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, April 7, 2026
6:00 PM - Work Session/Briefing
7:00 PM - Regular Session
or immediately following the 6:00 PM Work Session/Briefing

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

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

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

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

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

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

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

To submit a comment via email the following information is required:
- Submit a comment by 4:00 PM on Tuesday, April 7, 2026.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, April 7, 2026.
- First Name, Last Name, and Address

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

A. April 2026 & May 2026 Calendars

3. BRIEFINGS / PRESENTATIONS

A. Briefing on General Fund Balance and Fund Balance Policy

B. Briefing on Blue Dot Open Rewards Program for local businesses in preparation for National Small Business Week.

C. Briefing on the Axon FUSUS Community Connect Program

D. Briefing on Health Inspection Procedures

EXECUTIVE SESSION

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

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

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

CALL TO ORDER

INVOCATION - Pastor Demarco Owens with Central Pointe Church of Christ

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

4. REPORTS

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

5. PROCLAMATIONS AND PRESENTATIONS

A. Proclamation for Earth Day on April 22, 2026.

B. Crime Victims' Rights Week

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 March 10, 2026, Special Called Meeting and the March 17, 2026, City Council Meeting.

B. Consider a Resolution to approve an agreement with On Duty Health for annual police officer medical assessments in the expenditure amount not to exceed $225,556.27 over 5 years.

C. Consider a Resolution authorizing the renewal of Microsoft 365 subscription from CDW-G, through cooperative TIPS: 230105, for a three year term with a total estimated expenditure of $255,000.00

D. Consider a Resolution authorizing an expenditure not to exceed $450,000 with Tyler Technologies Incorporated, for Annual Software Support and Maintenance over a 3-year term.

8. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. Consider a Resolution for Hotel Occupancy Tax FY2026 for The Duncanville Chamber of Commerce

C. Consider a resolution approving a Second Amendment to the incentive agreement by the Duncanville Community and Economic Development Corporation (DCEDC) with BCVCR Holdings, LLC and Pegasus Bank for the Project located at 220 N. Main Street (Project Encina); Extending the project completion and reimbursement deadline to July 31, 2026.

D. Conduct a public hearing for consideration and action regarding ZONE-2025-00007 request of Yasmine Leal (applicant/owner) for a Specific Use Permit (SUP) to allow for Short-Term Rental (STR) in a residential neighborhood on real property located at 314 E. Center Street, legally described as Block 1, Lot 3, Freeman Addition, on 0.262 acres, City of Duncanville, Dallas County, Texas.

E. Conduct a public hearing for consideration and action regarding ZONE-2026-00008 request of DuWest Realty (applicant/owner) for a Specific Use Permit (SUP) to allow for a drive-thru on real property located at 102 N. Cedar Ridge Drive, legally described as Block A, Lot 1, Cedar Ridge Center, on 0.268 acres, City of Duncanville, Dallas County, Texas.

F. Conduct a public hearing for consideration and action regarding ZONE-2025-00006 request of Monte Anderson (owner) to amend the current Planned Development (PD-2535) and site plan for the residential development on real property located at 402 E. Wheatland Road, legally described as Lot 1, Block A & Abandoned Alley, Wheatland Plaza Shopping Center on 7.501 acres, City of Duncanville, Dallas County, Texas.

G. 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

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

9. STAFF AND BOARD REPORTS

A. Briefing on an economic development incentive agreement between the Duncanville Community and Economic Development Corporation (DCEDC) and JCTF Real Estate, LLC for the redevelopment, beautification and business expansion of Texas Fadez Barber Academy & Midas Touch Retail Supply Store located at 1014 S. Main Street.

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Tuesday, March 31, 2026, by 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor
City Secretary

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

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

Council Calendar APRIL 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2 Zoning Board of Adjustment Briefing Room 7:00 PM	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 Ribbon Cutting for Harrington Park Noon-ish (TBD) Concert in the Park Band -TBD 7PM Armstrong Park
12	13 Park Board Meeting Joint with City Council 6:30 PM 103 E Wheatland Planning & Zoning Meeting 6:30 PM	14	15	16	17	18
19	20 Keep Duncanville Beautiful 7:00 PM Briefing Room DCEDC Meeting Council Chambers 6:00 PM	21 City Council Meeting 6 PM (Briefing Room & Council	22	23 Library Advisory Board 6:30 PM Library Lobby Meeting Rooms Coffee with the Mayor 12:00 PM Senior Center	24	25 Movies in the Park 8 PM Armstrong Park
26	27	28 Arts Commission Meeting 6:30 PM Briefing Room	29	30		

Council Calendar MAY 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3	4	5 City Council Meeting 6 PM (Briefing Room & Council Chambers)	6	7	8	9 Bloomfest Music & Arts Festival 4:00 PM Armstrong Park
10	11 Park Board Meeting 6:30 PM 103 E Wheatland Planning & Zoning Meeting 6:30 PM	12	13	14 Community Engagement Advisory Board 6:30PM Briefing Room	15	16
17	18 Keep Duncanville Beautiful 7:00 PM DCEDC Meeting 6:00 PM	19 City Council Meeting 6 PM (Briefing Room & Council Chambers)	20	21	22	23
24 31	25	26 Arts Commission Meeting 6:30 PM Briefing Room	27	28 Coffee with the Mayor 12:00PM Senior Center	29	30

STAFF REPORT

MEETING: City Council - April 7, 2026

TITLE:
Briefing on General Fund Balance and Fund Balance Policy

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

Pillar:
Govern for the Future:

- **Use performance metrics and sound fiscal policy to build a resilient organization.**

STAFF RESPONSIBLE:
Richard Jackson

BACKGROUND/HISTORY:
The purpose of this briefing is to discuss the excess fund balance in the General Fund and to make a policy revision recommendation. In September of 2024, the City Council approved the Fund Balance policy, which details the different city funds, working capital, and the minimum and maximum goals. The minimum goal for operational funds, including the General Fund, is 90 days, approximately 25%. The maximum target is 150 days, approximately 41%. Staff recommends a revision to this policy to read at the conclusion of the annual audit, a budget amendment will be brought to Council to transfer excess fund balance beyond 150 days from the General Fund, if any, into the One-Time project fund to be used for one-time or CIP needs.

The FY 2024-25 audit concluded there is $4.1 million in excess fund balance over the 150 day maximum target. Staff has identified immediate needs that a portion of these funds can be used for. The remainder of the funds will be vetted through the FY 2027 budget process.

POLICY EXPLANATION:

FUNDING SOURCE:

ORG and Object Number

N/A

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

ACTION ALTERNATIVES:

NA

ATTACHMENTS:

2026 - 04 Fund Balance Policy Revision, 26 04.07 Fund Balance Discussion

CITY OF DUNCANVILLE
FUND BALANCE POLICY

A. PURPOSE

The purpose of this policy is to establish a key element of the financial stability of the City by setting guidelines for fund balance. Unassigned fund balance is an important measure of economic stability. It is essential that the City maintain adequate levels of unassigned fund balance to ensure we are best positioned to address unforeseen revenue fluctuations, and unanticipated expenditures. Fund balance also provides cash flow liquidity for the City's general operations.

B. POLICY STATEMENT

The finances of the City of Duncanville will be managed to maintain balances of the various funds at levels sufficient to mitigate current and future risks, ensure stable tax rate and user fees, and protect the City's creditworthiness. To assure the appropriate level in all funds, the City will maintain goals for Unassigned Fund Balance(s) in the General Fund and Proprietary Funds as follows:

Unassigned fund balance goal of not less than 25% (approximately 90 days of operation); and no more than 41% (approximately 150 days of operation) of the average annual budget appropriations. Any transfer of funds from unassigned fund balance will require prior authorization from City Council.

C. FUNDS AND USES

GENERAL FUND

Inventories, prepaid items or other assets that are not expected to be converted to cash shall be classified as nonspendable. The long-term amount of loans and notes receivable, as well as property acquired for resale shall also be classified as nonspendable. Amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the City Council shall be classified as committed. Amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed shall be classified as assigned. Unassigned shall be used for everything else.

Post Audit Completion:

Upon completion of the annual audit, unassigned fund balance, as defined under section D, in the General Fund above the 150 days target, if any, shall be transferred to the One-Time project fund to address project and CIP needs. The amount shall be determined by calculating 150 days of operations based on the current year General Fund adopted budget and subtract from the unassigned General Fund balance stated in the prior year annual financial report. A budget amendment will be brought to Council for approval to authorize the transfer.

OTHER GOVERNMENTAL FUNDS

Debt Service

This fund accounts for ad valorem taxes used to service debt. Fund balance shall be classified as restricted due to requirements in bond indentures.

Street Construction Fund

This fund accounts for and reports financial resources that are restricted, committed, or assigned to expenditure for capital outlays of streets. All fund balance generated from proceeds from bonds or grants shall be classified as restricted if the revenue was statutorily restricted by an external party. All other fund balance shall be classified as committed if the revenue was constrained by formal City Council action. All other fund balance shall be classified as assigned.

Hotel Motel Tax

This fund accounts for the revenue received from local hotel occupancy taxes. All fund balance derived from this activity shall be classified as restricted and be used for the sole purpose as described in chapter 351 of the State of Texas Tax Code.

Drainage Fees

This fund accounts for revenue received from drainage fees used to fund major storm water drainage improvement projects throughout the City as required by City of Duncanville Ordinance No.1511. All fund balance received from these fees shall be classified as committed.

Grants

This fund accounts for the revenue received from Federal and State grants. All fund balance derived from this activity shall be classified as restricted and be used for the sole purpose as described in the grant agreement(s).

Court Technology

This fund accounts for the revenue received from court fees earmarked for court technology advancements. All fund balance derived from this revenue shall be classified as restricted and be used for the sole purpose as described in chapter 102 of the Texas Code of Criminal procedure.

Court Security

This fund accounts for the revenue received from court fees earmarked for court security. All fund balance derived from this revenue shall be classified as restricted and be used for the sole purpose as described in chapter 102 of the Texas Code of Criminal procedure.

Juvenile Case Manager

This fund accounts for the revenue received from court fees earmarked for a juvenile case manager. All fund balance derived from this revenue shall be classified as restricted and be used for the sole purpose as described in chapter 102 of the Texas Code of Criminal procedure.

Asset Forfeiture

This fund accounts for the revenue received from forfeiture of contraband. All fund balance derived from this revenue shall be classified as restricted and be used for the sole purpose as described in chapter 59 of the Texas Code of Criminal procedure and the Federal Equitable Sharing Agreement.

Park Construction

This fund accounts for and reports financial resources that are restricted, committed, or assigned to expenditure for capital outlays of parks and recreational facilities. All fund balance generated from proceeds from bonds or grants shall be classified as restricted if the revenue was statutorily restricted by an external party. All fund balance generated from the bond or grant proceeds shall be classified as committed if the revenue was constrained by formal resolution by the City Council. All other fund balance shall be classified as assigned.

Capital Improvements

This fund accounts for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays of various one-time capital improvements. All fund balance generated from proceeds from bonds or grants shall be classified as restricted if the revenue was statutorily restricted by an external party. All fund balance generated from the bond or grant proceeds shall be classified as committed if the revenue was constrained by formal resolution by the City Council. All other fund balance shall be classified as assigned.

Duncanville Community Economic Development Corporation

This fund accounts for and reports financial resources that are restricted or assigned to expenditure for economic development. All fund balance generated from sales and use tax proceeds shall be classified as restricted and be used for the purposes indicated in the Development Corporation Act of 1979 found in chapters 501-505 of the Local Government Code. All other fund balance shall be classified as assigned.

PROPRIETARY FUNDS

Proprietary funds, also known as Enterprise Funds, include Utility, Sanitation, and the Fieldhouse Funds. All fund balances derived within each of these funds shall be classified as unrestricted but are to be used for the needs and operations of each activity, as appropriated.

RESTORATION OF FUND BALANCE RANGE

Should the Fund balance for any fund exist outside the target range, the Chief Fiscal Officer and/or the City Manager will advise the City Council. Working with the City Council, the Chief

Fiscal Officer and/or the City Manager will prepare a plan for restoration of the balance to the target levels and achieve the target level as soon as practicable within the next fiscal year. The City Council may consider appropriations of Unrestricted Fund Balance to Reserve Funds at any time to assist with restoring balances to the proper range.

REPORTING OF FUND BALANCE TO THE CITY COUNCIL

The Chief Fiscal Service Officer and/or the City Manager shall report to the City Council monthly on the status of all funds. The monthly fund balance report shall include the estimated fund balance for the fund, along with the minimum and maximum amounts allowable per the fund balance policy.

D. DEFINITIONS

Cash Balance: The sum of cash and the investment of an accounting fund.

Fund Balance: The difference between the assets and liabilities reported in a governmental fund. Fund balance is not the cash balance of the City, the fund balance consists of other assets such as money due from the state and federal government, taxes receivable, and accounts receivable. Fund Balances are classified into various components depending on the limitations placed on the use of the funds. The hierarchy indicates the extent to which a government is bound to observe spending constraints that govern how it can use amounts reported in the governmental funds balance sheet.

For proprietary funds, such as the Utility Fund, Sanitation, and the Fieldhouse Fund, the Fund Balance is the working capital, current assets minus current liabilities.

Fund Balance Designations:

- **Nonspendable Fund Balance** includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. The "not in spendable form" criterion includes items that are not expected to be converted to cash, for example, inventories and prepaid amounts. It also includes the long-term amount of loans and notes receivable, as well as property acquired for resale. However, if the use of the proceeds from the collection of those receivables or from the sale of those properties is restricted, committed, or assigned then they shall be included in the appropriate fund balance classification (restricted, committed, or assigned), rather than nonspendable fund balance.

- **Restricted Fund Balance** includes amounts where constraints placed on the use of resources are either:
    - Externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or
    - Imposed by law through constitutional provisions or enabling legislation

- **Committed Fund Balance** includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the City Council. Amounts classified as committed may be redeployed for other purposes with appropriate due process.

- **Assigned Fund Balance** includes amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. Intent shall be expressed by (a) the City Council itself (b) a body (budget or finance committee for example or (c) an official to which the City Council has delegated the authority to assign amounts to be used for specific purposes such as the Mayor, City Manager, or the Chief Fiscal Services Officer.

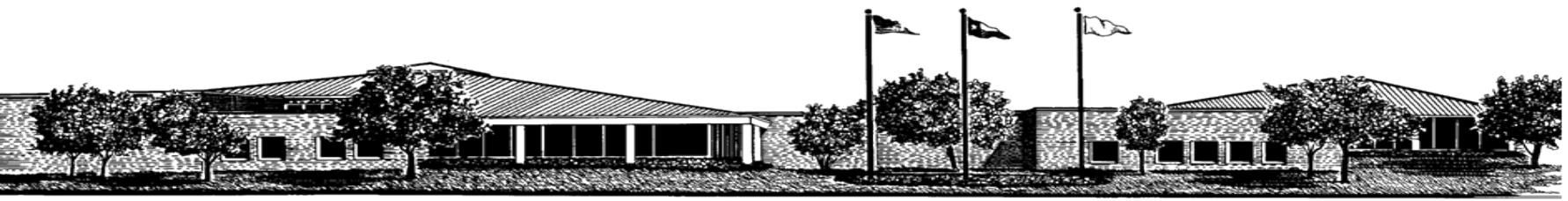
- **Unassigned Fund Balance** is the residual classification for the general fund and includes all amounts not contained in the other classifications (i.e., surplus). Unassigned amounts are technically available for any purpose.

APPROVED BY CITY COUNCIL:

September 20, 2011, by Resolution 2011-092005

REVISED:

September 17, 2024, by Resolution 2024-328
April 21, 2026 - Pending



FUND BALANCE POLICY AND DISCUSSION

APRIL 7, 2026
RICHARD JACKSON, CFO

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

FUND BALANCE POLICY RECAP

- Approved policy – September 2024
- Unassigned Fund Balance Goals:
  - Not less than 25% (90 days) and no more than 41% (150 days)

City of Duncanville

Duncanville
City of Champions

FUND BALANCE – FY 2025-26 ADOPTED BUDGET

TOTAL GENERAL FUND BUDGET – FY26	$44,835,968
150 DAYS GOAL	$18,425,740
FY 2025 AUDITED UNASSIGNED BALANCE	$22,556,107
EXCESS OVER 150	$4,130,367

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FUND BALANCE POLICY UPDATE

- Recommend additional language to policy:
  - At the conclusion of audit, transfer unassigned fund balance that exceeds the 150 days goal to One-Time Projects for CIP or one-time needs
  - Policy would continue to read amendments to the budget must be authorized by Council

PROJECT NEEDS

- Immediate Use - $2M app:
  - Zoning/Ordinance Updates
  - City Hall/Old PD assessment
  - Fire Station 2 facility needs
  - Fire Engine/Quint – 3-year lead time
- Remainder – FY 2027 Budget process
- Next Steps – Budget Amendment to Council 04/21/26 meeting

City of Duncanville

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STAFF REPORT

MEETING: City Council - April 7, 2026

TITLE:
Briefing on Blue Dot Open Rewards Program for local businesses in preparation for National Small Business Week.

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

Pillar:
Empower Economic Opportunity:

- **Promote strategic reinvestment in commercial corridors and support small businesses.**

STAFF RESPONSIBLE:
Marlon Goff

BACKGROUND/HISTORY:
Blue Dot is the technology platform used by the Economic Development Department to host the City's Business Directory and Client Relationship Management (CRM) tool for business retention, prospects and real estate development pipeline activity for City staff.

Open Rewards is a module and subscription feature for Blue Dot, that provides a city-wide rewards program to incentivize consumers to shop at local businesses and stimulate the economy in return. One of the key advantages of the Open Rewards campaign is that businesses only need to register their businesses on the platform and App to participate. The funding for the Open Rewards small business campaign is targeted to coincide with National Small Business Week (May 3rd), but will continue on throughout the month of May or for a defined period. This inaugural Open Rewards Campaign for local businesses will be funded from the FY 2026 DCEDC Budget for (Incentives) in the amount of $25,000 plus $4,744 annual subscription cost. This programmatic activity is intended to stimulate local spending and consumer activity

while simultaneously recycling sales tax revenue.

The Open Rewards app handles all aspects of customer rewards processing, so there is no disruption to a business's daily operations. Business owners don't need to worry about tracking rewards, issuing payments, or handling redemption codes—they simply need to continue providing great products and services, while the app automatically takes care of the rest.

POLICY EXPLANATION:
Business Retention & Expansion Activity

FUNDING SOURCE:
ORG and Object Number
N/A12051000-708501

Available Budget	**Purchase Amount**	**After Encumber**
$433,926	$29,745.00	$404,181

ACTION ALTERNATIVES:

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

ATTACHMENTS:
Duncanville _ Open Rewards Campaign Invoice, Open Rewards 1-Sheeter - For Businesses, 3.B

bludot

City of Duncanville, TX
203 E Wheatland Rd.
Duncanville, TX 75116
US

Date: February 3, 2026

Marlon Goff
marlon.goff@duncanvilletx.gov

Marcela Perez
marcela.perez@duncanvilletx.gov
+19727805000

Description	Price
Bludot Open Rewards Shop Local App - Subscription	$4,740.00 / year
Bludot Open Rewards Shop Local App - Program Cost	$25,000.00

Annual subtotal	$4,740.00
One-time subtotal	$25,000.00
Total	**$29,740.00**

This SaaS Services Agreement ("Agreement") is entered into between Bludot Technologies Inc. ("Company") and the Customer listed above ("Customer"). This Agreement applies to and incorporates the above Order Form as well as Bludot Terms and Conditions. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Bludot Technologies Inc.
650 Castro St Ste 120 #96003
Mountain View, CA 94041
United States

KEEP LOCAL DOLLARS LOCAL

A new way to support the local community

open rewards

Community-wide shop local rewards program

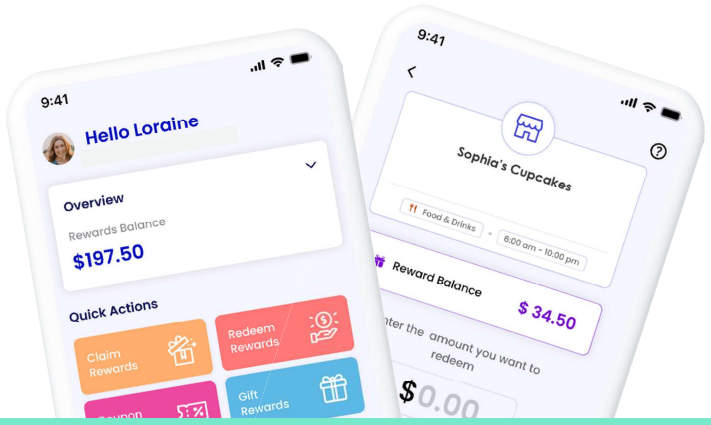
Open Rewards allows members of the community to earn cash back rewards whenever they shop locally. It was designed around a simple philosophy: shopping locally benefits the entire community, not just a single business.

How does Open Rewards work?

- Shoppers earn cash back rewards whenever they shop at any business in the program
- They can redeem those rewards by making additional purchases at any other businesses in the program
- Supports all methods of payment they may use at the local businesses (credit card, debit card and cash)
- Shoppers can earn their cash back through a variety of payment channels: Venmo, PayPal, Zelle, check, etc.

What does it mean for businesses?

- No action is required from your business to give or redeem rewards
- The program is funded by the community, and there is no cost for your business
- Your business will receive the full dollar amount for all transactions
- Your business will receive marketing materials to help promote the program



Download on the App Store

GET IT ON Google Play

open rewards

Community-wide shop local rewards program

bludot

City of Duncanville

A Shop Local Program with Open Rewards

City of Duncanville Business Directory

City of Duncanville
Powered by Bludot Directory

+ Add Listing | Subscribe

Listings (1951) | Promotions (1) | Jobs (2)

Search

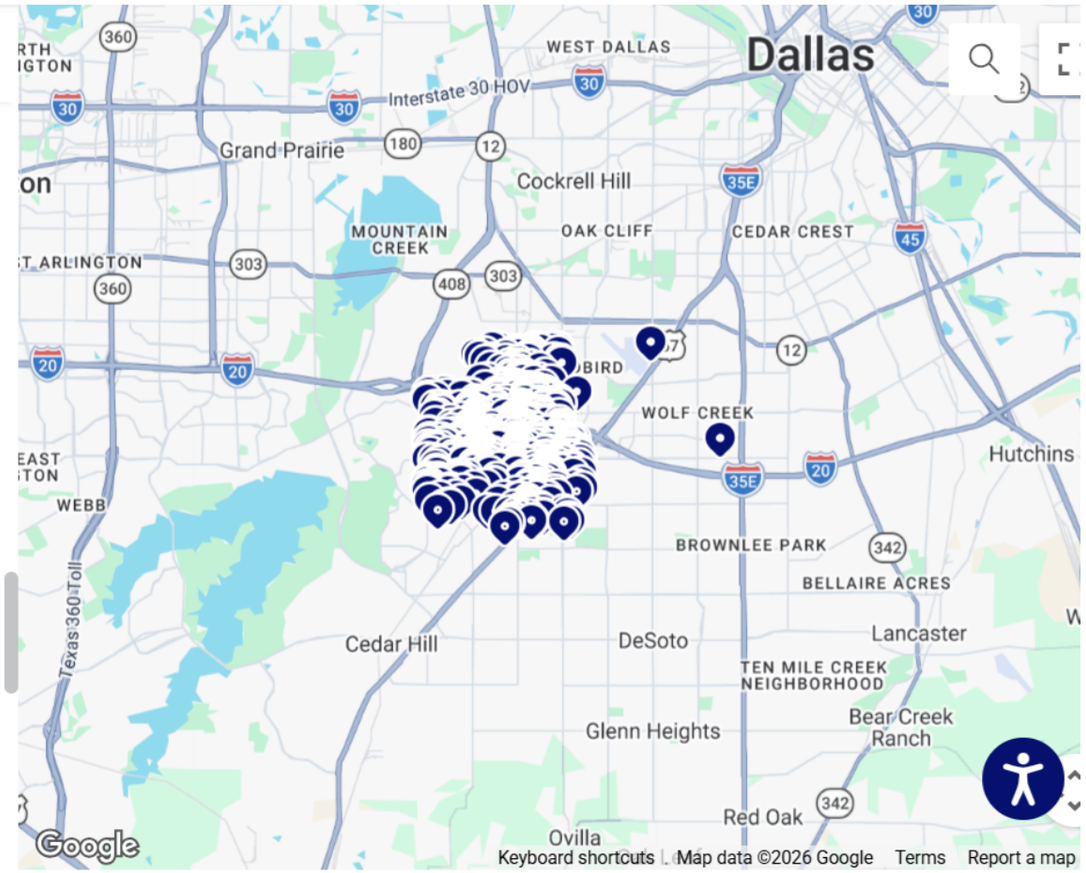
Filter by | Area | Category

Showing 1951 Results

1-855-MegaPro
646 E Hwy 67, Duncanville, Texas
+1 972-298-8600
Open Now - 12:00am - 11:59pm

10 Minute Oil Change
216 S Cedar Ridge Dr, Duncanville, Texas
(972) 572-7800

1018-22 N Duncanville Road LLC



City of Duncanville

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bludot

What is open rewards

Open Rewards allows members of the community to earn cash back rewards whenever they shop locally.

It was designed around a simple philosophy: Shopping locally benefits the entire community, not just a single business.

City of Duncanville

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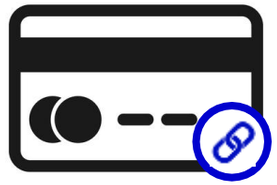
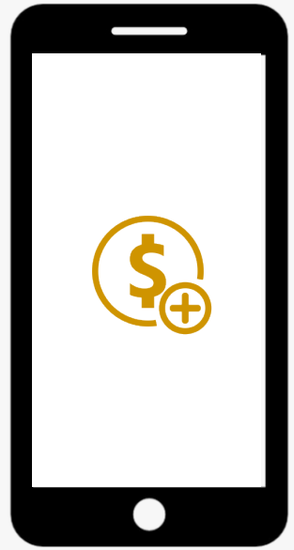
How Does it Work for Shoppers?

Pay for your purchases like you normally do

Select the business from the app and upload a photo of the receipt



If your card is linked with Open Rewards, you will earn rewards automatically.



The rewards earnings will be added to your account!

City of Duncanville

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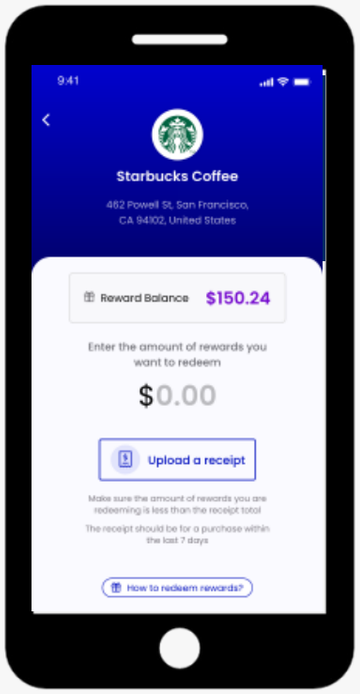
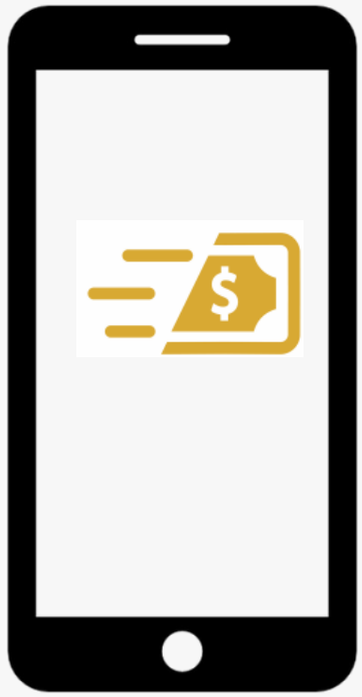
How to redeem customer rewards

Let’s say you want to redeem $20 from your rewards balance for a weekend brunch

Pay for your brunch in full at the restaurant



Enter the amount of rewards you want to use (eg. $20) and submit the receipt



You will receive the $20 via your selected payout method. That’s it!

City of Duncanville

Duncanville
City of Champions

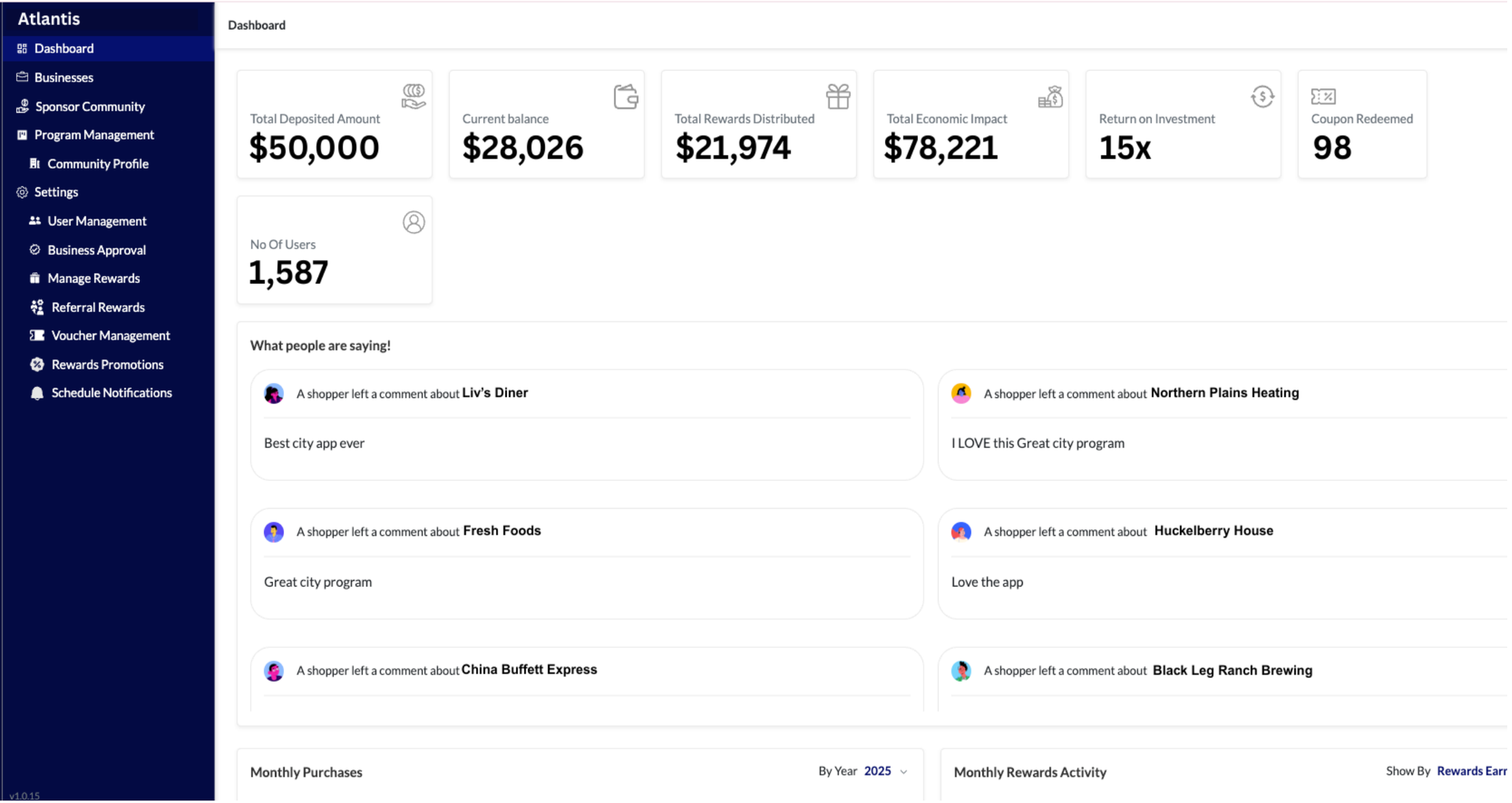
What it means for local businesses

- ❑ **No action** is **required** from your business **to give or redeem rewards**
- ❑ The program is **funded by the DCEDC**, at no cost for your business
- ❑ Your business **will continue** to receive the full dollar amount for all transactions
- ❑ Your business will receive **marketing materials** to help promote the program

City of Duncanville

Duncanville
City of Champions

Organizational Dashboard at your Fingertips



City of Duncanville

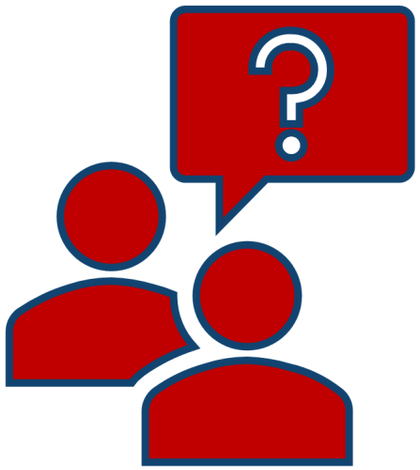
Duncanville
City of Champions

Summary

- ❑ Inaugural Open Rewards Campaign will coincide with National Small Business Week
- ❑ $25,000 Campaign funding provided from FY 25-26 Budget for Incentives
- ❑ Campaign to continue through May or until all funds have been awarded

City of Duncanville

Duncanville
City of Champions



Discussion & Questions

STAFF REPORT

MEETING: City Council - April 7, 2026

TITLE:
Briefing on the Axon FUSUS Community Connect Program

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.**

STAFF RESPONSIBLE:
Ron Wilcots

BACKGROUND/HISTORY:
On October 1, 2025, the Police Department renewed their Axon contract to include FUSUS, which is a Real Time Data Platform. FUSUS Connect enables community partners to share live feed video with the Duncanville Police Department in emergencies to improve community safety and law enforcement response.

POLICY EXPLANATION:
Access to cameras is conditional upon mutual agreement between the community partners and the Duncanville Police Department and will be accessed in the event of a criminal incident or emergency at a particular location.

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:

Community Connect FAQs -Duncanville PD(TX), Community Connect Explainer - Duncanville PD(TX), Axon Fusus Community Connect Handbook

AXON FUSUS COMMUNITY CONNECT PROGRAM

HELPING TO CREATE A SAFER, MORE CONNECTED COMMUNITY

A safer, more connected community is only a few steps away, all while using existing equipment

Participating in the Axon Fusus Community Connect Program enables law enforcement to respond to incidents at various community locations faster, equips officers with advance knowledge of the situation, helps keep our residents and business owners safer, and builds closer ties within our community.

What is the Axon Fusus Community Connect Donor Site Initiative?

The Axon Fusus Community Connect Donor Site Initiative is a partnership directly with the Duncanville PD. The program enables you to share live video feeds with law enforcement in emergencies to improve community safety and situational awareness for the Duncanville Police Department.

What do I need to participate in the program?

A fūsusCORE will be provided to you, this appliance will create the virtual bridge in between your business and the Duncanville PD in case of any emergency.

Will this impact my network?

There will be no impact to your network, the appliance builds a separate tunnel on a secure network to transmit alerts and video to law enforcement.

What are some locations I can consider for the Donor Site Initiative?

- Apartment Complexes/Housing Communities
- Public/Private Schools
- Day Cares
- Convenience Stores/Gas Stations
- Restaurants/Bars/Lounges
- Retail Locations

What is Axon Fusus and how does it work?

Scan the QR Code to the left to view or enter all necessary information needed for each donor site.

For more information or to schedule an installation, contact Axon Fusus directly with the information below.

Alexis Bourland, Axon Fusus Community Connect Program Coordinator
303-835-4642| abourland@axon.com

COLLABORATING TO KEEP DUNCANVILLE SAFE

Help create a safer Duncanville by enrolling in our Community Camera Sharing Program!

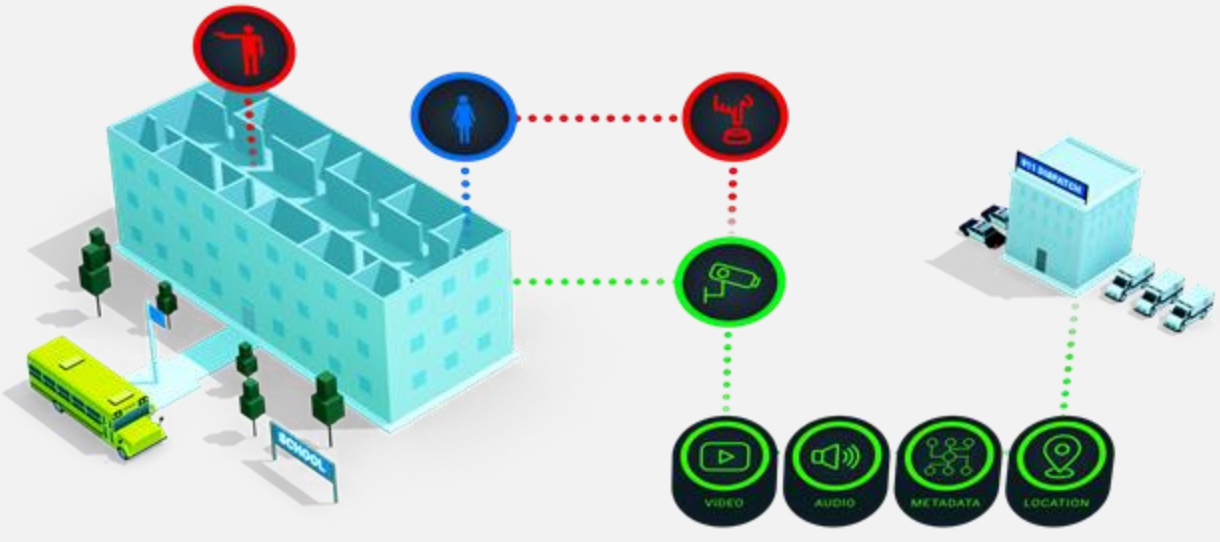
Sharing your camera feed enables the Duncanville Police Department to respond to incidents at your location faster and equip officers with advance knowledge of the situation. It will keep our residents and business owners safer and build closer ties within our community.

INCREASING SAFETY. RESPECTING PRIVACY.

- Our new Connect Duncanville Program enables you to share live video feeds with the Duncanville Police Department in emergencies to improve community safety and law enforcement response.
- Access to your cameras is conditional upon mutual agreement between you and the Duncanville Police and will only be accessed in the event of a criminal incident or emergency at your location.

What is Axon Fusus and how does it work?

Scan the QR Code to watch a short video.



Axon Fusus Community Connect | Alexis Bourland | abourland@axon.com

AXON

Axon Fusus

COMMUNITY CONNECT

Program Handbook

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axon.com

V1.0

Table of Contents

Welcome 01

Frequently Asked Questions 02

The COMMUNITY CONNECT Camera Registry 02

How does the camera registry work? 02

If I register my cameras, can the police department remotely access my cameras at any time? 02

Who has access to the camera map? 02

How much does it cost to register my cameras? 02

Can I unsubscribe from the camera registry, and change or delete my information? 02

Is my camera information subject to a disclosure in a public data request? 02

Video Streaming 03

Does Fusus products offer real-time video streaming? 03

How does conditional camera access work? 03

Can my cameras be accessed without my knowledge? 03

Can the police department override my access settings to remotely access my cameras at any time? 03

How does the panic button functionality work? 03

Does Axon Fusus employ any facial recognition technology? 03

Does Axon Fusus utilize artificial intelligence? 03

System Security 04

Is the Fusus CORE secure? 04

Is Fusus Secure? 04

Table of Contents

Talking Points 05

About Axon Fusus and COMMUNITY CONNECT Camera Registry 05

Community Involvement 05

Benefits for Law Enforcement 05

Key Benefits for use with Real-Time Crime Center 06

Steps Taken in Successful Implementations 06

School Communication Messaging 07

Parent Communication 07

- What is COMMUNITY CONNECT, and How Does It Work? 07
- How This Benefits Our School Community 07

School Communication Messaging 08

Press Release Template 08

- How COMMUNITY CONNECT Works 08
- Key Benefits of the Partnership 08
- Privacy and Security Measures 09
- Community Engagement and Support 09
- **Social Media Template** 09

Frequently Asked Questions 10

Business Engagement Emails 11

Business Invitation Letter 14

Press Release Template 15

Social Media Templates 16

Facebook Post 16

X (Twitter) Post 17

Instagram Post 17

Nextdoor Post 17

Mock Graphic Assets 18

Welcome to the COMMUNITY CONNECT Program!

To support the successful launch of your Axon Fusus COMMUNITY CONNECT Program, this resource packet serves as a one-stop shop for essential communications and outreach materials. This packet provides press release and social media templates, frequently asked questions and key talking points, community engagement emails for local businesses and important contact information—all in one place. We have also provided visuals of mock graphic assets, which will be sent to you separately with your agency logo you have provided.

Community engagement is at the heart of the program's success, and ensuring clear, consistent messaging will help foster trust and encourage collaboration between local businesses, residents and law enforcement.

This packet is a valuable resource that streamlines your outreach, making it easier to educate stakeholders, engage the community and drive participation. By utilizing these tools, you are helping build a safer and more connected community. We are proud to partner with you in your efforts to make your community safer.

This document is intended for internal use only by the receiving agency. Not for external or third-party use.

Frequently Asked Questions

The COMMUNITY CONNECT Program is utilizing Axon Fusus to create stronger public-private collaborations and enable businesses and community members to work more closely with law enforcement. Public safety agencies depend on neighborhoods to mitigate and investigate crimes and be better equipped as first responders on the scene of critical incidents. The Axon Fusus system serves to increase community security while maintaining personal privacy.

The COMMUNITY CONNECT Camera Registry

How does the camera registry work?

The camera registry is a way to easily locate the nearest cameras in a designated area during the course of an investigation, emergency event, or emergency response. In the past, investigators had to rely on eyewitnesses and piece together pertinent information over days and sometimes months. The camera registry gives private residents and business owners the ability to register their cameras to an online portal, only accessible through permission, for law enforcement to quickly and easily use cameras to create a map of relevant cameras that could obtain actionable evidence for crimes and life-saving data.

Registering a camera does not require any cost or hardware- the camera is simply mapped, and does not create any live streaming capabilities. However, in the case of criminal activity, the registry makes it easy for investigators to email a digital footage request to a camera owner, and for the owner to fulfill that request without actual police visits necessary.

If I register my cameras, can the police department remotely access my cameras at any time?

No – Registering cameras means the police department will know where your cameras are located in the event of a crime or a critical incident. There is no direct access to any privately-owned cameras and the registry is only used to request footage if an incident were to occur in the area.

Who has access to the camera map?

Only authorized law enforcement users have access to the entire camera registry map in their jurisdiction.

How much does it cost to register my cameras?

Registering a camera does not require any cost or additional hardware. An agency will simply obtain a map of the cameras and will not have access to any live streaming capabilities. The registry makes it easier for investigators to contact camera owners for a digital footage request that the owner can fulfill that doesn't require a police visit.

Can I unsubscribe from the camera registry, and change or delete my information?

Yes. Please contact connect@fusus.com if you need to adjust or delete your registration information.

Is my camera information subject to a disclosure in a public data request?

No – your camera registry data is classified as protected non-public data, and is only accessible by authorized users of the department.

Frequently Asked Questions (continued)

Video Streaming

Does Fusus products offer real-time video streaming?

Yes, we offer access to both real-time as well as video recordings depending on your conditional access settings through our policy-based sharing engine. Real-time streaming is achieved via the installation of a CORE device on the camera network with permissions set up by the camera owner.

How does conditional camera access work?

Conditional camera access means the camera's owners have the ability to choose how and when their cameras are accessible to the police department via their CORE device. For example, private businesses and schools may choose to only have their cameras accessible to a department when an emergency situation arises and they activate the live streaming capability via a panic button. Private residents and neighborhoods can also have the option to do so or completely opt out and only register them via the camera registry in case an incident occurs at their location.

Can my cameras be accessed without my knowledge?

No – the Axon Fusus platform requires the camera owner to positively affirm and opt into the system. Camera access and setting are all controlled solely by the camera owner.

Can the police department override my access settings to remotely access my cameras at any time?

No – Axon Fusus policy-based conditional access is a strictly one-way system, which means that the owner's policy settings cannot be overridden remotely. The camera owner has sole control over whether their cameras' streams are accessible to the police or not.

How does the panic button functionality work?

A department, through Axon Fusus, can equip locations, upon request, with virtual panic buttons in the form of a smartphone app. In the event of an emergency, such as a fire, an active and serious crime, or active shooter situation, the panic buttons can be used to send an immediate alert to first responders and activate the streaming functionality of connected, authorized cameras. This is only accessible by users with valid login credentials to the Axon Fusus interface.

Does Axon Fusus employ any facial recognition technology?

Axon Fusus does not employ or integrate with any native facial recognition technology systems.

Does Axon Fusus utilize artificial intelligence?

Axon Fusus utilizes artificial intelligence to rapidly search video provided to the system by users in order to mitigate criminal activity. AI use cases exclude facial recognition, but may be utilized to automatically recognize weapons, vehicles of interest, etc.

Frequently Asked Questions (continued)

System Security

Is the Fusus CORE secure?

The data is secured with AES 256-bit encryption at rest, in transit, and in the Cloud. The CORE establishes a secure connection with TLS 1.3 allowing outbound traffic to AWS GovCloud. Once data reaches the Fusus CJIS-compliant cloud storage location, hosted on AWS Gov-Cloud servers, data is redundantly stored in multiple, geographically separated storage locations, or zones, to ensure over 99.9999% reliability and durability of data.

Is Fusus Secure?

Fusus, the platform departments will use to compile all relevant information in one place, adheres to the highest standards of security for access to, transfer, and sharing of Criminal Justice Information according to CJIS standards. All data that is accessible within Fusus is encrypted at rest, in transit, and in its cloud hosted location. Access to databases is restricted by strict networking rules. All Fusus by Axon Employees involved in CJIS-related software development undergo an extensive screening process, including background checks and fingerprinting.

Talking Points

About Axon Fusus and COMMUNITY CONNECT Camera Registry:

- Public safety is about people feeling and being safe in public. Axon Fusus, a Real-Time Crime Center Platform, integrates and enhances all public safety and investigations assets for law enforcement, first responders, and private security personnel.

- COMMUNITY CONNECT Camera Registry saves time and assists in investigations by creating a map of all public and registered private security cameras in a location. Camera owners can either register by location, or if they choose, be integrated into the system for real-time access (please see community involvement).

- Axon Fusus, when utilized within a Real Time Crime Center, integrates various data sources, such as cameras, sensors, social media feeds and other information systems, to provide a comprehensive and immediate view of ongoing criminal activities or emergencies. Ultimately, by aggregating all of this information into a single pane of glass for public safety, Axon Fusus can enhance situational awareness, improve response times and support proactive crime prevention efforts by leveraging up-to-the-minute information.

- Axon Fusus and the COMMUNITY CONNECT Registry is in use in hundreds of cities and counties including Atlanta, Miami, Cleveland, Minneapolis, and Orlando to name a few.

Community Involvement:

- Businesses and residents can support law enforcement in their community by registering their cameras via an online portal. Participation is voluntary and access and permissions can be changed or canceled at any time.

- There are two options:
  - A business or resident can register their camera to notify a law enforcement agency a camera is present at a location. The law enforcement agency can then contact the person after the incident occurs to obtain evidence or information in an investigation.
  - A business, resident or organization, gives law enforcement direct access to a camera feed in the event of an emergency. Using a CORE device which allows the conditional access, a camera owner can pre-set how and when their camera(s) are accessible to the department.

- The system is highly secure, and all activity within the system is restricted to qualified law enforcement users whose actions are tracked within secure audit logs, as per agency policy.

Benefits for Law Enforcement:

- Improved Response Times: With real-time data, officers can quickly assess situations and deploy resources where needed.

- Increased Public Trust: Transparency and community involvement in safety efforts foster trust and cooperation between residents and law enforcement.

Key Benefits for use with Real-Time Crime Center:

Real-time Crime Centers provide public safety with a centralized facility equipped with advanced technology and data analysis tools that enable law enforcement agencies to monitor and respond to incidents in real time.

- Combines feeds from CCTV, body-worn cameras, license plate readers, and public sources.
- Provides a comprehensive view of incidents as they unfold.
- Enables rapid search and automated alert capabilities.
- Enables residents to share real-time information and video feeds with law enforcement.
- Fosters a collaborative approach to public safety, enhancing trust between communities and police.
- Streamlines communication between officers in the field and analysts in the RTCC.
- Reduces response times and improves situational awareness.
- Facilitates timely dissemination of information to the public regarding ongoing incidents or safety alerts.

Steps Taken in Successful Implementations:

- Identify the specific needs and goals of the agency, prior to implementation.
- Ensure compatibility with existing systems and data sources.
- Provide thorough training for personnel on using Fusus and operating the RTCC.
- Engage with and educate the community to explain the benefits and encourage participation.
- Regularly assess the effectiveness of the system and make adjustments as needed.

School Communication Messaging

Parent Communication

Subject: Our Partnership with XXXX's COMMUNITY CONNECT Program

Dear [School Name] Families,

At [School Name], keeping our students and staff safe is always our top priority. That's why we're partnering with the XXXX Police Department's (XXPD) COMMUNITY CONNECT Program, a public safety initiative designed to improve emergency response and help first responders get the information they need when it matters most.

What is COMMUNITY CONNECT, and How Does It Work?

COMMUNITY CONNECT is a program that allows schools, businesses, and community members to voluntarily register their security cameras with XXPD through a secure system. For schools like ours, this partnership includes using a Fusus CORE device, which allows law enforcement to access live security camera feeds in an emergency situation. This helps first responders react faster and more effectively to keep everyone safe. This system does not give law enforcement routine access to our school's security cameras. Instead, it's a tool we can use only when needed to improve safety and emergency response.

How This Benefits Our School Community

Faster Emergency Response: In a crisis, first responders have access to real-time security information, reducing response times and improving situational awareness.

Increased Security Collaboration: Our partnership with XXPD strengthens our ability to protect students and staff in coordination with law enforcement.

Privacy and Control: The school maintains full control over security settings, and cameras are accessible in emergency situations—not for routine monitoring.

We are proud to take proactive steps toward a safer school environment through this partnership. Please see the FAQ section below for more details on how this program works. If you have any questions, contact [School/District Contact Person] at [email/phone].

Thank you for being a part of our [School Name] family and for supporting school safety initiatives.

Sincerely,

[Your Name]
[Your Title]
[School Name/District]

School Communication Messaging

Press Release Template

[School District Name] Partners with XXPD's COMMUNITY CONNECT Program to Enhance School Safety
[City, State]
[School District Name] is proud to announce its partnership with the [City Name] Police Department's (XXPD) COMMUNITY CONNECT Program, a public safety initiative designed to enhance emergency response and provide first responders with critical real-time information when it matters most.

"At [School District Name], the safety and well-being of our students and staff remain our highest priority," said [Superintendent/Principal Name, Title]. "This partnership allows us to strengthen our security measures and improve emergency response coordination, ensuring a safer school environment for all."

or

"This program is about being proactive when it comes to school safety," said [XXXXX]. "By working together, we can enhance the speed and effectiveness of emergency response while ensuring the privacy and security of students and staff."

How COMMUNITY CONNECT Works

COMMUNITY CONNECT enables schools, businesses, and residents to voluntarily register their security cameras with XXPD via a secure system. Schools participating in the program, including those in [School District Name], will integrate a Fusus CORE device, allowing law enforcement to access live security camera feeds in an emergency situation. This technology enhances first responders' ability to assess and react to emergencies more effectively and efficiently.

Key Benefits of the Partnership

- Faster Emergency Response – First responders will have emergency access to real-time camera feeds, improving situational awareness and reducing response times.
- Enhanced Coordination – Strengthens collaboration between school administrators and law enforcement, ensuring a more efficient emergency response strategy.
- Privacy and Control – The school maintains full control of security settings and cameras are only accessed in active emergencies—not for routine monitoring.

School Communication Messaging

Press Release Template (continued)

Privacy and Security Measures

The Fusus CORE system does not allow for routine surveillance by law enforcement. Additionally, the system uses AES 256-bit encryption and is compliant with CJIS (Criminal Justice Information Services) security standards, ensuring all data remains secure and protected against unauthorized access.

Community Engagement and Support

As part of this initiative, [School District Name] encourages parents and community members to learn more about the COMMUNITY CONNECT Program and how it contributes to school safety. An FAQ section detailing the program and its security features is available at [District Website or Contact Information].

For further information, please contact [School/District Contact Person] at [email/phone].

Social Media Template

🚨A Safer School, Together! 🚨

[School Name] is teaming up with the XX Police Department's COMMUNITY CONNECT Program to help first responders react faster in emergencies. This program only gives law enforcement access to security info when it's truly needed, making sure safety stays a top priority.

- ✅ Faster emergency response
- ✅ Better coordination with first responders
- ✅ Privacy and security always come first

We're committed to keeping our school a safe place to learn and grow!

Learn more here:
[Link to district website or FAQ]

#SchoolSafety #CommunityConnect #XXXPD #ConnectXXXX

School Communication Messaging

Frequently Asked Questions (FAQ)

1. What is the COMMUNITY CONNECT Program?

The COMMUNITY CONNECT Program is a public safety initiative by the XXX Police Department (XXPD), powered by Axon Fusus technology. It allows schools, businesses, and residents to voluntarily register security cameras with XXPD, helping law enforcement quickly locate cameras near an incident. Schools that opt in can also integrate a Fusus CORE device, which allows real-time access to security footage in emergencies.

2. What is Fusus, and how does it work?

Fusus is a public safety technology platform that connects security systems with law enforcement to enhance emergency response. Schools using Fusus CORE can allow XXPD access to live security feeds during emergencies, improving response times and situational awareness.

3. How does this partnership improve school safety?

By providing first responders with critical, real-time information during emergencies, this system helps law enforcement respond faster and more effectively.

4. Can the police monitor school cameras at any time?

No. XXPD cannot access school cameras for routine surveillance.

5. Will this affect student privacy?

No. The system is designed with privacy in mind. Cameras remain under the school's control.

6. How does this differ from the regular camera registry?

The camera registry is a voluntary program where residents and businesses register their camera locations with XXPD. This registry does not grant live access to police—officers must request recorded footage if an incident occurs nearby.

The Fusus CORE device, however, allows real-time streaming with permission and in emergency situations, giving law enforcement critical information.

7. Is this program secure?

Yes. The Fusus system uses AES 256-bit encryption and is compliant with CJIS (Criminal Justice Information Services) security standards. All data is encrypted and stored securely, ensuring it is protected against unauthorized access.

8. Does Fusus use facial recognition?

No. Fusus does not use facial recognition technology.

9. Can parents be notified if the system is used during an emergency?

Yes. If an emergency occurs, the school will follow its standard emergency communication procedures to keep families informed.

10. Where can I get more information?

For additional details about this partnership or school safety initiatives, please contact [School/District Contact Person] at [email/phone].

Business Engagement Emails

Please utilize the following templates to encourage community participation in the program. Utilizing lists from your department, local chamber of commerce or local business association are all great places to start.

Email #1 // Business

Subject: [Agency/City Name] Launches New Camera Registry Program to Enhance Public Safety

Hi "First Name",

The number one priority of the [Agency/City Name] is keeping you and our community safe. As part of that mission, we are launching CONNECT XXXXXX, a camera registry program where you can connect and protect your business more effectively.

As a first step towards creating a safer community, we invite you to register your public area-facing security cameras with our department, so investigators can easily contact you if an emergency incident occurs at or near your place of business.

REGISTRY LINK

Registration does not mean we have access to your cameras - we will only know a camera is present at your location in the event of an emergency or crisis situation.

Please reach out to me directly if you have any questions or concerns and I will be happy to assist you.

Thank you,

Name, Rank
Agency Name
Division
Contact Information

Business Engagement Emails

Please utilize the following templates to encourage community participation in the program. Utilizing lists from your department, local chamber of commerce or local business association are all great places to start.

Email #2 // Sent 7–10 Days After Email #1

Subject: [Agency/City Name] COMMUNITY CONNECT Program

As we work to make your community safer and protect your family and your business, we would like to show you the benefits of registering your security cameras with CONNECT XXXXXX.

First of all, let us assure you that registering your cameras is completely safe and confidential. It does not give anyone live access to them - it simply means our investigators can identify where cameras are located in case of an incident, and request recordings via a digital drop-box link sent to you directly.

REGISTRY LINK

Please don't hesitate to reach out to me directly with any questions or concerns.

Thank you,

Name, Rank
Agency Name
Division
Contact Information

Business Engagement Emails

Please utilize the following templates to encourage community participation in the program. Utilizing lists from your department, local chamber of commerce or local business association are all great places to start.

Email #3 // Sent 7–10 Days After Email #1

Subject: Get More Out Of Your Security Camera Investment

Hi "First Name",

If you have already registered your security cameras, we invite you to visit the "[Agency/City Name] Camera Registry Program" and upgrade to our CORE Security Program.

The CORE program is a force-multiplier that enables you to get more out of your security camera investment. Participation in the program allows you to share your live security camera feed with [Agency/City Name] in emergency situations to help officers respond more efficiently and effectively. Through the program's conditional access, camera's owners have the ability to choose how and when their cameras are accessible to the police department via their CORE device.

