebrations
- Intergenerational programming (seniors at Hopkins Center, youth at school events, families at festivals)

Artist Support:

- Provided funding for professional artists, emerging creators, and community groups
- Created platform for local artists to showcase work (Arts Tours, exhibitions)
- Built network of creative practitioners connected to city resources

Inclusion:

- Juneteenth celebration honoring African American heritage
- Hispanic Heritage Month programming celebrating Latino culture
- Diverse artistic disciplines funded (dance, music, theater, visual arts, literary)
- Programming accessible across neighborhoods and demographics

Economic Development:

- Arts programming driving foot traffic to local businesses
- Business mixers integrating arts and economic development
- Cultural tourism potential through signature events

GOALS AND RECOMMENDATIONS FOR FY 2026-2027

Short-Term Goals (Next 12 Months)

1. **Complete FY26 Grant Cycles**
    - Administer Q3 and Q4 grant cycles
    - Monitor and evaluate funded project outcomes
    - Document success stories and community impact

2. **Launch Poet Laureate Program**
    - Finalize position description and selection process
    - Conduct inaugural Poet Laureate selection
    - Integrate poet into city events and programming

3. **Produce D'ville Voices Podcast**
    - Launch first season, highlighting Duncanville artists and community members
    - Build audience and community engagement
    - Create archive of cultural stories and creative voices

Long-Term Goals (2-5 Years)

1. **Armstrong Park Cultural District Formalization**
    - Assist as needed with state designation
    - Secure additional funding streams

2. **Sustainable Funding Growth**
    - Explore supplemental revenue sources
    - Consider public-private partnerships

ACKNOWLEDGMENTS

The Arts Commission expresses gratitude to:
Mayor Greg Contreras and City Council for vision, leadership, and financial commitment to arts and culture

Council Liaison DeMonica Gooden for advocacy, guidance, and consistent support

City Manager and Staff for administrative support, facility coordination, and partnership

Funded Artists and Organizations for creativity, professionalism, and contribution to community vitality

Community Partners: Duncanville ISD, Duncanville Community and Economic Development Corporation, Arts Foundation, Keep Duncanville Beautiful, NV Radio, local businesses

Volunteers and Community Members who attended events, supported artists, and celebrated creativity

CONCLUSION

The Duncanville Arts Commission has demonstrated exceptional productivity, creativity, and community impact during its first full year of expanded operations. From administering competitive grant cycles to producing signature local celebrations, from establishing strategic partnerships to launching innovative initiatives like the Poet Laureate and D'ville Voices podcast, the Commission is positioning Duncanville as a community that values and invests in arts and culture.

The demand for arts programming, evidenced by 37 grant applications totaling $252,492, confirms that arts funding is meeting genuine community needs. The Commission's work has enhanced quality of life, strengthened civic pride, supported local artists, activated public spaces, and created connections across diverse populations.

Chair Angela Thorpe-Harris and the Arts Commission look forward to presenting this report and answering Council's questions on March 17, 2026. The Commission stands ready to continue serving as advisors and advocates for arts and culture as an essential component of a thriving Duncanville.

Respectfully submitted,

Angela Thorpe-Harris, Chair
Duncanville Arts Commission

Alex Hamby
Communications and Marketing Administrator
Staff Liaison to the Arts Commission

POLICY EXPLANATION:

FUNDING SOURCE:
Arts Fund

ACTION ALTERNATIVES:

ATTACHMENTS:

2026-03-17- Arts Commission Annual Report

Duncanville
City of Champions

Duncanville
ARTS
Commission

ARTS COMMISSION ANNUAL REPORT

MARCH 17, 2026

ANGELA THORPE-HARRIS, ARTS COMMISSION CHAIR

City of Duncanville

Duncanville
City of Champions

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

ARTS COMMISSION PRESENTS

- **Juneteenth 2025** week-long celebration at the Duncanville Public Library / Recreation Center
  - Literary Café / Writers
  - Spoken Word
  - Drumming and Storytelling
  - Dancing
  - Culinary with Artist Q & A
- **Business Mixer** - Summer Jazz Note (Xela Bistro & Music Lover's Learning Center)
- **Hispanic Heritage Month Kick-Off** – (Los Jefes Mexican Street Food, Main Street)
- **Arts Tour** – Duncanville Artists Terry Hays, Kathy Robinson-Hays, Vincent Jackson, and Duncanville Bookstore with lunch at Xela Bistro and additional artists on display
- **Grant policy** created and revised
- Arts Commission **Business Cards**, **Photobook**, and **Giveaways**
- **Launching podcast** – D'Ville Voices
- Creation of a **Duncanville Poet Laureate** position

City of Duncanville

Duncanville
City of Champions

City of Duncanville

Duncanville
City of Champions

CITY EVENTS WE PARTICIPATED IN

- BloomFest
- Painting at Duncanville Library
- Movies In The Park – A Million Miles Away
- Hispanic Heritage Festival
- National Night Out
- Boo Bash
- Holiday Lights in the Park & Parade

City of Duncanville

Duncanville
City of Champions

DUNCANVILLE ISD WITH LONKA SERRANO, FAMILY AND COMMUNITY ENGAGEMENT

- Fall Family Trunk or Treat Family Literacy Festival at Alexander Elementary
- PACE High School – Career Day Expo (2/2026)

City of Duncanville

Duncanville
City of Champions

GRANT RECIPIENT EVENTS

- **Rhythm of the Heartbeat Dance Experience**
  (Armstrong Park Cultural District)
- **Live Jazz with Second Sunday Jammers**
  (D.L. Hopkins Jr. Senior Center)
- **Christmas With Master's Voice**
  (First Christian Church, Main St.)
- Stage Play – **Fixin' His Plate**
  (Duncanville Fieldhouse)

City of Duncanville

Duncanville
City of Champions

POLICY REVISIONS

- **3** grant cycles since March 2025
- Applications received
  - FY25 Q4: **15**
  - FY26 Q1: **9**
  - FY26 Q2: **13**
- **37** grants received since inception
- **$252,492** total requested
- **$94,285** total paid

City of Duncanville

Duncanville
City of Champions

POSSIBLE FUTURE PROJECT DISCUSSIONS OR COLLABORATIONS IN THE PIPELINE

- **Community Engagement Advisory Board** – Townhall, BloomFest
- **Business Networking Mixers with Duncanville Community & Economic Development**
- **The Hispanic Coalition of North Texas, NV Radio 95.5 FM**
- **Toured Olden Year a/k/a DeFord Museum** (Monte Anderson, City Reps, Arts Foundation)
- **Water Drain Art** – Patricia Ebert & Public Works Department
- **Student Mural Contest** – J. Reece Edwards, Vice Chair-Keep Duncanville Beautiful

Duncanville Community and Economic Development Corporation (DCEDC) and Tax Increment Financing Board (TIF) Joint Meeting with City Council Minutes
Monday, February 23, 2026

CALL TO ORDER

A special joint meeting of the Duncanville City Council was called to order on Tuesday, February 3, 2026, at 6:13 PM in D. L. Hopkins Senior Center with a quorum to wit:

Council Present:	Mayor Greg Contreras Mayor Pro-Tem DeMonica Gooden Councilmember Jeremy Koontz Councilmember Joe Veracruz Councilmember Don McBurnett Councilmember Karen Cherry-Brown – exited the meeting at 8:39 PM
Council Arriving At:	
Council Absent:	Councilmember Kyle Pennebaker

INVOCATION – DCEDC Chair Patrick Harvey

PLEDGE OF ALLEGIANCE – led by Patrick Harvey

1. CITIZEN'S PUBLIC FORUM

No citizen comments

2. CONSENT AGENDA

A. Consideration and possible action to approve a Resolution authorizing the execution of a Professional Service Agreement with Catalyst Commercial to provide economic development advisory services to the City and Duncanville Community and Economic Development Corporation, in an amount not to exceed $49,000.

After approval by DCEDC.

Councilmember Don McBurnett made a motion to approve the agenda item, Mayor Pro Tem DeMonica Gooden seconded the motion. The vote was cast 6 for, 0 against.

B. Receive and consider approval of the City of Duncanville Tax Increment Reinvestment Zone No.1 Fiscal Year 2025 Annual Report.

After approval by the TIF Board.

Councilmember Don McBurnett made a motion to approve the agenda item, Mayor Pro Tem DeMonica Gooden seconded the motion. The vote was cast 6 for, 0 against.

DRAFT

3. REPORTS

A. Briefing and Discussion on Comprehensive Plan Implementation and Development Considerations

Presented by Assistant City Manager Mark Rauscher and Kevin Shepherd with Verdunity.

B. Briefing on Proposed Updates to the DCEDC Bylaws for Alignment and Governance Clarity

Presented by Assistant Economic Development Director Marlon Goff. Mayor Pro Tem Gooden requested more information regarding real estate transactions. Mayor Contreras recommended workshops for more complex issues.

C. Briefing on DCEDC and TIF Fund Financial Status

Presented by Marlon Goff

D. Briefing on the history and current status of a vacant real estate site owned by the DCEDC and commonly referred to as Railroad Flats.

Presented by Marlon Goff

E. Briefing on a Request for Expressions of Interest (RFEI) to solicit concept proposals from the real estate development community for a Vacant Property owned by the DCEDC and located at 200 W Center Street.

Presented by Marlon Goff

4. PUBLIC HEARING

None

5. OTHER BUSINESS

6. EXECUTIVE SESSION

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.

No executive session

7. RECONVENE INTO OPEN SESSION

8. TAKE ANY NECESSARY OR APPROPRIATE ACTION AS A RESULT OF CLOSED EXECUTIVE SESSION

DRAFT

ADJOURNMENT

The meeting was adjourned at 8:59 PM.

APPROVED:

_____

CITY SECRETARY

DRAFT

Duncanville City Council Meeting Minutes
Tuesday, March 3, 2026

CALL TO ORDER

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

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

Council Arriving At:
Council Absent:

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

Mayor Contreras read the item into the record, and Interim City Manager Richard Abernethy reviewed each item.

2. CITY COUNCIL CALENDAR

A. March 2026 and April 2026 Calendars

City Secretary Chiquita Taylor reviewed the Council Calendar.

3. BRIEFINGS / PRESENTATIONS

A. Briefing on Human Resources Information/Payroll System

Presented by Human Resources Director Ashley Jacobs. Mayor Contreras would like a more in-depth discussion on this item in a workshop.

B. Briefing on Grand Prairie Fire Department specialized response operations available to Duncanville Fire Department through Statewide Mutual Aid.

Presented by Fire Chief Chris Conneally.

DRAFT

EXECUTIVE SESSION

Mayor Contreras recessed the Briefing Session at 6:34 p.m. for City Council to convene into Executive Session.

The Executive Session was called into session at 6:35 p.m. and Mayor Contreras read the item into the record.
The Council closed the Executive Session at 7:02 p.m.

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

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

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

Pastor Diego Mota with Duncanville First Baptist Church delivered the Invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

4. REPORTS

A. Mayor's Report

Mayor Contreras commended the staff on the Black History Month Fireside Chat this past week.

B. Councilmembers' Report

Councilmember McBurnett asked for prayers and blessings for former Police Officer Doug Sisk on the loss of his Mom. He also asked for prayers for the former Chamber President Steve Martin. He then reviewed upcoming events in the city. Mayor Pro Tem Gooden reminded all to keep the military and their families in your prayers.

C. City Manager's Report

City Manager Abernethy reported that March is Women's History Month and mentioned the display in the lobby and the upcoming Fireside Chat on March 26th. He informed every one of the upcoming severe weather in the city, and reminded them to sign up for emergency notifications

5. PROCLAMATIONS AND PRESENTATIONS

A. Proclamation for Women's History Month 2026.

DRAFT

Read by Councilmember Cherry-Brown and presented to Project Manager Angel Deal.

6. CITIZENS' INPUT

Erika Browning 442 E. Cherry St.
Item 8D - Railroad Flats

Justin Reece Edwards 226 Mizell
St. Hilltop Haven

7. CONSENT AGENDA

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

A. Consider the minutes for the February 17, 2026, City Council Meeting.

B. Consider a Resolution canceling the May 2, 2026, General Election.

C. Consider a resolution for an appointment to fill a vacancy on the Boards and Commissions for the Keep Duncanville Beautiful Board.

D. Consider a resolution to approve a HOT Fund Award to Hilton Garden Inn

E. Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Rush Truck Centers of Texas, L.P., to purchase two dump trucks through BuyBoard Contract 723-23 in the expenditure amount of $205,879.16.

F. Consider a resolution authorizing the City Manager to execute the Ash Grove Cement Plant Access Agreement to utilize their facilities for the purposes of ropes related fire rescue training.

G. Consider a Resolution to issue a Notice of Intent to Issue Certificate of Obligation (CO) Bonds

H. Consider a Resolution authorizing the application to the North Central Texas Council of Governments and FY26 Homeland Security Grant– State Homeland Security Program (SHSP) for a thermal imaging equipment that will be used for and in support of the Police Department’s Special Operations Unit, to provide funding to purchase thermal imaging equipment, with a total grant value of approximately $30,000.00.

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

8. ITEMS FOR INDIVIDUAL CONSIDERATION

DRAFT

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

No action taken.

B. Consider a resolution to adopt the new Community Pillars, Core Values and Mission Statement

Presented by Angel Deal.

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

C. Consider an Ordinance Merging the Sign Control Board into the Zoning Board of Adjustment (ZBA)

Presented by Assistant City Manager-Community Mark Rauscher.

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

D. Conduct a public hearing to consider a Chapter 380 Agreement with Pegaso California Construction Corporation as part of the acquisition and redevelopment of the Railroad Flats Property, owned by the Duncanville Community and Economic Development Corporation (DCEDC).

Presented by Assistant Economic Development Director Marlon Goff.

Mayor Contreras opened the public hearing at 7:37 pm
Spoke in Opposition:
Maria De La Rosa 1107 Rock Springs Rd.
Erika Browning 442 E. Cherry St.

Spoke in Support:
Jim Jones 1621 Nob Hill Cir.

Councilmember Don McBurnett made a motion to close the public hearing, Mayor Pro-Tem DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against.
The public hearing was closed at 7:41 pm.

Mayor Contreras asked Mr. Goff to confirm that the vote was for the property's economic incentives. Mr. Goff reviewed the requested incentives. Councilmember Koontz confirmed that the purchase-sale agreement is contingent on approval of the 380 Agreement. Councilmember McBurnett asked if there are any restrictions on

DRAFT

the incentives. Mr. Goff stated it is dependent on the milestones in the project being met. Councilmember Koontz requested that we make use of the agreement with Catellus to workshop the city-owned properties, including this one.

Councilmember Jeremy Koontz made a motion to approve the item, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 5 for, 2 against (Mayor Pro Tem DeMonica Gooden and Councilmember Jeremy Koontz).

E. Consider a resolution establishing the Charles F. Ladd Nature Preserve Advisory Committee, defining their scope of work, and appointing members to the committee.

Presented by Parks and Recreation Director Bart Stevenson.

Mayor Contreras stated he is in support of staff selecting the persons for the Ladd Nature Preserve Advisory Committee. The Council recommends seven members for the committee.

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

F. Consider a resolution approving funding awards for the 2nd quarter of Fiscal Year 2025-2026 City of Duncanville Arts Grant Program as recommended by the Duncanville Arts Commission.

Presented by Communications and Marketing Administrator Alex Hamby.

Mayor Pro-Tem DeMonica Gooden made a motion to approve the item, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 7 for, 0 against.

G. Consider a resolution adopting the Arts Funding Policy and Grant Guidelines Revision

Presented by Alex Hamby.

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

H. Consider an ordinance repealing and replacing Section 16A-39, “Murals,” of Ordinance No. 1909, § 1, 10-5-04, to remove restrictions on branded content and business identification in murals

Presented by Alex Hamby.

Mayor Contreras voiced a concern that there may be a conflict with the sign ordinance and asked that the sign ordinance provide an exception for murals.

DRAFT

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

I. Consider a resolution approving a mural at Xela Bistro, 1117 S. Main Street, Duncanville, TX 75137.

Presented by Alex Hamby.

Mayor Pro-Tem DeMonica Gooden made a motion to table this item pending the approval of item H, Councilmember Kyle Pennebaker seconded the motion. The vote was cast 6 for, 1 against (Councilmember Don McBurnett).

9. STAFF AND BOARD REPORTS

None

ADJOURNMENT

The meeting was adjourned at 8:33 p.m.

APPROVED:

_____

CITY SECRETARY

DRAFT

STAFF REPORT

MEETING: City Council - March 17, 2026

TITLE:
Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Metro Fire Apparatus Specialists, Inc. for fire apparatus repairs through the Local Government Purchasing Cooperative (BuyBoard) Contract 746-24 for a one-year term with a renewal option for one additional term to expire September 30, 2027, in an estimated contract amount not to exceed $150,000.00, subject to City Council appropriation.

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

Pillar:
Develop: Infrastructure Improvement Strategy

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

STAFF RESPONSIBLE:
Matt Bryant

BACKGROUND/HISTORY:
The Equipment Services Division of the Public Works Department services and repairs the City of Duncanville's vehicles and equipment. The City relies on outside vendors for fire engine repairs due to having a small staff, insufficient specialized training, and equipment. Each year, the Equipment Services Division of the Public Works Department allocates funds in its budget for contractual services to cover the costs of these outside repairs.

POLICY EXPLANATION:
City Council is requested to approve an agreement with Metro Fire Apparatus Specialists, Inc., for a total of $150,000.00. The estimated annual expenditures are $50,000.00 for the remainder of fiscal year 2025-2026 and $100,000.00 for fiscal year

2026-2027, as outlined below, subject to future appropriation.

FY2025-2026: $50,000.00
FY2026-2027: $100,000.00

The BuyBoard agreement expires on September 30, 2026. It includes an option for one additional one-year renewal. The contract is expected to be renewed before that date. However, if it is not renewed, staff will request the City Council's approval of a new fire apparatus repairs agreement.

FUNDING SOURCE:

ORG and Object Number

01066700-700450 (Equipment Services/Contractual Services)

Available Budget	**Purchase Amount**	**After Encumber**
$113,723.17	$50,000.00	$63,723.17

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Attachment 1 - Vendor Contract Information Summary, Attachment 2 - BuyBoard Renewal Letter, Attachment 3 - Metro Fire Apparatus Specialists, Inc. Contract Documentation, Resolution No. - Metro Fire

Menu

Vendor Contract Information Summary

Vendor	Metro Fire Apparatus Specialists, Inc.
Contact	Andy King
Phone	713-692-0911
Email	aking@mfas.cm
Vendor Website	www.mfas.com
TIN	76-0598763
Address Line 1	17350 State Hwy 249 Ste 250
Vendor City	Houston
Vendor Zip	77064
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 Days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Prepaid and Add to Invoice
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	Texas
Contract Name	Fire Service Apparatus Vehicles
Contract No.	746-24
Effective	10/01/2024
Expiration	09/30/2027
Accepts RFQs	Yes
Service Fee Note	Vehicle purchase orders are subject to a $1500 service fee
Return Policy	No returns on custom orders.

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

August 21, 2025

Sent via email to: aking@mfas.cm

Andy King
Metro Fire Apparatus Specialists, Inc.
17350 State Hwy 249 Ste 250
Houston TX 77064

Re: Fire Service Apparatus Vehicles
BuyBoard Contract 746-24

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Fire Service Apparatus Vehicles, Contract 746-24 effective October 1, 2024 through September 30, 2025, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through September 30, 2026.

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

Electronic Delivery

Andy King
Metro Fire Apparatus Specialists, Inc.
17350 SH 249, Suite 250
Houston, TX 77064

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 746-24, Fire Service Apparatus Vehicles

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of October 1, 2024 through September 30, 2025, 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. 746-24 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 bids@buyboard.com.

Sincerely,

Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

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

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Fire Service Apparatus Vehicles	**Proposal Due Date/Opening Date and Time** April 18, 2024, at 4:00 PM
Proposal Invitation Number 746-24	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term October 1, 2024, through September 30, 2025, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** July 2024

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.

Metro Fire Apparatus Specialists, Inc.
Name of Proposing Company

04/15/2024
Date

17350 SH 249 - Suite 250
Street Address

Signature of Authorized Company Official

Houston, TX 77064
City, State, Zip

Jim Minton
Printed Name of Authorized Company Official

713-692-0911
Telephone Number of Authorized Company Official

Sales Director
Position or Title of Authorized Company Official

713-692-1591
Fax Number of Authorized Company Official

76-0598763
Federal ID Number

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: jm

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: jm

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: jm

Metro Fire Apparatus Specialists, Inc. is wholly located in the state of Texas.

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. 2276), 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). 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).

"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).

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: jm

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:** jm

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: jm

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: jm

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: jm

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: jm

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: *jm*

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

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:** jm

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: *jm*

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: jm

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: jm

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

Metro Fire Apparatus Specialists, Inc.
Company Name

Signature of Authorized Company Official

Jim Minton - Sales Director
Printed Name and Title

04/16/2024
Date

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:

Metro Fire Apparatus Specialists, 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): Texas

Federal Employer Identification Number: 76-0598763
*(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.)*

Metro Fire Apparatus Specialists, Inc.

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Metro Fire Apparatus Specialists, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

17350 SH 249 - Suite 250

6 City, state, and ZIP code

Houston, TX 77064

Requester's name and address (optional)

BuyBoard

Austin, TX

7 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 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

7	6	–	0	5	9	8	7	6	3

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** Jim Minton

Digitally signed by Jim Minton
DN: cn=Jim Minton, o=Metro Fire Apparatus Specialists, Inc., ou=Metro Fire Apparatus Specialists, Inc., email=jminton@mfas.com, c=US
Date: 2024.04.09 14:53:36 -05'00'

Date

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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: $15,000,000.00. (The period of the 12-month period is 01/01/2023 / 12/31/2023). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	*N*	*N*	
2. T-PASS (State of Texas)	*N*	*N*	
3. OMNIA Partners	*N*	*N*	
4. Sourcewell (NJPA)	*N*	*N*	
5. E&I Cooperative	*N*	*N*	
6. Houston-Galveston Area Council (HGAC)	*Y*	*30*	*Firefighting Equipment*
7. Choice Partners	*N*	*N*	
8. The Interlocal Purchasing System (TIPS)	*N*	*N*	
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): N/A **Proposed Discount (%):** N/A

Explanation: _____

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 San Marcos	John Koenig	512-805-2675	jkoenig@sanmarcostx.gov	0% - 25%	$ 830k
2.	Fort Bend County ESD#4	Herc Meier	281-533-0095	hmeier@fsfd.org	0% - 25%	$2.5mm
3.	City of Galveston	Richie Pearson	409-797-3884	gpearson@galvestontx.gov	0% - 25%	$1.4mm
4.	City of Brownsville	Jarrett Sheldon	956-546-3195	jarrett.sheldon@brownsvilletx.gov	0% - 25%	$1.8mm
5.	City of McAllen	Juan Gloria	956-681-0377	jgloria@mcallen.net	0% - 25%	$2.2mm

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:

If promotional or large quantity discount pricing is offered by our suppliers beyond normal pricing then the discounted pricing will be offered to the customer assuming their purchase meets the supplier's promotional program requirements.

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.)

Company Profile

For 38 years, Metro Fire has been serving the needs of the Texas Emergency Responder market with high quality firefighting apparatus sales and service. We proudly sell Spartan ER pumpers, aerials and rescue apparatus as the factory authorized dealer covering the state. Our staff has grown from the original three employees to over 100 in four locations in Texas today. Founded as a service company to the fire market, Metro Fire has expanded to one of the top dealers of fire apparatus and firefighting equipment in the United States. However, our service roots are not overlooked and service after the sale is one of our strongest values.

From your local sales representative to the expansive customer service team behind them, Metro Fire operates with the same rules the fire service does – we are available "24/7" for sales or service. This operating principle has been the foundation for Metro Fire's continued growth as the top selling dealer for many of the products we offer, whether it's a Spartan ER pumper or a Spartan ER Smeal aerial.

The customer's local Metro Fire Territory Managers, who have direct responsibility for sales and service coordination is supported by a strong management team that is accessible at any time.

NAME	TITLE	EMAIL	CELL	OFFICE
Craig N Russell	President/Owner	crussell@mfas.com	(713) 248-9115	(713) 692-0911
Brian Cudaback	Apparatus Sales Director	bcudaback@mfas.com	(817) 422-7827	(817) 467-0911
Brian Russell	Apparatus Sales Manager	brussell@mfas.com	(832) 541-7858	(713) 541-7858
Todd Chapman	Service Director	tchapman@mfas.com	(512) 663-0628	(512) 862-0911
Jim Minton	Sales Director	jminton@mfas.com	(713) 724-8610	(713) 692-0911

The customer can also find their local Metro Fire sales representative by using our website's "Territory Map" link – www.mfas.com/territory-manager - and entering the zip code to find their contact information.

Metro Fire offers service at its South Houston, Mansfield and San Marcos shop locations as well as mobile on-site service with factory certified technicians. This includes the Manufacturer's Warranty and recommended time or use issued maintenance service. All service work is performed using the Manufacturer's specified parts or an "equal or better" acceptable substitute.

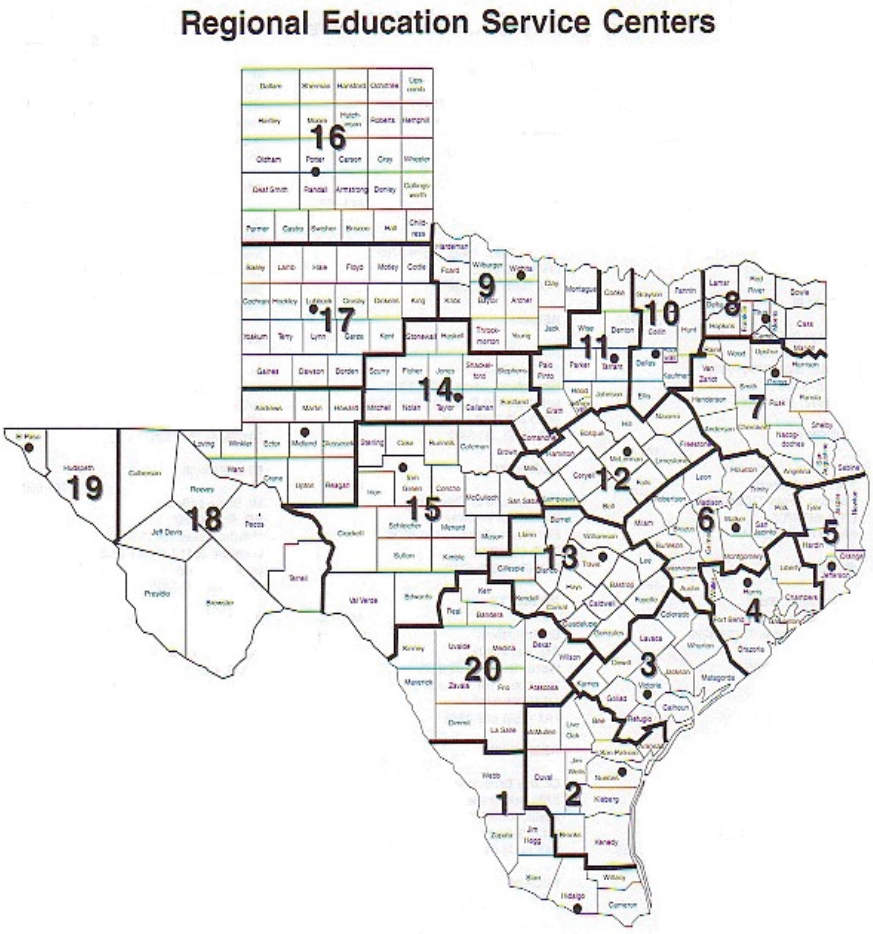
An in-house graphics department provides professional design and application of lettering and striping to meet the customer's specifications. Add to that the majority of firefighting equipment needed to outfit a new apparatus is offered under BuyBoard's 698-23 Firefighting Equipment contract and Metro Fire is truly a "one-stop" shopping experience.

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

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

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

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

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 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.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

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

Metro Fire Apparatus Specialists, Inc. is limited to only selling fire apparatus in the state of Texas due to each states Department of Motor Vehicle laws and restrictions and manufacturer's geographical restrictions.

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		

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

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 Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

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

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.

Metro Fire Apparatus Specialists, Inc. has been in business since 1986 under the same name and is a privately held corporation and is not for sale or involved in any transaction that would alter its ability to service this contract if awarded.

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.

With corporate office located in Houston and branch support sales and service facilites in South Houston, Mansfield and San Marcos, Texas, Metro Fire is fully capable of supporting its customers with 112 employees. Twenty-five are dedicated to sales and product support and seventy are in the service divisions. Apparatus service technicians are EVT certified to fully support the apparatus sales with a combined 400 plus years of employment. Three dedicated apparatus sales managers supports the twenty field sales representative.

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.

Marketing strategy will be to tag BuyBoard Contract information on its website as top of site appearance as well on social media pages (Facebook, Instagram) upon award. The BuyBoard logo will also be highlighted on the Product Line Sheet and the sales representatives will ensure customers are aware of the apparatus that may be purchased due to the contract award. Signage will be displayed at fire expo events in Texas to advise customers of access to purchase via BuyBoard.

Throughout the life of the contract award BuyBoard will continue to be highligted in our social media, website and direct marketing emailings to our customers.

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.

Metro Fire Apparatus Specialists, Inc. has an exceptionally strong financial foundation and is never on credit hold with its suppliers - large or small and carries insurance coverages ranging from $1mm to $2mm for commercial liability. The company's sole owner has never been a debtor party to a bankruptcy, receivership or insolvency proceedings in the last seven years.

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.

Metro Fire Apparatus Specialists, Inc. does not have any outstanding financial judgements and is not in default on financial obligations.

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

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

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: *Metro Fire Apparatus Specialists, Inc.*

Signature of Vendor Authorized Representative

Printed Name: *Jim Minton*

Title: *Sales Director*

Date: *04/16/2024*

(*For Cooperative Administrator Use Only)*

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

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

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, Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas or other state Department of Motor Vehicles, Applicable Dealer License, and Vehicle Options List** *with 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.*

Metro Fire Apparatus Specialists, Inc. Information

Contact: Andy King, VP-Operations
Address: 17350 SH 249 - #250
Houston, TX 77064
Phone: (713) 692-0911
Fax: (713) 692-1591
Email: aking@mfas.com
Web Address: www.mfas.com

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

Jim Minton
Signature

jminton@mfas.com
Email

Submitted at 4/18/2024 01:57:56 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 746-24, Fire Service Apparatus Vehicles

BuyBoard Fire Service Appartus Vehicles Proposal-No-746-24_1.pdf

REQUIRED-In PDF format, upload all COMPLETED and FILLED in 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.)

Manufacturer Catalog(s) and/or Product Price list(s) for OEM Options and Equipment

Spartan ER & SVI Rescue OEM Options & Equipment MSRP List.pdf

REQUIRED-In Excel or PDF format, upload manufacturer catalog(s)and/or product price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(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 Catalog(s) and/or Product Price list(s) for Third Party Options (not OEM) Options and Equipment

Metro Fire Apparatus Specialists Third Party MSRP Price List 040124.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.)

Manufacturer Catalog(s) and/or Product Price list(s) Original Equipment Manufacturer (OEM) Parts

Spartan ER & SVI Rescue OEM PARTS MSRP Price List.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.)

Manufacturer Authorization Letter(s)

Apparatus Dealer Authorization Letter for Metro Fire.pdf

REQUIRED-In PDF format, upload Manufacturer Authorization Letter(s). 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The manufacturer authorization letters must include the following. 1. Composed on manufacturer letterhead (an email message is not a substitute for the letter), 2. Addressed to “The Local Government Purchasing Cooperative,” 3. Dated within the current calendar year, 4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and 5. Name, Title, and Signature of Authorized Official from Manufacturer. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter. For manufacturers that sell direct, a list of all approved installers shall be submitted with the Proposal.

Franchise Motor Vehicle Dealer Certificate(s) and/or Dealer License(s)

METRO FIRE APPARATUS SPECIALISTS TX-DMV DEALER & CONVERTER LICENSES.pdf

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

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

Metro Fire Apparatus Specialists Exceptions - Detailed 51-54.pdf

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

Metro Fire Apparatus Specialists 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

BuyBoard Apparatus Bid 2024 - W-9 Form - Rev. 03_2024.pdf

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

Addendum No. 1

Addendum-No-1-for-746-24.pdf

Addendum No. 1 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.)

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 76-0598763
2	**No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification** No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

3 **No 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 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. 2276), 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). 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).

"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).

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.

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	**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. **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*
7	**Women Owned Business** Women Owned Business ☐ *Women Owned Business*
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*
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*
12	**Vendor General Contact Information** Proposal/Contract General Contact Information
13	**Vendor Proposal/Contract Contact - First Name** Vendor Proposal/Contract Contact - First Name Andy
14	**Vendor Proposal/Contract Contact - Last Name** Vendor Proposal/Contract Contact - Last Name King
15	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address aking@mfas.com

16 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

17350 SH 249, Suite 250

17 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Houston

18 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

TX

19 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

77064

20 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

713-692-0911

21 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

22 **Company Website**

Company Website (www.XXXXX.com)

www.mfas.com

23 **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

24 **Purchase Order E-mail Address**

Purchase Order E-mail Address

aking@mfas.cm

25 **Purchase Order Contact - First Name**

Purchase Order Contact - First Name

Andy

26 **Purchase Order Contact - Last Name**

Purchase Order Contact - Last Name

King

27 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

713-692-0911

28 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

29 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

crussell@mfas.com

30 **Alternate Purchase Order Contact - First Name**

Alternate Purchase Order Contact - First Name

Craig

31 **Alternate Purchase Order Contact - Last Name**

Alternate Purchase Order Contact - Last Name

Russell

32 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

713-692-0911

33 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

34 **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

35 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

36 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

aking@mfas.com

37 **Request for Quote (RFQ) Contact - First Name**

Request for Quote (RFQ) Contact - First Name

Andy

38 **Request for Quote (RFQ) Contact - Last Name**

Request for Quote (RFQ) Contact - Last Name

King

39 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

713-692-0911

40 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

41 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

crussell@mfas.com

42 **Alternate Request for Quote (RFQ) Contact - First Name**

Alternate Request for Quote (RFQ) Contact - First Name

Craig

43 **Alternate Request for Quote (RFQ) Contact - Last Name**

Alternate Request for Quote (RFQ) Contact - Last Name

Russell

44 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

713-248-9115

45 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

46 **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**.

47 **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

48 **Invoice Company Name**

Invoice Company Name

Metro Fire Apparatus Specialists, Inc.

49 **Invoice Company Department Name**

Invoice Company Department Name

Accounts Payable

50 **Invoice Contact - First Name**

Invoice Contact - First Name

Lora

51 **Invoice Contact - Last Name**

Invoice Contact - Last Name

Ramsey

52 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

17350 SH 249, Suite 250

53 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Houston

54 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

55 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

77064

56 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

713-692-0911

57 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

58 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

713-692-1591

59 **Invoice Contact E-mail Address**

Invoice Contact E-mail

accountspayable@mfas.com

60 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

aking@mfas.com

61 **Billing Agent Company Name**

Billing Agent Company Name

No response

62 **Billing Agent Department Name**

Billing Agent Department Name

No response

63 **Billing Agent Contact - First Name**

Billing Agent Contact - First Name

No response

64 **Billing Agent Contact - Last Name**

Billing Agent Contact - Last Name

No response

65 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

66 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

67 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

68 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

69 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

70 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

71 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

72 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

73 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

74 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Prepaid and Add to Invoice

75 **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

76 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

77 **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 returns on custom orders.

78 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

79

Credit Card Payments

Are credit card payments acceptable to your company?

Yes

80

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.

81

Company Name

Company Name

Metro Fire Apparatus Specialis

82

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.

I will serve all Regions of Texas

83

Region 1

Region 1 - Edinburg

☐ *Region 1*

84

Region 2

Region 2 - Corpus Christi

☐ *Region 2*

85

Region 3

Region 3 - Victoria

☐ *Region 3*

86

Region 4

Region 4 - Houston

☐ *Region 4*

87

Region 5

Region 5 - Beaumont

☐ *Region 5*

88

Region 6

Region 6 - Huntsville

☐ *Region 6*

89	**Region 7** Region 7 - Kilgore ☐ *Region 7*
90	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8*
91	**Region 9** Region 9 - Wichita Falls ☐ *Region 9*
92	**Region 10** Region 10 - Richardson ☐ *Region 10*
93	**Region 11** Region 11 - Fort Worth ☐ *Region 11*
94	**Region 12** Region 12 - Waco ☐ *Region 12*
95	**Region 13** Region 13 - Austin ☐ *Region 13*
96	**Region 14** Region 14 - Abilene ☐ *Region 14*
97	**Region 15** Region 15 - San Angelo ☐ *Region 15*
98	**Region 16** Region 16 - Amarillo ☐ *Region 16*
99	**Region 17** Region 17 - Lubbock ☐ *Region 17*
100	**Region 18** Region 18 - Midland ☐ *Region 18*

101

Region 19

Region 19 - El Paso

☐ *Region 19*

102

Region 20

Region 20 - San Antonio

☐ *Region 20*

103

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.*

104

Company Name

Company Name

Metro Fire Apparatus Specialis

105

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

106

Alabama

Alabama

☐ *Alabama*

107

Alaska

Alaska

☐ *Alaska*

108

Arizona

Arizona

☐ *Arizona*

109

Arkansas

Arkansas

☐ *Arkansas*

110	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
111	**Colorado** Colorado ☐ *Colorado*
112	**Connecticut** Connecticut ☐ *Connecticut*
113	**Delaware** Delaware ☐ *Delaware*
114	**District of Columbia** District of Columbia ☐ *District of Columbia*
115	**Florida** Florida ☐ *Florida*
116	**Georgia** Georgia ☐ *Georgia*
117	**Hawaii** Hawaii ☐ *Hawaii*
118	**Idaho** Idaho ☐ *Idaho*
119	**Illinois** Illinois ☐ *Illinois*
120	**Indiana** Indiana ☐ *Indiana*
121	**Iowa** Iowa ☐ *Iowa*

122	**Kansas** Kansas ☐ *Kansas*
123	**Kentucky** Kentucky ☐ *Kentucky*
124	**Louisiana** Louisiana ☐ *Louisiana*
125	**Maine** Maine ☐ *Maine*
126	**Maryland** Maryland ☐ *Maryland*
127	**Massachusetts** Massachusetts ☐ *Massachusetts*
128	**Michigan** Michigan ☐ *Michigan*
129	**Minnesota** Minnesota ☐ *Minnesota*
130	**Mississippi** Mississippi ☐ *Mississippi*
131	**Missouri** Missouri ☐ *Missouri*
132	**Montana** Montana ☐ *Montana*
133	**Nebraska** Nebraska ☐ *Nebraska*

134	**Nevada** Nevada ☐ *Nevada*
135	**New Hampshire** New Hampshire ☐ *New Hampshire*
136	**New Jersey** New Jersey ☐ *New Jersey*
137	**New Mexico** New Mexico ☐ *New Mexico*
138	**New York** New York ☐ *New York*
139	**North Carolina** North Carolina ☐ *North Carolina*
140	**North Dakota** North Dakota ☐ *North Dakota*
141	**Ohio** Ohio ☐ *Ohio*
142	**Oklahoma** Oklahoma ☐ *Oklahoma*
143	**Oregon** Oregon ☐ *Oregon*
144	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
145	**Rhode Island** Rhode Island ☐ *Rhode Island*

146	**South Carolina** South Carolina ☐ *South Carolina*
147	**South Dakota** South Dakota ☐ *South Dakota*
148	**Tennessee** Tennessee ☐ *Tennessee*
149	**Texas** Texas ☑ Texas
150	**Utah** Utah ☐ *Utah*
151	**Vermont** Vermont ☐ *Vermont*
152	**Virginia** Virginia ☐ *Virginia*
153	**Washington** Washington ☐ *Washington*
154	**West Virginia** West Virginia ☐ *West Virginia*
155	**Wisconsin** Wisconsin ☐ *Wisconsin*
156	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1	**Section I: Commercial Class "A" Pumpers and Tankers** **2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C** - 1250 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0

compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)

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

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled

for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2 **Section I: Commercial Class "A" Pumpers and Tankers**

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

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

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of

any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

3 **Section I: Commercial Class "A" Pumpers and Tankers**

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

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

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative,"
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor

must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

---

4 **Section I: Commercial Class "A" Pumpers and Tankers**

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

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

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

5 **Section I: Commercial Class "A" Pumpers and Tankers**

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

Quantity: 1 UOM: Each Price: $574,163.00 Total: $574,163.00

Manufacturer:	Spartan ER
Manufacturer #:	HV607

Item Notes:

PROPOSAL NOTE 1: 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2025 International HV607

6 **Section I: Commercial Class "A" Pumpers and Tankers**

4-Dr. Cab, 35000# GVW, 350 HP Automatic, A/C -1500 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG Electric, Hybrid, LPG, etc.)