REGISTRY LINK

The goal is to provide an increased level of community safety, with officers having more situational awareness when rapidly responding to criminal activity at your location.

The [Agency/City Name] is excited to be partnering with local businesses in an effort to keep our communities safer.

Thank you,

Name, Rank
Agency Name
Division
Contact Information

Business Invitation Letter

COMMUNITY CONNECT - Business Invitation Letter

We request your participation in [Agency/City Name]'s newest public safety program.

[Agency/City Name] has launched a new public safety program to keep our neighborhoods, businesses & residents safe. We invite you to participate in Connect XXXXX, our COMMUNITY CONNECT program, which will allow you to register a camera or easily share security camera feeds with us in case of an incident at your location.

How does it work?

- The [Agency/City Name] will provide you with a CORE device at [no cost/specify cost].
- The CORE device will be hooked into your video security network. Setup is quick and easy, and typically takes under an hour.
- Once it is set up, the CORE will enable you to share live video feeds with the police department in emergencies to improve employee safety and Police response.
- Access to your cameras is conditional upon mutual agreement between you and the [Agency/City Name].
- Conditional access means the camera's owner has the ability to choose how and when their cameras are accessible to the police department via their CORE device.
- There will be no impact to your network- the device uses a secure network to transmit alerts and video.

Participating in the COMMUNITY CONNECT safety program will help us to respond to incidents at your location faster and equip our officers with advance knowledge of the situation. It is designed to keep our residents and business owners safer and build closer ties to the community.

Getting Started

Please provide us with a contact from your organization, so we can discuss you registering a camera online and/or joining in the program.

Best Regards,

Name, Rank
Agency Name
Division
Contact Information

Press Release Template

FOR IMMEDIATE RELEASE

[City] Police Department Launches COMMUNITY CONNECT Program to Enhance Public Safety

[City, Date] – The [City] Police Department today announced the official launch of its latest public safety initiative, the COMMUNITY CONNECT Program, powered by Axon Fusus. This Real-Time Crime Center Cloud platform is designed to provide critical, actionable information that can assist the department in investigations, improves emergency response times and strengthens community safety.

As part of this initiative, residents and business owners can voluntarily register their security cameras with the police department through a secure online portal ([insert website]). By participating, they help create a real-time map of available cameras that can be used to locate potential evidence, reducing the need for time-consuming door-to-door canvassing. This allows officers to focus on solving crimes and responding to emergencies more efficiently.

Registering a camera does not grant live video access to the police department. It simply provides investigators with camera location information. If an incident occurs near a registered camera, officers can then contact the owner to request recorded footage that could assist in the investigation. Any video files provided will remain confidential and will only be used for law enforcement purposes in criminal investigations or emergency situations.

“Building a strong partnership between our community and law enforcement is key to a safer city,” said [Police Official’s Name & Title]. “By participating in this program, residents and business owners play an active role in public safety, helping us solve crimes more efficiently and improve emergency response times. I encourage everyone with security cameras to take part in this initiative.”

In addition to the camera registry, the [City] Police Department is offering residents and businesses the option to upgrade their security systems to allow live video access only in emergencies. This feature, enabled through a small CORE device, gives camera owners the ability to share live feeds with law enforcement in critical situations, such as active threats or ongoing emergencies. Participants have full control over when and how their cameras are accessed, ensuring privacy while improving safety.

The COMMUNITY CONNECT Program is part of a broader effort to modernize public safety technology and improve law enforcement efficiency. The Axon Fusus platform integrates multiple security and data sources into a single interface, combining public and private video feeds with tools such as 911 and Computer-Aided Dispatch (CAD) integration, officer geolocation, body-worn camera footage, gunfire detection sensors and social media monitoring. These capabilities enable officers to assess situations in real time, leading to faster response times and improved situational awareness.

Residents can also contribute to public safety by submitting crime tips through the program’s multi-media reporting feature. Suspicious activity can be reported via text messages, photos, or videos through [Insert Tip Line], providing law enforcement with real-time intelligence that enhances investigations.

Press Release Template (continued)

To help businesses and residents understand and participate in this voluntary program, the [City] Police Department will conduct community outreach efforts, including direct phone outreach by COMMUNITY CONNECT Advocates. These advocates will inform local businesses about the program and assist with camera registration over the phone if requested.

The COMMUNITY CONNECT Program has been successfully implemented in cities such as Atlanta, Miami, New York, Cleveland, Minneapolis, and Orlando, demonstrating its effectiveness in enhancing public safety and fostering strong police-community collaboration.

To register a camera or learn more about the program, visit [insert website], email [insert email], or call [insert phone number].

About the [City] Police Department

[Insert department mission statement or a brief overview of its role in community safety.]

Social Media Templates

Facebook Post

The [City] Police Department is launching the COMMUNITY CONNECT Program to improve public safety and strengthen partnerships with our residents and businesses. By registering your security cameras, you can help officers quickly locate possible evidence, assist in investigations and help to keep our city safe.

- Register your cameras online, securely and easily.
- Help to reduce crime and assist in investigations
- Strengthen partnerships between the community and law enforcement.

Join us in making [City] a safer place! Register your cameras today at [insert website].

Social Media Templates (continued)

X (Twitter) Post

Help make [City] safer! (or Connect to Protect XXXX / Connect XXXXX)
The [City] Police Department is launching the COMMUNITY CONNECT Program! Register your security cameras to help XPD in investigations and help keep our city safe.

- Fast, easy online camera registration
- Build a stronger, safer community

Join today at [insert website]!

Instagram Post

Help Protect Your Community!
The [City] Police Department is launching the COMMUNITY CONNECT Program, giving residents & businesses a way to assist investigations and improve response times by registering their security cameras.

- Fast & easy online registration
- Be part of a safer, stronger community
- Support faster police response & investigations

Be a part of a safer [City]! Register today at [insert website].

[Use an engaging image or carousel explaining the program]

Nextdoor Post

[City] Residents & Businesses – Help Us Keep Our Community Safe!

The [City] Police Department is introducing the COMMUNITY CONNECT Program, a new public safety program allowing residents & businesses to register their security cameras to help solve crimes and keep our neighborhoods safe.

- Quick & secure online camera registration
- Support police investigations & emergency responses
- Work together to build a stronger community

By participating, you help officers respond faster, gather evidence more efficiently and keep our community secure. Join us today at [insert website]!

Let's work together for a safer [City]!

Mock Graphic Assets

PHASE 1 // COMMUNITY CONNECT Camera Integration Program Frequently Asked Questions

This document is to be used for internal use to draft messaging for camera integration for businesses, organizations, or schools. This is not for community camera registration use, which does not include live camera feeds.

POLICE

AXON FUSUS COMMUNITY CONNECT PROGRAM

HELPING TO CREATE A SAFER, MORE CONNECTED COMMUNITY

A safer, more connected community is only a few steps away, all while using existing equipment

Participating in the Axon Fusus Community Connect Program enables law enforcement to respond to incidents at various community locations faster, equips officers with advance knowledge of the situation, helps keep our residents and business owners safer, and builds closer ties within our community.

What is the Axon Fusus Community Connect Donor Site Initiative?

The Axon Fusus Community Connect Donor Site Initiative is a partnership directly with the Metropolis Police Department. The program enables you to share live video feeds with law enforcement in emergencies to improve community safety and situational awareness for the Metropolis Police Department.

What do I need to participate in the program?

A fususCORE will be provided to you, this appliance will create the virtual bridge in between your business and the Metropolis Police Department in case of any emergency.

Will this impact my network?

There will be no impact to your network, the appliance builds a separate tunnel on a secure network to transmit alerts and video to law enforcement.

What are some locations I can consider for the Donor Site Initiative?

- Apartment Complexes/Housing Communities
- Public/Private Schools
- Day Cares
- Convenience Stores/Gas Stations
- Restaurants/Bars/Lounges
- Retail Locations

What is Axon Fusus and how does it work?

Scan the QR Code to the left to view or enter all necessary information needed for each donor site.

For more information or to schedule an installation, contact Axon Fusus directly with the information below.

Axon Fusus Community Connect | +1 (555) 555 – 5555

THIS DOCUMENT IS FOR INTERNAL USE ONLY

Mock Graphic Assets

PHASE 1 // COMMUNITY CONNECT Camera Integration Program Explainer

This document is meant to share with the public to explain the camera integration program. This is not to explain the community camera registration use, which does not include live camera feeds.

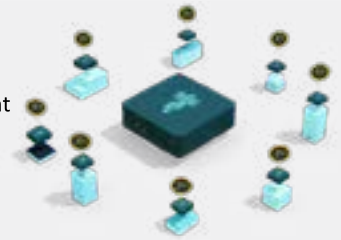
POLICE

AXON FUSUS COMMUNITY CONNECT PROGRAM

COLLABORATING TO KEEP METROPOLIS SAFE

Help create a safer Metropolis by enrolling in our Community Camera Sharing Program!

Sharing your camera feed enables the Metropolis Police Department to respond to incidents at your location faster and equips officers with advance knowledge of the situation. It will keep our residents and business owners safer and build closer ties within our community.

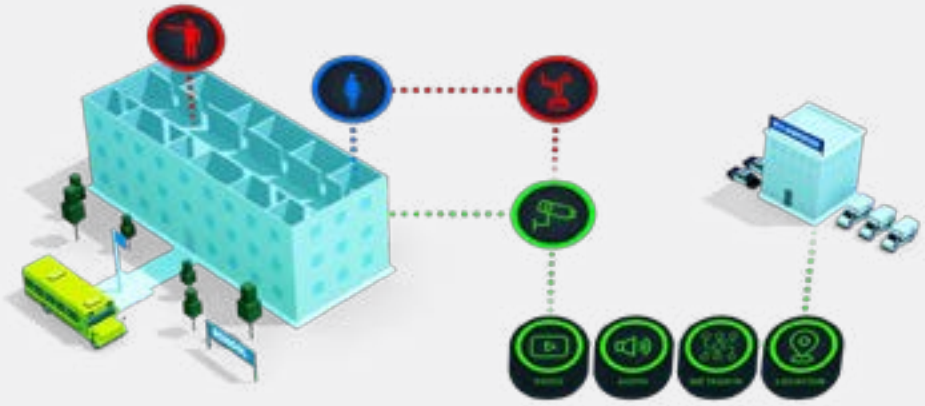


INCREASING SAFETY. RESPECTING PRIVACY.

- Our new Connect Metropolis Program enables you to share live video feeds with the Metropolis Police Department in emergencies to improve community safety and law enforcement response.
- Access to your cameras is conditional upon mutual agreement between you and the Metropolis Police Department and will only be accessed for proactive monitoring for criminal activity, during a criminal incident or emergency at your location.

What is Axon Fusus and how does it work?

Scan the QR Code to watch a short video.



Axon Fusus Community Connect | +1 (555) 555 – 5555

Mock Graphic Assets

PHASE 2 // COMMUNITY CONNECT Camera Registration Poster

This document is meant to shared with the public to encourage camera registration. This does not include live camera feeds/integration, only registration of camera locations. This can be used for social media postings.

Mock Graphic Assets

PHASE 2 // COMMUNITY CONNECT Program Poster

This document is meant to be shared with the public to explain both program options, camera registration and camera integration (live feeds). This can be used for social media postings.

Mock Graphic Assets

PHASE 2 // COMMUNITY CONNECT Camera Registration Business Cards

This document is meant to be shared with community members following calls. This highlights the registration of security cameras.

Mock Graphic Assets

PHASE 2 // COMMUNITY CONNECT Camera Registration Program Door Hangers

Mock Graphic Assets

PHASE 2 // Community Alliance Sticker

axon.com

STAFF REPORT

MEETING: City Council - April 7, 2026

TITLE:
Briefing on Health Inspection Procedures

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.**

STAFF RESPONSIBLE:

BACKGROUND/HISTORY:
This briefing will help provide an overview of the health inspection process and will also help the Council and the public to gain a better understanding of the common issues that arise. The presentation will also shed light on upcoming legislative changes and will provide an opportunity for education on all aspects of health permitting.

POLICY EXPLANATION:
The City of Duncanville conducts health inspections in alignment with Texas Food Establishment rules and regulations (TFER).

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:
2026-03-24 Presentation Health

HEALTH INSPECTIONS OVERVIEW

APRIL 7, 2026

KIKI SMITH, MPH/RS, HEALTH INSPECTOR

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

Health Inspector

- Protect and Promote a healthier living with the community
- Holds a B.S in Hotel/Restaurant Management; Masters degree in Public Health.
- Over 14 years of experience as a Health Inspector.
- Licensed by the State of Texas as a Registered Sanitarian; Noncommercial Pesticide Applicator licensed from Texas Department of Agriculture; and Certified Pool Operator.
- Governed by Federal(FDA) and State(DSHS) laws and regulations

Other Health Professional Titles

- Environmental Health Official
- Public Health Officer
- Registered Sanitarian

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Health Inspector Responsibilities

- Educate business owners and persons in charge on regulatory changes to ensure compliance.
- Help prevent foodborne illness and related deaths(E.coli, Listeria, Norovirus, Salmonella, and Shigella).
- Enforce rule and regulation to protect the community, such as the Highly Susceptible Population(children, elderly, and people with weakened immune systems.

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Roles

Conduct Routine and Complaint Inspections: Perform routine and unannounced, in-person inspections of restaurants, schools, daycares, swimming pools, and mosquito.

Plan Reviews: Review plans to ensure compliance with the local and state codes. Evaluate layouts food equipment specifications, plumbing to verify the meet the requirements for health and safety prior to approval and permitting.

Enforcement Action: Identify violations, document findings in reports, and take action such as issuing citations, fines, or suspending permits/licenses.

Investigating Hazards: Investigate complaints such as foodborne mosquito, swimming pool, and other potential health hazards to determine the cause of public health risks.

Sample Collection & Testing: Collect water testing (pools), food, and environmental samples to ensure safety standards.

Monitoring Compliance: Ensure that businesses are following regulations regarding waste management, food handling, and sanitization.

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Common City of Duncanville Health Violation

1. **Operating without a valid C/O and required equipment.**
   - Establishment changed ownership without obtaining valid Certificate of Occupancy.
     - Ownership verified through Sales and Use Tax and ,in some cases through DCAD.
   - No handwashing sink conveniently located in dispensing, food preparation, and warewashing area or sink blocked by dishes and not accessible to employees.
     - 228.148(a) Hand washing facilities. A hand washing facility shall be located: to allow convenient use by employees in food preparation, food dispensing, and ware washing areas (TFER,2015).
   - Mop water observed being dumped in a three-compartment sink used for food preparation and equipment cleaning, or outside instead of a designated mop/service sink.

City of Duncanville

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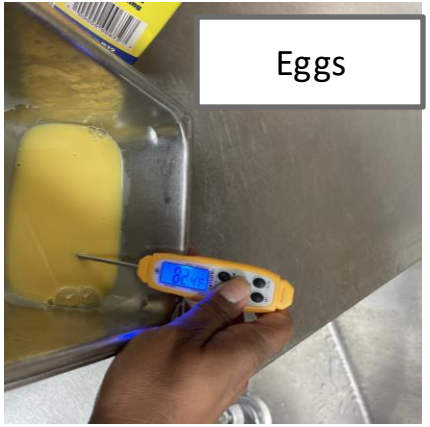
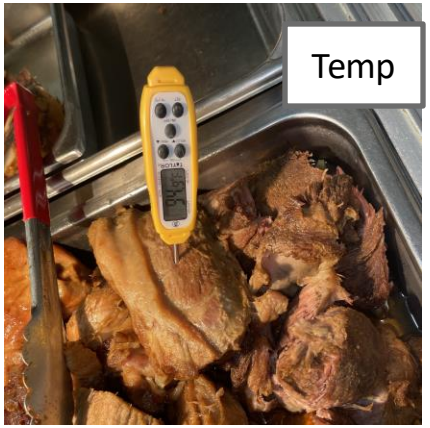
City of Champions

Common City of Duncanville Health Violation

2. Improper Temperatures

- Cold Temperatures Example: Refrigerated foods such as cooked chicken or dairy products stored above 41°F in a cooler.
- Hot holding temperatures – Example: Cooked foods such as rice, beans, or meat held on a steam table below 135°F.
- Expired food items stored in walk-in cooler past seven days.





City of Duncanville

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Common City of Duncanville Health Violation

3. Lack of Grease Traps/Servicing

- Establishments operating without a grease interceptor or grease trap overflowing and allowing grease to enter the sanitary sewer system.
  - TCEQ requires grease trap to be serviced ever 90 days or more frequently .
  - The City is responsible for ensuring that no user may intentionally or unintentionally allow the direct or indirect discharge of any petroleum oil, nonbiodegradable cutting oil, mineral oil, or any fats, oils, or greases of animal or vegetable origin into the sanitary sewer system.
- Grease traps are required to be installed outside due the gases produced within the trap. Outside installation allows proper servicing access without causing odors inside the establishments.
- Ensure they are appropriately sized to allow expansion for future menu expansion, reducing the need for replacement , if the unit is undersized.

City of Duncanville

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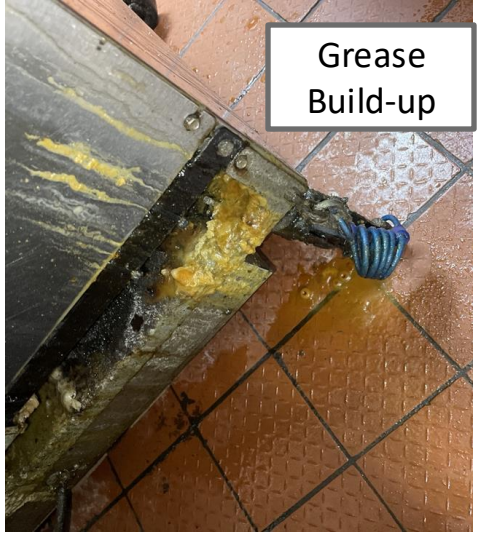

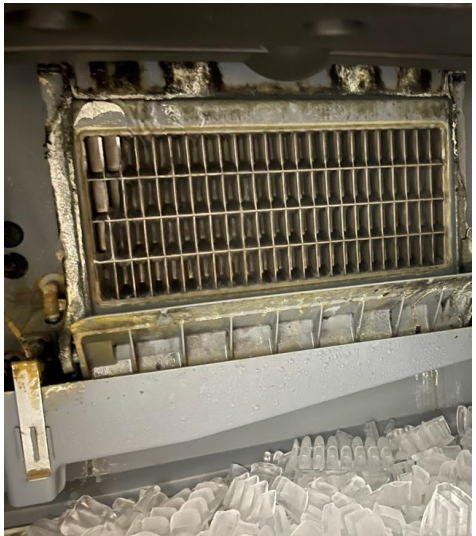

Common City of Duncanville Health Violation

4. **Lack of Cleaning/Repairs**
   - Mold or slime buildup inside the ice bin or on the ice chute.
   - Food Equipment -Food debris and grease buildup on slicers, grills, or prep tables.
   - Unnecessary articles stored in establishment

Common City of Duncanville Health Violations

5. Mobile Food Units Ordinance Violations

- Mobile Food Vendors were observed utilizing electrical outlets attached to building and leaving them unattended overnight.
  - Sec 12-293(3) Electricity shall be from a generator, and the mobile food vendor shall utilize electrical cords in conformance with the National Electrical Code and the International Code Council Electrical Code.
- Falsified Documentation: Vendor providing notarized documents that was not authorized or signed by the property owner.
  - Sec 12-296(4) Providing false, misleading or inaccurate information to the city.

City of Duncanville

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City of Champions

Common Complaints

6. Complaints regarding issues

- Refusal to repair violations to bring the establishment back to compliance such as proper detail cleaning and repairs to building.
  - Sec 12-32 (c) All existing food establishments in the city shall comply with all the minimum construction standards of section 12-31 on or before October 11, 2015. This requirement includes all establishments constructed hereafter or existing as of the effective date of this section.
  - Lack of enforcement from previous years
- Application Resubmittals -Fail to provide all the required documents
  - Required to be placed in the queue for review when documents are missing resubmitted
  - Missing required document: Sales Tax, Commissary approval forms.
  - Scaled detailed Floor Plan for Certificate of Occupancy.
  - Falsifying Document to rush the review and application process.
- Fail to submit application for events within 15 days.
  - Submit, application the same week of the event.
  - Unable to schedule inspection within the same week.
  - Document may be missing.

New Laws and Regulations

- HB 272 regarding mobile food unit and Cottage Food Law.
  - Only one permit will be required for Mobile Food Unit(MFU) to operate in Texas. The permit will be issued by the *Department of State and Health Services*(DSHS).
  - DSHS will have jurisdiction over compliance for MFU after July 1,2026.
  - Cottage Food Law allows a wider variety of prepackaged goods to be sold directly to the customers.
- Texas Food Establishment Rules(TFER) updates are underway for new food code.
  - Plans are to adopt 2021code. DSHS is currently working on new food code.
    - There is *No Grandfather* clause with health, all establishment will be required to comply after the code is adopted.

City of Duncanville

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Thank you

Any questions?

City of Duncanville

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - April 7, 2026

TITLE:
City Council shall convene into closed session pursuant to Section 551.072, 551.087 to deliberate the purchase, exchange, or lease of real properties, being located east of Santa Fe Trail, north of Danieldale Road, west of Cockrell Hill Road, and south of W Redbird LN, 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 - April 7, 2026

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

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

Pillar:

STAFF RESPONSIBLE:

BACKGROUND/HISTORY:

POLICY EXPLANATION:

FUNDING SOURCE:

ACTION ALTERNATIVES:

ATTACHMENTS:
None

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, the global community continues to face extraordinary challenges such as environmental degradation, extreme weather events, resource shortages, and global health issues; and

WHEREAS, the City of Duncanville recognizes the important role that our natural environment plays in maintaining a healthy society and strong economy; and

WHEREAS, all people, regardless of race, gender, income, or geography, have a right to a healthy, sustainable environment with economic growth and opportunity; and

WHEREAS, we are all caretakers of our planet and have an obligation to combat climate change and environmental degradation to preserve the earth's beauty and resources; and

WHEREAS, Earth Day is a time to celebrate the goal of inspiring environmental awareness and encouraging the conservation, protection, and appreciation of our natural resources; and

WHEREAS, a sustainable environment can be achieved on the individual level through educational efforts, public policy, and it is the responsibility of each of us to safeguard our environment and resources.

NOW, THEREFORE, I, Greg Contreras, Mayor of the City of Duncanville, Texas, do hereby proclaim April 22, 2026 as

EARTH DAY IN DUNCANVILLE

and encourage all businesses, institutions, and individuals to celebrate the Earth through one's own actions and in support of the City's ongoing sustainability initiatives.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 7th day of April, 2026.

Mayor, The City of Duncanville

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, the term "victim" is more than just a label and has legal standing and protections that go along with it; and

WHEREAS, crime victims' rights act passed here in Texas and at the federal level guarantee victims the right to meaningfully participate in the criminal justice process; and

WHEREAS, victim service providers, advocates, law enforcement officers, attorneys, and other allied professionals can help survivors find their justice by enforcing these rights; and

WHEREAS, victim service providers and allied professionals can reach more victims through innovative, trauma-informed programs, such as telehealth services and multidisciplinary teams; and

WHEREAS, victim service providers and allied professionals can increase access to victim services and compensation in areas that have been historically underserved, marginalized, and adversely affected by inequality by implementing culturally responsive services; and

WHEREAS, equity and inclusion are fundamental prerequisites to survivor care, and survivor-led services that provide victims with opportunities to share their experiences are essential blueprints for support; and

WHEREAS, National Crime Victims' Rights Week provides an opportunity to recommit to ensuring that accessible, appropriate, and trauma-informed services are offered to all victims of crime; and

WHEREAS, The City of Duncanville is hereby dedicated to helping crime survivors find their justice by enforcing victims' rights, expanding access to services, and ensuring equipty and inclusion for all.

NOW, THEREFORE, I, Greg Contreras, Mayor of the City of Duncanville, Texas do hereby proclaim April 19-25, 2026 as

CRIME VICTIMS' RIGHTS WEEK

reaffirming the City of Duncanville's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and expressing our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 7th day of April, 2026.

Mayor, The City of Duncanville

Duncanville City Council Special Meeting Minutes
Tuesday, March 10, 2026

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Tuesday, March 10, 2026, at 5:30 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 Don McBurnett
	Councilmember Karen Cherry-Brown
Council Arriving At:	
Council Absent:	Councilmember Joe Veracruz
	Councilmember Jeremy Koontz
	Councilmember Kyle Pennebaker

1. CALL TO ORDER

2. RECEIVE PUBLIC COMMENTS

No public comments

3. CONDUCT INTERVIEWS AND DISCUSS APPOINTMENTS FOR THE BOARD AND COMMISSION APPLICANTS FOR THE FOLLOWING AD HOC COMMITTEES:
Comprehensive Plan Implementation Committee

Interviews conducted.

4. DISCUSS APPOINTMENTS, DISMISSALS, DUTIES AND/OR ELIMINATION OF POSSIBLE BOARDS.

5. EXECUTIVE SESSION

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

No executive session held.

ADJOURNMENT

The meeting was adjourned at 7:23 p.m.

APPROVED:

_____
CITY SECRETARY

DRAFT

Duncanville City Council Meeting Minutes
Tuesday, March 17, 2026

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, March 17, 2026, at 5:00 PM in the Council Briefing Room at City Hall with a quorum to wit:

Council Present:	Mayor Greg Contreras Mayor Pro-Tem DeMonica Gooden Councilmember Joe Veracruz Councilmember Don McBurnett Councilmember Karen Cherry-Brown Councilmember Kyle Pennebaker
Council Arriving At:	Councilmember Jeremy Koontz arrived at 5:01 p.m.

Council Absent:

WORK SESSION / BRIEFING

EXECUTIVE SESSION

The Executive Session was called into session at 5:01 p.m., and Mayor Contreras read the item into the record.
The Council recessed the Executive Session at 6:33 p.m. to convene the briefing session.

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.

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.

Mayor Contreras reconvened the Executive Session at 8:43 p.m.
The Executive Session was closed at 9:42 p.m.

1. DISCUSS AGENDA ITEMS

Mayor Contreras convened the briefing session at 6:41 pm and read the item into the record. Assistant City Manager Mark Rauscher reviewed each item.

DRAFT

2. CITY COUNCIL CALENDAR

A. March 2026 & April 2026 Calendars

City Secretary Chiquita Taylor reviewed the council calendar.

3. BRIEFINGS / PRESENTATIONS

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

Presented by Project Manager Angel Deal.

Mayor Contreras closed the briefing session at 7:12 pm.

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 7:22 p.m. with Mayor Contreras presiding.

Pastor Larry Sadberry with the Family of Christian Center Church delivered the Invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

4. REPORTS

A. Mayor's Report
Mayor Contreras commented on the loss and services for Steve Martin, former president of the Duncanville Chamber of Commerce.

B. Councilmembers' Report
Councilmember McBurnett also commented on the persons lost in the city recently, including Mr. Steve Martin, Dan Bartlett, and Steve Sutherland. He reviewed upcoming events in the city and thanked the Animal Services personnel for their professionalism when dealing with the public.
Councilmember Pennebaker also commented on the passing of Steve Martin and stated that his legacy will continue with Duncan Switch. It will be moved this week to Armstrong Park. Mayor Pro Tem Gooden thanked the National Association of the Negro Professional Women's Club for having their event in Duncanville.

C. City Manager's Report
Mr. Rauscher reported that the Library is working on a community needs assessment and encouraged citizens to complete the survey on the city website and participate in the upcoming focus groups. He recognized Joe

DRAFT

Scott with Code Enforcement for the new Saturday schedule and Breanna Davis with the Public Works department for graduating from the Lean Six Sigma Program. He also congratulated Assistant Police Chief Robert Byrd on being promoted this week.

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.

Presented by Assistant Director of Parks and Recreation Tyler Agee.

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

Presented by Managing Director of Fiscal Services/CFO Richard Jackson and Todd Pruitt, CPA with Pattillo, Brown, and Hill. Mr. Jackson introduced the staff of the Fiscal Services Department of Duncanville and the awards received this year. Mr. Pruitt reviewed Annual Comprehensive Audit.

C. Arts Commission Annual Report

Presented by Arts Commission Chair Angela Thorpe-Harris.

6. CITIZENS' INPUT

Marlyse Gordon 1751 Crescent Ln
Commend EMS and others

Leon Turner 700 N. Clark Rd.
Fieldhouse

Tonya Price 2300 Discovery Blvd. Rowlett, TX
Fieldhouse

Carla Williams 1158 Hidden Ridge Irving, TX
Fieldhouse

Charlotte Stevens Dallas, TX
Fieldhouse

George Vega 727 Fairwood Pl.
Parking

Silvia Robus 784 Fairwood Pl.
Parking

DRAFT

Daniel Rico 710 Fairwood Pl.
Parking

Pam McDonnell 726 Fairwood Pl.
Parking

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.

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

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

DRAFT

No action taken.

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.

Presented by Tyler Agee.

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

9. STAFF AND BOARD REPORTS

None

Mayor Contreras recessed the regular session at 8:35 p.m. to reconvene the Executive Session.

The regular session reconvened at 9:44 p.m.

ADJOURNMENT

The meeting was adjourned at 9:44 p.m.

APPROVED:

_____
CITY SECRETARY

DRAFT

STAFF REPORT

MEETING: City Council - April 7, 2026

TITLE:
Consider a Resolution to approve an agreement with On Duty Health for annual police officer medical assessments in the expenditure amount not to exceed $225,556.27 over 5 years.

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

Pillar:
Govern for the Future:

- **Use performance metrics and sound fiscal policy to build a resilient organization.**

STAFF RESPONSIBLE:
Ron Wilcots

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

Yearly cost breakdown:

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

Contingency Amount $225,556.27

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

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

FUNDING SOURCE:
ORG and Object Number
01055100-700450

Available Budget	**Purchase Amount**	**After Encumber**
$101,130.00	$37,737.00	$63,393.00

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

ATTACHMENTS:
On Duty Health Resolution, On Duty Health-Contract

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVES AN AGREEMENT WITH ON DUTY HEALTH FOR ANNUAL POLICE OFFICER MEDICAL ASSESSMENTS FOR A FIVE-YEAR TERM IN THE EXPENDITURE AMOUNT NOT TO EXCEED $225,556.27; PROVIDING FOR EXECUTION OF APPROPRIATE PURCHASE ORDERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide annual police officer medical assessments to all police sworn personnel; and

WHEREAS, the City of Duncanville has obtained a quote from On Duty Health for annual sworn police personnel medical assessments; and

WHEREAS, On Duty Health is the sole source provider of annual police officer medical assessments; and

WHEREAS, the City Council for the City of Duncanville desires to authorize a professional services agreement with On Duty Health for annual police officer medical assessments for an expenditure not to exceed $225,556.27.

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

Section 1. That the City Council for the City of Duncanville hereby approves an agreement with On Duty Health for annual police officer medical assessments for a five-year term with an estimated five-year full contract term expenditure not to exceed $225,556.27.

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

Section 2. That the City Council for the City of Duncanville hereby authorizes the Interim City Manager or his designee, to execute the appropriate and necessary contracts, documents and/or purchase orders.

Section 3. That the City Council for the City of Duncanville has budgeted funds, available in account 01055100-700450 for annual police office medical assessments; and

Section 4. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of April 2026.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Duncanville
City of Champions

POLICE DEPARTMENT MEMORANDUM

TO: Chief Matt Stogner MS
City Manager Richard Abernethy

FROM: Assistant Chief Ron Wilcots RW

SUBJECT: Sole Source Justification – Contract with On Duty Health

DATE: November 14, 2025

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

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

Sole Source Justification

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

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

ESTIMATE

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

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

Bill to
Duncanville, TX Police Department

Ship to
Duncanville, TX Police Department

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

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

		pelvic (women), testicular and prostate (men) , Radiology followup interpretation for irregular results, if indicated			
2.	**On Site Phlebotomy**	Sending phlebotomist on-site to perform draws and urinalysis	57	$29.00	$1,653.00
			Total		**$35,796.00**

Accepted date

Accepted by

ON DUTY HEALTH

MASTER TERMS AND CONDITIONS

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

1. Services. The Company shall provide the Customer's employees with certain services ("Services"). Services consist of those listed in the "Estimate" or "Proposal."

2. Employee List & Schedule. At least six (6) weeks before the Company performs the Services, the Customer shall provide the Company with a list of all employees that will receive the Services (based off of the "Roster Template" provided by the Company). At least two (2) weeks before the Company performs the Services, the Customer shall provide the Company with a Schedule of which Employees will be seen at what date and time (based off of the "Schedule Template" provided by the Company).

3. Modification and Cancellation of Proposal/Estimate. The Customer may cancel or modify the expected number of patients to be seen, in whole or in part, without penalty prior to **six (6) weeks out from the date set for receiving the Services** (Assessments Start Date)**. After this point, the Customer may not modify or cancel the expected number of patients to be seen** (numbers may be increased if needed, but not decreased)**, and shall be responsible for the fees for all Services described in the Proposal/Estimate.** If Customer has an Employee(s) who will miss the assessments due to sickness or other reasons, the Customer will hold a "credit" for that Employee, and may work with Company to schedule them for their assessments at another time and place. This credit will remain valid for two hundred (200) days from the start date of the current series of assessments.

4. Fee. The Customer shall pay the Company the fee set forth in the Proposal/Purchase Order for each Fitness Assessment. The Customer shall remit payment to the Company for all Services within thirty (30) days of receipt of the invoice. A 2% late fee charge will be assessed after 30 days, and for each month thereafter that the payment is delayed.

5. Equipment. The Company agrees to provide all equipment and supplies necessary for the assessments, **EXCEPT for a treadmill.** The Customer agrees to provide a properly functioning treadmill (with variable speed and variable incline) and adequate space for the assessments to be conducted.

6. Tardiness. All patients are encouraged to arrive for their appointed/assigned time slot at least 15 minutes prior to their start time, WITH all patient intake (online check-in) information filled out. Patients who arrive for their appointment later than 15 minutes after their start time will be turned away and urged to re-schedule (unless they were tardy due to a call....at On Duty Health, we respect the call). As is the case with any medical practice, it is important for us to keep our schedule running on time. If a patient is going to be tardy, please substitute another patient from later in the schedule if possible. If you need assistance with scheduling, please call our office at 512-655-3578.

7. Location Reciprocity. The Customer agrees to allow a small number of members from other departments, if any, to be seen on their premises. This allows for make-up physicals if a member missed at a nearby department, return to duty or new hire physicals. As such, other nearby departments will be granting such reciprocity to The Customer.

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

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

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

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

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

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

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

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

SIGNATURES:

City/Department/Organization:

Name (Printed) _____

Signature _____

Date _____

On Duty Health:

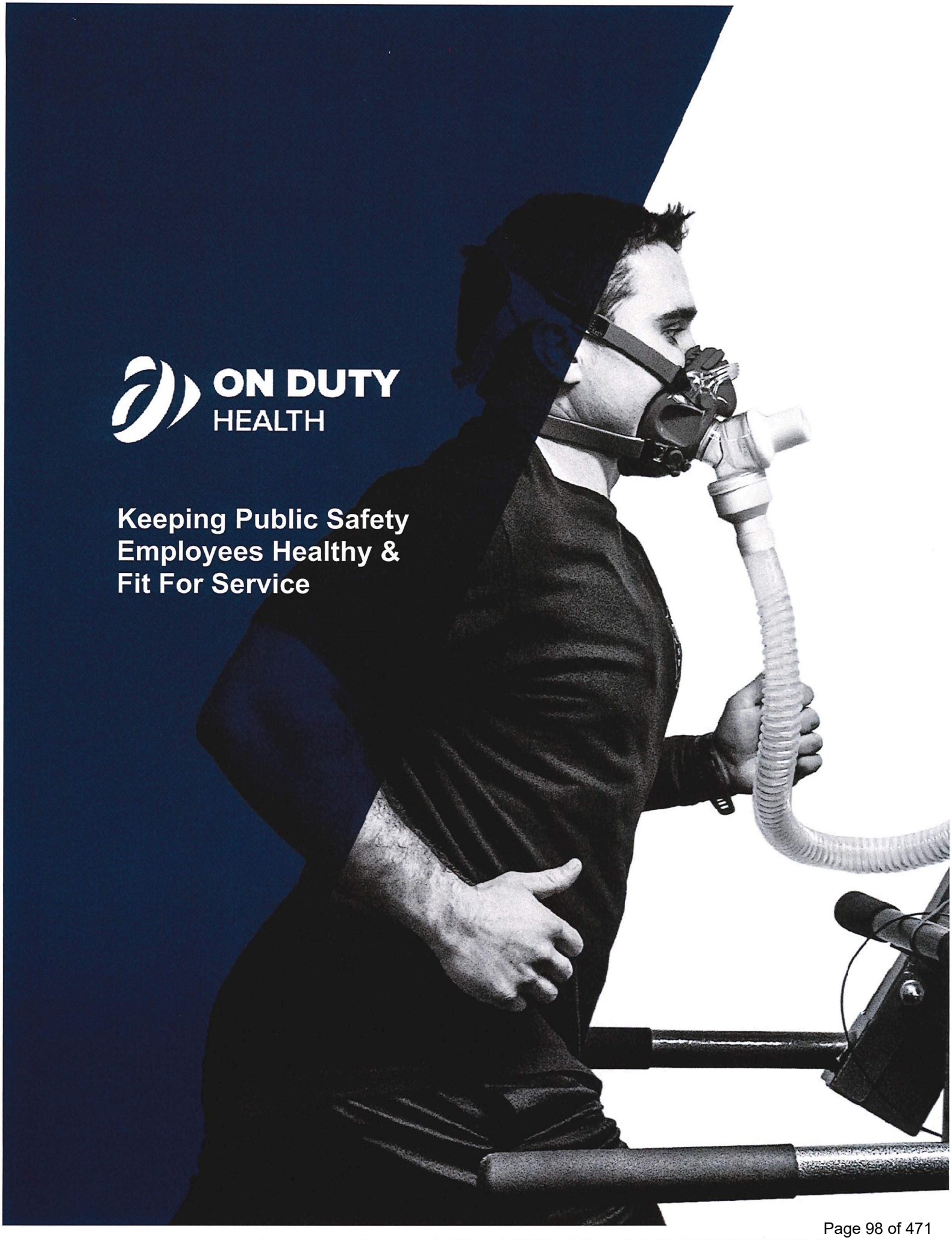
Name (Printed) _____

Signature _____

Date _____

ON DUTY
HEALTH

Keeping Public Safety Employees Healthy & Fit For Service



ON DUTY HEALTH

Keeping Public Safety Employees Healthy & Fit For Service

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

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

On Duty Health
First Responder Health

www.onduty.health

512.655.3578
info@onduty.health

Dear Public Safety Employee:

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

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

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

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

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

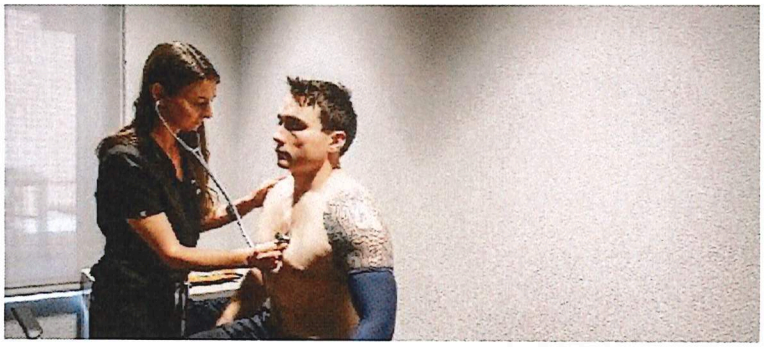
Again, thank you for your request. I'm hopeful that we'll be working together soon to help keep your team healthy and fit for service. And please don't hesitate to call or email us if you have any questions.

Highlights

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

Warm regards,

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



Company Profile

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

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

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

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

Health & Fitness Assessment

Description
Your Comprehensive Exam entails the following….
Labs & Urinalysis
• Urinalysis • Complete Blood Count: • Complete Metabolic Panel • Lipid Panel with LDL/HDL Ratio • A1C • Thyroid Stimulating Hormone • Prostate Specific Antigen **(male patients 40 and over)** • FIT Fecal Occult Screening Kit **(patients 40 and over)**
Full Physical
• Comprehensive Physical with Health History & Vitals • Titmus V2 Advanced Vision Testing • Audiometry Testing • Skin Cancer Assessment • Behavioral Health Assessment • Review of Results w/ Personalized Health Plan
Cardiopulmonary Screening & Fitness Assessment
• Cardiopulmonary Exercise Testing (CPET) consisting of 12-lead EKG treadmill/ stepmill stress test run to maximal volition utilizing WFI protocol, Blood Pressure readings, and TRUE VO2 Max Testing) • Pulmonary Function Testing (Spirometry) • Metabolic Analysis w/ Body Composition • Muscular Endurance, Strength and Flexibility Evaluation • Cardiology followup interpretation for irregular results
Ultrasound Enhanced Cancer Screening
• Ultrasound imaging of the carotid arteries, aorta & aortic aneurysm, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), testicular and prostate (men) • Radiology followup interpretation for irregular results

What to Expect

Labs & Urinalysis

- Labs are conducted a few weeks prior to the physical, so results will be available for review with the provider. This is a FASTING draw, so we recommend fasting 8 hours prior to the draw. Water is ok.
- Typical labs include:
  - CBC with differential, RBC indices and morphology, and platelet count
  - Electrolytes (Na, K, Cl, HCO_3, or CO_2)
  - Renal function (BUN, creatinine)
  - Glucose A1C
  - Liver function tests (ALT, AST, direct and indirect bilirubin, alk phos)
  - Total cholesterol, HDL, LDL, triglycerides
  - Thyroid Stimulating Hormone
  - Prostate Specific Antigen (male Public Safety Employees 40 and over)
  - FIT Fecal Occult Screening Kit for Colorectal Cancer Screening (Public Safety Employees 40 and over)

Physical Examination from Provider

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

Fitness Testing with Exercise Physiologist

- **Mandatory Pre-Evaluation Procedure**
  - It is required that all members are medically cleared through a medical evaluation within 15 months prior to any fitness evaluation. Heart rate must be less than 110 bpm and blood pressure less than 160/100 mmHg at rest.

- **Body composition (body fat percentage)**
  - Circumferential measurements
  - Skinfold caliper measurements at gender specific locations:
    - Male: Triceps, Subscapular and Pectoral
    - Female: Triceps, Abdominal and Suprailiac

- **Muscular Strength/Power**
  - Grip strength evaluation using Jamar Hydraulic Hand dynamometer

- **Muscular Endurance**
  - (1) Static plank evaluation for 4 minutes, however test will be terminated if unable to maintain proper form after the 2nd warning.
  - (2) Push-up evaluation: 2-minute time limit to complete a maximum of 80 push-ups. Allow for alternate grip if history of hand wrist or shoulder injury.

- **Flexibility**
  - Sit-and-reach using trunk flexibility tester that compensates for variable arm and leg lengths.

- **Spirometry (Pulmonary function testing)**
  - Conducted annually:
    - forced vital capacity (FVC)
    - forced expiratory volume in 1 second (FEV1)
    - absolute FEV1/FVC ratio
      - Evaluator shall compare spirometry results obtained during yearly evaluations with baseline and subsequent test results. FEV1 and FVC results shall be expressed as the absolute value (liters) and as percent predicted adjusted for gender, age, height, and ethnicity using NHANES III normative equations.

- **Electrocardiograms and Stress Testing**
  - 12-lead ECG Stress Testing to be conducted on Bicycle or Treadmill, conducted to maximal volition (a patient's maximum effort). ECG test only to be conducted after successful Framingham Calculation Screening.
  - WFI Protocol follows this section as a reference (for Treadmill testing), and Cycle Ergometer (bike) reference is also included.
  - Cardiology followup and report may be requested by provider, if indicated

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

WFI Treadmill Evaluation Protocol

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

ODH Bike Protocols

Level 1 - Basic 20 Watts Increments

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

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

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

Level 2 - Average 25 Watts Increments

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

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

Level 3 - Advanced 30 Watt Increments

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

Ultrasound Enhanced Cancer Screening

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

Logging In

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

Day of Exam

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

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

Contact

512.655.3578
info@onduty.health

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

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

www.onduty.health

Follow Us

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STAFF REPORT

MEETING: City Council - April 7, 2026

TITLE:
Consider a Resolution authorizing the renewal of Microsoft 365 subscription from CDW-G, through cooperative TIPS: 230105, for a three year term with a total estimated expenditure of $255,000.00

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

Pillar:
Govern for the Future:

- **Use performance metrics and sound fiscal policy to build a resilient organization.**

STAFF RESPONSIBLE:
Clayton Ganzer, IT Director

BACKGROUND/HISTORY:
We are asking council to approve a 3-year (2026-2028) renewal of our Microsoft 365 software license subscription. The first year expenditure is $79,623.21 with an expected amount of $255,000 over the 3 year period, to include increases in years two and three. Automatic version upgrades and critical security patch updates of our Microsoft Office Suite (Outlook, Word, Excel, PowerPoint, etc.) are included with the subscription plan we use; this removes the need to purchase standalone licenses to keep the suite up to date as well as improving our security as related to use of these products. Additionally, we have fully implemented SharePoint as a document storage and sharing tool, thus removing the need for costly in-house physical storage. In an effort to right-size our licensing tiers, we have identified about 30 users who can drop to a lower, less costly tier. We have also removed unused products and features from our overall subscription. This is purchased from CDW-G through cooperative contract TIPS: 230105.

POLICY EXPLANATION:

Council approval is needed as the expected expenditure will be above $100,000 over the next three years.

FUNDING SOURCE:

ORG and Object Number

01011400-700233

Available Budget	Purchase Amount	After Encumber
$115,348.21	$79,623.21	$35,725.00

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Quote, Resolution - Microsoft 365, TIPS - CDW 230105, 230105_CONTRACT_Technology_CDW_Government_LLC

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

AARON GROGAN,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PVDM454	3/13/2026	PVDM454	3118789	$79,623.21

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
O365 G3 GCC Sub Per User Mfg. Part#: AAA-11894-12-SLG Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and GOV ONLY (230105)	250	3753337	$262.31	$65,577.50
O365 G1 GCC Sub Per User Mfg. Part#: U4S-00002-12-SLG Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and GOV ONLY (230105)	50	3587696	$114.05	$5,702.50
Microsoft Entra ID P1 - subscription license - 1 user Mfg. Part#: MQM-00001-12-SLG Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and GOV ONLY (230105)	4	5430962	$58.19	$232.76
MS EA PROJECT P3 GCC P USER Mfg. Part#: 7MS-00001-12-SLG Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and GOV ONLY (230105)	4	4381361	$290.82	$1,163.28
MS EA PROJECT P5 GCC P USER Mfg. Part#: 7VX-00001-12-SLG Electronic distribution - NO MEDIA	1	4579875	$533.17	$533.17

QUOTE DETAILS (CONT.)				
Contract: TIPS 230105 Tech Solutions, Products, and GOV ONLY (230105)				
Microsoft Core CAL Bridge for Office 365 - subscription license (1 month) -	300	3931585	$21.38	$6,414.00
Mfg. Part#: AAA-12414-12-SLG Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and GOV ONLY (230105)				

SUBTOTAL	$79,623.21
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$79,623.21**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF DUNCANVILLE ACCOUNTS PAYABL PO BOX 380280 DUNCANVILLE, TX 75138-0280 **Phone:** (972) 780-5009 **Payment Terms:** VISA	**Shipping Address:** CITY OF DUNCANVILLE CITY HALL INFORMATION SYSTEMS 203 E WHEATLAND RD DUNCANVILLE, TX 75116-4824 **Shipping Method:** ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Sales Contact Info

Ben O'Donnell | (877) 424-2505 | ben.odonnell@cdwg.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$79,623.21	**$2,282.00/Month**	**$79,623.21**	**$2,609.25/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

• Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?

My Account

Support

Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

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RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE RENEWAL OF MICROSOFT 365, SOFTWARE LICENSE SUBSCRIPTION, FROM CDW GOVERNMENT, AUTHORIZING AN EXPENDITURE OF AN AMOUNT NOT TO EXCEED $255,000 OVER A 3-YEAR TERM: AUTHORIZING THE CITY THE MANAGER OR HIS DESIGNEE TO EXECUTE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is desired to continue the use of Microsoft 365 software; and

WHEREAS, the City Council of the City of Duncanville, Texas desires to approve payment to CDW-Government for purchase of subscription to Microsoft 365**.**

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

SECTION 1: hereby approves the purchase from CDW-Government for the Microsoft 365, software license subscription over a three year term through TIPS: 230105 contract.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the 7th day of April 2026.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Printed 17 March 2026

www.cdwg.com

CDW Government LLC

B U AUTOMATED VENDOR /U (DO NOT SEND PO TO TIPS) EMAIL PURCHASE ORDER TO: a href="mailto:michswa@cdwg.com" michswa@cdwg.com /a Contact Michael Swartz at: (312) 705-9596 PO MUST REFERENCE

PAYMENT TO		TIPS CONTACT	
ADDRESS	230 N. Milwaulkee Ave.	NAME	Charlie Martin
CITY	Vernon Hills	PHONE	(866) 839-8477
STATE	IL	FAX	(866) 839-8472
ZIP	60061	EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VI | VA | WA | WI | WY | PR

Overview

*<p>CDW Government, LLC (CDW•G) is the wholly owned subsidiary of CDW LLC, a leading multi-brand technology solutions provider to business, government, education, and healthcare organizations in the US, the UK and Canada. We established CDW•G in 1998 to focus on the specific needs of the government and education sectors. We have teams segmented to serve State and Local, K12, Higher Education, and Federal customers, and organized into 11 geographic regions for a higher level of specialization. We have 28 offices near major cities, and field coworkers across the US. Our offerings range from discrete hardware and software products to integrated IT solutions such as mobility, security, data center optimization, cloud computing, virtualization, and collaboration. As a vendor-neutral reseller, we prioritize solutions over brands and have a product portfolio that includes more than 100,000 products from more than 1,000 vendors. We provide our products and solutions through our sales and service delivery teams, consisting of nearly 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists and advanced service delivery engineers. We provide expert consulting, design, configuration, installation, and lifecycle management services. Our technology services include e-Procurement integration, Leasing services, Managed services, Pre-shipment configuration, Professional services, Warranty and maintenance. We provide custom turn-key solutions in Cloud, Collaboration, Data center
*
*and Networking, Managed Print Services, Point of Sale, Security, Software Management, and Total Mobility Management. The full range of products and services we offer enables our customers to develop the best valued total solution for their needs. In 2022, CDW generated sales of $24B, reaching 166 on the Fortune 500 and positioning us as a leader in our industry. As one of the largest IT solution providers in North America, CDW•G is No. 4 on CRN’s 2022 Solution Provider 500 list. Our stability helps assure TIPS members that we can support them
*
*throughout the contract term. Our professional services team—over 1,000 professionals strong—deploys from our US offices to deliver the personal service that helps you understand and meet your business and technology needs. Our engineers and project managers are trained on the latest technologies and many hold advanced certifications from our top manufacturers. In addition to our CDW•G-badged professionals, we also have a large
*

*Business Diversity program, which specializes in increasing procurement opportunities for HUB and other diverse suppliers. Since 2007 we have spent $20 billion with certified small, diverse suppliers and currently feature over 1,300 diverse suppliers. CDW•G also recognizes the importance of responsible environmental management. Our
 efforts include participating in electronics recycling programs, consistently meeting and exceeding our waste diversion goal of 90% at our US distribution centers, and implementing smart packaging solutions. Our customerfocused philosophy drives us to provide outstanding customer service and the best value. We aim to have TIPS members view us as a valuable extension of their IT staff. Our customers’ environments are always evolving; our
 expertise across a wide range of technologies and sectors makes solution implementation economically viable for our customers. Our account teams serve as a liaison between our internal technical resources, external partners, and original equipment manufacturers (OEMs) to create a seamless experience for TIPS members. We leverage our distributor relationships as a world-class value-added reseller (VAR), as well as our capabilities as a specialized systems integrator and managed service partner to be a true one stop shop for full lifecycle support.</p>*

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
230105	Technology Solutions Products and Services	05/31/2028	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

230105

Michael Swartz	Sales Manager	(866) 224-6471	michswa@cdwg.com
Laura Clark	Executive Account	(877) 325-6205	laurcla@cdwg.com

TIPS VENDOR AGREEMENT

TIPS RFP 230105 Technology Solutions, Products, and Services

The following TIPS Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and CDW Government LLC:

CDW GOVERNMENT LLC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS "(TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal.

It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS on a monthly basis by either: (1) Emailing the associated report (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Vendor must, on a monthly basis, login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. Vendor shall pay the TIPS Administration Fee to TIPS on a monthly scheduled report. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer under similar circumstances. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** THE VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND TIPS, TIPS MEMBER(S), OFFICERS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD PARTIES FOR PHYSICAL INJURIES TO PERSONS (INCLUDING DEATH), TANGIBLE PERSONAL PROPERTY DAMAGES, LOSSES, AND EXPENSES INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, LICENSEES DURING PERFORMANCE UNDER THIS AGREEMENT. PER TEXAS EDUCATION CODE §44.032(F), REASONABLE ATTORNEY'S FEES ARE RECOVERABLE BY THE PREVAILING PARTY IN ANY DISPUTE RESULTING IN LITIGATION.).

15. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and

settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

16. **Limitation of Liability.** UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL EITHER PARTY, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, AND LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY.

EXCEPT AS OTHERWISE AGREED BELOW, IN THE EVENT OF ANY LIABILITY INCURRED BY EITHER PARTY OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF THE PARTY AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE DOLLAR AMOUNT PAID BY THE TIPS MEMBER FOR THE SPECIFIC PURCHASED ITEM(S) GIVING RISE TO THE CLAIM.IN THE EVENT OF ANY CLAIMS FOR DAMAGE TO TANGIBLE PERSONAL PROPERTY OR PHYSICAL INJURY (INCLUDING DEATH), VENDOR'S TOTAL AGGREGATE LIABILITY FOR SUCH CLAIMS SHALL NOT EXCEED $5,000,000.

17. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

18. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

19. **Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

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

21. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

22. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

23. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event an audit is performed by a third-party auditing firm, such third-party must execute Vendor's Standard Non-Disclosure Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit of the TIPS Sale documentation more than once per calendar year, but reserves the right to audit as

required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

24. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

25. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

26. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

27. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

28. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

29. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

30. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

31. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

32. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

33. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

34. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

35. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

36. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

37. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement. All services will be provided in a good and workmanlike manner and will, for a period of thirty (30) days following delivery unless a different warranty period is agreed to by the Vendor and TIPS Member, conform to the specifications of the applicable statement of work in all respects. During the aforementioned warranty period, should the TIPS Member discover a non-conformity, it will notify Vendor and Vendor will, at its option and expense, either: (a) re-perform the non-conforming services so as to make them conforming, or (b) refund the TIPS Member the amounts paid for the affected services. The foregoing will operate as the TIPS Member's sole and exclusive remedy in the event of non-conforming services.

38. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

39. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may, unless otherwise restricted by the manufacturer, cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

40. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

41. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

42. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

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

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

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

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

43. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. All payments will be made either: (a) within thirty (30) days of receipt or (b) in accordance with applicable statute, whichever is earlier. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

44. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

45. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

46. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

47. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

48. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

49. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

50. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

51. Third-Party Cloud Services

Vendor is a reseller/rebiller of third-party cloud computing and storage solutions. Accordingly, TIPS and the TIPS Member shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to the TIPS Members and TIPS Members will look solely to the Cloud Service Provider for any loss, claims or damages arising from or related to the provision of such Cloud Services. Some offerings the Cloud Service Provider may necessitate the execution of additional terms and conditions, which will be provided to the TIPS Member prior to the time of order.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: CDW GOVERNMENT LLC

Vendor Address: 230 N. MILWAUKEE AVENUE

City: VERNON HILLS State: IL Zip Code: 60061

Vendor Authorized Signatory Name: Dario Bertocchi

Vendor Authorized Signatory Title: VP Contracting Operations

Vendor Authorized Signatory Phone:

Vendor Authorized Signatory Email: ContMgt@cdw.com

Vendor Authorized Signature: Date: May 9, 2023

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/10/2023

230105
CDW Government LLC
Supplier Response

Event Information

Number: 230105
Title: Technology Solutions, Products, and Services
Type: Request for Proposal
Issue Date: 1/5/2023
Deadline: 2/17/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.

IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS

"TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

CDW Government LLC Information

Address: 230 N. Milwaukee Ave.
Vernon Hills, IL 60061
Phone: (800) 808-4239
Toll Free: (800) 808-4239
Web Address: www.cdwg.com

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

David Hutchins
Signature

david.hutchins@cdwg.com
Email

Submitted at 2/16/2023 02:44:45 PM (CT)

Supplier Note

Should you have any questions regarding our proposal response, please contact Proposal Specialist Wes Long at 860.287.3252 or weslong@cdw.com. You may also contact your TIPS account team lead, Sales Manager Michael Swartz, at 312.705.9596 or michswa@cdwg.com. We thank you for the opportunity to participate in this RFP process.