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

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

PROPOSAL NOTE 1: 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

---

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

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

Quantity: 1 UOM: Each

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

PROPOSAL NOTE 1: 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative,"
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS.

Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

---

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

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

Quantity: 1 UOM: Each Price: $915,523.00 Total: $915,523.00

Manufacturer: Spartan ER

Manufacturer #: Metro Star MFD

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any

Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Spartan ER Metro Star MFD

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

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

Quantity: 1 UOM: Each

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

10

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

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

Quantity: 1 UOM: Each

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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

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

Quantity: 1 UOM: Each

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

12

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

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

Quantity: 1 UOM: Each

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

PROPOSAL NOTE 1: 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative,"
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS.

Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

13

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

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

Quantity: 1 UOM: Each

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any

Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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

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

Quantity: 1 UOM: Each

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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

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

Quantity: 1 UOM: Each Price: $1,038,011.00 Total: $1,038,011.00

Manufacturer: Spartan ER

Manufacturer #: Metro Star MFD

Item Notes:

PROPOSAL NOTE 1: 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Spartan ER Metro Star MFD

16 **Section III: Aerial Ladder and Aerial Platform Devices**

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

Quantity: 1 UOM: Each

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

PROPOSAL NOTE 1: 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

17

Section III: Aerial Ladder and Aerial Platform Devices

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

Quantity: 1 UOM: Each Price: $1,409,993.00 Total: $1,409,993.00

Manufacturer: Spartan ER

Manufacturer #: Metro Star MFD

Item Notes:

PROPOSAL NOTE 1: 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative,"
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS.

Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Spartan ER/Smeal MetroStar MFD

18

Section III: Aerial Ladder and Aerial Platform Devices

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

Quantity: 1 UOM: Each Price: $1,610,793.00 Total: $1,610,793.00

Manufacturer: Spartan ER

Manufacturer #: Gladiator MFD

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any

Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Spartan ER/Smeal Gladiator MFD

19

Section III: Aerial Ladder and Aerial Platform Devices

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

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

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

20 **Section III: Aerial Ladder and Aerial Platform Devices**

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

Quantity: 1 UOM: Each Price: $1,801,553.00 Total: $1,801,553.00

Manufacturer: Spartan ER - Smeal

Manufacturer #: Gladiator MFD

Item Notes:

PROPOSAL NOTE 1: 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Spartan ER/Smeal Gladiator MFD

21 **Section III: Aerial Ladder and Aerial Platform Devices**

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

Quantity: 1 UOM: Each

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

PROPOSAL NOTE 1: 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

22 **Section III: Aerial Ladder and Aerial Platform Devices**

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

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

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

PROPOSAL NOTE 1: 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative,"
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS.

Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

---

23 **Section III: Aerial Ladder and Aerial Platform Devices**

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

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

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any

Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

---

24 **Section III: Aerial Ladder and Aerial Platform Devices**

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

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

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

25 **Section III: Aerial Ladder and Aerial Platform Devices**

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

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

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

PROPOSAL NOTE 1: 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

26 **Section III: Aerial Ladder and Aerial Platform Devices**

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

Quantity: 1 UOM: Each Price: $2,033,100.00 Total: $2,033,100.00

Manufacturer: Spartan ER

Manufacturer #: Gladiator MFD

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Spartan ER/Smeal Gladiator MFD

27

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

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

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

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

PROPOSAL NOTE 1: 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative,"
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors

should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

28

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

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

Quantity: 1 UOM: Each Price: $750,365.00 Total: $750,365.00

Manufacturer: SVI

Manufacturer #: Metro Star MFD

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

SVI / Spartan ER MetroStar MFD

29

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

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

Quantity: 1 UOM: Each Price: $1,091,725.00 Total: $1,091,725.00

Manufacturer: SVI

Manufacturer #: Metro Star MFD

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

SVI / Spartan ER MetroStar MFD

30

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

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

Quantity: 1 UOM: Each

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

PROPOSAL NOTE 1: 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance**

costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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

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

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

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative

considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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

2-Dr. Cab, 84" Cab to Axle, A/C – Non-Walk-In 12' Light Duty rescue, maximum compartment space, 5Kw generator, roll up doors, 4 shelves, 2 roll out trays, 12500# GVW, 250 HP diesel engine, heavy duty cooling, dual 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2-door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG Electric, Hybrid, LPG, etc.)

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

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative,"
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the

Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

33 **Section V: Rescue Vehicles, Walk-In Style**

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

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

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

3 4 **Section V: Rescue Vehicles, Walk-In Style**

4-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C - Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 4-door with individual air ride driver seat, SCBA high back officer seat, 3 SCBA high back crew seats with SCBA brackets west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole

disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)

Quantity: 1 UOM: Each Price: $825,665.00 Total: $825,665.00

Manufacturer: SVI

Manufacturer #: Metro Star MFD

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item

price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

SVI / Spartan ER MetroStar MFD

35

Section V: Rescue Vehicles, Walk-In Style

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

Quantity: 1 UOM: Each Price: $1,167,025.00 Total: $1,167,025.00

Manufacturer: SVI

Manufacturer #: Metro Star MFD

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

SVI / Spartan ER MetroStar MFD

36

Section V: Rescue Vehicles, Walk-In Style

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

Quantity: 1 UOM: Each

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative,"
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all

requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

37

Section V: Rescue Vehicles, Walk-In Style

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

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

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service

product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

38

Section V: Rescue Vehicles, Walk-In Style

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

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

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The

requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

39 **Section VI: Quick Attack and Brush Type Vehicles**

2-Dr. Cab, 4x2, 60" C/A, A/C, 15,000# GVW - Aluminum body, maximum compartment space, 300-340 gallon

poly tank, booster reel with hose, 26HP diesel powered pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)

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

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item

price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

40

Section VI: Quick Attack and Brush Type Vehicles

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

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

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

41 **Section VI: Quick Attack and Brush Type Vehicles**

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

Quantity: 1 UOM: Each

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative,"
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the

Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

42

Section VI: Quick Attack and Brush Type Vehicles

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

Quantity: 1 UOM: Each

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes:

PROPOSAL NOTE 1: 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor

must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

43

Section VI: Quick Attack and Brush Type Vehicles

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

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

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

44 **Section VI: Quick Attack and Brush Type Vehicles**

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

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

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The

requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

45 **Section VI: Quick Attack and Brush Type Vehicles**

2-Dr. Cab, 4x2, 300 HP Automatic, A/C - Aluminum Body, maximum compartment space, 500 gallon poly tank,

50 gallon foam, booster reel with hose, 400 gpm diesel driven pump with FoamPro 2100 system or equal. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, Electric, Hybrid, LPG, etc.)

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

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: ***PROPOSAL NOTE 1:*** 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 for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative,”
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 2: A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

PROPOSAL NOTE 3: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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 4: All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for fire service apparatus vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the

price of a vehicle for the purpose of this proposal but **must** be listed separately as a line-item price on individual quotes for any potential Cooperative member purchase.

Item Attributes

1. State Brand of Chassis and Body

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

46

Section VII: OPTIONS AND EQUIPMENT

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: ***PROPOSAL NOTE 3:*** The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Spartan

47

Section VII: OPTIONS AND EQUIPMENT

Discount (%) off **Third Party (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 2%

Item Notes: ***PROPOSAL NOTE 3:*** The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Metro Fire Fire & Safety MSRP

48

Section VII: OPTIONS AND EQUIPMENT

Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**

Total: 2%

Item Notes: ***PROPOSAL NOTE 3*:** The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Spartan Chassis

49

Section VII: OPTIONS AND EQUIPMENT

Discount (%) off **Extended Service Maintenance Agreements.**

Total: 0%

Item Notes: ***PROPOSAL NOTE 3:*** The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Metro Fire Apparatus Specialis

50 **Section VII: OPTIONS AND EQUIPMENT**

Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory ambulance and upfitting vehicles).

No Bid

Item Notes: ***PROPOSAL NOTE 3:*** The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, Electric, Hybrid, LPG, etc.). Vendors shall submit catalog(s)/pricelist(s) 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

51 **Section VIII: Fire Service Apparatus Delivery Fees and Labor Rate for Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Fire Service Apparatus Equipment and Products - **Not to Exceed** Hourly Labor Rate for Installation/Repair Service of Fire Service Apparatus Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: $175.00 Total: $175.00

52 **Section VIII: Fire Service Apparatus Delivery Fees and Labor Rate for Installation and Repair Service**

Hourly Labor Rate for Paint and Body Repair of Fire Service Apparatus - **Not to Exceed** Hourly Labor Rate for Paint and Body Repair of Fire Service Apparatus.

Quantity: 1 UOM: Hourly Labor Rate Price: $175.00 Total: $175.00

53 **Section VIII: Fire Service Apparatus Delivery Fees and Labor Rate for Installation and Repair Service**

Hourly Labor Rate for Per Mile Delivery Fee for Fire Service Apparatus - **Not to Exceed** Per Mile Delivery Fee for Fire Service Apparatus.

Quantity: 1 UOM: Hourly Labor Rate Price: $2.95 Total: $2.95

54

Section IX: Fleet Mobile Maintenance Services for Fire Service Apparatus Vehicles

Discount (%) off **Fleet Mobile Maintenance Services.**

Total: 0%

Item Notes: Vendors shall submit catalog(s)/pricelist(s) 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Metro Fire Apparatus Specialis

Response Total: $13,218,268.95

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: A162252

GENERAL DISTINGUISHING NUMBER:

MOTOR VEHICLE DIVISION P162253 Motor Vehicle

METRO FIRE APPARATUS SPECIALISTS, INC.
17350 STATE HIGHWAY 249 STE 250
HOUSTON, TEXAS HARRIS 77064-1142

EXPIRES: 02-28-2025
PHYSICAL LOCATION:
625 S WISTERIA ST STE 121
MANSFIELD, TEXAS TARRANT 76063-2528

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

Spartan : FT-Fire Truck, Smeal : FT-Fire Truck, SVI : FT-Fire Truck, E-ONE : HT-Heavy Truck, E-ONE : FT-Fire Truck

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Monique Johnston

Monique Johnston, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: A108194

GENERAL DISTINGUISHING NUMBER:

MOTOR VEHICLE DIVISION

P108195	Motor Vehicle
P108196X	Utility Trailer/Semi-Trailer

METRO FIRE APPARATUS SPECIALISTS, INC.
17350 STATE HIGHWAY 249 STE 250
HOUSTON, TEXAS HARRIS 77064-1142

EXPIRES: 05-31-2025
PHYSICAL LOCATION:
514 MICHIGAN ST
SOUTH HOUSTON, TEXAS HARRIS 77587-3221

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

SVI : FT-Fire Truck

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Monique Johnston

Monique Johnston, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

SUPPLEMENTAL LICENSE INFORMATION

Texas Department of Motor Vehicles

MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: A108194

GENERAL DISTINGUISHING NUMBER:

P108195	Motor Vehicle
P108196X	Utility Trailer/Semi-Trailer

METRO FIRE APPARATUS SPECIALISTS, INC.
17350 STATE HIGHWAY 249 STE 250
HOUSTON, TEXAS HARRIS 77064-1142

EXPIRES: 05-31-2025
PHYSICAL LOCATION:
514 MICHIGAN ST
SOUTH HOUSTON, TEXAS HARRIS 77587-3221

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Monique Johnston

Monique Johnston, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

Texas Department of Motor Vehicles

MOTOR VEHICLE DIVISION

MOTOR VEHICLE MANUFACTURER

LICENSE NO: 159009

Spartan Fire, LLC (KNOWN IN TEXAS AS Spartan Emergency Response, LLC)
907 N 7TH AVE
BRANDON, SOUTH DAKOTA MINNEHAHA 57005-2031

EXPIRES: 5/31/2024 12:00:00 AM
PHYSICAL LOCATION:
907 N 7TH AVE
BRANDON, SOUTH DAKOTA MINNEHAHA 57005-2031

THE PERSON NAMED ABOVE IS LICENSED AS A MOTOR VEHICLE MANUFACTURER FOR THE FOLLOWING LINES(S):
Spartan : FT-Fire Truck

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Monique Johnston

Monique Johnston, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

Texas Department of Motor Vehicles

MOTOR VEHICLE DIVISION

MOTOR VEHICLE MANUFACTURER

LICENSE NO: 144100

SMEAL HOLDING, LLC
610 W 4TH ST
SNYDER, NEBRASKA DODGE 68664-2429

EXPIRES: 8/31/2025 12:00:00 AM
PHYSICAL LOCATION:
610 W 4TH ST
SNYDER, NEBRASKA DODGE 68664-2429

THE PERSON NAMED ABOVE IS LICENSED AS A MOTOR VEHICLE MANUFACTURER FOR THE FOLLOWING LINES(S):
KME Fire Truck : FT-Fire Truck, Smeal : FT-Fire Truck

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Monique Johnston

Monique Johnston, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

Texas Department of Motor Vehicles

MOTOR VEHICLE DIVISION

MOTOR VEHICLE CONVERTER

LICENSE NO: 0279

SUPER VACUUM MANUFACTURING CO., INC.

PO BOX 87
LOVELAND, COLORADO LARIMER 80539-0087

EXPIRES: 06-30-2025
PHYSICAL LOCATION:
3842 REDMAN DR
FORT COLLINS, COLORADO NOT IN TEXAS 80524-9235

THE PERSON NAMED ABOVE IS LICENSED AS A MOTOR VEHICLE CONVERTER FOR THE FOLLOWING PRODUCT(S):
RESCUE:, HAZ-MAT VEHICLES:

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Monique Johnston

Monique Johnston, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

Texas Department
of Motor Vehicles
MOTOR VEHICLE DIVISION

MOTOR VEHICLE CONVERTER

LICENSE NO: 0314

METRO FIRE APPARATUS SPECIALISTS, INC.

17350 STATE HIGHWAY 249 STE 250
HOUSTON, TEXAS HARRIS 77064-1142

EXPIRES: 09-30-2024
PHYSICAL LOCATION:
514 MICHIGAN ST
SOUTH HOUSTON, TEXAS HARRIS 77587-3221

THE PERSON NAMED ABOVE IS LICENSED AS A MOTOR VEHICLE CONVERTER FOR THE FOLLOWING PRODUCT(S):
BRUSH TRUCK FIRE APPARATUS:

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Monique Johnston

Monique Johnston, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

Texas Department of Motor Vehicles

MOTOR VEHICLE DIVISION

MOTOR VEHICLE CONVERTER

LICENSE NO: 145085

SMEAL HOLDING, LLC

610 W 4TH ST
SNYDER, NEBRASKA DODGE 68664-2429

EXPIRES: 10-31-2025
PHYSICAL LOCATION:
610 W 4TH ST
SNYDER, NEBRASKA DODGE 68664-2429

THE PERSON NAMED ABOVE IS LICENSED AS A MOTOR VEHICLE CONVERTER FOR THE FOLLOWING PRODUCT(S):
Platforms:, Aerials:, Wildland:, Urban Interface:, Tankers:

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Monique Johnston

Monique Johnston, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

April 8, 2024

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759

Re: Manufacturer Authorization Letter for Metro Fire Apparatus Specialists, Inc.

To Whom It May Concern:

Metro Fire Apparatus Specialists, Inc., headquartered at 17350 State Hwy 249, Suite 250, Houston, TX, is currently a dealer/distributor in good standing for Spartan Fire, LLC, and all its brands, including Spartan ER, Smeal, and LT.

Metro Fire Apparatus Specialists, Inc., is authorized to sell, install, and service the products proposed for the entire state of Texas.

Please feel free to reach out to me at 404.245.4665 should you require additional information.

Regards,

Chris Wade
Director of Sales

SVI Trucks | 3842 Redman Drive | Fort Collins, CO 80524 | svitrucks.com | 1-888-784-1112

April 15th, 2024

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759

RE: SVI Trucks Authorized Dealer

To: Whom it May Concern

Metro Fire Apparatus Specialists, Inc., headquartered at 17350 State Hwy 249, Suite 250, Houston, TX, is currently a dealer/distributor in good standing for Super Vacuum Mfg, Co, Inc. / DBA SVI Trucks.

Metro Fire Apparatus Specialists, Inc., is authorized to sell, install, and service the products proposed for the entire state of Texas.

Thank you for your consideration,

SVI TRUCKS

Joel Konecky

Joel Konecky
Vice President Sales

Metro Fire Apparatus Specialists, Inc.

BuyBoard 746-24 Fire Service Apparatus Vehicles

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

Metro Fire's <u>non-warranty</u> labor rate of $175.00 per hour is our rate for all maintenance, service and paint & body repair (plus the cost of parts). The labor rate is the same for both in our service shops or at the customer's location.

If the service is performed at the customer's location a $2.95 mileage rate will apply and will be applicable from the Metro Fire's service shop address to the customer's address.

Any service covered under manufacturer's warranty policies will not result in a hourly labor fee or mileage fee charge to the customer.

The following rate chart is supplemental to Sections 51 – 54.

Metro Fire Apparatus Specialists, Inc.

Service / Maintenance / Labor Rate Fee MSRP – 04/01/2024

BuyBoard 746-24 Fire Service Apparatus Vehicles

Fees for Section VII - IX – Items 49-54

#

#

Service	List Price or % Off	Description
Extended Service Maintenance Agreements	0.00%	Extended Service Maintenance Agreements offered at Manufacturer's current MSRP pricing
Engine - PM Level A	$ 4,725.00	Per Manufacturer's Specifications
Engine - PM Level B	$ 6,195.00	Per Manufacturer's Specifications
Aerial - PM Level A	$ 5,880.00	Per Manufacturer's Specifications
Aerial - PM Level B	$ 7,455.00	Per Manufacturer's Specifications
Truck Generator PM	$ 630.00	Fluids changed, belts/hoses checked, operation verified
Truck CAF System PM	$ 840.00	Fluids changed, belts/hoses checked, valves checked, operation verified
Labor Rate per Hour	$ 175.00	Hourly labor rate for maintenance and service
Mileage Rate per Hour	$ 2.95	Hourly mileage rate for delivery fee
Any additional labor and parts for repairs will be at the published rates		

#

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

THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 746-24
Fire Service Apparatus Vehicles

The following addendum is issued to Proposal Invitation No. 746-24, Fire Service Apparatus Vehicles and shall become a permanent part of the Proposal Invitation document.

PROPOSAL SPEICIFICATION SUMMARY

The Proposal Specification Summary has been amended to include **Section IX for Fleet Mobile Maintenance Services**. In addition, the corresponding line item in the electronic proposal submission system has been added and modified to align with the Proposal Specification Summary.

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: Metro Fire Apparatus Specialists, Inc.

Address: 17350 SH 249 - Suite 250 Houston, Texas 77064

Signature of Authorized Company Official: Jim Minton Title: Sales Director

Telephone Number: 713-724-8610 Date: 04/18/2024

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH METRO FIRE APPARATUS SPECIALISTS, INC. FOR FIRE APPARATUS REPAIRS THROUGH THE LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD) CONTRACT 746-24 FOR A ONE-YEAR TERM WITH A RENEWAL OPTION FOR ONE ADDITIONAL TERM TO EXPIRE SEPTEMBER 30, 2027, IN AN ESTIMATED CONTRACT AMOUNT NOT TO EXCEED $150,000.00, SUBJECT TO CITY COUNCIL APPROPRIATION, 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 repairs for citywide operations; and

WHEREAS, a reliable source of fire apparatus repair and maintenance is necessary to ensure the safety and health of our community; and

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

WHEREAS, BuyBoard has taken sealed bids for Metro Fire Service Apparatus Vehicles, and a contract was awarded to Metro Fire Apparatus Specialists, 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, Texas, hereby awards a bid and authorizes a cooperative purchasing agreement with Metro Fire Service Apparatus Specialists, Inc., for fire apparatus repairs through BuyBoard Contract 746-24 for a one-year term with a renewal option for one additional term to expire September 30, 2027, in an estimated contract amount not to exceed $150,000.00, subject to City Council appropriation, 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 17th day of March, 2026.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - March 17, 2026

TITLE:
Consider a Resolution authorizing the City Manager to execute the Clinical Affiliation Agreement between Dallas College and the City of Duncanville for the purposes of participating in the Dallas College EMS Program's field internships for student clinical rotations.

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

Pillar:
Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:
Chris Connealy

BACKGROUND/HISTORY:
Dallas College offers a state-approved EMS Program through Dallas College School of Health Sciences that requires students to complete field-based clinical rotations with an authorized Emergency Medical Services (EMS) provider. These clinical experiences are mandated by the Texas Department of State Health Services (DSHS) to ensure students meet competency requirements prior to certification.

The Duncanville Fire Department (DFD) is a licensed Advanced Life Support (ALS) provider serving the community and is qualified to provide the required field internship experiences. Dallas College also serves as the primary paramedic education provider for Duncanville Fire Department personnel who attend paramedic school. This long-standing partnership supports the professional development of Duncanville Fire Department employees while contributing to the preparation of future EMS professionals.

The proposed Clinical Affiliation Agreement establishes the terms and conditions under which Dallas College students may participate in supervised ride-out rotations with Duncanville Fire Department personnel.

POLICY EXPLANATION:

The Duncanville Fire Department has served as a Clinical Affiliate with Dallas College's EMS Program since 2012. The current Clinical Affiliation Agreement between the City of Duncanville and Dallas College is set to expire on July 27, 2026. In order to ensure continuity of the partnership and allow paramedic students to continue completing required clinical ride-out rotations with the Duncanville Fire Department, a new Clinical Affiliation Agreement must be executed prior to the expiration date.

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:

EMS - City of Duncanville - Dallas Community College Paramedic contract- expires 7-31-2031, Resolution - Dallas College Clinical Affiliation Agreement

CLINICAL AFFILIATION AGREEMENT
BETWEEN
DALLAS COLLEGE
AND
CITY OF DUNCANVILLE

THIS CLINICAL AFFILIATION AGREEMENT ("Agreement") is made and entered into by and between Dallas College, a Texas political subdivision of higher education ("College" or "Dallas College") and City of Duncanville, a Texas home-rule municipality on behalf of the Duncanville Fire Department (the "Facility"). The College and the Facility may hereafter be referred to individually as "Party" and collectively as "Parties." For and in consideration of the mutual agreements hereinafter contained, the Parties enter into this Agreement as follows:

A. **PURPOSE.** The Purpose of this Agreement is to provide a clinical experience at the Facility to students enrolled in the College's School of Health Sciences, EMS Program ("Clinical Experience" or "Educational Program"). For purpose of the Agreement, a student participating in the Educational Program may hereafter be referred to as "Program Participant."

B. **THE COLLEGE'S RESPONSIBILITIES.** The College shall:

1. Have total responsibility for planning and determining the adequacy of the educational experience of the Program Participants as to theoretical training, basic skills, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the College's requirements before assigning them to participate in the Educational Program;

2. Require Program Participants to obtain and maintain health insurance;

3. Provide professional liability insurance for its Program Participants assigned to the Facility, as more fully described in Section G below;

4. Designate a member of its faculty to coordinate the Educational Program with a designated member of the Facility's staff. This assignment shall include on-site visits when practical and continuing exchange of information on progress of the Educational Program.

5. At least four (4) weeks before the beginning date of the Program Participants' assignment at the Facility and as permitted under applicable laws, College shall furnish to Facility the names of the Program Participants, a letter of verification stating that the results of a criminal background check and comprehensive drug screen on the Program Participants show no negative, derogatory, or adverse information, health records evidencing that the students meet the health status requirements of the College

and the Facility and such other data as Facility may request. The College shall conduct the criminal background check in accordance with applicable law, including, but not limited to, the Fair Credit Reporting Act.

6. Have the right to withdraw a Program Participant from the Educational Program upon providing written notice to the Facility of such withdrawal;

7. Take reasonable measures to ensure that Program Participants participate in the Educational Program only under the supervision of a Hospital health care professional who is registered, licensed or certified in the field in which such Program Participant is studying to earn his or her degree from the College;

8. Take reasonable measures to ensure that the Program Participants maintain the confidentiality of all patient information in accordance with all applicable federal and state laws and regulations.

9. Take reasonable measures to ensure that each Program Participant and College faculty member at all times while at Facility wears a name tag, badge, or other identifying label that clearly states the Program Participant's or faculty member's identity and the name of College. The sole purpose of such badge is for Hospital and Hospital facility access only, and does not include access to Hospital or Hospital facility computers, information data bases and other similar electronic devices at Hospital or Hospital facilities.

C. <u>THE FACILITY'S RESPONSIBILITIES</u>. The Facility shall:

1. Provide full and reasonable cooperation to promote success of the Educational Program.

2. Provide equipment and supplies which are necessary for clinical instruction at Facility.

3. Designate a member of its staff to be coordinator of the Educational Program and function as a preceptor and supervisor with whom the College's program coordinator is to communicate for the conduct of the Educational Program, which may include the development of objectives, methods of instruction and other details of the educational experience provided at the Facility.

4. Provide suitable clinical experience situations as prescribed by the curriculum provided by College.

5. Make available to assigned Program Participants reasonable and necessary facilities, equipment and supplies in order to provide supervised experience in the Educational Program. Such facilities shall include an environment conducive to the learning process, which conforms to the Facility's customary procedures. The Facility shall

provide adequate classroom meeting space, library and locker space, as applicable, for Program Participants.

6. Assist with clinical teaching and supervision of an agreed upon number of Program Participants in the Educational Program;

7. Program Participants shall perform assignments and participate in rounds, clinics, staff meetings and in-service programs at the discretion of their supervisors as designated by the Facility. However, Program Participants are trainees, not employees, and are not to replace Facility staff. Accordingly, faculty and Program Participants are not entitled to any of the rights or benefits established for Facility's employees, such as salary, vacation, sick leave with pay, paid holidays, insurance, and/or worker's compensation coverage. It is understood that the Facility and the licensed, certified or registered health care professionals providing services on behalf of the Facility shall retain ultimate responsibility for patient care and treatment.

8. Upon request by College, formally evaluate performance of Program Participants using the form provided by College;

9. Retain ultimate and primary responsibility for patient care;

10. Have the right to approve the participation of a faculty member of the College to engage in clinical teaching at the Facility, which approval shall not unreasonably be withheld, conditioned or denied.

11. If, in the reasonable discretion of Facility: (1) the achievement, progress, adjustment or health of a Program Participant does not warrant continuation at the Facility; or (2) the behavior of a Program Participant fails to conform to the standards of the Facility, the Facility shall provide College with notice of Facility's desire to have the Program Participant withdrawn from the Educational Program and College shall follow its policies and procedures to make, in the sole reasonable discretion of the College, a determination as to the Program Participant's eligibility to continue in the Educational Program or be withdrawn from same. Nothing contained herein prohibits the Facility from immediately excluding any Program Participant or faculty member from its premises if the continued presence of such Program Participant or faculty member would, in the sole reasonable discretion of Facility, present an immediate threat of harm or injury to any person.

12. Require and provide an orientation to the faculty and Program Participants before direct patient contact is allowed. The orientation by the Facility shall include information regarding:

    a. The Facility's Exposure Control Plan for blood-borne pathogens and the means by which Program Participants and faculty can obtain a copy of the written plan;

    b. The engineering controls used within the Facility's work site;

c. The personal protective equipment available in each of the Facility's work areas;

d. The identification of tasks and patient-related activities which increase the risk of exposure to HBV, HIV, and other blood-borne pathogens;

e. What constitutes an exposure; and

f. The established procedure to follow after an exposure to blood or body fluids occurs including the methods of reporting the incident and the medical follow-up required.

g. The Facility's physical facilities, philosophy, policies and procedures for providing care, including the Facilities privacy policies, and such other aspects of Facility's operations as are pertinent to the Educational Program.

13. Provide appropriate and readily accessible personal protective equipment at no cost to faculty and Program Participants to use in the work site during the clinical training Educational Program.

14. Consider promptly any complaints by College against an employee of the Facility.

15. Program Participants will not receive pay for services performed during the externship.

16. The Facility shall be responsible for arranging immediate emergency and non-emergency care of Program Participants in the event of accidental injury or illness, but shall not be responsible for costs involved, follow-up care or hospitalization in connection with such events.

D. **JOINT RESPONSIBILITIES AND ACKNOWLEDGEMENTS.** The College and Facility shall:

1. Mutually agree upon and arrange the course of instruction, the periods of assignment for each Program Participant, and the number of Program Participants eligible to participate concurrently. College and Facility shall mutually agree upon the number of Program Participants to be placed in Facility for clinical rotations prior to the beginning of each semester in which Program Participants are assigned to and accepted by Facility;

2. The College and the Facility shall schedule and arrange for the Facility to provide orientation for faculty members and Program Participants concerning the Facility's policies, rules and regulations.

3. The College and the Facility agree that:

a. Program Participants are to remain subject to the authority of all applicable policies, procedures, regulations, rules and guidelines imposed by the College; and

b. During the period of each student's assignment to the Educational Program, while on the Facility's premises, Program Participants will be subject to all standards, rules, regulations, administrative practices, policies and procedures of the Facility.

4. Understand there will be no exchange of monies between the College and the Facility for this Educational Program;

5. Review and consider this Agreement annually and revise or modify this Agreement in writing if both Parties agree to the revisions or modifications; and

6. Comply with all applicable federal and state laws, rules and regulations.

E. **TERM.** Subject to prior termination or revocation of this Agreement as provided in Paragraph F, this Agreement commences on the date on which the last party has signed and dated the Agreement (the "Effective Date") and ends on July 31, 2031**.** At any time, at least sixty (60) days prior to expiration of the term, the Parties may agree in a mutually acceptable writing to renew this Agreement, for an additional one (1)-year renewal terms.

F. **TERMINATION**. Unless a breach occurs, either Party may terminate this Agreement without cause or liability upon ninety (90) days prior written notice. If this Agreement is terminated during a semester where Program Participants are actively enrolled and participating in the Educational Program, the Program Participants will be allowed to complete the Educational Program and their coursework. In the event of a breach by a Party, no prior notice is necessary, and this Agreement may be terminated immediately. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of College, a misrepresentation or false statement in this Agreement by one of the Parties, or non-performance of the Party's duties pursuant to this Agreement.

G. **INDEMNIFICATION: INSURANCE**

2. To the extent permitted by the law and Constitution of the State of Texas, and without waiving the defense of governmental immunity or any other defense which might be available to the Dallas College, the College shall indemnify, defend and hold harmless the Facility, its members, directors, officers, trustees, employees, agents and affiliates from and against any and all liability, loss, damage, claim, causes of action, and expenses (including reasonable attorneys' fees), whether or not covered by insurance, caused directly or indirectly, by or as a result of any negligent, reckless or intentional act or omission of any of the Program Participants, or the College or any of the College's employees or agents (other than the Facility or its employees) in the performance of its obligations under this Agreement. This indemnity agreement and the term "claim" as used in this Article, shall include all potential elements of recovery by any Parties, including claims for actual, statutory, or treble or multiple or penal damages, attorney's fees, interest, expenses, and costs of court. This obligation

shall be construed for the benefit of the Parties to this Agreement, and not the benefit of any third Parties nor to create liability for the benefit of any third Parties.

3. The College shall maintain Professional Liability insurance coverage for Program Participants and Faculty Members in an amount not less than $1,000,000 per claim and $2,000,000 annual aggregate. Upon reasonable written request of the Facility, College will furnish written confirmation of this insurance coverage. College shall provide Facility written notice of cancellation of Professional Liability coverage required by this section at least thirty (30) days in advance of cancellation. Nothing in this section shall limit or prohibit College's right to self-insure any or all insurance coverage required by this section.

H. PROTECTIONS OF EDUCATION RECORDS UNDER FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

1. To the extent the Facility receives from College or otherwise has access to, on behalf of College or in connection with the Facility's performance under this Agreement, academic and other data pertaining to students enrolled at the College ("College Records") protected or made confidential by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and the regulations promulgated thereunder, 34 CFR pt. 99, as each may be amended from time to time ("FERPA"), the College hereby designates the Facility, for this purpose "only", as a "School Official" with "Legitimate Educational Interests" in; and the Facility acknowledges and agrees that for the purposes of this Agreement, it will be designated as a "School Official" with "Legitimate Educational Interests" in such College Records. As a School Official with Legitimate Educational Interests, as those terms have been interpreted by the U.S. Department of Education under FERPA, the Contactor agrees to abide by the limitations and requirements imposed by 34 C.F.R. § 99(a) on School Officials. The Facility further agrees to maintain such College Records in accordance with the requirements of FERPA. The Facility agrees to regard all College Records as confidential and shall not disclose such College Records to any third party, except as permitted or required by this Agreement, required by law, or as otherwise authorized by the College, as appropriate in writing.

2. To the extent the Facility receives from College or otherwise has access to, on behalf of College and in connection with the Facility's performance under this Agreement, personally identifiable student information ("PII") from a College Record, the Facility agrees to comply with all provisions of FERPA and Texas law as they apply to PII, and to use such PII pursuant to this Agreement and in compliance with the terms and conditions of this Agreement and only for such purposes as may be authorized in this Agreement. As used in this Section, PII means that student information identified as such in FERPA 20 U.S.C., Sec 1232g and specifically in the definition of "Personally Identifiable Information" in 34 C.F.R. 99.3. Only authorized officers and employees of the Facility with a legitimate interest in PII as delineated by the parameters of this Agreement shall view and have access to PII information. The Facility understands that PII from

College Records is confidential and cannot be redisclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. The Facility shall not redisclose PII in any way that causes a breach in confidentiality.

I. PROTECTION OF MEDICAL RECORDS UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT. The Parties agree that:

1. The Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulation");

2. To the extent that Dallas College students are participating in the Educational Program and College faculty are providing supervision at the Facility as part of the Educational Program, such students and faculty members shall:

    a. be considered part of Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR §164.103, but shall not be construed to be employees of Facility;

    b. receive training by Facility on, and subject to compliance with, all of Facility's privacy policies adopted pursuant to the HIPAA Privacy Regulation as set forth above in Section D(3)(b); and

    c. not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to the College which a student accessed through participation in the Educational Program or a faculty member accessed through the provision of supervision at the Facility that has not first been de-identified as provided in 45 CFR §164.514(a);

3. The College will not access or request to access any Protected Health Information held or collected by or on behalf of the Facility, from a student or faculty member who is acting as a part of the Facility's workforce as set forth above, or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and

4. No services are being provided to Facility by the College pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

J. LIMITATIONS OF AUTHORITY

1. Neither Party has authority for and on behalf of the other except as provided in this Agreement. No other authority, power, partnership, use or rights are granted or implied.

2. Neither Party may make, revise, alter, or otherwise diverge from the terms or conditions of this Agreement without a written amendment to this Agreement. Since this is a standardized Agreement, any changes to this Agreement are subject to the approval of the College Legal Department.

3. Neither Party may incur any debt, obligation expense, or liability or any kind in behalf of the other without the other's express written approval.

K. **ASSIGNMENT.** Neither this Agreement, nor any rights hereunder, may be assigned without the written consent of the non-assigning Party, which consent shall not be unreasonably withheld, except that either Party may assign its interest or delegate the performance of its obligations to an affiliate of that Party without the consent of the other Party.

L. **WAIVER.** No waiver by College or Facility of any breach of any term, provision or condition contained in this Agreement, or the failure to insist upon strict performance thereof shall be deemed to be a waiver of such term, provision or condition as to any subsequent breach thereof or a waiver of any other term, provision or condition contained in this Agreement. The exercise of any right or remedy hereunder shall not be deemed to preclude or affect the exercise of any other right or remedy provided herein.

M. **NOTICE**. Any notices required to be sent under this Agreement shall be deemed given when: (a) personally delivered, (b) if sent by facsimile upon confirmation of successful transmission or (c) if sent by U.S. mail, three (3) business days after deposit in the U.S. mail, first-class, certified or registered, postage pre-paid to the following addresses or such other address as specified in writing:

THE FACILITY:
Kevin Bragg
EMS Division Chief

1530 S. Main St., Duncanville, TX 75137
Tel: 972-707-3828
Email: KBragg@duncanville.com

THE COLLEGE:
Dr. Shawnda Floyd, Ed.D., J.D.
Provost and Vice Chancellor of Workforce Education
1601 Botham Jean Blvd., Dallas, TX 75215
Tel: 214-378-1500
Email: ShawndaFloyd@DallasCollege.edu

With a copy to:
Dr. Tetsuya Umebayashi, D.N.P., RN
Vice Provost, School of Health Sciences
801 Main Street, Dallas, TX 75202
Tel: 214-378-1647
Email: TUmebayashi@DallasCollege.edu

N. **INDEPENDENT CONTRACTORS**. The Parties enter into this Agreement as independent Parties. Nothing herein shall be construed as creating or tending to create an employer-employee, partnership, joint venture or agency relationship between the Parties. This

Agreement is not intended to create, nor should it be construed to create any relationship between the Parties other than that of independent contractors. Neither Party has the authority to bind the other Party, contractually or otherwise. Except as otherwise provided, neither Party shall exercise any control or direction over or control the methods by which the other Party performs its obligations under this Agreement.