Requested Attachments

Pricing Form 1 — 230105 Pricing Form 1 - Final.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2 — 230105 Pricing Form 2 - Final.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents — CDW-G Alternate or Supplemental Pricing Documents.pdf

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement — 230105 Vendor Agreement_final.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form — 230105 Vendor Agreement Signature Form_Final.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form — Reference Form_Final.xlsx

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form — Confidentiality Claim Form TIPS_Final.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ *No response*

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL *No response*

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9 2023 W-9 - CDW Government LLC.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only) CDW-G Certificates & Licenses (Supplemental Vendor Information Only).pdf

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only) CDW-G Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only).pdf

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only) CDW-G Supplemental Vendor Information (File 1 Vendor Information).pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.
These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only) CDW-G Vendor Logo (Supplemental Vendor Information Only).jpg

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Response Attachments

CDW-G Negotiation Approach.pdf

CDW-G Negotiation Approach

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. NO
2	**Historically Underutilized Business (HUB)** Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. No
3	**National Coverage** Can the Vendor provide its proposed goods and services to all 50 US States? Yes
4	**States Served** If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings. N/A

5 **Description of Vendor Entity and Vendor's Goods & Services**

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

CDW Government, LLC (CDW•G) is the wholly owned subsidiary of CDW LLC, a leading multi-brand technology solutions provider to business, government, education, and healthcare organizations in the US, the UK and Canada. We established CDW•G in 1998 to focus on the specific needs of the government and education sectors. We have teams segmented to serve State and Local, K12, Higher Education, and Federal customers, and organized into 11 geographic regions for a higher level of specialization. We have 28 offices near major cities, and field coworkers across the US. Our offerings range from discrete hardware and software products to integrated IT solutions such as mobility, security, data center optimization, cloud computing, virtualization, and collaboration. As a vendor-neutral reseller, we prioritize solutions over brands and have a product portfolio that includes more than 100,000 products from more than 1,000 vendors. We provide our products and solutions through our sales and service delivery teams, consisting of nearly 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists and advanced service delivery engineers. We provide expert consulting, design, configuration, installation, and lifecycle management services. Our technology services include e-Procurement integration, Leasing services, Managed services, Pre-shipment configuration, Professional services, Warranty and maintenance. We provide custom turn-key solutions in Cloud, Collaboration, Data center and Networking, Managed Print Services, Point of Sale, Security, Software Management, and Total Mobility Management. The full range of products and services we offer enables our customers to develop the best valued total solution for their needs. In 2022, CDW generated sales of $24B, reaching 166 on the Fortune 500 and positioning us as a leader in our industry. As one of the largest IT solution providers in North America, CDW•G is No. 4 on CRN's 2022 Solution Provider 500 list. Our stability helps assure TIPS members that we can support them throughout the contract term. Our professional services team—over 1,000 professionals strong—deploys from our US offices to deliver the personal service that helps you understand and meet your business and technology needs. Our engineers and project managers are trained on the latest technologies and many hold advanced certifications from our top manufacturers. In addition to our CDW•G-badged professionals, we also have a large network of vetted service providers. CDW•G is proud to support diverse partners through our award-winning Business Diversity program, which specializes in increasing procurement opportunities for HUB and other diverse suppliers. Since 2007 we have spent $20 billion with certified small, diverse suppliers and currently feature over 1,300 diverse suppliers. CDW•G also recognizes the importance of responsible environmental management. Our efforts include participating in electronics recycling programs, consistently meeting and exceeding our waste diversion goal of 90% at our US distribution centers, and implementing smart packaging solutions. Our customer-focused philosophy drives us to provide outstanding customer service and the best value. We aim to have TIPS members view us as a valuable extension of their IT staff. Our customers' environments are always evolving; our expertise across a wide range of technologies and sectors makes solution implementation economically viable for our customers. Our account teams serve as a liaison between our internal technical resources, external partners, and original equipment manufacturers (OEMs) to create a seamless experience for TIPS members. We leverage our distributor relationships as a world-class value-added reseller (VAR), as well as our capabilities as a specialized systems integrator and managed service partner to be a true one stop shop for full lifecycle support.

6 **Primary Contact Name**

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Michael Swartz

7 **Primary Contact Title**

Primary Contact Title

District Sales Manager

8 **Primary Contact Email**

Please enter a valid email address that will definitely reach the Primary Contact.

michswa@cdwg.com

9 **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8662246471

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

3127059496

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Laura Clark

13 **Secondary Contact Title**

Secondary Contact Title

Executive Account Manager

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

laurcla@cdwg.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8773256205

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

3127057793

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Jim Heenan

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

jimheen@cdw.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2038517271

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Laura Clark

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

laurcla@cdwg.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8773256205

24 **Company Website**

Company Website (Format - www.company.com)

http://www.cdwg.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

CDWG

26 **Primary Address**

Primary Address

230 N. Milwaukee Ave.

27 **Primary Address City**

Primary Address City

Vernon Hills

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

IL

29 **Primary Address Zip**

Primary Address Zip

60061

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Printers & accessories
Technology mounting hardware
Cables
Data storage
Internet services
Software as a service
Software
Scanners
Cameras
Network equipment
Cloud based technology services
Wireless systems and equipment and services
WAN, LAN
Fiber access or use
Computer based educational systems
Technology consulting services
Technology for transportation equipment, buses, cars, etc.
Data and system security services or equipment
Building and facility technology including but not limited to environmental controls, access systems, security
Backup power systems for technology equipment
Communications systems- telephony, wireless and radios
Notification software
Electronic and online ticketing systems
Technology based voting systems
Assistive Technology
Audio visual systems and equipment
Notification System
Data Backup Disaster Recovery
Management Software and Services
Distance Learning
Managed Print Services
Internet, Network Security

desktops, notebooks, tablets, smartphones, mobile devices, projectors, network switches, routers, displays, storage, backup, SaaS, servers, security, firewall, procurement, configuration, collaboration, printers, asset tagging, laser-etching, power, cooling, cables, scanners, cameras, data center, managed services, professional services, digital signage, virtualization, Acer, Adobe, APC, Apple, Aruba Networks, ASUS, Cisco, Meraki, Citrix, Dell, EMC, Epson, Ergotron, Fujitsu, Google HP, IBM, Lenovo, Lexmark, Microsoft, NetApp, Oracle, Panasonic, Plantronics, Samsung, Symantec, Tripp-Lite, Veritas, Viewsonic, Promethean, Newline Interactive, GoGuardian, Lightspeed Systems, Anywhere Cart, Palo Alto, Fortinet
Data Solutions, Insights
Carts, Furniture
Video
Hybrid Infrastructure Solutions
Physical Security
Web Security
Visual Solutions
Connected Devices
Mobility
Client
POS Point of Sale
Data Capture
Networking
AV Mounting, Kiosks
Cybersecurity
CRM Customer Relationship Management
Training
Amplified IT
Amplified for Education
Education Solutions
Healthcare solutions
Multi-cloud
Development
Staff Augmentation
Staffing
Advisory
Consulting
Design
IaaS Infrastructure as a service
PaaS Platform as a service
Software engineering
App Modernization
AI/ML Artificial Intelligence/Machine Learning
IT/software asset management
Custom packaging
Turn-key
ServiceNow
Help/service desk
Technology support
Infosec
Detect and Respond
Secure Platform
Productivity
Workspace
Endpoint
Hybrid Cloud
OS
Warranty, Maintenance
Project Management
UX, CX, digital experience
Workforce Development
cloud security
cloud native
Intelligent platforms

Talent orchestration
Threat and Vulnerability detection
Program Strategy/Risk
Secure Infrastructure
Cyber Risk/Privacy
IAM Identity & Access Management
Automated Infrastructure
Enterprise services
DevOps
Sirius
Focal Point
Digital Velocity
PCI advisory
ERP Enterprise Resource Planning
Data Governance
Security Maturity
Tech Eval Center TEC
Renewals
Delivery
Analysts
Pen testing
Recovery
Video Surveillance
Environment sensors
Door controller installation
Log Aggregation and Correlation
Compromise Assessment
Incident Response Team
VoIP
IoT Internet of Things
Data Analytics
Device Provisioning
Communications
Engagement Contact Center
Messaging and Conferencing
JAMF MDM/UEM
Portals, Content Collaboration
RingCentral
Zoom/Five9
MCA-CSA
Unified Endpoint Management
UC Unified Communications
Network Modernization, segmentation, automation, consolidation, optimization, switching, routing, health check,
Wireless site survey, proof of concept, planning, design, implementation, adoption, Innovation Center (DSxIC)
SD-WAN
Secure Edge
SASE
NAC
Multifactor authentication
Next-generation firewall
Software defined perimeter
Microsoft
IBM
Hardware management console
Managed storage
Storage Area network SAN
Managed backup/restore
System center virtual machine
Managed database
Converged Infrastructure
Hyper-converged Infrastructure

Nutanix Node Management

31 Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 Vendor's Principal Place of Business (City)

In what city is Vendor's principal place of business located?

Vernon Hills

33 Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

IL

34 Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

39

35 Certification Regarding Entire TIPS Agreement

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

If you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

0%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39 **"Catalog Pricing" and Pricing Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40 **EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

No

41 **TIPS Sales Reporting Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

42 **TIPS Administration Fee Requirement and Acknowledgment**

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

43 **TIPS Member Access to Vendor Proposal & Documentation**

This is a requirement of the TIPS Contract and is non-negotiable.

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

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;
45	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.
46	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47 **Required Confidentiality Claim Form**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

48 **Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify (Yes)

49 **Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree (Yes)

50 **Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes

51 **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

52 **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

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

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

53 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes

54	**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes. When applicable, does Vendor certify? Yes

55	**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)** Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor. When applicable, does Vendor certify? Yes

56	**Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)** If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.” “Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.” When applicable, does Vendor certify? Yes

57	**Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)** If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.” Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member. When applicable, does Vendor certify? Yes

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

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

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

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

N/A

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

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

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

N/A

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes

68 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

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

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

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

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Some

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

72	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
73	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
74	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

75

2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

76

2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does vendor agree?

Yes

77

2 CFR Part 200 or Federal Provision - Termination

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

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

Does vendor agree?

Yes

78	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes

79	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes

80

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

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

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

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

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

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

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

Does Vendor certify that it has NOT lobbied as described herein?

Yes

81

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

82

2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

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

Does vendor certify compliance?

Yes

83	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes
84	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes

85	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does Vendor Certify? Yes

86 **2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

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

Does vendor certify?

Yes

87 **2 CFR Part 200 or Federal Provision - Contract Cost & Price**

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

Does Vendor certify?

Yes

88 **2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must 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."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes

89

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes

90

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes

91 **2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

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

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

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

Does Vendor certify?

Yes, Vendor certifies

92 **2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

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

Does Vendor certify?

Yes

93	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes
94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes
95	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes
96	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. Yes

97	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? Yes
98	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS CONTRACT 230105

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: CDW Government LLC ("CDW•G")

Vendor Authorized Signatory Name: David Hutchins

Vendor Authorized Signatory Title: VP Strategic Programs

Vendor Authorized Signatory Email: david.hutchins@cdwg.com

Vendor Address: 230 N. Milwaukee Ave

City: Vernon Hills State: IL Zip Code: 60061

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: 9

Authorized Signature: David C Hutchins

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: _____

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information ("Vendor Supplemental Information") with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor's TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

Certificates & Licenses (Supplemental Vendor Information Only)

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at the "Response Attachments" section requesting "Certificates & Licenses (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

CDW Security Certifications Chart

CDW has achieved the following Managed Services and Security Industry Certifications:

CDW coworkers hold more than 750 certifications. These certifications include:

Advance Scrum Master (A-CSM)	Association of International Product Marketing & Management (AIPMM)	AWS Certified Solutions Architect – Associate certificate	Certification in Governance of Enterprise IT (CGEIT)	Certification in ISO / IEC 20000 Training and Consulting (ISO/IEC20000)
Certification in the Open Group Architectural Framework (TOGAF 9)	Certified Application Developer (CAD)	Certified Associate in Project Management (CAPM)	Certified Internal Auditor (CIA)	Certified Master Architect (CMA)
Certified Public Accountant (CPA)	CIS – Application Portfolio Mgmt	CIS – Cloud Provisioning & Governance	CIS – Customer Service Mgmt	CIS – Discovery
CIS – Event Mgmt	CIS – Field Services Mgmt	CIS – Hardware Asset Mgmt	CIS – HR Service Mgmt	CIS – IT Service Mgmt
CIS – Project Portfolio Mgmt	CIS – Risk & Compliance	CIS – Security Incident Response	CIS – Service Mapping	CIS – Software Asset Mgmt

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CIS – Vendor Risk Mgmt	CIS – Vulnerability Response	Certified Information Security Manager (CISM)	Certified Senior Advisors (CSA)	Governance, Risk Management, and Compliance Professional (GRCP)
HDI-SCD	Heat Admin	ITIL 4 Foundation	ITIL 4 Managing Professional	ITIL 4 Strategic Leader
ITIL Continual Service Improvement	ITIL Design	ITIL Expert	ITIL Intermediate	ITIL Managing Across the Lifecycle
ITIL Practitioner	ITIL Release, Control, & Validation	ITIL Service Offerings & Agreements	ITIL Service Operations	ITIL Service Portfolio
ITIL Service Strategy	ITIL Transition	ITIL v2 Foundations	ITIL v3 Foundations	Knowledge Center Support (KCS) Foundations
Korn Ferry Architect	MC – Agent Intelligence	MC – Agile & Test Mgmt	MC – Application Portfolio Mgmt	MC – Asset Models Mgmt
MC – Auto Test Framework	MC – Business Continuity Mgmt	MC – Citizen Developer Application Creator	MC – CMDB Health	MC – Configure the CMDB
MC – CSM with Service Mgmt	MC – DevOps	MC – Enterprise Onboarding and Transitions	MC – Flow Designer	MC – Human Resources Integrations
MC – IntegrationHub Fundamentals	MC – Performance Analytics (PA)	MC – Predictive Intelligence	MC – Service Portal	MC – ServiceNow Plat Subscription Model
MC – Virtual Agent (VA)	PMI-ACP	Project Mgmt Professional (PMP)	SAFe 5.0	Software Acquisition Improvement Framework (SAIF)
SCRUM Master (CSM)	SCRUM Product Owner	ServiceNow Authorized Trainer	Six Sigma Green Belt	Six Sigma Yellow Belt
Sugar CRM Admin	Suite Certification – CSM Professional	Suite Certification – HR Enterprise	Suite Certification – HR Professional	Suite Certification – ITSM Professional

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Certifications and Credentials - CDW Amplified for Education Team	
Number of Certifications Held by General Category	**Individual Certifications Held**
12 Google for Education Sales Credentials	Google Workspace Deployment Services Credential
8 Google Cloud Technical Credentials	Professional Cloud Architect Certification
5 Google Cloud Professional Certifications	Professional Google Workspace Administrator
25 total	Google Cloud Sales Credential
	Google Education Deployment Credential
	Google Education Sales Credential
	Chrome Enterprise and SMB Sales Credential
	Google Workspace Sales Credential

Cisco Master Specializations and Certifications

Master Specializations are Cisco's highest and most exclusive level of partner certification. CDW is a Gold Certified partner to Cisco and holds all five Master Specializations as listed below.

- Security
- Collaboration
- Data center and hybrid cloud
- Cloud and managed services
- Networking

CDW has over 1,300 Cisco certified presales engineers, technical specialists, solution architects, and professional services engineers. Certifications include:

- 717 Cisco Certified Sales Experts
- 63 Cisco Certified Internetwork Experts

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- 215 Cisco Certified Network/Design/Voice Professionals
- 322 Cisco Certified Network/Design Associates

In addition, CDW is actively participating in and working with Cisco in the Cisco Early Field Trial (EFT) program. This program allows our top engineers to receive and test the latest and greatest code prior to the general release of the product. It also lets CDW as an organization shape the products prior to shipping the first release level. There are only four partners in the world and a handful of customers that participate in the Cisco Early Field Trials. Generally, Cisco only invites 2 partners to each EFT opportunity. Most partners are only doing 3-4 EFT's at most. CDW participates in more than 20+ EFT's a year across Data Center, Engineering, Collaboration, and Security.

CDW AWS Competency

CDW has achieved multiple certifications for AWS and is one of a handful of Advanced Consulting Partners:

CDW has earned the **AWS Migration Competency**. The Migration Competency, like the AWS MSP (Managed Service Provider) Competency, is an elite-level designation held by fewer than 50 companies in North America.

CDW coworkers have earned over **200 AWS certifications** including the new **AWS Database** and **Data Analytics** Specialty Certifications. 20 CDW coworkers also recently completed an intense, 5-day training to prepare for the **AWS Solution Architect Professional** certification to further advance our AWS acumen.

CDW has also earned the AWS Storage Competency. This audit confirms CDW's deep AWS storage acumen and our extensive AWS storage partner portfolio (e.g., NetApp, Veeam, Druva, and many others).

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CDW Google Cloud Platform Competency

CDW is a Google Cloud Premier Partner, with two of the world's 20 Google Cloud Fellows on staff. Our Google-approved expertise includes:

- Anthos: hybrid/multi-cloud application platform
- Conversational design
- Data warehouse modernization
- Cloud-native application development
- CCAI integration
- Contact center intelligence

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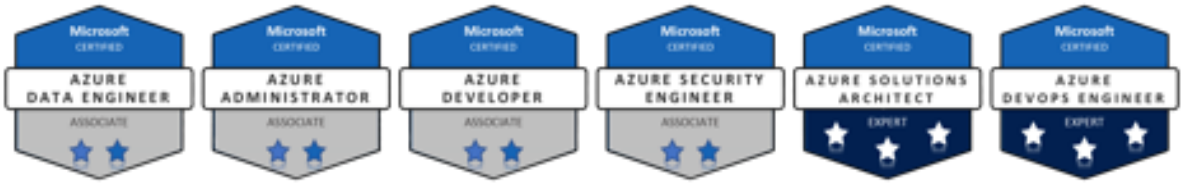
CDW Azure Competency

As a Microsoft Gold Certified Partner, CDW has been selling Microsoft solutions for 20+ years and continues to develop cutting-edge services and solutions with Microsoft. CDW is one of the few cloud providers to attain Managed Service Provider (MSP) status in both Azure and AWS. MSP Partners receive their designation by undergoing an extensive third-party validation audit that demonstrates next-generation managed service practices and requires annual recertification.



As a testament to our expertise and differentiation, we have approximately 300 Microsoft-focused engineers, technical specialists, presales consultants, and project managers dedicated exclusively to our customers' Microsoft engagements. Some of our certifications include:

- 167 Microsoft Certified Systems Engineers (MCSE)
- 98 Microsoft Certified Systems Administrators (MCSA)
- 14 Project Management Professionals (PMP)
- 4 Microsoft Certified Data Base Administrators (MCDBA)
- 3 Microsoft Certified Application Developers (MCAD)

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Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at the "Response Attachments" section requesting "Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Since CDW·G is not the manufacturer of the products purchased by TIPS, we do not directly provide warranties for any products. Products sold by CDW·G come with the manufacturer's standard warranty. The level of service provided by these warranties varies by product and manufacturer. For issues regarding a standard warranty, TIPS members should contact the manufacturer.

For professional services engagements where a statement of work (SOW) is required, we have included a sample SOW on the next pages. For cloud services engagements, we have included a sample Cloud Service Order (CSO) in this section as well for review. Please note these are samples only. Any CSO would reference the OEM provider for whom the services are being supplied by.

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STATEMENT OF WORK

Project Name:	[Project Name]	**Seller Representative:** [Seller Name] [Seller Phone] [Seller e-mail]
Customer Name:	[Customer Name]	
CDW Affiliate:	[CDW Affiliate determined by Customer #]	
Subcontractor:	[Partner Name]	**Solution Architect:** [Solution Architect Name], [Solution Architect Name 2]
SOW Created Date:	[SOW Created Date]	
Version:	[File Version]	**Drafted By** [Services Contract Specialist Name]

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the last date that this SOW is fully executed as set forth below ("**SOW Effective Date**") by and between the undersigned, [CDW Affiliate] ("**Provider**," and "**Seller**,") and [Customer Name] ("**Customer**," and "**Client**,").

GOVERNING AGREEMENT

This SOW shall be governed by that certain [Governing Agreement Name] between [CDW Affiliate] and [Customer Name], dated [Governing Agreement Date] (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT SCOPE

SERVICE DESCRIPTION

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

SAMPLE

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

CUSTOMER DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJECT SPECIFIC TERMS

SAMPLE

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

[CDW Affiliate Name]

By:_____

Name:_____

Title:_____

Date: _____

Mailing Address:

[Affiliate Address line 1]

[Affiliate Address line 2]

[Customer Name]

By:_____

Name:_____

Title:_____

Date: _____

Mailing Address:

Street:_____

City/ST/ZIP: _____

SAMPLE

EXHIBIT _

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**").

Location(s)

CDW Customer Service Order Form
Zoom Video

Seller: CDW Government LLC
Seller Address: 200 N. Milwaukee Avenue, Vernon Hills, IL 60061
Customer:
Initial Paid Subscription Term (in months):
Renewal Paid Subscription Term (in months):
Free Services Start Date:
Paid Services Start Date: Billing will start upon provisioning

Zoom Cloud Services	Quantity Column	Licensed	Fee	Initial Subscription Term	Total Service Fee
[Fill in description]	__	**Select License**	$__ **Select Fee**	Select Term*	$__
[N/A]	[N/A]	**N/A**	$__ **N/A**	N/A*	$__
[N/A]	[N/A]	**N/A**	$__ **N/A**	N/A*	$__
[N/A]	[N/A]	**N/A**	$__ **N/A**	N/A*	$__
[N/A]	[N/A]	**N/A**	$__ **N/A**	N/A*	$__
[N/A]	[N/A]	**N/A**	$__ **N/A**	N/A*	$__
[N/A]	[N/A]	**N/A**	$__ **N/A**	N/A*	$__
[N/A]	[N/A]	**N/A**	$__ **N/A**	N/A*	$__
[N/A]	[N/A]	**N/A**	$__ **N/A**	N/A*	$__
[N/A]	[N/A]	**N/A**	$__ **N/A**	N/A*	$__
[N/A]	[N/A]	**N/A**	$__ **N/A**	N/A*	$__

*The subscription term for the Cloud Services will automatically renew for additional terms equal to the Initial Subscription Term (each a "Renewal Term") unless Customer cancels the Cloud Services as set forth below.

Initial Subscription Term Service Fee: $_____

Terms:

1. **TERMS AND CONDITIONS** - Customer's obligations under this Customer Service Order Form, including its payment obligations are subject to the current Third Party Cloud Services Terms and Conditions on Seller's website at Third Party Cloud Services Terms and Conditions, unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.
2. **PAYMENT** – Customer will pay all Fees (as defined herein) for the use of the Cloud Services as set forth in Seller's invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Service Fee for the Cloud Services, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cloud Services. Seller will invoice Customer in advance for the monthly or prepaid charges due for the Cloud Services purchased. Seller will invoice Customer in arrears for any metered usage or overage components (e.g., capacity overages, third party content, etc.). The Service Fee for the Cloud Services and all additional fees due hereunder are collectively referred to as "Fees".
3. **ADD-ON ORDERS** - Any orders submitted by Customer to Seller for Zoom Cloud Services over the next twelve (12) months (the "Add-On Order(s)") will be governed by the terms and conditions of this Customer Service Order Form. All Add-On Order(s) must include the name of the applicable Zoom Cloud Service, the Licensed User Quantity and the length of the initial term (e.g., 1, 2, or 3 years). The Initial Subscription Term for any Add-On Order(s) will commence on the date Seller provisions the new Zoom Cloud Services on behalf of Customer.

SAMPLE

4. **CANCELLATION -** If Customer wants to cancel the Cloud Services at the end of the Initial Subscription Term or any Renewal Term, Customer must provide notice of cancellation at least thirty (30) days prior to the expiration of the Initial Subscription Term or Renewal Term. If Customer's notice of cancellation is not received in a timely manner, the Cloud Services will automatically be extended for additional Renewal Terms. Customer will remain financially responsible for the Service Fee for the Cloud Services and all additional fees for any metered usage or overage based fees (e.g., capacity overages, third party content, etc.), and other subscriptions, features, products, services or add-ons, incurred for the Cloud Services prior to cancellation.
5. **SERVICE SUSPENSION** – In addition to any other rights Seller may have, Seller may suspend or terminate the Cloud Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.
6. **NON-CANCELLABLE/NON-REFUNDABLE** - Except as set forth above, the Cloud Services purchased under this Customer Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Cloud Services directly from Zoom Video Communications, Inc. ("Zoom") pursuant to Zoom's standard terms and conditions or such other terms as agreed upon by Customer and Zoom. Customer further acknowledges that Zoom and not Seller will be responsible for performance of the Cloud Services.

CUSTOMER AUTHORIZED REPRESENTATIVE

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE

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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal ("RFP") furnished by Region 8 ESC are the Proprietary and Confidential property of CDW Government LLC ("CDW·G").

STAFF REPORT

MEETING: City Council - April 7, 2026

TITLE:
Consider a Resolution authorizing an expenditure not to exceed $450,000 with Tyler Technologies Incorporated, for Annual Software Support and Maintenance over a 3-year term.

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:
Clayton Ganzer, IT Director

BACKGROUND/HISTORY:
The City of Duncanville first engaged with Tyler Technologies in 2018 as part of an effort to modernize employee and citizen software applications. Finance, Human Resources, Utility Billing, and Public Works departments currently utilize Tyler Technologies for daily department operations. As promised last year, we have reviewed unused modules and applications to reduce this year's expenditure by over $20,000. Departments are also exploring other software options that could reduce this expenditure in the future, specifically within the Public Works and Planning & Zoning departments. At some point, we believe Tyler Technologies will force us into a cloud-based solution by discontinuing maintenance of our current on-premises solution. The cloud-based solutions are a considerable increase in cost, which is why we are looking at alternatives to Tyler Technologies' Municipal Justice platform.

The FY 2026 budget breakdown is as follows:
Human Resources 01011300-700233 : $18,200

IT 01011400-700451 : $19,164
Finance 01022000-700233 : $28,250
Utility Billing 02411000-700233 : $13,600
Public Works 41060001-700233 : $40,885

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

FUNDING SOURCE:
ORG and Object Number
01011400-700233

Available Budget	**Purchase Amount**	**After Encumber**
$162,264.94	$120,098.98	$42,165.96

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

ATTACHMENTS:
Tyler Tech Contract 060624, Resolution - Tyler Tech Maint, Invoice

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Solicitation Number: RFP #060624

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Tyler Technologies, Inc., 5101 Tennyson Pkwy., Plano, TX 75024 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Software Solutions and Related Services for Public Sector and Education Administration from which Supplier was awarded a contract in Categories 1, 2, 3, 4, and 5.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires October 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances; provided, however, that any additional extension will be upon written agreement by Supplier.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTIES. During the term of a current Maintenance or SaaS Agreement, Supplier makes the following warranties:

a. Tyler Software Warranty – Supplier's software will substantially conform to the functional descriptions of the Supplier software contained in Supplier's Proposal, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Supplier's maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in Supplier's then-current documentation.
b. Tyler Services Warranty – Supplier warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards. In the event Supplier provides services that do not conform to this warranty, Supplier will re-perform the services at no additional cost
c. Third Party Warranties – Unless otherwise indicated, Supplier does not warrant the condition of any third-party products or services resold through Supplier's reseller agreement. Supplier will pass through any third-party warranties it receives for such items and will reasonably cooperate and coordinate for access to warranty service for third-party items Supplier resells.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

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3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Docusign Envelope ID: B675DE70-B0FB-45CC-AE4A-09C01A21EA0C

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

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to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. The foregoing notwithstanding, Supplier may (i) require execution of a software and services agreement in a form substantially similar to the one included with Supplier's Proposal and/or (ii) require agreement to terms required by third-party product providers.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

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agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Supplier commits any material breach of this Contract or the additional terms agreed to between Supplier and a Participating Entity, subject to the terms of an executed software and services agreement between the Supplier and the Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

Docusign Envelope ID: B675DE70-B0FB-45CC-AE4A-09C01A21EA0C

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Docusign Envelope ID: B675DE70-B0FB-45CC-AE4A-09C01A21EA0C

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's

Docusign Envelope ID: B675DE70-B0FB-45CC-AE4A-09C01A21EA0C

responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract. Sourcewell and Supplier acknowledge that compliance with the Minnesota Government Data Practices Act extends only to that data to which the Act applies.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all

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marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Docusign Envelope ID: B675DE70-B0FB-45CC-AE4A-09C01A21EA0C

Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include

Docusign Envelope ID: B675DE70-B0FB-45CC-AE4A-09C01A21EA0C

liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence

Docusign Envelope ID: B675DE70-B0FB-45CC-AE4A-09C01A21EA0C

$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Copies of renewal certificates will be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract as close as practicable to the date the applicable policy or policies is/are renewed. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier as respects this Contract. The policy provision(s) or endorsement(s) must further provide that coverage is primary for claims under Supplier's commercial general liability policy that are caused, in whole or in part, by Supplier as respects this Contract and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Except to the extent the damage or injury is caused by Sourcewell, Supplier waives subrogation rights against Sourcewell on claims under Supplier's commercial general liability, automobile liability, and workers' compensation and employee liability policies that arise out of or relate to this Contract and are between Supplier and Sourcewell. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

Docusign Envelope ID: B675DE70-B0FB-45CC-AE4A-09C01A21EA0C

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

Docusign Envelope ID: B675DE70-B0FB-45CC-AE4A-09C01A21EA0C

regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be 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 U.S.C. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

Docusign Envelope ID: B675DE70-B0FB-45CC-AE4A-09C01A21EA0C

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

Docusign Envelope ID: B675DE70-B0FB-45CC-AE4A-09C01A21EA0C

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

Docusign Envelope ID: B675DE70-B0FB-45CC-AE4A-09C01A21EA0C

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Docusign Envelope ID: B675DE70-B0FB-45CC-AE4A-09C01A21EA0C

Sourcewell	Tyler Technologies, Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Tina Mize 7A932F08A2384D5...
By: _____	By: _____
Jeremy Schwartz	Tina Mize
Title: Chief Procurement Officer	Title: Group General Counsel
Date: 11/13/2024 | 4:32 PM CST	Date: 11/13/2024 | 4:27 PM CST

RFP 060624 - Software Solutions and Related Services for Public Sector and Education Administration

Vendor Details

Company Name:	Tyler Technologies
Does your company conduct business under any other name? If yes, please state:	Maine
Address:	1 Tyler Drive Yarmouth, Maine 04096
Contact:	Ehren Morse
Email:	ehren.morse@tylertech.com
Phone:	800-772-2260 4662
Fax:	207-712-6025
HST#:	75-2303920

Submission Details

Created On:	Thursday April 18, 2024 06:47:48
Submitted On:	Thursday June 13, 2024 09:02:59
Submitted By:	Ehren Morse
Email:	ehren.morse@tylertech.com
Transaction #:	d904b570-f6ec-473c-ba06-9a71327912da
Submitter's IP Address:	163.116.144.109

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Tyler Technologies, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Tyler understands and agrees that it will be solely responsible for the equipment, products and services, including those of its subsidiary entities, provided under a resulting contract. Tyler has included equipment, products and services of the following subsidiary entities in this proposal: NIC Services, LLC, Rapid Financial Solutions, LLC, U.S. e-Direct, LLC and NICUSA, LLC.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	GKHLE5VNFMZ3	*
5	Proposer Physical Address:	5101 Tennyson Pkwy, Plano TX 75024	*
6	Proposer website address (or addresses):	www.tylertech.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tina Mize, Group General Counsel, 7701 College Blvd., Overland Park, KS 66603, tina.mize@tylertech.com, 913-489-5239	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ehren Morse, Sales Operations Manager 1 Tyler Drive, Yarmouth Maine, ehren.morse@tylertech.com, 800-772-2260 ext. 4662	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Gia Davis, VP Sales Enablement 1 Tyler Drive, Yarmouth Maine, gia.davis@tylertech.com, 800-772-2260	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Tyler Technologies has paved the way for digital transformation in the public sector with integrated software and technology services. Our end-to-end solutions empower government entities at the local, state, and federal levels to operate efficiently and transparently in their interactions with the public and in their collaboration with each other. By connecting data and processes across disparate systems, we transform how clients turn data into actionable insights and solutions for their communities. Our mission, vision, and values inherently support sustainable operations. Guided by our Connected Communities vision, we support thriving communities with our integrated product solutions to build a digital foundation that enhances data access, engagement, and transparency. Tyler aims to provide the technology needed for seamless information exchange among government entities, schools, and residents across geographic, agency, and departmental boundaries. Through streamlined processes and solutions, we are driven to help overcome data and resource sharing challenges in the public sector, contributing to improved connectivity, efficiency, and agility. At Tyler, we imagine a world where all city, county, and regional government services are connected within a healthy digital infrastructure. By seamlessly connecting data, people, and processes across departments and geographic boundaries, the public sector can tackle society's unprecedented challenges while increasing resident engagement with government. Only Tyler delivers the exclusive public sector focus, depth and breadth of solutions, industry experience, and intentional innovation that will drive the public sector forward. What are our values? Purpose - we are purpose driven. Tyler has built its brand by delivering value for clients, creating a strong workplace culture, ensuring transparency in our operations, and empowering strong, vibrant communities. We take great pride in the Tyler brand and what it stands for. Respect - we respect our resources. Respect for the environment is more than a mindset; it requires real investment and focus. In 2023, we concentrated on strengthening our sustainability initiatives while ensuring operational excellence. Our successes are a testament to the dedication of Tyler team members, who embody our mission and bring our sustainability priorities to life. Community - we are committed to building community. A spirit of community is a common thread that runs through every interaction, inside and outside our organization. For our communities, this means generous giving through the Tyler Foundation, our endowment for charitable giving. It also means continuing our unique relationship with Both Ends Believing, Tyler's nonprofit partner benefiting children in institutional care around the world. For our company, this means support for the wellness and fulfilment of our employees, as well as for a wide range of causes they care about. For our clients and shareholders, this means providing peace of mind by investing in security, compliance, and privacy initiatives that meet or exceed software industry standards. We publish specific guidance on these programs on the Compliance page of our website. Integrity - we refuse to compromise on integrity. Every aspect of our business begins and ends with integrity. In adhering to corporate governance standards, integrity is our guiding principle and our number one requirement for success - with our team members, our clients, our shareholders, and even with our competitors. We consider integrity to be at the heart of our success and uphold it daily through careful listening, thoughtful analysis, and responsible decision making. Company Background Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities. Tyler empowers government and schools to create safer, smarter, and more vibrant communities through integrated solutions ranging from Appraisal & Tax, Civic Services, Courts & Justice, Data & Insights, ERP, Land & Official Records to Public Safety and K-12 Education and has been exclusively focused on the public sector since 1997. Tyler was founded in 1966, incorporated in Delaware in November 1989 and is a publicly traded corporation on the NYSE (TYL) and is headquartered in Plano, TX, with 28 office locations across the U.S. and Canada. With a client retention rate of 98%, Tyler has more than 4,000 successful installations across 13,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Our Products With decades of exclusive public sector experience, Tyler is the market leader providing integrated software and services. Subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products and offer clients a single source for all their information technology needs in several major areas: Public Administration : Appraisal & Tax, Civic Services, ERP, Land & Official Records, Regulatory Outdoor Recreation, Courts & Public Safety : Corrections, Courts & Justice, Public Safety Health and Human Services : Environmental Health & Disability & Benefits K1-12 Education : School ERP, Student Information, Student Transportation Transformative Technology: Data & Insights, Civic Experience, Cybersecurity, Payments, Productivity Tools We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting. Public Sector Focus Tyler's business units have provided software and services to customers for more than fifty years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on the public sector. Tyler recognizes that the public sector is generally stable, risk averse, and craves community accessibility, security, and transparency. That is why local government and school entities seek reliable and efficient software and services from Tyler-a vendor who is professional, reputable, dedicated, and achieves results. Tyler has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products, and the ability to deliver quality services. Our Experience Tyler Technologies' solutions offer the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler's vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our customers. Our experienced team consists of industry leaders that keep our team moving and making sure we can give you the tools to succeed. *

11	What are your company's expectations in the event of an award?	Tyler is excited to continue our partnerahip with Sourcewell. Tyler is committed to growing contract usage over the contract term and working with Sourcewell on goal setting and approach. As Tyler continues to innovate and empower the public sector, Tyler has continued to increase usage of the contract with Sourcewell across its divisions as well as increase the offerings available to Sourcewell's members. As a leader in the industry, we understand the importance of maximizing the value of a streamlined procurement process. Tyler has built a strong partnership with Sourcewell and seeks to continue to maximize the value of this partnership in the future. Our collaborative marketing efforts have worked effectively to promote awareness of the contract. Our team of dedicated professionals is committed to delivering exceptional service and ensuring the success of our clients.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Tyler consistently maintains a solid balance sheet, strong cash flow and low debt, experiencing consistent revenue growth. In 2023, Tyler achieved total revenues of $1.95 billion representing 7.4% year-over-year organic growth. Tyler is committed to continual research and development. These investments are spread widely across our solutions suites, enhancing our products and services that will match the changing demands of our clients, strengthen our market position, and support future growth. We recorded research and development expense of $109.6 million in 2023, $105.2 million in 2022, and $93.5 million in 2021. Though our increased R&D investment has created a short-term headwind to margin expansion, we believe the long-term results from new and enhanced products will strengthen our ability to compete and succeed. As we move into the future, we will continue to invest strategically as opportunities arise; however, we expect R&D investments to continue to grow over time, expanding in line with revenue growth. In June of 2023 Tyler introduced our Tyler 2030 vision, which supports Tyler's drive to be the most trusted and indispensable partner for the public sector in the digital government era. This vision becomes a reality when we continue to focus on what's most important. Tyler 2030 aligns our organization and drives focus areas including leveraging our large installed base, expanding into new markets, completing our cloud transition, and growing our payments business. We will achieve these goals while building a world-class corporate culture maintained by the best and brightest employees in the industry. Tyler's continued success validates our strategy of a singular focus on serving mission- critical needs of the public sector, backed by a strong balance sheet and strategic investments that bolster our market leadership. This singular focus is executed through a diverse range of products and services. Tyler's commitment to providing essential software and services to support the public sector remains stronger than ever. Please visit tylertech.irpass.com/Annual_Report_Financials to view our current annual report This has also been supplied with our proposal..	*
13	What is your US market share for the solutions that you are proposing?	Tyler is a leading provider of software to local governments in a market with significant modernization potential, representing a total addressable market of $37-50 billion (if including the federal government).	*
14	What is your Canadian market share for the solutions that you are proposing?	Tyler has an established presence in Canada with an increasing footprint and pipeline for new business. Multiple business units have existing clients in Canada and a strategic focus on increasing market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Tyler has never petitioned for bankruptcy protection and as described above is very proud of it's financial strength with consisten long term revenue growth.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Tyler is best described as a manufacturer and service provider. A great benefit to Sourcewell members is that Tyler not only develops and supports our software in house, but also has an impressive implementation team that works directly with our clients to ensure a smooth implementation. These internal teams work together seamlessly to ensure that all our products and services offered provide the best solutions to the public sector's evolving needs. Tyler offers a variety of solutions designed specifically for the public sector. From ERP and community development to public safety and school transportation, we provide solutions for all the public sector's needs. For Sourcewell members, that means one partner - one company to work with and solutions that were designed to work seamlessly together.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The scope of services provided by Tyler does not include required licenses or certifications. Our proposal otherwise includes information related to certifications held by some of our personnel.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Tyler is not and has not been suspended or debarred from procurements in its various markets at any time over the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Tyler has earned a reputation as an industry leader based on our products and commitment to our clients. These factors, along with our financial strength and industry partnerships, have earned us numerous accolades. Innovative and Strong • Newsweek's "America's Greatest Workplaces for Diversity" • Government Technology Magazine's "GovTech Top 100" • Dallas Business Journal's "North Texas Fastest-Growing Public Companies" • 2023 Esri Cornerstone Partner • Forbes' "America's Best Large Employers" • Forbes' "America's Best Employers for Diversity" • Forbes' "Best Employers for Women" • Forbes' "Best Midsize Employers" • Forbes' "Most Innovative Growth Companies" • Forbes' "America's Best Small Companies" • Fortune's "100 Fastest-Growing Companies" • Barron's 400 Index ranking, a measure of "Most Promising Companies in America" • Software Magazine's "Software 500" ranking of the world's largest software and service suppliers • Dow Jones Sustainability Index (DJSI) North America Employer of Choice • Mainebiz's "Best Places to Work in Maine" (15+ years) • The Dallas Morning News' "Top Workplaces D-FW" (10 years) • Dayton Daily News' "Top Workplaces in the Dayton Metro Area" • Lubbock Avalanche-Journal's "Best of Lubbock" • Detroit Free Press' "Top Workplaces" • Phoenix Business Journal's "Best Places to Work" • The Atlanta Journal-Constitution's "Top Workplaces" • The Washington Post's "Top Workplaces" • Albany Business Review's "Best Places to Work" • The Washington Post's "Top Workplaces" • The Denver Post's "Best Midsized Companies to Work for in Colorado" • Mississippi Business Journal's "Best Places to Work" • NJBIZ's "Best Places to Work in New Jersey" *
20	What percentage of your sales are to the governmental sector in the past three years	93-95% are focused on the governmental sector. *
21	What percentage of your sales are to the education sector in the past three years	5-7% are focused on the Education sector. *
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell is our primary contract vehicle Tyler-wide for local government and education. Tyler products are also sold through these cooperatives: TX DIR, NASA SEWP, NASPO,TIPS, CES, MESC, and 1GPA. *
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Tyler's federal division leverages GSA IT-70 and our Data & Insights division leverages GSA schedule 70-GS 35F-0119Y. *

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Benton County, WA	Debbie Calhoun, Financial Services Manager	509-783-1310	*
City of EL Cajon, CA	Sara Diaz, Director of Information Technology	619-820-8345	*
City of Riverton, UT	Kevin Hicks, Administrative Services Director	801-718-0064	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Disclosed	Government	Texas - TX	Courts	259	63,572,233	*
Not Disclosed	Government	Illinois - IL	Courts	56	38,610,814	*
Not Disclosed	Government	North Carolina - NC	Courts & Public Safety	126	31,320,092	*
Not Disclosed	Government	Maryland - MD	Courts & Data & Insights	43	24,433,415	*
Not Disclosed	Government	Washington - WA	Courts & Data & Insights	76	20,249,916	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

26	Sales force.	Tyler's organization is broken down into specific business units with focused and tenured sales teams successfully supporting each business unit. Sales departments are strategically structured with ample resources that focus on Tyler's existing clients and staff that focus exclusively on prospective new clients. Tyler is very proud of and benefits from its sales force being healthily tenured. This meaningfully supports the effectiveness of our sales organization, our consultative approach to selling and our clients' satisfaction when conducting business with Tyler. This undoubtedly helps to drive Tyler's client retention rate of 98%. In Tyler's largest division the average tenure of our sales team is 13 years and on average across the organization sales resources have spent 9+ years working at Tyler and many have had careers with applicable experience doing business with the public sector. Additionally, 45% of Tyler's employees have worked in the public sector. Our sales organization consists of nearly 400 resources who help to successfully operate Tyler's sales functions and support our growing customer base with knowledge and focus on each product that is purchased by our customers. Tyler product divisions are divided into five focused solution groups: Courts & Justice, Health & Human Services, K-12 Education, Public Administration and Transformative Technology. Tyler has offices across the United States to accommodate our growing employee & customer base and provide exceptional regional support for our existing clients. Tyler is headquartered in Plano, Texas. We have offices throughout the U.S., two in Canada, and one in the Philippines. With Sourcewell expansion into Canada, Tyler looks to continue to build on this partnership and leverage this contract and Sourcewell's partnerships to expand business in Canada going forward. Tyler has a growing number of clients in Canada. Internal and external sales employees are cognizant of the effectiveness and purchasing vehicles and are specifically trained on the process for utilizing Sourcewell so they can provide information efficiently and effectively to our client and prospective clients. Tyler's clients have utilized the Tyler/Sourcewell contract more than any other means of cooperative purchasing, and Tyler looks to continue to grow the partnership and the volume of business that leverages this procurement method.
27	Dealer network or other distribution methods.	Tyler does not leverage a dealer network. We have proven success selling direct to our customers
28	Service force.	Tyler’s support & implementation service force make up more than 40% of Tyler’s employee base Tyler has decades of project management experience in implementing complex integrated systems. During this time, Tyler’s methodology has been built on best practices and its project management team has accumulated over 100 years of collective project management experience. Tyler’s project management methodology addresses nine management areas: Integration, Scope, Time, Cost, Quality, Human Resources, Communications, Risk, and Change. Successful planning, coordination, and execution of these areas is critical for successful implementations, and this is why they are defined in The Project Management Body of Knowledge (PMBOK) put forth by the Project Management Institute (PMI). Tyler project managers are very familiar with this standard methodology—many of our project managers are certified Project Management Professionals (PMPs). From system setup and configuration to data conversion and complete end-user training, our expert staff ensures your software is delivered and implemented on schedule and within budget. That's more than a goal for Tyler. It's an expectation. Our proven implementation process is based on three important areas: experience, people, and sound methodology. • Experience matters. With thousands of successful implementations for public sector clients of all sizes, we produce outcomes that exceed expectations. • People make the difference. Everyone who touches an implementation project is a Tyler professional who has deep knowledge of the product they are implementing. • Sound methodology. Our certified teams follow the principles of the Project Management Institute (PMI), a recognized leader in the science of project management. When it comes to learning new technology, one size does not fit all. That's why we customize our training services to meet your exact needs. Having the right training not only maximizes your staff's use of Tyler products, but competence also creates confidence. • Data Academy delivers on-site data analytics training and workshops. • Group Training brings clients together for seminars across the nation. • Onsite Training combines classroom-style and hands-on practice. • Online Tyler Community puts answers and insights at your fingertips. • Tyler Connect is our premier annual user training and networking event. • Tyler University provides formalized online training programs Ongoing Professional Product Support True long-term success means being able to leverage that technology investment over the long term. Our software support services are designed to answer questions, resolve issues, and ensure your Tyler products are running at peak performance. • Live U.S.-based telephone support through a toll-free hotline • Online Tyler Community, a user-driven software support community • Web chat and virtual support tools for quick, real-time virtual assistance
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will work closely with their appropriate sales representative to determine necessary products and services. Tyler’s sales representative will create a quote compliant with Tyler’s Sourcewell contract. All quotes are audited by sales managers and logged in Tyler’s CRM system

30	Describe your strategy related to implementation, integration, and use of implementation partners.	At Tyler, we believe your software should be delivered and successfully implemented on schedule and within budget, meeting clearly defined goals. That's more than an objective for us — it's an expectation. Our implementation process is based on three foundations: • Experience — we have completed more than -40,000 installations in more than 13,000 Client sites • In-house expertise — we don't outsource implementation tasks • Leadership — we adhere to Project Management Institute (PMI) methodology Tyler uses PMI's globally recognized scientific approach to project management to plan and manage all implementations. These principles are deployed by Tyler's greatest asset — our deeply experienced, in-house experts. Guided by these principles, we deliver a well-planned implementation that pairs an understanding of your organization's current needs and practices with Tyler's best business processes, role-based business intelligence, and unique user interfaces that increase efficiency and productivity. Leveraging your Tyler software to improve overall operations is an investment, but the ultimate return is tied directly to a successful implementation. Our ordered, closely monitored, and controlled implementation maximizes your return with a standardized process designed for success. Tyler's implementation process demonstrates our long-term commitment to you. We empower you with best practices that allow you to use your products successfully at the time of go-live, while positioning your organization to be prepared to consume the new technology developments that Tyler offers through its philosophy of perpetual releases and upgrades. With decades of experience and with thousands of successful implementations, Tyler ensures an outcome that exceeds expectations. From the first meeting to the final sign-off, Tyler is with you every step of the way. The key to any successful project is communication. With Tyler, each person in your implementation process plays a critical role, and we know getting people involved early, and keeping them engaged, produces greater overall success. That's why the implementation team, consisting of the client's executive sponsor, the client's project manager, and Tyler's project manager, work together to establish a plan to meet your specific needs, challenges, and schedule for the entire project. Tyler's project manager coordinates each implementation with the support and expertise of Tyler's implementation consultants. Clear roles and responsibilities are assigned to key staff on your project team and your assigned Tyler implementation consultants. This ensures the implementation is successful, and all users have the opportunity to sign off on the project's completion. These key project resources work together to help your implementation process progress as planned. We focus much of our attention on project planning because it is central to the success of implementation. In collaboration with your project manager, your Tyler project manager will customize a detailed project plan to meet your specific needs, challenges, and schedule. This ensures not only that the project is manageable to team members, but also that areas of critical importance are addressed as needed. * Your project management plan will include a project schedule and plans for scope management, quality management, resource management, risk management, and communication management. At Tyler, planning is much more than just creating a list of tasks to accomplish or a calendar of benchmarks to meet. Together, we'll determine the work that needs to be performed for each module, expectations for each project team member, acceptable and agreed-upon testing and quality assurance benchmarks, schedules for system go-live, and an organized flow for all questions, comments, and concerns. This plan is your guide — for the tasks to be completed, the checklists to follow, and the expectations of the people involved. Once approved, the detailed steps ensure we meet the goals and objectives of the project. Inherent in the plan are control points — critical stops — that verify commitment to and understanding of the project. The purpose of these control points is to make sure all needs have been met, each team member has accomplished assigned tasks, and the agreed-upon project plan followed. To ensure effective communication throughout the entire client organization, the Tyler implementation team hosts an official and informative stakeholder meeting. This meeting brings together all participants — from the core implementation team to all end users and the executive sponsor. Employees have a chance to learn about the implementation process, including why a new software system is being implemented. At this time, expectations are discussed. Using Tyler's change management process, each aspect of the project is addressed — facilitating a smooth and efficient process. Design for the Future: Assess and Define Once your project plan has been created, approved, and is ready for execution — what's next? While some implementation approaches may dictate that data conversion or user training comes next in the implementation process, Tyler's team of experts perform a current and future state analysis of your business environment before a single decision is made on how to configure your new solution. We start by performing a solution orientation of the software, allowing project team members to become familiar with key concepts and processes. This provides a preliminary knowledge transfer of the system. Next, Tyler's consultants take a detailed look at your current business processes and determine your challenges, goals, and objectives to establish an understanding of your available options. We collaborate on decisions that may result in business process changes to best meet your needs and optimize the use of your Tyler applications. This approach is a unique way of helping you update your policies and procedures while creating the overall system design — before moving forward in the implementation process. It ensures we meet your expectations and establish agreed-upon processes upfront. Once the system design is paired with the project plan, the rest of the process moves forward in a structured and efficient manner. Training and data conversion proceed because careful planning and testing reduces apprehension about go-live or post-live.

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer satisfaction is of the utmost importance to Tyler. That's why we've designed our customer support model to ensure that issues that arise are resolved within a timely manner. Tyler provides online and continuing education resources on its support website at www.tylertech.com/client-support. Support Organization Tyler technical support is organized by business process. Our product-specific teams allow support staff to focus on a distinct group of products and services by business process so they can handle calls quickly and accurately. The support product manager is responsible for the day-to-day operations of the team and ensures delivery of exceptional technical support to our clients. The team analysts and leads are responsible for assisting the team with client issues and providing ongoing team training. Technical support specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner. Contacting Us to Make a Support Request The most efficient way to reach us is to log a support request online through Tyler's online support incidents at www.tylertech.com/client-support. You can log a case for support anytime. All data is available in real-time. Your existing contact information defaults when you create a new support case. You provide: Description, Priority, Product suite, group, and module. Best practice is to enter as the product suite and to start with the application module for all issues - the application support team will collaborate with other groups as needed for resolution. The case create-form provides unlimited space for you to describe the question or problem in detail, and you can attach files or screen capture that may be helpful to support. Use the My View screen capture tool to record the issue and attach it to the support case. As you enter your request, potential solutions are offered in the Answer Panel to the right of the case entry form. If you do not find an answer while entering your request, continue with the submit. The case is routed to the team with the experts best matched to your request. Once submitted, you will receive an automated email that includes the case number for reference. A Focus on Client Success Our mission is to deliver superior service by providing a timely response, issue resolution, and operational support, resulting in a high-level of client satisfaction. Unlike some companies who outsource their application support to a third party, Tyler offers a complete solution of customer support services provided by our in-house experts. When you contact technical support, your request is responded to by a technical support specialist who begins working on the request at first contact. Every contact from you is logged into our customer relationship management system. This system tracks the history of each case, including the time of first contact, priority of the issue, description of the request, support recommendations, client feedback, and resolution. A list of cases is available in real time on Tyler's support website. Case Priorities To best assist clients, we triage and monitor cases by priority. The case priority is based on your needs and deadlines. Priority identifies the impact of the issue and sets expectations for support and for you. You are responsible for communicating the priority of the case and must contact support if the priority of an issue changes. Support resources are available 8:00 AM to 5:00 PM across four standard time zones (EST, CST, MST, and PST). Tyler has established escalation paths and severity levels that range from Critical to Non-Critical. Critical priority means an issue is severe and requires immediate resolution. A critical issue is one where there is a complete work stoppage, or a loss of multiple essential system functions for all users. Tyler aims for resolution in 1 day or less. High priority issues are ones where there is a repeated, consistent failure of essential functionality affecting more than one user, or the loss or corruption of data; your system is operational, but an essential piece of functionality is not working. Tyler aims for resolution in 10 days or less. Medium priority issues are non-severe issues that Tyler aims to resolve in 30 days or less. Non-Critical priority issues are a lower priority and you will work with Support as time permits. Tyler aims for resolution in 60 days or less. Critical Issues If you are experiencing a severe work stoppage that requires immediate resolution, you can log a critical case through the portal, or you can call Tyler's toll-free number. If all technicians are on the line assisting other clients, you can press "0" to be redirected to the operator to page the team. Following-up on Open Cases You can monitor the status of an open issue in Tyler's online support incidents. In the portal, you can review support's last action on the case and enter new information to share with support. You can request an update by entering a note on the case in the portal, or by calling support and speaking with the assigned technician. Escalating a Support Case If your situation or issue priority has changed, or if you feel you are not receiving the service you need, please contact the appropriate support product manager to escalate. The manager will follow up on your open issue and determine the necessary action.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Tyler is willing and able to sell our best of breed products across the United States. We provide solutions to support all sizes of entities in the public sector and pride ourselves on providing unparalleled support to each customer with a growing array of support services to ensure that our clients' needs are met expeditiously and resolved quickly. This is appreciated by our clients and supports our client retention rate of 98%. Tyler Technologies' singular focus has been providing software and technology services to the public sector. We engage with multiple levels of technology, from back-office systems of record that feed, access and aggregate data, to process integration with workflows across systems, to the applications that provide better access to government for community residents. We provide end-to-end software and services options designed to accommodate each client's unique situation, whether they're moving from manual processes or already engaged in advanced digital workflow. We deliver solutions in multiple ways. From locally installed, client-hosted systems to secure reliable cloud-based offerings, we facilitate hosting environments that work best for our clients. We envision a dynamic future. Our visions of helping our clients create connected communities - where data, processes, and people work together to make communities safer, smarter, and more responsive - is multilayered, with a long-term roadmap for connecting data between departments and agencies and across jurisdictions and geographical boundaries. We are accountable to multiple stakeholders, including public servants, community residents, our employees, and our shareholders, and we take our responsibilities to each of these groups very seriously. We empower the people who serve the public in multiple ways every day. Tyler's 5,500+ employees work hard every day to support our 44,000+ installations in 13,000 locations. We have public sector clients in all 50 states plus Canada, the Caribbean, Australia, Europe, and other international locations. Moreover, Tyler offers the widest range of solutions for the public sector, including: Appraisal & Tax, Civic Services, Corrections, Courts & Justice, Cybersecurity, Data & Insights, ERP Financial, Health and Human Services, Land & Official Records, Public Safety, Regulatory, School Financial, Student Information & Student Transportation.

33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Tyler's Enterprise Permitting & Licensing, MyCivic, Data & Insights, School Transportation, Enterprise Justice, SceneDoc, and Enterprise Assessment & Tax products are all marketed in Canada with dedicated sales resources focusing on this market and continuing to build market share. Specific to Tyler's A&T division , Tyler's experience is both deep and broad in terms of its footprint within Canada. We have been providing property assessment solutions to the Canadian market since 1992, starting with the Province of Nova Scotia. The Province of Newfoundland initially installed the Tyler solution in 1998. Along with these longtime clients, Tyler has implemented its iasWorld CAMA solution for British Columbia Assessment (BCA). BCA is widely regarded as one of the most advanced assessment agencies in the world, assessing nearly two million properties with a total assessed value nearing $1.3 trillion. BCA selected Tyler's iasWorld after a competitive review process to help improve assessment quality, reduce operational and overhead costs, enhance data flow between agencies and improve employee productivity. In addition, Tyler implemented the iasWorld solution in the City of Calgary. The City chose Tyler's iasWorld solution due to our experience in Canada, our appraisal expertise, the overall financial strength of the company, and our singular focus on the public section. Tyler is supporting the City of Calgary's vision of becoming a leading annual market value assessment jurisdiction.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Tyler is intent on marketing its software & service solutions across all states in the US and across Canada.	*
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Tyler provides solutions predominantly to Schools, Cities, Counties, Special Districts, States and Federal Organizations and is intent on marketing its solutions to these organizations across al of Sourcewell's applicable entity sectors.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions on Tyler's ability to conduct business in Hawaii, Alaska, or other US territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a proud Sourcewell partner, Tyler Technologies actively embraces and promotes this partnership to our clients and prospects. Tyler's broad portfolio of solutions empowers the public sector to deliver quality and efficient service to their constituency - through software that provides greater transparency and accessibility, sustainable office practices, and secure data that is easy to manage and maintain. Through our Sourcewell partnership, we can deliver on this mission one step further by helping the public sector make critical software procurement decisions while reducing stress and allowing them to find a solution at the most competitive price point. To drive awareness of the Sourcewell agreement, we have strategically integrated the partnership into our corporate marketing strategy in several ways, including the following: • Tyler has developed multiple collateral resources that speak to the advantages of using Sourcewell as a procurement tool. Our Tyler Technologies Sourcewell Flyer lives in our customer-facing resource center on Tylertech.com. We've also created a brochure titled "Making the Right Long-Term Decision: A Six-Step Approach to Purchasing New Technology" which discusses the various ways agencies begin the procurement process, which speaks to utilizing a purchasing agent like Sourcewell to help save significant time, paperwork, administration fees, and legal costs. Our Munis ERP Case Study directly references the benefits of using a Sourcewell contract in the words of Tyler's client the city of Redding, California. All these resources are available on our website Tylertech.com, but are also Google indexed, making them accessible to anyone looking for resources on these subjects or active keywords. • Our Tyler Technologies Sourcewell Flyer is also available in our sales enablement platform which enables our marketing and sales organization to send important decision- making assets to prospects and clients. • Tyler promotes Sourcewell at hundreds of trade shows nationwide every year, including industry-leading events like GFOA, where our Sourcewell banner is placed proudly in our Tyler-branded booth. Because the Sourcewell brand is so highly regarded within the public sector, this helps strengthen the brand identity of both Sourcewell and Tyler in the eyes of public sector decision makers and allows them to feel confident in the value they are receiving in the partnership. • Tyler's annual Connect client user conference draws over 6,000 government officials and decision makers in attendance. Tyler offers Sourcewell access to our Connect conference, a valuable opportunity to interact with and promote to Tyler's client base. In continuing the partnership, Tyler is open and willing to explore further opportunities where the brand missions align, including: • Upon award of contract, Tyler will produce and distribute a press release to all pertinent media outlets, and the news will be amplified via our social media channels. • Once a year, Tyler will create a thought leadership piece on the significance, benefits, and value of cooperative procurement agreements. This piece will be stored in the resource center on Tylertech.com and will be amplified via social media channels. • Tyler will continue to integrate mentions of the Sourcewell partnership into existing collateral and presentations, further promoting the partnership to both clients and prospects during webinars or in product collateral. • Tyler will incorporate Sourcewell branding into our virtual trade show exhibitor booth at various events throughout the year. When we can attend events in-person, we will incorporate the Sourcewell banner into our booth design where applicable.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As part of our corporate marketing strategy, Tyler Technologies is active on social media platforms including Twitter, LinkedIn, Facebook, and Instagram. We strategically use each platform to amplify key corporate messages through mediums like blog posts, press releases, and downloadable assets as links with UTMs. Digital marketing is a priority at Tyler Technologies, and we continue to grow our influencer network to include key partners and influential voices within our industry and verticals. Tyler is consistently featured prominently in industry and mainstream publications that reach decision makers in target markets. Tyler Technologies and Sourcewell, in this partnership, can leverage and amplify each other's industry expertise on social media, in print, and on digital platforms to hit all prospective audiences. With a continued partnership, Tyler will look to Sourcewell to continuously market the value of their program and the applicability of cooperative procurement to their customer base. Sourcewell should continue to elevate their image in the marketplace, attracting valuable prospects for both brands, through opportunities like trade shows and events. Tyler reps propose usage of the Sourcewell contract when clients are intent on purchasing from cooperative vehicles for procurement of their software and services. Usage volume of the Sourcewell contract exceeds that of all other contracts and our clients appreciate the expeditious process and ease of use of the contract.
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	With a continued partnership, Tyler will look to Sourcewell to continuously market the value of their program and the applicability of cooperative procurement to their customer base. Sourcewell should continue to elevate their image in the marketplace, attracting valuable prospects for both brands, through opportunities like trade shows and events. Tyler reps propose usage of the Sourcewell contract when clients are intent on purchasing from cooperative vehicles for procurement of their software and services. Usage volume of the Sourcewell contract exceeds that of all other contracts and our clients appreciate the expeditious process and ease of use of the contract.
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Tyler provides e-procurement solutions to its clients. Tyler's eProcurement solutions increase efficiency by streamlining the purchasing process, resulting in shorter processing times. The easy flow of information and the ability to customize processes ensures purchasing requirements and needs are met while improving the organization's purchasing power. Tyler has provided an eprocurement punch-out to vendor-hosted websites in Tyler's Enterprise ERP Purchasing and Requisition applications. This makes Munis eProcurement even more useful. Vendor punch-out allows for online shopping on a vendor's website which can be accessed and launched directly from the ERP Requisition application. When accessed, ERP users can shop the vendor's website, creating a virtual shopping cart of items. For example, a ERP user shops on the Staples.com website and builds a shopping cart of items. Once shopping is complete, the virtual shopping cart of items is instantly transferred to Munis and automatically populates a ERP requisition. Once the virtual shopping cart has been transferred to a ERP requisition, the regular ERP requisition process will be enforced. This includes allocating the requisition line items to GL accounts, checking and enforcing available budgets, following ERP requisition workflow and eventually converting to a purchase order. Once a purchase order has been created, sites have the optional functionality to electronically submit the created purchase order to the vendor. Currently, Tyler's own products currently are not offered via an e-procurement ordering process but Tyler is continually looking for ways to improve processes and methods for purchasing Tyler's products. The purchase of Tyler's software and service solutions is a consultative process which involves working with our customers to determine their needs and determining how best they can utilize Tyler's solutions to optimize business at their organization's operations. Tyler has a long history partnering with Sourcewell to improve procurement timelines to provide best in class software and services to the Public Sector.

Table 8: Value-Added Attributes

Line Item	Question	Response *

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.	Tyler offers a comprehensive array of training services and tools to promote optimized usage and best empower those who utilize Tyler software. Tyler uses PMI's globally recognized scientific approach to project manage implementations. Tyler provides hands-on learning in your own labs. Your resources receive consultative knowledge transfer sessions that are a combination of lecture and hands-on education, using your organization's own data. Tyler believes in a train-the-trainer approach to implementation. This approach allows your resources (i.e. power users and functional leads) to be involved in the initial training and software configuration while limiting the amount of time that end users are involved in the project. The power users and functional leads are then involved in training the end user community after all configuration is complete, which helps to increase adoption, solidify knowledge transfer, and lessen resistance to training and process changes. A mutually developed education plan lays out the process of transferring knowledge between you and Tyler. The purpose of the education plan is to: • Communicate the process to stakeholders and functional leaders • Answer specific questions (where classrooms will be established, what database environment will be utilized, etc.) • Establish action items and link project personnel as owners • Define measurement criteria to ensure the plan has been successfully followed Your organization is set up for success with Tyler's train the trainer approach to training and education plan developed over years of industry experience. Additionally, we do offer Tyler-led end user training for circumstances where the train the trainer approach is not feasible. You may contact us at any time for training on future functionality, train new users, or refresh knowledge; However, your team will have access to the tools and services designed to support your internal training leads - TylerU, Tyler Community, client support, state user groups, annual user conference and Tyler Search. More information on these resources is provided below. Tyler has a longstanding track record delivering virtual implementation services. Tyler's standard approach, under normal circumstances, is to conduct roughly 25% of all project days on-site in your facilities. A typical day of training is from 9:00 to 4:30 (or 8:30 to 4:00), allowing for a break for lunch and short breaks in the morning and afternoon as needed. We've found that allowing users time to return to their daily responsibilities before and after classes or sessions allows for more productivity during the session. It also allows the Tyler Implementation staff time to prepare upon arrival and follow-up afterward. The start and stop times for the training will be discussed and agreed upon by Project Management during the planning portion of the project and will be published as standard session times throughout the project. Class size should be limited to twelve (12) users in attendance to the training is critical to gain hands-on experience with the system. Both teams collaborate on all aspects of training, discussed, and documented during the planning stage of the project. The expectation is for Tyler to provide one or more occurrence of each scheduled training. You will be responsible for the logistics of the training by completing such tasks as scheduling resources and ensuring facilities are available. These sessions are to be attended by your key staff members (i.e. functional leads and power users) so that they can then disseminate the information they learn to others in your organization if or when necessary. Our mission is to deliver superior service by providing a timely response, issue resolution and operational support, resulting in a high-level of client satisfaction. Unlike some companies who outsource their application support to a third party, Tyler offers a complete solution of customer support services provided by our in-house experts. Transparency is important, that's why every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident and each incident is assigned a priority number, which corresponds to your needs and deadlines. Clients can track the progress of these incidents online using Tyler's support portal. Tyler provides online and continuing education resources for our clients, including but not limited to the following resources. • Tyler Search - an online query tool that provides answers for your questions by culling through all Tyler's online resources using Knowledge Centered Service • Tyler Knowledgebase- a documentation library in a single, easily accessible location • Tyler Community - Tyler's online forum available 24/7 • Tyler University- Tyler's e-learning solution to enhance support and training of your employees using your data • Tyler Release Management Console- Shows all release version information, with a summary of each release and associated enhancements, open, closed and non-critical issues • Online Help- context sensitive field help and procedural information to assist your team in completing program tasks • Answer Panel- As you begin entering your case details, Tyler Search presents results in the panel that matches your question. Answers provided are the most relevant to your question, regardless of the source of the information. • MyView- MyView is a screen capture tool to give Support more information to assist clients with a case. The recording is linked to the case and visible in the Online Support Incidents portal. • Online Support Portal- log or manage incidents and attach documentation and screenshots • GoToAssist & Bomgar- remote assistance from Support used to connect to your desktop • Phone- Tyler provides a dedicated 800 number that places no limits on who from your team may contact Support, or the number of calls placed • State User Groups - forums organized by Tyler staff and attended by existing clients to get the latest information on Tyler products • Annual Conference - Tyler Connect features online courses taught by Tyler subject matter experts hosted in a different city each year

42	Describe any technological advances that your proposed products or services offer.	Tyler uses industry leading development tools and principles for our solutions. This provides Tyler clients with a business application infrastructure that enables the rapid and cost-effective creation of highly responsive enterprise-class software that's continually enhanced over time. Tyler's commitment to keeping our solutions up to date with the latest technological advances and providing most of those advances as part of our standard support agreement allows our clients to extend the benefits of their investment over a much longer term than with most software. In fact, most Tyler clients are running a state-of-the-art, public-sector solutions that they purchased 10, 15, or 20+ years ago, which now include features and functions that weren't imaginable when they originally purchased the system. Our clients benefit from a solution that is technologically innovative, and we're committed to keeping it that way. We invest significantly in research and development, and have a team dedicated to ensuring our solutions meet or exceed public sector requirements. Consequently, clients receive a product that continually meets their changing needs. Our research team monitors emerging trends and technologies that may impact or benefit our clients. Tyler solutions work because of the unique combination of Tyler's public sector expertise and because our solutions give clients the flexibility to choose options that best match the skills of their staff today and tomorrow. Our reliable, pioneering, and easy-to-use public sector solutions keep Tyler clients at the forefront. Technology is evolving at a faster pace than ever before, providing opportunities to transform the way the public sector works — from online bill pay and electronic filing to end-to-end case management and data analytics. Transformative technologies modernize and digitize government operations to help you deliver better, faster service to citizens. Tyler's software solutions are enhanced by transformative technologies, the pieces of a digital infrastructure which seamlessly works in the background to level up your ability to connect with citizens, protect your systems, streamline data, and improve operations and workflows – all resulting in saving time and money. We help you break down silos to create improved, connected communities built on transparency, accessibility, and insight with these agency-agnostic technologies, some of which are available for purchase within bundles and/or as standalone solutions and some pre-built into our solutions: Data & Insights Our Data & Insights solutions transform the way local government handles operations, uses resources, and serves and informs constituents with the goal of surfacing meaningful, easy-to-understand data to inform government decisions and citizens. Cybersecurity Rest assured that your information is protected with 24/7 advanced network surveillance. The experience of a dedicated cybersecurity analyst is paired with the latest threat intelligence and data analytics for maximum security. Any incidents are identified within minutes and are immediately followed by remediation steps and support. Civic Experience A comprehensive, single, real-time engaging civic app — connecting citizens to all the services, resources, and information your organization offers — helps you control the content you'd like to share while your citizens control when and how they'd like to interact with their government. Productivity Tools Our customized, electronic document management tools move employees from manual tasks to paperless ones with built-in strategic priority workflows, resulting in real-time, dollar savings while strengthening your data's integrity and accessibility. Platform Technologies Purpose-built for public sector case management, our low-code application development platform is flexible enough to manage everything from background checks to benefits programs to professional licensing — with workflows configured to your exact needs. From status determination through full life-cycle administration, it empowers organizations to efficiently and cost effectively track, share, manage, and analyze data to streamline and improve operations. Payments Our end-to-end payments solutions are purpose-built for governments and their constituents. From point-of-sale cashiering, bill presentment, and payment processing to reporting, reconciliation, and payouts, they empower local, state, and federal agencies to simplify payment operations and improve the payer experience.

43	Please describe your software innovation maturity related to the following technology areas: o Machine learning o Natural language processing o Virtual assistants/chatbots o Predictive analytics o Big data analytics o AI/Generative AI	Now, more than ever, the public sector is under pressure to do more with less. Generative AI (GenAI) is stepping up as the practical tool to meet this challenge head-on, delivering real value in an increasingly demanding environment. At Tyler Technologies, we're combining recent advancements in GenAI with our unparalleled expertise to provide solid, practical solutions that deliver three major benefits: • Improved Productivity: AI simplifies repetitive tasks such as data entry, freeing up your team for work that only humans can do. • Smarter Decision Making: AI swiftly transforms raw data into actionable insights, aiding you in making informed, evidence-based decisions. • Better Service Delivery: AI enhances how residents interact with government services, making them more accessible and user-friendly. By prioritizing practical, solutions-oriented AI applications, we're helping public sector agencies to operate more efficiently, make smarter decisions, and provide services that better meet the needs of the communities they serve. A sample of these solutions include: • Tyler's Cyber Security solutions employ the latest advancements in Generative AI to identify abnormal and potentially malicious patterns. • Tyler's AP Automation uses AI and machine learning (ML) through the invoice capture process by extracting text and structuring data such as tables and forms from documents. • Priority Based Budgeting leverages ML and AI to provide key stakeholders with the data and insights needed to overcome capacity gaps and align budgeting. • ARInspect leverages ML to help improve the efficiency and accuracy of field inspections. • CSI Solutions leverage AI to automate data entry and redaction from court documents, saving courts hundreds of thousands of dollars per year, while also increasing the accuracy of the filings. • Tyler's Data and Insights solutions use machine learning to help leading cities forecast their sales tax receipts. • Tyler's Public Safety solutions uses AI to automatically redact sensitive information from reports before those reports are shared with the public. • Tyler's DSD division is partnering with states across our portfolio to roll out innovative chatbots designed to help connect residents with all the services offered by the state, regardless of where they start on the state website. That division is also leveraging AI to help improve decision making and streamline existing workflows. We're not only delivering this technology with our solutions. We're also using this technology to better serve our clients. A sample of those solutions include: • AI is used within Tyler Community to help Tyler's support team gather information and quickly respond to clients. • Tyler's ticket reporting and resolution platform employs AI to get cases to the right places more efficiently with less effort from Tyler's clients. • Tyler's implementation teams are leveraging AI to reduce the time it takes to migrate data from existing systems, leading to faster implementations. While we recognize the enormous potential for positive impact, we also understand the serious concerns and risks associated with AI. As a leader in developing and delivering practical AI solutions for the public sector, we are committed to taking an intentional and thoughtful approach to AI development and deployment, ensuring that our solutions are built on ethical principles aligned with our core values. This commitment helps to safeguard against common concerns such as data privacy, transparency, and bias, ensuring our technology upholds the public trust and contributes to the greater good. *

44	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	With Tyler, information and data can be shared quickly and easily across local government agencies, departments, school districts, cities, and counties. When the flow of information becomes automated, paper usage is reduced, and operations are streamlined as data is shared in real time between offices. This means information can be shared in seconds, not minutes, which allows agencies like law enforcement to solve crimes faster and keep our communities safe. Family of Applications Tyler's best-of-breed applications have a common look, feel, and user experience. Designed to work together, as well an independently, with extended functionality that connects the applications together behind the scenes. A Common Foundation Tyler's applications work together across multiple jurisdictions sharing information and integrating workflow, tasks, and processes, opening the door for local governments and schools to connect to their communities like never before. Shared Data Tyler's cloud-based approach strengthens each agency's ability to communicate, collaborate, and make data- driven decisions quickly by sharing information across multiple departments and jurisdictions. Real-time information is at your fingertips, available when you need it. Connected Applications and Tailored Portals The public accesses data from tailored portals that pull information from multiple agencies allowing easy access to information and providing an easy way for residents to engage with state agencies, local government, and schools. Tyler solutions offer a variety of methods of interfacing with external third-party systems, including file-based import and exports and real-time web service integration through plug-and-play App Connectors, and API Toolkits and Connectors. File-based integration Multiple file-based interfaces are included, and all are integrated as part of the application, designed for end users. Unlike systems that require a database administrator to import or export data with their system, users can easily import or export data through point-and-click user interface. User-defined templates specify the data layout for a specific system, so users can quickly choose the appropriate template at the time of import/export. Templates for commonly used third-party systems are also included out of the box. File-based interfaces can be scheduled for one-time or recurring, automated processing. Imports can be configured with Workflow to send automated notifications or approval requests before the data updates a record. Workflow business rules can be set on a variety of data conditions specific to the imported data. This includes if data causes an account to go over budget, is over a certain dollar amount, or is related to a specific segment of your general ledger. Only after all workflow rules have been approved does the import update production data. Depending on the process, imports can also be rejected at the item or file level; rejected imports can be resubmitted at any time. Productivity Software Support Application data can be downloaded to a variety of formats including PDF, XLS, DOC, XML, and CSV. Any productivity suite capable of opening these file types can be used, such as Microsoft Office and Google Workspace. Data can also be uploaded to the system in these formats through the integrated import applications. Most output include hyperlinks to the corresponding application record for easy access. Most output can also be automatically archived to Content Manager for quick retrieval at any time. Some applications also include mail merge support, allowing users to easily create and maintain form templates for completely customized presentation of application data. Any SMTP/IMAP server can be used to send email notifications, such as Microsoft Exchange and Gmail. 'Plug-and-Play' Application Support Plug-and-play application support provides out-of-the-box integrations for a variety of third-party applications through pre-packaged web services. Tyler develops and maintains these integrations, requiring no development expertise from the client to configure. API Catalog API (Application Programming Interface) Toolkits and API Connectors add value to your organization by enabling you to create your own integrations to share data between Tyler and non-Tyler applications. API Toolkits contain all exposed resources (or endpoints) available in a specific Tyler application module such as Enterprise ERP General Ledger, Accounts Receivable, or Enterprise Asset Management. API Connectors contain a subset or cross-section of API Toolkit resources with the purpose of facilitating a specific type of integration such as third-party cashiering, IVR, or applicant tracking systems. The API Developer Portal is a powerful RESTful API gateway that makes accessing Tyler application data and processes through Toolkits and Connectors easy and intuitive. The Portal conforms to OpenAPI 3.0 and is secured with OAuth 2.0 through Tyler Identity. API resources include example calls and produce properly formatted commands, allowing you to easily exercise them against your data. The API Developer Portal features include: • Simplified, structured API documentation • Industry standard OpenAPI 3.0 interface • Authentication using OAuth 2.0 standard, offering multiple login flows to suit different app implementation scenarios. • Data models and examples for each resource • Produces HTTP URI and CURL commands to exercise resources from within the documentation and return data • Real-time validation • Standard HTTP status codes • Documentation to aid in identifying and understanding normal resources used to complete a given integration.
45	Describe your migration, customization, configuration, and upgrade processes.	Tyler applications are developed as commercial off-the-shelf (COTS) solutions and include various levels of configuration and customization. All configuration and customization tools are application-based allowing end-users and administrators alike to tailor the system to their specific business needs. In addition, by using application-based tools, all customizations are retained upon system upgrade eliminating timely re-tooling, conversions or re-programming typically required from other systems. Tyler maintains and supports all software source modifications with a proven release life cycle. Tyler applications are fully integrated out-of-the-box solution that offers various levels of configuration and customization. All configuration and customization tools are application-based allowing end-users and administrators alike to tailor the system to their specific business needs. In addition, by using application-based tools, all customizations are retained upon system upgrade eliminating timely re-tooling, conversions or re-programming typically required from other systems. Application configuration is maintained with built in toolsets, auxiliary programs, and parameter files for each module. This provides clients with the ability to highly customize the Tyler applications system to their specific operations without the need for custom programming efforts that can cause difficulty applying new releases. All configuration changes are stored in the customer database and not affected by new releases. Tyler maintains and supports all software source modifications to the system with a proven release life cycle. Installation & Upgrades Processes Tyler's industry leading technologies and features are continually enhanced through perpetual upgrades as part of our Evergreen Philosophy. Clients are provided with the flexibility to choose what and when application updates are applied as defined by Tyler's Release Life Cycle Policy. Application release upgrades are installed by Tyler's Systems Management support services at the request of the client. Most Tyler applications also include incremental software corrections between release upgrades. These updates are automatically deployed to non-production environments before automatically deployed to production. Release upgrades and update packages are cumulative, allowing to upgrade directly to latest release regardless of the version upgraded from. Applications upgrades are performed during off hours but are typically unavailable to end-users during upgrade process. This duration varies on several factors including update type, number of updates, and application database size. Tyler provides a dedicated Test environment for most application deployments. This environment is solely intended to install new updates for clients to familiarize themselves with new features and enhancements prior to installing to the Production environment.

46	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Tyler is committed to conserving natural resources through implementing environmental initiatives and facilitating sustainable behavior. Our operational focus areas include energy efficiency, renewable energy procurement, water conservation, and waste minimization. We work to continually improve our awareness of our impacts, even as we grow. Our Environmental Task Force, comprised of multiple facility managers representing our divisional headquarters, organizes its work across three foundational pillars addressing our operational focus areas: • Energy-Optimized Operations - Ensuring energy efficient buildings and business operations through lighting, HVAC, insulation, power management, and renewable energy initiatives • Resource Efficiency - Saving and recycling resources including water, single-use waste, paper, and sustainable procurement initiatives • Green Planet Initiatives - Promoting environmental awareness through training, signage, office green team engagement, behavioral challenge programs, and biodiversity-related initiatives. Each year, Tyler Technologies measures our GHG emissions and energy consumption. We actively seek ways to reduce our carbon footprint, improve energy efficiency, and transition toward renewable energy resources where available. Tyler’s greenhouse gas inventory is conducted in accordance with the World Resources Institute’s (WRI) and World Business Council for Sustainable Development’s (WBCSD’s) GHG Protocol, including the GHG Protocol Corporate Accounting and Reporting Standard (Revised Edition), the Scope 2 Guidance and the Corporate Value Chain (Scope 3) Accounting and Reporting Standard. Tyler Technologies is also invested in the management and reporting of e-waste, which is material to our industry and impacts the environment and our operations. The scope of the 2023 e-waste metrics has been expanded to account for an acquisition that was completed in 2021, leading to significant changes to e-waste numbers compared to previous years. Tyler partners with Iron Mountain and other vendors to responsibly recycle e-waste and effectively divert it from landfills. In 2023, Tyler added 31 offices to the Iron Mountain program to consolidate waste management and reporting, including tracking over 62% of e-waste generated from our operations. Iron Mountain employs the U.S. Environmental Protection Agency’s (EPA’s) Waste Reduction Model (WARM) to estimate associated energy savings and carbon emissions avoidance. In 2023, this program enabled Tyler to recycle 66% of our equipment and remarket the remaining 34%. Mixed electronics, desktop computers, and portable electronic devices were our largest contributors by weight. Through the program, we avoided over 26 metric tons of GHG emissions in 2023, equivalent to preventing over 2,900 gallons of gasoline from being burned. In particular, our Yarmouth and Falmouth, Maine, offices recycled a total of 10,548 pounds of e-waste, saving more than 22,000 kilowatt-hours of electricity. Tyler is committed to conserving natural resources and addressing environmental concerns. Through education and best practices, Tyler works to promote environmental sustainability through green planet initiatives, energy- optimized operations, and resource efficiency. Green Planet Initiatives • Tyler’s Environmental Task Force and office Green Teams educate, empower, and promote environmental sustainability. • Onsite electric charging stations and shuttle services between offices reduce Scope 3 GHG emissions. • Remote software implementation provides paperless solutions for clients, reduces carbon footprint by 22,000 metric tons of carbon, and eliminates unnecessary business travel. • Annual greenhouse inventories assess Scope 1 and 2 (direct) GHG emissions and analyze Scope 3 (indirect) emissions. Energy-Optimized Operations • Energy consumption per employee is reduced by replacing incandescent lights with LED lights, adding window film to reduce heat gain, and installing light motion sensors. • Five out of seven of Tyler’s main facilities are on renewable energy plans and enable local providers to procure renewable energy credits. • Commercial solar power generation and storage project at Tyler’s Plano office generates cleaner energy and more than 450,000 kWH of energy per year. Resource Efficiency • Rainwater harvesting, rain sensors, and high efficiency plumbing reduces water consumption. • Eliminating non-recyclable products and implementing recycling programs reduces office waste. • Purchase decisions evaluate and incorporate Energy Star rating and conversation value guidance.	*
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Our dedication to public sector and technology industry experts helps us provide the best products and services possible to help governments solve problems and strengthen communities. We’re committed to world-class service by investing resources in transformative partnerships. Tyler has Technology Partners and a Tyler Platform Alliance program. Tyler’s technology collaborations provide products and services that complement each other. Our cooperative agreements allow us to focus on what we do best while providing our clients with the strongest solutions for asset management, business intelligence, custom forms and statements, GIS mapping, online payments, online purchasing, and more. Our active memberships in digital security organizations reinforce our commitment to providing Tyler staff and clients the highest level of data security. Tyler’s technology partners include – AWS, Cloud Security Alliance, ESRI, International Association of Privacy Professionals (IAPP) Infinite Campus, Microsoft Tyler’s Platform Alliance is a partner program for organizations to develop, market, sell and implement solutions based on Tyler Technologies platform products – Application Platform & Data & Insights.	*
48	Describe your strategy related to ecosystem partners for additional functionalities or capabilities.	Our dedication to public sector and technology industry experts helps us provide the best products and services possible to help governments solve problems and strengthen communities. We’re committed to world-class service by investing resources in transformative partnerships. Tyler has Technology Partners and a Tyler Platform Alliance program. Tyler’s technology collaborations provide products and services that complement each other. Our cooperative agreements allow us to focus on what we do best while providing our clients with the strongest solutions for asset management, business intelligence, custom forms and statements, GIS mapping, online payments, online purchasing, and more. Our active memberships in digital security organizations reinforce our commitment to providing Tyler staff and clients the highest level of data security. Tyler’s technology partners include – AWS, Cloud Security Alliance, ESRI, International Association of Privacy Professionals (IAPP) Infinite Campus, Microsoft Tyler’s Platform Alliance is a partner program for organizations to develop, market, sell and implement solutions based on Tyler Technologies platform products – Application Platform & Data & Insights.	*
49	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Tyler partners with businesses in this category to supplement offerings and services targeted at the public sector. Tyler would not be applicable for these certifications.	*

50	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We imagine that many of the solution providers evaluated by Sourcewell will have overlapping product and service offerings, but how many can say that they are solely focused on the public sector? Just one. Tyler - It's all we do. Our expertise in this area allows us to provide quality products and customer service that are in line with most needs in public sector software. Not to mention, many of our employees came directly from public sector roles - meaning our products are designed and supported by the people who know what the public sector needs. Solution areas: Public Administration: - Appraisal & Tax - Civic Services - ERP - Land & Official Records - Regulatory - Outdoor Recreation Courts & Public Safety - Corrections - Courts & Justice - Public Safety Health & Human Services - Environmental Health - Disability & Benefits K-12 Education - School ERP - Student Information - Student Transportation Transformative Technologies - Data & Insights - Civic Experience - Cybersecurity - Payments - Platform Technologies - Productivity Tools When you purchase software solutions from Tyler, you aren't just getting the latest software as of the date you sign your contract. You are also getting the benefit of perpetual upgrades as they happen. We deliver this without additional license fees. Both on-premises and SaaS clients receive new releases and upgrades for the life of their maintenance or subscription agreements. Our products are continually enhanced through a process of perpetual upgrades. This steady stream of significant yet manageable changes is deployed with minimal disruption to your operations. Our evergreen philosophy is a commitment to our clients. • Your investment in our products is long term. • Your product will continue to evolve and remain a market leader. • We are continuously enhancing our products with underlying technology. • We are constantly adding new features, adding value and increasing efficiency in the public sector workplace. • One of our core values is community, that's why we've created many spaces, digitally and in- person, to better connect our client base with each other. Resources like our online Tyler Community platform, annual Tyler Connect user conference, and product specific state user groups meetings allow clients and staff to gather, learn, and collaborate on a variety of topics and initiatives. Each year thousands of clients come to learn about Tyler, our products, and to connect with peers and staff. This premier event helps clients get the maximum use of their Tyler software. You learn more about existing or proposed functionality through dozens of classes over several days. Development product managers attend the event to share their plans for the next upgrade and to solicit feedback from clients. Our clients' input from past conferences continues to significantly impact the direction of software enhancements and changes. Client attendance each year ensures that appropriate needs are reflected in product development strategies. Connect is held in different locations every year to accommodate our geographically diverse client base and to provide fresh and exciting activities for our clients outside of the classes and labs. Tyler is proud of the tenure of our employees. Many employees have come directly from the public sector or have worked in roles at Tyler like implementation and support that provides them with firsthand experience and knowledge of what the public sector needs. This experience paired with the extensive hands on training provided makes our in-house experts excellent resources for our clients to rely on during implementation and beyond.

51	If applicable, how does your solution facilitate increased citizen engagement and feedback in public sector processes?	Tyler Technologies provides various software solutions tailored for the public sector, which can significantly enhance citizen engagement and feedback in governmental processes. Here's how some of their products facilitate this: Online Portals: Tyler's software often provides robust online portals where citizens can access information, submit requests, and provide feedback on various government services, view bills and make payments. These portals streamline communication between citizens and government agencies, making it easier for citizens to engage with their local government. Online Payment Systems: Tyler provides online payment solutions that allow citizens to conveniently pay bills, fees, and taxes online, increasing engagement and participation in government services. Mobile Applications: Many of Tyler's solutions offer mobile applications, allowing citizens to engage with government services on-the-go. These apps often include features like reporting issues (e.g., potholes, graffiti) directly from a smartphone, providing feedback on public projects, or accessing important information about local events and services. Data & Insights: This data-driven digital transformation accelerates innovation, data sharing, and transparency. It helps in engaging citizens with interactive visualizations, dashboards and reports. Enterprise Permitting & Licensing: This platform allows citizens to apply for permits, plan reviews, licenses, and more, online at their convenience. MyCivic 311 Mobile App: This application provides citizens with a platform to report non-emergency issues, communicate directly with city and county staff, get updates on reported issues, and be informed of local government news and events. Municipal Justice: This software enables citizens to pay court obligations from anywhere, reducing foot traffic and wait times at the court. ERP Financials & Utility Billing: These applications allows citizens to easily pay utility bills online, improving customer service and efficiency. Online Dispute Resolution: An online dispute resolution tool that allows citizens to resolve disputes from anywhere at any time, without having to go to court. These are just few of the many tools and applications Tyler Technologies markets to increase and facilitate citizen engagement. Each application is designed to streamline processes, increase transparency, and make it easier for citizens to interact with their local government.
52	How does your solution support digital transformation initiatives within the public sector, including cloud adoption, mobile access, and digital service delivery?	Tyler is focused on digital transformation initiatives among its client base and well suited to help guide modernization strategies and the adoption of updated technology that will help our clients better serve the public. Tyler, the leader in public sector software, together with Amazon Web Services (AWS), the most flexible and secure cloud computing environment available today, sets the standard of public sector software in the cloud. Cloud technology solutions enable all levels of government to be more connected, secure, flexible, scalable, and efficient. Tyler supports our clients' cloud journeys. In the cloud, governments become equipped to deliver future technologies that will strengthen Tyler's Connected Communities vision. • Tyler's managed applications reduce the burden on client IT staff • Costs are predictable for the term of the subscription • Expenditures are lower overall compared to on-premises deployments • Increased remote access capabilities enable secure and flexible work arrangements from any internet connection, anywhere, anytime • Solutions run on AWS, built to guard against outages and incidents • Connectivity to applications is secured through market-leading authentication platforms • Client data is backed up and retained using federally compliant standards • Tyler's employees, skilled in the latest cloud technologies, provide 24/7 monitoring for infrastructure, performance, and security With Tyler's cloud solutions, our clients are able to accomplish greater goals with increased system availability, improved response times and data reliability without the maintenance. More than 11,500 Tyler clients leverage our cloud-based solutions and more than 6.4 million users rely on Tyler's e-service solutions to make payments, file court documents, submit permits, and interact with government. Tyler's collaboration with AWS helps to deliver better experiences for residents and further enables the public sector to use data as a strategic asset in the design, management, and delivery of programs. Adoption of key AWS services lays the groundwork for future cloud services in response to government and public sector needs. Tyler and AWS deliver efficient applications for governments and provide the benefits of the world's most broadly adopted public cloud to Tyler clients. Mobile Options: Tyler provides applications across multiple platforms, including mobile and touch screen tablets, offering end-users with on-the-go access from virtually anywhere. Responsive web applications automatically orient screen layout for optimal user experience, whether accessed from a desktop monitor or smartphone. Native mobile apps leverage device resources such as GPS or camera; and integrated store-and-forward functionality allow the use of apps without a data connection, and automatically syncs when back online. Many of the back-office browser applications are also accessible from mobile devices, and some are even optimized for touch providing near identical functionality regardless of the platform or device used.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Do your warranties cover all products, parts, and labor?	Tyler warrants its software and services as indicated in the software and services agreements included with our proposal. With few exceptions, Tyler does not warrant hardware or other 3rd party products but passes through those warranties to Participating Entities.	*
54	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our software warranty requires clients have an active Maintenance or SaaS agreement.	*
55	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Tyler software warranty support is provided remotely If we need to travel to a client site for warranty support, it will be at no charge to the client unless the onsite trip is caused by the client's failures to perform under the agreement. Warranty coverage for third party products and services is subject to the suppliers' terms.	*
56	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We can provide warranty service for our software and services throughout the United States and Canada. As noted above, warranty coverage for third party products and services is subject to the suppliers' terms	*
57	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	With very few exceptions, we do not offer warranties for third party software, hardware, or services.	*
58	What are your proposed exchange and return programs and policies?	Tyler Software: So long as the client has an active software maintenance or SaaS agreement, Tyler will cure Defects in its software, as defined in the applicable agreement, in accord with the applicable support call process. Tyler Services: In the event Tyler provides services not in accordance with appliable industry standards, Tyler will reperform those services at no additional cost to the client. 3rd Party Products: Warranty and exchange policies are determined by the applicable supplier and/or manufacturer. Tyler will reasonably coordinate support and warranty claims for 3rd party products resold by Tyler.	*
59	Describe any service contract options for the items included in your proposal.	Tyler does not warrant hardware or other 3rd party products but passes through those warranties to Participating Entities. Extended warranties can possibly be leveraged through those 3rd Party providers.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
60	Describe any performance standards or guarantees that apply to your services	At Tyler Technologies, our goal is to have enthusiastic customers for life. And we're constantly making investments in our technology, business operations and customer service to ensure that we're providing an outstanding customer experience that's second to none. Tyler offers a complete solution of customer support services provided by our in-house experts. To best assist clients, we triage and monitor support cases by priority. The case priority is based on the customer's needs and deadlines. Priority identifies the impact of the issue and sets expectations for support and the customer. Tyler adheres to an established SLA and support call process with resolution targets aligned with incident priority. In terms of software performance and benchmark testing: Tyler has a dedicated Performance Testing department and lab. Automated testing is performed across three primary testing areas: performance, load, and stress testing. • Performance Testing validates speed, scalability, and/or stability of the system. This allows Tyler to determine current capacity of the software and ensure most performance issues are resolved prior to software releases and updates. Performance testing also aids in determining precise hardware requirements and configurations. • Load Testing validates the system's performance under normal or peak workload (e.g., number of transactions, concurrent user sessions). Testing modules are created to include common tasks that may be run daily by clients to simulate a typical workload. All workloads are run simultaneously to simulate client usage. • Stress Testing validates the system's performance/behavior when pushed beyond normal/peak workloads. In addition, hardware failures simulations are included in these tests to evaluate bottlenecks and identify potential causes of the failure. Tyler utilizes a variety of client footprints to represent various configurations that make up our client base. These configurations range from consolidated environments running 1-2 modules to distributed systems running the entire application suite. There are no performance limitations of Tyler solutions and reasonable response times should be expected. Due to variety of factors that can affect the response time of the system, response times or performance levels for all functions cannot be strictly guaranteed. Tyler development and cloud operation departments make consistent efforts to monitor and improve system responsiveness based on user feedback, and work to guarantee benchmark performance at optimal levels for a wide range of municipalities and usage patterns large and small. Tyler's experienced professional services team can provide tailored recommendations specific to client business processes to optimize performance and user experience. Tyler Technologies warrants its service to its standard service level agreement (SLA). The SLA defines service availability (% of uptime), and recovery point objective (RPO) and recovery time objective (RTO) for Tyler cloud solutions. If a client is unable to access Tyler applications for any reason, opening a support ticket is all that is required to report, and track downtime counted against Tyler's SLA. For more details, refer to the included sample Service Level Agreement.	*
61	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Tyler's support services are documented in our current Support Call Process (Schedule 1 to Exhibit C of Tyler's LSA and SaaS agreements). Tyler's Service Level Agreement (Exhibit C to Tyler's SaaS agreement) outlines the information technology service levels that we provide to our clients to ensure the availability of the application services requested.	*

62	Describe your data integrity and protection standards, data backup, recovery, and secure storage solutions.	Tyler applications use a combination of database constraints and robust application-level business logic to ensure data integrity. Due to the integrated nature of Tyler applications, single “master records” are shared across multiple products. This ensures one data record is maintained across multiple applications, eliminating the need to “sync” or manually entering duplicate data in multiple areas. Most data entry involved choosing records from pre-defined tables maintained by application administrators rather than entering data free form. Finally, Tyler applications follow best practice database rules for transaction rollbacks. Any in-flight transactions that are interrupted between a begin work and commit work, will roll back to the previous commit. Tyler solutions run on AWS state of the art data centers using innovative architectural and engineering approaches. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS Cloud. AWS builds to guard against outages and incidents, and accounts for them in the design of their services; so, when disruptions do occur, their impact on customers and the continuity of services is as minimal as possible. AWS data centers operate in alignment with Tier III+ guidelines. More information regarding Uptime Institute guidelines employed can be found at: https://aws.amazon.com/compliance/uptimeinstitute/. As part of Tyler’s defined business continuity plan, full server snapshots are replicated across multiple Availability Zones. Availability Zones consist of one or more discrete data centers, each with redundant power, networking, and connectivity, and housed in separate facilities. They are connected to each other with fast, private fiber-optic networking, providing automatic fail-over for minimal disruption. Tyler employs a FIPS-compliant enterprise backup solution certified for CJIS and GovCloud use. Data transfer and storage is encrypted as defined in FIPS140-2 and FIPS140-3 standards over private connections within the AWS network. Backup of client production data occurs nightly and are retained as defined by application-specific retention policies. Data restoration requests must be submitted through the standard support ticketing process by client approved personnel only. Tyler Technologies warrants its service to its standard service level agreement (SLA). The SLA defines service availability (% of uptime), and recovery point objective (RPO) and recovery time objective (RTO) for data centers used for Tyler SaaS hosting. Tyler’s business continuity plan is tested annually, and backup restore tests are performed weekly. Further information regarding Tyler’s business continuity plan can be found in Tyler’s most recent Type 2 Service Organization Controls No. 2 (SOC 2) report. Tyler cloud solutions run on Amazon Web Services (AWS), the global leader in public cloud. Applications and data run across multiple Availability Zones for redundancy and business continuity. US client data is stored/backed up in multiple AWS US Regions. Canadian client data is typically stored in an AWS Canada Region. Tyler’s robust data security and privacy protocols are utilized to maintain a safe and secure environment for Tyler’s SaaS Services. To that end, Tyler agrees to comply with all federal and state laws and regulations on security and privacy that are applicable to the services Tyler is required to provide pursuant to an agreement resulting from this procurement. Tyler has defined security control processes in place audited at least yearly in accordance with the AICPA’s Statement on Standards for Attestation Engagements (“SSAE”) No. 18. In addition, Tyler has attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent. More information on Tyler Industry & Regulatory Compliance, including how to obtain a copy of Tyler’s SOC Report, can be found at: https://www.tylertech.com/about-us/compliance. Tyler’s dedicated application security team is dedicated to continuously reviewing and enhancing the security posture of Tyler’s products. Tyler uses enterprise level dynamic and static security scanning tools as part of our software development lifecycle. In addition, Tyler’s application security team executes manual assessments on Tyler products using a testing methodology based upon the OWASP Testing Framework. Additional industry standard security measures include in-transit and at rest data encryption, role-based access control based on NIST standards, and industry standard organizational and physical security controls. Tyler cloud solutions run on Amazon Web Services (AWS), the global leader in public cloud. The AWS Security Center provides up-to-date information on AWS audits by independent third-party auditors. These controls have met the needs of more than 8800 public sector organizations and 5.1 million users using Tyler cloud solutions. Any system security requirements must be mutually agreed to by Tyler and the Client.	*
63	What are your policies and governance features regarding large language models and generative AI?	Tyler is committed to the responsible use of AI and delivering solutions built on ethical principles aligned with our core values: Open, inspectable, and transparent. 1. Accountability: We hold ourselves accountable for the ethical development, deployment, and usage of AI technologies, ensuring that all decisions and actions related to AI are transparent, traceable, and subject to review. 2. Integrity: We conduct all AI-related activities with integrity and honesty, and are transparent about how AI technologies are developed, deployed, and used, providing clear explanations of AI-driven decisions and ensuring that stakeholders have access to information about the ethical considerations and impacts of AI. 3. Focus: We maintain a focus on the ethical implications and societal impacts of AI technologies, prioritizing the well-being and interests of individuals and communities in all AIrelated decision-making processes. 4. Inclusion: We promote diversity and inclusion in the development and usage of AI technologies by prioritizing fairness and equity in the design and implementation of AI systems, taking measures to mitigate biases, and ensuring AI systems are designed to serve the needs of all individuals, regardless of their backgrounds, identities, or characteristics. 5. Community: We contribute to the broader community by fostering collaboration and knowledge sharing, and by respecting user privacy and protect personal data in all AI-related activities, adhering to strict data protection standards and regulations to safeguard the confidentiality and security of individuals' information. 6. Growth: We embrace opportunities for growth and learning in AI ethics and best practices, investing in the professional development of our employees and promoting continuous improvement in our approach to ethical AI usage.	*
64	User Accessibility: How does your software ensure accessibility for all users, including those with disabilities, in compliance with standards?	Tyler applications intended for external users to our clients such as applicants, employees, retirees, residents, and vendors are designed using standards to support ADA accessibility requirements. Front-end UX components adhere to Web Content Accessibility Guidelines (WCAG) 2 A-AA compliance. Quality Assurance teams leverage several tools to validate compliance during development and testing including screen readers. Tyler continues to monitor Section 508, ADA, & WCAG compliance as a focal point of development activities.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
65	Describe your payment terms and accepted payment methods.	45 days following invoice date. Tyler accepts payment through ACH/EFT as well as credit cards and checks.	*
66	Describe any leasing or financing options available for use by educational or governmental entities.	While we do not offer leasing or financing options directly, Tyler has occasionally coordinated client requests in order to obtain funding for their procurements. Additionally, Tyler will reasonably cooperate with clients who have exigent financial restraints in order to structure payment terms that allocate the total cost of ownership over the term of the agreement.	*
67	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Tyler expects to use the standard Tyler contract applicable to each individual procurement in substantially the same form as those submitted with our proposal as they contain language specific to the software industry, such as license grant and intellectual property infringement. Tyler has included our standard License and Services Agreement ("LSA"), SaaS Agreement, Payment Processing Agreements, Commercial Terms, Data & Insights Terms, Disbursements Agreement, Recreation Management SaaS Agreement, and Platform Solutions Division Terms for reference. Exhibit C of Tyler's LSA includes our standard Maintenance and Support Agreement. Exhibit C of Tyler's SaaS agreement includes our Service Level Agreement. Exhibit D of Tyler's standard LSA and SaaS agreements include the various End User License Agreements that are applicable for the use of certain Tyler Software.	*
68	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Tyler accepts Visa/Mastercard. Changes can be five thousand dollars or less.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
69	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Tyler provides a broad range of best in class software solutions developed exclusively for the public sector. Additionally, Tyler offers comprehensive service offerings to the support the successful implementation of our products and continued optimization of our solutions at client sites so that they truly benefit and empower the users, their organization and their constituencies. The majority of Tyler's clients choose to host their solutions in the cloud. Tyler's subscription based pricing lowers the cost of entry by eliminating large up-front fees and spreading costs over time. Tyler provides comprehensive enterprise software that is configured specifically for each client's unique needs. The individual line items and MSRP prices are derived from a series of proprietary calculations. All pricing proposals offered to Sourcewell members will clearly show the MSRP and the applicable Sourcewell discount. This discount is limited to Tyler Software Licenses and Tyler Software License Subscriptions (SaaS) portions of the proposal and do not apply to services, annual maintenance, custom programming, third party products and services and other components of the client's proposal that are not listed as Tyler Software Licenses or Tyler Software Subscription. Tyler has provided detailed pricing schedules and the overall discount structure for the applications included in this response. Determining the needs of our customers and the software that will be suit their organization to optimize processes is a consultative process and pricing formulation is multi-factored and involves both software and service offerings. Tyler strives to work closely with all its prospects and clients to best understand their needs and propose services and solutions to appropriately serve their needs. Tyler's quotes to our customers will clearly present the actual list price and proposed discounts that have been expressed in Tyler's proposal.	*
70	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Tyler will discount then-current pricing by 10% for software licenses and SaaS fees for the initial term. Tyler's Data & Insights SaaS product offering fees will be discounted by 5% for the initial term. Cybersecurity services will also be discounted by 5%. Tyler's application platform solution This discount does not extend to transactional-priced applications, services pricing, (implementation-focused training, project management, product development services, service subscriptions), software maintenance, renewals, or hardware.	*
71	Describe any quantity or volume discounts or rebate programs that you offer.	Much of Tyler's pricing is based on a volume discount pricing construct. With an increase in the purchase amounts of licenses or users in our subscription-based pricing, the cost per license/user decreases. Clients may also choose to purchase a site license for many of our subscription arrangements which allows innumerable amounts of users access to Tyler's solution and is an appropriate and cost-savings approach for many of Tyler's clients.	*
72	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not applicable to the products and services offered by Tyler.	*
73	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Elements associated with the cost of acquisition will be detailed on the quote and further supported by commentary on the quote and within the contract.	*
74	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery or shipping are additional costs and not covered by the Sourcewell agreement. All associated costs will be detailed in the clients proposal	*
75	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery or shipping are additional costs and not covered by the Sourcewell agreement. All associated costs will be detailed in the clients proposal	*
76	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Tyler has a quoting tool that has been programmed to factor in automated discount minimums when sales resources are generating quotes associated with Sourcewell. The tool appropriately generates quotes that are then automatically posted in Tyler's CRM database. There is full transparency as to what was quoted for each client and quotes can easily accessed and reviewed for compliance. In CRM all quote components can be generated to pull all previous quarter activity to be reviewed and analyzed for compliance by sales, finance, and legal resources.	*
79	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Tyler has been a longtime partner of Sourcewell and past benchmarks will immediately inform current contract success. As stated earlier in Tyler's response, the mix of divisional usage has broadened substantially over the duration of Tyler's contract term and Tyler will continue to work to increase divisional usage. Tyler will montior revnenue growth, new client adoption, usage by rep, specific product procurement trends, and new territory expansion.	*
80	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Tyler is proposing a 2% admin fee on the contracted value of the first year of on- premise software licenses costs and software-related SaaS fees.	*

Table 14: Depth and Breadth of Offered Equipment Products and Services

Proposers including solutions offered within the scope of Categories 1, 2, 3, and 4 within its singular proposal must designate they are seeking award in **Category 5** in the Sourcewell Procurement Portal. Proposers seeking award in Category 1, 2, 3, or 4, as defined herein must make that designation below. Proposers may only receive an award within the Category(-ies) they designate. Sourcewell reserves the right to re-categorize any designation as it deems appropriate.