O. **GOVERNING LAW AND VENUE**. This Agreement is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas without reference to choice of law principles. Each Party to this Agreement:

1. Consents to the exclusive jurisdiction and venue of the federal and state courts located in Dallas County Texas, in any action arising out of or relating to this Agreement;
2. Waives any objection it might have to jurisdiction or venue of such forums or that the forum is inconvenient; and
3. Agrees not to bring any such action in any other jurisdiction or venue to which either Party might be entitled by domicile or otherwise.

P. **USE OF NAMES AND TRADEMARKS**. Neither Party shall use the name of the other in any promotional or advertising material unless review and approval of the intended use shall first be obtained from the Party whose name is to be used.

Q. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior and contemporaneous oral or written understandings. This Agreement may not be altered, amended or modified except by a written document executed by both Parties.

R. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts and by different Parties in separate counterparts. When executed, each counterpart is deemed an original and all of which together constitutes one and the same Agreement.

S. **SEVERABILITY**. The invalidity or unenforceability of any terms or provisions of this Agreement will in no way affect the validity or enforceability of any other term or provision hereof.

T. **DISPUTE RESOLUTION PROCESS.** The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the College and the Facility to attempt to resolve any claim for breach of contract made by the Facility that cannot be resolved in the ordinary course of business. The Facility shall submit written notice of a claim of breach of contract under this Chapter to the College's chief business officer who shall examine the Facility's claim and any counterclaim and negotiate with the Facility in an effort to resolve the claim.

U. PUBLIC INFORMATION.

a. Facility acknowledges that College is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

b. Upon College's written request, Facility will provide specifiedpublic information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to the College in a non-proprietary format acceptable to College. As used in this provision, "public information" has the meaning assigned Section 552.002, *TexasGovernment Code*, but only includes information to which College has a right of access.

c. Facility acknowledges that College is required to post a copyof the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

V. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL. By executing this Agreement, the Facility certifies it does not and will not, during the performance of this contract, boycott Israel (Texas Government Code, §2270.002). Provider acknowledges this Agreement may be terminated if this certification is inaccurate.

W. CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Facility certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Facility acknowledges this Agreement may be terminated if this certification is inaccurate

X. SIGNATORY CLAUSE. The individuals executing this Agreement on behalf of Dallas College and City of Duncanville acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement and any exhibits attached hereto. This Agreement shall not become effective until executed by each Party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last Party has signed and dated this Agreement.

DALLAS COLLEGE

By: {{Sig_es_:signer1:signature}} {{Dte_es_:signer1:date}}
Dr. Shawnda Floyd, Ed.D., J.D. **Date**
Provost and Vice Chancellor of Workforce Education

CITY OF DUNCANVILLE

By: {{Sig_es_:signer2:signature}} {{Dte_es_:signer2:date}}
Richard Abernathy **Date**
City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CLINICAL AFFILIATION AGREEMENT BETWEEN DALLAS COLLEGE AND THE CITY OF DUNCANVILLE FOR THE PURPOSES OF PARTICIPATING IN THE DALLAS COLLEGE EMS PROGRAM'S FIELD INTERSHIPS FOR STUDENT CLINICAL ROTATIONS; ATTACHED HERETO AS EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dallas College offers a state-approved EMS Program through Dallas College School of Health Sciences that requires students to complete field-based clinical rotations with an authorized Emergency Medical Services (EMS) provider. These clinical experiences are mandated by the Texas Department of State Health Services (DSHS) to ensure students meet competency requirements prior to certification; and

WHEREAS, The Duncanville Fire Department (DFD) is a licensed Advanced Life Support (ALS) provider serving the community and is qualified to provide the required field internship experiences; and

WHEREAS, the Duncanville Fire Department has participated as a Clinical Affiliate with Dallas College's EMS Program since 2012.

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

SECTION 1: The City Council of the City of Duncanville does hereby authorize the City Manager, or his designee, to execute the Clinical Affiliation Agreement between Dallas College and the City of Duncanville which is attached hereto as Exhibit "A".

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the _17th__ day of __March_____ 2026.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - March 17, 2026

TITLE:
Consider a Resolution authorizing an amendment to the services agreement with Locality Media, Inc dba First Due, for Fire and Emergency Medical Services Incident Reporting – ePCR records management system in an expenditure amount not to exceed $205,074.21.

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

Pillar:
Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:
Chris Connealy

BACKGROUND/HISTORY:
The Duncanville Fire Department currently utilizes HealthEMS as its Electronic Patient Care Reporting (ePCR) system for documenting emergency medical responses, patient care reports, and required submissions to state and regional entities.

The existing system has served the department for several years; however, operational limitations, integration challenges, reporting inefficiencies, and rising costs have prompted an evaluation of alternative solutions. After a comprehensive review of available platforms, First Due has been identified as a more robust and integrated solution that aligns with the department's operational, compliance, and long-term strategic needs.

In addition to consolidation benefits, First Due offers enhanced functionality not available within the department's current ePCR system. The platform incorporates embedded artificial intelligence (AI) tools designed to improve the speed, accuracy, and overall quality of documentation. Increased reporting efficiency reduces the amount of time crews spend out of service completing documentation at medical facilities, thereby improving unit availability and response readiness. More comprehensive and accurate

documentation may also positively impact EMS billing compliance and reimbursement rates.

First Due also provides bi-directional hospital communication capabilities that are not available through the department's current vendor. The system integrates with Pulsara, a secure hospital communication platform that allows paramedics to transmit real-time patient information directly from their tablets to participating emergency departments. Rather than relying solely on radio or telephone reports, paramedics can electronically transmit patient complaints, clinical findings, treatment provided, and priority status prior to arrival. This enhances hospital preparedness and improves continuity of care. Hospitals may also use the platform to request additional information or provide updates to the responding ambulance.

Additionally, First Due includes a bi-directional health information exchange feature through Kno2. This functionality enables hospitals to securely share patient outcome data, including diagnosis, treatment course, and disposition, with the treating paramedics. Access to this feedback provides valuable clinical insight, supports continuous quality improvement initiatives, and enhances ongoing professional development for EMS personnel.

POLICY EXPLANATION:
On May 6, 2025, the City Council of the City of Duncanville approved Resolution No. 2025-459 authorizing a service agreement with Locality Media, d/b/a First Due, for the fire records management system for an initial contract term of six months (remainder of FY25) with four additional one-year optional renewals. The Duncanville Fire Department is requesting to amend the contract with Locality Media, d/b/a First Due to include the Electronic Patient Care Reporting (ePCR) system for documenting emergency medical responses, patient care reports, and required submissions to state and regional entities.

The Duncanville Fire Department is already utilizing First Due as a repository for the required documentation from the State of Texas regarding fire reporting. Being able to consolidate records management and ePCRs into one platform reduces duplication of work, improves data integrity, and enhances administrative oversight.

The cost to add the ePCR module for the term of the contract is $52,104.50 (FY-26 - $10,895.50, FY27 - $12,450.00, FY28 - $13,695.00, FY29 - $15,065.50) which includes Incident Reporting – ePCR, AI Enhacend Documentation, Kno2 Hospital Connection and Subscription, Health Data Exchange with ESO subscription, Pulsara Integration, on-line training and implementation and configuration services, and subscription services. Because we already budget for services with Health EMS, this change would be cost neutral. Funding is available in 01077300 – 700450.

With the amendment to the contract adding the ePCR system module, the overall total revised contract cost for all fire and ems modules will be $205,074.21 (FY25 $26,114.00 – already paid; FY26 - $29,895.50; FY27 - $45,034.81; FY28 - $49,538.29; FY29 - $54,492.11). Funding amounts listed for FY27-FY29 budgets are subject to fiscal year

budget approvals.

FUNDING SOURCE:

ORG and Object Number

01077300-700450 (ADVANCED LIFE SUPPORT - SERVICE CONTRACTS)

Available Budget	Purchase Amount	After Encumber
FY26 - $10,895.00	$10,895.00	$0

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Exhibit A - Duncanville FD_First Due_ePCR Add-On Quote and SOW_v2 Final for Signature 1, Records Management - Fire Department with Locality Media - dba First Due. 5.19.2025 (2), Fire Department Records Management - Change Order 1 with First Due.9.24.2026, Reso. No. 2025-459 - Service Ageement with Locality Media dba First Due, Resolution for First Due Amendment - ePCR reporting system

Zoho Sign Document ID: 2AB7F2F4-S_VRSOHXHGATLKCCUTQ6EYV-GGJXPWRHX1OU-CXIULE

first due

Add-On Quote

Customer Name:	Duncanville Fire Department	**Quote Number:**	1545132000574322462
Billing Address:	203 E Wheatland Road Duncanville, TX 75116	**Prepared By:**	Rachael Landman
		Valid Until:	April 30, 2026
Subscription Start:	March 1, 2026		
Initial Term:	7 months		
Annual Subscription:	$ 12,450.00		

Product Details
Incident Reporting – ePCR ePCR Incident Documentation, State and Federal Compliance with automated submission.
AI Enhanced Documentation: ePCR AI powered transcription and documentation solution to assist with completing EMS patient care reports.
Kno2 Hospital Connection Fee This will be charged at a rate of $250 per hospital connection. The first connection is included at no additional cost. Number of Connections: 4
Kno2 Standard Subscription Direct messaging and unlimited Cloud faxing to deliver PCRs to hospital.
HDE Connection w/ ESO Subscription Enables ePCRs to be sent securely to ESO's HDE
Pulsara Integration For agencies using Pulsara, First Due offers a native integration to seamlessly ingest Pulsara data into your ePCR.
Essentials Online Training Package Up to 4 Hours Online Training with certified First Due Instructor
Implementation and Configuration Services Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

One-Time Fees Subtotal	$ 3,550.00
7-months Subscription Fees Subtotal	$ 7,345.50
Grand Total*	**$ 10,895.50**

**Excluding Tax*

This Add-On Quote is issued pursuant to, and governed by, the terms and conditions of the Agreement for Services (the "Agreement") entered into between the above-named parties. By accepting this Add-On Quote, Customer agrees that the services and/or products described herein are subject to the terms of the Agreement, which are hereby incorporated by reference. In the event of any conflict between this Add-On Quote and the Agreement, the terms of the Agreement shall govern, except to the extent expressly stated otherwise in this Add-On Quote.

On June 26, 2025, Locality Media, Inc. dba First Due was converted into a limited liability company under applicable law and now operates as Locality Media, LLC dba First Due. All rights and obligations under the Agreement shall continue in full force and effect under the new name.

Statement of Work. The attached Statement of Work will detail the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Add-On Quote.

Invoicing and Payment Terms. The above-listed Grand Total will be invoiced on or around the Subscription Start date and due within thirty (30) days from the date of the invoice. For subsequent annual periods, the Service fees are due and payable annually in advance on October 1st.

Zoho Sign Document ID: 2AB7F2F4-S_VRSOHXHGATLKCCUTQ6EYV-GGJXPWRHX1OU-CXIULE

Electronic ACH payment Information. Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907

LOCALITY MEDIA, LLC DBA FIRST DUE		**Duncanville Fire Department**	
By:	Sam Morton (Signature)	By:	(Signature)
Name:	Sam Morton	Name:	
Title:	cso	Title:	
Date:	Feb 23 2026	Date:	

Zoho Sign Document ID: 2AB7F2F4-S_VRSOHXHGATLKCCUTQ6EYV-GGJXPWRHX1OU-CXIULE

Statement of Work
For
Duncanville Fire Department
Quote Number: 1545132000574322462

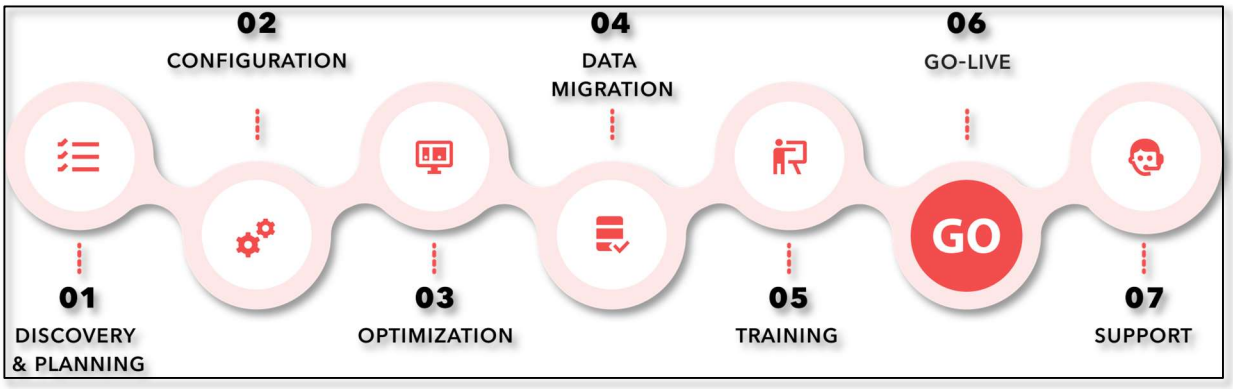
1. Introduction

1.1 Purpose
The purpose of this Statement of Work ("SOW") is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for Customer from First Due for the purchased product(s) set forth in this Add-On Quote ("Purchased Products").

1.2 Scope
This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Implementation

2.1 Overview
First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.

- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.

- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist team comes from a diverse background, ranging from database management to public safety software integration.

- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support

Zoho Sign Document ID: 2AB7F2F4-S_VRSOHXHGATLKCCUTQ6EYV-GGJXPWRHX1OU-CXIULE

post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.

- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

2.3 Implementation Phases

2.3.1 Discovery & Planning: Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- Key Meeting(s): Project Kick-Off, CAD Kick-Off, Data Migration Planning
- Milestone(s): Project Kick-Off, System Access
- Customer Task(s): Fill Discovery Questionnaires
- Deliverable(s): Welcome email, Initial Account Set-Up, System Logins Provided

2.3.2 Configuration: After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- Key Meeting(s): Module Configuration Sessions (1-2 per module)
- Milestone(s): N/A
- Customer Task(s): Configuration Prep Work (per module)
- Deliverable(s): Initial Module Configuration
- Scope: All Purchased Products

2.3.3 Optimization: After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- Key Meeting(s): Module Optimization Sessions (1-2 per module)
- Milestone(s): Module Acceptance and Sign-Off (1 per module)
- Customer Task(s): Optimization Prep Work (UAT per module)
- Deliverable(s): Module Optimization resulting in Customer Acceptance
- Scope: All Purchased Products

2.3.4 Data Migration: Data Migration will occur throughout the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

Zoho Sign Document ID: 2AB7F2F4-S_VRSOHXHGATLKCCUTQ6EYV-GGJXPWRHX1OU-CXIULE

- Key Meeting(s): Data Migration Planning
- Milestone(s): Data Migration Sign-Off
- Customer Task(s): Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- Deliverable(s): Data Migration Plan, Data Mapping Assistance, Data Import

2.3.5 **Training:** As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- Key Meeting(s): Training Planning, Training Sessions
- Milestone(s): Training Completed
- Customer Task(s): Coordinate staff to be trained
- Deliverable(s): Training Plan and Training Session(s)

2.3.6 **Go-Live:** Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- Key Meeting(s): Go-live planning, Post Go-live Check-Ins
- Milestone(s): System Acceptance, Go-live
- Customer Task(s): Final Testing
- Deliverable(s): Post Go-live Implementation Support (2-4 weeks)

2.3.7 **Transition to Customer Success**: Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- Key Meeting(s): Customer Success Transition Meeting
- Milestone(s): Transition to Customer Success and Support
- Customer Task(s): N/A
- Deliverable(s): N/A

3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this SOW, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

Zoho Sign Document ID: 2AB7F2F4-S_VRSOHXHGATLKCCUTQ6EYV-GGJXPWRHX1OU-CXIULE

The Data Migration scope of this SOW will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

5. Integrations

As part of this SOW, First Due will Implement all integrations and relevant scope outlined in this Add-On Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this SOW, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online**: https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support
- **Email**: support@firstdue.com
- **Phone**: (516) 874-5818

7.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our online Support Center. Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

7.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

8. Assumptions

8.1 Customer Participation

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by

Zoho Sign Document ID: 2AB7F2F4-S_VRSOHXHGATLKCCUTQ6EYV-GGJXPWRHX1OU-CXIULE

one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

8.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this SOW will expire within twelve (12) months of the Subscription Start Date as detailed in this Add-On Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to Section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

8.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

8.4 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

Zoho Sign Document ID: 2AB7F2F4-QJR5ZXT9E9MRWE9DWFPQMP6ZODVVEHVTCHFV-P1IW3A

Agreement for Services

This Agreement for Services (this "Agreement") dated as of **March 31, 2025** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media" or "First Due") and the **City of Duncanville** for **Duncanville Fire Department** located at **203 E Wheatland Rd, Duncanville, TX 75116** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.

2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service. Customer shall own all Customer data and upon termination or written request, Locality Media shall provide Customer data to Customer.

3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

Zoho Sign Document ID: 2AB7F2F4-QJR5ZXT9E9MRWE9DWFPQMP6ZODVVEHVTCHFV-P1IW3A

4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").

5. This Agreement will be effective for an initial term of **6 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement may automatically renew for an additional four (4) one-year terms, not to exceed a maximum of five (5) terms ("Renewal Terms"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **10%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.

6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.

7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income).

8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.

9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).

10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable

care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.

11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.

12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS. Locality Media will provide the service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. Locality Media will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

Severity Level:	**Vendor's Initial Response will be provided within:**	**Vendor's Temporary Resolution will be provided within:**	**Vendor's Final Resolution will be provided within:**
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	2 hours from receipt of initial notice from the Customer, or discovery, of the error	48 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue – resolution period to be mutually agreed upon	4 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or discovery, of the error	15 days from receipt of initial notice from the Customer, or error discovery

13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.

14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall

not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.

16. As may be allowed under Texas laws, the Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.

17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.

18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT OF THE REQUIRED AMOUNT OF INSURANCE COVERAGE (2 MILLION DOLLARS).

19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.

20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.

23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.

24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.

25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

26. Agreement Billing Information
    a. **Accounts Payable Contact**

    Name: Tia Pettis

    Email: tia.pettis@duncanvilletx.gov

    Phone: 972-780-5058

    b. **Tax Exempt** YES (Yes/No)
    If yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.

    c. **Purchase Order Required** YES (Yes/No)
    If yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

LOCALITY MEDIA, INC.

By: Toby Ritt
(Signature)

Name: Toby Ritt

Title: VP Sales

Date: Apr 17 2025

City of Duncanville

By: Reso # 2025-459
(Signature)

Name: Douglas Finch

Title: City Manager

Date: 5-19-25

Zoho Sign Document ID: 2AB7F2F4-QJR5ZXT9E9MRWE9DWFPQMP6ZODVVEHVTCHFV-P1IW3A

first due

Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: https://www.firstdue.com/

Exhibit A - Quote
Prepared By: Rachael Landman
Valid Until: June 30, 2025
Quote Number: 154513200041148021 5

BILL TO:
Greg Chase
City of Duncanville for Duncanville Fire Department
203 E Wheatland Rd
Duncanville, TX 75116

Account: Duncanville Fire Department
Subscription Start: March 31, 2025
Initial Term: 6 months
Annual Subscription: $19,000.00

Product Details	Total
Occupancy Management & Pre-Incident Planning Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.	
Responder Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	
Incident Reporting – NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission.	
Scheduling Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.	
Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.	
CAD Integration (Other) Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP, XML, or API.	
Premium Online Training Package Up to 8 Hours Online Training with certified First Due Instructor	
Implementation and Configuration Services Services related to configuring and customizing the First Due Platform as described in the Statement of Work.	
One-Time Fees Subtotal	$ 4,400.00
6-month Subscription Fees Subtotal	$ 9,500.00
Grand Total	**$ 13,900.00**
	**Excluding Tax*

Statement of Work
Please see attached Statement of Work detailing the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Exhibit A – Quote.

Terms and Conditions
The above-listed Grand Total will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance on October 1st.

Payment Terms: Net 30 days
For electronic ACH payment: Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907

Zoho Sign Document ID: 2AB7F2F4-QJR5ZXT9E9MRWE9DWFPQMP6ZODVVEHVTCHFV-P1IW3A

first due
Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: https://www.firstdue.com/

Statement of Work | Duncanville Fire Department

1. Introduction

1.1 Purpose

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for **Duncanville Fire Department** ("Customer") from Locality Media, Inc. dba First Due ("First Due") for the purchased product(s) set forth in Exhibit A – Quote ("Purchased Products") attached to the Agreement.

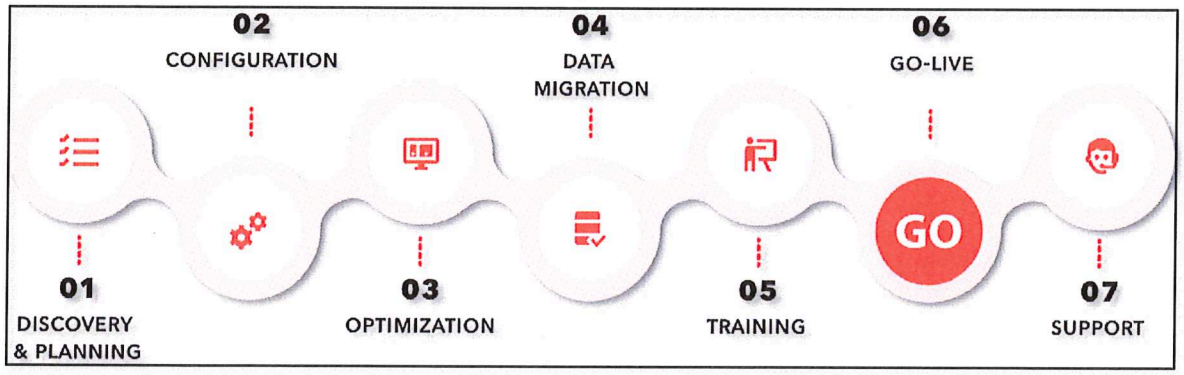
1.2 Scope:

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Implementation

2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.

- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.

- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist

team comes from a diverse background, ranging from database management to public safety software integration.

- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.

- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

2.3 Implementation Phases

2.3.1 **Discovery & Planning:** Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

2.3.2 **Configuration:** After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will be either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchase Products

2.3.3 **Optimization:** After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchase Products

Zoho Sign Document ID: 2AB7F2F4-QJR5ZXT9E9MRWE9DWFPQMP6ZODVVEHVTCHFV-P1IW3A

2.3.4 **Data Migration:** Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

2.3.5 **Training:** As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

2.3.6 **Go-Live:** Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

2.3.7 **Transition to Customer Success:** Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

Zoho Sign Document ID: 2AB7F2F4-QJR5ZXT9E9MRWE9DWFPQMP6ZODVVEHVTCHFV-P1IW3A

4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this Statement of Work will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

5. Integrations

As part of this Statement of Work, First Due will Implement all integrations and relevant scope outlined in Exhibit A – Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this Statement of Work, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online**: https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support
- **Email**: support@firstdue.com
- **Phone**: (516) 874-5818

7.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our online Support Center. Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

7.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

8. Assumptions

8.1 Customer Participation

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

8.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this Statement of Work will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A – Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

8.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

8.4 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

Zoho Sign Document ID: 2AB7F2F4-DYS87BMFZ6F6DFSETPYEIDKQ6MIPLHDFRXG7UIKOONG

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Locality Media, Inc.

2 Business name/disregarded entity name, if different from above.

First Due

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

107 7th Street

Requester's name and address (optional)

6 City, state, and ZIP code

Garden City, NY 11530

7 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 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

or

Employer identification number: 81-1388062

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 Andreas Huber Date Jan 02 2025 10:23 PST

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I

TEXAS ADDENDUM TO AGREEMENT
FOR
AGREEMENT FOR SERVICES
CONTRACT NUMBER 25-11530

This addendum to the **ORIGINAL AGREEMENT with** hereinafter referred to as **Locality Media, Inc.** "CONTRACTOR", with offices located at **107 South 7th Street, Garden City, New York 11530** and is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY", with offices located at 203 East Wheatland, Duncanville, Texas 75116, to be effective upon approval of the Duncanville City Council and subsequent execution of this Contract by the Duncanville City Manager or the duly authorized designee.

This Agreement amends and modifies the Proposal and Original Agreement (**"Original Agreement"**) dated **March 31, 2025,** made and entered into by the parties. The following terms and conditions are added to the Original Agreement, and should a conflict arise between any of the contract documents, the terms and conditions of the addendum shall take precedence over any and all contract documents to the extent of such conflict exist. All other provisions of the Original Agreement remain in full force and effect, other than any provision added or modified by addendum.

1. Invoices

A. The CONTRACTOR shall submit invoices for services or goods rendered. Invoices shall be emailed to the CITY's Accounts Payable Department at accountspayable@duncanville.com with a proforma copy to the City's designated project manager or departmental point-of-contact. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number, if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The CONTRACTOR's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the CITY. Unless otherwise instructed in writing, the CITY may rely on the remittance address specified on the CONTRACTOR's invoice.

C. Invoices for labor performed outside of the scope and but previously agreed to by the City with a written change order, shall be listed on the monthly invoice as a separate item. Invoices for labor shall include a copy of all timesheets with labor rate and deliverables clearly identified. Invoices shall also include a tabulation of work hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked.

D. Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through All Subcontractor and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or CITY sales taxes must not be included in the invoiced amount. The CITY will furnish a tax exemption certificate upon request.

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I

2. Payment

The CITY may withhold or set off the entire payment or part of any payment otherwise due the CONTRACTOR to such extent as may be necessary on account of:

A. third party claims, which are not covered by the insurance which the CONTRACTOR is required to pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.

B. failure of the CONTRACTOR to pay Subcontractors, or for labor, materials or equipment; damage to the property of the CITY or the CITY's agents, employees, or contractors, which is not covered by insurance required to be provided by the CONTRACTOR;

C. reasonable evidence that the CONTRACTOR's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
failure of the CONTRACTOR to submit proper invoices, with all required attachments and supporting documentation; or

D. failure of the CONTRACTOR to comply with any material provision of the Agreement or perform the project in a satisfactory manner.

E. any sums owed to the CITY, for any reason including delinquent taxes.

Payments shall be made within 30 days of receipt of invoice by CITY, unless disputed by the CITY. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3. Termination

The CITY may suspend or terminate this Contract for cause or without cause at any time by giving 60 days written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities, or material in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is-without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to the CITY. Should the CITY require a modification of this Contract with CONTRACTOR, and in the event the CITY and the CONTRACTOR fail to agree upon a modification to this Contract, the CITY shall have the option of terminating this Contract and the CONTRACTOR's services hereunder at no additional cost other than the payment to the CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONTRACTOR prior to such termination date.

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I

4. Insurance

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

B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than Two Million Dollars ($2,000,000.00) for one (1) person, and not less than Two Million Dollars for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than Two Million Dollars ($2,000,000.00) for any one (1) occurrence, and Two Million Dollars ($2,000,000.00) aggregate.

A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Section shall be furnished to CITY before any services are performed under this Contract to:

CITY of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
purchasing@duncanvilletx.gov

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least **"A" by AM Best** or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the CITY.

5. Indemnification for Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability, or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractor's, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I

by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONTRACTOR shall be obligated to indemnify CITY as provided herein in a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this agreement. This provision shall survive the termination of this agreement.

6. Jurisdiction, Venue, Applicable Laws

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein.

7. Dispute Resolution

If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I

process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONTRACTOR will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8. Business Prohibitions and Requirements

A. Prohibition on Contracts with Companies Boycott of Israel

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

B. Transactions with an Abortion Provider or Affiliate

CONTRACTOR certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Contractor, Agreement and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.

C. Prohibition against doing business with Foreign Terrorist Organizations

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

D. Discrimination Against Firearm & Ammunition Industries

Vendor certifies and verifies that (1)neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274.For purposes of this Agreement, the term ""Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I

E. **Boycotting of Energy Companies**

Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

F. **Certificate of Interested Parties Electronic Filing (See Exhibit C)**

No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the CONTRACTOR shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908. https://www.ethics.state.tx.us/filinginfo/1295/

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

9. **Funding and Non-Appropriation Clause**

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

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

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I

10. Right to Inspect/Audit Records

CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors or subcontractors involving transactions to the subcontract and further, that CITY shall have access during normal working shall give the subcontractor's or subcontractors reasonable advance notice of intended audits no less than 3 business days.

11. Federal Work Authorization Affidavit and Employment Verification

The lmmigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. The CONTRACTOR warrants that the CONTRACTOR is in compliance with IRCA during the term of this contract with the CITY. The CONTRACTOR warrants that the CONTRACTOR has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract. The CONTRACTOR performs services for the CITY as a result of this Agreement and compensation for services may exceed the minimum set forth in Texas Government Code Section 2269.002, as amended from time to time. Pursuant to Texas Government Code Section 2269.002, for as long as this Agreement remains in effect, the CONTRACTOR will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("E-Verify"). The CONTRACTOR shall complete and execute the Service Provider E-Verify Compliance Affidavit attached as **Exhibit D** to this Agreement, or a similar affidavit that meets the requirements of the law.

If the CONTRACTOR subcontracts any services described in this Agreement, The CONTRACTOR shall require the subcontractor to attest to its compliance with Texas Government Code Section 2269.002, as amended from time to time, and complete and execute the Subcontractor to a Service Provider E-Verify Compliance Affidavit attached as **Exhibit D.1** or a similar subcontractor affidavit that meets the requirements of the law. The CONTRACTOR shall maintain any completed affidavit and make a copy of it available to the CITY upon request. The CONTRACTOR shall ensure that any subcontractor E-Verify affidavit becomes a part of its agreement with the subcontractor.

12. Force Majeure

The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract should it be prevented from performance by an act of

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I

war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately notify the CITY of Duncanville **Chief Procurement Officer** by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

13. Confidentiality

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that the Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate protective order. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

14. Non-Waiver of Rights

Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

15. No Waiver of Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the CITY of Duncanville of any immunities from suit or from liability that the CITY of Duncanville may have by operation of law.

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I

16. Confidentiality

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that the Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate legal remedy. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

17. Non-Publicity

City of Duncanville and Consultant agree not to disclose the existence or contents of this Contract to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law or court order, (c) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Contract.

18. No Warranty by City Against Infringements

The CONTRACTOR represents and warrants to the CITY that: (i) the CONTRACTOR shall provide the CITY good and indefeasible title to the deliverables and (ii) the deliverables supplied by the CONTRACTOR in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the CONTRACTOR does not know of any valid basis for any such claims. The CONTRACTOR shall, at its sole expense, defend, indemnify, and hold the CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the CITY's exercise anywhere in the world of the rights associated with the CITY's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the CONTRACTOR's

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I

breach of any of CONTRACTOR's representations or warranties stated in this Contract. In the event of any such claim, the CITY shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the CITY's behalf. Further, CONTRACTOR agrees that the CITY's specifications regarding the deliverables shall in no way diminish CONTRACTOR's warranties or obligations under this paragraph and the CITY makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of CONTRACTOR.

19. Performance of Services

The CONTRACTOR represents that all services to be provided to the City of Duncanville under the Contract will be fully and timely performed with the professional skill and care ordinarily provided by competent professionals practicing under the same or similar circumstances and as may be applicable professional license and all applicable Federal, State, and local laws, rules, or regulations. The CONTRACTOR makes no warranty, express or implied, as to its professional services rendered under this agreement.

20. Byrd Anti-Lobbying Act Requirements

The CONTRACTOR hereby certifies, for contracts exceeding $100,000, that no federal appropriated funds from this contract shall be used to pay any person or organization for influencing or attempting to influence an officer, or employee of any Local, State, or Federal agency, or a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award cover by 31 U.S.C. 1352.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form-XXX, "Disclosure Form to Report Lobbying**," in accordance with its instructions.

21. Clean Air Act Requirements

In accordance with the provisions of the Federal Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended, for contracts in excess of $150,000, the CONTRACTOR certifies that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

22. Solid Waste Disposal Act

In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I

contract performance schedule, meeting contract performance requirements; or at a reasonable price. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

23. Claims

If any claim, demand, suit, or other action is asserted against the CONTRACTOR which arises under or concerns the Contract, or which could have a material adverse effect on the CONTRACTOR's ability to perform thereunder, the CONTRACTOR shall give written notice thereof to the CITY within ten (10) calendar days after receipt of notice by the CONTRACTOR. Such notice to the CITY shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the Duncanville Chief Procurement Officer. Personal delivery to the CITY is defined in the Notices section.

24. Compliance with the Copeland Anti-Kickback Act

The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

25. Prohibition on Contracting for Covered Telecommunications Equipment or Services

The CONTRACTOR shall comply with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 which prohibits the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Provided Technology is procured through this Contract, the CONTRACTOR shall be required to complete and submit Federal Form NDAA-899.

26. SAM.gov Registration.

CONTRACTOR must have an active registration with the System for Award Management (www.SAM.gov) AND have been cleared (not suspended or debarred). Provide proof of SAM.gov registration along with your submission of SAM.gov registration must be submitted to the City of Duncanville Chief Procurement Officer.

27. Historically Underutilized Business Requirements

If the awarded Contractor is a prime contractor and is permitted by the City to use subcontractors, the following affirmative steps are required of the prime contractor:

Placing qualified small and minority businesses and women's business enterprises on

- solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I

- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, and the State of Texas Historically Underutilized Businesses Program.
- **If you need assistance, you can contact the local MBDA Center in the DFW Area or choose the one closest to your community. Please use the following link: https://www.mbda.gov/mbda-programs.**

28. Business Registration in Texas.

As a Texas governmental entity, the City of Duncanville requires all businesses to be registered to conduct or engage business in Texas and comply with all provisions of Texas laws and policies regarding registration requirements. https://www.sos.state.tx.us/corp/foreign_outofstate.shtml#:~:text=If%20the%20entity's%20legal%20name,BOC%20%C2%A7%209.004.
https://comptroller.texas.gov/taxes/publications/94-108.php

29. Cooperative Purchasing

When stated specifically in the solicitation, the City of Duncanville may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies or agencies of the State of Texas for the purpose of combining requirements to increase the efficiency or reduce administrative expenses. The Contractor must deal directly with each participating governmental entity named in the solicitation concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms or conditions the participating agency may require. The actual utilization of this contract award by the participating governmental entity is at the sole discretion of that participating entity.

The City of Duncanville is acting on behalf of the participating governmental agency for the sole purpose of complying with Texas competitive proposal requirements and shall not be held liable for any costs, damages, etc. incurred by the Contractor about any purchase by the participating agency. The City of Duncanville shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.

29. Pass Down Language Requirement

Provided the CONTRACTOR utilizes any subcontractors in performing this contract, the CONTRACTOR shall require the subcontractor to adhere to and comply with the terms and conditions of this Contract by incorporating such into a written contract between the CONTRACTOR and the subcontractor.

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I

Conflicts of Language: Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. Final negotiated contract
2. RFQ/Solicitation documents
3. CITY's standard terms and conditions
4. Purchase order
5. Proposal documents and CONTRACTOR terms and conditions

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS CONTRACT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS CONTRACT. THIS CONTRACT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF DRAFTING OR PREPARATION HEREOF.

This Contract may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Contract. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes. IN WITNESS WHEREOF, the parties of these presents have executed this contract in the year and day first above written.

CITY OF DUNCANVILLE, TEXAS	LOCALITY MEDIA, INC.
Signature	Toby Ritt **Signature**
Doug Finch, City Manager	Toby Ritt VP Sales
5/19/2025 **Date**	Apr 18 2025 **Date**
972-780-5058 **Phone Number**	VP Sales **Phone Number**
purchasing@duncanvilletx.gov **Email Address**	toby@firstdue.com **Email Address**

TEXAS ETHICS COMMISSION CERTIFICATE NUMBER_____

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I

Exhibit A – Conflict of Interest Form

NOTICE TO VENDORS AND INSTRUCTIONS FOR CONFLICT-OF-INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, became effective on January 1, 2006. The bill enacts Local Government Code Chapter 176. That bill requires a vendor that wishes to conduct business or be considered for business with the City of Duncanville to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict-of-interest questionnaire (FORM CIQ).

Section 176.006 requires disclosing a person's "affiliations or business relationships that might cause a conflict of interest." The term "affiliation" is not defined in Chap. 176. However, the general definition of "affiliation" would mean any association or connection. So any affiliation, including friendship, membership in some group or organization, residence in the same neighborhood, relationship by blood or marriage, or any other connection, must be disclosed.

How to fill out the Conflict-of-Interest Questionnaire form:

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) trying to do business with the City of Duncanville. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with the City of Duncanville must complete this form.

2. Check box if the form is an update to a form previously completed. Updates are required by law by September 1 of each year in which the person submits a proposal, bid or response to the City of Duncanville or begins contract discussions or negotiations with the City of Duncanville. Updates are also required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.

3. Describe how you are affiliated or related to a City of Duncanville employee, City Council member, or contractor with the City of Duncanville (such as an engineering or architectural firm) who makes recommendations to the City for awards. **If no affiliation or business relationship exists, state "None."**

4. Describe how you are affiliated with or related to a local government officer. **If no affiliation or business relationship exists, state "None."**

5. Complete this Section by listing the name of each local government officer with whom there is an affiliation or business relationship, and you checked the "Yes" box in Section 5 A, B, or C.

6. Describe <u>any other</u> affiliation or business relationship that might cause a conflict. If no conflicts check the #4 box as well.

7. **Signature box. Date and sign the form. <u>A signature is required from the person completing the form even if "None" entered in boxes 3, 4, & 6.</u>**

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I

Duncanville
City of Champions

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person 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 government 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.

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 in this section is being disclosed.**

_____
Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section 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 named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☐ **I have no Conflict of Interest to disclose.**

5 Toby Ritt — Apr 18 2025

Signature of vendor doing business with the governmental entity — Date

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I

Exhibit B – Form 1295 Instructions

Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The CONTRACTOR shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on the signature page of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@duncanville.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I

Exhibit C– Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, Andreas Huber, the undersigned representative of Locality Media Inc., dba First Due (hereafter referred to as company) do hereby verify that the company named above, under

The provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"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; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Apr 18 2025
DATE

Toby Ritt
SIGNATURE OF COMPANY REPRESENTATIVE

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I

Exhibit D – Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the **City of Duncanville** affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq.

Furthermore, Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subcontractors who present to Service Provider an affidavit containing the information required by Texas Government Code Section 2269, et. seq. The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

81-1388062 — Federal Work Authorization User Identification Number

Apr 18 2025 — Date of Authorization

Service Provider:
Locality Media Inc., dba First Due

Project:

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on_____, 20___, in_____(city),_____(state).