Line Item	Category Selection	Offering *	
81	Category 1: Core Administrative Systems	(•) Yes ( ) No	*
82	Category 2: Education and Public Sector Information and Work Management	(•) Yes ( ) No	*
83	Category 3: Asset and Risk Management	(•) Yes ( ) No	*
84	Category 4: Public Engagement and Specialized Services	(•) Yes ( ) No	*
85	Category 5: Integrated Enterprise Solutions	(•) Yes ( ) No	*

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes Core Administrative Systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
86	Human Resources Software	(•) Yes ( ) No	Tyler offers comprehensive Human Resource software solutions which include but are not limited to:Tyler's Enterprise ERP, ERP Pro, School ERP Pro, Time & Attendance, Absence & Substitutes, and Workforce Case Management solutions	*
87	Financial Performance, Spend, or Expense Management Software	(•) Yes ( ) No	Tyler offers comprehensive Financial Software which include but are not limited to: Tyler's Enterprise ERP, ERP Pro, School ERP Pro, ACFR Statement Builder, Priority-Based Budgeting, Data & Insights	*
88	Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions	(•) Yes ( ) No	Tyler offers comprehensive Accounts Payable, Accounts Receivable, Billing and Revenue Collection solutions which include but are not limited to: Tyler's Enterprise ERP, ERP Pro, School ERP Pro & Payments, Cashiering, Disbursements, Revenue Mangement (Utilitiy Billing, RE/PP Tax, General, Permitting & Licensing, Courts & Public Safety collections.	*
89	Procure-to-Pay and Contract Management Systems	(•) Yes ( ) No	Tyler offers comprehensive Procurement solutions which include but are not limited to: Tyler's Enterprise ERP, ERP Pro, School ERP Pro, AP Automation, Req & PO solutions, integrated content management.	*

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 2 will be submitting in the broad category that includes Education and Public Sector Information and Work Management. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
90	Student Information System (SIS)	◉ Yes ○ No	Tyler offers a broad suite of solutions devloped for K-12 Education including by not limited to: School ERP Pro, Absence & Substitue, Student Tranportation, and SIS K-12 for Missouri.	*
91	Learning Management System (LMS)	◉ Yes ○ No	Tyler offers LMS features within its ERP solutions.	*
92	Work Management Software	◉ Yes ○ No	Tyler incorporates work management features into core applications, including but not limited to: Role tailored dashboards, workflow, robust reporting, scheduling.	*
93	Enterprise Content Management/Records Management	◉ Yes ○ No	Tyler offers robust records mangement and content management offerings.	*
94	Enrollment Management Systems	◉ Yes ○ No	Tyler offers comprehensive benefit enrollment management systems.	*

Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 3 will be submitting in the broad category that includes Asset and Risk Management. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
95	Computerized Maintenance Management System (CMMS)	◉ Yes ○ No	Tyler offers comprehensive CMMS solutions.	*
96	Facility Management Software	◉ Yes ○ No	Tyler offers Facility Management solutions.	*
97	Energy Management Software	◉ Yes ○ No	Tyler offers a comprehensive offerings for Utilities Billing & Asset Management.	*
98	Insurance and Risk Management	○ Yes ◉ No	.	*
99	Environmental, Health, and Safety (EHS) management	◉ Yes ○ No	Tyler offers broad and comprehensive Civic Services solutions which include but are not limited to: Environmental Health, Enterprise Permitting & Licensing software, Fire Prevention Software, Community Development, Business Management and Asset & Citizen Request software and services.	*

Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 4 will be submitting in the broad category that includes Public Engagement and Specialized Services . See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
100	Court, Corrections, and Justice System	◉ Yes ○ No	Tyler offers broad and comprehensive solutions which include but not are not limited to: Justice Plus, Municipal Justice, Municipal Jury Manager, Online Dispute Resolution, Enterprise Justice, eFile & Serve, Guide & File, Civil Process, Enterprise Corrections, Electronic Warrants, Enterprise Jury Manager, Enterprise Supervision, Correction Solutions, Agency Intelligence. Enforcement Mobile, Public Safety Pro, Fire Prevention Mobile, Enterprise Public Safety	*
101	Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions	◉ Yes ○ No	Tyler offers broad and comprehensive solutions which include but not are not limited to: Enterprise Permitting & Licensing, Enterprise Environmental Health, Enterprise Asset Management, Enterprise Service Requests, Enterprise Assessment & Tax, Assessment & Tax Pro, Assessment & Tax Plus, Property & Recording Insights, Appraisal Services, Enterprise Records Management,, Enterprise ERP, ERP Pro, School ERP Pro,	*
102	Parks and Recreation Software	◉ Yes ○ No	Tyler offers broad and comprehensive solutions focused on Outdoor Recreation and Parks & Recreation solutions	*
103	Citizen Relationship/Engagement Management	◉ Yes ○ No	Tyler offers comprehensive Citizen Relationship/Engagement Management solutions including but not limited to robust customer focused portals, Data & Insight solutions focused on transparency and resident engagement, Civic Portfolio offerings.	*

Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 5 will be submitting in the broad category that includes Integrated Enterprise Solutions. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
104	Comprehensive suites that encompass Enterprise Resource Planning (ERP) and at least one solution from EACH category 1-4 above	◉ Yes ○ No	Tyler offers a broad and comprehensive suite of solutions as part of Tyler's Civic Portfolio, ERP Portfolio, Property & Recording Portfolio, Courts & Public Safety Portfolio, K-12 Education, Outdoor Recreation, Regulatory and Tyler one Portfolio.	*

Table 20: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
105	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Tyler is offering broad and comprehensive innovative software, services and hardware that is necessary to operate Tyer's software solutions. Our software offerings are broken down into distinct solution groups. Tyler Technologies is committed to providing the best and broadest array of software and services to the public sector. Dedicated research and core development groups ensure Tyler remains focused on the needs of existing customers while also envisioning and executing on what prospects will expect from products and services in the future. Tyler's Evergreen Philosophy continually provides returns on our clients' investment by refreshing the features and underlying technology in a planned and non- disruptive approach. Public Administration Civic Portfolio - Enterprise Permitting & Licensing Enterprise Service Requests Enterprise Asset Management Parks & Recreation ERP Portfolio Workforce Case Management Time & Attendance ERP Pro Enterprise ERP Assets Mobile & Inventory Mobile Enterprise Forms Priority Based Budgeting ACFR Statement Builder Property & Recording Portfolio CA Valuation Appraisal Services Assessment & Tax Plus Enterprise Records Management Enterprise Assessment & Tax Assessment & Tax Pro Regulatory Portfolio State Regulatory Platform Regulatory Licensing & Permitting Cannabis Licensing Firearms POC Background Check Enterprise State Regulatory Outdoor Recreation Portfolio Recreation Licensing Parks & Recreation Recreation Management Courts & Public Safety Justice Portfolio CSI Justice Plus Municipal Justice Municipal Jury Manager Online Dispute Resolution Enterprise Justice eFile & Serve Guide & File Civil Process Enterprise Corrections Electronic Warrants Enterprise Jury Manager Enterprise Supervision Correction Solutions Public Safety Portfolio Agency Intelligence Enforcement Mobile Public Safety Pro Fire Prevention Mobile Enterprise Public Safety K-12 Education	*

		Schools Portfolio School ERP Pro Absence & Substitute Student Transportation Telematic GPS Tyler Drive Onboard iPaaS Tyler One Portfolio Application Platform My Civic Engagement Builder Content Hosting Statewide Digital Solutions Open Data Platform Disbursements Data Collect Mobile Data & Insights Cashiering Cybersecurity Hub Identity Meeting Manager Notify Payments	
106	Equipment and accessories related to the offering of systems or solutions described in subsections categories 1-5 above, including but not limited to, hardware, peripherals, and accessories	Tyler supplies hardware that supports operation of Tyler's software solutions.Hardware offerings include but are not limited to: POS cashiering hardware and components, Time Clocks, vehicle tablets, telematics devices, bar code printers, kiosk, mobile printers, mobile docking stations, asset label printers, scanners and related accessories.	*
107	Services related to the offering of systems or solutions described in categories 1-5, including, but not limited to, hosting, cloud migration, modernization, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud, and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support	Tyler offers a broad array of services to support installation, deployment, implementation, project management, software support and maintenance, data conversion, customization, integration, hosting, managed, upgrade, Cybersecurity, and training services.	*

Table 21: Exceptions to Terms, Conditions, or Specifications Form

Line Item 108. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	(•) Yes ( ) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Tyler Techologies Pricing - Sourcewell - 2024.zip - Thursday June 13, 2024 08:59:31
- Financial Strength and Stability - 2023_Tyler_Technologies_Annual_Report.pdf - Tuesday June 11, 2024 09:29:55
- Marketing Plan/Samples - Marketing Samples.pdf - Wednesday June 12, 2024 06:02:00
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples - Tyler Agreements.zip - Thursday June 13, 2024 08:22:19
- Requested Exceptions - RFP_060624_Software_Solutions_ Public_Sector_Ed_Admin_Contract_Template Tyler Redline Exceptions 053124.pdf - Wednesday June 12, 2024 06:03:03
- Upload Additional Document - Tyler Technologies _Sourcewell Pricing_Discount Summary_.pdf - Wednesday June 12, 2024 16:05:51

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tina Mize, Group General Counsel, Tyler Technologies

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ○ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 17 Software Solutions RFP 060624 Mon June 3 2024 10:31 AM	☑	1
Addendum 16 Software Solutions RFP 060624 Thu May 30 2024 10:38 AM	☑	4
Addendum 15 Software Solutions RFP 060624 Tue May 28 2024 02:32 PM	☑	2
Addendum_14_Software_Solutions_RFP_060624 Fri May 24 2024 03:00 PM	☑	4
Addendum_13_Software_Solutions_RFP_060624 Tue May 21 2024 04:25 PM	☑	1
Addendum_12_Software_Solutions_RFP_060624 Mon May 20 2024 06:33 PM	☑	1
Addendum 11 Software Solutions RFP 060624 Fri May 17 2024 03:19 PM	☑	2
Addendum 10 Software Solutions RFP 060624 Thu May 16 2024 01:38 PM	☑	4
Addendum 9 Software Solutions RFP 060624 Tue May 14 2024 03:18 PM	☑	2
Addendum 8 Software Solutions RFP 060624 Thu May 9 2024 12:50 PM	☑	1
Addendum 7 Software Solutions RFP 060624 Wed May 8 2024 01:39 PM	☑	1
Addendum 6 Software Solutions RFP 060624 Tue May 7 2024 12:00 PM	☑	2
Addendum 5 Software Solutions RFP 060624 Fri May 3 2024 01:56 PM	☑	1
Addendum 4 Software Solutions RFP 060624 Thu May 2 2024 12:30 PM	☑	1
Addendum 3 Software Solutions RFP 060624 Tue April 30 2024 03:17 PM	☑	1
Addendum 2 Software Solutions RFP 060624 Mon April 22 2024 02:21 PM	☑	1
Addendum 1 Software Solutions RFP 060624 Fri April 19 2024 02:53 PM	☑	1

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AGREEMENT WITH TYLER TECHNOLOGIES INC THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH SOURCEWELL, AUTHORIZING AN EXPENDITURE OF AN AMOUNT NOT TO EXCEED $450,000 OVER A 3-YEAR TERM FOR SOFTWARE MAINTENANCE, AND SUPPORT OF FROM TYLER TECHNOLOGIES INC: AUTHORIZING THE CITY THE MANAGER OR HIS DESIGNEE TO EXECUTE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is desired to continue the use of Tyler Technologies Municipal Administration Software; and

WHEREAS, the Sourcewell purchasing cooperative has awarded contract #060624-TTI to Tyler Technologies, Inc; and

WHEREAS, the City has an annual invoice obligation with Tyler Technologies for software maintenance and support;

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

SECTION 1: hereby approves awarding an agreement with Tyler Technologies Inc. through a cooperative purchasing agreement, and authorizes an expenditure in an amount not to exceed $450,000.00 for software maintenance, and support for software from Tyler Technologies, Inc. through the Sourcewell contract #060624-TTI.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the 7th day of April 2026.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556
Questions:
Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

INVOICE

Document No.	Date	Page
CI100-00238305	11/30/25	1 of 3

Bill To: DUNCANVILLE, TX CITY OF
ATTN: TRACY BEEKMAN
203 EAST WHEATLAND ROAD
DUNCANVILLE, TX 75116

Delivery To: DUNCANVILLE, TX CITY OF
ATTN: TRACY BEEKMAN
203 EAST WHEATLAND ROAD
DUNCANVILLE, TX 75116

Cust #	Bill to Address ID	Delivery Address ID	Currency	Terms	Due Date
49306	LOC000051406	LOC000051406	USD	Net45	1/14/2026

Cust PO#	Sales Order	Billing Schedule
	SBI1000-000003257	200-2018103628

Contract Date	Description	Quantity	Unit Price	Extended Price
07/31/19	Executime Hardware-Depot Maintenance 01/01/2026 - 12/31/2026	2	$483.78	$967.56
04/30/24	Payments PCI Service Fee (Per Device) 01/17/2026 - 01/16/2027	4	$180.00	$720.00
10/31/20	Touchscreen 10: Biometric and Prox Reader Maintenance 01/17/2026 - 01/16/2027	1	$301.00	$301.00
05/31/21	Touchscreen 10: Biometric and Prox Reader Maintenance 01/17/2026 - 01/16/2027	3	$301.00	$903.00
05/07/24	Payments PCI Service Fee (Per Device) 01/17/2026 - 01/16/2027	1	$180.00	$180.00
06/12/20	Touchscreen 10: Biometric and Prox Reader Maintenance - Munis 01/17/2026 - 01/16/2027	1	$301.00	$301.00
01/17/18	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE 01/17/2026 - 01/16/2027	1	$1,672.13	$1,672.13
01/17/18	SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING 01/17/2026 - 01/16/2027	1	$2,111.30	$2,111.30
01/17/18	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP 01/17/2026 - 01/16/2027	1	$7,347.27	$7,347.27
01/17/18	SUPPORT & UPDATE LICENSING - PURCHASING 01/17/2026 - 01/16/2027	1	$1,950.84	$1,950.84
01/17/18	SUPPORT & UPDATE LICENSING - PAYROLL W/ESS 01/17/2026 - 01/16/2027	1	$4,079.02	$4,079.02
01/17/18	SUPPORT & UPDATE LICENSING - PROJECT & GRANT ACCOUNTING 01/17/2026 - 01/16/2027	1	$1,520.14	$1,520.14
01/17/18	SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT 01/17/2026 - 01/16/2027	1	$836.07	$836.07
01/17/18	SUPPORT & UPDATE LICENSING - RECRUITING 01/17/2026 - 01/16/2027	1	$696.72	$696.72

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556
Questions:
Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

INVOICE

Document No.	Date	Page
CI100-00238305	11/30/25	2 of 3

Contract Date	Description	Quantity	Unit Price	Extended Price
04/22/20	SUPPORT & UPDATE LICENSING - UTILITY BILLING INTERFACE 01/17/2026 - 01/16/2027	1	$1,989.51	$1,989.51
01/17/18	TCM AUTO INDEXING AND REDACTION MAINTENANCE 01/17/2026 - 01/16/2027	1	$1,266.76	$1,266.76
01/17/18	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES & TALENT MANAGEMENT 01/17/2026 - 01/16/2027	1	$3,344.28	$3,344.28
01/17/18	SUPPORT & UPDATE LICENSING - CAPITAL ASSETS 01/17/2026 - 01/16/2027	1	$1,950.84	$1,950.84
07/06/20	SUPPORT & UPDATE LICENSING - IVR GATEWAY 01/17/2026 - 01/16/2027	1	$1,016.40	$1,016.40
04/22/20	SUPPORT & UPDATE LICENSING - CENTRAL PROPERTY FILE 01/17/2026 - 01/16/2027	1	$736.86	$736.86
04/22/20	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS 01/17/2026 - 01/16/2027	1	$5,546.49	$5,546.49
04/22/20	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE 01/17/2026 - 01/16/2027	1	$2,652.67	$2,652.67
06/20/19	EnerGov Support - ADV SERVER EXTENSIONS BUNDLE 01/17/2026 - 01/16/2027	1	$2,572.29	$2,572.29
01/17/18	SUPPORT & UPDATE LICENSING - GENERAL BILLING 01/17/2026 - 01/16/2027	1	$760.05	$760.05
06/20/19	SUPPORT & UPDATE LICENSING - TYLER CASHIERING 01/17/2026 - 01/16/2027	1	$2,652.67	$2,652.67
01/17/18	SUPPORT & UPDATE LICENSING - MUNIS ANALYTICS & REPORTING 01/17/2026 - 01/16/2027	1	$6,941.91	$6,941.91
06/20/19	EnerGov Support - IG WORKFORCE APPS 01/17/2026 - 01/16/2027	15	$160.77	$2,411.55
06/20/19	EnerGov Support - CITIZEN SELF SERVICE - COMMUNITY DEVELOPMENT 01/17/2026 - 01/16/2027	1	$2,572.29	$2,572.29
01/17/18	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE 01/17/2026 - 01/16/2027	1	$3,546.96	$3,546.96
11/26/18	TYLER DISASTER RECOVERY SERVICE 01/17/2026 - 01/16/2027	1	$10,232.04	$10,232.04
02/14/18	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT 01/17/2026 - 01/16/2027	1	$10,232.04	$10,232.04
01/17/18	SUPPORT & UPDATE LICENSING - CASH MANAGEMENT 01/17/2026 - 01/16/2027	1	$1,266.76	$1,266.76
06/20/19	EnerGov Support - COMMUNITY DEVELOPMENT 01/17/2026 - 01/16/2027	15	$482.31	$7,234.65
01/17/18	SUPPORT & UPDATE LICENSING - REQUISITIONS 01/17/2026 - 01/16/2027	1	$1,266.76	$1,266.76

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Document No.	Date	Page
CI100-00238305	11/30/25	3 of 3

Contract Date	Description	Quantity	Unit Price	Extended Price
08/21/20	EnerGov Support - IG WORKFORCE APPS 01/17/2026 - 01/16/2027	15	$160.77	$2,411.55
06/20/19	EnerGov Support- GIS 01/17/2026 - 01/16/2027	30	$133.98	$4,019.40
06/20/19	EnerGov Support- e-REVIEWS 01/17/2026 - 01/16/2027	1	$4,823.04	$4,823.04
08/21/20	EnerGov Community Development Suite - Maintenance 01/17/2026 - 01/16/2027	15	$482.31	$7,234.65
12/13/16	Support & Update Licensing - Time & Attendance Maintenance 01/17/2026 - 01/16/2027	1	$7,830.51	$7,830.51

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or Tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	$ 120,098.98
Sales Tax	$0.00
Total	$ 120,098.98

STAFF REPORT

MEETING: City Council - April 7, 2026

TITLE:
Consider a Resolution for Hotel Occupancy Tax FY2026 for The Duncanville Chamber of Commerce

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.

Plan with Purpose
Embed the Comprehensive Plan in daily operations and long-term strategies. Align land use, zoning, budgeting, and development policies with community values and Council direction.

Govern for the Future
Use performance metrics, sound fiscal policy, and continuous improvement practices to drive service excellence. Build a responsive, resilient organization focused on long-term outcomes.

STAFF RESPONSIBLE:
Angel Deal

BACKGROUND/HISTORY:
The first element of the two-part test is this: Every expenditure of hotel taxes is required to put “heads in beds.” What this means is that funded projects are intended to attract overnight tourists to the city’s hotels and motels, thus promoting the city’s hotel industry. Every expenditure of hotel taxes is also required to fit into one of nine statutorily authorized categories. These are the nine categories: (1) convention and visitor centers; (2) convention registration; (3) advertising the city; (4) promotion of the arts; (5) historical restoration and preservation; (6) sporting events in a county under one million in population; (7) enhancing or upgrading existing sports facilities or sports fields (only in certain cities); (8) tourist transportation systems; and (9) signage directing the public to sights and attractions that are visited frequently by hotel guests in the city. As a result, even if an event puts

heads in beds, it would not be eligible to receive hotel tax money unless it also fits into one of the nine categories.

Chambers of commerce are generally charged with promoting economic development, not tourism. Funding a chamber doesn't, in itself, fall into any of the nine categories. The laws governing hotel tax expenditures permit the city to delegate expenditure of hotel tax money to another entity, typically a chamber or convention and visitor bureau. Provided the chamber spends the money on projects that otherwise meet the two-part test.

There must be a written contract laying out the duties of the chamber and the chamber must keep the hotel funds in an account separate from its general operating fund. — The Hotel Tax Two Step — Texas Municipal League.

POLICY EXPLANATION:

- State law **allows a city to delegate** the expenditure of HOT funds to another entity (commonly a Chamber of Commerce or a Convention & Visitors Bureau).
- Delegated funds **must still meet the two-part legal test** for HOT expenditures:
    1. **Promote tourism and the hotel industry**, and
    2. **Fit within one of the statutory categories**.
- A **written contract is required** between the City and the Chamber/CVB outlining:
    - Duties and responsibilities
    - Eligible activities
    - Reporting and compliance expectations
- The Chamber/CVB **must maintain HOT funds in a separate account**,**not** commingled with its general operating funds.
- As long as the Chamber spends the funds on **eligible, tourism-related projects**, the City may legally delegate a portion of HOT revenue to them.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget	Purchase Amount	After Encumber
$94,756	$46,821.82	$47,934.18

ACTION ALTERNATIVES:

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

ATTACHMENTS:

FY2026 Hot Fund Grant, Duncanville Chamber of Commerce FY 2026 Hotel Occupancy Tax Funding Recommendation 4_7_26, Duncanville Chamber of Commerce Hotel Occupancy Tax (HOT) Application, 2nd Version City Reimbursement Request 2 Feb 2026, Resolution No. - 2025-XXX - FY 26 HOT Funds Request - Chamber of

Commerce

City of Duncanville

FY2026 HOT FUND GRANT
DUNCANVILLE CHAMBER OF COMMERCE

APRIL 7, 2026

To lead with integrity, foster inclusive civic engagement, and deliver measurable outcomes that strengthen community trust, elevate quality of life, and secure Duncanville's future as a City of Champions

Duncanville
City of Champions

City of Duncanville HOT Funds Administration – Compliance and Oversight

---

Date: February 13, 2026

Fiscal Year: 2026

Applicant: Duncanville Chamber of Commerce

Event: N/A

Event Dates: N/A

Requested Amount: $46,821.82

Recommendation: Pending itemized documentation and proof of payment for items outlined in the summary.

Executive Summary

Eligible Operations & Maintenance Expenses (HOT Tax):

- **Visitor Information Centers:** Operations, staff time, and maintenance of a center operated by the Chamber to provide information to tourists.
- Tourism Advertising/Promotion: Costs to advertise the city, local attractions, and events to visitors outside the local area.
- Convention Center/Facilities Maintenance: Upkeep of city-owned or managed convention centers, civic centers, or auditoriums.
- Signage: Maintenance of signs directing tourists to local attractions.

- Event Promotion: Operational support (marketing, registration) for events that generate overnight stays in local hotels.

Ineligible Expenses (General Expenditures):

- General chamber membership marketing or local business advocacy.
- Office rent, supplies, or staff salaries not directly related to tourism promotion.
- Events primarily for local residents rather than tourists.

The city requests the Duncanville Chamber provide proof or payment/receipts for Fiscal Year 2025 for the following:

- Staff Time
- Office Supplies and printing specific to tourism promotion
- Utilities
- Telecommunications
- Marketing
- Postal Service

We request Fiscal Year 2025 to make a recommendation for projected FY2026 Expenses. The Supporting documentation did not include original an invoice to the city with specific supporting documentation as required by the city's policy for reimbursement.

The Chamber acknowledges receipt of the new policy required supporting documentation requirements. A funding agreement for an approved amount will be issued with City Council approval and execution by City Secretary, Interim City Manager and an officer or executive from the Duncanville Chamber of Commerce.

RE: FY 2026 HOT Reimbursement Request

HF HOT FUND Grant Applicants

To Patrick Harvey; HOT FUND Grant Applicants; Hilda Cabrera; Lauren Cathey

Cc Richard Abernethy

Reply | Reply All | Forward

Mon 3/2/

Exhibit D- HOT Fund Reimbursement Checklist.pdf 116 KB

Exhibit - E HOT Fund Reimbursement Request Form.pdf 140 KB

Open PDFs in Adc

Good morning,

Thank you for your email. To review your request please complete the necessary forms attached.

- Scan the QR code below to complete the Hotel Occupancy Tax (HOT) Application
- Complete the Reimbursement Forms (include supporting documentation)

Please Return the completed and signed forms to HOTAdmin@duncanvilletx.gov on or before Tuesday, March 17. Items received after that date will have to be rescheduled for City Council meeting approval.

When all documentation is complete, your request will be reviewed, and a funding recommendation will be provided.

Your request will be placed on the April 7 city council agenda for approval.

Additional information on the process and forms are available on our website.

Sincerely,

HOT Fund Reimbursement Request Form

City of Duncanville – Hotel Occupancy Tax (HOT) Fund Reimbursement Request

Field	Description
Organization Name	Duncanville Chamber of Commerce
Contact Person	Hilda Cabrera
Phone / Email	972-780-4990
Event Name	
Event Date(s)	
Submission Date	
Total Reimbursement Requested	$ 46,851.82
Expense Categories Claimed	**Check all that apply (required)** ☐ Advertising ☐ Arts Promotion ☐ Convention Center ☐ Historical Restoration ☐ Sports ☐ Transportation ☐ Wayfinding ☐ Other: (please explain) Visitor Center
Signature & Date	**(required)** Hilda Cabrera 3/3/2026

Attach itemized expense report, proof of payment, event summary, and tourism impact statement.

2. Itemized Expense Report

HOT Fund Itemized Expense Report

Date	Vendor	Description of Expense	Category	Amount	Proof Attached
MM/DD/YYYY	Vendor Name	e.g., Ad placement in Dallas Morning News	Advertising	$XXX.XX	☐
MM/DD/YYYY	Vendor Name	e.g., Artist performance fee	Arts Promotion	$XXX.XX	☐
MM/DD/YYYY	Vendor Name	e.g., Convention registration software	Convention Admin	$XXX.XX	☐
TOTAL	—	—	—	**$XXXX.XX**	—

3. Event Summary Report

Event Summary Report

- **Date(s) and Location:** [Include venue name and address.]
- **Attendance:**
  - Total attendees: _____
  - Estimated out-of-town visitors: _____
  - Hotel room nights generated: _____
- **Marketing Channels Used:** [List of platforms, publications, or outreach methods.]
- **Partnerships or Sponsors:** [List any collaborating organizations.]

4. Tourism Impact Statement

Tourism Impact Statement – (if available)

This event directly contributed to Duncanville's tourism economy by:

- **Attracting visitors from outside the city, as evidenced by:**
    - Zip code analysis of attendees
    - Hotel room block confirmations
    - Out-of-town vendor participation
- **Promoting Duncanville as a destination through:**
    - Regional advertising campaigns
    - Social media reach exceeding _____ impressions
    - Inclusion in statewide tourism calendars
- **Supporting local businesses:**
    - Estimated $_____ spent at restaurants, shops, and hotels
    - Vendor feedback indicating increased foot traffic
- **Enhancing cultural and community visibility:**
    - Media coverage in [list outlets]

HOT Fund Reimbursement Checklist

Exhibit - D

HOT Fund Reimbursement Supporting Document Checklist

City of Duncanville | Hotel Occupancy Tax (HOT) Fund Reimbursement Packet

Applicant Name: _____ **Event Name:** _____
Event Date(s): _____

Submission Deadline: Within 30 calendar days of the event conclusion

General Documentation (Required for All Requests)

Document	Included	Notes
Completed Reimbursement Request Form	☐	Must be signed and dated

Document	Included	Notes
Itemized Expense Report	☐	Include vendor name, date, description, and amount
Proof of Payment	☐	Cleared checks, receipts, or credit card statements
Event Summary Report	☐	Include attendance, hotel impact, and promotional reach
Tourism Impact Statement	☐	Describe how the expense promoted overnight tourism

Category-Specific Documentation *(please select the categories for which you were approved and provide the applicable supporting documentation)*

Check all that apply to your reimbursement request:

1. Convention or Visitor Information Centers

- ☐ Lease or ownership documents
- ☐ Maintenance or utility invoices
- ☑ Visitor logs or traffic data

2. Convention Registration Administrative Costs

- ☐ Payroll records and timesheets
- ☐ Comprehensive Statement of Convention Delegate Registrations

3. Advertising, Solicitations, and Promotions

- ☐ Copies of ads (print, digital, radio)
- ☐ Media invoices and performance reports

4. Promotion of the Arts

- ☐ Artist contracts and event programs

- ☐ Attendance records or
- ☐ Statement of ticket sales

5. Historical Restoration or Preservation

- ☐ Restoration scopes and contractor invoices
- ☐ Historical significance documentation

6. Sporting Event Expenses (Youth Sports)

- ☐ Event schedules and rosters
- ☐ Hotel room block confirmations
- ☐ Proof of Payment for all rooms (must include the number of rooms and total)

7. Sporting Facilities (Tourism Events)

- ☐ Facility improvement invoices
- ☐ Event tourism draw documentation

8. Tourist Transportation Systems

- ☐ Vehicle lease/purchase agreements
- ☐ Ridership data and route maps

9. Wayfinding Signage

- ☐ Design mockups and installation photos
- ☐ Vendor invoices and location maps

***You must include this completed form with your Reimbursement Request.**

Chamber of Commerce
2026 Reimbursement Request
Operations and Management Expenses

Chamber Expenses			
Administrative Expenses	165,746.21	0.33	54,696.25
Other Expenses	12,703.97	0.33	4,192.31
			58,888.56
City Payments to Chamber			
Supreme Power wash	2,924.25		
Landscaping	8,172.50		
Server repair	939.99		12,036.74
2026 Reimbursement Request for Chamber expenses			46,851.82

Section 351.101 Use of Tax Revenue

The acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of visitor information centers.

Profit and Loss
Duncanville Chamber of Commerce
December 2025

ADMINISTRATION & OTHER

Income	December 2025	Fiscal Year to Date 2025
4000 . New Memberships	-	4,035.00
4005 . Membership Renew als	2,750.00	39,167.12
4020 . Chamber LED Sign	-	300.00
4055 . Office Rent	-	0.00
4070 . Income - Misc	300.00	23,659.14
4080 . HOT Funds		8,172.50
	3,050.00	**75,333.76**
Expenses		
6020 . Credit Card Fees	265.82	4,368.13
6030 . Payroll Service Expense	77.82	1,830.27
6035 . Utilities	421.42	9,404.06
6045 . Telecommunications	314.78	6,427.43
6050 . Repair and Maintenance	-	17,248.62
6065 . Office Supplies, Printin	202.74	5,781.02
6070 . Insurance	2,786.97	9,054.42
6075 . Postal Service	78.00	531.10
6080 . Marketing	-	50.00
6105 . Dues & Subscriptions	50.00	742.00
6135 . Expenses - Misc	-	348.48
6146 . Accounting Expense	122.59	5,438.63
7000 . Payroll Expenses	3,750.00	90,372.50
7010 . Payroll Taxes	286.88	6,554.99
Bank Charges	30.00	95.00
Interest Paid	289	7,499.56
	8,675.67	**165,746.21**

NET INCOME (LOSS)		
ADMINISTRATION & OTHER	**(5,625.67)**	**(90,412.45)**

Profit and Loss
Duncanville Chamber of Commerce
December 2025

Other Expenses	December 2025	Fiscal Year to Date 2025
6010 . Meeting Expenses-Misc	-	16.43
6026 . Depreciation-Building	662.95	7,955.42
6027 - Depreciation - Computers	82.89	1,101.69
6028 - Depreciation-LED Sign	302.53	3,630.43
	1,048.37	**12,703.97**
Year to Date Loss (Income)	**(249.04)**	**38,291.60**

2025 – 2026 Visitor Center 12 Months Report

Calls - 2,316

City Information - 286

Relocation - 10

Office Visits - 473

Total

2025 – 2026 Visitor Center Call Log 1st Quarter

	January	February	March
Calls	223	168	277
City Information	97	73	116
Relocation	1	0	0
Office Visits	54	63	94
Total	**375**	**304**	**487**

2025 – 2026 Visitor Center Call Log 2nd Quarter

	April	May	June
Visitor Center Calls	*127*	112	156
City Information	**52**	**34**	**78**
Relocation	**1**	**1**	**1**
Office Visits	**17**	**9**	**12**
Total	**197**	**156**	**247**

2025 - 2026 Visitor Center Call Log 3rd Quarter

	July	August	September
Calls	188	131	167
City Information	76	52	27
Relocation	2	1	0
Office Visits	47	31	21
Total	**318**	**215**	**215**

2025 - 2026 Visitor Center Call Log 4th Quarter

	October	November	December
Calls	193	243	331
City Information	34	86	127
Relocation	0	2	1
Office Visits	24	47	54
Total	251	378	513

Chamber of Commerce
2026 Reimbursement Request
Operations and Management Expenses

Chamber Expenses			
Administrative Expenses	165,746.21	0.33	54,696.25
Other Expenses	12,703.97	0.33	4,192.31
			58,888.56
City Payments to Chamber			
Supreme Power wash	2,924.25		
Landscaping	8,172.50		
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Profit and Loss
Duncanville Chamber of Commerce
December 2025

ADMINISTRATION & OTHER

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ADMINISTRATION & OTHER	**(5,625.67)**	**(90,412.45)**

Profit and Loss
Duncanville Chamber of Commerce
December 2025

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6028 - Depreciation-LED Sign	302.53	3,630.43
	1,048.37	**12,703.97**
Year to Date Loss (Income)	**(249.04)**	**38,291.60**

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A HOTEL OCCUPANCY TAX GRANT FOR THE 2026 FISCAL YEAR BUDGET IN AN AMOUNT NOT TO EXCEED $$XX,XXX TO DUNCANVILLE CHAMBER OF COMMERCE CONVENTION CENTER TO ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized by Chapter 351 of the Texas Property Tax Code to levy a hotel occupancy tax to be used to directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the City has, by ordinance, imposed a local hotel occupancy tax; and

WHEREAS, the Duncanville City Council, after consideration of the application of The Duncanville Chamber of Commerce finds that expenditures will directly enhance and promote tourism and the hotel industry in the City and its vicinity, and further finds that the expenditures are for one of the statutorily authorized categories.

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

SECTION 1. The City Council of the City of Duncanville, Texas hereby approves Resolution 2026-XXX, authorizing a Hotel Occupancy Tax Grant in an amount not to exceed _____ to the Duncanville Chamber of Commerce for the purpose of facilitating events that promote tourism and generate overnight hotel stays

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager to execute the necessary documents to confirm to this resolution as appropriate.

SECTION 3. This resolution shall take effect immediately upon its passage and approval

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the day of **April 2026.**

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - April 7, 2026

TITLE:
Consider a resolution approving a Second Amendment to the incentive agreement by the Duncanville Community and Economic Development Corporation (DCEDC) with BCVCR Holdings, LLC and Pegasus Bank for the Project located at 220 N. Main Street (Project Encina); Extending the project completion and reimbursement deadline to July 31, 2026.

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

Pillar:
Empower Economic Opportunity:

- **Promote strategic reinvestment in commercial corridors and support small businesses.**

STAFF RESPONSIBLE:
Marlon Goff

BACKGROUND/HISTORY:
The DCEDC originally entered into an Incentive Agreement with Cortina Holdings, LLC for the development of a restaurant at 220 N. Main Street in Duncanville's downtown corridor. The City Council approved the First Amendment via Resolution No. 2025-466 on May 6, 2025, which effected the following changes:

- Changed the ownership entity from Cortina Holdings, LLC to BCVCR Holdings, LLC;
- Changed the authorized lender from Oakwood Bank to Pegasus Bank;
- Increased the DCEDC grant award from $300,000 to $375,000;
- Established a separate escrow account for grant disbursement; and
- Set the project completion and reimbursement deadline at May 31, 2026.

The Project, known as Encina Duncanville, is a full-service restaurant concept by award-winning chef Matt Balke and co-owner Corey McCombs, operators of the original Encina restaurant in the Bishop Arts District of Dallas. The property was acquired on

May 15, 2025, and construction commenced thereafter.

By letter dated February 16, 2026, Monte Anderson of Options Real Estate, acting as agent for BCVCR Holdings, LLC, submitted a written request for a 60-day extension of the May 31, 2026 deadline. The following documented construction conditions and delays are cited as justification:

1. Floor elevation differential between the dining area and kitchen required additional concrete and structural work beyond original scope;
2. Additional structural deficiencies were discovered upon opening of walls during demolition;
3. Asbestos was discovered during demolition in excess of what was anticipated, requiring additional abatement work and causing a mandatory work stoppage;
4. Material delivery delays impacted the project schedule, specifically windows and doors;
5. The permitting process exceeded projections – the permit application was submitted October 23, 2025; the permit was not issued until December 5, 2025, due in part to holiday closures and resubmittals; and
6. Weather-related delays caused by the February 2026 freeze event resulted in approximately one week of lost construction time.

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:

220 N. Main - signed Letter , City_Council_Resolution_2nd_Amendment, Redline_2nd Amendment_Duncanville.Eco Dev Incentive Agreement DCEDC and BCVCR, 8.C. Presentation

Options real estate

February 16, 2026

Mr. Marlon Goff
Duncanville Community and Economic Development Corporation
203 E. Wheatland Road
Duncanville, TX 75116

Greetings Mr Goff:

The 220 N Main restaurant project has a May 31, 2026 deadline regarding certificate of occupancy. The final $75k from the lender is contingent on BCVCR Holdings obtaining a C/O by the May 31st date. Per the agreement, this request is for a 60 day extension due to delays involving weather, permitting, structural issues, and demolition discoveries occurring during the construction process as follows:

1. Floor elevation between dining area and kitchen required additional concrete and structural work
2. Additional structural items once walls were opened
3. Asbestos - additional asbestos abatement work (additional asbestos discovered during demolition resulting in a work stoppage)
4. Material delays including windows and doors
5. The Permitting Process took longer than anticipated due to holidays and resubmittals. Permit Application submitted 10/23/25. Permit issues 12/5/25
6. Weather delays during February 2026 freeze causing a week's delay

We are asking that July 31, 2026 replace the May 31, 2026 deadline. Please advise what is needed from BCVCR, LLC to formalize this request and how to establish a timeline for processing through the City.

Kind regards,

BCVCR Holdings, LLC / Options Real Estate

Monte Anderson
Agent for BCVCR Holdings, LLC

Cc: Matt Balke & Corey McCombs, BCVCR Holdings, LLC
Theresa Lee, Pegasus Bank

RESOLUTION NO. 2026-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A SECOND AMENDMENT TO THE INCENTIVE AGREEMENT BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) WITH BCVCR HOLDINGS, LLC AND PEGASUS BANK FOR THE PROJECT AT 220 N. MAIN STREET; EXTENDING THE PROJECT COMPLETION AND REIMBURSEMENT DEADLINE TO JULY 31, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, BCVCR Holdings, LLC, as owner, and Pegasus Bank, as authorized lender, are parties to an Incentive Agreement with the Duncanville Community and Economic Development Corporation ("DCEDC") for a restaurant development project ("Encina Duncanville") at the property located at 220 N. Main Street, Duncanville, Texas 75116 (the "Project"); and

WHEREAS, the City Council of the City of Duncanville, Texas previously approved Resolution No. 2025-466 on May 6, 2025, authorizing the First Amendment to the Incentive Agreement, which amended the ownership entity, updated the authorized lender to Pegasus Bank, increased the DCEDC grant award to $375,000, and established a project completion, certificate of occupancy, and reimbursement deadline of May 31, 2026; and

WHEREAS, BCVCR Holdings, LLC, through its agent Monte Anderson of Options Real Estate, submitted a written request dated February 16, 2026 for a sixty (60) day extension of the May 31, 2026 deadline, citing documented construction delays including: (1) additional concrete and structural work required due to floor elevation differential; (2) additional structural conditions discovered upon opening of walls; (3) unforeseen asbestos discovered during demolition requiring additional abatement and causing a work stoppage; (4) material delivery delays for windows and doors; (5) a permitting timeline that exceeded projections due to holidays and resubmittals; and (6) weather-related delays caused by the February 2026 freeze event; and

WHEREAS, the DCEDC Board of Directors has voted to approve Resolution No. DCEDC-2026-___ authorizing a Second Amendment to the Incentive Agreement extending the project completion and reimbursement deadline from May 31, 2026 to July 31, 2026; and

WHEREAS, the City Council finds that the delays cited by BCVCR Holdings, LLC constitute unforeseen construction conditions beyond the developer’s reasonable control, and that a sixty (60) day extension is reasonable and justified under the circumstances; and

WHEREAS, the potential economic benefits of the Project, including the creation of 27–32 new jobs, estimated food and beverage sales of $1.7 million in Year 1 growing to $2.4 million by Year 3, and an estimated appraised property value of $1.2 million, remain consistent with the City’s economic development objectives of increasing sales and use tax revenues and attracting additional employment; and

WHEREAS, the City Council finds that approving the Second Amendment to extend the deadline to July 31, 2026 furthers the public interest and welfare and is necessary to allow the Project to proceed to completion; and

WHEREAS, all other terms and conditions of the Incentive Agreement, as amended by the First Amendment, including the escrow account requirement and personal guarantee by the owner, shall remain in full force and effect; and

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

SECTION 1. The foregoing recitals are hereby incorporated into this Resolution as findings of the City Council.

SECTION 2. The City Council of the City of Duncanville, Texas hereby approves a Second Amendment to the Incentive Agreement by the DCEDC with BCVCR Holdings, LLC and Pegasus Bank, extending the project completion and certificate of occupancy milestone and the reimbursement deadline from May 31, 2026 to July 31, 2026.

SECTION 3. The City Manager is hereby authorized to execute the Second Amendment to the Incentive Agreement and any related documents, after approval as to form by the City Attorney.

SECTION 4. All other terms and conditions of the Incentive Agreement, as previously amended, shall remain in full force and effect, including but not limited to the escrow account established pursuant to the First Amendment and the personal guarantee of the owner.

SECTION 5. If any provision of this Resolution is held unenforceable, such provision shall be modified to reflect the parties' intention, and all remaining provisions shall remain in full force and effect.

SECTION 6. This Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the ___ day of _____, 2026.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STATE OF TEXAS	**§**	**ECONOMIC DEVELOPMENT**
	§	**INCENTIVE AGREEMENT**
COUNTY OF DALLAS	**§**	

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the Duncanville Community and Economic Development Corporation, a Texas non-profit corporation (the "DCEDC") acting by and through Patrick Harvey, its duly authorized DCEDC President;, BCVCR Holdings, LLC (the "Applicant"); and Pegasus Bank ("Lender").

RECITALS

WHEREAS, the Duncanville Community and Economic Development Corporation (DCEDC) established incentive policies and guidelines in order to locate, retain, and expand business activities in Duncanville; and

WHEREAS, the Applicant, has requested economic development assistance from the DCEDC for their property located at 220 N. Main Street, Duncanville, Texas 75116 hereinafter known as the "Project"; and

WHEREAS, the incentive funds shall be provided as a forgivable loan grant to Applicant (as more specifically described below), and are to be utilized for qualified expenditures on related to redevelopment and beautification in the amount of Three Hundred Fifty Seventy Five Thousand Dollars ($375,000.00); and

WHEREAS, the improvements shall mean improvements to the Project, such as (but not necessarily including): to the façade (e.g. paint), architecture, signage, parking lot pavement, landscaping, demolition, remodeling, re-development, and roof repair and replacement for the Project (see Applicant's application for more specific reference to intended uses); and

WHEREAS, forgiveness of incentive funds described in this agreement is conditional on the Applicant bringing the property up to compliance with all City of Duncanville codes and ordinances and remaining in business for the agreed compliance period; and

WHEREAS, the Applicant, meets all program requirements in order to be considered for incentive grant assistance; and

WHEREAS, pursuant to Texas Local Government Code Chapters 501 through 505, (the Development Corporation Act), the DCEDC has determined that the request constitutes an authorized project and DCEDC is willing to provide the Applicant with economic assistance in the form of cost reimbursements as hereinafter set forth on the terms and conditions stated herein and the Applicant, is willing to accept all terms and conditions stated in this Agreement; and

WHEREAS, the DCEDC has determined that making economic development grants in accordance with this Agreement will further the objectives of the DCEDC and will benefit the DCEDC, the City, and the city's residents by helping to stimulate local economic development through beautification and site readiness for investment and development, increase the City's yearly ad valorem collections, increase sales tax, and encourage economic vitality in the City.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. AUTHORIZATION

1.01. The City Council finds and determines that this Agreement is authorized and governed by Texas Local Government Code Chapters 501 through 505.

ARTICLE II. TERM

2.02. This Agreement shall be effective as of the date of execution by all parties with specific performance standards being met by **December 1, 2035**, unless otherwise terminated as provided for in this agreement; and, the compliance provisions of this agreement shall service for a period of (10) years from the effective date.

ARTICLE III. GRANT

3.01. **Economic Development Incentives**.

As an economic development incentive grant to assist the Applicant located at 220 N. Main Street in Duncanville, Texas, the DCEDC agrees to provide a forgivable loan incentive grant in the amount of Three Hundred Seventy Five Thousand Dollars ($375,000.00) for improvements to the building located at said address, occupied by the Applicant subject to the terms and conditions set forth in this Agreement (the "Grant"). Grant funds will be made immediately available at the closing of property purchase to the Lender as a forgivable loan grant to Applicant. Nothing contained herein shall constitute a contract for goods or services under the law.

3.02. The Applicant shall file a written proposal and plans with the DCEDC which shall provide detailed plans concerning the use of funds to achieve the purposes recited herein.

3.03 Upon execution of this agreement, funds in the amount of Three Hundred Thousand Dollars ($300,000.00) will be provided to Lender to be disbursed on behalf of Applicant for payment for redevelopment and improvements as described herein. Draws on the funds shall be dispersed when the bank is presented proof of actual costs of redevelopment and improvements in the form of receipts and/or bid proposals and/or form of Draw Request provided and approved by Bank accompanied with an affidavit of payments made with each draw request. Seventy Five Thousand Dollars ($75,000.00) will be deposited in a separate account on behalf of Applicant with the Lender and shall be available to Applicant immediately upon the presentation of a Certificate of Occupancy ("CO") for the property.

3.04 So long as the Covenants of Applicant outlined under Article IV herein continue to be met, the indebtedness of Applicant for the forgivable loan incentive grant shall be reduced annually on the anniversary of the execution of this agreement as follows:

Date:	Indebtedness of Applicant
May 15, 2025	$375,000.00
May 15, 2026	$350,000.00
May 15, 2027	$325,000.00
May 15, 2028	$300,000.00
May 15, 2029	$275,000.00
May 15, 2030	$250,000.00
May 15, 2031	$200,000.00
May 15, 2032	$150,000.00
May 15, 2033	$100,000.00
May 15, 2034	$50,000.00
May 15, 2035	$0.00

ARTICLE IV. COVENANTS OF APPLICANT

4.01. As a condition precedent and in consideration of the DCEDC agreeing to make the economic development incentive Grant described above, and to be eligible to receive loan forgiveness, the Applicant agrees to do the following:

(a) Cause the improvements as defined herein to be permitted and installed at the address indicated herein in compliance with the local ordinance; and

(b) Provide a verified grant reimbursement request form along with original copies of the actual paid invoices for expenses within the provisions to Article III the business incurred before ~~**May**~~July **31, 2026** at 5 p.m.; and

(c) Provide proof of legal occupancy of the specified location of 220 N. Main Street Duncanville, TX 75116; and

(d) Incentive grant shall mean cash grant of Three Hundred Seventy Five Thousand Dollars ($375,000.00) for improvements (Project) to the property located at 220 N. Main Street Duncanville, TX 75116; and

(e) Receive a certificate of occupancy for 220 N. Main Street, Duncanville, TX 75116 on or before ~~**May**~~ **July 31, 2026**; and

(f) Pay and be current to the ad valorem and sales during the term of this Agreement from the date the business opens to the public, and through a period of ten (10) years from the effective date; and

(g) Development and maintain the property in conformity to the local Comprehensive Zoning Ordinance and other local applicable regulation codes; and

(h) During the term of this Agreement, the Applicant, agrees not to knowingly employ any undocumented workers or unlicensed contractors and/or subcontractors at the development, and if convicted of a violation under 8 U.S.C Section 1324a(f), the Applicant, shall repay the amount of the grant payments received within 130 business days after the date the Applicant, is notified by the City of such violation, and this agreement automatically terminates.

(i) If work is found to be incomplete within the timeline provided in Article IV, the Applicant, may request via written documentation an extension of 30 business days to complete work. If the work remains incomplete by the end of this extension, the Applicant, will be found in violation of this agreement and shall repay any grants under the provisions of Section 5.2 of this agreement is terminated and the Applicant will indemnify the DCEDC of any obligations related to grants and incentives that are withheld.

ARTICLE V. GENERAL PROVISIONS

5.01. **Termination and Default.** This Agreement terminates upon any one of the following:

(a) By the Applicant, through mutual written agreements of both parties; and

(b) By DCEDC, if the Applicant, files any false documentation concerning the application or receipt of the Grant; and

(c) By DCEDC and the Applicant, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party; and

(d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by the Applicant, shall have become delinquent (provided, however, that such taxes, fees, or charges shall not be considered delinquent for purposes of this Section 5.1(c) until any proper and timely protest or contest of such taxes or fees has become final) for a period of 10 (10) years from the effective date; and

(e) By DCEDC, if the Applicant suffers an Event of Bankruptcy or Insolvency; and

(f) By DCEDC and the Applicant, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal; and

(g) By DCEDC, if insufficient funding is available to provide the grant contemplated herein. In such event, the DCEDC shall give the Applicant not less than fifteen (15) days notice of its intent to terminate; and

(h) By DCEDC, if any other material provisions of this Agreement is breach by the Applicant.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of the Applicant existence, insolvency, employment of receiver for any part of the Property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Applicant and Owner and such proceedings are not dismissed within ninety (90) days after the filing thereof,

5.02. **RECAPTURE PROVISION.** IN THE EVENT THE APPLICANT DOES NOT COMPLY WITH THE TERMS OF THIS AGREEMENT OR IS OTHERWISE IN DEFAULT AS PROVIDED HEREIN, THE APPLICANT AND GUARANTOR, PURSUANT TO THE PROVISIONS HEREIN, SHALL REFUND THE DCEDC THE GRANT PAYMENTS ACTUALLY PAID BY DCEDC AND RECEIVED BY THE APPLICANT IMMEDIATELY PRECEDING THE DATE OF SUCH TERMINATION. IF THE PAYMENT IS NOT REFUNDED WITHIN 30 DAYS OF TERMINATION, THE APPLICANT WILL INDEMNIFY THE DCEDC OF ANY FEES OR COSTS RELATED TO RECUPERATING FUNDS OWED TO THE DCEDC, PLUS INTEREST AND ATTORNEY FEES.

5.03. **Mutual Assistance.** The Applicant and the DCEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

5.04. **Representations and Warranties.** The Applicant represents and warrants to the DCEDC that it is a duly organized company under the laws of the State of Texas and is in good standing and can execute the terms of this agreement.

5.05. **Employee Hiring, Materials, and Supplies Purchased.** Although not a condition of this Agreement, the DCEDC requests that the Applicant when feasible, satisfies its needs for all additional employees from Duncanville residents and/or purchases materials and supplies from Duncanville merchants and businesses.

5.06. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.07. **Verification and Compliances.** The Applicant agrees to allow the DCEDC's by and through its lawful representative to conduct an audit on all of the Applicant business records, documents, and agreements or other instruments, subject to appropriate confidentiality, in furtherance of the following purposes only:

(a) To ensure the Applicant compliance with the affirmative covenants set forth in this Agreement; and

(b) To determine the existence of a default or breach of the terms of this Agreement; and

(c) To ensure compliance with the prerequisites for paying a Reimbursement Incentive; and

(d) To determine whether the correct amount of sales taxes are being collected and reported.

The DCEDC will provide the Applicant with written notice of any request for an audit and shall cooperate with the Applicant to schedule audit activities so as to minimize disruption of the Applicant normal business operations.

5.08. **Indemnification.** IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, THE APPLICANT IS ACTING INDEPENDENTLY, AND THE DCEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE APPLICANT BUSINESS OR PROPERTY. THE DCEDC SHALL NOT BE LIABLE TO THE APPLICANT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY. IN THIS RESPECT, THE APPLICANT AGREES TO INDEMNIFY AND HOLD THE DCEDC HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE CONDUCT OR MANAGEMENT OF THE APPLICANT, OR FROM ANY BREACH ON THE PART OF THE APPLICANT OF ANY CONDITIONS OF THIS AGREEMENT OR FROM ANY ACT OF NEGLIGENCE OF THE APPLICANT, ITS AGENTS, CONTRACTORS, OR EMPLOYEES.

5.09. **Attorneys Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

5.10. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

5.11. **Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by the Applicant, DCEDC, and the City.

5.12. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. The Applicant may not assign all or any part of its rights and obligations hereunder without prior written approval of the DCEDC.

5.13. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Owner:	BCVCR Holdings, LLC c/o Matt Balke 5025 Capital Ave, #108 Dallas, Texas 75206	with copy to:	Denney Law Group David Denney 12404 Park Central Dr., Ste 200-S Dallas, TX 75251
City:	City of Duncanville Attention: Richard Abernathy ~~Douglas E. Finch~~ P.O. Box 380280 Duncanville, Texas 75138-0280	~~with copy to:~~	~~Brandon Shelby~~ ~~Shelby law, PLLC~~ ~~PO Box 1316~~ ~~Sherman, TX 75091~~
DCEDC:	Duncanville Community and Economic Development Corporation Attention: Marlon Goff P.O. Box 380280 Duncanville, Texas 75138-0280		
LENDER:	Pegasus Bank Attention: Joe R. Goyne 4515 West Mockingbird Lane Dallas, Tx 75209		

5.14. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

5.15. **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Dallas County, Texas.

5.16. **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

5.18. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

5.19. **Boycott Israel, Boycott Energy Companies, and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations.**

(a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement.

5.20 **Force Majeure**. "Force Majeure" shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Project is located that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, or national emergency orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, in which case the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed.

5.21 FOR PURPOSES OF SECTION 5.02, MATT BALKE ("GUARANTOR") SHALL BE PERSONALLY LIABLE AS A GUARANTOR OF THE RECAPTURE OBLIGATIONS OF THE COMPANY IN THE EVENT APPLICANT DOES NOT COMPLY WITH THE TERMS OF THIS AGREEMENT OR IS OTHERWISE IN DEFAULT AS PROVIDED HEREIN.

5.22. **Approval by the City of Duncanville, Texas.** This Agreement was approved by the City Council at its meeting on _____.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the day and year first written above.

BCVCR HOLDINGS, LLC

_____
Matt Balke, Manager
Date: _____ __, 2025

GUARANTOR, for purposes of Sections 5.02 and 5.21

_____
Matt Balke

DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION

_____
By: Patrick Harvey
Its: Board President
Date: _____ __, 2026~~5~~

CITY OF DUNCANVILLE

_____
By: ~~Douglas E. Finch~~Richard Abernathy
Its: Interim City Manager
Date: _____ __, 2026~~5~~

Pegasus Bank

_____

By:
Its:
Date: _____ __, 2026~~5~~

Matt Balke Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Matt Balke, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they are the duly authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026~~5~~.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

, BCVCR HOLDINGS, LLC Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Matt Balke, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Manager of BCVCR Holdings, LLC, and that they are duly authorized by said company to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026~~5~~.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

Duncanville Community and Economic Development Corporation Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Patrick Harvey, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Board President of the Duncanville Community and Economic Development Corporation, and that they are authorized by said Corporation to execute the foregoing instrument as the act of such Duncanville Community and Economic Development Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025~~5~~6.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

City of Duncanville Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared ~~Douglas E. Finch~~Richard Abernathy, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the City Manager of the City of Duncanville, and that they are authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 202~~5~~6.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

Pegasus Bank Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are an officer for Pegasus Bank, and that they are authorized to execute the foregoing instrument as the act of such Bank for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025~~5~~6.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

ITEM #8.C.

AMENDMENT #2
PROJECT ENCINA

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

Summary of Proposed Amendment:

- ❑ Current deadline to obtain Certificate of Occupancy (C.O.) per the incentive agreement: **5/31/26**

- ❑ Request by the company – Amend the completion deadline for Certificate of Occupancy to: **7/31/26**

Project Update: 220 N. Main (Encina/Isabella)

- ❑ Construction delays related to: permitting, asbestos removal, materials delays and winter freeze
- ❑ Incentive agreement has final incentive payment of $75,000 subject to the *C.O. date* milestone
- ❑ The new **Duncanville** restaurant **location** will be ***re-branded*** to "**Isabella**".
- ❑ **Oak Cliff** Location will **continue to carry** the name **"Encina".**

City of Duncanville

ENCINA
FIRE DEPT
DUNCANVILLE

Recommendation:

- ❑ Approve resolution authorizing amendment to the incentive agreement with BCVCR Holdings.

- ❑ Amendment changes the deadline for Certificate of Occupancy to: **7/31/26**

Duncanville
City of Champions

Thank you

www.DuncanvilleTX.gov

203 E Wheatland Rd.
Duncanville, TX 75116
(972) 780-5000

STAFF REPORT

To:	City Council
From:	LaSheyla Jones, Assistant Director of Planning & Zoning
Date:	March 12, 2026
RE:	Specific Use Permit (SUP) Request| 314 E. Center St. ZONE-2025-00007
Applicant:	Yasmine Leal| Applicant and Owner

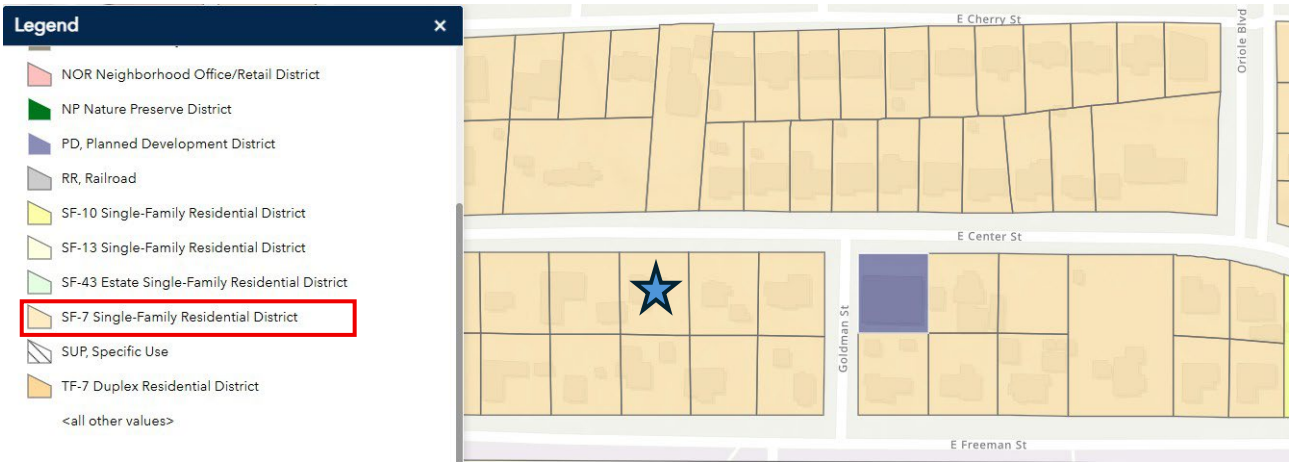
REQUEST:	The applicant is requesting a Specific Use Permit (SUP) to operate a Short-Term Rental (STR) in a residential neighborhood.
LOCATION:	314 E. Center St., Duncanville, TX
EXISTING ZONING:	Single-Family Residential 7 (SF-7)
PROPOSED ZONING:	Single-Family Residential 7 (SF-7) with a Specific Use Permit (SUP) to operate a Short-Term Rental (STR).
FUTURE LAND USE DESIGNATION:	Traditional Neighborhood District

203 E Wheatland Rd.
Duncanville, TX 75116
(972) 780-5000

PROJECT SUMMARY:

The applicant is requesting approval of a Specific Use Permit (SUP) to operate a Short-Term Rental (STR) at a home in a residential zoning district. The current zoning of the property is Single-Family (SF-7) which requires the submission of an SUP as outlined in the Land Use chart in Article 3 of the Zoning Ordinance. The home would be posted for rental on sites like AirBnB or a similar hosting site.

The primary purpose of the SUP is to review the proposed use due to the property's location in a residential zoning district.



Subject Property ★

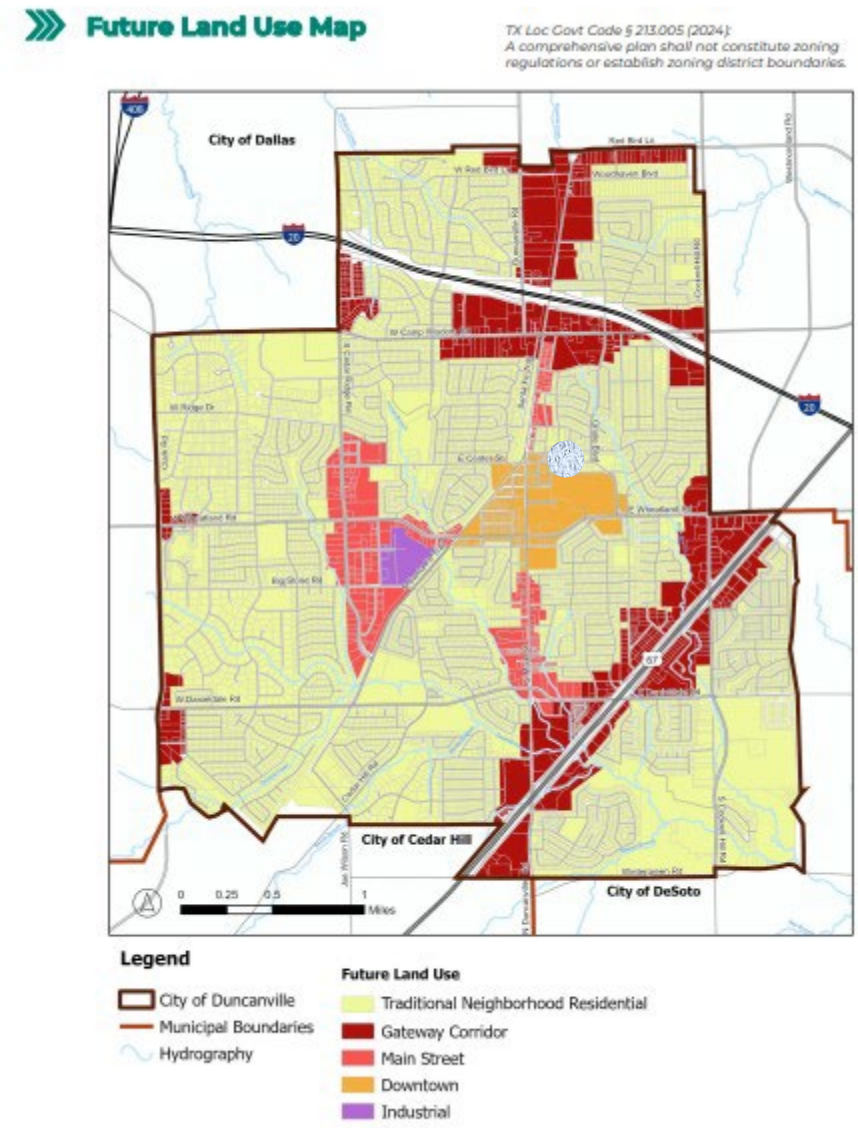
Figure 1. Zoning Map

ZONING DISTRICT DESCRIPTION:

Single-Family Residential 7 (SF-7) district is intended primarily for urban style single-family dwellings and related recreational and educational facilities normally required to provide an orderly and attractive residential area. Civic institutions may be appropriate if compatible in size and operation with the surrounding residential area. This district is intended to be defined and protected from the encroachment of uses that are not appropriate to a residential environment. Internal stability, attractiveness, order, and efficiency are encouraged by providing for adequate light, air, and open space for dwellings

and related facilities and through consideration of the proper functional relationship of the different uses.

Figure 2: Future Land Use Map



Subject Property:

203 E Wheatland Rd.
Duncanville, TX 75116
(972) 780-5000

FUTURE LAND USE DESCRIPTION:

Traditional Neighborhood District future development within this character area should reinforce community connectivity through neighborhood-scale infrastructure in residential areas in the City. Vibrant neighborhoods should offer a mixture of housing types and small-scale mixed use neighborhood commercial areas coupled with greenspaces and recreational amenities to promote social connectivity and community health. Nonresidential areas are intended to serve the residents and build the social fabric of the neighborhoods. Future development in these areas should be carefully considered to ensure they align with existing uses and add to the general character and vitality of the neighborhoods

USE DEFINITIONS:

Article VII Section 7.02.B Accessory and Incidental Uses

Short-Term Rental: A residential unit offered for rental to guests for residential purposes for a period of one (1) to thirty (30) nights. Examples include, but are not limited to, Airbnb, Vacation Rentals by Owner, HomeAway, and other brokers. Such rentals may include a shared room, a single room, or the entire dwelling unit. These uses are conducted by the homeowner or tenant, not by a hotel or other business

SURROUNDING ZONING AND DEVELOPMENT:

- **NORTH:** Single Family Residential 7 District (SF-7)
  - Single family, A M G Merrill Abstract 884 Page 106
- **EAST:** Single Family Residential 7 District (SF-7)
  - Single family, A M G Merrill Abstract 884 Page 106
- **SOUTH:** Single Family Residential 7 District (SF-7)
  - Single family, A M G Merrill Abstract 884 Page 106
- **WEST:** Single Family Residential 7 District (SF-7)
  - Single family, A M G Merrill Abstract 884 Page 106

PUBLIC INPUT:

Staff mailed out 21 notices. At the time of preparation of this report staff has not received one any responses in support or opposition of the proposed request.