Toby Ritt — BY: Service Provider Authorized Officer or Agent

Apr 18 2025 — Date

Toby Ritt
VP Sales
Printed Name and Title of Authorized Officer or Agent

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I

Duncanville
City of Champions

Exhibit E – SAM.GOV RECORD SUBMISSION

Insert System for Award Management (SAM) record search for company name and company principal (here)

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I

Duncanville
City of Champions

Exhibit F – CERTIFICATE OF INSURANCE

Insert Company certificate of insurance (here)

RESOLUTION NO. 2025-459

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A SERVICE AGREEMENT WITH LOCALITY MEDIA, DBA FIRST DUE, FOR THE FIRE RECORDS MANAGEMENT SYSTEM IN EXPENDITURE AMOUNT NOT TO EXCEED $102,079.00 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, it is required by the state law to house and maintain fire department records including, but not limited to, incident response, equipment, training, personnel, etc.; and

WHEREAS, the City of Duncanville has obtained a quote from Locality Media, dba First Due for a fire records management system ; and

WHEREAS, Locality Media, dba First Due, is the sole source provider of their fire reporting management system; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize a service agreement with Locality Media, dba First Due for the fire records management system for an expenditure amount not to exceed $102,079.00.

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 service agreement with Locality Media, dba First Due for a fire records management system through a four year and six month contract term incorporated herein as Exhibit A with an estimated potential full contract term expenditure amount not to exceed $102,079.00. (FY25 - $13,900.00; FY26 - $19,000.00; FY27, $20,900.00; FY28 - $22,990.00; FY29 - $25,289.00)

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

SECTION 3. The City Council of the City of Duncanville has budgeted funds available in account 01077100-700233 for the fire records management system; and

SECTION 4. That Locality Media, dba First Due, 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 5. 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 May, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

CITY OF DUNCANVILLE TEXAS

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Zoho Sign Document ID: 2AB7F2F4-VJIWTD7CDO-CLQKY8JBHICJI2NFMROCL-1YOW53QO9G

first due

Add-On Quote

Customer Name:	Duncanville Fire Department	**Quote Number:**	1545132000501066895
Billing Address:	203 E Wheatland Rd Duncanville, TX 75116	**Prepared By:**	Rachael Landman
		Valid Until:	September 30, 2025
Subscription Start:	September 15, 2025		
Initial Term:	12.5 months		
Annual Subscription:	$10,214.00		

Product Details

Advanced Training Records with Content
Assign Training, Record Completions, View Training Logs, and Manage Certifications. Enables the administration, assignment, and delivery of online training course content. This module also allows users to upload SCORM files to deliver online training to end users. Advanced Training Records Content Packages included with this purchase are listed below separately.

Fire & EMS Training Bundle Content Package - Fire Engineering
Includes access to First Due's Interactive Fire & EMS Training Bundle for use in the administration, assignment and delivery of web-based training through First Due Advanced Training Records with Content. Qty/Licenses: 56
This Training Content is subject to the Fire Engineering Training™ Subscription Services Terms and Conditions (the "FET Terms"), which are attached to and made part of the Agreement. The Customer understands and agrees that Clarion Events, Inc. is responsible solely for the obligations contained within the FET Terms, and First Due is responsible for all other obligations contained in your agreement.

Assets & Inventory
Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.

Essentials Online Training Package
Up to 4 Hours Online Training with certified First Due Instructor

Implementation and Configuration Services
Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

First Year Discount
First Year Discount

One-Time Fees Subtotal	$ 2,000.00
12.5-months Subscription Fees Subtotal	$ 10,622.56
Discount	($ 408.56)
Grand Total*	**$ 12,214.00**
	*Excluding Tax

This Add-On Quote is issued pursuant to, and governed by, the terms and conditions of the Agreement for Services (the "Agreement") entered into between the above-named parties. By accepting this Add-On Quote, Customer agrees that the services and/or products described herein are subject to the terms of the Agreement, which are hereby incorporated by reference. In the event of any conflict between this Add-On Quote and the Agreement, the terms of the Agreement shall govern, except to the extent expressly stated otherwise in this Add-On Quote.

Statement of Work. The attached Statement of Work will detail the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Add-On Quote.

Invoicing and Payment Terms. The above-listed Grand Total will be invoiced on or around the Subscription Start date and due within thirty (30) days from the date of the invoice. For subsequent annual periods, the Service fees are due and payable annually in advance on October 1st.

Zoho Sign Document ID: 2AB7F2F4-VJIWTD7CDO-CLQKY8JBHICJI2NFMROCL-1YOW53QO9G

Training Content Disclaimer. As related to Locality Media's Basic Training Records, Advanced Training Records, and Advanced Training Records with Content modules and associated Training Content, Locality Media's products are intended to be used by certified instructors and are designed to be integrated into a broader curriculum that includes digital, online, or in person classroom instruction, hands-on practice and the use of educational materials. Some practices or procedures shown may differ from Licensee's competency and procedural requirements. Locality Media makes no warranty, expressed or implied that the information presented will satisfy any particular situation or need or that any demonstrated procedure is safe. Locality Media disclaims any liability, loss or risk resulting directly or indirectly from the Training Products.

Electronic ACH payment Information. Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907

FIRST DUE HOLDINGS, INC.,
THROUGH ITS WHOLLY-OWNED SUBSIDIARY
LOCALITY MEDIA, LLC DBA FIRST DUE

By: Toby Ritt
(Signature)

Name: Toby Ritt

Title: VP Sales

Date: Aug 26 2025

Duncanville Fire Department

By: Richard B. Abernethy
(Signature)

Name: Richard B. Abernethy

Title: Interim City Manager

Date: 9/23/2025

Resolution 2025-459

Zoho Sign Document ID: 2AB7F2F4-VJIWTD7CDO-CLQKY8JBHICJI2NFMROCL-1YOW53QO9G

first due

Statement of Work

For

Duncanville Fire Department

Quote Number: 1545132000501066895

1. Introduction

1.1 Purpose

The purpose of this Statement of Work ("SOW") is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for Customer from First Due for the purchased product(s) set forth in this Add-On Quote ("Purchased Products").

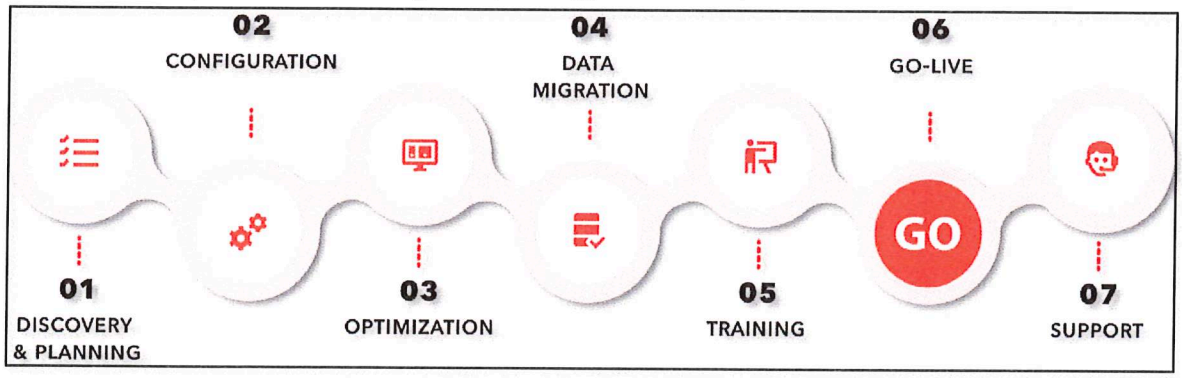
1.2 Scope

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Implementation

2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.

- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.

- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist team comes from a diverse background, ranging from database management to public safety software integration.

- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support

post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.

- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

2.3 Implementation Phases

2.3.1 Discovery & Planning: Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- Key Meeting(s): Project Kick-Off, CAD Kick-Off, Data Migration Planning
- Milestone(s): Project Kick-Off, System Access
- Customer Task(s): Fill Discovery Questionnaires
- Deliverable(s): Welcome email, Initial Account Set-Up, System Logins Provided

2.3.2 Configuration: After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- Key Meeting(s): Module Configuration Sessions (1-2 per module)
- Milestone(s): N/A
- Customer Task(s): Configuration Prep Work (per module)
- Deliverable(s): Initial Module Configuration
- Scope: All Purchased Products

2.3.3 Optimization: After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- Key Meeting(s): Module Optimization Sessions (1-2 per module)
- Milestone(s): Module Acceptance and Sign-Off (1 per module)
- Customer Task(s): Optimization Prep Work (UAT per module)
- Deliverable(s): Module Optimization resulting in Customer Acceptance
- Scope: All Purchased Products

2.3.4 Data Migration: Data Migration will occur throughout the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

Zoho Sign Document ID: 2AB7F2F4-VJIWTD7CDO-CLQKY8JBHICJI2NFMROCL-1YOW53QO9G

- Key Meeting(s): Data Migration Planning
- Milestone(s): Data Migration Sign-Off
- Customer Task(s): Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- Deliverable(s): Data Migration Plan, Data Mapping Assistance, Data Import

2.3.5 **Training:** As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- Key Meeting(s): Training Planning, Training Sessions
- Milestone(s): Training Completed
- Customer Task(s): Coordinate staff to be trained
- Deliverable(s): Training Plan and Training Session(s)

2.3.6 **Go-Live:** Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- Key Meeting(s): Go-live planning, Post Go-live Check-Ins
- Milestone(s): System Acceptance, Go-live
- Customer Task(s): Final Testing
- Deliverable(s): Post Go-live Implementation Support (2-4 weeks)

2.3.7 **Transition to Customer Success:** Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- Key Meeting(s): Customer Success Transition Meeting
- Milestone(s): Transition to Customer Success and Support
- Customer Task(s): N/A
- Deliverable(s): N/A

3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this SOW, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this SOW will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

5. Integrations

As part of this SOW, First Due will Implement all integrations and relevant scope outlined in this Add-On Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this SOW, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online:** https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support
- **Email:** support@firstdue.com
- **Phone:** (516) 874-5818

7.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our online Support Center. Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

7.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

8. Assumptions

8.1 Customer Participation

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by

Zoho Sign Document ID: 2AB7F2F4-VJIWTD7CDO-CLQKY8JBHICJI2NFMROCL-1YOW53QO9G

one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

8.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this SOW will expire within twelve (12) months of the Subscription Start Date as detailed in this Add-On Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to Section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

8.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

8.4 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

Zoho Sign Document ID: 2AB7F2F4-VJIWTD7CDO-CLQKY8JBHICJI2NFMROCL-1YOW53QO9G

FIRE ENGINEERING • TRAINING •

Subscription Services Terms and Conditions

The following terms and conditions (the "Agreement") apply to all Subscription Services, as defined below, purchased by the entity or individual using the Subscription Services (the "User") from Clarion Events, Inc. ("Clarion Events"). If purchased on behalf of others, the User represents and warrants that all individuals who have access to the Subscription Services are each considered a User and personally guarantees that all individuals will comply with the terms of the Agreement.

WHEREAS, Clarion Events has developed and implemented Fire Engineering Training and other services which can be purchased on a subscription basis (the "Subscription Services");

WHEREAS, the User wishes to purchase the Subscription Services from Clarion Events through First Due Holdings, Inc., a Delaware corporation, through its wholly-owned subsidiary Locality Media, LLC dba First Due("First Due");

WHEREAS, the User understands and agrees that Clarion Events' obligations are solely limited to the terms contained in this Agreement, and any other services or obligations which may be offered by First Due related to this Agreement or the Subscription Services are the sole obligation of First Due. For good and valuable consideration, the receipt of which is hereby acknowledged, Clarion Events and the User agree to the following:

1. **Term.** This Agreement becomes effective and enforceable upon the User's purchase of the Subscription Services, or the User's use of the Subscription Services, whichever occurs first. This Agreement shall remain in effect for a minimum one (1) year period commencing on the purchase date, unless a different time period is specified on any applicable order form (the "Initial Term"): provided, however, that the Term will be automatically extended for successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and all subsequent Renewal Terms shall collectively comprise the "Term" of this Agreement. Notwithstanding the foregoing, Clarion Events may terminate this Agreement upon written notice to the User due to the User's breach, insolvency or bankruptcy, or failure to comply with the spirit of the Agreement as determined in Clarion Events' sole discretion.

2. **Subscription Fee/Invoicing.** Clarion Events will invoice the User for purchased Subscription Services at the commencement of the Initial Term and thirty (30) days prior to the beginning of each Renewal Term. The User will pay the invoiced amount by Clarion Events within thirty (30) days of the invoice date. Payment instructions are included on the applicable order form, which is attached to and made part of this Agreement, and the User agrees to comply with all such instructions. Clarion Events reserves the right to increase pricing for each Renewal Term.

3. **Ownership of Materials; Derivative Works; Right to Use.**

   3.1. **Learning Management System.** The User understands and agrees that part of the Subscription Services may include the use of Clarion Events' Learning Management System ("LMS"), Fire Engineering Training, as described below:

      3.1.1. **Generally.** The User acknowledges and agrees that all learning management system services, including but not limited to all online courses, videos, test banks, skills templates and all other materials provided by Clarion Events to the User from time to time during the term of this Agreement (such materials collectively, the "Subscription Materials") are proprietary products of Clarion Events, protected under U.S. copyright, trademark, patent, and other applicable law. Subject to the terms, conditions, and limitations of this Agreement, Clarion Events hereby grants the User a limited, nontransferable, revocable license to prepare derivative works of the Subscription Materials subject to the terms and conditions of this Agreement(each, a "Derivative Work"); provided, however, that the User acknowledges and agrees that Clarion Events is the sole owner of all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and the User hereby assigns and transfers to Clarion Events all right, title

Zoho Sign Document ID: 2AB7F2F4-VJIWTD7CDO-CLQKY8JBHICJI2NFMROCL-1YOW53QO9G

and interest in and to all Derivative Works, including the copyrights and other intellectual property and proprietary rights therein or pertaining thereto. The User will not remove any copyright notice or other notice of Clarion Events appearing on Subscription Materials or Derivative Works and shall include such notices at the appropriate place on each copy thereof.

3.1.2. **Right to Use; Limitations on Use.** Subject to the terms, conditions, and limitations in this Agreement, Clarion Events hereby grants to the User a limited, nontransferable, revocable license to use the Subscription Materials and any Derivative Works solely for the User's internal purposes. The User shall not copy, republish, lend, distribute, post on servers, transmit, redistribute, or display, in whole or in part, by any means or medium, whether electronic or mechanical, or by any informational storage and retrieval system, any Subscription Materials or any Derivative Work other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, the User will not import, upload, or otherwise make available any Subscription Materials or any Derivative Work into or onto any third party, document, knowledge, or other content management system or service without Clarion Events' prior written consent. The User's right to use the LMS is limited to the right expressly granted in this Agreement. All rights not expressly granted to the User are reserved and retained by Clarion Events and its licensors.

3.1.3. **User Data.** As between the User and Clarion Events, all User Data, defined as data owned by User prior to the execution of this Agreement or data not otherwise subject to a Derivative Work, is the User's property; provided that the User grants a perpetual, unlimited, royalty-free, worldwide license to Clarion Events to use User Data in an aggregated and anonymized form. The User hereby acknowledges and agrees it has read and understands Clarion's privacy policy, which can be found at https://us.clarionevents.com/privacy-policy.

3.2. **Generally; Injunctive Relief.** Except as expressly provided herein, nothing in this Agreement shall be construed as conferring any rights or license to Clarion Events' trade secrets, intellectual property, Confidential Information, Subscription Materials, or the software underlying such products and services, whether by estoppel, implication or otherwise. The User may not decompile, disassemble, reverse engineer or otherwise attempt to discover any source code contained in any software-based Subscription Services. Notwithstanding any other term or condition herein, the User grants all rights and permissions in or relating to User Data as are necessary or useful to Clarion Events to enforce this Agreement, exercise Clarion Events' rights, and perform Clarion Events' obligations hereunder. The User acknowledges that a breach or threatened breach of any portion of this Section 3 may cause irreparable harm and shall entitle Clarion Events to injunctive relief in addition to any other available remedy.

4. **Warranty Disclaimer.** ALL SUBSCRIPTION SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS IS" AND CLARION EVENTS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS IMPLIED, STATUATORY, OR OTHERWISE, CLARION EVENTS SPECIFICIALLY DICLAIMES AND THE USER SPECIFICALLY WAIVES ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURCHASE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. USER UNDERSTANDS AND AGREES THAT ANY OTHER WARRANTIES OR OBLIGATIONS OFFERED BY FIRST DUE RELATED TO THE SUBSCRIPTION SERVICES OR THIS AGREEMENT ARE THE SOLE RESPONSIBILITY OF FIRST DUE.

5. **Disclaimer of Liability.** The User acknowledges and agrees that Clarion Events, its officers, agents, managers, and employees will have no liability to the User or any other person or entity arising from or related to the Subscription Services or the Subscription Materials, or any act or omission by the User or its personnel pursuant to, or in reliance on, any of the Subscription Materials. The User understands and agrees that any liability offered by First Due in relation to the Subscription Services or this Agreement shall be the sole responsibility of First Due.

6. **Limitation of Liability.** Clarion Events' cumulative liability to the User and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relations to this Agreement, the Subscription Services, or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Clarion Events by the User for the purchased Subscription Services under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Clarion Events be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Clarion Events has been advised of the possibility of such damages. The limitations set forth in this Section 6 shall apply

Zoho Sign Document ID: 2AB7F2F4-VJIWTD7CDO-CLQKY8JBHICJI2NFMROCL-1YOW53QO9G

whether the User's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

7. **Indemnification.** The User agrees to defend, indemnify, and hold harmless Clarion Events, and its respective affiliates, personnel and representatives from and against all expenses, costs, claims, demands, suits, actions, proceedings, judgments, fines, penalties, losses, damages and liabilities (including but not limited to reasonable attorneys' fees and expenses), resulting directly or indirectly from (i) any actions or omissions of the User and/or its personnel, agents and representatives that are negligent, wrongful or constitute a breach of this Agreement, or (ii) claims that the User's information, data, documentation, or other content violate the intellectual property, privacy or other rights of any third party. This indemnity provided under this provision shall survive the termination or expiration of this Agreement and is in addition and without prejudice to any other rights and/or remedies which Clarion Events may have or be entitled to under this Agreement and/or applicable laws.

8. **Confidential Information.** The User understands and agrees that it will be exposed to Clarion Events' confidential and proprietary information, including trade secrets, and shall not disclose such information to third parties, and is permitted to only use such information as described in this Agreement. For the avoidance of doubt, the User shall not use the Subscription Services, Subscription Materials, or any other information or documentation covered by this Agreement for any other purpose other than internal use.

9. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Delaware, without giving effect to any choice of law doctrine that would case the law of any other jurisdiction to apply.

10. **Entire Agreement.** This Agreement, including any applicable order forms, embodies the entire agreement and understanding of the partiers hereto and hereby expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, inducement, or statement or intention has been made by any party hereto that is not embodied in this Agreement. In the event of a conflict of terms between an order form, executed by the User and Clarion Events, and this Agreement, the terms of the order form shall prevail. Terms and Conditions set forth in any purchase order, or any other form or document of the User, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Clarion Events, and shall not be considered binding on Clarion Events unless specifically agreed to in writing by it.

RESOLUTION NO. 2025-459

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A SERVICE AGREEMENT WITH LOCALITY MEDIA, DBA FIRST DUE, FOR THE FIRE RECORDS MANAGEMENT SYSTEM IN EXPENDITURE AMOUNT NOT TO EXCEED $102,079.00 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, it is required by the state law to house and maintain fire department records including, but not limited to, incident response, equipment, training, personnel, etc.; and

WHEREAS, the City of Duncanville has obtained a quote from Locality Media, dba First Due for a fire records management system ; and

WHEREAS, Locality Media, dba First Due, is the sole source provider of their fire reporting management system; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize a service agreement with Locality Media, dba First Due for the fire records management system for an expenditure amount not to exceed $102,079.00.

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 service agreement with Locality Media, dba First Due for a fire records management system through a four year and six month contract term incorporated herein as Exhibit A with an estimated potential full contract term expenditure amount not to exceed $102,079.00. (FY25 - $13,900.00; FY26 - $19,000.00; FY27, $20,900.00; FY28 - $22,990.00; FY29 - $25,289.00)

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

SECTION 3. The City Council of the City of Duncanville has budgeted funds available in account 01077100-700233 for the fire records management system; and

SECTION 4. That Locality Media, dba First Due, 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 5. 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 May, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

CITY OF DUNCANVILLE TEXAS

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

RESOLUTION NO. 2025-459

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A SERVICE AGREEMENT WITH LOCALITY MEDIA, DBA FIRST DUE, FOR THE FIRE RECORDS MANAGEMENT SYSTEM IN EXPENDITURE AMOUNT NOT TO EXCEED $102,079.00 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, it is required by the state law to house and maintain fire department records including, but not limited to, incident response, equipment, training, personnel, etc.; and

WHEREAS, the City of Duncanville has obtained a quote from Locality Media, dba First Due for a fire records management system ; and

WHEREAS, Locality Media, dba First Due, is the sole source provider of their fire reporting management system; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize a service agreement with Locality Media, dba First Due for the fire records management system for an expenditure amount not to exceed $102,079.00.

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 service agreement with Locality Media, dba First Due for a fire records management system through a four year and six month contract term incorporated herein as Exhibit A with an estimated potential full contract term expenditure amount not to exceed $102,079.00. (FY25 - $13,900.00; FY26 - $19,000.00; FY27, $20,900.00; FY28 - $22,990.00; FY29 - $25,289.00)

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

SECTION 3. The City Council of the City of Duncanville has budgeted funds available in account 01077100-700233 for the fire records management system; and

SECTION 4. That Locality Media, dba First Due, 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 5. 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 May, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

CITY OF DUNCANVILLE TEXAS

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AMENDMENT TO THE SERVICE AGREEMENT WITH LOCALITY MEDIA, DBA FIRST DUE, FOR FIRE AND EMERGENCY MEDICAL SERVICES INCIDENT REPORTING – EPCR RECORDS MANAGEMENT SYSTEM IN AN FULL TERM EXPENDITURE AMOUNT NOT TO EXCEED $205,074.21; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is required by the state law to house and maintain emergency medical services incident reporting including emergency medical services response and electronic patient care reports (ePCR); and

WHEREAS, the City of Duncanville has obtained a quote from Locality Media, dba First Due adding the EMS incident reporting – ePCR system records management system; and

WHEREAS, Locality Media, dba First Due, is the sole source provider of their emergency medical incident reporting system - ePCR reporting management system; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize a service agreement with Locality Media, dba First Due for the fire records management system for an expenditure amount not to exceed $205,074.21.

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

SECTION 1: The City Council of the City of Duncanville, Texas, hereby authorizes an amendment to the services agreement with Locality Media, Inc dba First Due, for Fire and Emergency Medical Services Incident Reporting – ePCR records management system through a four year and six month term incorporated herein as Exhibit A with an estimated potential full contract term expenditure amount not to exceed $205,074.21. (FY25 $26,114.00 – already paid; FY26 - $29,895.50; FY27 - $45,034.81; FY28 - $49,538.29; FY29 - $54,492.11); and

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

SECTION 3: The City Council of the City of Duncanville has budgeted funds available in account 01077300-700450 for the emergency medical services incident reporting - ePCR records management system; and

SECTION 4: That Locality Media, dba First Due, 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 5: This Resolution shall become effective immediately upon its passage

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the __17th___ day of _March_, 2026.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - March 17, 2026

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, 2025.

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

Pillar:

STAFF RESPONSIBLE:
Richard Jackson
Don McBurnett, Councilmember

BACKGROUND/HISTORY:
Pattillo, Brown, & Hill, LLP, was contracted to perform an independent audit of the City's financial accounting. In addition to receiving the written report, the firm will provide a presentation on the audit and report at the March 17, 2026 meeting.

POLICY EXPLANATION:
Pattillo, Brown, & Hill, LLP provided their report to the Audit Committee on Thursday, March 6, 2025.

The attachments include:
1. Letter from the auditors
2. Annual Comprehensive Financial Report for year ended September 30, 2025
3. Single Audit Report
4. Representation letter from the City
5. Resolution requesting acknowledgement of receipt of the independent audit and ACFR for year ended September 30, 2025

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:
DRAFT Required Communication with Governance 2025, DRAFT Annual Comprehensive Financial Report 2025, DRAFT Single Audit Report 2025, Management Rep Letter_FY2025 Audit_signed, Resolution_Acknowledgement of 2025 ACFR

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, 2025, and have issued our report thereon dated March 5, 2026. 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 dated November 19, 2025, 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.

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 that are 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 Considered

We have identified the following significant risks during our audit process, which required special audit consideration. None of the risks below have resulted in a significant matter, finding, or issue.

Significant Risk Considered	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.
Compensated Absences	A new accounting standard (GASB Statement No. 101, *Compensated Absences*) created changes in the way compensated absences are reported. The reliance on client estimates creates added risk in assessing the liability.

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 Note I to the financial statements. During the year ended September 30, 2025, the City changed its method of accounting for employee leave time by implementing new accounting guidance, Government Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences*.

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.

- Management's estimate of the compensated absences amounts more likely than not to be used is based on historical usage patterns, current employee leave balances, and applicable policies. We evaluated the key data and assumptions underlying this estimate and found them to be reasonable in the context of the financial statements as a whole and the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures are particularly sensitive because of their nature and the degree of judgment involved in their preparation, as well as the potential for significant public or stakeholder interest. These disclosures are fundamental to users' understanding of the financial statements and related financial risks.

The more sensitive disclosures included in the financial statements relate primarily to:

- The net pension liability and related deferred outflows and inflows of resources

- The other postemployment benefits (OPEB) liability and related deferred outflows and inflows of resources

- Long-term debt obligations and related commitments.

Management has applied appropriate accounting policies in developing these disclosures, and we found the related disclosures to be reasonable in relation to the financial statements taken as a whole.

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 March 5, 2026.

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 that become effective in subsequent fiscal years.

GASB Statement No. 103, *Financial Reporting Model Improvements* – The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability and address certain application issues. The requirements for Statement No. 103 are effective for fiscal years beginning after June 15, 2025, and the impact has not yet been determined.

GASB Statement No. 104, *Disclosure of Certain Capital Assets* – The objective of this Statement is to provide users of government financial statements with essential information about certain types of capital assets. This Statement requires certain types of capital assets to be presented separately in the note disclosures, including right-to-use assets related to leases, Subscription-Based Information Technology Arrangements, and public-private or public-public partnerships. Other intangible assets are also required to be presented separately by major class. Additional disclosures have also been required for capital assets held for sale. This Statement will become effective for reporting periods beginning after June 15, 2025, and the impact has not yet been determined.

GASB Statement No. 105, *Subsequent Events* – The objective of this Statement is to improve the financial reporting requirements for subsequent events, thereby enhancing consistency in their application and better meeting the information needs of financial statement users. This statement will become effective for reporting periods beginning after June 15, 2026, and the impact has not yet been determined.

Restriction on Use

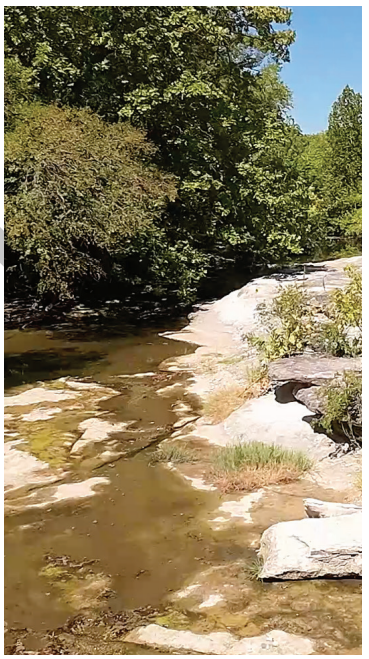
This report is intended solely for the information and use of the City Council and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

Waco, Texas
March 5, 2026

FISCAL YEAR ENDED SEPTEMBER 30,

2025

ANNUAL COMPREHENSIVE FINANCIAL REPORT



DRAFT

CITY OF DUNCANVILLE, TEXAS

DRAFT

ANNUAL COMPREHENSIVE FINANCIAL REPORT

OF THE

CITY OF DUNCANVILLE, TEXAS

FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025

DRAFT

Prepared by:
Financial Services Department

THIS PAGE LEFT BLANK INTENTIONALLY

DRAFT

CITY OF DUNCANVILLE, TEXAS

FOR THE YEAR ENDED SEPTEMBER 30, 2025

TABLE OF CONTENTS

	Page Number
INTRODUCTORY SECTION	
Letter of Transmittal	i – vi
GFOA Certificate of Achievement	vii
Organizational Chart	viii
City Officials	ix
FINANCIAL SECTION	
Independent Auditor's Report	1 – 3
Management Discussion and Analysis	4 – 10
Basic Financial Statements:	
Government-Wide Financial Statements:	
Statement of Net Position	11 - 12
Statement of Activities	13 - 14
Fund Financial Statements:	
Governmental Funds:	
Balance Sheet	15 - 16
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position	17
Statement of Revenues, Expenditures, and Changes in Fund Balances	18 - 19
Reconciliation of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds to the Statement of Activities	20
Proprietary Funds:	
Statement of Net Position	21 - 22
Statement of Revenues, Expenses, and Changes in Fund Net Position	23 - 24
Statement of Cash Flows	25 - 26
Notes to the Financial Statements	27 - 52

DRAFT

Required Supplementary Information:

Schedule of Revenues, Expenditures, and Changes in Fund Balance – General Fund – Budget and Actual 53

Notes to Required Supplementary Information 54

Schedule of Changes in Net Pension Liability and Related Ratios Texas Municipal Retirement System..... 55 - 56

Schedule of City Contributions - Texas Municipal Retirement System..... 57 - 58

Schedule of Changes in Total OPEB Liability and Related Ratios ..... 59 - 60

Combining and Individual Fund Statements and Schedules:

Combining Balance Sheet – Nonmajor Governmental Funds ..... 61 - 64

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Governmental Funds..... 65 - 68

Schedule of Revenues, Expenditures, and Changes in Fund Balance – Debt Service Fund – Budget and Actual..... 69

Schedule of Revenues, Expenditures, and Changes in Fund Balance – Hotel Occupancy Tax Fund – Budget and Actual 70

Schedule of Revenues, Expenditures, and Changes in Fund Balance – Drainage Fees Fund – Budget and Actual..... 71

Schedule of Detailed Revenues – Enterprise Funds - Budget and Actual 72

Schedule of Detailed Expenditures - Enterprise Funds - Budget and Actual ..... 73 - 74

Combining Statement of Net Position – Internal Service Funds 75

Combining Statement of Revenues, Expenses and Changes in Fund Net Position – Internal Service Funds 76

Combining Statement of Cash Flows – Internal Service Funds 77

Balance Sheet – Discretely Presented Component Unit 78

Reconciliation of the Discretely Presented Component Unit Balance Sheet to the Statement of Net Position 79

Statement of Revenues, Expenditures and Changes in Fund Balances – Discretely Presented Component Unit 80

Reconciliation of Revenues, Expenditures and Changes In Fund Balances of Discretely Presented Component Unit to the Statement of Activities 81

DRAFT

STATISTICAL SECTION

	Table	
Net Position, by Component	1	82 - 83
Change in Net Position	2	84 - 87
Fund Balances of Governmental Funds	3	88 - 89
Changes in Fund Balances, Governmental Funds	4	90 - 91
Assessed Value and Estimated Actual Value	5	92
Direct and Overlapping Property Tax Rates	6	93
Principal Property Taxpayers	7	94
Property Tax Levies and Collections	8	95
Ratios of Outstanding Debt by Type	9	96 – 97
Ratios of Net General Bonded Debt Outstanding	10	98
Direct and Overlapping Governmental Activities Debt	11	99
Computation of Legal Debt Margin	12	100
Demographic and Economic Statistics	13	101
Principal Employers	14	102
Full-Time Equivalent City Government Employees by Function/ Program	15	103 - 104
Operating Indicators by Function/ Program	16	105 - 106
Capital Asset Statistics by Function/ Program	17	107 - 108

DRAFT

THIS PAGE LEFT BLANK INTENTIONALLY

DRAFT

INTRODUCTORY SECTION

DRAFT

THIS PAGE LEFT BLANK INTENTIONALLY

DRAFT

Richard Abernethy
Interim City Manager

March 5, 2026

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, 2025.

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, 2025. 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.

DRAFT

CITY PROFILE

Location

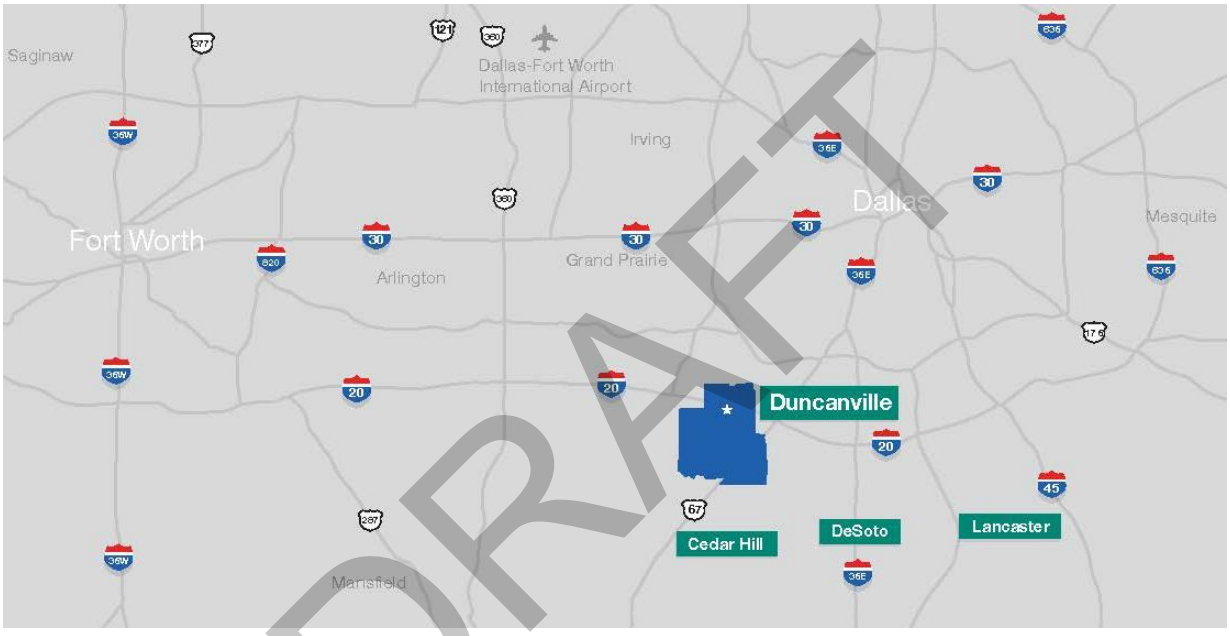
Located in the Best Southwest portion of Dallas County, the City of Duncanville is situated approximately 20 minutes from Fort Worth and just minutes from downtown Dallas. The City covers approximately 12 square miles and is easily accessible from major interstate and highway systems in North Texas, including I-35 (the NAFTA Corridor), I-20, and Highway 67. The 2025 estimated population for the City of Duncanville was 39,071 (Source: Texas Demographics).

The City of Duncanville 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 (6) 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 discretely presented 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.



DRAFT

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. 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. Monthly financial reports are available to all of the City's departmental and divisional management team. These reports show budget-to-actual expenditures by line item. Financial reports are presented to City Council on a quarterly basis.

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

- Duncanville's economy is closely tied to the broader Dallas–Fort Worth (DFW) metropolitan area, which remains one of the fastest-growing regions in the U.S., supported by diverse employment sectors and ongoing corporate investment.

- Although overall job growth slowed in 2025 compared with historical trend levels, the DFW area continued to expand employment in key sectors such as healthcare, professional services, construction, and leisure/hospitality.

- As of the 2025 Fortune 500 list, the Dallas–Fort Worth metroplex is home to 21 Fortune 500 companies and 44 Fortune 1000 companies ranked among the largest corporations in the United States by revenue. (Dallas Regional Chamber)

- Regional job growth moderated in 2025 compared to prior years but remained positive across key sectors including healthcare, professional services, construction, and leisure/hospitality.

- Wage growth in North Texas continued at a moderate pace, supporting consumer spending and stabilizing sales tax revenues.

- 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)

DRAFT

Duncanville's Position in the Region

The City's Comprehensive Plan (Duncanville 2040) provides a strategic framework for long-term growth, infrastructure investment, and economic development alignment. Strategic infrastructure investments and redevelopment initiatives under Duncanville 2040 may enhance long-term fiscal stability and economic competitiveness.

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.

The Economic Development Department actively supports existing businesses and recruits new ones, especially along key commercial corridors such as Main Street, Camp Wisdom Road, Cedar Ridge Drive, and along both Interstate Highway-20 and US-67. The City and the Duncanville Community and Economic Development Corporation (DCEDC) provide incentives and grant programs designed to diversify the local economy, create jobs, attract private investment, and expand the sales tax base.

The City is planning to implement a major project involving the installation of Advanced Metering Infrastructure (AMI) during Fiscal Year 2026. Our Public Works department also remains steadfast in their planning and bringing about of a strong water and sewer line rehabilitation/replacement program.

The Duncanville Arts Commission continues to build momentum with the establishment of the Duncanville Arts Fund in FY2025. This will assist in the Commission's leadership and efforts in the areas of programming, cultural initiative, and growth toward a more vibrant arts sector.

Future Economic Outlook

Duncanville continues to experience an increase in sales tax collections. In FY 2025, the City experienced an increase of 3% versus the prior year. The City expects a slight sales tax increase in the year ahead. The City expects to see modest increases in property values as the DFW metroplex continues to be an economy for attracting businesses.

Property valuations are expected to grow, albeit at a slower pace than recent peak years, contributing to a more stable but still expanding property tax base. Ongoing development efforts will help to support future increases in certified taxable values, which aids in long-term fiscal capacity.

The City will continue to place an emphasis on business attraction, retention, and incentives to support existing employers and recruit new ones, particularly in retail, services, and light industrial sectors. Economic Development department's efforts in the areas of small business support, revitalization of our downtown, and façade improvement programs, position the City to strengthen its commercial districts and encourage private investment.

DRAFT

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. A fleet replacement fund is utilized in an attempt to limit or eliminate any borrowing for new vehicles. A similar information technology replacement fund is also used to assist in the funding for computer and server replacements.

DRAFT

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 auditor's 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 (COA) 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 annual comprehensive financial report whose contents conform to program standards. The ACFR must satisfy both generally accepted accounting principles and applicable legal requirements.

We are pleased to report the City of Duncanville received the COA award for the year ended September 30, 2024, and 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,

Richard Abernethy
Interim City Manager

Richard Jackson
CFO/Managing Director of Fiscal Services

DRAFT

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

DRAFT

Presented to

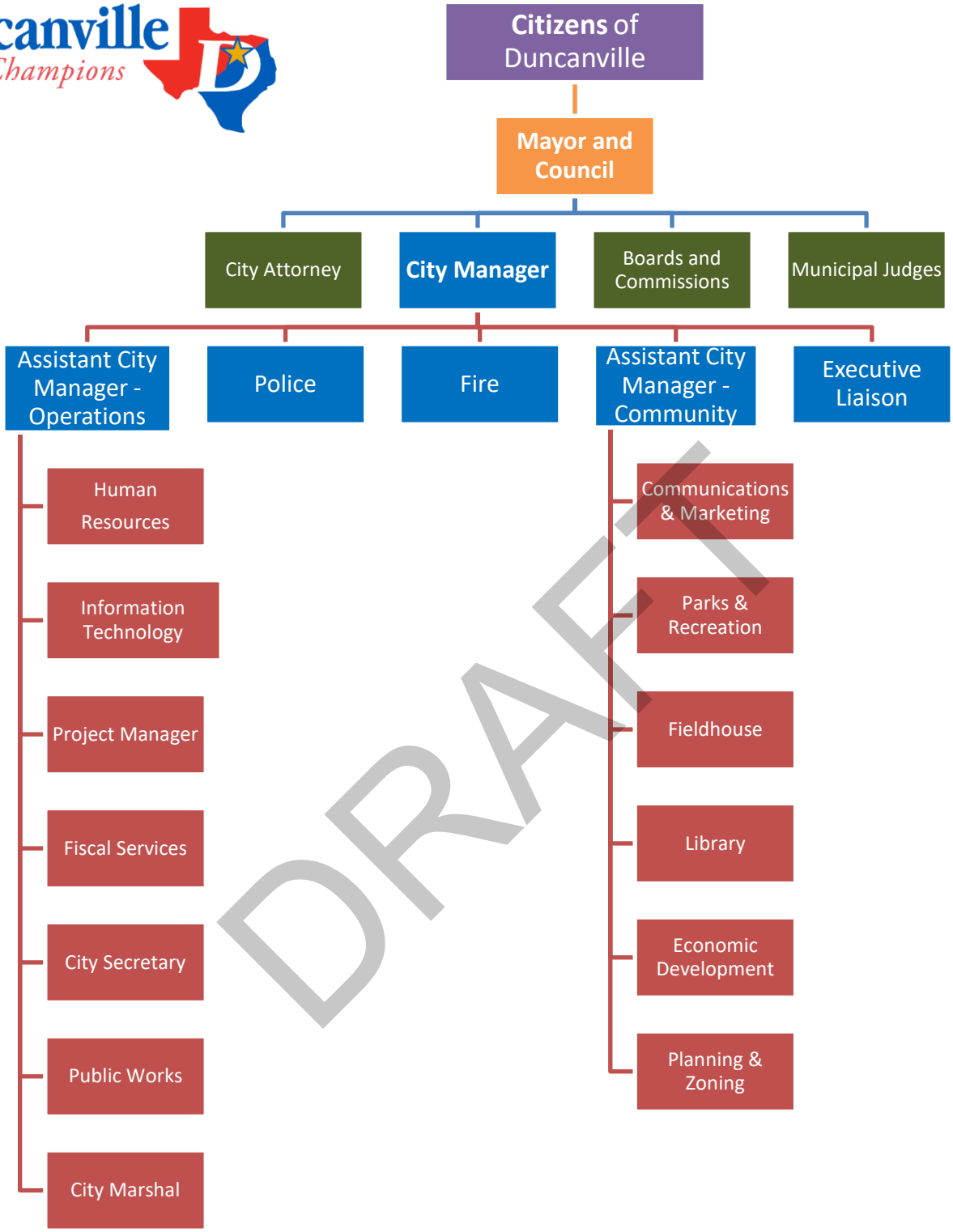
City of Duncanville
Texas

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2024

Christopher P. Morrill

Executive Director/CEO



DRAFT

Organization Chart

September 30, 2025

City of Duncanville

City Council

Greg Contreras, Mayor

Councilmembers:

Joe Veracruz, District 1

Don McBurnett, District 2

Jeremy Koontz, District 3 and Mayor Pro Tem

Karen Cherry-Brown, District 4

Kyle Pennebaker, District 5

DeMonica Gooden, Councilmember At-Large

DRAFT

THIS PAGE LEFT BLANK INTENTIONALLY

DRAFT

FINANCIAL SECTION

DRAFT

THIS PAGE LEFT BLANK INTENTIONALLY

DRAFT

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, 2025, 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, 2025, 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.

Emphasis of Matter

As discussed in Note I to the basic financial statements, during the year ended September 30, 2025, the City implemented Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences*. Our opinions are not modified with respect to this matter.

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.

DRAFT

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 schedule – General Fund, and pension and OPEB information as listed in the table of contents 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.

DRAFT

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 March 5, 2026, 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.

Waco, Texas
March 5, 2026

DRAFT

THIS PAGE LEFT BLANK INTENTIONALLY

DRAFT

MANAGEMENT'S DISCUSSION AND ANALYSIS

DRAFT

THIS PAGE LEFT BLANK INTENTIONALLY

DRAFT

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, 2025. 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 2025 fiscal year by $166,772,418 (net position). Of this amount, $39,428,485 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors.

- As of the close of fiscal year 2025, the City's governmental funds reported combined ending fund balances of $47,153,490, an increase of $817,746 from the prior year. Approximately 48% of this total amount is unassigned fund balance. Fund balances increased primarily due to increased property taxes offset by decreased grant revenue coupled with a reduction in capital expenditures.

- At the end of the current fiscal year, unassigned fund balance for the General Fund was $22,556,107 or 52% of total General Fund expenditures.

- The City's total capital assets net of accumulated depreciation increased by $570,594. The increase is due to the continued purchase and construction of capital assets, net of depreciation.

- The City's governmental and business-type activities outstanding bonded debt decreased $1,182,331 to a total outstanding amount of $17,578,352. The decrease is due to the City making scheduled debt payments which offset the issuance of leases.

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, the 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).

DRAFT

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 16 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. Data from the other governmental funds are combined into a single aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements in the *combining and individual fund statements and schedules* section of this report.

The City adopts an annual appropriated budget for its General, Debt Service, Hotel Motel Tax, and Drainage Fees funds.

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, the results of the current year 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.

DRAFT

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. A *Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual* is provided for the General Fund to demonstrate compliance with the budget. Information regarding the City's progress in funding its obligations to provide pension and OPEB benefits to its employees also is provided. Required supplementary information immediately follows the notes to the financial statements.

The combining and individual fund statements and schedules for nonmajor governmental funds, proprietary funds and fund financial statements for the City's discretely presented component unit are presented immediately following the required supplementary information on pages 61-81.

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, 2025, the City's assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $166,772,418.

The largest portion of the City's net position (71%) 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 (6%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position, $39,428,485 may be used to meet the City's ongoing obligations to citizens and creditors.

As of September 30, 2025, 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	
	2025	2024	2025	2024	2025	2024
Current and other assets	$ 57,861,811	$ 59,983,349	$ 23,727,618	$ 19,623,084	$ 81,589,429	$ 79,606,433
Long-term assets	72,668,351	72,789,987	54,587,935	53,895,705	127,256,286	126,685,692
Total assets	130,530,162	132,773,336	78,315,553	73,518,789	208,845,715	206,292,125
Deferred outflows of resources	3,791,643	5,448,150	413,353	600,305	4,204,996	6,048,455
Total outflows of resources	3,791,643	5,448,150	413,353	600,305	4,204,996	6,048,455
Current and other liabilities	3,541,544	5,834,908	2,717,996	2,628,191	6,259,540	8,463,099
Long-term liabilities	35,578,244	29,597,302	1,793,307	1,491,910	37,371,551	31,089,212
Total liabilities	39,119,788	35,432,210	4,511,303	4,120,101	43,631,091	39,552,311
Deferred inflows of resources	2,386,982	1,860,568	260,220	204,276	2,647,202	2,064,844
Total inflows of resources	2,386,982	1,860,568	260,220	204,276	2,647,202	2,064,844
Net position:						
Net investment in capital assets	63,425,626	63,591,343	54,563,571	53,329,603	117,989,197	116,920,946
Restricted	9,354,736	10,297,996	-	-	9,354,736	10,297,996
Unrestricted	20,034,673	27,039,369	19,393,812	16,465,114	39,428,485	43,504,483
Total net position	$ 92,815,035	$ 100,928,708	$ 73,957,383	$ 69,794,717	$ 166,772,418	$ 170,723,425

DRAFT

Governmental activities. Net position decreased by ($8,113,673) in fiscal year 2025 compared to an increase of $3,476,687 in fiscal year 2024. During the current year, there were increases in property taxes and sales taxes. 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 areas of public safety and public works, primarily as a result of rising personnel-related costs including the cost associated with increases to retirement benefits.

Business-type activities. Net position increased by $4,162,666 in the current year compared to an increase of $3,661,916 in fiscal year 2024. The increase in net position as compared to the 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 increased wastewater and payroll-related costs as the City works to continue offering competitive wages.

The following table provides a summary of the operations of governmental activities and business-type activities for the year ended September 30, 2025. Overall, the City had a decrease in net position of ($3,951,007). Overall revenues decreased and expenses increased over the prior year.

City of Duncanville's Changes in Net Position
Government-Wide

	Governmental Activities		Business-Type Activities		Total	
	2025	2024	2025	2024	2025	2024
Revenues:						
Program revenues:						
Charges for services	$ 4,129,430	$ 3,277,256	$ 29,040,691	$ 27,587,933	$ 33,170,121	$ 30,865,189
Operating grants & contributions	1,085,543	4,908,156	891,917	538,625	1,977,460	5,446,781
Capital grants & contributions	232,789	2,054,500	-	-	232,789	2,054,500
General revenues:						
Property taxes	24,244,267	22,377,809	-	-	24,244,267	22,377,809
Other local taxes	13,419,152	13,164,846	-	-	13,419,152	13,164,846
Investment earnings	3,210,424	3,780,969	358,233	425,515	3,568,657	4,206,484
Gain on sale of capital assets	589,090	555,101	145,666	194,117	734,756	749,218
Miscellaneous	536,375	-	-	-	536,375	-
Total revenues	47,447,070	50,118,637	30,436,507	28,746,190	77,883,577	78,864,827
Expenses:						
General government	7,817,632	7,223,541	-	-	7,817,632	7,223,541
Police	17,825,975	15,081,578	-	-	17,825,975	15,081,578
Fire	12,082,148	10,626,928	-	-	12,082,148	10,626,928
Public works	9,707,969	7,826,216	-	-	9,707,969	7,826,216
Finance	2,598,840	2,122,338	-	-	2,598,840	2,122,338
Neighborhood and planning	1,334,851	1,616,105	-	-	1,334,851	1,616,105
Parks and recreation	4,889,536	4,381,958	-	-	4,889,536	4,381,958
Interest on long-term debt	574,655	590,761	-	-	574,655	590,761
Water and sewer	-	-	18,304,389	15,958,204	18,304,389	15,958,204
Solid Waste	-	-	4,761,069	4,461,210	4,761,069	4,461,210
Sports facility	-	-	1,937,520	1,837,385	1,937,520	1,837,385
Total expenses	56,831,606	49,469,425	25,002,978	22,256,799	81,834,584	71,726,224
Revenues in Excess of Expenses	(9,384,536)	649,212	5,433,529	6,489,391	(3,951,007)	7,138,603
Transfers	1,270,863	2,827,475	(1,270,863)	(2,827,475)	-	-
Change in net position	(8,113,673)	3,476,687	4,162,666	3,661,916	(3,951,007)	7,138,603
Net position - beginning of year	100,928,708	97,452,021	69,794,717	66,132,801	170,723,425	163,584,822
Net position - end of year	$ 92,815,035	$ 100,928,708	$ 73,957,383	$ 69,794,717	$ 166,772,418	$ 170,723,425

DRAFT

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 fiscal year, the City's governmental funds reported combined ending fund balances of $47,153,490, an increase of $817,746 from the prior year. Approximately 48% of this total amount is available for spending at the City's discretion. A portion of the remaining fund balance in the amount of $22,830,048 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 $22,556,107, while the total fund balance was $24,323,442. 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 52% of the General Fund expenditures.

The final General Fund budget for fiscal year 2025 reflected a decrease of $1,870,557 in fund balance. The actual change in fund balance was an increase of $859,134. Contributing factors were the realization of revenues of $1,298,101 over the budgeted amounts and overall expenditures $626,531 under budgeted amounts. Key factors affecting fund balance are as follows:

- Total actual General Fund revenues of $41,136,310 increased from FY 2024 actuals by $2,175,012 and were greater than budgeted FY 2025 by $1,298,101. This was primarily caused by increases in investment income related to higher than expected yield.

- Total General Fund expenditures of $43,192,849 increased by $2,543,860 from FY 2024 actuals and were less than budgeted FY 2025 amounts by $621,531. The significant budget surplus resulted primarily from the budgeting of certain multi-year public works project costs in one year.

The actual revenues of $41,136,310 were more than the budgeted revenues by $1,298,101. Sales tax, franchise fees, licenses and permits, investment earnings and intergovernmental revenue exceeded the budgeted amount.

Original budget compared to final budget. During the year, amendments were made to increase the original estimated revenues in the General Fund in multiple categories. There was also an amendment to original budgeted appropriations for the capital outlay function for planned project costs.

Debt service fund balance increased by $7,666. 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 increased by $571,727 due to interest earnings on the cash balance in the fund. Fund balance will decrease in future years as these funds are spent down.

The American Rescue Plan Fund, ended with $480,194 in fund balance. 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 details 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 Utility - $19,487,191, Solid Waste - $1,360,424, and Fieldhouse Sports Facility - ($1,544,971). The net position for the Utility Fund increased $2,670,983; Solid Waste increased $80,763 and Fieldhouse Sports Facility increased $1,554,297. The overall change in net position for business-type activities was an increase of $4,306,043. Utility Fund revenues increased with a utility rate increase. Overall proprietary funds operating revenues of $29,186,357 reflected an increase of $1,404,307 or approximately 5% compared to the prior year. Proprietary funds operating expenses of $24,739,294 reflected an increase of $2,386,352 or approximately 11% from prior year. As discussed previously, the increase in expenses is primarily related to wastewater and personnel-related costs.

DRAFT

CAPITAL ASSETS AND DEBT ADMINISTRATION

CAPITAL ASSETS

At the end of fiscal year 2025, the City had $127.3 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 $0.6 million from the prior fiscal year.

	Governmental Activities		Business-Type Activities		Total	
	2025	2024	2025	2024	2025	2024
Land	$ 21,139,703	$ 21,139,703	$ 567,630	$ 567,630	$ 21,707,333	$ 21,707,333
Construction in progress	1,811,220	6,020,480	1,021,497	4,981,819	2,832,717	11,002,299
Buildings	22,606,223	22,541,737	17,665,329	17,367,829	40,271,552	39,909,566
Infrastructure	71,524,096	69,170,795	68,199,903	63,023,047	81,210,084	132,193,842
Improvements	13,010,181	9,764,955	1,519,645	1,519,645	73,043,741	11,284,600
Equipment and furniture	34,722,181	33,728,037	4,589,602	3,492,391	39,311,783	37,220,428
Right-to-use equipment	342,711	-	29,986	-	372,697	-
Water rights	-	-	4,802,361	4,802,361	4,802,361	4,802,361
Total capital assets	165,156,315	162,365,707	98,395,953	95,754,722	263,552,268	258,120,429
Less: accumulated depreciation	(92,487,964)	(89,575,720)	(43,808,018)	(41,859,017)	(136,295,982)	(131,434,737)
Government capital assets, net	$ 72,668,351	$ 72,789,987	$ 54,587,935	$ 53,895,705	$ 127,256,286	$ 126,685,692

Major capital asset events during the 2025 fiscal year include the following:

- Completion of water and wastewater projects totaling $4.3 million including Wheatland Road and various pipe bursting projects, and governmental capital projects of $5.2 million including the completion of Ten Mile Creek Erosion project and Armstrong Park and Splash Pad
- New vehicle and equipment includes the purchase of a tractor and 4 pickup trucks for the parks department totaling $453,000; 3 police cars for $217,000; 2 dump trucks for $220,000; and a generator for City Hall/Police station for $376,000
- Replacement of roof and HVAC units at the Fieldhouse totaling $1.4 million.

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	
	2025	2024	2025	2024	2025	2024
General obligation bonds	$ 16,445,000	$ 17,300,000	$ -	$ 530,000	$ 16,445,000	$ 17,830,000
Bond premium	830,534	892,437	-	38,246	830,534	930,683
Leases	278,454	-	24,364	-	302,818	-
	$ 17,553,988	$ 18,192,437	$ 24,364	$ 568,246	$ 17,578,352	$ 18,760,683

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 2025-2026 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 4.5% on the tax roll for 2025-2026 from the previous fiscal year.
- The second factor in determining ad valorem tax revenue is the tax rate set by the City Council. For the 2025-2026 fiscal year budget, the City tax rate decreased by $.014668 (-2.4%), reducing the tax rate to $0.600166 per $100 of assessed valuation.

DRAFT

- As of September 30, 2025, sales tax revenues realized a 3.9 % increase from the previous year actuals. During budget preparation to be conservative, the FY 2026 budget for sales tax remained flat per the FY2025 end of year projection and therefore an increase was not included. The forecast overall for sales tax in 2026 is 2.5%.

- 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 $5.7 million has been allocated for new 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. FY 2026 will include continuation of major projects, funded from previous years for Harrington Park Improvements and Cedar Ridge Road Reconstruction.

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 Fiscal Services 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

DRAFT

THIS PAGE LEFT BLANK INTENTIONALLY

DRAFT

BASIC
FINANCIAL STATEMENTS

DRAFT

CITY OF DUNCANVILLE, TEXAS

STATEMENT OF NET POSITION

SEPTEMBER 30, 2025

	Primary Government	
	Governmental Activities	Business-Type Activities
ASSETS		
Cash and investments	$ 49,899,579	$ 18,818,632
Receivables, net of allowance	6,934,334	3,787,659
Due from other governments	40,574	186,675
Internal balances	(91,168)	91,168
Prepaid items	12,625	465
Restricted cash and investments	-	843,019
Investment in joint ventures	1,065,867	-
Capital assets:		
Non-depreciable	22,950,923	1,589,127
Depreciable, net	49,717,428	52,998,808
Total capital assets	72,668,351	54,587,935
Total assets	130,530,162	78,315,553
DEFERRED OUTFLOWS OF RESOURCES		
Deferred amounts - pension related	3,350,452	365,254
Deferred amounts - OPEB related	441,191	48,099
Total deferred outflows of resources	3,791,643	413,353
LIABILITIES		
Accounts payable and accrued expenses	1,706,734	1,400,453
Accrued liabilities	1,296,192	257,398
Accrued interest payable	77,216	-
Unearned revenue	451,181	149,225
Customer deposits	10,221	910,920
Investment in joint ventures	-	-
Noncurrent liabilities:		
Due within one year:		
Long-term debt	956,472	5,820
Compensated absences	381,762	27,898
Total OPEB liability	39,571	4,314
Due in more than one year:		
Long-term debt	16,597,516	18,544
Compensated absences	5,071,985	370,655
Net pension liability	12,519,931	1,364,877
Total OPEB liability	11,007	1,199
Total liabilities	39,119,788	4,511,303
DEFERRED INFLOWS OF RESOURCES		
Deferred amounts - pension related	1,243,281	135,538
Deferred amounts - OPEB related	1,143,701	124,682
Total deferred inflows of resources	2,386,982	260,220
NET POSITION		
Net investment in capital assets	63,425,626	54,563,571
Restricted for:		
Debt service	547,369	-
Public safety	3,732,226	-
Economic development	5,024,841	-
Capital projects	50,300	-
Unrestricted	20,034,673	19,393,812
Total net position	$ 92,815,035	$ 73,957,383

The accompanying notes are an integral part of these financial statements.

DRAFT

Primary Government	Component Unit
Total	Duncanville Community and Economic Development Corporation
$ 68,718,211	$ 6,474,902
10,721,993	606,989
227,249	-
-	-
13,090	-
843,019	-
1,065,867	-
24,540,050	219,637
102,716,236	784,511
127,256,286	1,004,148
208,845,715	8,086,039
3,715,706	-
489,290	-
4,204,996	-
3,107,187	131,789
1,553,590	29,119
77,216	-
600,406	-
921,141	-
-	60,328
962,292	-
409,660	-
43,885	-
16,616,060	-
5,442,640	-
13,884,808	-
12,206	-
43,631,091	221,236
1,378,819	-
1,268,383	-
2,647,202	-
117,989,197	1,004,148
547,369	-
3,732,226	-
5,024,841	6,860,655
50,300	-
39,428,485	-
$ 166,772,418	$ 7,864,803

DRAFT

CITY OF DUNCANVILLE, TEXAS

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions
Primary government:			
Governmental activities:			
General government	$ 7,817,632	$ 126,811	$ 314,914
Police	17,825,975	479,139	394,787
Fire	12,082,148	1,468,052	-
Public works	9,707,969	1,863,672	375,842
Finance	2,598,840	-	-
Neighborhood and planning	1,334,851	-	-
Parks and recreation	4,889,536	191,756	-
Interest on long-term debt	574,655	-	-
Total governmental activities	56,831,606	4,129,430	1,085,543
Business-type activities:			
Utility	18,304,389	22,567,419	353,967
Solid waste	4,761,069	5,033,912	-
Fieldhouse sports facility	1,937,520	1,439,360	537,950
Total business-type activities	25,002,978	29,040,691	891,917
Total Primary Government	81,834,584	33,170,121	1,977,460
Component Units:			
Duncanville Community Economic Development Corporation	4,026,149	-	-
Total Component Units	$ 4,026,149	$ -	$ -
General Revenues:			
Taxes:			
Property taxes			
Franchise taxes			
Sales and mixed beverage taxes			
Hotel occupancy			
Unrestricted investment earnings			
Miscellaneous			
Gain on sale of capital assets			
Transfers			
Total general revenues and transfers			
Change in net position			
Net position - beginning			
Net position - ending			

DRAFT

The accompanying notes are an integral part of these financial statements.

Program Revenues	Net (Expense) Revenue and Changes in Net Position			
	Primary Government			Component Unit
Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total	Duncanville Community and Economic Development Corporation
$ -	$ (7,375,907)	$ -	$ (7,375,907)	$ -
-	(16,952,049)	-	(16,952,049)	-
-	(10,614,096)	-	(10,614,096)	-
232,789	(7,235,666)	-	(7,235,666)	-
-	(2,598,840)	-	(2,598,840)	-
-	(1,334,851)	-	(1,334,851)	-
-	(4,697,780)	-	(4,697,780)	-
-	(574,655)	-	(574,655)	-
232,789	(51,383,844)	-	(51,383,844)	-
-	-	4,616,997	4,616,997	-
-	-	272,843	272,843	-
-	-	39,790	39,790	-
-	-	4,929,630	4,929,630	-
232,789	(51,383,844)	4,929,630	(46,454,214)	-
-	-	-	-	(4,026,149)
$ -	-	-	-	(4,026,149)
	24,244,267	-	24,244,267	-
	1,860,182	-	1,860,182	-
	10,481,239	-	10,481,239	3,506,620
	1,077,731	-	1,077,731	-
	3,210,424	358,233	3,568,657	96,424
	589,090	145,666	734,756	64,511
	536,375	-	536,375	-
	1,270,863	(1,270,863)	-	-
	43,270,171	(766,964)	42,503,207	3,667,555
	(8,113,673)	4,162,666	(3,951,007)	(358,594)
	100,928,708	69,794,717	170,723,425	8,223,397
	$ 92,815,035	$ 73,957,383	$ 166,772,418	$ 7,864,803

DRAFT

CITY OF DUNCANVILLE, TEXAS

BALANCE SHEET - GOVERNMENTAL FUNDS

SEPTEMBER 30, 2025

	General	Debt Service	American Rescue Plan
ASSETS			
Cash and investments	$ 23,844,019	$ 593,943	$ 879,622
Receivables, net of allowance	6,634,935	30,642	-
Due from other governments	-	-	-
Prepaid items	12,625	-	-
Total assets	30,491,579	624,585	879,622
LIABILITIES			
Accounts payable	1,198,067	-	22,158
Accrued liabilities	1,287,100	-	-
Customer deposits	10,221	-	-
Unearned revenue	14,117	-	377,270
Total liabilities	2,509,505	-	399,428
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	3,658,632	29,430	-
Total deferred inflows of resources	3,658,632	29,430	-
FUND BALANCES			
Nonspendable for:			
Prepaid items	12,625	-	-
Restricted for:			
Debt service	-	595,155	-
Public safety	-	-	-
Economic development	-	-	480,194
Capital projects	-	-	-
Assigned for:			
One-time projects	1,754,710	-	-
Unassigned	22,556,107	-	-
Total fund balances	24,323,442	595,155	480,194
Total liabilities, deferred inflows of resources, and fund balances	$ 30,491,579	$ 624,585	$ 879,622

DRAFT

The accompanying notes are an integral part of these financial statements.

Bond Capital Projects	Total Nonmajor Governmental Funds	Total Governmental Funds
$ 8,388,101	$ 13,533,567	$ 47,239,252
-	256,757	6,922,334
-	40,574	40,574
-	-	12,625
8,388,101	13,830,898	54,214,785
10,110	327,103	1,557,438
-	9,092	1,296,192
-	-	10,221
-	59,794	451,181
10,110	395,989	3,315,032
-	58,201	3,746,263
-	58,201	3,746,263
-	-	12,625
-	-	595,155
-	3,732,226	3,732,226
-	4,536,746	5,016,940
8,377,991	5,107,736	13,485,727
-	-	1,754,710
-	-	22,556,107
8,377,991	13,376,708	47,153,490
$ 8,388,101	$ 13,830,898	$ 54,214,785

DRAFT

THIS PAGE LEFT BLANK INTENTIONALLY

DRAFT

CITY OF DUNCANVILLE, TEXAS

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION

SEPTEMBER 30, 2025

Total Fund Balances - Governmental Funds	$	47,153,490
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.		68,625,069
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 $91,168 due to business-type activities for these services.		6,475,145
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		(16,445,000)
Leases		(278,454)
Compensated absences		(5,453,747)
Accrued interest payable		(77,216)
Unamortized premium on bonds		(830,534)
Unavailable revenue in the governmental fund statements is recognized as revenue in the government-wide financial statements.		3,746,263
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		1,065,867
Net pension liability		(12,519,931)
Total OPEB liability		(50,578)
Deferred outflows of resources related to the net pension liability		3,350,452
Deferred inflows of resources related to the net pension liability		(1,243,281)
Deferred outflows of resources related to the total OPEB liability		441,191
Deferred inflows of resources related to the total OPEB liability		(1,143,701)
Net Position of Governmental Activities	$	92,815,035

DRAFT

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, 2025

	General	Debt Service	American Rescue Plan
REVENUES			
Property taxes	$ 22,770,484	$ 1,455,724	$ -
Sales and mixed beverage taxes	10,481,239	-	-
Franchise taxes	1,860,182	-	-
Hotel occupancy tax	-	-	-
Fines and forfeitures	300,510	-	-
Licenses, permits and fees	2,311,658	-	-
Intergovernmental	364,113	-	512,530
Investment earnings	2,283,503	38,048	118,460
Miscellaneous	764,621	-	-
Total revenues	41,136,310	1,493,772	630,990
EXPENDITURES			
Current:			
General government	5,366,423	-	-
Public safety:			
Police	12,625,551	-	279,739
Fire	9,210,699	-	-
Public works	8,023,552	-	-
Finance	2,076,402	-	-
Neighborhood and planning	952,342	-	-
Parks and recreation	4,000,762	-	-
Debt service:			
Principal	64,257	855,000	-
Interest and other	8,659	631,106	-
Capital outlay	864,202	-	232,789
Total expenditures	43,192,849	1,486,106	512,528
Excess (deficiency) of revenues over (under) expenditures	(2,056,539)	7,666	118,462
OTHER FINANCING SOURCES (USES)			
Issuance of leases	342,711	-	-
Insurance recoveries	141,513	-	-
Transfers in	2,897,934	-	-
Transfers out	(466,485)	-	-
Total other financing sources (uses)	2,915,673	-	-
NET CHANGE IN FUND BALANCES	859,134	7,666	118,462
FUND BALANCES - BEGINNING	23,464,308	587,489	361,732
FUND BALANCES - ENDING	$ 24,323,442	$ 595,155	$ 480,194

DRAFT

The accompanying notes are an integral part of these financial statements.

Bond Capital Projects	Total Nonmajor Governmental Funds	Total Governmental Funds
$ -	$ -	$ 24,226,208
-	-	10,481,239
-	-	1,860,182
-	1,077,731	1,077,731
-	354,131	654,641
-	1,376,487	3,688,145
-	152,265	1,028,908
660,559	109,854	3,210,424
-	56,734	821,355
660,559	3,127,202	47,048,833
-	712,396	6,078,819
-	408,403	13,313,693
-	806	9,211,505
-	218,108	8,241,660
-	750	2,077,152
-	-	952,342
-	75,504	4,076,266
-	-	919,257
-	-	639,765
88,832	1,082,492	2,268,315
88,832	2,498,459	47,778,774
571,727	628,743	(729,941)
-	-	342,711
-	-	141,513
-	481,891	3,379,825
-	(1,849,877)	(2,316,362)
-	(1,367,986)	1,547,687
571,727	(739,243)	817,746
7,806,264	14,115,951	46,335,744
$ 8,377,991	$ 13,376,708	$ 47,153,490

DRAFT

THIS PAGE LEFT BLANK INTENTIONALLY

DRAFT

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, 2025

Net Changes in Fund Balances - Governmental Funds	$	817,746
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		2,551,374
Depreciation expense		(3,327,662)
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, plus $143,377 representing the proportional contributions by business-type activities.		148,177
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		18,059
Unavailable emergency management revenues		(2,425)
Unavailable cell tower leases		(84,955)
Unavailable grant revenue		(32,608)
Unavailable paving assessments		(715)
Unavailable court fines and fees		(35,494)
Change in equity interest of joint venture		(4,514)
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		919,257
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		(8,189,642)
OPEB expense		705,232
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:		
Issuance of leases		(342,711)
(Increase) decrease in accrued interest		3,207
(Increase) decrease in compensated absences		(1,317,902)
Amortization of premium on bonds		61,903
Change in Net Position of Governmental Activities	$	(8,113,673)

DRAFT

The accompanying notes are an integral part of these financial statements.

CITY OF DUNCANVILLE, TEXAS

STATEMENT OF NET POSITION - PROPRIETARY FUNDS

SEPTEMBER 30, 2025

	Business-Type Activities - Enterprise Funds	
	Utility	Solid Waste
ASSETS		
Current assets:		
Cash and investments	$ 16,301,029	$ 1,194,544
Accounts receivable, net	3,002,818	695,909
Due from other governments	186,675	-
Prepaid items	465	-
Due from other funds	2,355,669	-
Total current assets	21,846,656	1,890,453
Noncurrent assets:		
Restricted cash and investments	843,019	-
Capital assets:		
Land	89,194	-
Construction in progress	1,021,497	-
Improvements	881,943	-
Buildings	10,779,859	-
Water and sewer systems	68,199,903	-
Drainage systems	4,802,361	-
Equipment and furniture	3,376,375	6,100
Right-to-use equipment	18,811	-
Less: accumulated depreciation	(39,836,763)	(5,977)
Total noncurrent assets	50,176,199	123
Total assets	72,022,855	1,890,576
DEFERRED OUTFLOWS OF RESOURCES		
Deferred outflows - pension related	275,334	36,042
Deferred outflows - OPEB related	36,257	4,747
Total deferred outflows of resources	311,591	40,789
LIABILITIES		
Current liabilities:		
Accounts payable	918,847	294,814
Accrued liabilities	167,398	59,053
Due to other funds	-	-
Customer deposits	843,019	-
Leases	3,651	-
Compensated absences	19,829	2,839
Unearned revenue	72,359	15,483
Total OPEB liability	3,252	426
Total current liabilities	2,028,355	372,615
Noncurrent liabilities:		
Leases	11,633	-
Compensated absences	263,445	37,725
Net pension liability	1,028,864	134,683
Total OPEB liability	904	118
Total noncurrent liabilities	1,304,846	172,526
Total liabilities	3,333,201	545,141
DEFERRED INFLOWS OF RESOURCES		
Deferred inflows - pension related	102,171	13,374
Deferred inflows - OPEB	93,987	12,303
Total deferred inflows of resources	196,158	25,677
NET POSITION		
Net investment in capital assets	49,317,896	123
Unrestricted	19,487,191	1,360,424
Total net position	$ 68,805,087	$ 1,360,547
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		

DRAFT

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
$ 1,323,059	$ 18,818,632	$ 2,660,327
88,932	3,787,659	12,000
-	186,675	-
-	465	-
-	2,355,669	-
1,411,991	25,149,100	2,672,327
-	843,019	-
478,436	567,630	-
-	1,021,497	-
637,702	1,519,645	-
6,885,470	17,665,329	-
-	68,199,903	-
-	4,802,361	-
1,207,127	4,589,602	14,619,828
11,175	29,986	-
(3,965,278)	(43,808,018)	(10,576,546)
5,254,632	55,430,954	4,043,282
6,666,623	80,580,054	6,715,609
53,878	365,254	-
7,095	48,099	-
60,973	413,353	-
186,792	1,400,453	149,296
30,947	257,398	-
2,355,669	2,355,669	-
67,901	910,920	-
2,169	5,820	-
5,230	27,898	-
61,383	149,225	-
636	4,314	-
2,710,727	5,111,697	149,296
6,911	18,544	-
69,485	370,655	-
201,330	1,364,877	-
177	1,199	-
277,903	1,755,275	-
2,988,630	6,866,972	149,296
19,993	135,538	-
18,392	124,682	-
38,385	260,220	-
5,245,552	54,563,571	4,043,282
(1,544,971)	19,302,644	2,523,031
$ 3,700,581	73,866,215	$ 6,566,313
	91,168	
	$ 73,957,383	

DRAFT

CITY OF DUNCANVILLE, TEXAS

STATEMENT OF REVENUES, EXPENSES AND CHANGES
IN FUND NET POSITION - PROPRIETARY FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Business-Type Activities - Enterprise Funds		
	Utility	Solid Waste	Fieldhouse Sports Facility
OPERATING REVENUES			
Charges for services	$ 22,567,419	$ 5,033,912	$ 1,439,360
Miscellaneous	62,682	-	82,984
Total operating revenues	22,630,101	5,033,912	1,522,344
OPERATING EXPENSES			
Water supply and wastewater treatment	13,966,021	-	-
Refuse collection	-	4,687,277	-
Administrative charges	1,888,285	-	-
Sports facility	-	-	1,655,859
Claims and provision	-	-	-
Equipment	512,905	65,846	-
Depreciation	1,655,936	26	307,139
Total operating expenses	18,023,147	4,753,149	1,962,998
Operating income (loss)	4,606,954	280,763	(440,654)
NON-OPERATING REVENUES (EXPENSES)			
Insurance recoveries	-	-	-
Gain (loss) on disposal of property	(151,833)	-	-
Intergovernmental	353,967	-	537,950
Investment income	358,233	-	-
Interest expense	(475)	-	32,001
Total non-operating revenues (expenses)	559,892	-	569,951
INCOME (LOSS) BEFORE TRANSFERS	5,166,846	280,763	129,297
Transfers in	-	-	1,425,000
Transfers out	(2,495,863)	(200,000)	-
CHANGE IN NET POSITION	2,670,983	80,763	1,554,297
NET POSITION - BEGINNING	66,134,104	1,279,784	2,146,284
NET POSITION - END OF YEAR	$ 68,805,087	$ 1,360,547	$ 3,700,581
Adjustment for the net effect of the current year activity between the internal service funds and the enterprise funds.			
Change in net position of business-type activities			

DRAFT

The accompanying notes are an integral part of these financial statements.

	Governmental Activities
Total	Internal Service Funds
$ 29,040,691	$ 1,589,310
145,666	-
29,186,357	1,589,310
13,966,021	-
4,687,277	-
1,888,285	371,050
1,655,859	-
-	772,175
578,751	-
1,963,101	1,043,547
24,739,294	2,186,772
4,447,063	(597,462)
-	39,752
(151,833)	355,110
891,917	-
358,233	-
31,526	-
1,129,843	394,862
5,576,906	(202,600)
1,425,000	207,400
(2,695,863)	-
4,306,043	4,800
69,560,172	6,561,513
73,866,215	$ 6,566,313
(143,377)	
$ 4,162,666	

DRAFT

CITY OF DUNCANVILLE, TEXAS

STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Business-Type Activities - Enterprise Funds	
	Utility	Solid Waste
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	$ 22,868,939	$ 5,047,656
Receipts from interfund charges for services	-	-
Payments to suppliers	(14,574,641)	(4,367,068)
Payments to employees	(1,212,464)	(312,443)
Net cash provided (used) by operating activities	7,081,834	368,145
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Cash paid to other funds	(3,601,532)	(200,000)
Cash received from other funds	-	-
Intergovernmental	353,967	-
Net cash provided (used) by noncapital financing activities	(3,247,565)	(200,000)
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES		
Acquisition and construction of capital assets	(1,241,846)	-
Issuance of long-term debt	18,811	-
Principal and interest on long-term debt	(4,002)	-
Disposal of capital assets	(151,833)	-
Net cash provided (used) by capital and related financing activities	(1,378,870)	-
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest received	358,233	-
Net cash provided by investing activities	358,233	-
Net (decrease) increase in cash and cash equivalents	2,813,632	168,145
Cash and cash equivalents, beginning of year:		
Cash and cash equivalents	7,532,131	648,453
Restricted cash and cash equivalents	7,115,695	-
Total cash and cash equivalents, beginning of year	14,647,826	648,453
Cash and cash equivalents, end of year:		
Cash and cash equivalents	16,301,029	1,194,544
Restricted cash and cash equivalents	843,019	-
Total cash and cash equivalents, end of year	$ 17,144,048	$ 1,194,544
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES		
Operating income (loss)	$ 4,606,954	$ 280,763
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation	1,655,936	26
Decrease (increase) in customer receivable	223,973	13,744
Decrease (increase) in due from other governments	(186,675)	-
Decrease (increase) in prepaid items	(465)	-
Decrease (increase) in net pension asset	509,994	67,538
Increase (decrease) in pension and OPEB related def. outflows	141,157	17,799
Increase (decrease) in accounts payable	91,425	(4,653)
Increase (decrease) in accrued liabilities	(126,889)	(45,703)
Increase (decrease) in customer deposits	14,865	-
Increase (decrease) in unearned revenue	-	-
Increase (decrease) in compensated absences	191,056	32,963
Increase (decrease) in total OPEB liability	(81,039)	-
Increase (decrease) in pension and OPEB related def. inflows	41,542	5,668
Net cash provided (used) by operating activities	$ 7,081,834	$ 368,145

DRAFT

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
$ 1,525,365	$ 29,441,960	$ -
-	-	1,618,798
(627,554)	(19,569,263)	(1,059,379)
(717,242)	(2,242,149)	-
180,569	7,630,548	559,419
-	(3,801,532)	-
2,530,669	2,530,669	207,400
537,950	891,917	-
3,068,619	(378,946)	207,400
(1,413,485)	(2,655,331)	(1,758,540)
11,175	29,986	-
(536,196)	(540,198)	-
-	(151,833)	455,203
(1,938,506)	(3,317,376)	(1,303,337)
-	358,233	-
-	358,233	-
1,310,682	4,292,459	(536,518)
2,540	8,183,124	3,849,220
-	7,115,695	-
2,540	15,298,819	3,849,220
1,323,059	18,818,632	2,660,327
-	843,019	-
$ 1,323,059	$ 19,661,651	$ 2,660,327
$ (440,654)	$ 4,447,063	$ (597,462)
307,139	1,963,101	1,043,547
(6,029)	231,688	29,488
-	(186,675)	-
-	(465)	647,079
101,825	679,357	-
25,852	184,808	-
142,866	229,638	(563,233)
(1,637)	(174,229)	
1,269	16,134	-
7,781	7,781	-
48,948	272,967	-
(15,525)	(96,564)	-
8,734	55,944	-
$ 180,569	$ 7,630,548	$ 559,419

DRAFT

THIS PAGE LEFT BLANK INTENTIONALLY

DRAFT

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 discretely 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.