203 E Wheatland Rd.
Duncanville, TX 75116
(972) 780-5000

STAFF REVIEW:

The proposed Specific Use Permit (SUP) for the property is to allow a Short-Term Rental (STR) in a residential zoning district. The Zoning Ordinance states that the SUP is required due to the proposed use and the location of the property being zoned SF-7. Due to the current aesthetic of the surrounding neighborhood, staff believes that the proposed use encourages a neighborhood feel as intended by the zoning district. Although the STR use is temporary in nature, it allows the property to still function as a single-family residential home. The STR will not be owner occupied so that the entire home can be fully utilized. The property is not currently located within a homeowner's association or HOA.

The current property is 1,140 square feet with three (3) bedrooms and two (2) bedrooms with existing four (4) parking spaces. These spaces are accommodated by two (2) spaces on the driveway and two (2) spaces as part of the garage.

KEY FEATURES OF AN SUP:

a. **The proposed use is consistent and compatible with the adjacent land use and zoning.**

   The proposed use is consistent and compatible with adjacent land uses and zoning.

b. **The proposed use is consistent with the architecture and characteristics of the adjacent properties.**

   The proposed use is consistent with the architecture and overall character of adjacent properties.

c. **The proposed use may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.**

   Staff finds that the proposed use follows the development standards set forth in the City of Duncanville Zoning Ordinance and does not foresee an adverse impact on adjacent properties.

d. **The proposed use is consistent with the goals and objectives of the City.**

   The proposed use is consistent with the goals and objectives of the City of Duncanville.

e. **The proposed use is an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.**

Staff finds that the proposed use meets the minimum standards set forth by the zoning ordinance.

f. The proposed use will not be detrimental to the general health, safety, and welfare of the community.

The proposed use should not be detrimental to the general health, safety, and welfare of the community.

g. The proposed use would stabilize and improve property values within the City.

Staff cannot prove or disprove that the proposed use would stabilize and improve property values within the City.

h. The proposed use would protect and enhance the City's attractiveness to residents, businesses, tourists, and visitors.

Staff cannot speak to how the proposed use would protect and enhance the City's attractiveness to residents, businesses, tourists, and visitors. Staff recognizes the perception of Short-Term Rentals being in residential zoning districts, however,

i. **The proposed use would strengthen and help diversify the economy of the City.**

Staff cannot speak to how the proposed use would strengthen and help diversify the economy of the City.

STAFF RECOMMENDATION:

Staff recommends approval of the SUP request as presented.

PLANNING AND ZONING RECOMMENDATION:

Planning & Zoning Commission recommended approval with a ten (10) year expiration at the February 9, 2026 meeting with a 6-0 vote.

FIGURES:

Figure 1: Zoning Map

203 E Wheatland Rd.
Duncanville, TX 75116
(972) 780-5000

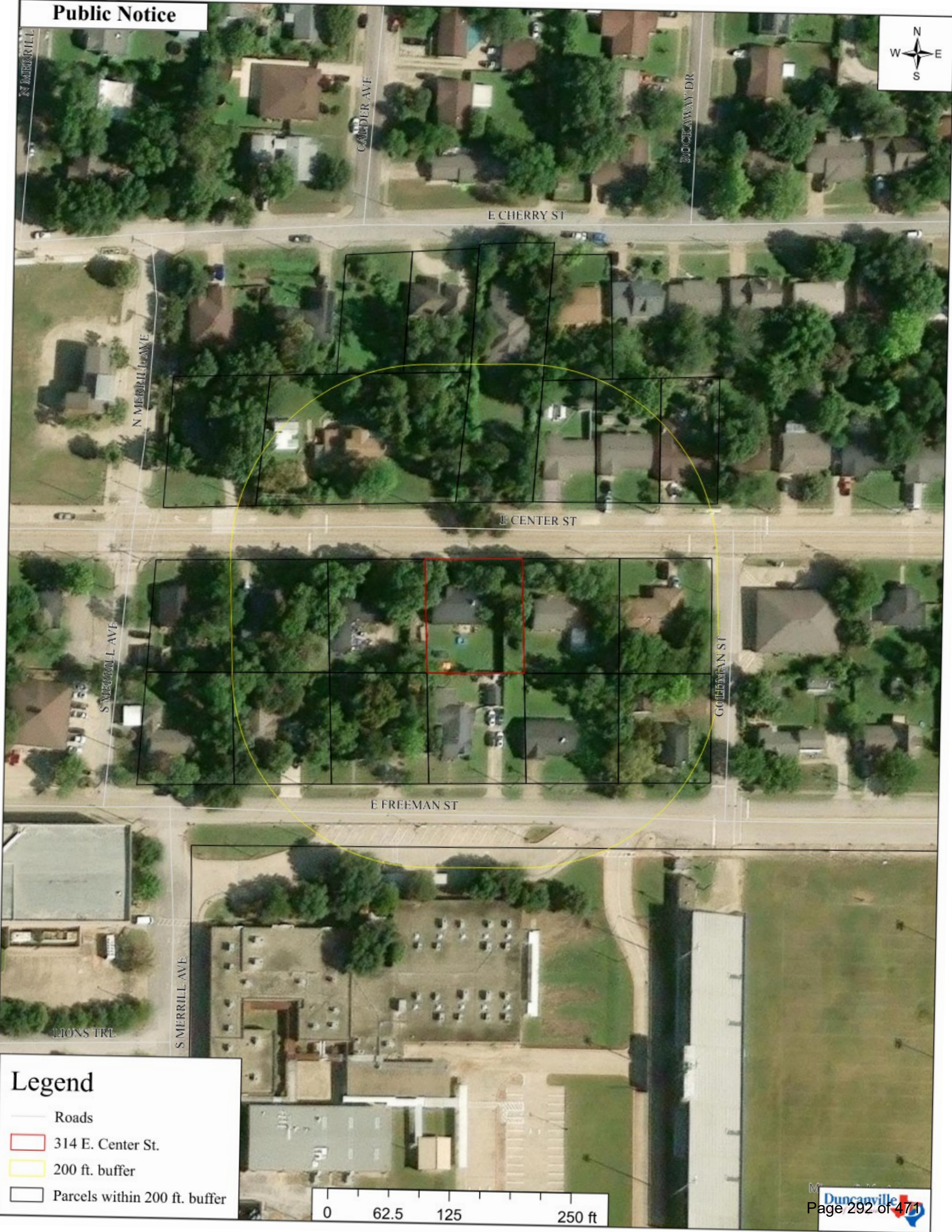
Figure 2: Future Land Use Map

ATTACHMENTS:

Attachment 1: Map of properties within 200 ft.

Attachment 2: Survey

Attachment 3: Floor Plan


Public Notice
N MERRILL
CAMDER AVE
RIDGEWAY DR
E CHERRY ST
N MERRILL AVE
E CENTER ST
S MERRILL AVE
COLEMAN ST
E FREEMAN ST
S MERRILL AVE
LIONS TRL
N
W
E
S
Legend
Roads
314 E. Center St.
200 ft. buffer
Parcels within 200 ft. buffer
0
62.5
125
250 ft
Duncanville

SITE PLAN

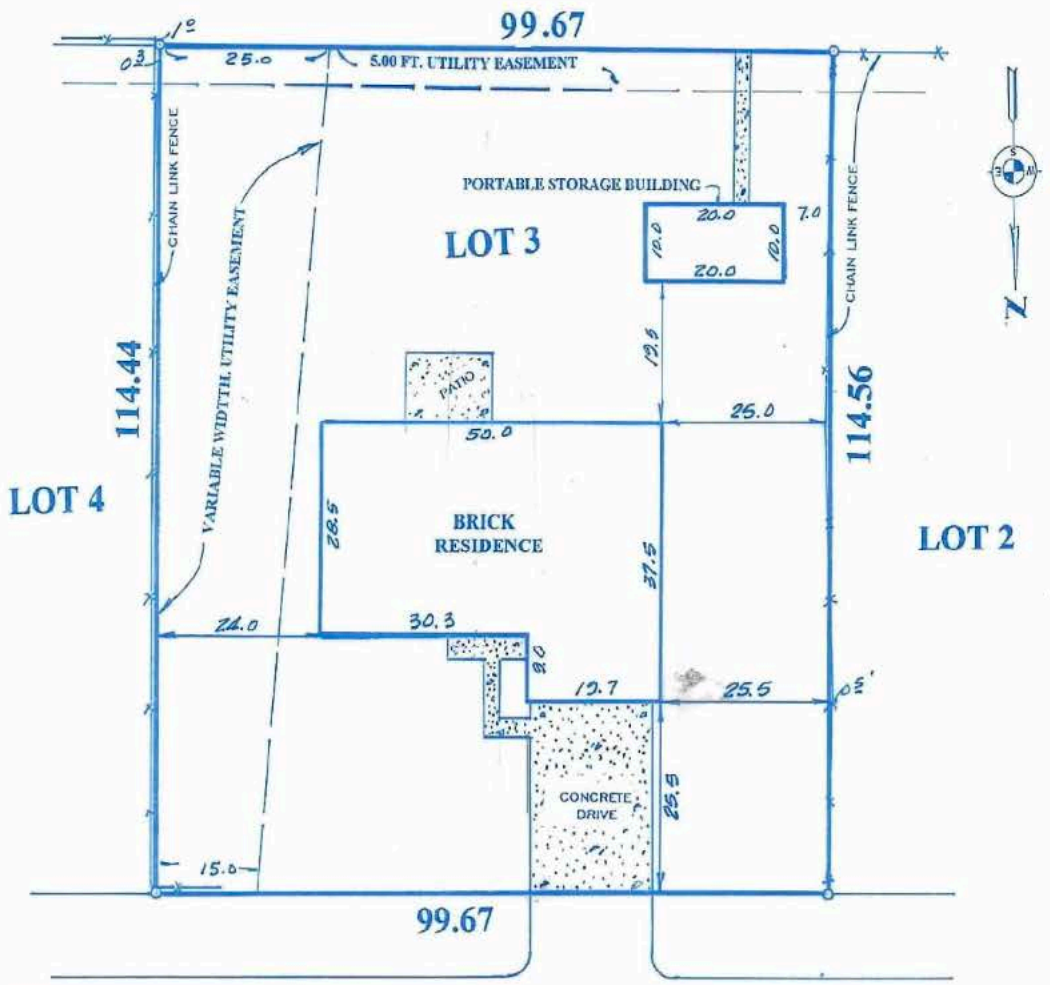
Borrower or Owner	Yasmeen Leal						
Property Address	314 E Center Street						
City	Duncanville	County	Dallas	State	TX	Zip Code	75116
Client	CrossCountry Mortgage, LLC ISAOA/ATIMA						

SURVEY PLAT

THIS IS TO CERTIFY THAT I HAVE THIS DATE MADE A SURVEY ON THE GROUND LOCATED AT

314 E. CENTER STREET IN THE CITY OF DUNCANVILLE, TEXAS, DESCRIBED AS FOLLOWS:

Lot 3, Block 1, of THE FREEMEN ADDITION, an Addition to the City of Duncanville, Dallas County, Texas, according to the Final Map thereof recorded in Volume 95030, Page 358, of the Map Records of Dallas County, Texas.



THIS LOT IS IN ZONE C ACCORDING TO

COMMUNITY-PANEL NUMBER
480173 0005 D

MAP REVISED:
NOVEMBER 19, 1987

314 E. CENTER STREET

60.0' R.O.W.

TO: CINDY RAYE LAFORTUNE

THIS SURVEY WAS PERFORMED IN CONNECTION WITH THE TRANSACTION DESCRIBED IN GF NO. 9614288 DV OF COMMONWEALTH LAND TITLE COMPANY. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR LOSS RESULTING THEREFROM. And the plat hereon is a true, correct and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat; the size, location, and type of buildings and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated. EXCEPT AS SHOWN THERE ARE NO VISIBLE ENCROACHMENTS OR PROTRUSIONS APPARENT ON THE GROUND. THIS SURVEY IS NOT CERTIFIED TO A THIRD PARTY.

0=IRON ROD IN PLACE

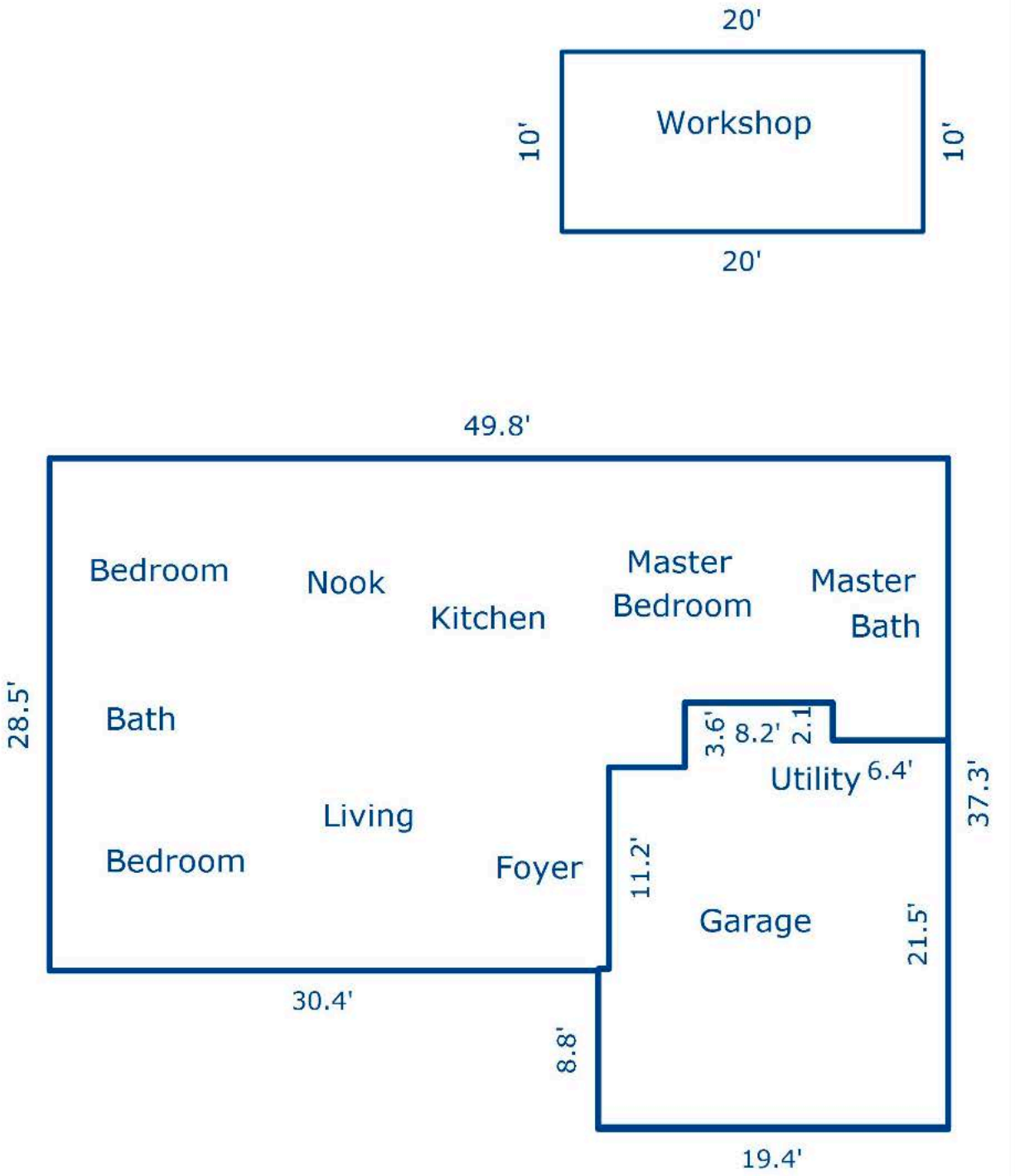
VEACH ENGINEERING & LAND SURVEYING

SCALE 1" = 20

BY:

SKETCH ADDENDUM

Borrower or Owner Yasmeen Leal
Property Address 314 E Center Street
City Duncanville County Dallas State TX Zip Code 75116
Client CrossCountry Mortgage, LLC ISAOA/ATIMA



Sketch by Apex Sketch

AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
GLA1	First Floor	1.0	1169.6	174.2	1169.6
GAR	Garage	1.0	420.4	86.0	420.4
OTH	workshop	1.0	200.0	60.0	200.0
	Net LIVABLE			(rounded)	1,170

AREA CALCULATIONS BREAKDOWN

Name	Base	x	Height	x	Width	=	Area
First Floor			49.8	x	28.5	=	1419.3
			19.4	x	8.8	=	170.7
Garage							-420.4
2 total items						(rounded)	1,170

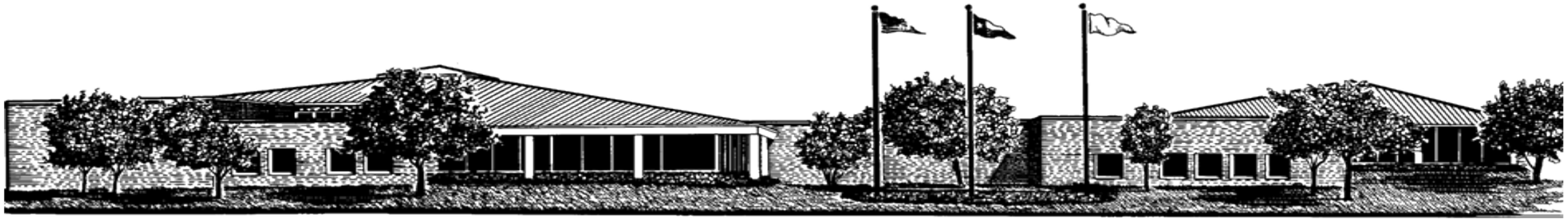
© Starcap Marketing, LLC, dba Apex Software

City of Duncanville
Staff Presentation to City Council

April 7, 2026

Dr. LaSheyla Jones, Assistant Director of Planning

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

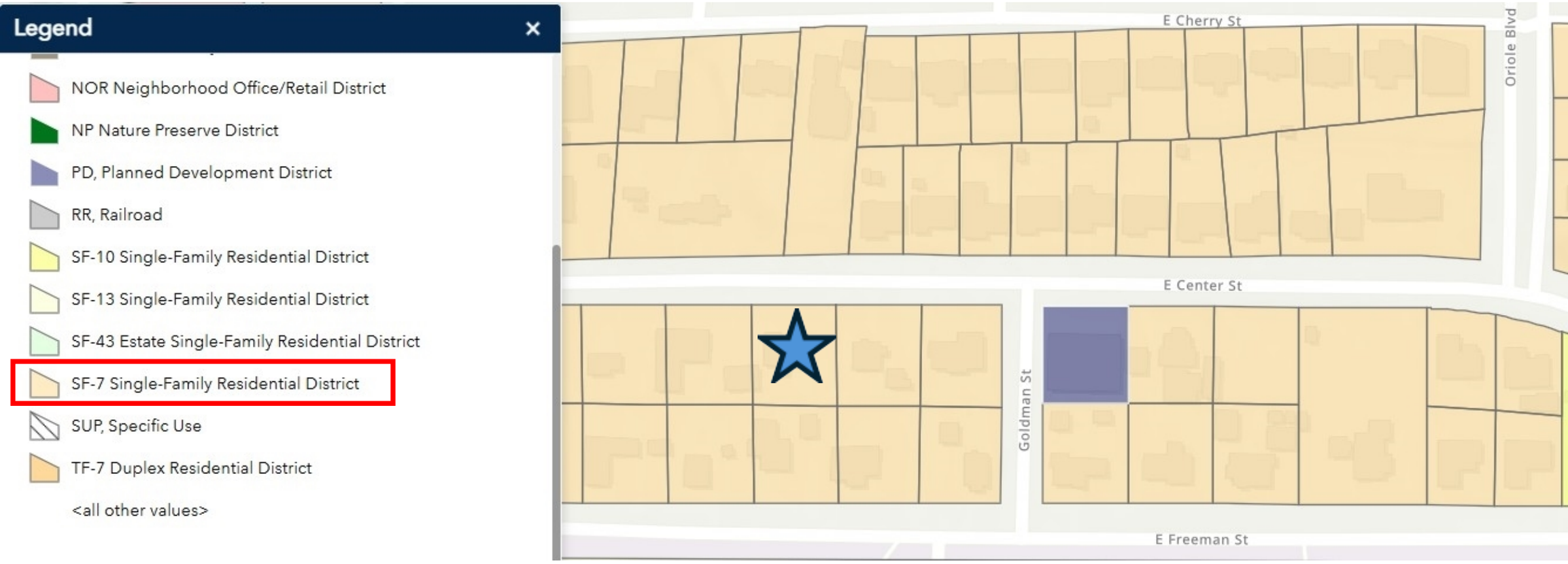


CONDUCT A PUBLIC HEARING FOR **ZONE-2025-00007**: REQUEST FROM YASMINE LEAL (APPLICANT/OWNER) FOR A SPECIFIC USE PERMIT (SUP) TO ALLOW FOR SHORT-TERM RENTAL (STR) IN A RESIDENTIAL NEIGHBORHOOD ON REAL PROPERTY LOCATED AT 314 E. CENTER STREET, **LEGALLY DESCRIBED AS BLOCK 1, LOT 3, FREEMAN ADDITION, ON 0.262 ACRES, CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS.**

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

Background

- **Purpose for the request**
  - Applicant is requesting a Specific Use Permit (SUP) to operate a Short-Term Rental (STR) at a home in a single-family neighborhood
- **Current zoning: SF-7**
  - Meets minimum requirements to operate in a SF zoning district
  - Does not deter from character of SF neighborhood functionality
  - Home has 3 bedrooms and 2 bathrooms

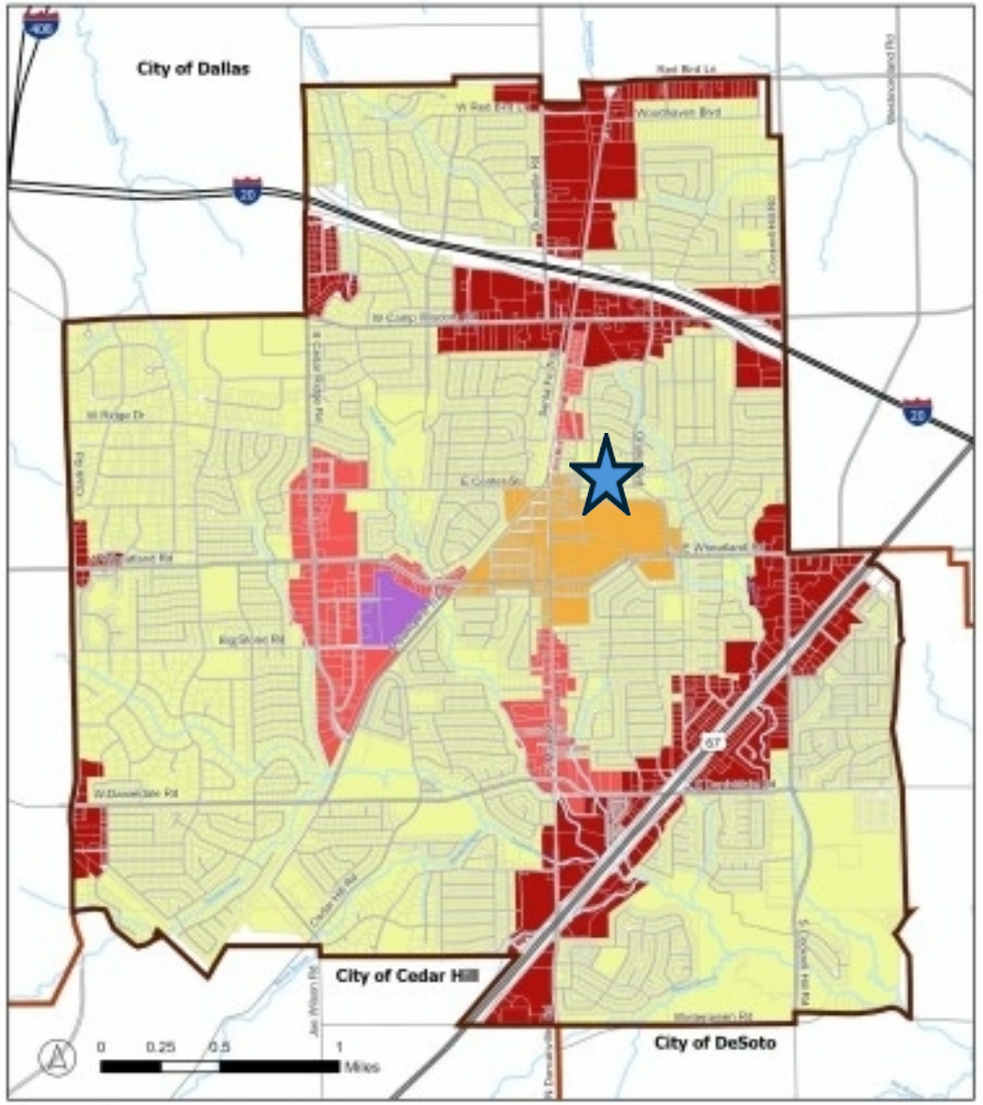


Subject Property

Current Zoning Map

Future Land Use Map

TX Loc Govt Code § 213.005 (2024):
A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.



Legend

- City of Duncanville
- Municipal Boundaries
- Hydrography

Future Land Use

- Traditional Neighborhood Residential
- Gateway Corridor
- Main Street
- Downtown
- Industrial

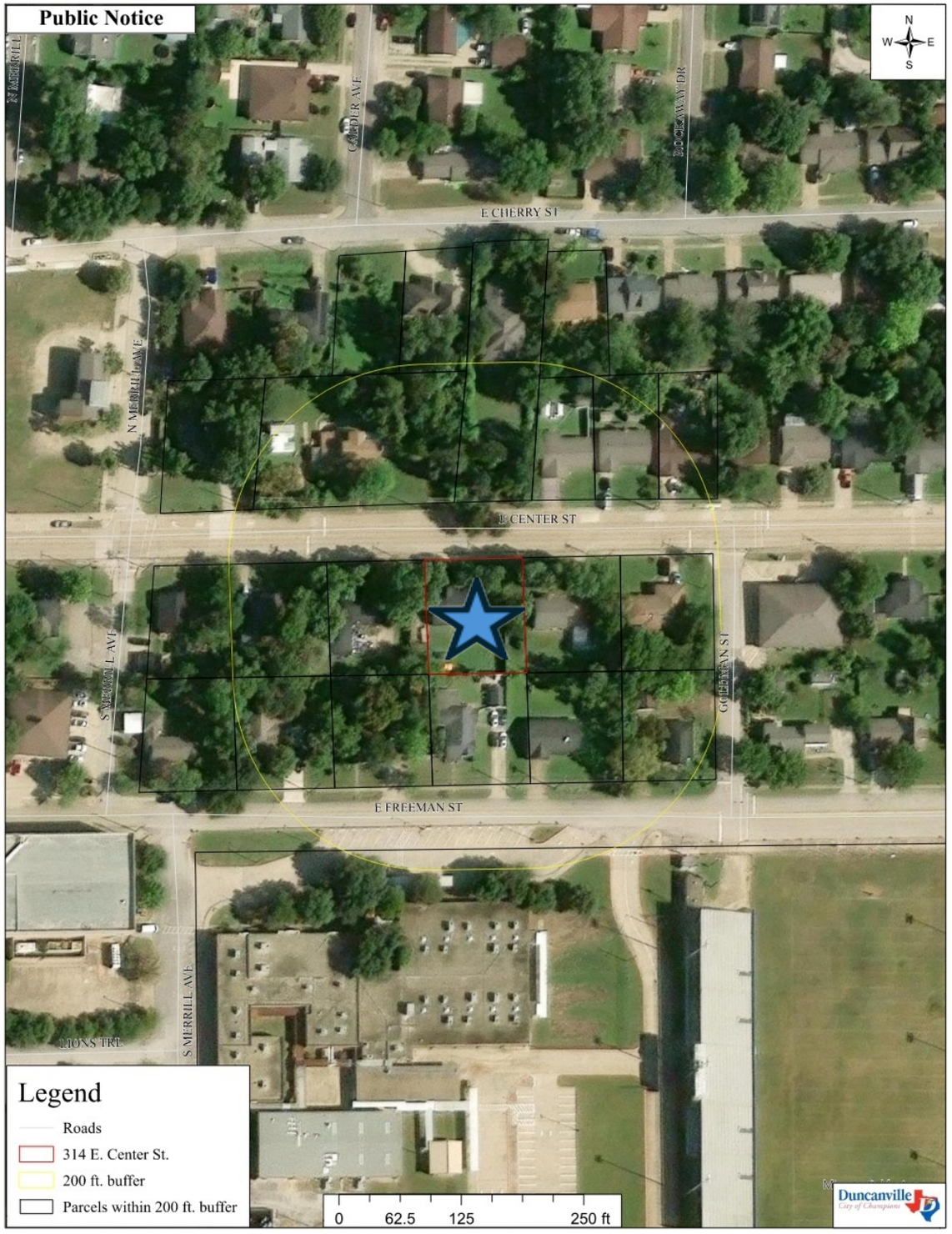
Subject Property:

Current Zoning

- SF-10; Single Family Residential District

Future Land Use Map Designation

- Traditional Neighborhood Residential



Property Owner Buffer Map

Aerial View – 314 E. Center St.

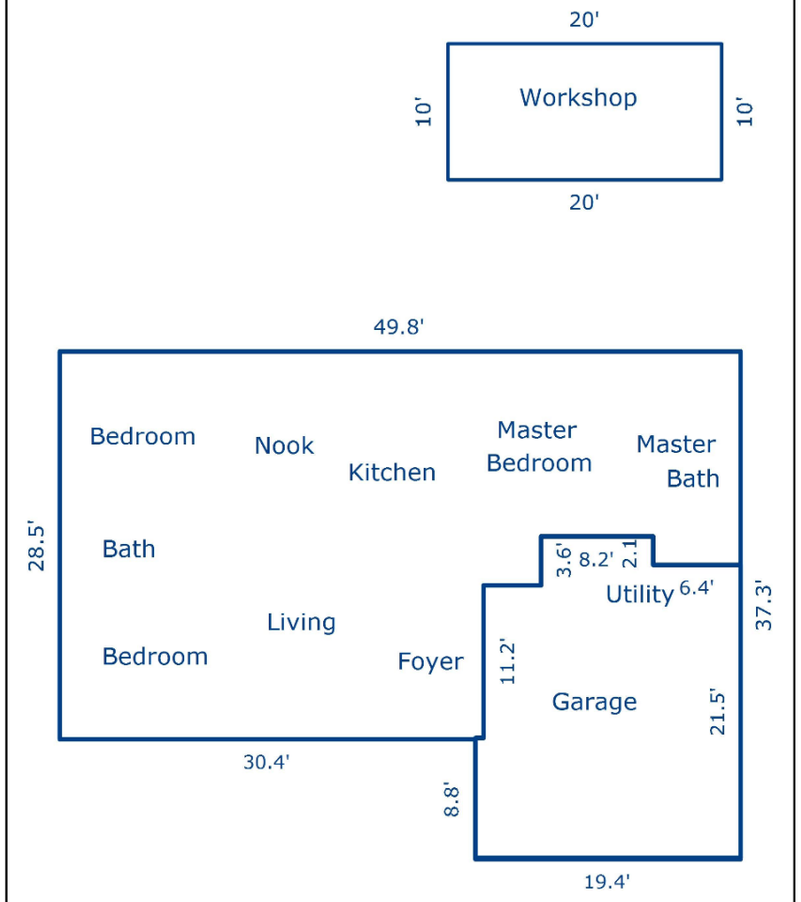
SUP Key Features

1. The proposed use is consistent and compatible with the adjacent land use and zoning.
2. The proposed use is consistent with the architecture and characteristics of the adjacent properties.
3. The proposed use may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.
4. The proposed use is consistent with the goals and objectives of the City.
5. The proposed use is an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.
6. The proposed use will not be detrimental to the general health, safety, and welfare of the community.
7. The proposed use would stabilize and improve property values within the City.
8. The proposed use would protect and enhance the City's attractiveness to residents, businesses, tourists, and visitors.
9. The proposed use would strengthen and help diversify the economy of the City.

Loan# 33652308765613
File No. S2308070

SKETCH ADDENDUM

Borrower or Owner Yasmeen Leal
Property Address 314 E Center Street
City Duncanville County Dallas State TX Zip Code 75116
Client CrossCountry Mortgage, LLC ISAOA/ATIMA



Sketch by Apex Sketch

AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
GLA1	First Floor	1.0	1169.6	174.2	1169.6
GAR	Garage	1.0	420.4	86.0	420.4
OTH	workshop	1.0	200.0	60.0	200.0
	Net LIVABLE			(rounded)	1,170

AREA CALCULATIONS BREAKDOWN

Name	Base	x	Height	x	Width	=	Area
First Floor			49.8	x	28.5	=	1419.3
			19.4	x	8.8	=	170.7
Garage							-420.4
2 total items						(rounded)	1,170

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Loan# 33652308765613
File No. S2308070

SITE PLAN

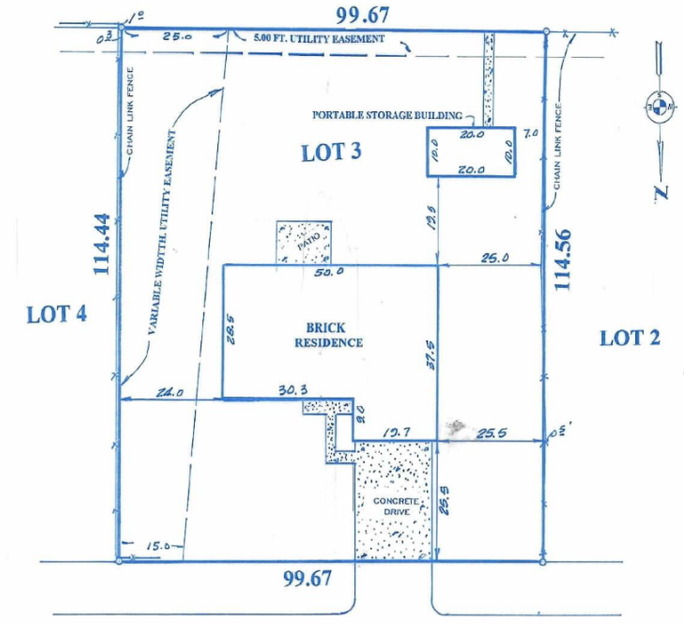
Borrower or Owner Yasmeen Leal
Property Address 314 E Center Street
City Duncanville County Dallas State TX Zip Code 75116
Client CrossCountry Mortgage, LLC ISAOA/ATIMA

SURVEY PLAT

THIS IS TO CERTIFY THAT I HAVE THIS DATE MADE A SURVEY ON THE GROUND LOCATED AT

314 E. CENTER STREET IN THE CITY OF DUNCANVILLE, TEXAS, DESCRIBED AS FOLLOWS:

Lot 3, Block 1, of THE FREEMEN ADDITION, an Addition to the City of Duncanville, Dallas County, Texas, according to the Final Map thereof recorded in Volume 95030, Page 358, of the Map Records of Dallas County, Texas.



THIS LOT IS IN ZONE C ACCORDING TO COMMUNITY-PANEL NUMBER 480173 0005 B MAP REVISED: NOVEMBER 19, 1987

314 E. CENTER STREET

60.2' R.O.W.

TO: CINDY RAYE LAFORTUNE

THIS SURVEY WAS PERFORMED IN CONNECTION WITH THE TRANSACTION DESCRIBED IN GF NO. 9614288 DV OF COMMONWEALTH LAND TITLE COMPANY. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR LOSS RESULTING THEREFROM. And the plat hereon is a true, correct and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat; the size, location, and type of buildings and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated. EXCEPT AS SHOWN THERE ARE NO VISIBLE ENCROACHMENTS OR PROTRUSIONS APPARENT ON THE GROUND. THIS SURVEY IS NOT CERTIFIED TO A THIRD PARTY.

O=IRON ROD IN PLACE

VEACH ENGINEERING & LAND SURVEYING

SCALE 1" = 20' BY:

Public Notices

21 mailings were sent out

1 responded in support

0 responded in opposition

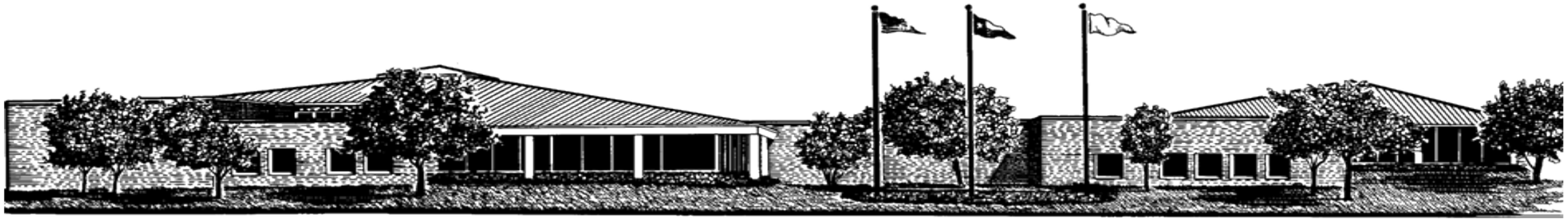
Staff Recommendation

Staff recommends **APPROVAL** of the SUP request.

P&Z recommended approval 6=0 with 10 year expiration/renewal date at March 9, 2026 Planning and Zoninng Commission meeting.

Options for Consideration

1. **Approve** – Approval of the request as submitted.
2. **Approve with Conditions** – Approval of the request with conditions or adjustments that are needed to ensure compliance and compatibility.
3. **Deny** – Denial of the request if the application does not demonstrate a public benefit, is inconsistent with the spirit and intent of the Comprehensive Plan, and/or raises concern related to public health, safety or general welfare.
4. **Table** – Continue the item to the next regularly scheduled Planning and Zoning Commission Meeting

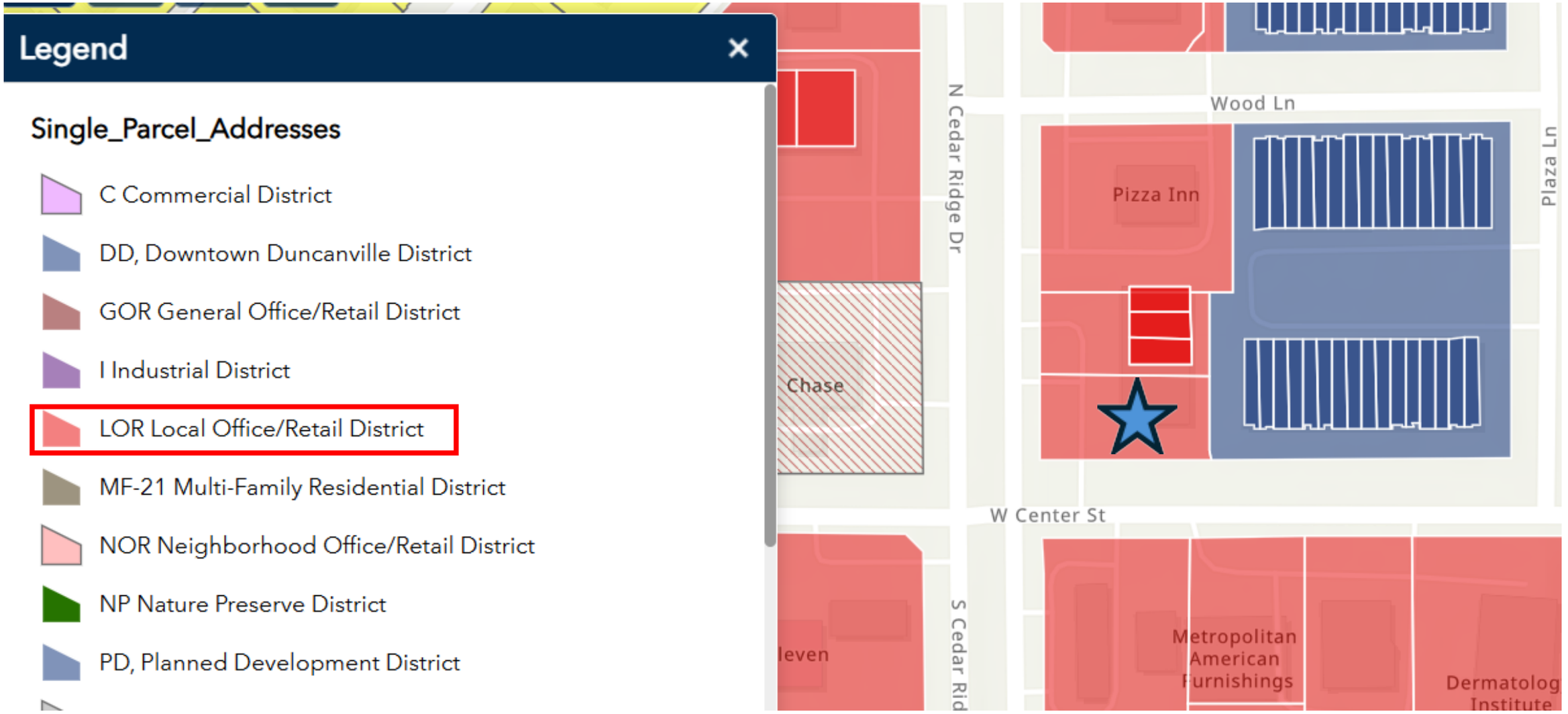


CONDUCT A PUBLIC HEARING FOR **ZONE-2026-00008**: REQUEST FROM REQUEST FROM DUWEST REALTY (WILL WALTERS AND JOSIE TRENT) FOR A SPECIFIC USE PERMIT (SUP) TO ALLOW FOR DRIVE-THRU AS AN ACCESSORY TO A PROPOSED DAIQUIRI/RESTAURANT BUSINESS ON REAL PROPERTY LOCATED AT 102 N. CEDAR RIDGE DRIVE, **LEGALLY DESCRIBED AS BLOCK A, LOT 1, FREEMAN ADDITION, ON 0.268 ACRES IN THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS.**

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

Background

- **Purpose for the request**
  - Applicant is requesting a Specific Use Permit (SUP) to operate a drive-thru as an accessory to a restaurant/daiquiri business
- **Current zoning: LOR/Local Office Retail**
- **Proposed site/use function:**
  - Drive-thru use requires an SUP in the LOR zoning district
  - Proposing 4 car stacking lane with two “to-go” parking spaces to reduce blocking other business during their operating hours
  - Proposed daiquiri (alcohol) use is not premise of this SUP request

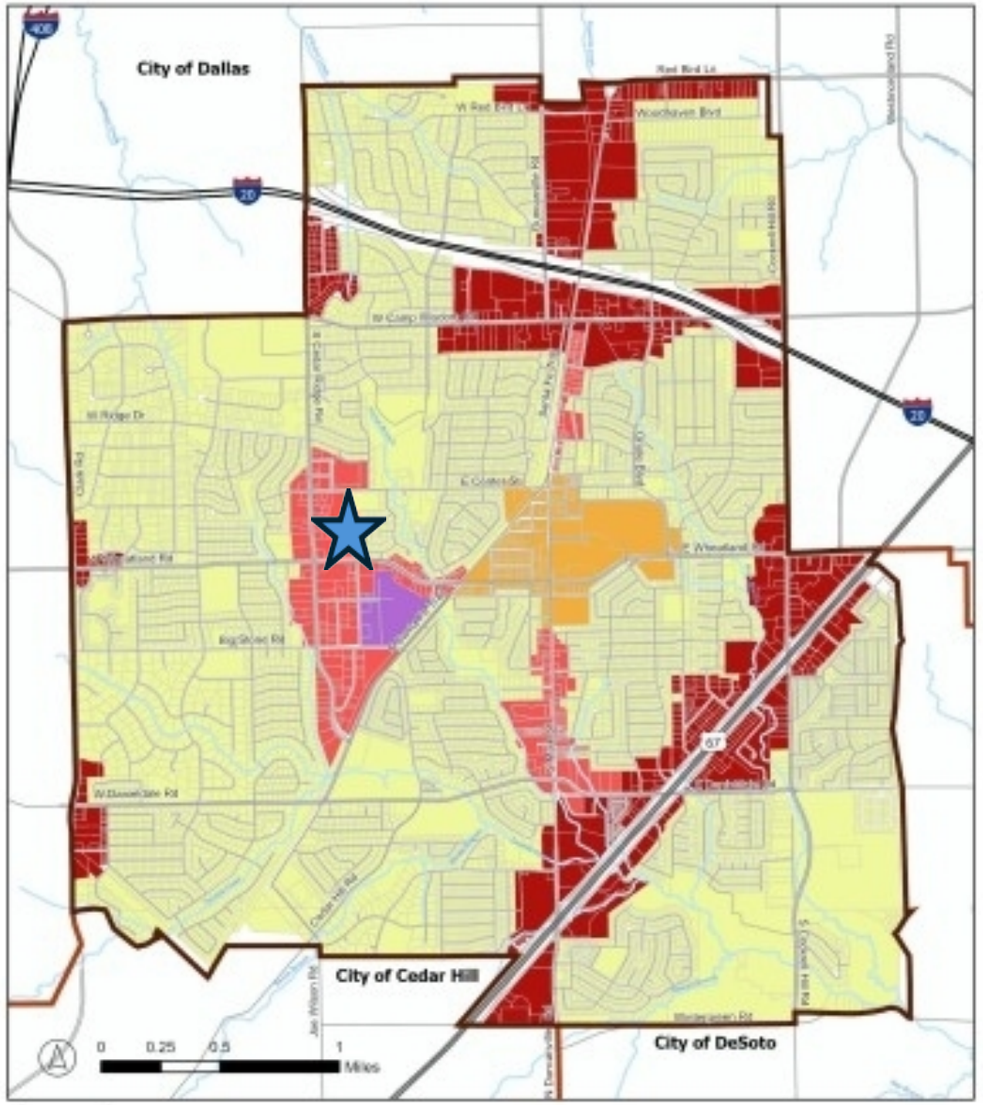


Subject Property

Current Zoning Map

Future Land Use Map

TX Loc Govt Code § 213.005 (2024):
A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.



Legend

- City of Duncanville
- Municipal Boundaries
- Hydrography

Future Land Use

- Traditional Neighborhood Residential
- Gateway Corridor
- Main Street
- Downtown
- Industrial

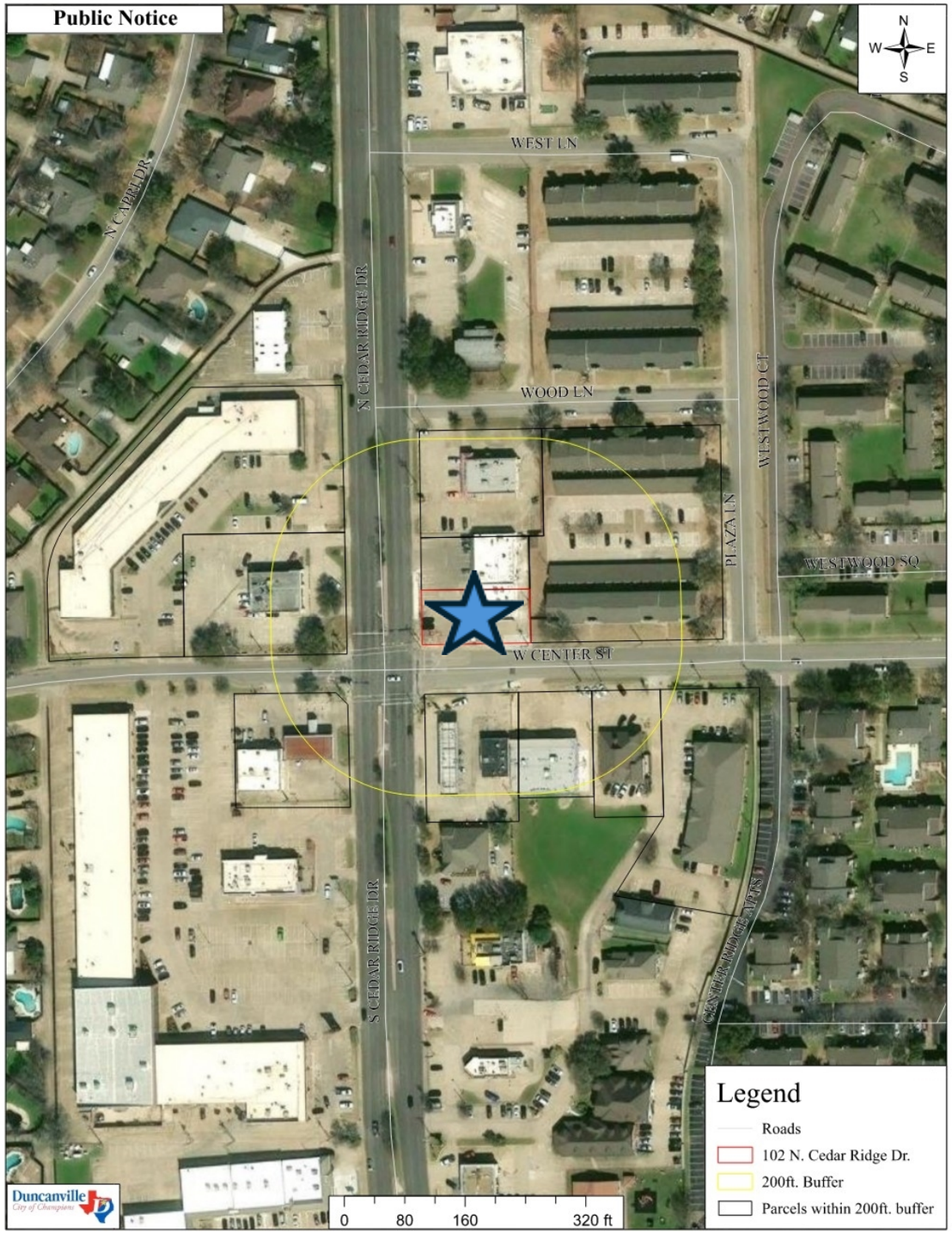
Subject Property:

Current Zoning

- Local Office/Retail; LOR

Future Land Use Map Designation

- Main Street District



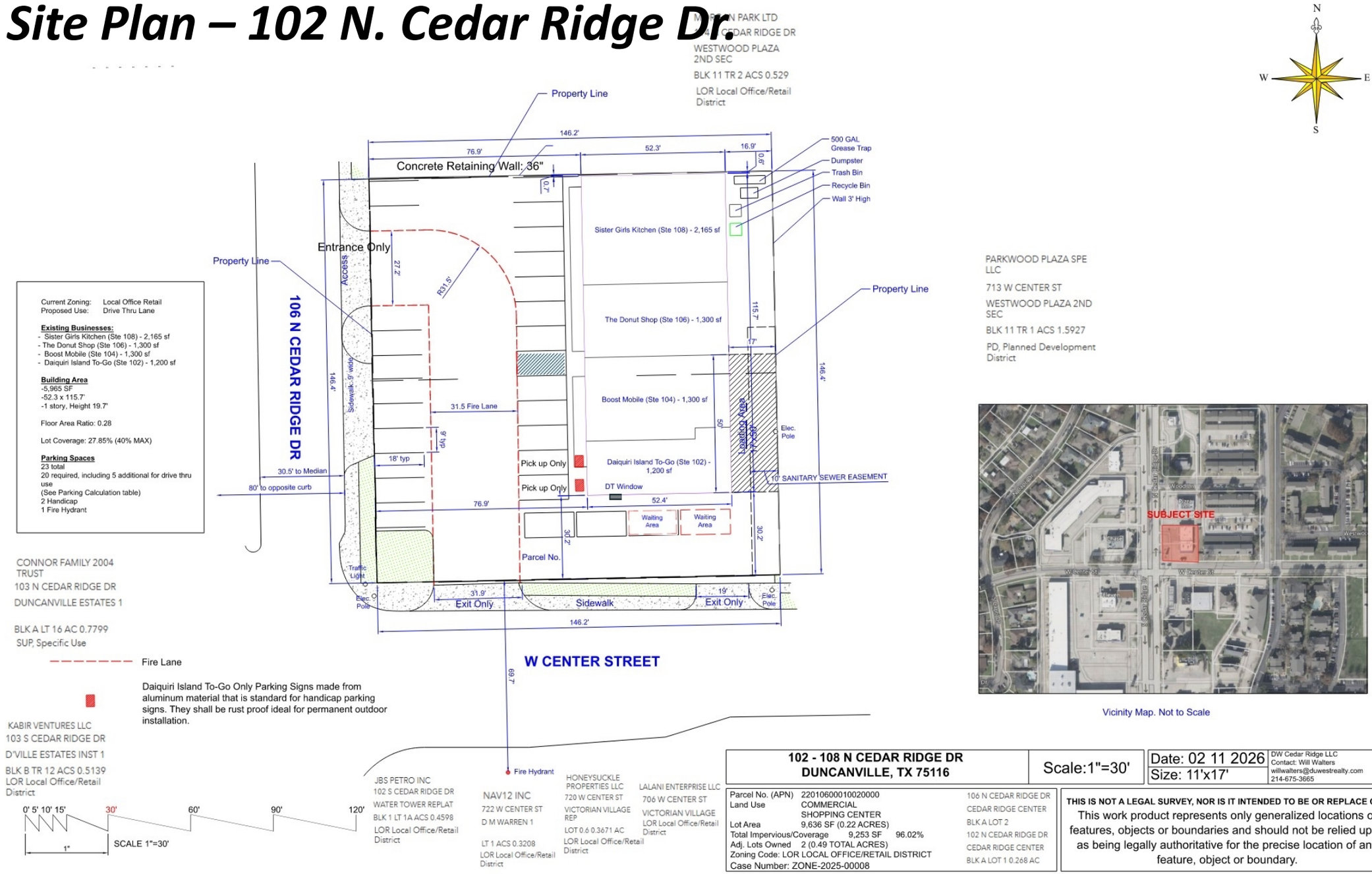
Property Owner Buffer Map

Aerial View – 102 N. Cedar Ridge Dr.

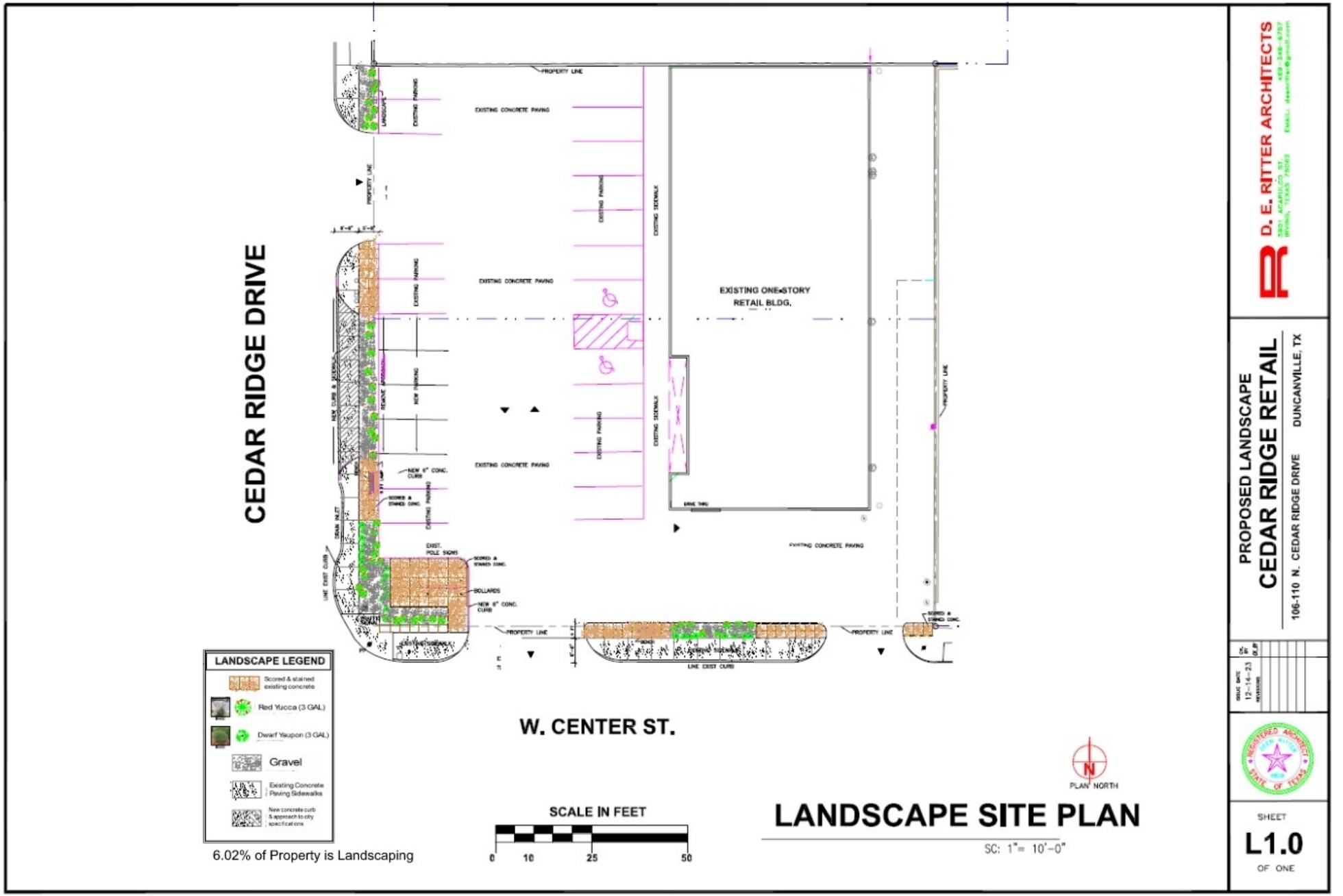
SUP Key Features

1. The proposed use is consistent and compatible with the adjacent land use and zoning.
2. The proposed use is consistent with the architecture and characteristics of the adjacent properties.
3. The proposed use may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.
4. The proposed use is consistent with the goals and objectives of the City.
5. The proposed use is an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.
6. The proposed use will not be detrimental to the general health, safety, and welfare of the community.
7. The proposed use would stabilize and improve property values within the City.
8. The proposed use would protect and enhance the City's attractiveness to residents, businesses, tourists, and visitors.
9. The proposed use would strengthen and help diversify the economy of the City.