DRAFT

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 of 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 16 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. 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.

DRAFT

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 operations 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 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 for capital projects in parks and recreation, streets and sidewalks, and municipal buildings improvements funded by bond proceeds.

DRAFT

The City reports the following major enterprise funds:

Utility Fund - This fund accounts for water services provided to 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 changes 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 is reported at the net asset value per share (which approximates fair value) even though it is calculated using the amortized cost method.

DRAFT

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 are 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, 2025, the City had a tax rate of $.614834 per $100, of which $.577487 was allocated for maintenance and operations, and $.037347 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 the uncollectible. Accounts receivable in excess of 90 days comprise the allowance for the uncollectible. The property tax receivable allowance is equal to 72 percent of outstanding property taxes as September 30, 2025.

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.

DRAFT

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.

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
Right-to-use assets	Agreement term

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, 2025, 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 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 hours per month	Maximum 240 hours balance
9 yrs of continuous employment	13.32 hours per month	Maximum 320 hours balance

DRAFT

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 days accumulation) upon retirement or termination.

The measurement of the liability for compensated absences is the amount of the leave balances more likely than not to be used based on historical data. 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.

Unearned Revenue

Unearned revenue is 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 revenue 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.

DRAFT

- 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 qualify 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 various lease agreements as lessor and lessee. 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 leases 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.

DRAFT

Lessee. The City is a lessee for a noncancellable lease of equipment. The City recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide financial statements and proprietary fund financial statements. At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life. Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

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 for 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.

DRAFT

- 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 legislation 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.

Change in Accounting Principle

During fiscal year 2025, the City adopted 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.

DRAFT

II. Detailed Notes on All Funds

A. Cash and Investments

As of September 30, 2025, 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, 2025, 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 list of investments held as of September 30, 2025:

	Recorded Value	Weighted Average Maturity (Days)
Primary Government		
Local Government Investment Pools:		
LOGIC	$ 3,402,948	52
Texpool	1,385,134	44
Total Primary Government Investment Pools	4,788,082	
Investment Securities:		
Certificates of Deposit	21,354,985	219
Money Market	28,573,766	1
Total Investment Securities	49,928,751	
Total Primary Government	$ 54,716,833	
Discretely Presented Component Unit		
Certificates of Deposit	$ 2,218,573	44
Total Discretely Presented Component Unit	$ 2,218,573	

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.

DRAFT

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, 2025, upon which the 2025 fiscal year levy was based, was $3,874,215,664.

Taxes are due on October 1, immediately following the January 1 lien date and are delinquent after the following January 31. Penalty and interest are 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.

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 receivable as of September 30, 2025, 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	$2,086,314	$ -	$ 220,504	$4,279,026	$ 973,410	$ 88,932	$ 12,000	$ 7,660,186	$ 606,989
Leases	2,218,720	-	-	-	-	-	-	2,218,720	-
Ad valorem taxes	1,258,372	107,645	-	-	-	-	-	1,366,017	-
Other taxes	2,448,356	-	86,478	-	-	-	-	2,534,834	-
Court fines	2,184,581	-	-	-	-	-	-	2,184,581	-
Gross receivables	10,196,343	107,645	306,982	4,279,026	973,410	88,932	12,000	15,964,338	606,989
Less: allowance for uncollectible accounts	(3,561,408)	(77,003)	(50,225)	(1,276,208)	(277,501)	-	-	(5,242,345)	-
Net receivables	$6,634,935	$ 30,642	$ 256,757	$3,002,818	$ 695,909	$ 88,932	$ 12,000	$ 10,721,993	$ 606,989

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.

DRAFT

A summary of the City's lease receivables as of September 30, 2025, is as follows:

Purpose of the Lease	Interest Rate	Amount of Initial Receivable	Current Year Interest	Amount Outstanding 09/30/25	Amount Receivable Within One Year
Cell towers	3.8 - 3.9%	$ 2,380,386	$ 86,961	$ 2,218,720	$ 93,515
Totals			$ 86,961	$ 2,218,720	$ 93,515

E. Deferred Inflows of Resources

As of September 30, 2025, 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	$ 333,050	$ 29,430	$ -	$ 362,480
Unavailable revenue - EMS	762,499	-	-	762,499
Unavailable revenue - court fines	344,363	-	-	344,363
Unavailable revenue - cell tower leases	2,218,720	-	-	2,218,720
Unavailable revenue - grants and other	-	-	7,901	7,901
Unavailable revenue - paving assessments	-	-	50,300	50,300
Totals	$ 3,658,632	$ 29,430	$ 58,201	$ 3,746,263

F. Capital Assets

Capital assets activity for the primary government for the fiscal year ended September 30, 2025, 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	6,020,480	958,573	(5,167,833)	1,811,220
Total capital assets not being depreciated	27,160,183	958,573	(5,167,833)	22,950,923
Capital assets being depreciated:				
Buildings	22,541,737	64,486	-	22,606,223
Infrastructure	69,170,795	2,353,301	-	71,524,096
Improvements	9,764,955	3,245,226	-	13,010,181
Equipment	33,728,037	2,513,450	(1,519,306)	34,722,181
Right-to-use equipment	-	342,711	-	342,711
Total assets being depreciated	135,205,524	8,519,174	(1,519,306)	142,205,392
Less accumulated depreciation for:				
Buildings	(7,508,397)	(460,227)	-	(7,968,624)
Infrastructure	(53,212,939)	(1,234,994)	-	(54,447,933)
Improvements	(4,324,566)	(300,886)	-	(4,625,452)
Equipment	(24,529,818)	(2,281,635)	1,458,965	(25,352,488)
Right-to-use equipment	-	(93,467)	-	(93,467)
Total accumulated depreciation	(89,575,720)	(4,371,209)	1,458,965	(92,487,964)
Total capital assets being depreciated, net	45,629,804	4,147,965	(60,341)	49,717,428
Governmental activities capital assets, net	$ 72,789,987	$ 5,106,538	$ (5,228,174)	$ 72,668,351

DRAFT

	Beginning Balance	Additions	Transfers/ Deletions	Ending Balance
Business-type activities:				
Capital assets, not being depreciated:				
Land	$ 567,630	$ -	$ -	$ 567,630
Construction in progress	4,981,819	366,320	(4,326,642)	1,021,497
Total capital assets, not being depreciated	5,549,449	366,320	(4,326,642)	1,589,127
Capital assets being depreciated:				
Buildings	17,367,829	297,500	-	17,665,329
Infrastructure	63,023,047	5,176,856	-	68,199,903
Water rights	4,802,361	-	-	4,802,361
Improvements	1,519,645	-	-	1,519,645
Equipment	3,492,391	1,111,311	(14,100)	4,589,602
Right-to-use equipment	-	29,986	-	29,986
Total assets being depreciated	90,205,273	6,615,653	(14,100)	96,806,826
Less accumulated depreciation for:				
Buildings	(7,608,642)	(524,868)	-	(8,133,510)
Infrastructure	(28,327,543)	(1,135,354)	-	(29,462,897)
Water rights	(2,689,319)	(96,047)	-	(2,785,366)
Improvements	(292,726)	(39,163)	-	(331,889)
Equipment	(2,940,787)	(159,491)	14,100	(3,086,178)
Right-to-use equipment	-	(8,178)	-	(8,178)
Total accumulated depreciation	(41,859,017)	(1,963,101)	14,100	(43,808,018)
Total capital assets being depreciated, net	48,346,256	4,652,552	-	52,998,808
Business-type activities capital assets, net	$ 53,895,705	$ 5,018,872	$ (4,326,642)	$ 54,587,935

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
Equipment	-	12,898	-	12,898
Total assets being depreciated	906,133	12,898	-	919,031
Less accumulated depreciation for:				
Buildings	(116,290)	(18,123)	-	(134,413)
Equipment	-	(107)	-	(107)
Total accumulated depreciation	(116,290)	(18,230)	-	(134,520)
Total capital assets being depreciated, net	789,843	(5,332)	-	784,511
Capital assets, net	$ 1,009,480	$ (5,332)	$ -	$ 1,004,148

DRAFT

Depreciation

Depreciation expense was charged to functions/programs of the City as follows:

	Depreciation Expense
Primary government	
Governmental activities:	
General government	$ 536,725
Police	1,021,363
Fire	663,728
Development services	593,846
Financial services	149,668
Municipal court	68,620
Parks and recreation	293,712
Total Governmental activities	3,327,662
Internal service activites:	
Fleet replacement	1,043,547
Total government and internal service activities	$ 4,371,209
Business-type activities:	
Water and sewer	1,559,889
Water rights amortization	96,047
Fieldhouse	307,139
Solid Waste	26
Total Business-type activities	1,963,101
Total primary government	$ 6,334,310

Construction commitments

The City has active construction projects as of September 30, 2025. At year end, the City's commitments with contractors were as follows:

Projects	Remaining Commitment
Governmental activities	
Nonmajor governmental funds	$ 3,050,124
Total Governmental Commitments	$ 3,050,124
Business-type activities	
Utility fund	$ 556,507
Total Business-type Commitments	$ 3,606,631

DRAFT

G. Long-term Liabilities

Changes in the City's long-term liability activity for the year ended September 30, 2025, are as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Amount Due Within One Year
Governmental activities:					
General obligation bonds	$ 17,300,000	$ -	$ (855,000)	$ 16,445,000	$ 890,000
Premium on bonds	892,437	-	(61,903)	830,534	-
Leases	-	342,711	(64,257)	278,454	66,472
Compensated absences	4,135,845	1,317,902	-	5,453,747	381,762
Total governmental activities	$ 22,328,282	$ 1,660,613	$ (981,160)	$ 23,007,735	$ 1,338,234
Business-type activities:					
General obligation bonds	$ 530,000	$ -	$ (530,000)	$ -	$ -
Premium on bonds	38,246	-	(38,246)	-	-
Leases	-	29,986	(5,622)	24,364	5,820
Compensated absences	125,586	272,967	-	398,553	27,898
Total business-type activities	$ 693,832	$ 302,953	$ (573,868)	$ 422,917	$ 33,718

The current year activity related to the compensated absences liability is presented as a net change.

General Obligation Bonds

General obligation bonds and certificates of obligation for Governmental Activities outstanding as of September 30, 2025, consist of the following individual issues:

General Obligation Bonds:	Interest Rate	Final Maturity Date	Outstanding 09/30/25
2019 General Obligation	3.0 - 5.0%	2/15/39	$ 16,445,000
Total general obligation bonds			$ 16,445,000

The annual debt service requirements to maturity on general obligation bonds as of September 30, 2025, are as follows:

	Governmental Activities	
Fiscal Year	Principal	Interest
2026	$ 890,000	$ 308,866
2027	935,000	286,616
2028	980,000	263,241
2029	1,030,000	238,741
2030	1,080,000	212,991
2031-2035	5,990,000	759,856
2036-2039	5,540,000	240,500
Total	$ 16,445,000	$ 2,310,811

Leases

In October 2024, the City entered into a 60-month lease for the use of copy machines. The City is required to make monthly fixed payments of $6,408, with an interest rate of 3.04%. Additionally, there are monthly other reasonably certain payments of $300. The equipment had estimated useful life was 44 months as of the contract commencement.

DRAFT

Principal and interest requirements to maturity on the lease as of September 30, 2025 are as follows:

Year Ending September 30,	Governmental Activities		Business-Type Activities		Total	
	Principal	Interest	Principal	Interest	Principal	Interest
2026	$ 66,472	$ 7,544	$ 5,820	$ 660	$ 72,292	$ 8,204
2027	68,522	5,494	5,999	481	74,521	5,975
2028	70,634	3,382	6,184	296	76,818	3,678
2029	72,826	1,205	6,361	105	79,187	1,310
Total	$ 278,454	$ 17,625	$ 24,364	$ 1,542	$ 302,818	$ 19,167

H. Interfund Balances and Transfers

Due to/from Other Funds

The composition of interfund balances outstanding as of September 30, 2025, is as follows:

Receivable Fund	Payable Fund	Amount	Purpose
Utility	Fieldhouse Sports Facility	$ 2,355,669	To correct negative cash balance

Interfund Transfers

The composition of interfund transfers for the year ended September 30, 2025, is as follows:

Transfer From	Transfer To	Amount	Purpose
General	Internal Service	$ 207,400	To fund capital projects
General	Nonmajor governmental	259,085	To fund capital projects
Nonmajor governmental	Nonmajor governmental	22,806	To fund capital projects
Solid Waste	Nonmajor governmental	200,000	To fund capital projects
Nonmajor governmental	General	402,071	To supplement administrative costs
Utility	General	2,495,863	To supplement administrative costs
Nonmajor governmental	Fieldhouse Sports Facility	1,425,000	To fund capital projects
Total		$ 5,012,225	

I. 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.

DRAFT

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 2025, 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 2025, 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:	50% Repeating
Annuity increase to retirees:	30% of CPI Non-retroactive
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

As of the December 31, 2024, valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	299
Inactive employees entitled to but not yet receiving benefits	287
Active employees	269
Total	855

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 10.04% and 15.08% in calendar years 2024 and 2025, respectively. The City's contributions to TMRS for pension benefits for the year ended September 30, 2025, were $3,283,240 and were equal to the required contributions.

DRAFT

Net Pension Liability

The City's net pension liability (NPL) was measured as of December 31, 2024, 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, 2024, 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 assumed to occur once a year on January 1 so that the pay used for the period year following the valuation is equal to the reported pay for the prior year. Salaries are assumed to increase on a graduated service-based scale.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS as of December 31, 2022. They were adopted in 2023 and first used in the December 31, 2023, 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 2025 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Global Equity	35%	7.1%
Core fixed income	6%	5.0%
Non-core fixed income	6%	6.8%
Private debt	13%	8.2%
Other Public and Private Markets	4%	7.3%
Real estate	12%	6.7%
Infrastructure	6%	6.0%
Hedge Funds	5%	6.4%
Private equity	13%	8.5%
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.

DRAFT

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 12/31/2023	$ 131,137,471	$ 124,208,123	$ 6,929,348
Changes for the year:			
Service cost	3,280,595	-	3,280,595
Interest	9,302,808	-	9,302,808
Change in benefits terms including substantively automatic status	9,636,115		9,636,115
Difference between expected and actual experience	1,358,442	-	1,358,442
Contributions - employer	-	2,274,666	(2,274,666)
Contributions - employee	-	1,585,923	(1,585,923)
Net investment income	-	12,846,617	(12,846,617)
Benefit payments, including refunds of employee contributions	(9,189,023)	(9,189,023)	-
Administrative expense	-	(82,770)	82,770
Other changes	-	(1,936)	1,936
Net changes	14,388,937	7,433,477	6,955,460
Balance at 12/31/2024	$ 145,526,408	$ 131,641,600	$ 13,884,808

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%) or 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)	$ 32,010,263	$ 13,884,808	$ (1,149,108)

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 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, 2025, the City recognized pension expense of $12,363,961.

DRAFT

As of September 30, 2025, 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	$ 953,552	$ 7,000
Changes in actuarial assumptions	-	280,849
Difference between projected and actual investment earnings	-	1,090,970
Contributions subsequent to the measurement date	2,762,154	-
Total	$ 3,715,706	$ 1,378,819

$2,762,154 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, 2026. 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,	
2026	$ 419,821
2027	2,046,983
2028	(1,999,556)
2029	(892,515)

J. 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 I, 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, 2025, were $43,885, 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	5
Inactive employees entitled to but not yet receiving benefits	0
Active employees	242
Total	247

DRAFT

Actuarial Assumptions

The City's Total OPEB Liability ("TOL") was measured as of December 31, 2024, 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	4.08%
Projected salary increases	3.60% to 11.85% including inflation

Changes in Total OPEB Liability

Changes in Total OPEB Liability	
Total OPEB Liability - Beginning	$ 1,137,750
Changes for the year:	
Service cost	91,528
Changes in benefit terms	(909,563)
Interest on total OPEB liability	43,791
Differences between expected and actual experience	(263,723)
Changes in assumptions or other inputs	193
Benefit payments	(43,885)
Net Changes in Total OPEB Liability	(1,081,659)
Total OPEB Liability - Ending	$ 56,091

Sensitivity Analysis

The following presents the total OPEB liability of the employer, calculated using the discount rate of 4.08%, 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 (3.08%) or 1 percentage point higher (5.08%) than the current rate.

1% Decrease in Discount Rate (3.08%)	Discount Rate (4.08%)	1% Increase in Discount Rate (5.08%)
$ 57,065	$ 56,091	$ 55,154

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
$ 54,407	$ 56,091	$ 57,842

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB Activity

For the year ended September 30, 2025, the City recognized OPEB expense of $756,123.

As of September 30, 2025, 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	$ 294,083	$ 1,058,053
Difference in assumption changes	175,210	210,330
Employer contributions subsequent to the measurement date	19,997	-
Totals	$ 489,290	$ 1,268,383

DRAFT

The $19,997 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, 2026. 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,	
2026	$ (4,753)
2027	(96,866)
2028	(221,547)
2029	(200,495)
2030	(142,778)
Therafter	(132,651)

K. 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 2025 was $0.5663 per 1,000 gallons plus an annual demand charge of $356,978 for each million gallons per day as established by the rate of flow controller setting (currently 9.5 million gallons at $3,391,291 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 $6,242,779 for 2025. The payments are reflected in the accompanying statement of revenues, expenses and changes in net position of the 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, the revenues of the Public Utility Fund are pledged to support payments due to 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 $13,437 this fiscal year.

DRAFT

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 2025 were $340,836.

City of Duncanville Development Agreement with SWH Duncanville, LLC

The City 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 agreed to rebate 5% of the hotel occupancy taxes generated by the facility up to $250,000. As of September 30, 2025, $250,000 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 the 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.

L. 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.

DRAFT

Changes in the funds' claims liability amount in fiscal years 2024 and 2025 were:

Fiscal Year	Beginning Balance	Current Year Claims and Changes in Estimates	Claims Payments	Ending Balance
2024	$ 87,950	$ 233,931	$ 208,707	$ 113,174
2025	113,174	302,862	274,933	141,103

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.

M. 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. 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, 2024, the most recent year for which information is available, was $461,063 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. 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, 2024, (the most recent year for which information is available) is $604,803. 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 DCEDC's share in Main Station as of September 30, 2025, is ($60,328). The financial statements can be obtained by contacting: Main Station, 111 E. Davis Street, Suite 101, Duncanville, Texas 75116.

DRAFT

N. 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, 2025, the City did not rebate any property or sales taxes.

O. 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. 103, *Financial Reporting Model Improvements* – The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This Statement also addresses certain application issues. This Statement will become effective for reporting periods beginning after June 15, 2025, and the impact has not yet been determined.

GASB Statement No. 104, *Disclosure of Certain Capital Assets* – The objective of this Statement is to provide users of government financial statements with essential information about certain types of capital assets. This Statement requires certain types of capital assets to be presented separately in the note disclosures, including right-to-use assets related to leases, Subscription-Based Information Technology Arrangements, and public-private or public-public partnerships. Other intangible assets are also required to be presented separately by major class. Additional disclosures have also been required for capital assets held for sale. This Statement will become effective for reporting periods beginning after June 15, 2025, and the impact has not yet been determined.

GASB Statement No. 105, *Subsequent Events* – The objective of this Statement is to improve the financial reporting requirements for subsequent events, thereby enhancing consistency in their application and better meeting the information needs of financial statement users. This Statement will become effective for fiscal years beginning after June 15, 2026, and the impact has not yet been determined.

DRAFT

REQUIRED
SUPPLEMENTARY INFORMATION

DRAFT

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GENERAL FUND
BUDGET AND ACTUAL

FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Property taxes	$ 22,939,008	$ 22,939,008	$ 22,770,484	$ (168,524)
Sales taxes	9,951,222	10,237,445	10,481,239	243,794
Franchise fees and other	1,785,000	1,785,000	1,860,182	75,182
Fines and forfeitures	803,500	303,500	300,510	(2,990)
Licenses, permits and fees	1,675,310	1,867,335	2,311,658	444,323
Intergovernmental	350,571	350,571	364,113	13,542
Investment earnings	1,500,000	1,500,000	2,283,503	783,503
Miscellaneous	855,350	855,350	764,621	(90,729)
Total revenues	39,859,961	39,838,209	41,136,310	1,298,101
EXPENDITURES				
Current:				
General government	5,328,077	5,484,020	5,366,423	117,597
Public safety:				
Police	12,575,130	12,470,730	12,625,551	(154,821)
Fire	8,754,899	9,205,964	9,210,699	(4,735)
Public works	8,355,824	8,686,015	8,023,552	662,463
Finance	2,114,695	2,159,345	2,076,402	82,943
Neighborhood and planning	990,729	1,060,729	952,342	108,387
Parks and recreation	3,853,409	4,292,091	4,000,762	291,329
Debt service:				
Principal	-	-	64,257	(64,257)
Interest and other	-	-	8,659	(8,659)
Capital outlay	169,100	460,486	864,202	(403,716)
Total expenditures	42,141,863	43,819,380	43,192,849	626,531
Excess (deficiency) of revenues over (under) expenditures	(2,281,902)	(3,981,171)	(2,056,539)	1,924,632
OTHER FINANCING SOURCES (USES)				
Issuance of leases	-	-	342,711	342,711
Insurance recoveries	75,000	75,000	141,513	66,513
Transfers in	2,562,099	2,502,099	2,897,934	395,835
Transfers out	(355,197)	(466,485)	(466,485)	-
Total other financing sources (uses)	2,281,902	2,110,614	2,915,673	805,059
NET CHANGE IN FUND BALANCE	-	(1,870,557)	859,134	2,729,691
FUND BALANCE - BEGINNING	23,464,308	23,464,308	23,464,308	-
FUND BALANCE - ENDING	$ 23,464,308	$ 21,593,751	$ 24,323,442	$ 2,729,691

DRAFT

CITY OF DUNCANVILLE, TEXAS

NOTES TO GENERAL FUND BUDGETARY SCHEDULE

FOR THE YEAR ENDED SEPTEMBER 30, 2025

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, 2025, actual expenditures did not exceed budgeted expenditures at the fund level for any of the City's funds.

DRAFT

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM

Measurement Date December 31,	**2024**	**2023**	**2022**	**2021**
Total pension liability				
Service cost	$ 3,280,595	$ 2,622,566	$ 2,461,550	$ 2,222,268
Interest on total pension liability	9,302,808	8,498,233	7,922,566	7,721,008
Changes of benefit terms	9,636,115	6,164,399	-	-
Difference between expected and actual experience	1,358,442	250,388	(532,027)	152,732
Change of assumptions	-	(957,591)	-	-
Benefit payments/refunds of contributions	(9,189,023)	(7,729,185)	(7,407,992)	(7,051,235)
Net change in total pension liability	14,388,937	8,848,810	2,444,097	3,044,773
Total pension liability, beginning	131,137,471	122,288,661	119,844,564	116,799,791
Total pension liability, ending (a)	$ 145,526,408	$ 131,137,471	$ 122,288,661	$ 119,844,564
Plan fiduciary net position				
Contributions - employer	$ 2,274,666	$ 1,341,382	$ 1,351,321	$ 1,304,415
Contributions - employee	1,585,923	1,512,706	1,418,177	1,282,430
Net investment income	12,846,617	13,352,809	(9,455,835)	15,475,840
Benefit payments/refunds of contributions	(9,189,023)	(7,729,185)	(7,407,992)	(7,051,235)
Administrative expenses	(82,770)	(85,276)	(82,050)	(71,752)
Other	(1,936)	(596)	97,910	491
Net change in fiduciary net position	7,433,477	8,391,840	(14,078,469)	10,940,189
Fiduciary net position, beginning	124,208,123	115,816,283	129,894,752	118,954,563
Fiduciary net position, ending (b)	$ 131,641,600	$ 124,208,123	$ 115,816,283	$ 129,894,752
Net pension liability = (a)-(b)	13,884,808	6,929,348	6,472,378	(10,050,188)
Fiduciary net position as a percentage of total pension liability	90%	95%	95%	108%
Covered payroll	$ 22,656,045	$ 21,514,081	$ 20,259,674	$ 18,320,426
Net Pension Liability as a percentage of covered payroll	61%	32%	32%	-55%

DRAFT

2020	2019	2018	2017	2016	2015
$ 2,186,257	$ 2,209,769	$ 2,144,947	$ 2,056,646	$ 1,968,819	$ 1,737,352
7,547,114	7,374,472	7,232,501	7,067,274	6,840,894	6,476,370
-	-	-	-	3,051,493	-
(129,746)	129,524	(364,794)	(82,975)	454,847	11,193
-	(42,112)	-	-	-	2,777,068
(7,039,592)	(7,173,166)	(6,702,143)	(6,572,445)	(5,336,944)	(5,347,455)
2,564,033	2,498,487	2,310,511	2,468,500	6,979,109	5,654,528
114,235,758	111,737,271	109,426,760	106,958,260	99,979,151	94,324,623
$ 116,799,791	$ 114,235,758	$ 111,737,271	$ 109,426,760	$ 106,958,260	$ 99,979,151
$ 1,369,983	$ 1,334,433	$ 1,333,573	$ 1,209,633	$ 531,144	$ 584,156
1,250,311	1,221,682	1,183,186	1,138,065	1,090,327	1,047,974
8,692,970	15,974,107	(3,323,175)	14,034,805	6,651,413	150,672
(7,039,592)	(7,173,166)	(6,702,143)	(6,572,445)	(5,336,944)	(5,347,455)
(56,357)	(90,391)	(64,291)	(72,773)	(75,151)	(91,784)
(2,199)	(2,715)	(3,359)	(3,688)	(4,047)	(4,535)
4,215,116	11,263,950	(7,576,209)	9,733,597	2,856,742	(3,660,972)
114,739,447	103,475,497	111,051,706	101,318,109	98,461,367	102,122,339
$ 118,954,563	$ 114,739,447	$ 103,475,497	$ 111,051,706	$ 101,318,109	$ 98,461,367
(2,154,772)	(503,689)	8,261,774	(1,624,946)	5,640,151	1,517,784
102%	100%	93%	101%	95%	98%
$ 17,861,579	$ 17,452,598	$ 16,902,658	$ 16,258,070	$ 15,576,098	$ 14,861,868
-12%	-3%	49%	-10%	36%	10%

DRAFT

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF CITY CONTRIBUTIONS
TEXAS MUNICIPAL RETIREMENT SYSTEM

Fiscal Year Ended September 30,	2025	2024	2023	2022
Actuarially determined contribution	$ 3,283,240	$ 2,070,274	$ 1,317,340	$ 1,366,398
Contributions in relation to the actuarially determined contribution	3,283,240	2,070,274	1,317,340	1,366,398
Contribution deficiency (excess)	-	-	-	-
Covered payroll	$ 23,033,466	$ 22,582,154	$ 20,930,275	$ 20,184,988
Contributions as a percentage of covered payroll	14.3%	9.2%	6.3%	6.8%

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	22 years
Asset valuation method	10 year smoothed fair value; 12% soft corridor
Inflation	2.5%
Salary increases	3.60% to 11.85% 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 2023 valuation pursuant to an experience study of the period 2022.
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence).

DRAFT

2021	2020	2019	2018	2017	2016
$ 1,354,322	$ 1,377,995	$ 1,336,121	$ 1,201,932	$ 784,260	$ 539,816
1,354,322	1,377,995	1,336,121	1,237,718	971,262	518,334
-	-	-	(35,786)	(187,002)	21,482
$ 18,651,462	$ 17,978,835	$ 17,316,010	$ 16,646,529	$ 16,076,166	$ 15,295,736
7.3%	7.7%	7.7%	7.4%	6.0%	3.4%

DRAFT

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY
AND RELATED RATIOS

Measurement Date December 31,	**2024**	**2023**	**2022**	**2021**
Total OPEB liability				
Service cost	$ 91,528	$ 77,393	$ 227,813	$ 174,812
Interest on total OPEB liability	43,791	44,126	48,835	54,480
Difference between expected and acutal experience	(263,723)	(11,932)	(683,877)	1,196
Changes of benefit term	(909,563)	-	(832,475)	-
Changes in assumptions	193	9,743	(161,415)	(198,959)
Benefit payments	(43,885)	(64,842)	(111,600)	(144,318)
Net change in total OPEB liability	(1,081,659)	54,488	(1,512,719)	(112,789)
Total OPEB liability, beginning	1,137,750	1,083,262	2,595,981	2,708,770
Total OPEB liability, ending (a)	$ 56,091	$ 1,137,750	$ 1,083,262	$ 2,595,981
Covered-employee payroll	$ 22,522,229	$ 21,895,394	$ 20,259,674	$ 18,165,704
Total OPEB liability as a percentage of covered-employee payroll	0.25%	5%	5%	14%

Note: GASB Statement No. 75 requires 10 years of data to be provided in this schedule. As of year end, 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.

DRAFT

2020	2019	2018
$ 265,048	$ 228,787	$ 154,311
140,757	175,478	104,255
(896,874)	49,296	1,426,385
(1,852,930)	-	-
171,781	176,692	187,140
(209,843)	(309,808)	(348,468)
(2,382,061)	320,445	1,523,623
5,090,831	4,770,386	3,246,763
$ 2,708,770	$ 5,090,831	$ 4,770,386
$ 18,320,426	$ 17,380,147	$ 16,409,275
15%	29%	29%

DRAFT

THIS PAGE LEFT BLANK INTENTIONALLY

DRAFT

COMBINING AND INDIVIDUAL FUND STATEMENTS AND SCHEDULES

DRAFT

THIS PAGE LEFT BLANK INTENTIONALLY

DRAFT

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.

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.

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.

Parks 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.

DRAFT

CITY OF DUNCANVILLE, TEXAS

COMBINING BALANCE SHEET - NONMAJOR GOVERNMENTAL FUNDS

SEPTEMBER 30, 2025

	Special Revenue Funds		
	Hotel Motel Tax	Drainage Fees	Grants
ASSETS			
Cash and investments	$ 3,429,126	$ 1,571,854	$ 250,806
Receivables, net of allowance	87,297	104,761	14,399
Due from other governments	-	-	40,574
Total assets	3,516,423	1,676,615	305,779
LIABILITIES			
Accounts payable	24,495	23,136	5,091
Accrued liabilities	5,111	3,043	930
Unearned revenue	-	-	49,950
Total liabilities	29,606	26,179	55,971
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	7,901	-	-
Total deferred inflows of resources	7,901	-	-
FUND BALANCES			
Restricted for:			
Public safety	-	-	-
Economic development	3,478,916	-	249,808
Capital projects	-	1,650,436	-
Total fund balances	3,478,916	1,650,436	249,808
Total liabilities, deferred inflows of resources, and fund balances	$ 3,516,423	$ 1,676,615	$ 305,779

DRAFT

Special Revenue Funds			
Court Technology	Court Security	Juvenile Case Manager	Asset Forfeiture
$ 60,373	$ 73,952	$ 3,174	$ 3,632,772
-	-	-	-
-	-	-	-
60,373	73,952	3,174	3,632,772
14,983	-	168	13,042
-	8	-	-
-	-	-	9,844
14,983	8	168	22,886
-	-	-	-
-	-	-	-
45,390	73,944	3,006	3,609,886
-	-	-	-
-	-	-	-
45,390	73,944	3,006	3,609,886
$ 60,373	$ 73,952	$ 3,174	$ 3,632,772

DRAFT

CITY OF DUNCANVILE, TEXAS

COMBINING BALANCE SHEET - NONMAJOR GOVERNMENTAL FUNDS

SEPTEMBER 30, 2025

	Special Revenue Funds	Capital Projects Funds	
	Tax Incremental Financing	Street Capital Improvements	Parks Capital Improvements
ASSETS			
Cash and investments	$ 808,022	$ 94,319	$ 3,118,020
Receivables, net of allowance	-	-	-
Due from other governments	-	-	-
Total assets	808,022	94,319	3,118,020
LIABILITIES			
Accounts payable	-	-	246,188
Accrued liabilities	-	-	-
Unearned revenue	-	-	-
Total liabilities	-	-	246,188
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	-	-	-
Total deferred inflows of resources	-	-	-
FUND BALANCES			
Restricted for:			
Public safety	-	-	-
Economic development	808,022	-	-
Capital projects	-	94,319	2,871,832
Total fund balances	808,022	94,319	2,871,832
Total liabilities, deferred inflows of resources, and fund balances	$ 808,022	$ 94,319	$ 3,118,020

DRAFT

Capital Projects Funds		Total Nonmajor Governmental Funds
Alley Capital Improvements	Paving Assessment	
$ 491,149	$ -	$ 13,533,567
-	50,300	256,757
-	-	40,574
491,149	50,300	13,830,898
-	-	327,103
-	-	9,092
-	-	59,794
-	-	395,989
-	50,300	58,201
-	50,300	58,201
-	-	3,732,226
-	-	4,536,746
491,149	-	5,107,736
491,149	-	13,376,708
$ 491,149	$ 50,300	$ 13,830,898

DRAFT

CITY OF DUNCANVILLE, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - NONMAJOR GOVERNMENTAL FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Special Revenue Funds		
	Hotel Motel Tax	Drainage Fees	Grants
REVENUES			
Hotel occupancy tax	$ 1,077,731	$ -	$ -
Fines and forfeitures	-	-	-
Licenses, permits and fees	-	1,364,783	2,214
Intergovernmental	-	-	152,265
Investment earnings	-	-	-
Miscellaneous	7,892	-	48,128
Total revenues	1,085,623	1,364,783	202,607
EXPENDITURES			
Current:			
General government	689,571	-	4,095
Public safety:			
Police	-	-	23,209
Fire	-	-	806
Development services	-	212,388	5,720
Parks and recreation	-	-	75,504
Financial services	-	-	-
Capital outlay	-	272,160	-
Total expenditures	689,571	484,548	109,334
Excess (deficiency) of revenue over (under) expenditures	396,052	880,235	93,273
OTHER FINANCING SOURCES (USES)			
Transfer in	-	-	-
Transfer out	(1,508,042)	-	(335,835)
Total other financing sources (uses)	(1,508,042)	-	(335,835)
NET CHANGE IN FUND BALANCES	(1,111,990)	880,235	(242,562)
FUND BALANCES - BEGINNING	4,590,906	770,201	492,370
FUND BALANCES - ENDING	$ 3,478,916	$ 1,650,436	$ 249,808

DRAFT

Special Revenue Funds				
Court Technology	Court Security	Juvenile Case Manager	Asset Forfeiture	
$ -	$ -	$ -	$ -	
4,740	10,768	-	338,623	
-	-	9,490	-	
-	-	-	-	
-	-	-	108,065	
-	-	-	-	
4,740	10,768	9,490	446,688	
14,800	3,796	-	-	
-	-	-	385,194	
-	-	-	-	
-	-	-	-	
-	-	-	-	
-	-	750	-	
-	-	72	25,699	
14,800	3,796	822	410,893	
(10,060)	6,972	8,668	35,795	
-	-	-	-	
-	-	(6,000)	-	
-	-	(6,000)	-	
(10,060)	6,972	2,668	35,795	
55,450	66,972	338	3,574,091	
$ 45,390	$ 73,944	$ 3,006	$ 3,609,886	

DRAFT

CITY OF DUNCANVILLE, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - NONMAJOR GOVERNMENTAL FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Special Revenue Funds	Capital Projects Funds	
	Tax Incremental Financing	Street Capital Improvements	Parks Capital Improvements
REVENUES			
Hotel occupancy tax	$ -	$ -	$ -
Fines and forfeitures	-	-	-
Licenses, permits and fees	-	-	-
Intergovernmental	-	-	-
Investment earnings	-	1,789	-
Miscellaneous	-	714	-
Total revenues	-	2,503	-
EXPENDITURES			
Current:			
General government	134	-	-
Public safety:			
Police	-	-	-
Fire	-	-	-
Development services	-	-	-
Parks and recreation	-	-	-
Financial services	-	-	-
Capital outlay	-	69,069	707,089
Total expenditures	134	69,069	707,089
Excess (deficiency) of revenue over (under) expenditures	(134)	(66,566)	(707,089)
OTHER FINANCING SOURCES (USES)			
Transfer in	159,085	100,000	22,806
Transfer out	-	-	-
Total other financing sources (uses)	159,085	100,000	22,806
NET CHANGE IN FUND BALANCES	158,951	33,434	(684,283)
FUND BALANCES - BEGINNING	649,071	60,885	3,556,115
FUND BALANCES - ENDING	$ 808,022	$ 94,319	$ 2,871,832

DRAFT

Capital Projects Funds		
Alley Capital Improvements	Paving Assessment	Total Nonmajor Governmental Funds
$ -	$ -	$ 1,077,731
-	-	354,131
-	-	1,376,487
-	-	152,265
-	-	109,854
-	-	56,734
-	-	3,127,202
-	-	712,396
-	-	408,403
-	-	806
-	-	218,108
-	-	75,504
-	-	750
8,403	-	1,082,492
8,403	-	2,498,459
(8,403)	-	628,743
200,000	-	481,891
-	-	(1,849,877)
200,000	-	(1,367,986)
191,597	-	(739,243)
299,552	-	14,115,951
$ 491,149	$ -	$ 13,376,708

DRAFT

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, 2025

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Property taxes	$ 1,500,556	$ 1,500,556	$ 1,455,724	$ (44,832)
Investment earnings	15,000	15,000	38,048	23,048
Total revenue	1,515,556	1,515,556	1,493,772	(21,784)
EXPENDITURES				
Debt service:				
Principal	855,000	855,000	855,000	-
Interest and other	631,056	631,056	631,106	(50)
Total expenditures	1,486,056	1,486,056	1,486,106	(50)
NET CHANGE IN FUND BALANCE	29,500	29,500	7,666	(21,834)
FUND BALANCE - BEGINNING	587,489	587,489	587,489	-
FUND BALANCE - ENDING	$ 616,989	$ 616,989	$ 595,155	$ (21,834)

DRAFT

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, 2025

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Hotel occupancy tax	$ 923,000	$ 923,000	$ 1,077,731	$ 154,731
Miscellaneous	-	-	7,892	7,892
Total revenues	923,000	923,000	1,085,623	162,623
EXPENDITURES				
Current:				
General government	2,182,697	817,697	689,571	128,126
Total expenditures	2,182,697	817,697	689,571	128,126
Excess (deficiency) of revenues over (under) expenditures	(1,259,697)	105,303	396,052	290,749
OTHER FINANCING SOURCES (USES)				
Transfers in	-	(138,450)	-	(138,450)
Transfers out	(461,726)	(1,781,726)	(1,508,042)	(273,684)
Total other financing sources (uses)	(461,726)	(1,781,726)	(1,508,042)	(273,684)
NET CHANGE IN FUND BALANCE	(1,721,423)	(1,676,423)	(1,111,990)	564,433
FUND BALANCE - BEGINNING	4,590,906	4,590,906	4,590,906	-
FUND BALANCE - ENDING	$ 2,869,483	$ 2,914,483	$ 3,478,916	$ 564,433

DRAFT

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, 2025

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Licenses and permits	$ 1,050,000	$ 1,325,000	$ 1,364,783	$ 39,783
Total revenues	1,050,000	1,325,000	1,364,783	39,783
EXPENDITURES				
Current:				
Development services	326,741	613,742	212,388	401,354
Capital outlay	745,000	666,229	272,160	394,069
Total expenditures	1,071,741	1,279,971	484,548	795,423
NET CHANGE IN FUND BALANCE	(21,741)	45,029	880,235	835,206
FUND BALANCE - BEGINNING	770,201	770,201	770,201	-
FUND BALANCE - ENDING	$ 748,460	$ 815,230	$ 1,650,436	$ 835,206

DRAFT

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF DETAILED REVENUES
ENTERPRISE FUNDS
BUDGET AND ACTUAL

FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
UTILITY FUND				
WATER				
Sale of water	$ 10,828,192	$ 10,828,192	$ 10,546,247	$ (281,945)
Water taps	10,000	10,000	11,475	1,475
Total water	10,838,192	10,838,192	10,557,722	(280,470)
SEWER				
Sewer charges	11,577,368	11,577,368	10,533,773	(1,043,595)
Sewer taps	4,500	4,500	600	(3,900)
Total sewer	11,581,868	11,581,868	10,534,373	(1,047,495)
PENALTIES	130,000	130,000	184,913	54,913
OTHER				
Service charges	120,000	120,000	47,474	(72,526)
City services reimbursement	37,777	37,777	50,384	12,607
Intergovernmental	600	600	353,967	353,367
Miscellaneous	34,000	1,270,567	1,255,235	(15,332)
Total other	192,377	1,428,944	1,707,060	278,116
INTEREST INCOME	105,100	105,100	358,233	253,133
Total revenues - Utility Fund	$ 22,847,537	$ 24,084,104	$ 23,342,301	$ (741,803)
SOLID WASTE FUND				
SOLID WASTE CHARGES	$ 4,828,913	$ 4,828,913	$ 5,033,912	$ 204,999
INTEREST INCOME	500	500	-	(500)
Total revenues - Solid Waste Fund	$ 4,829,413	$ 4,829,413	$ 5,033,912	$ 204,499
FIELDHOUSE SPORTS FACILITY				
SPORTS FACILITY	$ 2,140,650	$ 2,140,650	$ 2,060,294	$ (80,356)
Total revenues - sports facility fund	$ 2,140,650	$ 2,140,650	$ 2,060,294	$ (80,356)
Total revenues - enterprise funds	$ 29,817,600	$ 31,054,167	$ 30,436,507	$ (617,660)

DRAFT

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF DETAILED EXPENDITURES
ENTERPRISE FUNDS
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)

FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Salaries and Benefits	Supplies	Other Services
UTILITY FUND			
WATER/WASTEWATER SERVICES	$ 1,507,957	$ 642,997	$ 11,496,718
ADMINISTRATION AND FISCAL			
Utility administration	54,249	10,361	363
Utility accounting	1,485,295	98,933	636,634
Total utility fund expenditures	$ 3,047,501	$ 752,291	$ 12,133,715
SOLID WASTE FUND			
SOLID WASTE	$ 430,020	$ 12,243	$ 4,310,061
Total solid waste fund expenditures	$ 430,020	$ 12,243	$ 4,310,061
FIELDHOUSE SPORTS FACILITY			
SPORTS FACILITY	$ 832,564	$ 229,490	$ 1,947,022
INTEREST AND FISCAL CHARGES	-	-	(32,001)
Total sports facility fund expenditures	$ 832,564	$ 229,490	$ 1,915,021
Total enterprise fund expenditures	$ 4,310,085	$ 994,024	$ 18,358,797
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			

DRAFT

Equipment and Maintenance	Total	Original Budget	Final Budget	Variance With Final Budget Positive (Negative)
$ 1,810,255	$ 15,457,927	$ 18,319,820	$ 23,187,585	$ 7,729,658
-	64,973	240,562	120,562	55,589
-	2,220,862	1,188,293	1,188,293	(1,032,569)
$ 1,810,255	$ 17,743,762	$ 19,748,675	$ 24,496,440	$ 6,752,678
$ 799	$ 4,753,123	$ 4,607,583	$ 4,607,583	$ (145,540)
$ 799	$ 4,753,123	$ 4,607,583	$ 4,607,583	$ (145,540)
$ 46,950	$ 3,056,026	$ 1,498,197	$ 1,498,197	$ (1,557,829)
-	(32,001)	8,450	8,450	40,451
$ 46,950	$ 3,024,025	$ 1,506,647	$ 1,506,647	$ (1,517,378)
$ 1,858,004	$ 25,520,910	$ 25,862,905	$ 30,610,670	$ 5,089,760
	$ 25,520,910			
	(2,776,718)			
	1,963,101			
	32,001			
	$ 24,739,294			

DRAFT

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.

DRAFT

CITY OF DUNCANVILLE, TEXAS

COMBINING STATEMENT OF NET POSITION -
INTERNAL SERVICE FUNDS

SEPTEMBER 30, 2025

	Fleet Replacement	Info Tech Replacement	Comprehensive Self-Insurance	Total
ASSETS				
Current assets:				
Cash and cash equivalents	$ 1,870,720	$ 308,621	$ 480,986	$ 2,660,327
Receivables, net of allowance	-	-	12,000	12,000
Total current assets	1,870,720	308,621	492,986	2,672,327
Non-current assets:				
Equipment and furniture	14,619,828	-	-	14,619,828
Less: accumulated depreciation	(10,576,546)	-	-	(10,576,546)
Total non-current assets	4,043,282	-	-	4,043,282
Total assets	5,914,002	308,621	492,986	6,715,609
LIABILITIES				
Current liabilities:				
Accounts payable	-	-	149,296	149,296
Total liabilities	-	-	149,296	149,296
NET POSITION				
Net investment in capital assets	4,043,282	-	-	4,043,282
Unrestricted	1,870,720	308,621	343,690	2,523,031
Total net position	$ 5,914,002	$ 308,621	$ 343,690	$ 6,566,313

DRAFT

CITY OF DUNCANVILLE, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
FUND NET POSITION - INTERNAL SERVICE FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Fleet Replacement	Info Tech Replacement	Comprehensive Self-Insurance	Total
OPERATING REVENUES				
Charges for services	$ 1,026,814	$ -	$ 562,496	$ 1,589,310
Total operating revenues	1,026,814	-	562,496	1,589,310
OPERATING EXPENSES				
Claims and provision	-	-	772,175	772,175
Equipment	251,003	120,047	-	371,050
Depreciation	1,043,547	-	-	1,043,547
Total operating expenses	1,294,550	120,047	772,175	2,186,772
OPERATING INCOME	(267,736)	(120,047)	(209,679)	(597,462)
NON-OPERATING REVENUES (EXPENSES)				
Insurance receoveries	39,752	-	-	39,752
Gain on disposal of property	355,110	-	-	355,110
Total nonoperating revenues (expenses)	394,862	-	-	394,862
INCOME (LOSS) BEFORE TRANSFERS	127,126	(120,047)	(209,679)	(202,600)
Transfers in	83,000	124,400	-	207,400
CHANGE IN NET POSITION	210,126	4,353	(209,679)	4,800
TOTAL NET POSITION - BEGINNING	5,703,876	304,268	553,369	6,561,513
TOTAL NET POSITION - ENDING	$ 5,914,002	$ 308,621	$ 343,690	$ 6,566,313

DRAFT

CITY OF DUNCANVILLE, TEXAS

COMBINING STATEMENT OF CASH FLOWS -
INTERNAL SERVICE FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Fleet Replacement	Info Tech Replacement	Comprehensive Self-Insurance	Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from interfund charges for services	$ 1,044,302	$ -	$ 574,496	$ 1,618,798
Payments to suppliers and service providers	(166,196)	(132,161)	(761,022)	(1,059,379)
Net cash provided (used) by operating activities	878,106	(132,161)	(186,526)	559,419
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers from other funds	83,000	124,400	-	207,400
Net cash provided by noncapital financing activities	83,000	124,400	-	207,400
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES				
Acquisition and construction of capital assets	(1,758,540)	-	-	(1,758,540)
Disposal of capital assets	455,203	-	-	455,203
Net cash provided (used) by capital and related financing activities	(1,303,337)	-	-	(1,303,337)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(342,231)	(7,761)	(186,526)	(536,518)
CASH AND CASH EQUIVALENTS - BEGINNING	2,212,951	316,382	667,512	3,196,845
CASH AND CASH EQUIVALENTS - ENDING	1,870,720	308,621	480,986	2,660,327
Reconciliation of operating income (loss) to net cash provided (used for) operating activities:				
Operating income (loss)	(267,736)	(120,047)	(209,679)	(597,462)
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities:				
Depreciation	1,043,547	-	-	1,043,547
(Increase) decrease in accounts receivable	17,488	-	12,000	29,488
(Increase) decrease in prepaid items	647,079	-	-	647,079
Increase (decrease) in accounts payable	(562,272)	(12,114)	11,153	(563,233)
Total adjustments	1,145,842	(12,114)	23,153	1,156,881
Net cash provided (used) by operating activities	$ 878,106	$ (132,161)	$ (186,526)	$ 559,419

DRAFT

THIS PAGE LEFT BLANK INTENTIONALLY

DRAFT

DISCRETELY PRESENTED COMPONENT UNIT FUND FINANCIAL STATEMENTS

DRAFT

THIS PAGE LEFT BLANK INTENTIONALLY

DRAFT

CITY OF DUNCANVILLE, TEXAS

BALANCE SHEET - DISCRETELY PRESENTED COMPONENT UNIT

SEPTEMBER 30, 2025

	Duncanville Community and Economic Development Corporation
ASSETS	
Cash and investments	$ 6,474,902
Accounts receivable	606,989
Total assets	7,081,891
LIABILITIES	
Accounts payable	131,789
Accrued liabilities	29,119
Total liabilities	160,908
FUND BALANCES	
Restricted for:	
Economic development	6,920,983
Total fund balance	6,920,983
Total liabilities and fund balance	$ 7,081,891

DRAFT

CITY OF DUNCANVILLE, TEXAS

RECONCILIATION OF THE DISCRETELY PRESENTED COMPONENT UNIT
BALANCE SHEET TO THE STATEMENT OF NET POSITION

SEPTEMBER 30, 2025

	Duncanville Community and Economic Development Corporation
Total Fund Balance - Component Unit	$ 6,920,983
Amounts reported for the component unit in the statement of net position are different because:	
Capital assets 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
Equipment	12,898
Accumulated depreciation	(134,520)
The investment in joint venture is not a current financial resource and therefore is not reported in the fund financial statement.	(60,328)
Net Position of Component Unit	$ 7,864,803

DRAFT

CITY OF DUNCANVILLE, TEXAS

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
DISCRETELY PRESENTED COMPONENT UNIT

FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Duncanville Community and Economic Development Corporation
REVENUES	
Sales tax	$ 3,506,620
Investment earnings	96,424
Miscellaneous revenue	64,511
Total revenues	3,667,555
EXPENDITURES	
Current:	
Economic development	4,020,388
Total expenditures	4,020,388
Excess (deficiency) of revenues over (under) expenditures	(352,833)
FUND BALANCE - BEGINNING	7,273,816
FUND BALANCE - ENDING	$ 6,920,983

DRAFT

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, 2025

	Duncanville Community and Economic Development Corporation
Net Change in Fund Balances - Component Unit	$ (352,833)
Amounts reported for the component unit in the statement of activities are are different because:	
Capital asset additions are recorded as expenditures in the fund financial statements.	12,898
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.	(429)
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	(18,230)
Changes in Net Position of Component Unit	$ (358,594)

DRAFT

STATISTICAL SECTION

DRAFT

THIS PAGE LEFT BLANK INTENTIONALLY

DRAFT

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 City's overall financial health.

Contents **Pages**

Financial Trends 82 - 91

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 92 - 95

These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.

Debt Capacity 96 - 100

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 101 - 104

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 105 - 108

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.

DRAFT

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)

	Fiscal Year			
	2016	2017	2018	2019
Governmental activities:				
Net investment in capital assets	$ 59,937,098	$ 59,603,623	$ 57,250,105	$ 34,007,758
Restricted	2,766,937	3,619,861	4,478,493	28,118,603
Unrestricted	14,828,820	9,869,375	10,178,096	8,753,484
Total governmental activities net position	$ 77,532,855	$ 73,092,859	$ 71,906,694	$ 70,879,845
Business-type activities:				
Net investment in capital assets	$ 30,923,909	$ 35,548,641	$ 35,605,438	$ 37,354,472
Unrestricted	7,819,164	10,658,338	15,710,431	17,799,000
Total business-type activities net position	$ 38,743,073	$ 46,206,979	$ 51,315,869	$ 55,153,472
Primary government:				
Net investment in capital assets	$ 90,861,007	$ 95,152,264	$ 92,855,543	$ 71,362,230
Restricted	2,766,937	3,619,861	4,478,493	28,118,603
Unrestricted	22,647,984	20,527,713	25,888,527	26,552,484
Total primary government net position	$ 116,275,928	$ 119,299,838	$ 123,222,563	$ 126,033,317

DRAFT

Fiscal Year					
2020	2021	2022	2023	2024	2025
$ 54,987,476	$ 54,195,373	$ 54,493,709	$ 62,878,358	$ 63,591,343	$ 63,425,626
6,599,995	6,970,162	8,233,351	6,626,254	10,297,996	9,354,736
10,016,045	17,437,215	23,546,179	27,947,409	27,039,369	20,034,673
$ 71,603,516	$ 78,602,750	$ 86,273,239	$ 97,452,021	$ 100,928,708	$ 92,815,035
$ 42,172,911	$ 45,041,387	$ 46,768,084	$ 50,645,509	$ 53,329,603	$ 54,563,571
15,605,925	14,560,733	15,506,276	15,487,292	16,465,114	19,393,812
$ 57,778,836	$ 59,602,120	$ 62,274,360	$ 66,132,801	$ 69,794,717	$ 73,957,383
$ 97,160,388	$ 99,236,760	$ 101,261,793	$ 113,523,867	$ 116,920,946	$ 117,989,197
6,599,995	6,970,162	8,233,351	6,626,254	10,297,996	9,354,736
25,621,969	31,997,948	39,052,455	43,434,701	43,504,483	39,428,485
$ 129,382,352	$ 138,204,870	$ 148,547,599	$ 163,584,822	$ 170,723,425	$ 166,772,418

DRAFT

CITY OF DUNCANVILLE, TEXAS

CHANGES IN NET POSITION

LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year			
	2016	2017	2018	2019
Expenses				
Governmental activities:				
General government	$ 3,606,949	$ 4,102,626	$ 4,317,744	$ 4,238,401
Police	9,072,992	10,664,821	9,583,619	10,484,426
Fire	6,437,830	8,126,333	7,094,174	7,944,523
Finance	2,313,589	2,514,951	2,189,441	2,018,321
Parks and recreation	4,638,475	4,903,571	4,703,219	4,584,586
Public works	7,380,159	8,496,495	8,669,083	8,830,835
Neighborhood and planning	-	-	-	-
Economic development	300,000	300,000	300,000	300,000
Interest and other fees	42,189	35,472	28,529	793,999
Total governmental activities expenses	33,792,183	39,144,269	36,885,809	39,195,091
Business-type activities:				
Utility	10,755,649	11,741,825	12,005,563	12,591,492
Solid waste	2,488,966	2,633,707	2,682,991	2,827,739
Sports facility	1,662,127	1,578,544	1,626,129	1,724,366
Total business-type activities expenses	14,906,742	15,954,076	16,314,683	17,143,597
Total primary government expenses	$ 48,698,925	$ 55,098,345	$ 53,200,492	$ 56,338,688
Program Revenues				
Governmental activities:				
Charges for services:				
General government	$ 430,729	$ 359,955	$ 388,993	$ 371,518
Police	3,241,775	3,249,015	2,989,143	2,400,204
Fire	994,287	668,762	609,942	660,909
Parks and recreation	356,552	361,389	302,750	282,689
Public works	967,758	1,196,582	1,058,873	1,152,973
Operating grants and contributions	392,198	1,317,404	792,205	737,901
Capital grants and contributions	-	-	30,000	69,522
Total governmental activities program revenues	6,383,299	7,153,107	6,171,906	5,675,716
Business-type activities:				
Charges for services:				
Utility	15,935,339	18,364,372	18,992,181	18,245,870
Solid waste	2,778,684	2,768,875	3,174,451	3,199,130
Sports facility	1,002,465	1,099,703	1,245,091	1,343,370
Operating grants and contributions	631,171	2,874,738	538,650	536,550
Total business-type activities program revenues	20,347,659	25,107,688	23,950,373	23,324,920
Total primary government program revenues	$ 26,730,958	$ 32,260,795	$ 30,122,279	$ 29,000,636

DRAFT

Fiscal Year					
2020	2021	2022	2023	2024	2025
$ 3,784,617	$ 4,323,173	$ 3,622,947	$ 6,404,047	$ 7,223,541	$ 7,817,632
10,525,006	10,154,245	11,872,410	15,107,681	15,081,579	17,825,975
7,148,111	6,394,166	6,864,129	9,450,639	10,626,928	12,082,148
1,524,072	1,275,515	1,196,680	1,992,684	2,122,338	2,598,840
4,123,179	3,822,563	2,817,095	3,685,664	4,381,958	4,889,536
9,048,741	7,950,616	7,497,327	6,535,462	7,826,216	9,707,969
-	-	1,070,690	1,501,808	1,616,105	1,334,851
50,000	-	-	-	-	-
695,379	749,574	671,617	641,952	590,761	574,655
36,899,105	34,669,852	35,612,895	45,319,937	49,469,426	56,831,606
12,937,433	13,263,563	13,695,300	13,983,016	15,958,204	18,304,389
3,591,623	3,758,469	4,077,816	4,079,762	4,461,210	4,761,069
1,280,363	1,413,186	1,575,225	1,713,132	1,837,385	1,937,520
17,809,419	18,435,218	19,348,341	19,775,910	22,256,799	25,002,978
$ 54,708,524	$ 53,105,070	$ 54,961,236	$ 65,095,847	$ 71,726,225	$ 81,834,584
$ 260,285	$ 250,907	$ 249,823	$ 2,420,385	$ 113,685	$ 126,811
580,191	559,978	479,897	493,675	478,027	479,139
759,170	1,155,306	1,071,428	743,616	969,267	1,468,052
175,717	259,242	243,317	280,720	326,937	191,756
1,361,779	1,550,234	1,383,343	1,730,963	1,389,340	1,863,672
1,739,935	2,162,428	2,943,316	6,185,814	4,908,156	1,085,543
120,370	59,963	972,375	372,491	2,054,500	232,789
4,997,447	5,998,058	7,343,499	12,227,664	10,239,912	5,447,762
17,613,483	16,961,209	18,744,241	19,627,498	21,338,912	22,567,419
4,055,491	4,181,018	4,147,161	4,705,862	4,907,170	5,033,912
699,169	1,177,233	1,296,301	1,333,573	1,341,851	1,439,360
533,850	537,800	-	533,775	538,625	891,917
22,901,993	22,857,260	24,187,703	26,200,708	28,126,558	29,932,608
$ 27,899,440	$ 28,855,318	$ 31,531,202	$ 38,428,372	$ 38,366,470	$ 35,380,370

DRAFT

CITY OF DUNCANVILLE, TEXAS

CHANGES IN NET POSITION

LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year			
	2016	2017	2018	2019
Program Revenues				
Net (expense) revenue:				
Governmental activities	$ (27,408,884)	$ (31,991,162)	$ (30,713,903)	$ (33,519,375)
Business-type activities	5,440,917	9,153,612	7,635,690	6,181,323
Total primary government net (expense) revenue	$ (21,967,967)	$ (22,837,550)	$ (23,078,213)	$ (27,338,052)
General Revenues and Other Changes in Net Position				
Governmental activities:				
Taxes:				
Property	$ 13,852,373	$ 14,950,153	$ 15,950,016	$ 17,341,616
Sales	7,094,565	7,575,577	8,208,151	8,106,164
Franchise	2,035,117	1,992,154	2,046,553	1,949,561
Hotel occupancy	779,253	742,865	752,063	808,374
Unrestricted investment earnings	71,906	155,386	400,917	1,049,084
Miscellaneous	230,398	380,867	418,247	660,004
Gain on sale of capital assets	-	-	-	-
Transfers	2,370,066	1,754,164	2,597,840	2,577,723
Total governmental activities	26,433,678	27,551,166	30,373,787	32,492,526
Business-type activities:				
Interest and investment earnings	24,156	64,458	136,107	232,775
Miscellaneous	-	-	-	1,228
Transfers	(2,370,066)	(1,754,164)	(2,597,840)	(2,577,723)
Total business-type activities	(2,345,910)	(1,689,706)	(2,461,733)	(2,343,720)
Total primary government	24,087,768	25,861,460	27,912,054	30,148,806
Change in Net Position				
Governmental activities	(975,206)	(4,439,996)	(340,116)	(1,026,849)
Business-type activities	3,095,007	7,463,906	5,173,957	3,837,603
Total primary government	$ 2,119,801	$ 3,023,910	$ 4,833,841	$ 2,810,754

DRAFT

Fiscal Year					
2020	2021	2022	2023	2024	2025
$ (31,901,658)	$ (28,671,794)	$ (28,269,396)	$ (33,092,273)	$ (39,229,514)	$ (51,383,844)
5,092,574	4,422,042	4,839,362	6,424,798	5,869,759	4,929,630
$ (26,809,084)	$ (24,249,752)	$ (23,430,034)	$ (26,667,475)	$ (33,359,755)	$ (46,454,214)
$ 18,820,530	$ 20,733,113	$ 19,917,548	$ 21,758,099	$ 22,377,809	$ 24,244,267
7,810,935	8,939,100	9,762,501	9,962,571	10,101,931	10,481,239
1,779,687	1,798,295	1,857,149	1,967,160	1,842,081	1,860,182
667,185	848,912	843,213	1,286,661	1,220,834	1,077,731
849,876	303,622	264,430	3,203,298	3,780,970	3,210,424
64,596	415,466	2,235,287	634,603	555,101	589,090
-	-	-	-	-	536,375
2,632,520	2,632,520	626,435	2,980,033	2,827,475	1,270,863
32,625,329	35,671,028	35,506,563	41,792,425	42,706,201	43,270,171
165,310	33,762	16,543	268,328	425,515	358,233
-	-	-	145,348	194,117	145,666
(2,632,520)	(2,632,520)	(2,183,665)	(2,980,033)	(2,827,475)	(1,270,863)
(2,467,210)	(2,598,758)	(2,167,122)	(2,566,357)	(2,207,843)	(766,964)
30,158,119	33,072,270	33,339,441	39,226,068	40,498,358	42,503,207
723,671	6,999,234	7,237,167	8,700,152	3,476,687	(8,113,673)
2,625,364	1,823,284	2,672,240	3,858,441	3,661,916	4,162,666
$ 3,349,035	$ 8,822,518	$ 9,909,407	$ 12,558,593	$ 7,138,603	$ (3,951,007)

DRAFT

CITY OF DUNCANVILLE, TEXAS

FUND BALANCES OF GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year			
	2016	2017	2018	2019
General Fund				
Nonspendable	$ 17,693	$ 18,189	$ 38,937	$ 14,127
Assigned	762,361	1,505,544	2,151,559	2,924,454
Unassigned	7,672,447	8,447,281	9,035,392	9,816,022
Total General Fund	$ 8,452,501	$ 9,971,014	$ 11,225,888	$ 12,754,603
All Other Governmental Funds				
Nonspendable	$ 10,375	$ 10,000	$ 10,000	$ 25,000
Restricted:				
Debt service	55,632	741	-	1,380,494
Economic development	907,234	1,293,355	1,601,972	2,145,005
Public safety	1,069,436	1,469,559	1,509,177	1,509,908
Capital projects	1,004,565	856,206	1,367,344	23,113,530
Unassigned	(7,625)	-	(9,292)	-
Total all other governmental funds	$ 3,039,617	$ 3,629,861	$ 4,479,201	$ 28,173,937

DRAFT

Fiscal Year					
2020	2021	2022	2023	2024	2025
$ 2,479	$ 12,154	$ -	$ 25,157	$ 36,911	$ 12,625
2,410,923	2,684,904	3,007,977	2,367,868	923,144	1,754,710
11,712,217	15,256,108	16,963,772	20,421,920	22,504,253	22,556,107
$ 14,125,619	$ 17,953,166	$ 19,971,749	$ 22,814,945	$ 23,464,308	$ 24,323,442
$ 2,167	$ -	$ -	$ -	$ -	$ -
1,399,863	1,385,475	1,233,289	630,367	587,489	595,155
2,503,685	3,084,753	3,748,427	5,106,355	6,094,079	5,016,940
1,022,369	872,480	1,136,278	973,048	3,696,851	3,732,226
22,438,517	21,332,837	20,737,937	15,200,541	12,493,017	13,485,727
-	-	-	(278)	-	-
$ 27,366,601	$ 26,675,545	$ 26,855,931	$ 21,910,033	$ 22,871,436	$ 22,830,048

DRAFT

CITY OF DUNCANVILLE, TEXAS

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year			
	2016	2017	2018	2019
Revenues				
Taxes:				
Property	$ 13,855,551	$ 14,955,408	$ 15,945,254	$ 17,321,566
Sales	7,094,565	7,575,577	8,208,151	8,106,164
Franchise fees and other	2,035,117	1,992,154	2,046,553	1,949,561
Hotel	779,253	742,865	752,063	808,374
Licenses, permits and fees	4,328,804	4,241,962	4,018,615	3,344,032
Fines and forfeitures	786,919	899,601	658,169	927,697
Intergovernmental	343,306	1,088,303	701,493	586,596
Investment earnings	62,851	140,113	359,326	943,193
Miscellaneous	1,204,395	1,257,626	1,171,799	1,390,409
Total revenues	$ 30,490,761	$ 32,893,609	$ 33,861,423	$ 35,377,592
Expenditures				
Current:				
General government/ finance	$ 5,115,379	$ 5,326,751	$ 5,948,949	$ 5,448,719
Public safety:				
Police	8,284,538	8,793,884	9,243,825	9,418,926
Fire	5,815,818	6,398,771	6,682,207	6,950,805
Public works	5,533,241	6,185,787	6,972,155	6,837,409
Parks and recreation	3,879,442	3,871,097	4,023,086	3,731,638
Neighborhood and planning	-	-	-	-
Special purposes - promotional	412,331	300,000	331,388	333,376
Debt service:				
Principal	198,034	204,742	211,700	218,869
Interest and fiscal charges	42,194	35,486	28,529	380,237
Capital outlay	1,673,066	1,208,201	913,210	1,384,951
Total expenditures	30,954,043	32,324,719	34,355,049	34,704,930
Excess of revenues over (under) expenditures	(463,282)	568,890	(493,626)	672,662
Other Financing Sources (Uses)				
Issuance of leases	-	-	-	21,973,063
Insurance recoveries	-	-	-	-
Transfers in	3,880,497	4,078,393	4,417,079	2,860,724
Transfers out	(1,510,431)	(2,324,229)	(1,819,239)	(283,001)
Total other financing sources (uses)	2,370,066	1,754,164	2,597,840	24,550,786
Net change in fund balances	$ 1,906,784	$ 2,323,054	$ 2,104,214	$ 25,223,448
Total capital outlay capitalized per the government-wide statement of net position	$ 1,673,066	$ 1,208,201	$ 913,210	$ 1,384,951
Debt service as a percentage of noncapital expenditures	0.8%	0.8%	0.7%	1.8%

DRAFT

Fiscal Year					
2020	2021	2022	2023	2024	2025
$ 18,848,812	$ 20,689,375	$ 19,946,027	$ 21,793,824	$ 22,387,064	$ 24,226,208
7,810,935	8,939,100	9,762,501	9,962,571	10,101,931	10,481,239
1,779,687	1,798,295	1,857,149	1,967,160	1,842,081	1,860,182
667,185	848,912	843,213	1,286,661	1,220,834	1,077,731
2,297,123	2,406,832	2,520,343	2,238,696	2,356,364	3,688,145
491,802	501,262	551,227	903,337	3,753,807	654,641
1,523,914	2,010,349	2,726,592	5,104,316	3,778,297	1,028,908
814,887	278,709	245,814	3,203,298	3,780,970	3,210,424
1,030,931	1,004,467	1,067,601	915,323	882,038	821,355
$ 35,265,276	$ 38,477,301	$ 39,520,467	$ 47,375,186	$ 50,103,386	$ 47,048,833
$ 4,927,893	$ 5,489,870	$ 5,939,618	$ 7,674,596	$ 8,322,819	$ 8,155,971
9,933,774	10,987,553	11,725,741	12,509,927	12,388,796	13,313,693
6,776,637	6,738,421	7,273,901	7,825,934	8,865,379	9,211,505
7,436,570	6,879,343	6,458,988	5,881,230	6,971,333	8,241,660
3,434,571	3,643,975	2,828,954	3,287,174	3,877,087	4,076,266
-	-	1,070,690	1,257,825	1,352,816	952,342
50,648	-	-	-	-	-
566,288	953,978	755,000	795,000	825,000	919,257
1,155,082	770,382	727,256	688,506	655,757	639,765
3,052,655	2,508,808	3,231,288	12,477,729	7,966,108	2,268,315
37,334,118	37,972,330	40,011,436	52,397,921	51,225,095	47,778,774
(2,068,842)	504,971	(490,969)	(5,022,735)	(1,121,709)	(729,941)
-	-	-	-	-	342,711
-	-	-	-	-	141,513
3,204,360	3,121,098	10,140,631	4,467,734	3,088,328	3,379,825
(571,840)	(488,578)	(7,451,694)	(1,547,701)	(355,853)	(2,316,362)
2,632,520	2,632,520	2,688,937	2,920,033	2,732,475	1,547,687
$ 563,678	$ 3,137,491	$ 2,197,968	$ (2,102,702)	$ 1,610,766	$ 817,746
$ 3,052,655	$ 2,508,808	$ 3,231,288	$ 14,256,297	$ 7,963,784	$ 2,551,374
5.0%	4.5%	4.0%	3.9%	3.4%	3.4%

DRAFT

ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS
(UNAUDITED)

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)
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
2024	3,055,110,420	988,983,150	286,970,120	4,331,063,690	773,805,937	3,557,257,753	0.646
2025	3,398,216,770	1,063,862,340	317,254,040	4,779,333,150	905,117,486	3,874,215,664	0.615

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.

DRAFT

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)	Parkland Hospital	Dallas College
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
2024	0.605557	0.040477	0.646034	1.082800	0.215718	-	0.219500	0.110028
2025	0.577487	0.037347	0.614834	1.105700	0.215500	-	0.212000	0.105595

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

DRAFT

CITY OF DUNCANVILLE, TEXAS **TABLE 7**

PRINCIPAL PROPERTY TAXPAYERS
CURRENT YEAR AND NINE YEARS AGO
(UNAUDITED)

	2025			2016		
Taxpayer / Company Name	Taxable Assessed Value	Rank	Percent of Total Taxable Assessed Valuation (a)	Taxable Assessed Value	Rank	Percent of Total Taxable Assessed Valuation (a)
TMIF 800 Link LP (800 Link Dr. Apts - Formerly Wimberly Park LP; Exponential Ppty Groul I LLC)	$ 57,000,000	1	2.28%	$ 20,450,000	2	1.13%
Cabinetworks Group Michigan LLC (formally Masco)	38,339,849	2	1.53%	44,955,898	1	2.48%
TCH Duncanville Road LLC	33,950,000	3	1.36%			
C H Guenther & Son Inc. (Pioneer Frozen Foods)	31,298,700	4	1.25%	19,929,040	3	1.10%
VR Ruscello - Bella Ruscello	30,837,040	5	1.23%	16,400,750	5	0.90%
Automann Inc.	30,080,800	6	1.20%			
ATMOS Energy	25,672,230	7	1.03%			
WR Senior Living (Champions Cove)	25,000,000	8	1.00%	12,100,000	6	0.67%
1303 Main Gardens LP (formerly AGM Main Park LP; Apple Reit Limited PS)	24,750,000	9	0.99%	8,928,000	9	0.49%
Costco Wholesale Corp	23,318,330	10	0.93%	19,260,340	4	1.06%
Oncor Electric Delivery				9,405,380	8	0.52%
Apple Nine Spe Duncanville Inc				9,500,000	7	0.52%
Cole La Duncanville TX LLC (LA Fitness)				8,452,020	10	0.47%
Total	$ 320,246,949		12.79%	$ 169,381,428		9.34%

Note:
(a) Total Taxable Value as of Oct. 1 $3,874,215,664 $1,812,540,784

Source: Dallas Central Appraisal District

DRAFT

CITY OF DUNCANVILLE, TEXAS **TABLE 8**

PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS
(UNAUDITED)

	Collected within the Fiscal Year of the Levy					Total Collections to Date		
Fiscal Year Ended Sept. 30,	Original Taxes Levied for the Fiscal Year	Adjustment to Original Taxes Levied	Adjusted Taxes Levied for the Fiscal Year	Amount Collected	Percentage of Levy	Collections in Subsequent Years (1)	Amount	Percentage of Adjusted Levy
2016	$ 13,762,665	$ 26,975	$ 13,789,640	$ 13,606,997	98.7%	$ 134,241	$ 13,741,238	99.6%
2017	14,953,790	(84,080)	14,869,710	14,675,275	98.7%	154,152	14,829,427	99.7%
2018	15,767,037	60,007	15,827,044	15,637,061	98.8%	148,833	15,785,894	99.7%
2019	17,221,055	(41,528)	17,179,527	16,993,053	98.9%	133,934	17,126,987	99.7%
2020	18,632,220	116,955	18,749,174	18,483,867	98.6%	204,074	18,687,941	99.7%
2021	18,209,850	1,310,263	19,520,113	19,368,907	99.2%	86,446	19,455,353	99.7%
2022	19,653,479	206,415	19,859,894	19,676,298	99.1%	90,010	19,766,309	99.5%
2023	20,873,845	876,532	21,750,377	21,467,393	98.7%	133,821	21,601,214	99.3%
2024	22,996,925	463,270	23,460,195	23,071,234	98.3%	71,615	23,142,849	98.6%
2025	23,832,966	476,114	24,309,080	23,855,300	98.1%	-	23,855,300	98.1%

Note:

(1) Collections do not include penalty and interest on delinquent accounts.

Source: Dallas County Tax Assessor / Collector

DRAFT

CITY OF DUNCANVILLE, TEXAS

RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year Ended Sept. 30,	Governmental Activities			Business-type Activities	
	General Obligation Bonds (c)	Leases	Loan Payable	Leases	General Obligation Bonds (c)
2016	$ -	$ -	$ 1,155,342	$ -	$ 5,712,023
2017	-	-	950,586	-	4,930,301
2018	-	-	738,886	-	4,123,579
2019	21,936,952	-	520,006	-	3,301,856
2020	21,535,049	-	293,718	-	2,700,134
2021	20,753,147	-	59,750	-	2,188,412
2022	19,936,243	-	-	-	1,661,690
2023	19,079,340	-	-	-	1,124,968
2024	18,192,437	-	-	-	568,245
2025	17,275,534	278,454	-	24,364	-

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

DRAFT

Total Primary Government	Percentage of Personal Income (a)	Per Capita (b)
$ 6,867,365	0.71%	$ 175
5,880,887	0.56%	145
4,862,465	0.46%	120
25,758,814	2.46%	629
24,528,901	2.30%	602
23,001,309	2.24%	576
21,597,933	1.85%	535
20,204,308	1.77%	509
18,760,682	1.64%	472
17,578,352	1.11%	441

DRAFT

RATIOS OF GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year Ended Sept. 30,	General Obligation Bonds	Less: Amounts Restricted for Debt Service Principal	Total	Percentage of Actual Taxable Value of Property (1)	Per Capita (2)
2016	$ 5,712,023	$ 55,632	$ 5,656,391	0.31%	$ 144
2017	4,930,301	741	4,929,560	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	1,374,414	22,860,769	0.91%	561
2021	22,941,559	1,313,402	21,628,157	0.85%	541
2022	21,597,933	1,261,895	20,336,038	0.72%	504
2023	20,204,308	546,851	19,657,457	0.61%	495
2024	18,760,682	507,066	18,253,616	0.51%	459
2025	17,275,534	547,369	16,728,165	0.43%	419

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.

DRAFT

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
AS OF SEPTEMBER 30, 2025
(UNAUDITED)

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Overlapping Debt
Debt repaid with property taxes			
Duncanville Independent School District	$ 333,240,000	44.91%	$ 149,658,084
Dallas County	217,675,000	0.84%	1,828,470
Dallas College	318,675,000	0.84%	2,676,870
Dallas County Hospital District	543,495,000	0.84%	4,565,358
Cedar Hill Independent School District	76,530,360	0.21%	160,714
Dallas Independent School District	4,117,920,000	0.00%	-
Subtotal, overlapping debt			158,889,496
City direct debt			17,553,988
Total direct and overlapping debt			$ 176,443,484

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

DRAFT

LEGAL DEBT MARGIN INFORMATION
AS OF SEPTEMBER 30, 2025
(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, 2025 is $.614834 per $100 of assessed valuation with assessed valuation being 100% of market value.