Site Plan – 102 N. Cedar Ridge Dr.



Landscape Plan – 102 N. Cedar Ridge Dr.



Public Notices

10 mailings were sent out

0 responded in support

1 responded in opposition

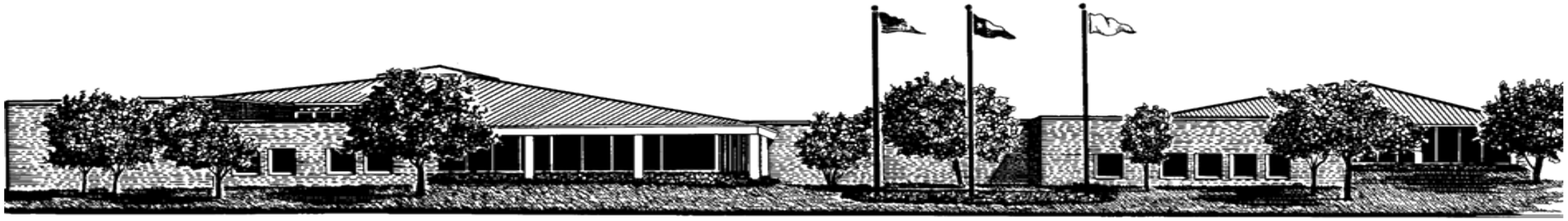
Staff Recommendation

Staff recommends **APPROVAL** of the SUP request with a five (5) year renewal and expiration. Item was previously tabled at the February 9, 2026 Planning and Zoning Commission meeting.

P&Z recommended approval 5-0 with five (5) year expiration/renewal date at March 9. 2026 Planning and Zoning Commission meeting with conditions as presented.

Options for Consideration

1. **Approve** – Approval of the request as submitted.
2. **Approve with Conditions** – Approval of the request with conditions or adjustments that are needed to ensure compliance and compatibility.
3. **Deny** – Denial of the request if the application does not demonstrate a public benefit, is inconsistent with the spirit and intent of the Comprehensive Plan, and/or raises concern related to public health, safety or general welfare.
4. **Table** – Continue the item to the next regularly scheduled Planning and Zoning Commission Meeting



CONDUCT A PUBLIC HEARING FOR **ZONE-2025-00006:** REQUEST FROM MONTE ANDERSON (OWNER) TO AMEND THE CURRENT PLANNED DEVELOPMENT (PD-2535) AND SITE PLAN FOR THE RESIDENTIAL DEVELOPMENT ON REAL PROPERTY LOCATED AT 402 E. WHEATLAND ROAD, **LEGALLY DESCRIBED AS LOT 1, BLOCK A & ABANDONED ALLEY, WHEATLAND PLAZA SHOPPING CENTER ON 7.501 ACRES IN THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS.**

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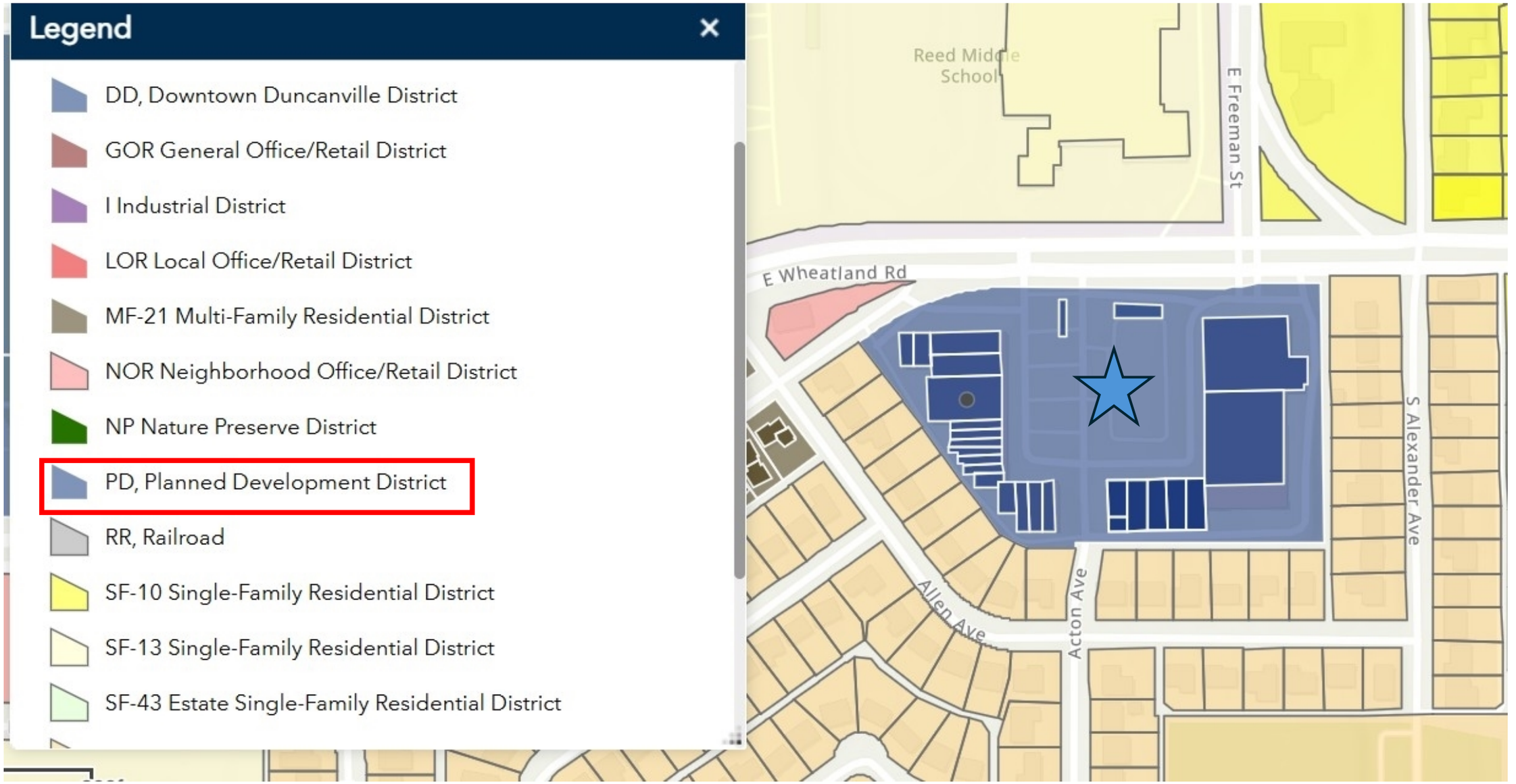
Background

Purpose for the request

- Applicant is requesting to amend the current Planned Development (PD-2535) and the site plan for the proposed residential structure
- Current site plan setbacks cannot be accommodated as stated in the PD-2535
- Current minimum setback requirements stated in PD-2535
  - A 0–10 foot minimum building setback in place of the required minimum 25-foot setback.
  - A 15-foot minimum side setback in place of the required minimum 25-foot side setback.
  - A 20-foot minimum rear setback in place of the required minimum 25-foot rear setback.

Proposed Setback Amendments

- A 10- foot front building setback from the local retail portion of the PD.
- A 5-foot side building setback from the local retail portion of the PD.
- A 10-foot rear building setback from the local retail portion of the PD.



Subject Property

Current Zoning Map

Current Zoning District

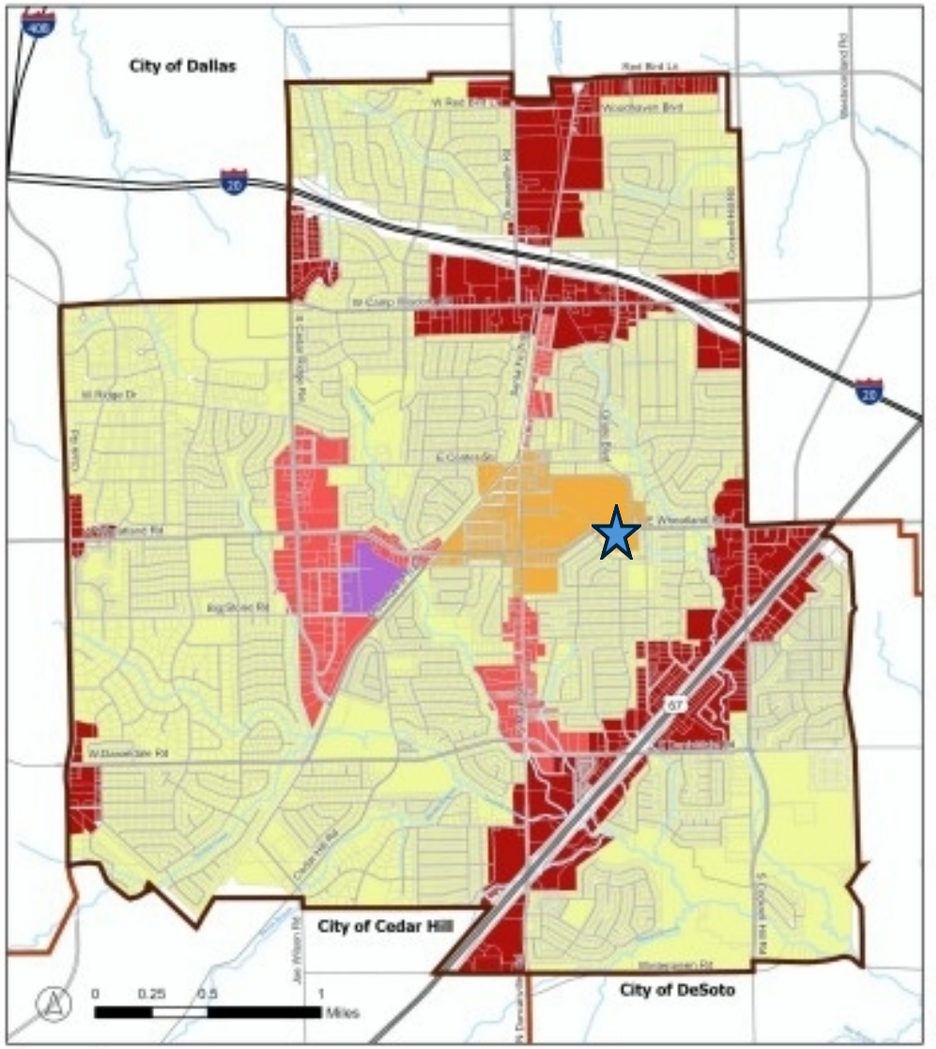
- PD-2535; Planned Development 2535

Future Land Use Map Designation

- Downtown District

Future Land Use Map

TX Loc Govt Code § 213.005 (2024): A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.



Subject Property

Property Owner Buffer Map

Subject Property

Aerial View
E Wheatland Rd
Allen Ave

Public Notices

52 mailings were sent out

0 responded in support

3 responded in opposition

Staff Recommendation

Staff recommends **APPROVAL** of the new site plan contingent on the revised dimensional standards language for setbacks, however, staff also recommends that the list of uses originally stated in this Planned Development be revisited in the future.

P&Z recommended approval 5-0 as presented at March 9, 2026 Planning and Zoninng Commission meeting.

Options for Consideration

1. **Approve** – Approval of the request as submitted.
2. **Approve with Conditions** – Approval of the request with conditions or adjustments that are needed to ensure compliance and compatibility.
3. **Deny** – Denial of the request if the application does not demonstrate a public benefit, is inconsistent with the spirit and intent of the Comprehensive Plan, and/or raises concern related to public health, safety or general welfare.
4. **Table** – Continue the item to the next regularly scheduled Planning and Zoning Commission Meeting

Thank You!

Any questions?

203 E. Wheatland Rd.
Duncanville, TX 75116
(972) 780-5000

STAFF REPORT

To:	City Council
From:	LaSheyla Jones, Assistant Director Planning and Zoning
Date:	April 7, 2026
RE:	Specific Use Permit Request| 102 N. Cedar Ridge Drive ZONE-2026-00008
Applicant:	Will Walters & Josie Trent | Applicant & Owner

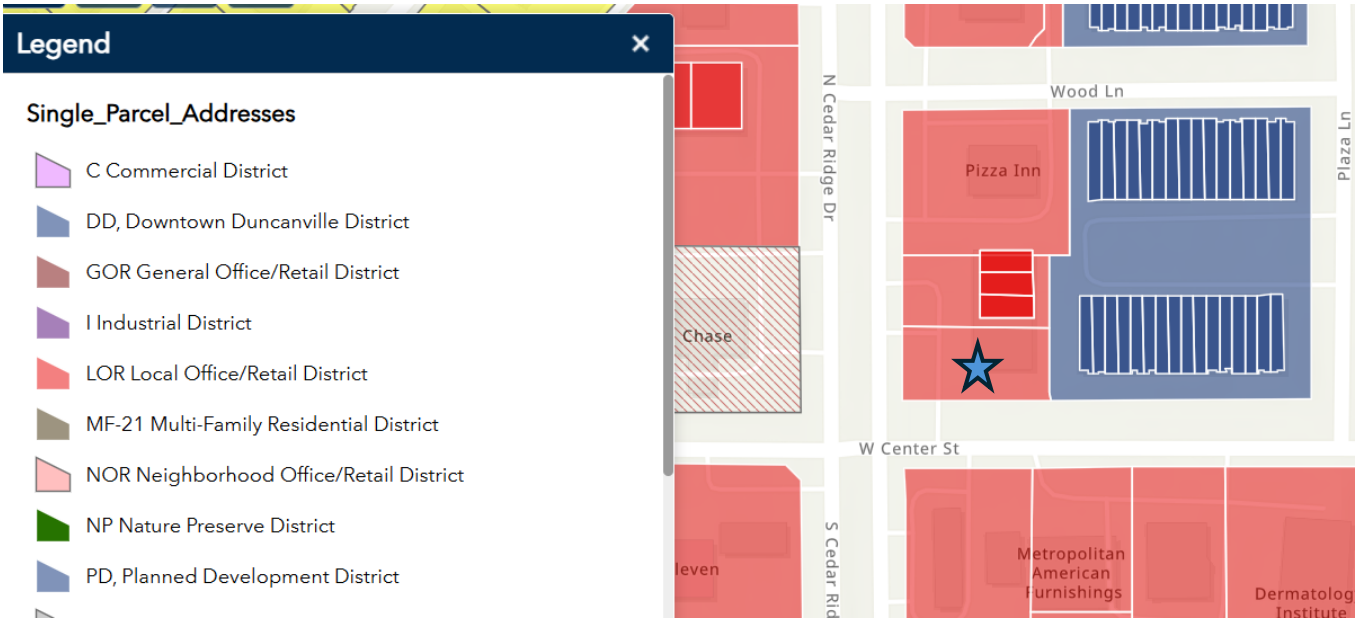
REQUEST:	The applicant is requesting a Specific Use Permit (SUP) to allow a drive-thru as an accessory use in the Local/Office Retail (LOR) zoning district.
LOCATION:	102 N. Cedar Ridge, Duncanville, TX
EXISTING ZONING:	Local Office Retail (LOR)
PROPOSED ZONING:	Local Office Retail (LOR) with a Specific Use Permit (SUP) to operate a drive-thru as an accessory use to a proposed daiquiri/restaurant use.
FUTURE LAND USE DESIGNATION:	Main Street District

203 E. Wheatland Rd.
Duncanville, TX 75116
(972) 780-5000

PROJECT SUMMARY:

The applicant is requesting approval of a Specific Use Permit (SUP) to operate a drive-thru lane with a stacking lane maximum of four (4) cars. The drive-thru is an accessory use to a proposed daiquiri shop and restaurant. Article 3, Section 30.03 in the Zoning Ordinance requires a Specific Use Permit (SUP) for a drive-thru as an accessory and/or incidental use in the Local Office Retail (LOR) zoning district.

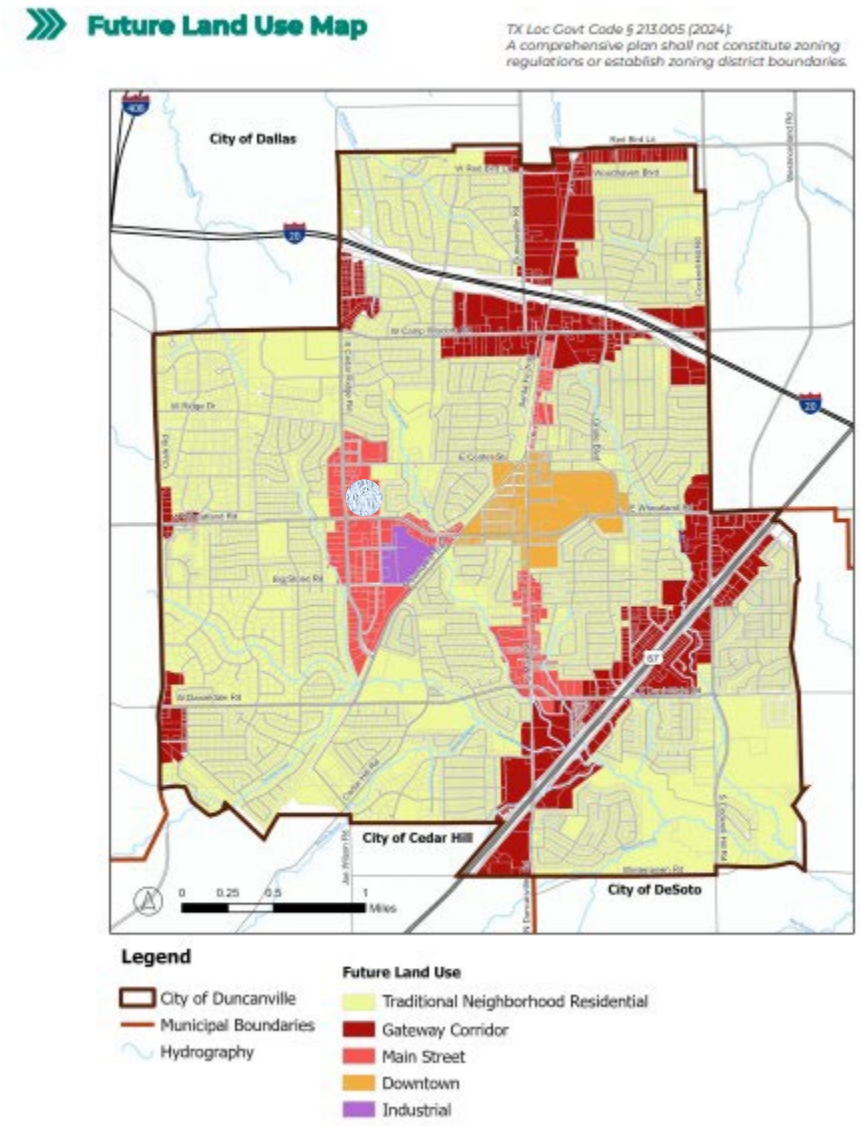
The primary purpose of the SUP is to review the proposed drive-thru as an accessory use.



Subject Property
Figure 1. Zoning Map

ZONING DISTRICT DESCRIPTION:

Local Office/Retail (LOR) district is established to provide for the development of community-serving retail, personal service, and office uses at a scale and intensity compatible with residential communities. Pad site development is also allowed in this zoning district. These areas shall utilize landscape and screening requirements. This district should be located along or at the intersections of major collectors or thoroughfares to accommodate higher traffic volumes.



Subject Property
Figure 2: Future Land Use Map

FUTURE LAND USE DESCRIPTION:

Main Street District land uses within this character area should provide connectivity between the surrounding neighborhoods and the Downtown and Main Street Districts. Uses in this district should encourage a diversity of commercial, retail, office, civic, and residential uses to create a lively Main Street corridor with connectivity to the City's other primary destinations and community amenities. There should be a variety of medium- and

higher-density residential offerings mixed with vibrant businesses and community anchor institutions. Future development should prioritize infill and adaptive reuse of vacant and underutilized space as well as mixed-use commercial and residential opportunities. Ensuring multimodal connectivity through sidewalks, bike lanes, transit, and other public space amenities should be prioritized and encouraged.

USE DEFINITIONS:

Article VII Section 7.02.B Accessory and Incidental Uses

Drive-Thru: An accessory use typically associated with restaurants, banks, pharmacies, and other uses to accommodate drive-up traffic.

SURROUNDING ZONING AND DEVELOPMENT:

- **NORTH:** Local Office/Retail (LOR)
  - Retail/commercial, Cedar Ridge Center
- **EAST:** Planned Development 825 (PD-825)
  - Residential, Westwood Plaza Second Section
- **SOUTH:** Local Office/Retail (LOR)
  - Retail/commercial, Water Tower Replat
- **WEST:** Specific Use Permit (SUP) 2401
  - Retail/commercial, Duncanville Estates No. 1

PUBLIC INPUT:

Staff mailed out 10 notices. At the time of preparation of this report staff has received one (1) response in opposition of the proposed SUP request.

STAFF REVIEW:

The proposed Specific Use Permit (SUP) is to allow a drive-thru as an accessory use to a proposed daiquiri/restaurant business. The current configuration of the drive-thru can accommodate a total of four (4) cars. As stated in Article 3, Section 3.03, the drive-thru as an accessory or incidental to another use requires an SUP in the Local Office/Retail (LOR) zoning district. Due to the configuration and location of the property, staff recognizes the impact that a drive-thru may have on traffic utilizing Cedar Ridge Drive as well as on W. Center Street. In response to this, staff believes that the applicant addresses this concern by assigning two (2) dedicated parking spaces for pick-up/to-go orders to deter a bottleneck of cars stacking and/or overflowing into the street. In addition to the surrounding retail spaces, staff finds that the current number of parking spaces on-site along with varying

operational hours of the other businesses can accommodate the proposed use including the drive-thru.

KEY FEATURES OF AN SUP:

a. **The proposed use is consistent and compatible with the adjacent land use and zoning.**

   The proposed use is consistent and compatible with adjacent land uses and zoning.

b. **The proposed use is consistent with the architecture and characteristics of the adjacent properties.**

   The proposed use is consistent with the architecture and overall character of adjacent properties.

c. **The proposed use may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.**

   Staff finds that the proposed use follows the development standards set forth in the City of Duncanville Zoning Ordinance and does not foresee an adverse impact on adjacent properties.

d. **The proposed use is consistent with the goals and objectives of the City.**

   The proposed use is consistent with the goals and objectives of the City of Duncanville.

e. **The proposed use is an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.**

   Staff finds that the proposed use meets the minimum standards set forth by the zoning ordinance.

f. **The proposed use will not be detrimental to the general health, safety, and welfare of the community.**

   The proposed use should not be detrimental to the general health, safety, and welfare of the community.

g. **The proposed use would stabilize and improve property values within the City.**

Staff cannot prove or disprove that the proposed use would stabilize and improve property values within the City.

h. **The proposed use would protect and enhance the City's attractiveness to residents, businesses, tourists, and visitors.**

Staff cannot speak to how the proposed use would protect and enhance the City's attractiveness to residents, businesses, tourists, and visitors. Staff recognizes the perception of Short-Term Rentals being in residential zoning districts, however,

i. **The proposed use would strengthen and help diversify the economy of the City.**

Staff cannot speak to how the proposed use would strengthen and help diversify the economy of the City.

STAFF RECOMMENDATION:

Staff recommends **approval** of the SUP **with a five (5) year expiration and renewal from the date of City Council approval.** Staff previously recommended the item be tabled due to formatting issues and revisions that were not adequately addressed. These revisions and issues have been resolved.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

Recommended approval of the SUP as presented during the March 9, 2026 meeting with a 5-0 vote.

FIGURES:

Figure 1: Zoning Map

Figure 2: Future Land Use Map

ATTACHMENTS:

Attachment 1: Map of properties

within 200 ft.

203 E. Wheatland Rd.
Duncanville, TX 75116
(972) 780-5000

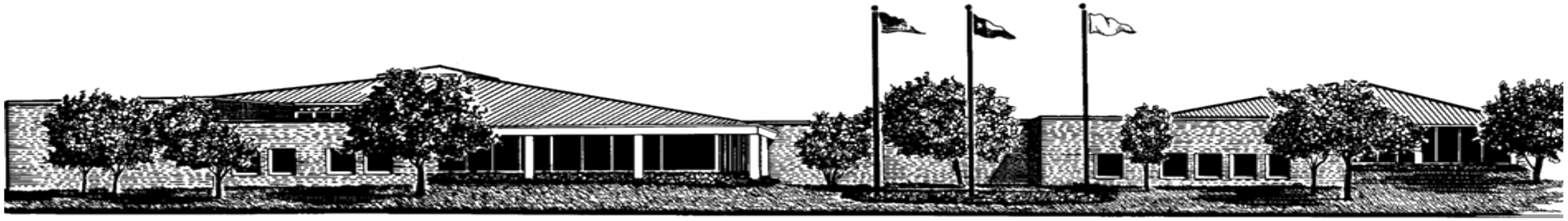
Attachment 2: Revised Site Plan and Landscape Plan

City of Duncanville
Staff Presentation to City Council

April 7, 2026

Dr. LaSheyla Jones, Assistant Director of Planning

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

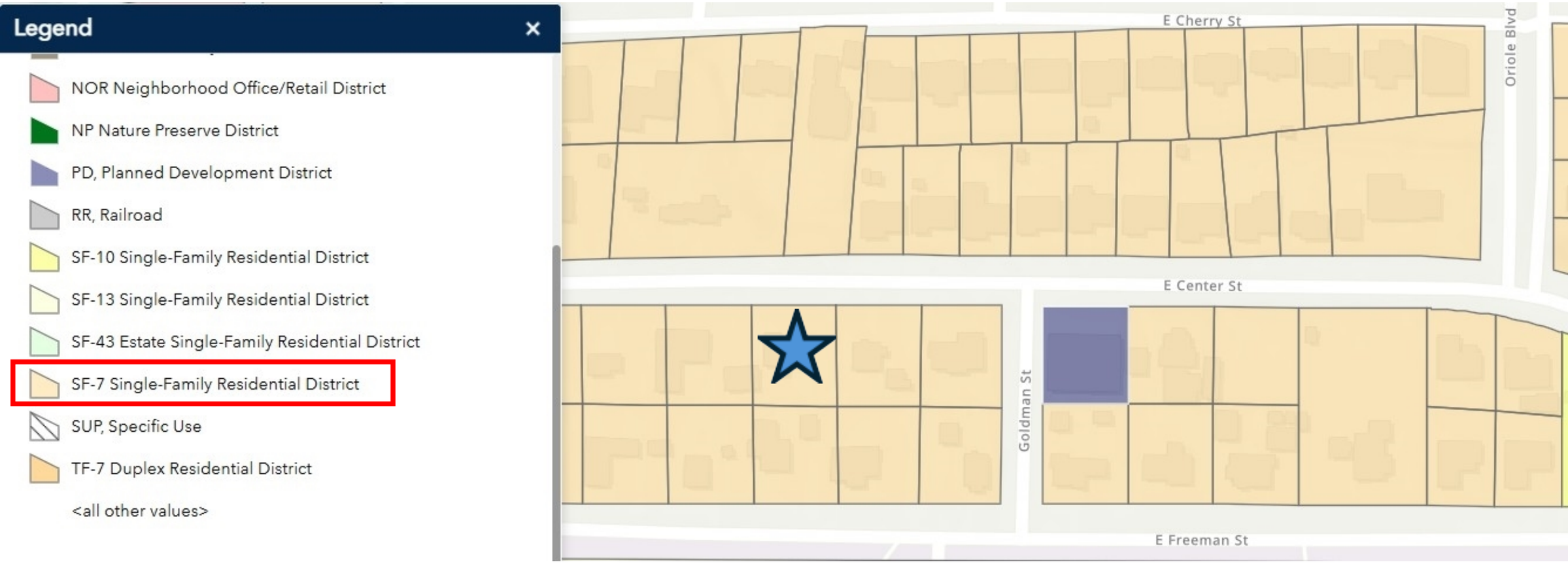


CONDUCT A PUBLIC HEARING FOR **ZONE-2025-00007**: REQUEST FROM YASMINE LEAL (APPLICANT/OWNER) FOR A SPECIFIC USE PERMIT (SUP) TO ALLOW FOR SHORT-TERM RENTAL (STR) IN A RESIDENTIAL NEIGHBORHOOD ON REAL PROPERTY LOCATED AT 314 E. CENTER STREET, **LEGALLY DESCRIBED AS BLOCK 1, LOT 3, FREEMAN ADDITION, ON 0.262 ACRES, CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS.**

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

Background

- **Purpose for the request**
  - Applicant is requesting a Specific Use Permit (SUP) to operate a Short-Term Rental (STR) at a home in a single-family neighborhood
- **Current zoning: SF-7**
  - Meets minimum requirements to operate in a SF zoning district
  - Does not deter from character of SF neighborhood functionality
  - Home has 3 bedrooms and 2 bathrooms

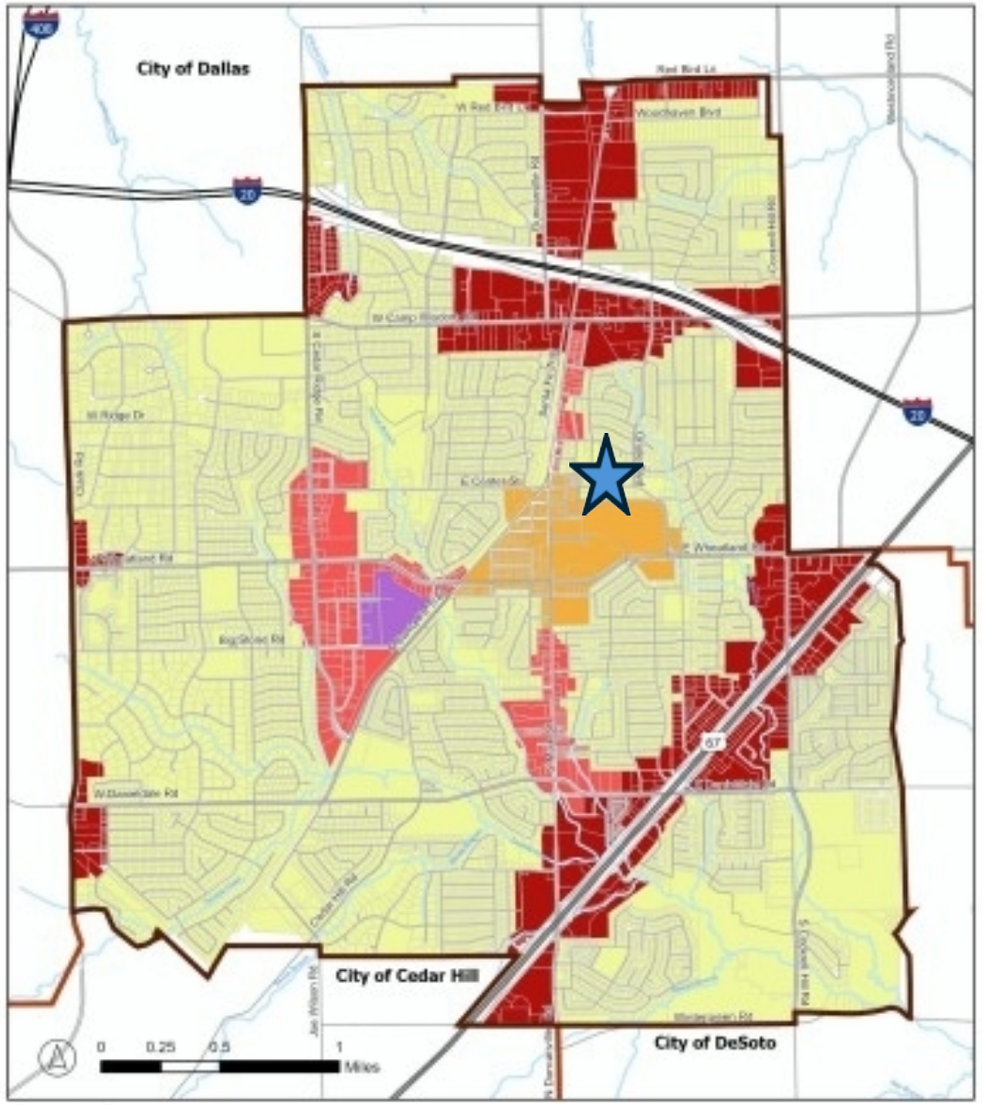


Subject Property

Current Zoning Map

Future Land Use Map

TX Loc Govt Code § 213.005 (2024):
A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.



Legend

- City of Duncanville
- Municipal Boundaries
- Hydrography

Future Land Use

- Traditional Neighborhood Residential
- Gateway Corridor
- Main Street
- Downtown
- Industrial

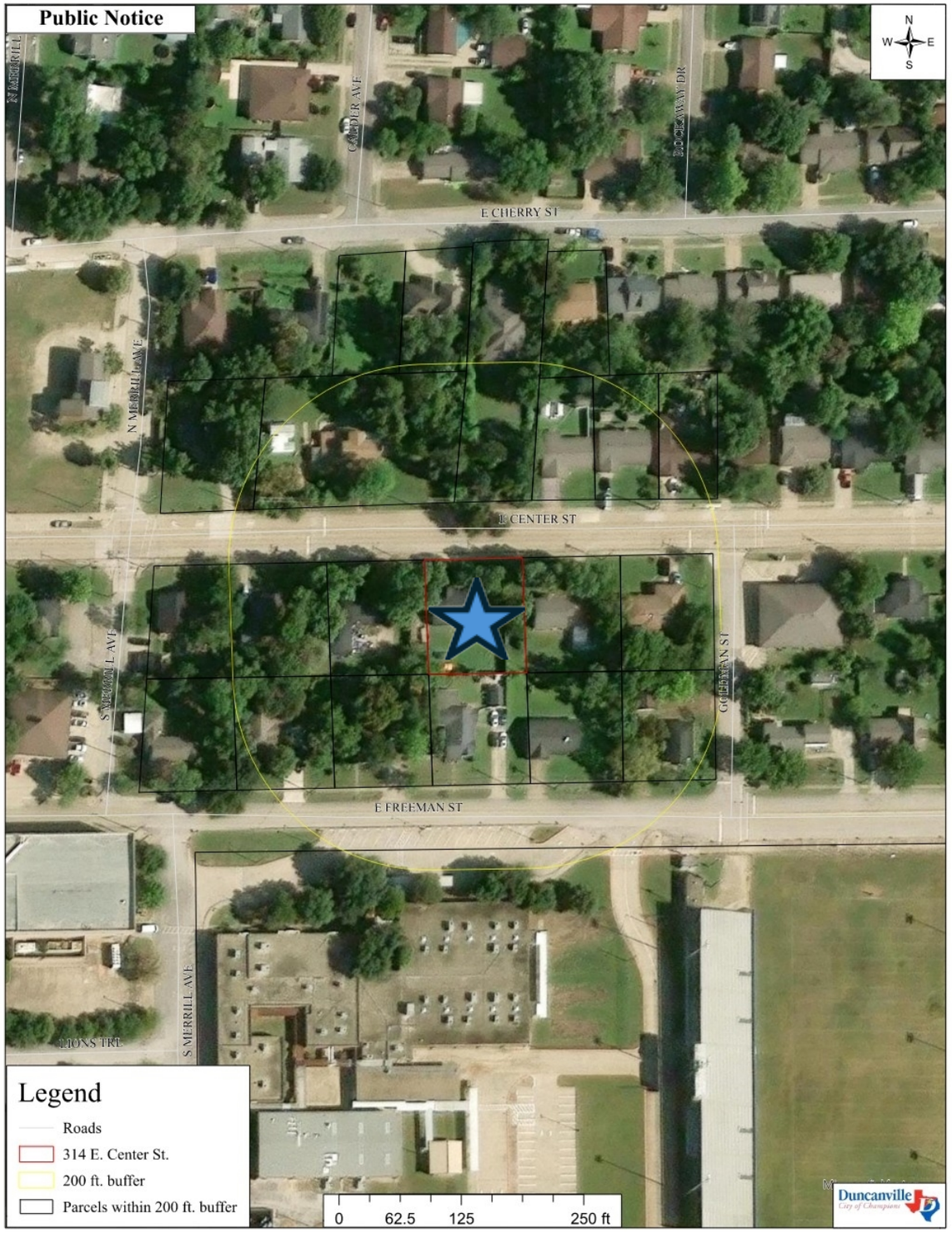
Subject Property:

Current Zoning

- SF-10; Single Family Residential District

Future Land Use Map Designation

- Traditional Neighborhood Residential



Property Owner Buffer Map

Aerial View – 314 E. Center St.

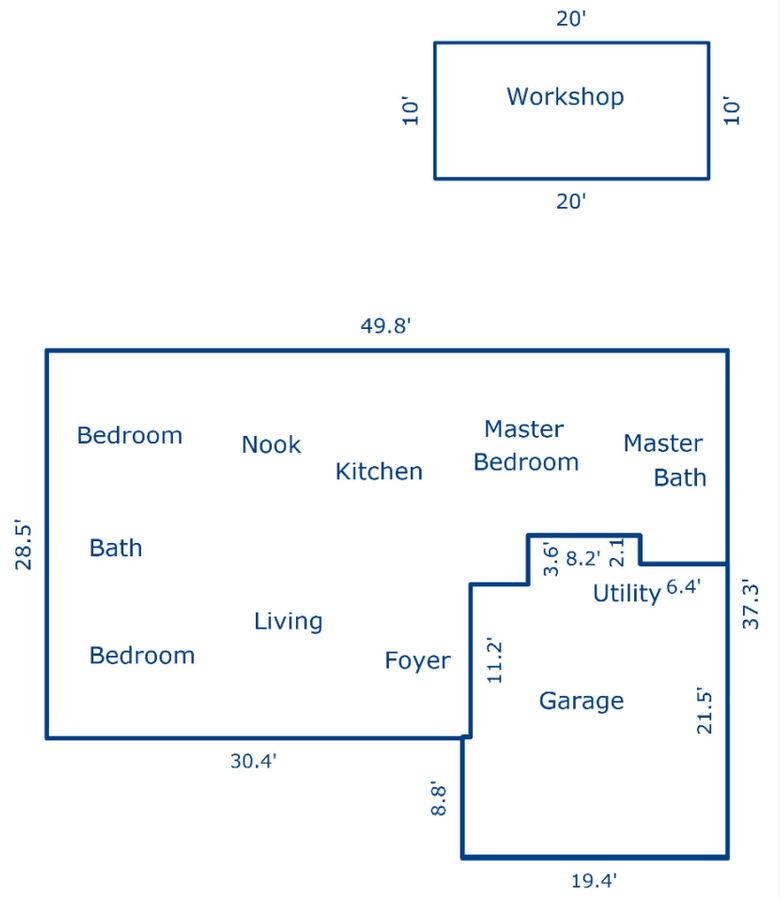
SUP Key Features

1. The proposed use is consistent and compatible with the adjacent land use and zoning.
2. The proposed use is consistent with the architecture and characteristics of the adjacent properties.
3. The proposed use may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.
4. The proposed use is consistent with the goals and objectives of the City.
5. The proposed use is an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.
6. The proposed use will not be detrimental to the general health, safety, and welfare of the community.
7. The proposed use would stabilize and improve property values within the City.
8. The proposed use would protect and enhance the City's attractiveness to residents, businesses, tourists, and visitors.
9. The proposed use would strengthen and help diversify the economy of the City.

Loan# 33652308765613
File No. S2308070

SKETCH ADDENDUM

Borrower or Owner Yasmeen Leal
Property Address 314 E Center Street
City Duncanville County Dallas State TX Zip Code 75116
Client CrossCountry Mortgage, LLC ISAOA/ATIMA



Sketch by Apex Sketch

AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
GLA1	First Floor	1.0	1169.6	174.2	1169.6
GAR	Garage	1.0	420.4	86.0	420.4
OTH	workshop	1.0	200.0	60.0	200.0
	Net LIVABLE			(rounded)	1,170

AREA CALCULATIONS BREAKDOWN

Name	Base	x	Height	x	Width	=	Area
First Floor			49.8	x	28.5	=	1419.3
			19.4	x	8.8	=	170.7
Garage							-420.4
2 total items					(rounded)		1,170

© Starcap Marketing, LLC. dba Apex Software

Loan# 33652308765613
File No. S2308070

SITE PLAN

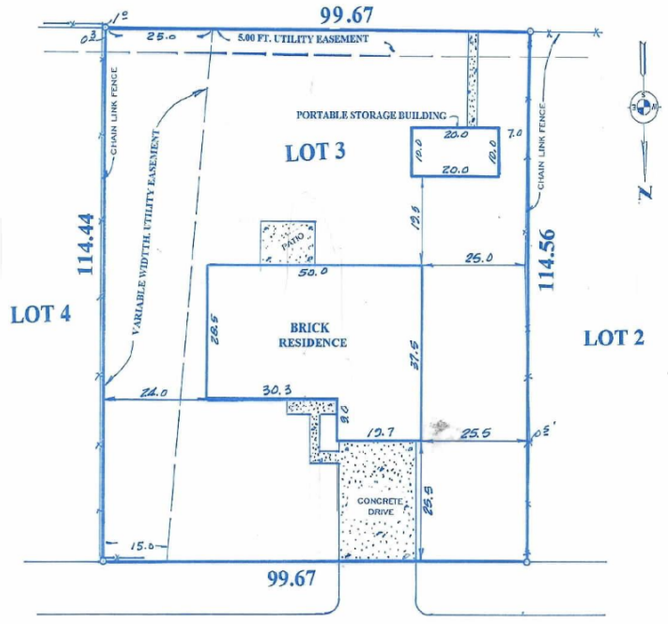
Borrower or Owner Yasmeen Leal
Property Address 314 E Center Street
City Duncanville County Dallas State TX Zip Code 75116
Client CrossCountry Mortgage, LLC ISAOA/ATIMA

SURVEY PLAT

THIS IS TO CERTIFY THAT I HAVE THIS DATE MADE A SURVEY ON THE GROUND LOCATED AT

314 E. CENTER STREET IN THE CITY OF DUNCANVILLE, TEXAS, DESCRIBED AS FOLLOWS:

Lot 3, Block 1, of THE FREEMEN ADDITION, an Addition to the City of Duncanville, Dallas County, Texas, according to the Final Map thereof recorded in Volume 95030, Page 358, of the Map Records of Dallas County, Texas.



THIS LOT IS IN ZONE C ACCORDING TO
COMMUNITY-PANEL NUMBER 480173 0005 B
MAP REVISED: NOVEMBER 19, 1987

314 E. CENTER STREET
60.2' R.O.W.

TO: CINDY RAYE LAFORTUNE

THIS SURVEY WAS PERFORMED IN CONNECTION WITH THE TRANSACTION DESCRIBED IN GF NO. 9614288 DV OF COMMONWEALTH LAND TITLE COMPANY. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR LOSS RESULTING THEREFROM. And the plat hereon is a true, correct and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat; the size, location, and type of buildings and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated. EXCEPT AS SHOWN THERE ARE NO VISIBLE ENCROACHMENTS OR PROTRUSIONS APPARENT ON THE GROUND. THIS SURVEY IS NOT CERTIFIED TO A THIRD PARTY.

O=IRON ROD IN PLACE

VEACH ENGINEERING & LAND SURVEYING

SCALE 1" = 20' BY:

Public Notices

21 mailings were sent out

1 responded in support

0 responded in opposition

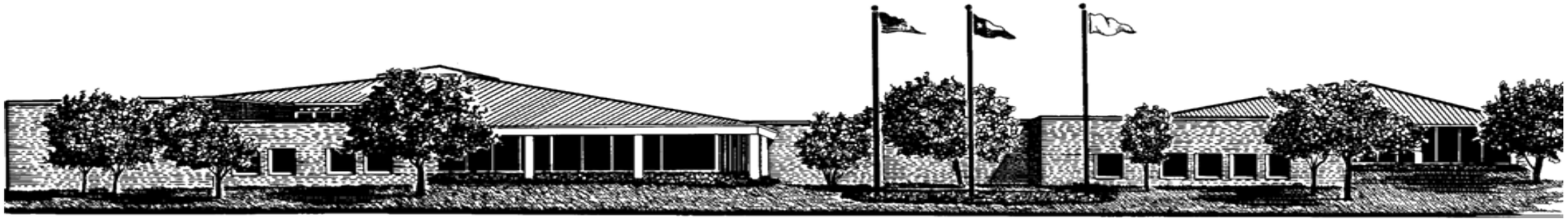
Staff Recommendation

Staff recommends **APPROVAL** of the SUP request.

P&Z recommended approval 6=0 with 10 year expiration/renewal date at March 9, 2026 Planning and Zoninng Commission meeting.

Options for Consideration

1. **Approve** – Approval of the request as submitted.
2. **Approve with Conditions** – Approval of the request with conditions or adjustments that are needed to ensure compliance and compatibility.
3. **Deny** – Denial of the request if the application does not demonstrate a public benefit, is inconsistent with the spirit and intent of the Comprehensive Plan, and/or raises concern related to public health, safety or general welfare.
4. **Table** – Continue the item to the next regularly scheduled Planning and Zoning Commission Meeting

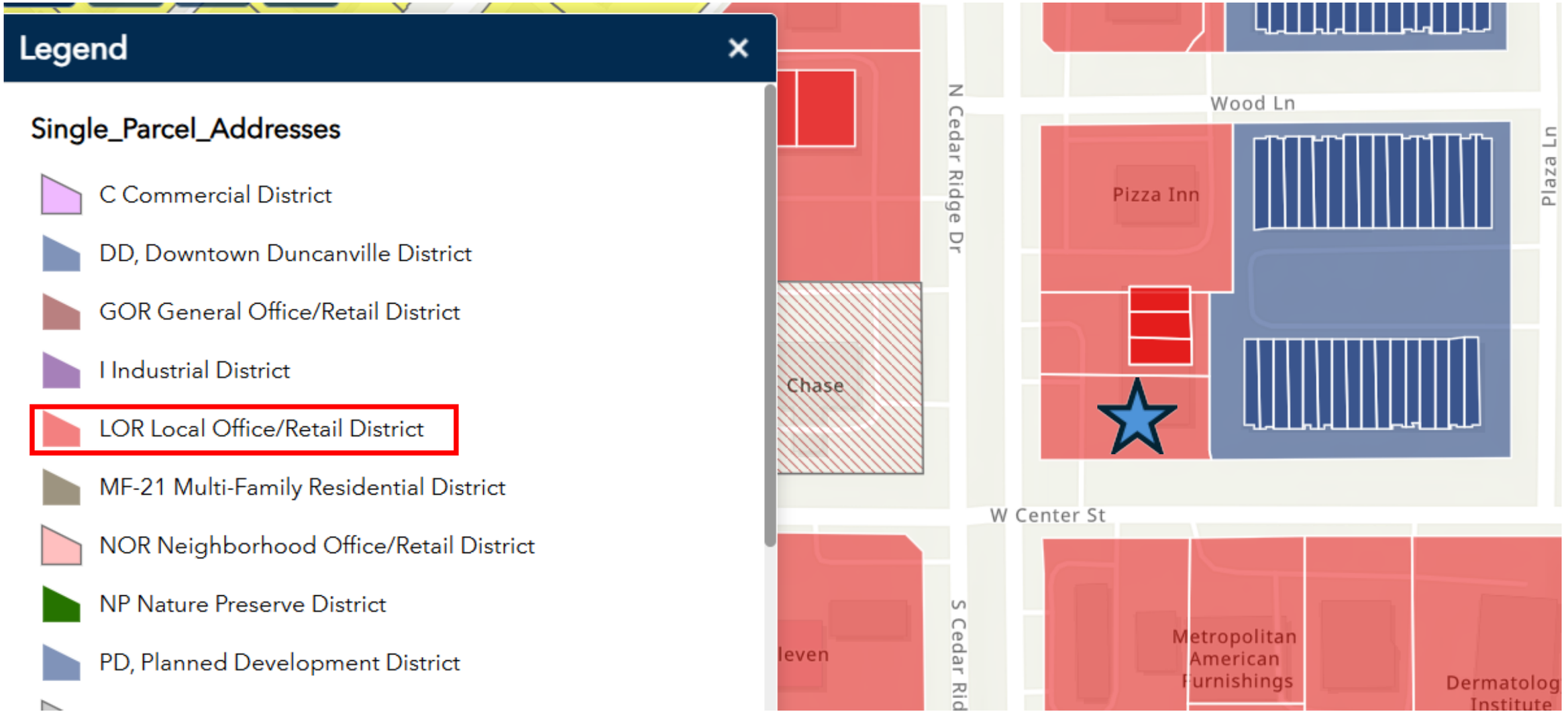


CONDUCT A PUBLIC HEARING FOR **ZONE-2026-00008**: REQUEST FROM REQUEST FROM DUWEST REALTY (WILL WALTERS AND JOSIE TRENT) FOR A SPECIFIC USE PERMIT (SUP) TO ALLOW FOR DRIVE-THRU AS AN ACCESSORY TO A PROPOSED DAIQUIRI/RESTAURANT BUSINESS ON REAL PROPERTY LOCATED AT 102 N. CEDAR RIDGE DRIVE, **LEGALLY DESCRIBED AS BLOCK A, LOT 1, FREEMAN ADDITION, ON 0.268 ACRES IN THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS.**

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

Background

- **Purpose for the request**
  - Applicant is requesting a Specific Use Permit (SUP) to operate a drive-thru as an accessory to a restaurant/daiquiri business
- **Current zoning: LOR/Local Office Retail**
- **Proposed site/use function:**
  - Drive-thru use requires an SUP in the LOR zoning district
  - Proposing 4 car stacking lane with two “to-go” parking spaces to reduce blocking other business during their operating hours
  - Proposed daiquiri (alcohol) use is not premise of this SUP request

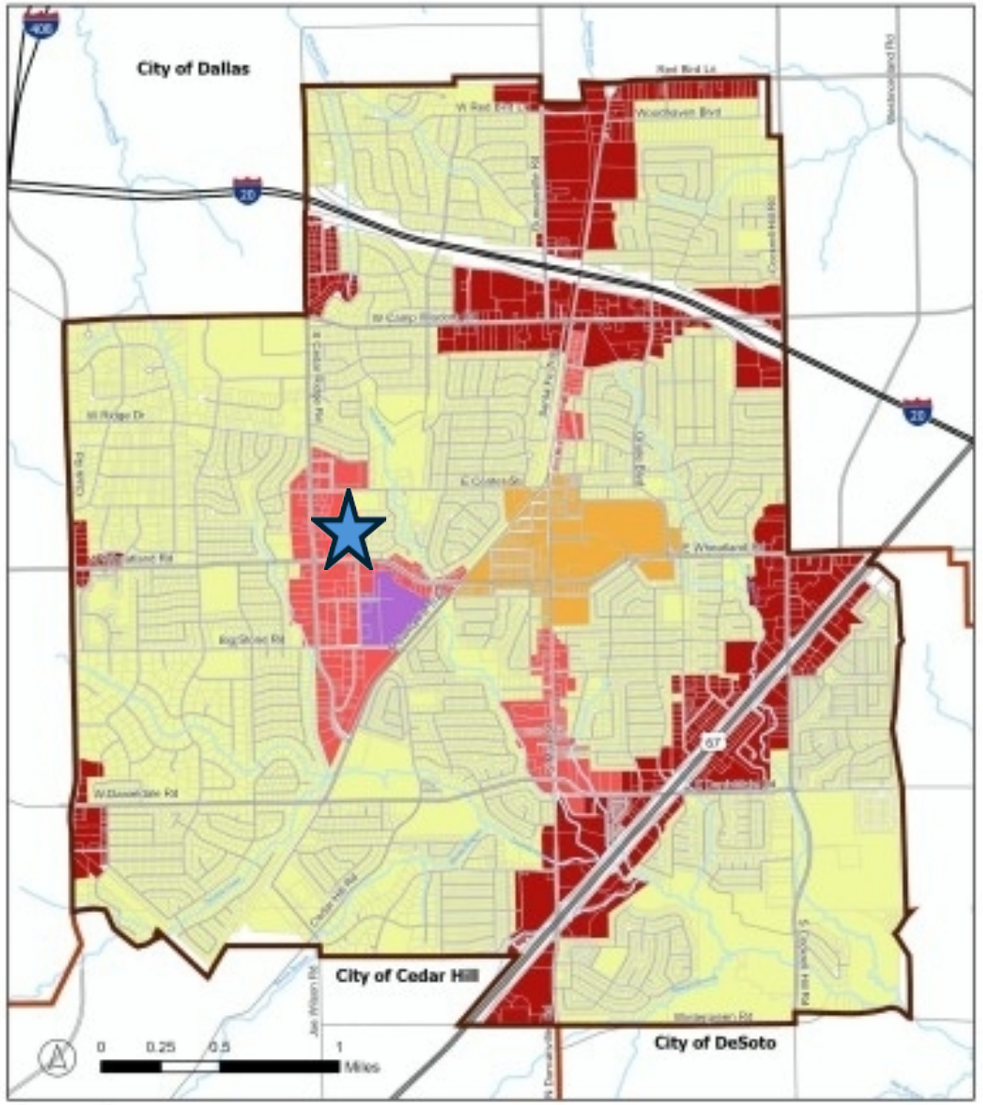


Subject Property

Current Zoning Map

Future Land Use Map

TX Loc Govt Code § 213.005 (2024):
A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.



Legend

- City of Duncanville
- Municipal Boundaries
- Hydrography

Future Land Use

- Traditional Neighborhood Residential
- Gateway Corridor
- Main Street
- Downtown
- Industrial

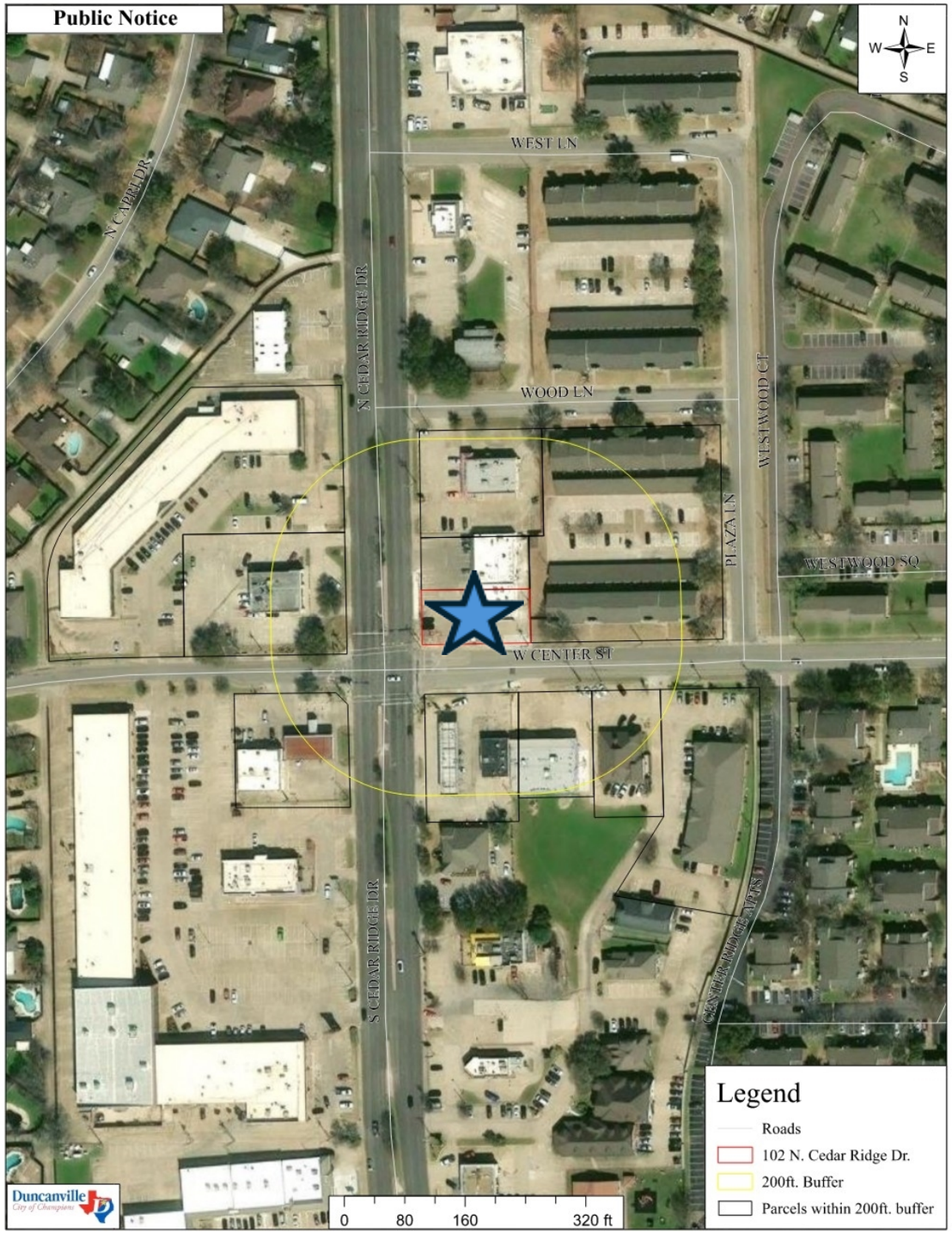
Subject Property:

Current Zoning

- Local Office/Retail; LOR

Future Land Use Map Designation

- Main Street District



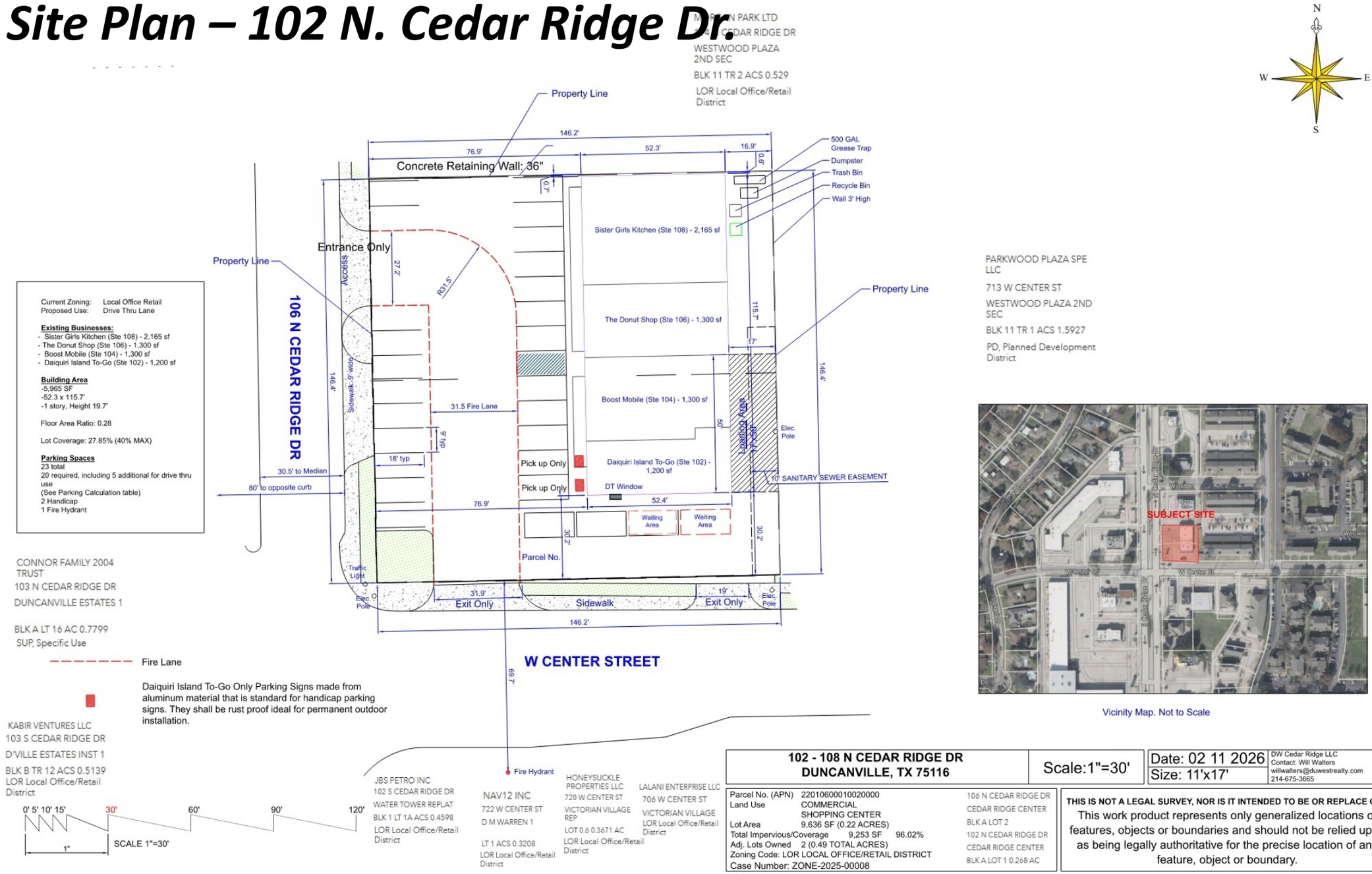
Property Owner Buffer Map

Aerial View – 102 N. Cedar Ridge Dr.

SUP Key Features

1. The proposed use is consistent and compatible with the adjacent land use and zoning.
2. The proposed use is consistent with the architecture and characteristics of the adjacent properties.
3. The proposed use may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.
4. The proposed use is consistent with the goals and objectives of the City.
5. The proposed use is an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.
6. The proposed use will not be detrimental to the general health, safety, and welfare of the community.
7. The proposed use would stabilize and improve property values within the City.
8. The proposed use would protect and enhance the City's attractiveness to residents, businesses, tourists, and visitors.
9. The proposed use would strengthen and help diversify the economy of the City.

Site Plan – 102 N. Cedar Ridge Dr.



Current Zoning: Local Office Retail
Proposed Use: Drive Thru Lane

Existing Businesses:
- Sister Girls Kitchen (Ste 108) - 2,165 sf
- The Donut Shop (Ste 106) - 1,300 sf
- Boost Mobile (Ste 104) - 1,300 sf
- Daiquiri Island To-Go (Ste 102) - 1,200 sf

Building Area
-5,965 SF
-52.3 x 115.7'
-1 story, Height 19.7'

Floor Area Ratio: 0.28

Lot Coverage: 27.85% (40% MAX)

Parking Spaces
23 total
20 required, including 5 additional for drive thru use
(See Parking Calculation table)
2 Handicap
1 Fire Hydrant

CONNOR FAMILY 2004 TRUST
103 N CEDAR RIDGE DR
DUNCANVILLE ESTATES 1
BLK A LT 16 AC 0.7799
SUP, Specific Use

Fire Lane

Daiquiri Island To-Go Only Parking Signs made from aluminum material that is standard for handicap parking signs. They shall be rust proof ideal for permanent outdoor installation.

KABIR VENTURES LLC
103 S CEDAR RIDGE DR
D'VILLE ESTATES INST 1
BLK B TR 12 ACS 0.5139
LOR Local Office/Retail District

0' 5' 10' 15' 30' 60' 90' 120'
1"
SCALE 1"=30'

JBS PETRO INC
102 S CEDAR RIDGE DR
WATER TOWER REPLAT
BLK 1 LT 1A ACS 0.4598
LOR Local Office/Retail District

NAV12 INC
722 W CENTER ST
D M WARREN 1
LT 1 ACS 0.3208
LOR Local Office/Retail District

HONEYSUCKLE PROPERTIES LLC
720 W CENTER ST
VICTORIAN VILLAGE REP
LOT 0.6 0.3671 AC
LOR Local Office/Retail District

LALANI ENTERPRISE LLC
706 W CENTER ST
VICTORIAN VILLAGE
LOR Local Office/Retail District

PARKWOOD PLAZA SPE LLC
713 W CENTER ST
WESTWOOD PLAZA 2ND SEC
BLK 11 TR 1 ACS 1.5927
PD, Planned Development District

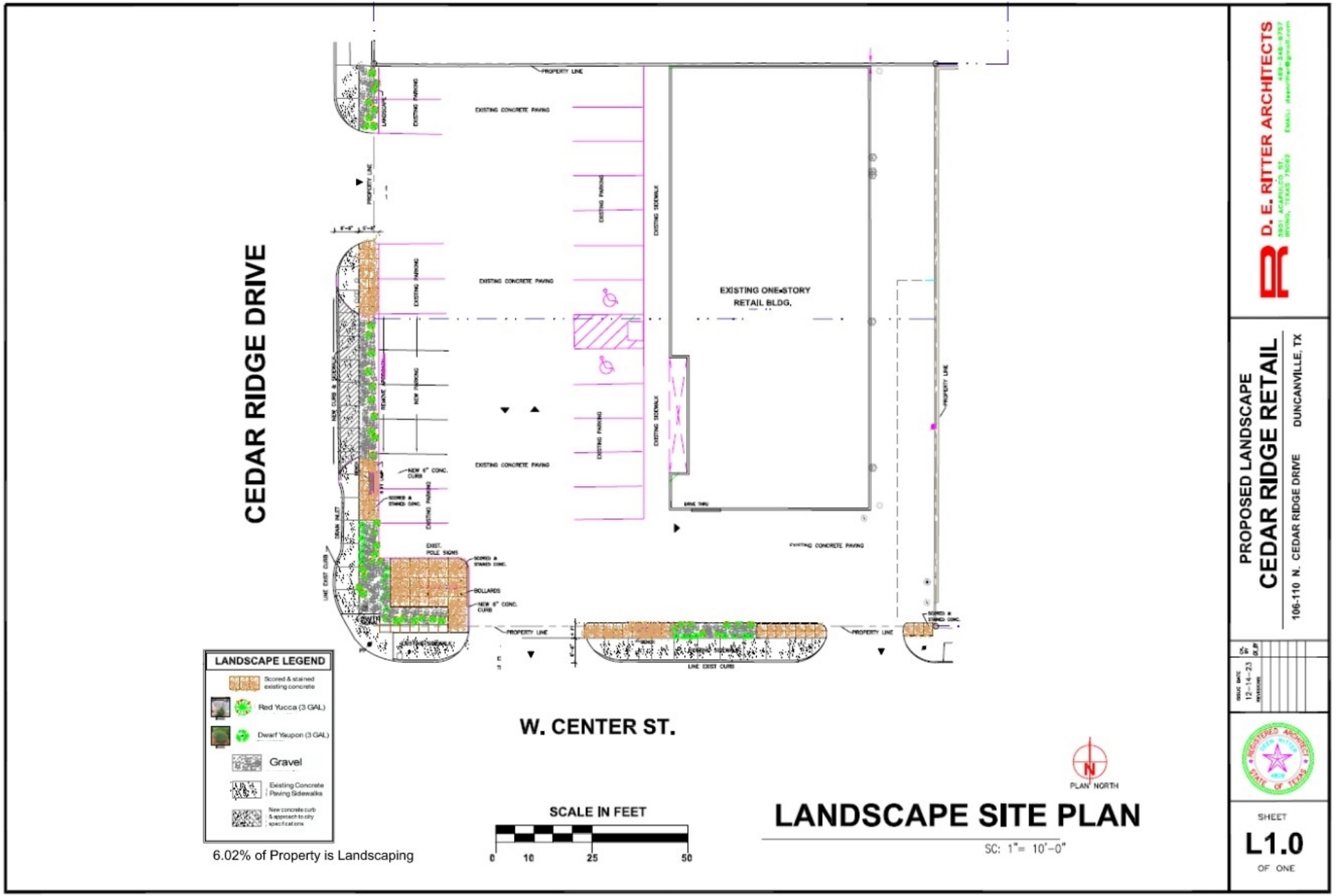
Vicinity Map. Not to Scale

102 - 108 N CEDAR RIDGE DR DUNCANVILLE, TX 75116	Scale:1"=30'	Date: 02 11 2026 Size: 11'x17'	DW Cedar Ridge LLC Contact: Will Walters willwalters@dwestrealty.com 214-675-3665

Parcel No. (APN)	22010600010020000		106 N CEDAR RIDGE DR
Land Use	COMMERCIAL SHOPPING CENTER		CEDAR RIDGE CENTER BLK A LOT 2
Lot Area	9,636 SF (0.22 ACRES)		102 N CEDAR RIDGE DR
Total Impervious/Coverage	9,253 SF	96.02%	CEDAR RIDGE CENTER BLK A LOT 1 0.268 AC
Adj. Lots Owned	2 (0.49 TOTAL ACRES)		
Zoning Code: LOR LOCAL OFFICE/RETAIL DISTRICT			
Case Number: ZONE-2025-00008			

THIS IS NOT A LEGAL SURVEY, NOR IS IT INTENDED TO BE OR REPLACE ONE
This work product represents only generalized locations of features, objects or boundaries and should not be relied upon as being legally authoritative for the precise location of any feature, object or boundary.

Landscape Plan – 102 N. Cedar Ridge Dr.



Public Notices

10 mailings were sent out

0 responded in support

1 responded in opposition

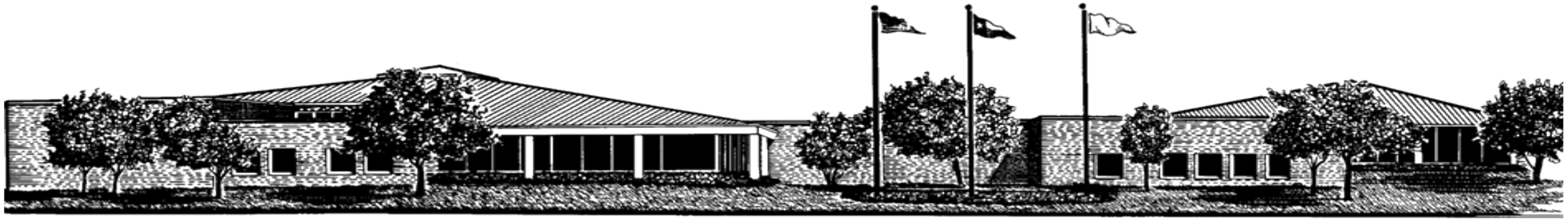
Staff Recommendation

Staff recommends **APPROVAL** of the SUP request with a five (5) year renewal and expiration. Item was previously tabled at the February 9, 2026 Planning and Zoning Commission meeting.

P&Z recommended approval 5-0 with five (5) year expiration/renewal date at March 9. 2026 Planning and Zoning Commission meeting with conditions as presented.

Options for Consideration

1. **Approve** – Approval of the request as submitted.
2. **Approve with Conditions** – Approval of the request with conditions or adjustments that are needed to ensure compliance and compatibility.
3. **Deny** – Denial of the request if the application does not demonstrate a public benefit, is inconsistent with the spirit and intent of the Comprehensive Plan, and/or raises concern related to public health, safety or general welfare.
4. **Table** – Continue the item to the next regularly scheduled Planning and Zoning Commission Meeting



CONDUCT A PUBLIC HEARING FOR **ZONE-2025-00006:** REQUEST FROM MONTE ANDERSON (OWNER) TO AMEND THE CURRENT PLANNED DEVELOPMENT (PD-2535) AND SITE PLAN FOR THE RESIDENTIAL DEVELOPMENT ON REAL PROPERTY LOCATED AT 402 E. WHEATLAND ROAD, **LEGALLY DESCRIBED AS LOT 1, BLOCK A & ABANDONED ALLEY, WHEATLAND PLAZA SHOPPING CENTER ON 7.501 ACRES IN THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS.**

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

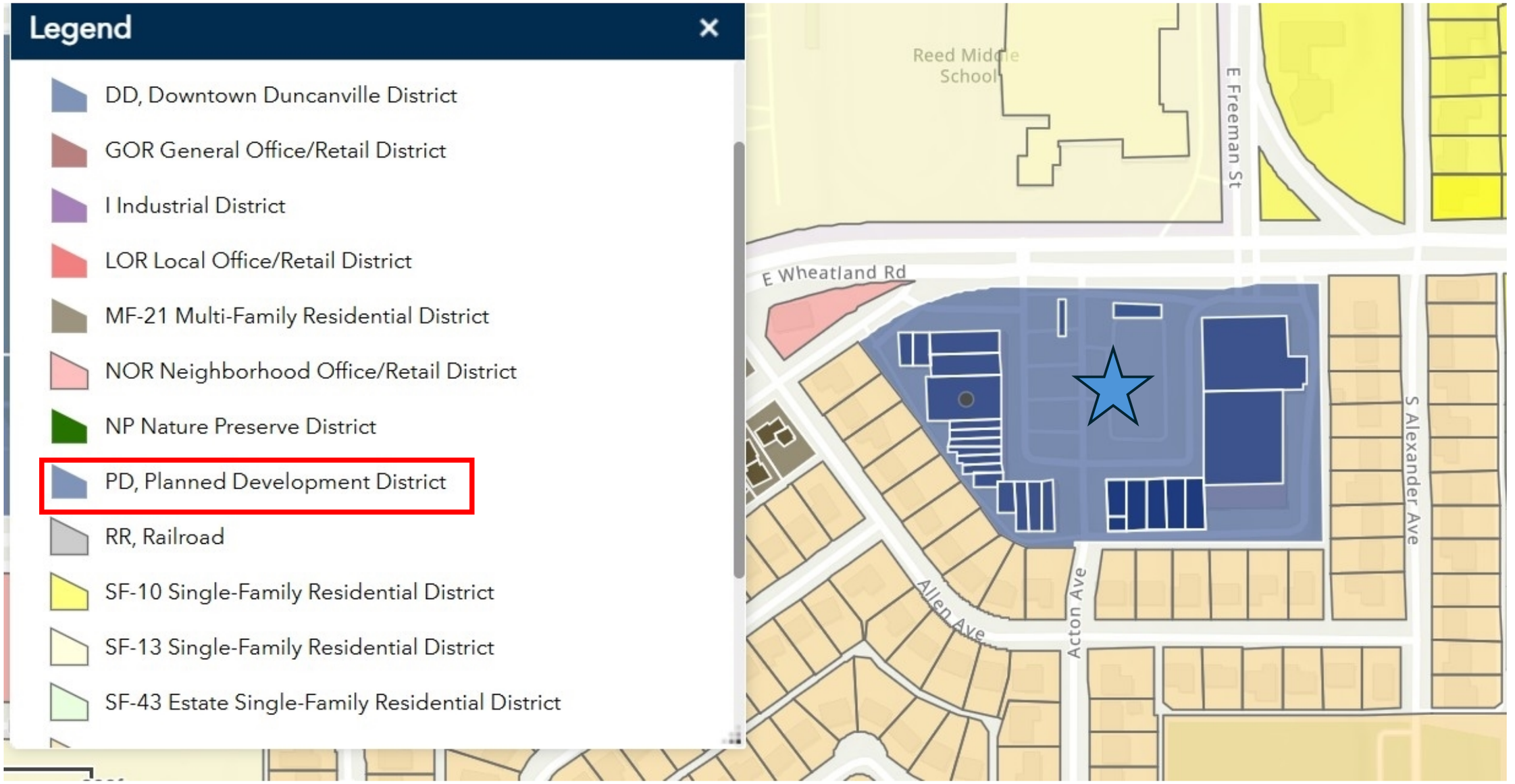
Background

Purpose for the request

- Applicant is requesting to amend the current Planned Development (PD-2535) and the site plan for the proposed residential structure
- Current site plan setbacks cannot be accommodated as stated in the PD-2535
- Current minimum setback requirements stated in PD-2535
  - A 0–10 foot minimum building setback in place of the required minimum 25-foot setback.
  - A 15-foot minimum side setback in place of the required minimum 25-foot side setback.
  - A 20-foot minimum rear setback in place of the required minimum 25-foot rear setback.

Proposed Setback Amendments

- A 10- foot front building setback from the local retail portion of the PD.
- A 5-foot side building setback from the local retail portion of the PD.
- A 10-foot rear building setback from the local retail portion of the PD.



Subject Property

Current Zoning Map

Current Zoning District

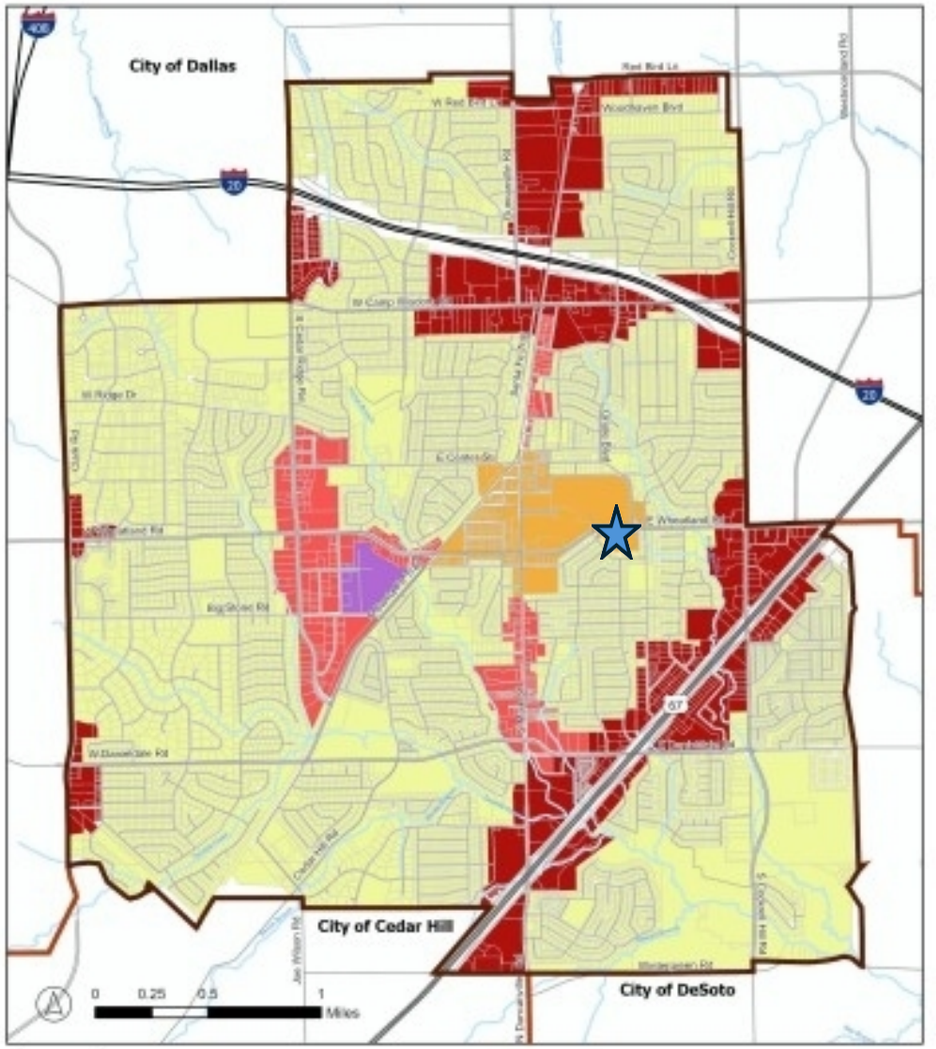
- PD-2535; Planned Development 2535

Future Land Use Map Designation

- Downtown District

Future Land Use Map

TX Loc Govt Code § 213.005 (2024): A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.



Subject Property

Property Owner Buffer Map

Subject Property

Aerial View
E Wheatland Rd
Allen Ave

Public Notices

52 mailings were sent out

0 responded in support

3 responded in opposition

Staff Recommendation

Staff recommends **APPROVAL** of the new site plan contingent on the revised dimensional standards language for setbacks, however, staff also recommends that the list of uses originally stated in this Planned Development be revisited in the future.

P&Z recommended approval 5-0 as presented at March 9, 2026 Planning and Zoninng Commission meeting.

Options for Consideration

1. **Approve** – Approval of the request as submitted.
2. **Approve with Conditions** – Approval of the request with conditions or adjustments that are needed to ensure compliance and compatibility.
3. **Deny** – Denial of the request if the application does not demonstrate a public benefit, is inconsistent with the spirit and intent of the Comprehensive Plan, and/or raises concern related to public health, safety or general welfare.
4. **Table** – Continue the item to the next regularly scheduled Planning and Zoning Commission Meeting

Thank You!

Any questions?

203 E. Wheatland Rd.
Duncanville, TX 75116
(972) 780-5000

STAFF REPORT

To:	City Council
From:	LaSheyla Jones, Assistant Director Planning and Zoning
Date:	April 7, 2026
RE:	Planned Development Amendment Request| 402 E. Wheatland Road, Duncanville, TX 75116 ZONE-2025-00006
Applicant:	Lena Liles & Kevin Shepherd| Representatives Monte Anderson| Owner

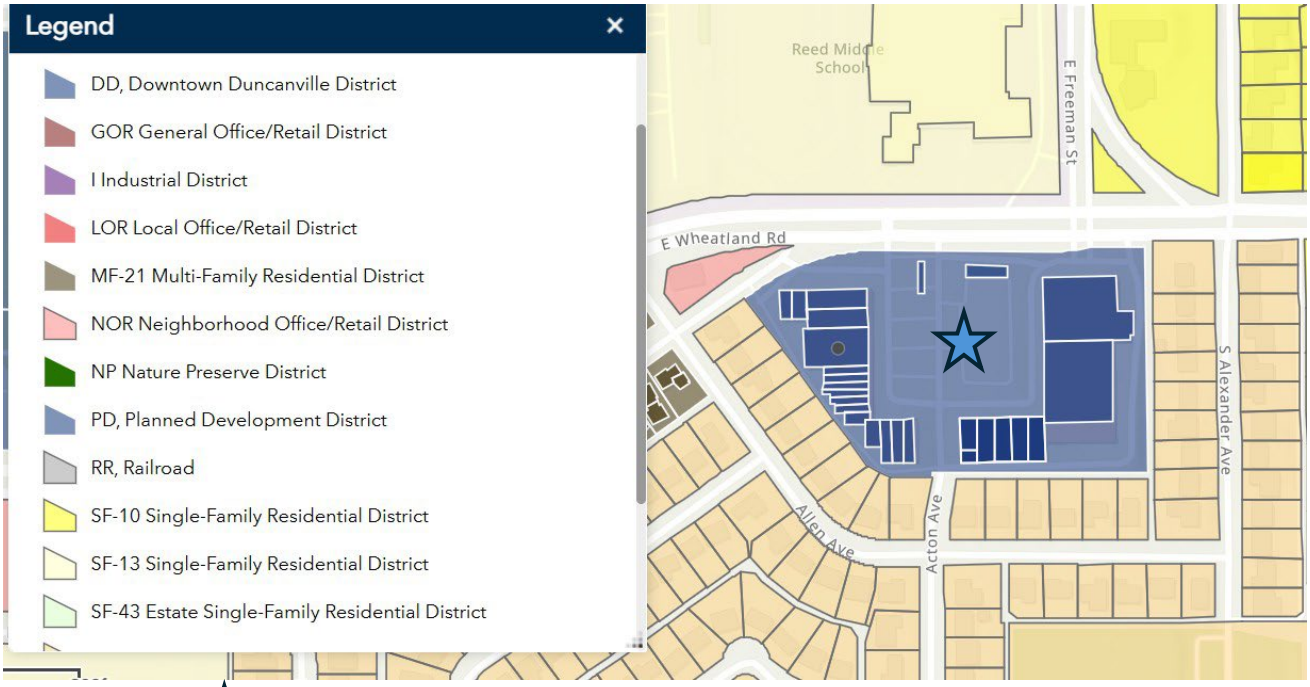
REQUEST:	The applicant is requesting an amendment to the current Planned Development zoning to amend the site plan for proposed residential structure.
LOCATION:	402 E. Wheatland Rd., Duncanville, TX
EXISTING ZONING:	Planned Development (PD-2535)
PROPOSED ZONING:	Planned Development (PD-2535)
FUTURE LAND USE DESIGNATION:	Downtown District

203 E. Wheatland Rd.
Duncanville, TX 75116
(972) 780-5000

PROJECT SUMMARY:

The applicant is requesting an amendment to the Planned Development (PD-2535) to update the site plan for a proposed residential project.

The primary purpose of this request is to review the proposed site plan amendment and the current Planned Development.

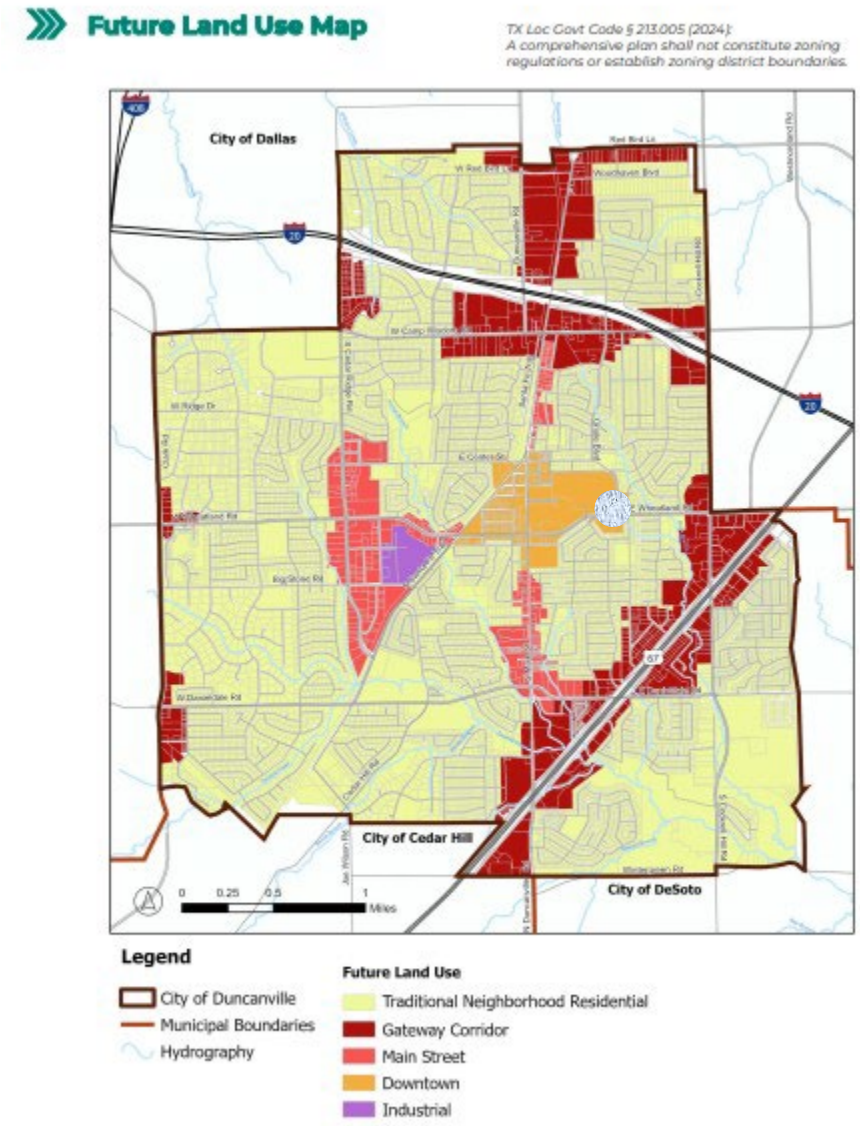


Subject Property
Figure 1. Zoning Map

ZONING DISTRICT DESCRIPTION:

The Planned Development (PD) district is intended to permit new or innovative concepts in land utilization not permitted by other zoning district in these regulations. While greater flexibility is given to allow special conditions or restrictions that would not otherwise allow the development to occur, the PD district procedures are established herein to ensure against misuse of increased flexibility.

203 E. Wheatland Rd.
Duncanville, TX 75116
(972) 780-5000



Subject Property
Figure 2. Future Land Use Map

FUTURE LAND USE DESCRIPTION:

Downtown District land uses within this character area provide for a diversity of commercial, retail, office, civic, and residential uses to foster a vibrant downtown atmosphere in Duncanville. The Downtown District is anchored by an Arts and Culture District, consisting generally of Armstrong Park and surrounding areas. There should be a variety of medium- and higher-density residential offerings mixed with local businesses

and community anchor institutions. Land uses in this area should focus on creating a thriving downtown district that prioritizes walkability and compact design.

Future development should focus on infill and adaptive reuse of vacant and underutilized space as well as mixed-use commercial and residential opportunities. Intentional mixed-use development and revitalization strategies will contribute to a threefold impact of addressing blight and underutilized space, increasing the housing stock, and encouraging economic development in the City. Ensuring pedestrian and multimodal connectivity to the downtown, surrounding neighborhoods, and community amenities should be prioritized and encouraged.

SURROUNDING ZONING AND DEVELOPMENT:

- **NORTH:** Single Family Residential 13 District (SF-13), Neighborhood Office/Retail District (NOR)
  - Reed Middle School
- **EAST:** Single Family Residential 7 District (SF-7)
  - Single family subdivision, Flame East Installment No. 1
- **SOUTH:** Single Family Residential 7 District (SF-7)
  - Single family subdivision, Flame East Installment No. 1
- **WEST:** Single Family Residential 7 District (SF-7)
  - Single family subdivision, Flame East Installment No. 1

PUBLIC INPUT:

Staff mailed out 52 notices. At the time of preparation of this report staff has not received any responses in support or in opposition of the proposed Planned Development amendment.

STAFF REVIEW:

The proposed amendment to the current planned Development (PD-2535) aims to revise the current site plan for residential use and review the current development standards listed in the PD. The site plan is for a residential project proposed to be townhomes/"twin homes". The proposal consists of 12 units with two (2) bedrooms in each unit. The site plan amendment is required due to significant changes from the approved site plan in the current PD which proposed more units. Additionally, the minimum setback requirements stated in the current PD could not accommodate the new residential structures which required this amendment to the setback requirements. The following minimum setback requirements are the current standards.

- A 0–10 foot minimum building setback in place of the required minimum 25-foot setback.
- A 15-foot minimum side setback in place of the required minimum 25-foot side setback.
- A 20-foot minimum rear setback in place of the required minimum 25-foot rear setback.

The proposed amended setbacks are as follows for residential development stated in Section 2-F, subsections 1 and 2.

- A 10- foot front building setback from the local retail portion of the PD.
- A 5-foot side building setback from the local retail portion of the PD.
- A 10-foot rear building setback from the local retail portion of the PD.

Staff suggests evaluating and possibly removing several proposed land uses from the current Planned Development in the future as they conflict with the Duncanville 2040 Comprehensive Plan.

STAFF RECOMMENDATION:

Staff recommends **approval** of the new site plan contingent on the revised dimensional standards language for setbacks, however, staff also recommends that the list of uses originally stated in this Planned Development be revisited in the future. As some of the uses are not feasible given the surrounding land uses (i.e. a bar across the street from Reed Middle School for example) and/or are not compatible with the base zoning district of Local/Office Retail (LOR).

PLANNING AND ZONING COMMISSION RECOMMENDATION:

Recommended approval of the amended setbacks as shown on the site plan during the March 9, 2026 meeting with a 5-0 vote.

FIGURES:

Figure 1: Zoning Map

Figure 2: Future Land Use Map

203 E. Wheatland Rd.
Duncanville, TX 75116
(972) 780-5000

ATTACHMENTS:

Attachment 1: Map of properties within 200 ft.

Attachment 2: Site Plan

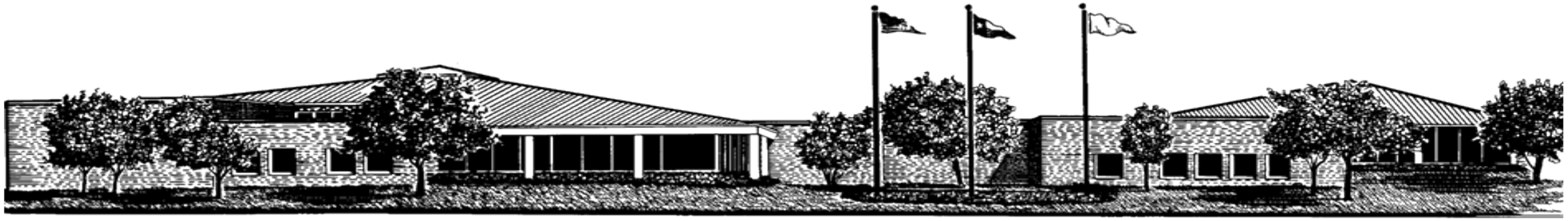
Attachment 3: Current Planned Development 2535 (PD-2535) Ordinance

City of Duncanville
Staff Presentation to City Council

April 7, 2026

Dr. LaSheyla Jones, Assistant Director of Planning

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

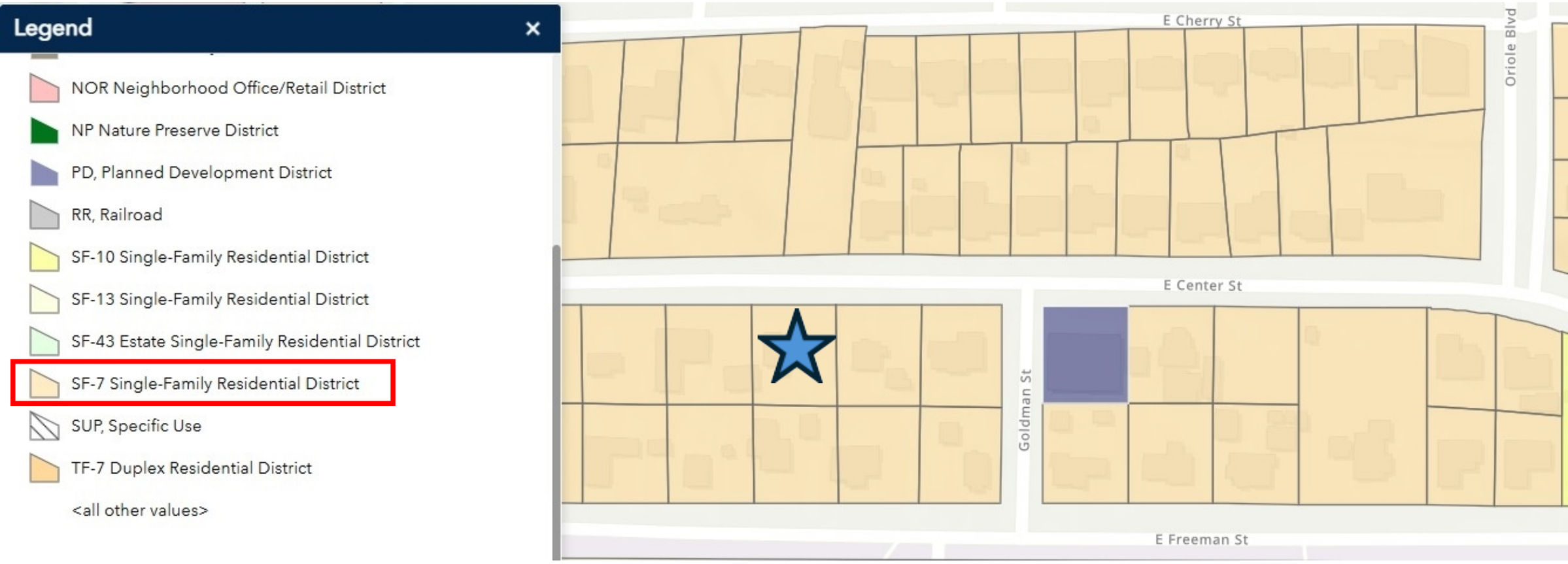


CONDUCT A PUBLIC HEARING FOR **ZONE-2025-00007**: REQUEST FROM YASMINE LEAL (APPLICANT/OWNER) FOR A SPECIFIC USE PERMIT (SUP) TO ALLOW FOR SHORT-TERM RENTAL (STR) IN A RESIDENTIAL NEIGHBORHOOD ON REAL PROPERTY LOCATED AT 314 E. CENTER STREET, **LEGALLY DESCRIBED AS BLOCK 1, LOT 3, FREEMAN ADDITION, ON 0.262 ACRES, CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS.**

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

Background

- **Purpose for the request**
  - Applicant is requesting a Specific Use Permit (SUP) to operate a Short-Term Rental (STR) at a home in a single-family neighborhood
- **Current zoning: SF-7**
  - Meets minimum requirements to operate in a SF zoning district
  - Does not deter from character of SF neighborhood functionality
  - Home has 3 bedrooms and 2 bathrooms

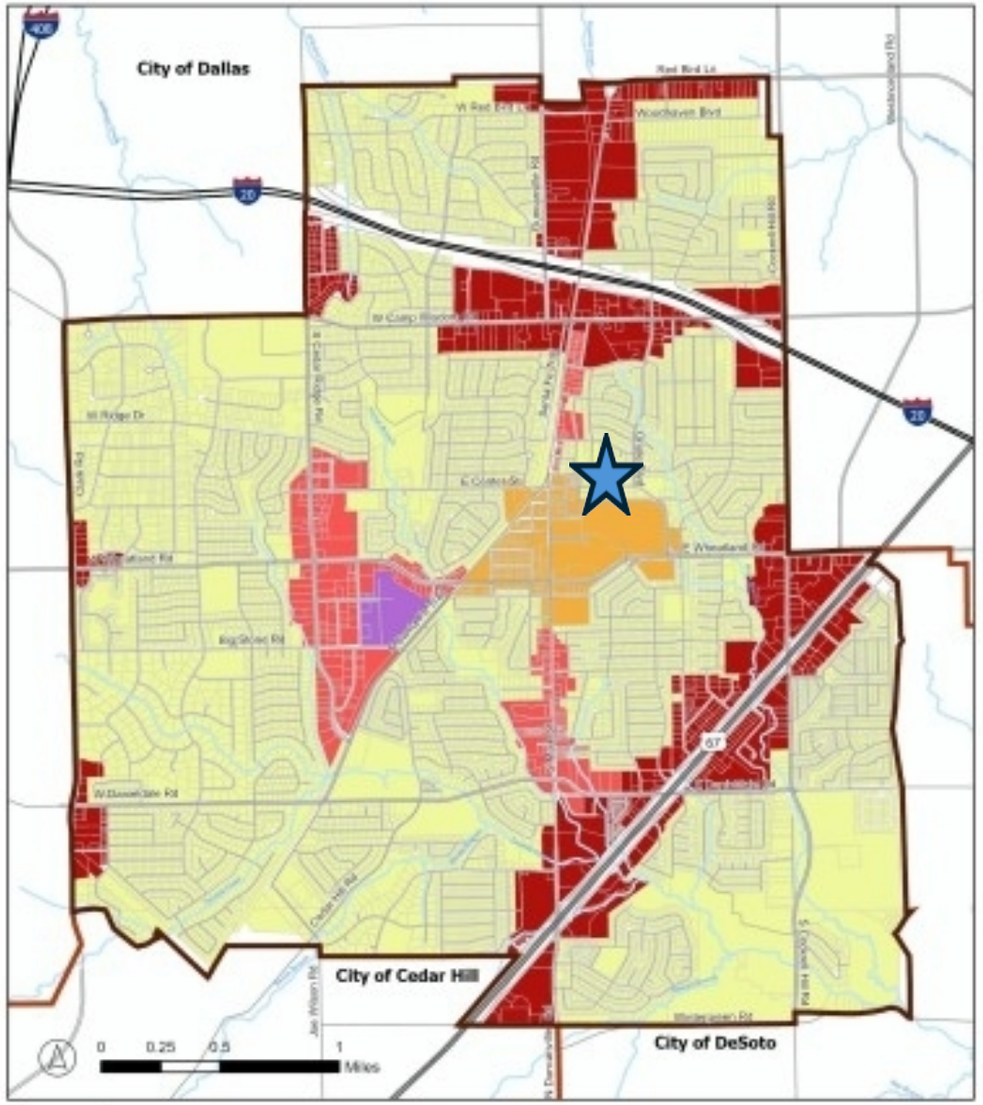


Subject Property

Current Zoning Map

Future Land Use Map

TX Loc Govt Code § 213.005 (2024):
A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.



Legend

- City of Duncanville
- Municipal Boundaries
- Hydrography

Future Land Use

- Traditional Neighborhood Residential
- Gateway Corridor
- Main Street
- Downtown
- Industrial

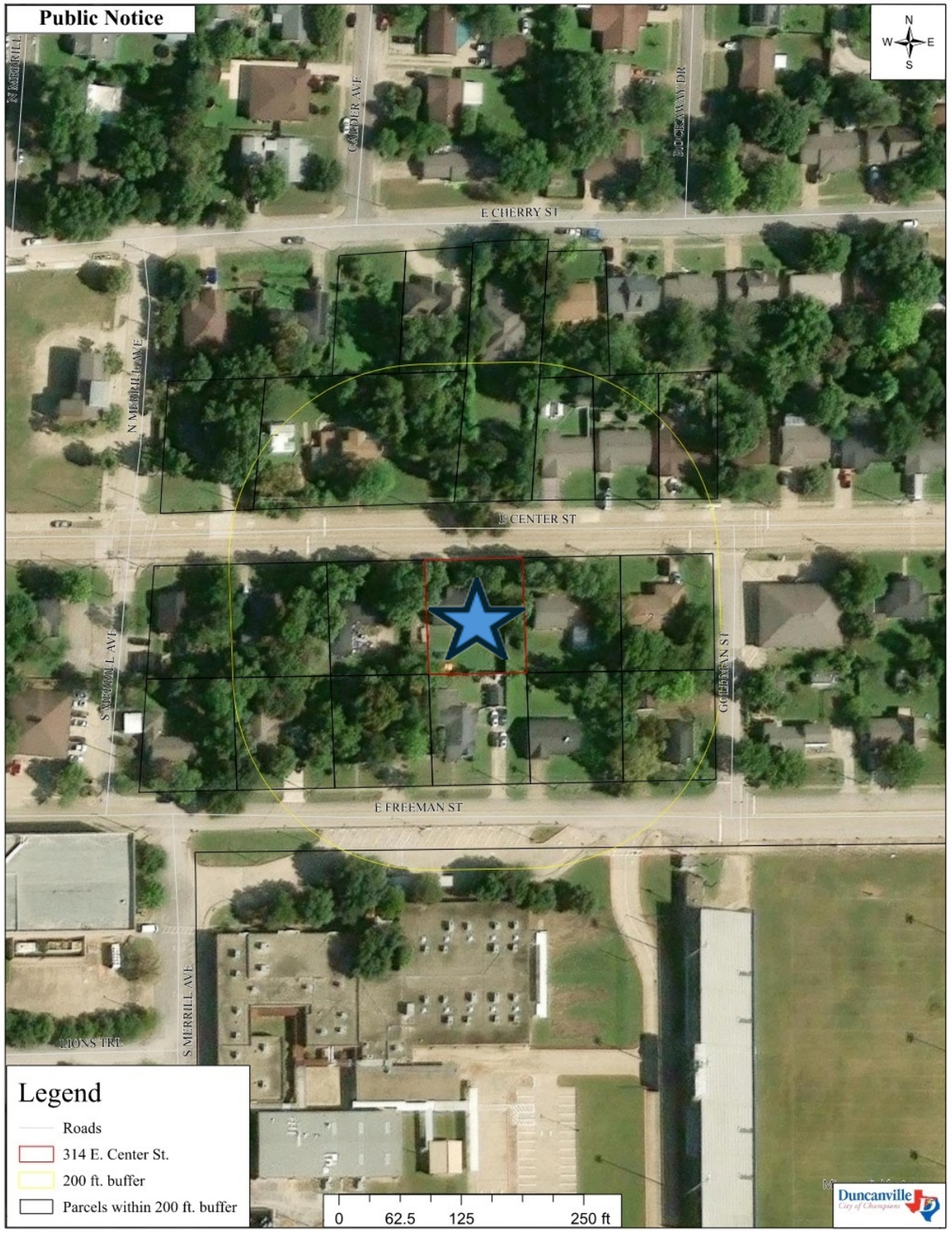
Subject Property:

Current Zoning

- SF-10; Single Family Residential District

Future Land Use Map Designation

- Traditional Neighborhood Residential



Property Owner Buffer Map

Aerial View – 314 E. Center St.

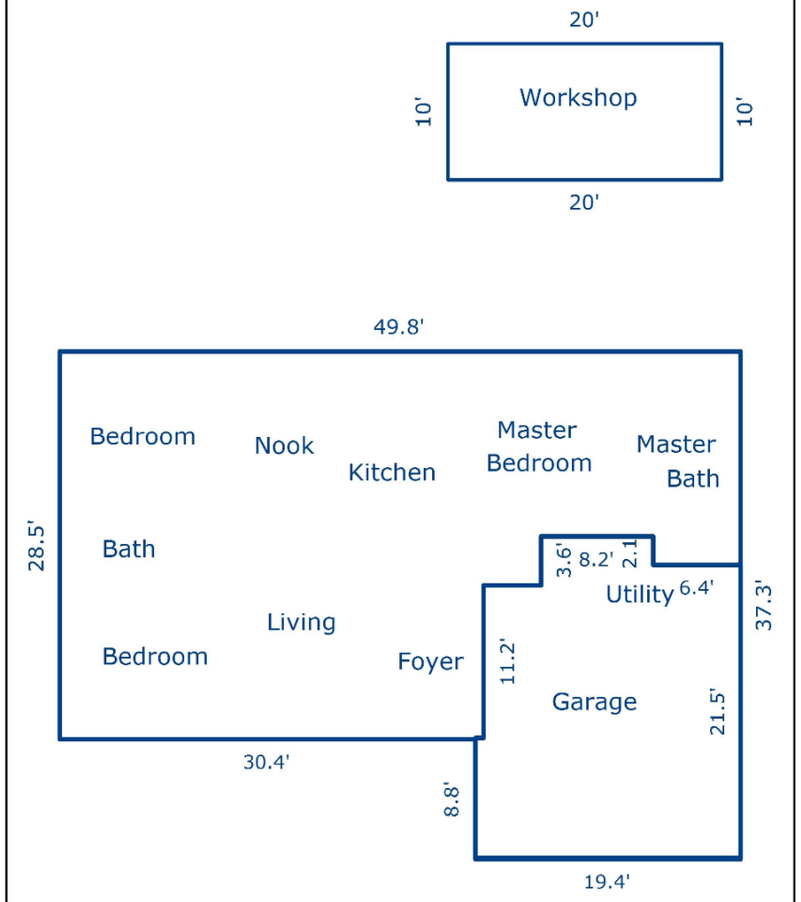
SUP Key Features

1. The proposed use is consistent and compatible with the adjacent land use and zoning.
2. The proposed use is consistent with the architecture and characteristics of the adjacent properties.
3. The proposed use may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.
4. The proposed use is consistent with the goals and objectives of the City.
5. The proposed use is an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.
6. The proposed use will not be detrimental to the general health, safety, and welfare of the community.
7. The proposed use would stabilize and improve property values within the City.
8. The proposed use would protect and enhance the City's attractiveness to residents, businesses, tourists, and visitors.
9. The proposed use would strengthen and help diversify the economy of the City.

Loan# 33652308765613
File No. S2308070

SKETCH ADDENDUM

Borrower or Owner Yasmeen Leal
Property Address 314 E Center Street
City Duncanville County Dallas State TX Zip Code 75116
Client CrossCountry Mortgage, LLC ISAOA/ATIMA



Sketch by Apex Sketch

AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
GLA1	First Floor	1.0	1169.6	174.2	1169.6
GAR	Garage	1.0	420.4	86.0	420.4
OTH	workshop	1.0	200.0	60.0	200.0
	Net LIVABLE			(rounded)	1,170

AREA CALCULATIONS BREAKDOWN

Name	Base	x	Height	x	Width	=	Area
First Floor			49.8	x	28.5	=	1419.3
			19.4	x	8.8	=	170.7
Garage							-420.4
2 total items						(rounded)	1,170

© Starcap Marketing, LLC. dba Apex Software

Loan# 33652308765613
File No. S2308070

SITE PLAN

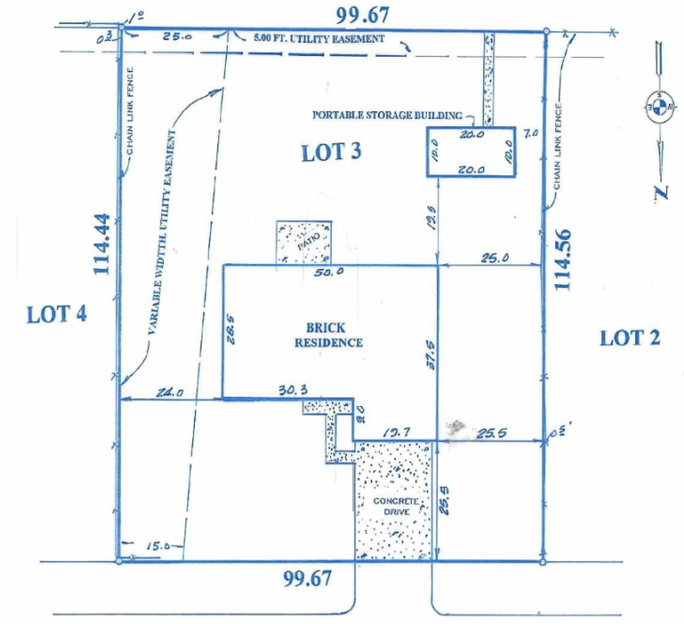
Borrower or Owner Yasmeen Leal
Property Address 314 E Center Street
City Duncanville County Dallas State TX Zip Code 75116
Client CrossCountry Mortgage, LLC ISAOA/ATIMA

SURVEY PLAT

THIS IS TO CERTIFY THAT I HAVE THIS DATE MADE A SURVEY ON THE GROUND LOCATED AT

314 E. CENTER STREET IN THE CITY OF DUNCANVILLE, TEXAS, DESCRIBED AS FOLLOWS:

Lot 3, Block 1, of THE FREEMEN ADDITION, an Addition to the City of Duncanville, Dallas County, Texas, according to the Final Map thereof recorded in Volume 95030, Page 358, of the Map Records of Dallas County, Texas.



THIS LOT IS IN ZONE C ACCORDING TO COMMUNITY-PANEL NUMBER 480173 0005 B MAP REVISED: NOVEMBER 19, 1987

314 E. CENTER STREET

60.2' R.O.W.

TO: CINDY RAYE LAFORTUNE

THIS SURVEY WAS PERFORMED IN CONNECTION WITH THE TRANSACTION DESCRIBED IN GF NO. 9614288 DV OF COMMONWEALTH LAND TITLE COMPANY. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR LOSS RESULTING THEREFROM. And the plat hereon is a true, correct and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat; the size, location, and type of buildings and improvements are as shown, all improvements being within the boundaries of the property, not back from property lines the distance indicated. EXCEPT AS SHOWN THERE ARE NO VISIBLE ENCROACHMENTS OR PROTRUSIONS APPARENT ON THE GROUND. THIS SURVEY IS NOT CERTIFIED TO A THIRD PARTY.

O=IRON ROD IN PLACE

VEACH ENGINEERING & LAND SURVEYING

SCALE 1" = 20' BY:

Public Notices

21 mailings were sent out

1 responded in support

0 responded in opposition

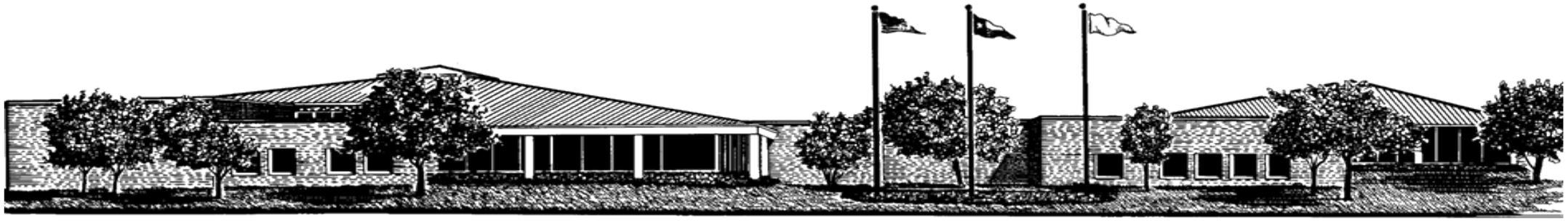
Staff Recommendation

Staff recommends **APPROVAL** of the SUP request.

P&Z recommended approval 6=0 with 10 year expiration/renewal date at March 9, 2026 Planning and Zoninng Commission meeting.

Options for Consideration

1. **Approve** – Approval of the request as submitted.
2. **Approve with Conditions** – Approval of the request with conditions or adjustments that are needed to ensure compliance and compatibility.
3. **Deny** – Denial of the request if the application does not demonstrate a public benefit, is inconsistent with the spirit and intent of the Comprehensive Plan, and/or raises concern related to public health, safety or general welfare.
4. **Table** – Continue the item to the next regularly scheduled Planning and Zoning Commission Meeting