Sources: City of Duncanville, Texas City Charter
State of Texas Constitution

DRAFT

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	
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%	(e)
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)
2024	39,727	1,140,919,713	28,719	61,350	13,372	*14,054	4.20%	(c)
2025	39,879	1,590,334,641	39,879	71,381	13,385	*13,869	6.10%	(d)

Sources:
(a) ESRI
(b) *Texas Education Agency website - includes Duncanville ISD, Advantage Academy and Village Tech Schools
(c) Information last updated May 2024. No change from figures reported in FY 2023
(d) 2025 info - census.gov 2023 5-year estimate data profile

DRAFT

THIS PAGE LEFT BLANK INTENTIONALLY

DRAFT

PRINCIPAL EMPLOYERS
CURRENT YEAR AND NINE YEARS AGO
(UNAUDITED)

	2025			2016		
Employer	Employees (2)	Rank	Percent of Total Employment (a)	Employees (2)	Rank	Percent of Total Employment (a)
Duncanville Independent School District	1,600	1	8.65%	1,720	1	8.81%
Cabinetworks (formerly Masco Cabinets)	706	2	3.82%	590	2	3.02%
City of Duncanville	335	3	1.81%	262	3	1.34%
Pioneer Frozen Foods	176	4	0.95%	185	5	0.95%
Automann Texas	157	5	0.85%			
Costco Wholesale	145	6	0.78%	180	6	0.92%
DeFords	130	7	0.70%	200	4	1.02%
Pappadeaux	125	8	0.68%	145	7	0.74%
W&B Service Company	100	9	0.54%			0.00%
Freedom Dodge Chrysler Jeep	75	10	0.41%	119	9	0.61%
Winco Foods				130	8	0.67%
La Mexicana Tortilla Factory				100	10	0.51%
Total	3,549		19.18%	3,631		18.59%

Note:
(a) Total City Employment (1) 18,500 19,529

Sources:
(1) ESRI BIS
(2) Duncanville Community Economic Development Corporation

DRAFT

CITY OF DUNCANVILLE, TEXAS

FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	2016	2017	2018	2019
By Functions				
General Government	36.13	37.00	37.32	37.14
Fire Services	54.33	54.30	54.25	55.00
Neighborhood & Code Services				
Police Services (Civil)	60.00	60.00	60.00	60.00
Police Services (Non-Civil)	19.07	18.70	18.91	18.74
Public Works	34.50	35.50	41.00	44.00
Library Services	12.00	11.70	11.97	11.35
Parks and Recreation	60.25	58.60	58.66	54.54
Community Services				
Water and Wastewater	23.50	23.50	23.00	22.00
Total Employees by Function	299.78	299.30	305.11	302.77
By Departments				
General Government	21.00	21.70	21.15	21.99
Finance	25.13	25.00	24.50	24.50
Neighborhood Services				
Parks and Recreation	60.25	58.60	59.48	54.54
Police (Civil)	60.00	60.00	60.00	60.00
Police (Non-Civil)	19.07	18.70	18.91	18.74
Public Works	34.50	31.50	41.00	43.00
Utilities	23.50	27.50	23.00	23.00
Fire (Civil)	51.00	51.00	51.00	51.00
Fire (Non Civil)	3.33	3.25	3.25	4.00
Economic Development	2.00	2.00	2.82	2.00
Total Employees by Department	299.78	299.25	305.11	302.77
By Fund				
General	231.55	230.70	239.35	240.58
Utility	33.50	33.50	33.00	32.00
Hotel/Motel	0.00	0.00	0.30	0.30
Economic Development	3.38	3.80	2.82	2.54
Grant	2.10	4.10	3.42	2.04
Camp Fund	1.38	0.60	0.00	0.00
Drainage	4.00	4.00	4.00	3.50
Solid Waste	4.00	4.00	4.00	5.00
Traffic Administration	1.00	1.00	1.00	0.00
Juvenile Case Manager	0.50	0.50	0.50	0.50
Fieldhouse	18.37	17.10	16.72	16.31
Total Employees by Fund	299.78	299.30	305.11	302.77

Source: City of Duncanville, Texas Annual Budgets

DRAFT

2020	2021	2022	2023	2024	2025
37.64	36.33	41.69	47.50	50.00	51.50
55.00	55.00	56.00	55.00	55.50	56.00
		14.00	15.00	15.00	15.00
60.00	60.00	62.00	63.00	63.00	63.00
18.00	13.79	14.80	15.00	15.70	17.00
43.00	43.00	39.21	41.70	41.10	41.00
12.00	11.65	11.43	13.00	12.60	2.00
53.92	47.05	40.72	44.30	45.80	47.00
23.00	23.00	22.50	20.00	20.00	20.00
302.56	289.82	302.35	314.50	318.70	312.50
23.64	23.80	27.88	32.00	33.10	24.00
24.00	22.00	22.00	24.00	24.00	24.00
		14.00	15.00	15.00	15.00
53.92	47.05	40.72	44.30	45.80	47.00
60.00	60.00	62.00	63.00	63.00	63.00
18.00	13.79	14.80	15.00	15.70	17.00
43.00	43.00	41.21	35.70	35.10	35.00
23.00	23.00	20.50	26.00	26.00	26.00
51.00	51.00	51.00	52.00	52.00	52.00
4.00	4.00	5.00	3.00	3.50	4.00
2.00	2.18	3.24	4.50	5.50	5.50
302.56	289.82	302.35	314.50	318.70	312.50
244.54	234.24	244.75	255.50	257.30	251.50
32.00	32.00	32.50	33.00	32.00	32.00
0.30	0.30	0.30	1.00	1.00	1.00
2.32	1.88	4.03	4.90	6.60	6.50
1.40	1.00	1.00	0.00	1.00	1.00
0.00	0.00	0.00	0.00	0.00	0.00
3.50	3.50	4.00	3.00	3.00	3.00
5.00	5.00	5.00	5.00	5.00	5.00
0.00	0.00	0.00	0.00	0.00	0.00
0.50	0.50	0.50	0.00	0.00	0.00
13.00	11.40	10.27	12.10	12.80	12.50
302.56	289.82	302.35	314.50	318.70	312.50

DRAFT

CITY OF DUNCANVILLE, TEXAS

OPERATING INDICATORS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Years	2016	2017	2018	2019
Function/Program				
General Government				
Building Permits Issued (a)	388	445	1,349	1,667
Police				
Criminal Arrests	1,964	1,465	1,173	1,281
Index Crimes per 1,000 Population	50	33	38	33
Fire				
Total Calls for Service (Fire & EMS)	5,904	6,671	6,688	6,887
Total Structural Inspections	1,200	1,153	1,008	977
Public Services				
Utility Cuts Repaired	320	320	191	164
Sidewalk Repaired (Square Feet)	7,500	3,740	8,320	33,297
Parks and Recreation				
Program Participation Hours	15,000	2,979	6,893	4,693
Number of Annual Passes Sold	1,000	2,477	1,926	686
Library				
Volumes in Collection	118,553	97,126	98,551	100,000
Total Volumes Borrowed	110,000	101,969	121,118	102,578
Water/Wastewater				
Water Main Breaks	31	32	17	27
Number of Gallons of Water Pumped (000s)	1,745,900	1,500,643	1,500,643	1,592,391
Average Daily Consumption (MGD)	6.25	4.41	4.00	4.36
Miles of Sewer Mains Cleaned	110.00	138.48	144.45	52.15

Source: City of Duncanville, Texas Annual Budgets in prior years.
(a) 2021 - Buildng Permits - Number included all permits issued, including, but not limited to,
NA - Information is not available.

DRAFT

2020	2021	2022	2023	2024	2025
2,083	4,299	3,641	3,011	NA	2,008
650	783	858	NA	1,190	165
27.8	27.2	32	NA	27	16
7,295	7,388	7,124	NA	7,191	7,512
811	690	572	NA	341	322
115	150	17	47	51	53
29,702	10,358	1,464	1,112	8,282	2,629
637	1,237	NA	3,099	1,919	1,566
1,338	1,120	NA	840	1,153	1,053
107,331	108,104	98,718	98,718	99,548	101,358
45,223	50,963	53,781	53,781	53,491	51,199
45	22	25	NA	35	61
1,613,147	1,692,569	1,870,000	NA	2,306,696	1,626,867
4.41	4.64	5.12	NA	6.3	4.46
1.39	60.89	316.32	NA	41.97	30.03

DRAFT

CITY OF DUNCANVILLE, TEXAS

CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	2016	2017	2018	2019
Function/Program				
Public Safety				
Emergency Vehicles (Police & Fire)	31	33	33	34
Public Works				
Streets - Paved (Miles)	156.05	156.05	156.05	156.05
Alleys - Paved (Miles)	36.81	36.81	36.09	36.09
Traffic Signals	36	36	36	36
Street Signs	1,966	1,966	1,966	1,966
Regulatory & Non-regulatory Signs	10,059	10,096	10,029	10,059
Non-Emergency Vehicles	89	112	103	107
Parks and Recreation				
Park Acres	244.0	244.0	244.0	244.0
Playgrounds	13	13	13	13
Total Athletic Facilities Maintained	55	55	55	55
Water/Wastewater				
Miles of Water Mains *	197.52	197.52	189.48	191.00
Fire Hydrants	1,428	1,365	1,363	1,363
Sanitary Sewer Lines (Miles)	154.95	154.95	154.95	154.95
Sanitary Sewer Laterals (Miles)	77.35	77.35	77.35	77.35

Source: City of Duncanville, Texas Annual Budgets
* Prior to 2021 database of Fixed Assets not updated to obtain accurate number.
** Classification of Emergency Vehicles changed to the total number of vehicles assigned to Police/Fire. Marked and Unmarked.

DRAFT

2020	2021	2022	2023	2024	2025
34	34	34	34	34	100
156.05	156.05	156.05	156.05	156.05	154.00
36.09	36.09	36.09	36.09	36.09	36
36	37	37	37	37	37
1,966	1,966	1,966	1,966	1,966	1,966
10,080	10,212	10,212	10,212	10,227	11,028
107	107	111	111	111	67
244.0	244.0	244.0	244.0	244.0	244.0
13	13	13	13	13	13
55	55	55	55	55	55
191.00	310.62	311.31	311.31	311.31	311.31
1,425	1,425	1,434	1,434	1,439	1,439
154.95	161.74	162.11	162.11	162.11	162.11
77.35	77.35	77.35	77.35	77.35	77.35

DRAFT

THIS PAGE LEFT BLANK INTENTIONALLY

DRAFT

CITY OF DUNCANVILLE, TEXAS

SINGLE AUDIT REPORT

FOR THE YEAR ENDED SEPTEMBER 30, 2025

DRAFT

DRAFT

CITY OF DUNCANVILLE, TEXAS

TABLE OF CONTENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Page Number
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*	1 – 2
Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance in Accordance with the *Uniform Guidance*	3 – 5
Schedule of Expenditures of Federal Awards	6
Notes to Schedule of Expenditure of Federal Awards	7
Schedule of Findings and Questioned Costs	8
Summary Schedule of Prior Audit Findings	9

DRAFT

THIS PAGE LEFT BLANK INTENTIONALLY

DRAFT

PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

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 *(Government Auditing Standards),* 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, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 5, 2026.

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. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

DRAFT

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Duncanville, Texas' 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 no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

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.

Waco, Texas
March 5, 2026

DRAFT

PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

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, 2025. 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, 2025.

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.

DRAFT

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 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.

DRAFT

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, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon, dated March 5, 2026, 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.

Waco, Texas
March 5, 2026

DRAFT

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2025

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:			
CDBG – Entitlement/Special Purpose Grants Cluster	14.218	N/A	$ 70,067
Total Dallas County, Texas			70,067
Total U.S. Department of Housing and Urban Development			70,067
U.S. Department of Justice			
Passed through the City of Dallas, Texas:			
Edward Byrne Memorial Justice Assistance Grant	16.738	N/A	9,665
Total City of Dallas, Texas			9,665
Passed through the State of Texas Governor's Office:			
Equitable Sharing Program	16.922	N/A	361,242
Total State of Texas Governor's Office			361,242
Total U.S. Department of Justice			370,907
U.S. Department of Treasury			
Passed through the Texas Department of Emergency Management:			
COVID-19 - Coronavirus State and Local Fiscal Recovery Fund	21.027	TX-4192	512,530
Total Texas Department of Emergency Management			512,530
Total U.S. Department of Treasury			512,530
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	96,721
Total Aging Cluster			96,721
Passed through the Texas Health and Human Services Commission:			
Texas Ambulance Supplement Payment Program (Medicaid Cluster)	93.778	N/A	15,919
Total Texas Health and Human Services Commission			15,919
Total U.S. Department of Health and Human Services			112,640
U.S. Department of Homeland Security			
Passed through the Texas Division of Emergency Management:			
Hazard Mitigation Grant Program	97.039	N/A	149,340
Total Texas Division of Emergency Management			149,340
Total U.S. Department of Homeland Security			149,340
Total Expenditures of Federal Awards			$ 1,215,484

DRAFT

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, 2025

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 a 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.

DRAFT

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED SEPTEMBER 30, 2025

Summary of Auditors' Results

Financial Statements:	
Type of auditors' report issued	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	None reported
Significant deficiency(ies) identified?	None reported
Noncompliance material to financial statements noted?	None
Federal Awards:	
Internal control over major programs:	
Material weakness(es) identified?	None reported
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 the *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 programs	$1,000,000
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

None

Findings and Questioned Costs for Federal Awards

None

DRAFT

CITY OF DUNCANVILLE, TEXAS

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

FOR THE YEAR ENDED SEPTEMBER 30, 2025

None

DRAFT

THIS PAGE LEFT BLANK INTENTIONALLY

DRAFT

Duncanville
City of Champions

March 5, 2026

Pattillo, Brown & Hill, L.L.P.
401 West State Highway 6
Waco, Texas 2562510

This representation letter is provided in connection with your audit of the financial statements of the City of Duncanville, Texas, (the "City"), as of September 30, 2025, and for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the basic financial statements present fairly, in all material respects, the financial position, results of operations, and cash flows, where applicable, of the various opinion units of the City 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, 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.

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 March 5, 2026:

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).
2. The financial statements referred to above have been fairly presented in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP) and include all properly classified funds, required supplementary information, and notes to the basic financial statements.
3. We acknowledge our responsibility for the design, implementation, and maintenance of the system 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.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
5. With respect to your assistance with preparing the financial statements, schedule of expenditures of federal awards, and related notes to the financial statements of the City 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 us, we have performed the following:

a. Made all management decisions and performed all management functions;
b. Assigned a competent individual to oversee the services;
c. Evaluated the adequacy of the services performed;
d. Evaluated and accepted responsibility for the result of the service performed; and
e. Established and maintained controls, including a process to monitor the system of internal control.

6. The methods, data, and significant assumptions used by us in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in the context of the applicable financial reporting framework.
7. All related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of accounting principles generally accepted for governments in the United States of America (U.S. GAAP).
8. All events subsequent to the date of the financial statements and for which accounting principles generally accepted for governments in the United States of America (U.S. GAAP) requires adjustment or disclosure have been adjusted or disclosed.
9. There were no uncorrected misstatements proposed by you during the current engagement.
10. 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, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989, FASB and AICPA Pronouncements*.
11. With regard to items reported at fair value:
    a. The underlying assumptions are reasonable, and they appropriately reflect management's intent and ability to carry out its stated courses of action.
    b. The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
    c. The disclosures related to fair values are complete, adequate, and in conformity with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).
    d. There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.
12. All component units, as well as joint ventures with an equity interest, are included and other joint ventures and related organizations are properly disclosed.
13. All funds and activities are properly classified.
14. All funds that meet the quantitative criteria in Government Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, and GASB Statement No. 37, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus*, 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.
15. All net position components and fund balance classifications have been properly reported.
16. 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.

17. 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.
18. All interfund and intra-entity transactions and balances have been properly classified and reported.
19. Special items and extraordinary items, if any, have been properly classified and reported.
20. Deposit and investment risks have been properly and fully disclosed.
21. Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
22. All required supplementary information is measured and presented within the prescribed guidelines.
23. Nonexchange and exchange financial guarantees, either written or oral, under which it is more likely than not that a liability exists, have been properly recorded, or if we are obligated in any manner, are disclosed.

Information Provided

24. We have provided you with:
    a. 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;
    b. Additional information that you have requested from us for the purpose of the audit; and
    c. Unrestricted access to persons within the City and others from whom you determined it necessary to obtain audit evidence.
    d. A written acknowledgement of all the documents that we expect to issue that will be included in the annual report and the planned timing and method of issuance of that annual report;
    e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
25. The financial statements and any other information included in the annual report are consistent with one another, and the other information does not contain any material misstatements.
26. All transactions have been recorded in the accounting records and are reflected in the financial statements.
27. 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.
28. We have provided to you our evaluation of the City's ability to continue as a going concern, including significant conditions and events present, and we believe that our use of the going concern basis of accounting is appropriate.
29. We have no knowledge of any fraud or suspected fraud that affects the City and involves:
    a. Management;
    b. Employees who have significant roles in internal control; or
    c. Others where the fraud could have a material effect on the financial statements.
30. 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.

31. 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 have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
32. 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.
33. 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.
34. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
35. We have disclosed to you the identity of all the City's related parties and the nature of all the related party relationships and transactions of which we are aware.
36. There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
37. The City has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
38. We have disclosed to you all guarantees, whether written or oral, under which the City is contingently liable.
39. 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.
40. There are no:
    a. 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.
    b. 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*.
    c. Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62.
41. The City 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.
42. 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.
43. 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.

44. We have reviewed and approved the various adjusting journal entries that were proposed by you for recording in our books and records and reflected in the financial statements.
45. We have provided you all minutes of the meetings of those charged with governance, or summaries of actions of recent meetings for which minutes have not yet been prepared.
46. We have not completed the process of evaluating the effect that will result from adopting the guidance in GASB Statements No. 101, 102, 103 and 104, as discussed in Note I. The City is therefore unable to disclose the effect that adopting the guidance in these statements will have on its financial position and the results of operations when such statements are adopted.
47. We have reviewed capital assets for impairment whenever events or changes in circumstances have indicated that the carrying amount of the assets might not be recoverable and have appropriately recorded the adjustment.
48. 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.
49. Regarding accounting estimates:
    a. The significant judgments made in making the accounting estimates have taken into account all relevant information of which we are aware.
    b. We have consistently and appropriately selected and applied methods, assumptions, and data when making accounting estimates.
    c. The assumptions we used in making and disclosing accounting estimates appropriately reflect our intent and ability to carry out specific courses of action on behalf of the Authority, when relevant to the accounting estimates and disclosures.
    d. The disclosures related to accounting estimates, including those disclosures describing estimation uncertainty, are complete and are reasonable in the context of the applicable financial reporting framework.
    e. We have obtained and applied appropriate specialized skills and expertise in making accounting estimates.
    f. We are not aware of any events subsequent to the date of the financial statements that require adjustment to our accounting estimates and related disclosures included in the financial statements.
50. With respect to the supplementary information accompanying the financial statements:
    a. We acknowledge our responsibility for the presentation of the supplementary information in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).
    b. We believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).
    c. The methods of measurement or presentation have not changed from those used in the prior period.
    d. When the supplementary information is not presented with the audited financial statements, management will make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the City of the supplementary information and the auditor's report thereon.
51. With respect to the required supplementary information accompanying the financial statements:

a. We acknowledge our responsibility for the presentation of the required supplementary information in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).
b. We believe the required supplementary information, including its form and content, is measured and fairly presented in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).
c. The methods of measurement or presentation have not changed from those used in the prior period.

Single Audit

52. With respect to federal awards, we represent the following to you:
a. 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)*.
b. We are responsible for the preparation and presentation of the schedule of expenditures of federal awards in accordance with the *Uniform Guidance*.
c. We believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the *Uniform Guidance*.
d. The methods of measurement or presentation have not changed from those used in the prior period.
e. 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.
f. We have identified and disclosed all of our government programs and related activities subject to the *Uniform Guidance* compliance audit.
g. 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*.
h. 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 City of the schedule of expenditures of federal awards and the auditor's report thereon.
i. 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.
j. We have provided to you our interpretations of any compliance requirements that are subject to varying interpretations.
k. 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.

l. We have received no requests from a federal agency to audit one or more specific programs as a major program.
m. 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 the period covered by the auditor's report.
n. 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.
o. 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.
p. 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).
q. 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.
r. We have properly classified amounts claimed or used for matching in accordance with related guidelines in the *Uniform Guidance*, as applicable.
s. We have charged costs to federal awards in accordance with applicable cost principles.
t. 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.
u. 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.
v. The reporting package does not contain personally identifiable information.
w. 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.
x. We have reviewed, approved, and taken responsibility for the financial statements and related notes and an acknowledgment of the auditor's role in the preparation of this information.
y. 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.
z. 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.

aa. 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.

bb. We are responsible for and have accurately completed the appropriate sections of the Data Collection Form.

Richard Abernethy, Interim City Manager

Richard Jackson, Managing Director of Fiscal Services

RESOLUTION NO. _____

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, 2025 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 (ACFR) for the Fiscal Year ended September 30, 2025; and,

WHEREAS, Pattillo, Brown, & Hill, LLP, has completed their independent audit and provided their report and findings to the Audit Committee on March 5, 2026; and,

WHEREAS, The City of Duncanville has successfully completed the ACFR within the allotted timeline given by the State of Texas; 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, 2025, 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 2024-2025.

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

APPROVED:

_____
Greg Contreras, Mayor

ATTEST:

_____
Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - March 17, 2026

TITLE:
Consider approval of a Resolution authorizing the City Manager to execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Green Ribbon Program landscape enhancements along IH-20 from N. Cedar Ridge Road to east of Main Street.

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

Pillar:
Cultivate Community Trust
Foster transparency, two-way communication, and active public participation. Educate and involve residents in planning and decision-making to strengthen civic pride and accountability.

Invest in People and Places
Support walkable, connected, and inclusive neighborhoods. Advance infrastructure that promotes quality of life, equity, and long-term sustainability across all parts of Duncanville.

STAFF RESPONSIBLE:
Tyler Agee

BACKGROUND/HISTORY:
Green Ribbon Program and Grant Award

- **Program objective:** TxDOT's Green Ribbon Program funds landscape projects to beautify highway corridors and mitigate air pollution.
- **Grant application:** City staff and Designated Landscape Architect began preparing the grant application in April 2025 and completed the submission by May 2, 2025.
- **Project scope:** The proposal covers IH-20 between North Cedar Ridge Road and east of Main Street and includes the installation of trees, shrubs, ground cover, and irrigation within TxDOT's right-of-way.
- **Funding:** The total project cost is **$484,218**. According to Attachment B of the draft

AFA, federal funds cover **80% ($336,000),** and the state contributes **20% ($148,218)**. There is no local participation unless cost overruns occur.

• **Council acceptance:** In December 2025, the City Council adopted a resolution approving a **Landscape Maintenance Agreement (LMA)** with TxDOT. Under the LMA, TxDOT will install the landscape and irrigation improvements, while the City assumes responsibility for watering, mowing, pruning, weed control, litter removal, and repair of irrigation equipment.

Project Milestones and Progress

- **April 17, 2025 – Application initiated:** Staff began assembling the grant submission.
- **May 2, 2025 – Application submitted:** The City completed the TxDOT Green Ribbon Grant application.
- **June 27, 2025 – Corridor walk-through:** Staff and the landscape architect walked the I-20 corridor to finalize project design details.
- **August 8, 2025 – 60 % plan confirmed:** Crews performed a site walk to confirm the 60 % rendering of the project.
- **Sep 12 2025 – 60 % rendering prepared:** The 60 % plan was being prepared for submittal to TxDOT.
- **Dec 2025 / Jan 2026 – Landscape Maintenance Agreement:** Council executed the LMA, committing the City to maintain the improvements.
- **Mar 2026 – AFA approval (current item):** TxDOT transmitted the AFA draft late the previous week. Council must approve the resolution and authorize the City Manager to execute the agreement so TxDOT can advertise the project.

POLICY EXPLANATION:

The **Advanced Funding Agreement** formalizes the partnership between TxDOT and the City for the Green Ribbon Project. Key provisions include:

1. **Funding & Participation:** The agreement reiterates that total project costs are $484,218 with 80% federal and 20% state participation. The City is not required to contribute funds unless costs exceed the obligated amount; any overruns must be paid by the City.
2. **Scope of work:** The project encompasses landscape and scenic enhancements—trees, shrubs, ground cover, and irrigation—along IH-20 from North Cedar Ridge Road to east of Main Street.

3. **Authority to bid:** Execution of the AFA authorizes TxDOT to advertise and let the project for construction. The agreement also requires compliance with federal construction requirements and inclusion of FHWA Form 1273 in bid documents, which incorporates Davis-Bacon prevailing wage provisions.

4. **Local responsibilities:** The City agrees to comply with the LMA, maintaining all landscape improvements and reimbursing TxDOT for cost overruns. A separate **Municipal Maintenance Agreement (MMA) Amendment #3** adjusts reimbursement for mowing and litter control of TxDOT rights-of-way, ensuring the City is compensated for maintenance activities along the IH-20 corridor.

FUNDING SOURCE:

ORG and Object Number

N/A

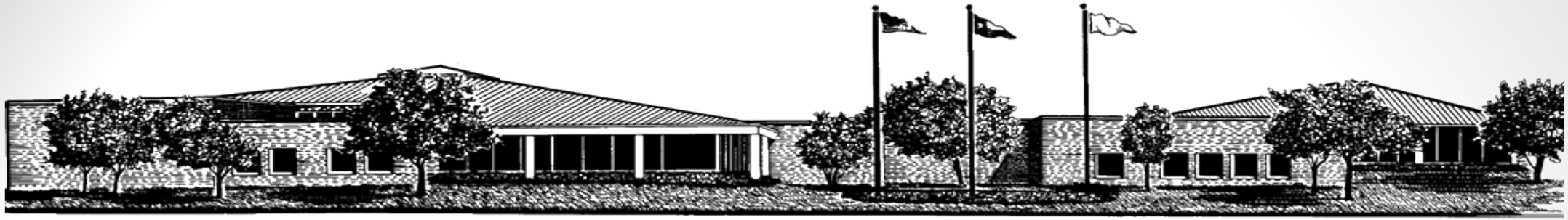
Available Budget	**Purchase Amount**	**After Encumber**
N/A	N/A	N/A

ACTION ALTERNATIVES:

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

ATTACHMENTS:

TxDot Green Ribbon AFA presentation, Draft AFA City of Duncanville, City of Duncanville Green Ribbon Landscape Resolution - AFA



TXDOT GREEN RIBBON PROJECT UPDATE

MARCH 17TH, 2026

TYLER AGEE – ASSISTANT DIRECTOR OF PARKS AND RECREATION

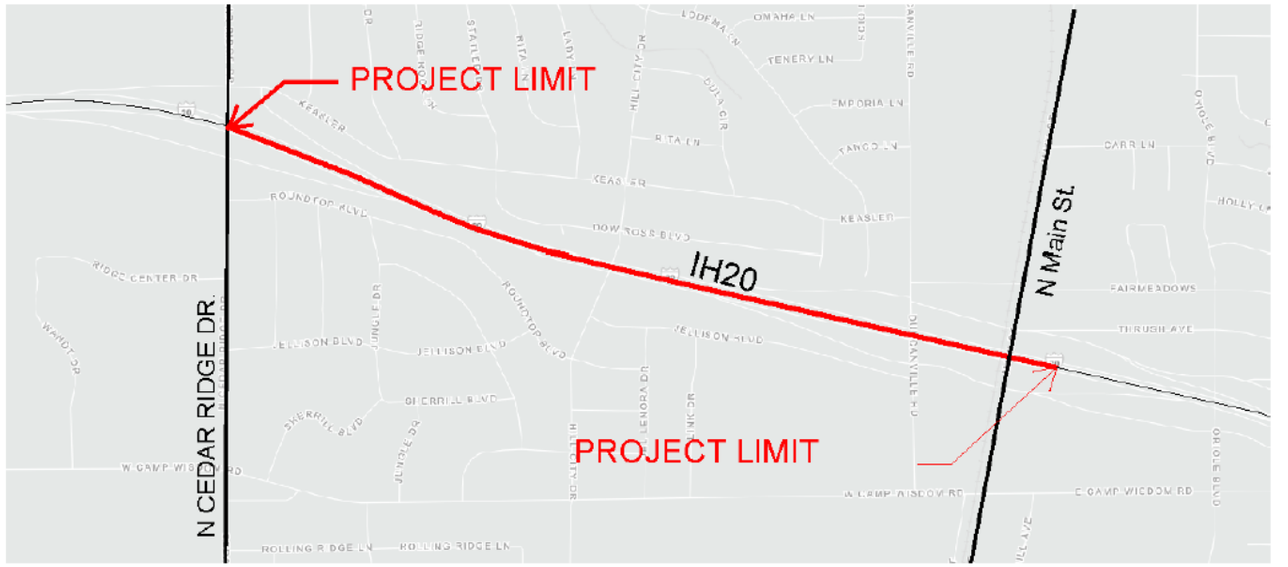
We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

The City of Duncanville

Background and Grant Acceptance

- 2025: City applied for TxDOT's Green Ribbon Grant to beautify the I-20 corridor from North Cedar Ridge Road to east of Main Street.
- Green Ribbon grants fund landscaping projects that beautify and mitigate air pollution along TxDOT corridors.
- Project scope: planting of trees, shrubs, ground cover and irrigation within the right-of-way.
- Total project cost $484,218 – 80% federal ($336,000) and 20% state ($148,218); no local cost un
- Council accepted the grant and executed a Landscape Maintenance Agreement (LMA) in Dec 2025/Jan 2026, committing to install and maintain the improvements. less overruns occur.

Updates and Current Progress



The City of Duncanville

Agreements and Commitments

Landscape Maintenance Agreement (LMA)

- TxDOT installs landscape improvements; City installs irrigation and assumes maintenance.
- The city is responsible for watering, mowing, pruning, weed control, and litter removal.

Municipal Maintenance Agreement (MMA)

- Update #3 adjusts reimbursement for mowing and litter control of TxDOT rights-of-way.
- Ensures City is compensated for maintenance tasks along the I-20 corridor.

Advanced Funding Agreement (AFA)

- Defines funding: total $484,218 with 80% federal and 20% state; City pays overruns.
- Authorizes TxDOT to let the project for bid; required to advance to construction.

Next Steps & Impact

- Council approves the AFA to authorize TxDOT to bid the project.
- TxDOT advertises and awards construction contract (Spring 2026).
- City coordinates with TxDOT during construction and prepares for maintenance.
- Construction begins; landscape improvements installed (Summer/Fall 2026).
- Project completion; City maintains improvements under LMA and MMA.

Project Benefits:

The City of Duncanville

Thank you

- Questions

The City of Duncanville

TxDOT:					Federal Highway Administration:	
CCSJ #	2374-04-100	AFA ID	Z00012415		CFDA No.	20.205
AFA CSJs	2374-04-100				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	12300			
Project Name	IH20 from N Cedar Ridge to E of Main St.				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Green Ribbon Program
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Duncanville**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **landscape development.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**State***	Utilities	Article 8
2.	**State***	Environmental Assessment and Mitigation	Article 9
3.	**Local Government***	Architectural and Engineering Services	Article 11
4.	**Local Government**	Construction Responsibilities	Article 12
5.	**State***	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of landscape and scenic enhancements to include trees, shrubs, ground cover and irrigation on IH 20 from N Cedar Ridge Rd. to E of Main St., as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of

Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to

adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as

acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any

cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was

on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Duncanville ATTN: City Mayor 203 E Wheatland Rd. Duncanville, TX 75116	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or

is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not*

discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts,

subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance

Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

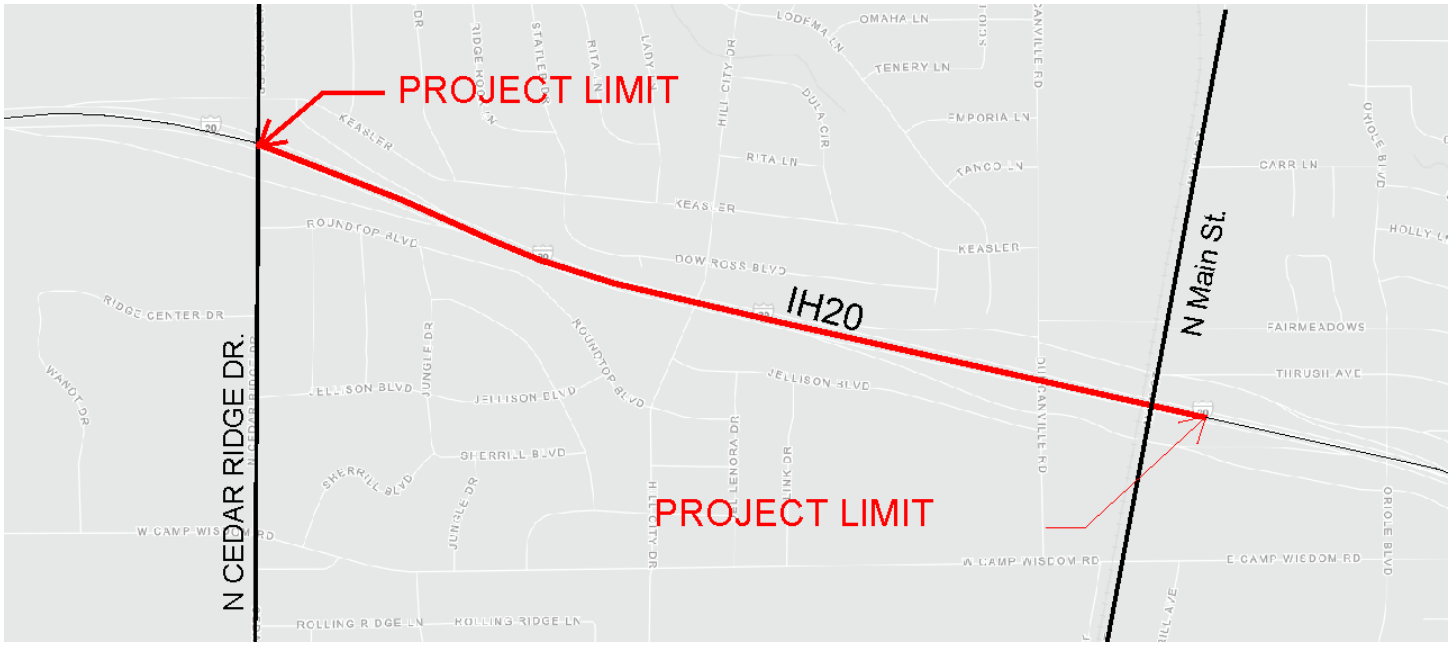
Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
_____	_____
Signature	Signature
_____	_____
Typed or Printed Name	Typed or Printed Name
_____	_____
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date

TxDOT:					Federal Highway Administration:	
CCSJ #	2374-04-100	AFA ID	Z00012415		CFDA No.	20.205
AFA CSJs	2374-04-100				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	12300			
Project Name	IH20 from N Cedar Ridge to E of Main St.				*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highway Administration:	
CCSJ #	2374-04-100	AFA ID	Z00012415		CFDA No.	20.205
AFA CSJs	2374-04-100				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	12300			
Project Name		IH20 from N Cedar Ridge to E of Main St.			*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Construction costs will be allocated based on 80% Federal funding and 20% State funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction (by Local Government)	$420,000.00	80%	$336,000.00	20%	$84,000.00	0%	$0
Subtotal	$420,000.00		$336,000.00		$84,000.00		$0
Environmental Direct State Costs	$5,250.00	0%	$0	100%	$5,250.00	0%	$0
Engineering Direct State Costs	$5,250.00	0%	$0	100%	$5,250.00	0%	$0
Right of Way Direct State Costs	$5,250.00	0%	$0	100%	$5,250.00	0%	$0
Utility Direct State Costs	$5,250.00	0%	$0	100%	$5,250.00	0%	$0
Construction Direct State Costs	$21,000.00	0%	$0	100%	$21,000.00	0%	$0
Subtotal	$42,000.00		$0		$42,000.00		$0
Indirect State Costs (5.29%)	$22,218.00	0%	$0	100%	$22,218.00	0%	$0
TOTAL	$484,218.00		$336,000.00		$148,218.00		$0

Initial payment by the Local Government to the State: $0.
Payment by the Local Government to the State before construction: $0.
Estimated total payment by the Local Government to the State $0.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN ADVANCE FUNDING AGREEMENT ("AFA") WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR TX DOT GREEN RIBBON PROGRAM PROJECT LANDSCAPING IMPROVEMENTS OF IH20 FROM NORTH CEDAR RIDGE TO EAST OF MAIN STREET.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation's Green Ribbon Program was established to allocate funds for landscaping activities including planting and establishment of trees and plants on the state highway system; and

WHEREAS, TXDOT requires recipients of Green Ribbon Program funds to enter into an AFA prior to distribution of funds; and

WHEREAS, the City of Duncanville has been awarded Green Ribbon Program Project funds for landscaping improvements on IH20 from North Cedar Ridge to East of Main St.; and

WHEREAS, the City of Duncanville is authorized to enter into an AFA with TXDOT for the Green Ribbon Program;

WHEREAS, the City Council believes it'll be in the best interest of the citizens of Duncanville to approve an AFA with TXDOT for Green Ribbon Project funding for the landscape improvements as described above.

WHEREAS, Title 43, Texas Administrative Code, Chapter 11, Green Ribbon Program, allows local government by the execution of written agreements, to provide money, property or services for the aesthetic improvements on the state highway system; and

WHEREAS, Rider 15 of House Bill 1 of the 86th Legislature, expands the Green Ribbon Project, a public-private partnership initiative, to enhance the appearance of public highways by incorporating in the design and improvement of public highways the planting of trees and shrubs emphasizing natural beauty and greenspace, integrating public art, and highlighting cultural uniqueness of neighborhoods, to other areas of the state; and

WHEREAS, The Texas Transportation Commission passed Minute Order Number 116752 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as landscape development. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, The City of Duncanville will be responsible for architectural and engineering services along with construction responsibilities; and

WHEREAS, all legal and statutory prerequisites for the adoption of this Resolution have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the City of Duncanville City Council deems the adoption of this Resolution

to be in the best interests of the health, safety, and welfare of the public.

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

SECTION 1: All matters stated hereinabove are found to be true and correct and are incorporated herein by reference.

SECTION 2: The City Council approves and authorized entering into the Advance Funding Agreement ("AFA") with TXDOT.

SECTION 3: The Mayor of the City of Duncanville, Texas is hereby authorized to execute an Advance Funding Agreement with the Texas Department of Transportation (CSJ No. 2374-04-100, CFDA No. 20.205), for the Green Ribbon Program Project to provide landscaping planting and irrigation improvements on IH20 from North Cedar Ridge to East of Main Street.

SECTION 4: This Resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED AND APPROVED by the City Council of the City of Duncanville, Texas, on this the _____ day of _____ 2026.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney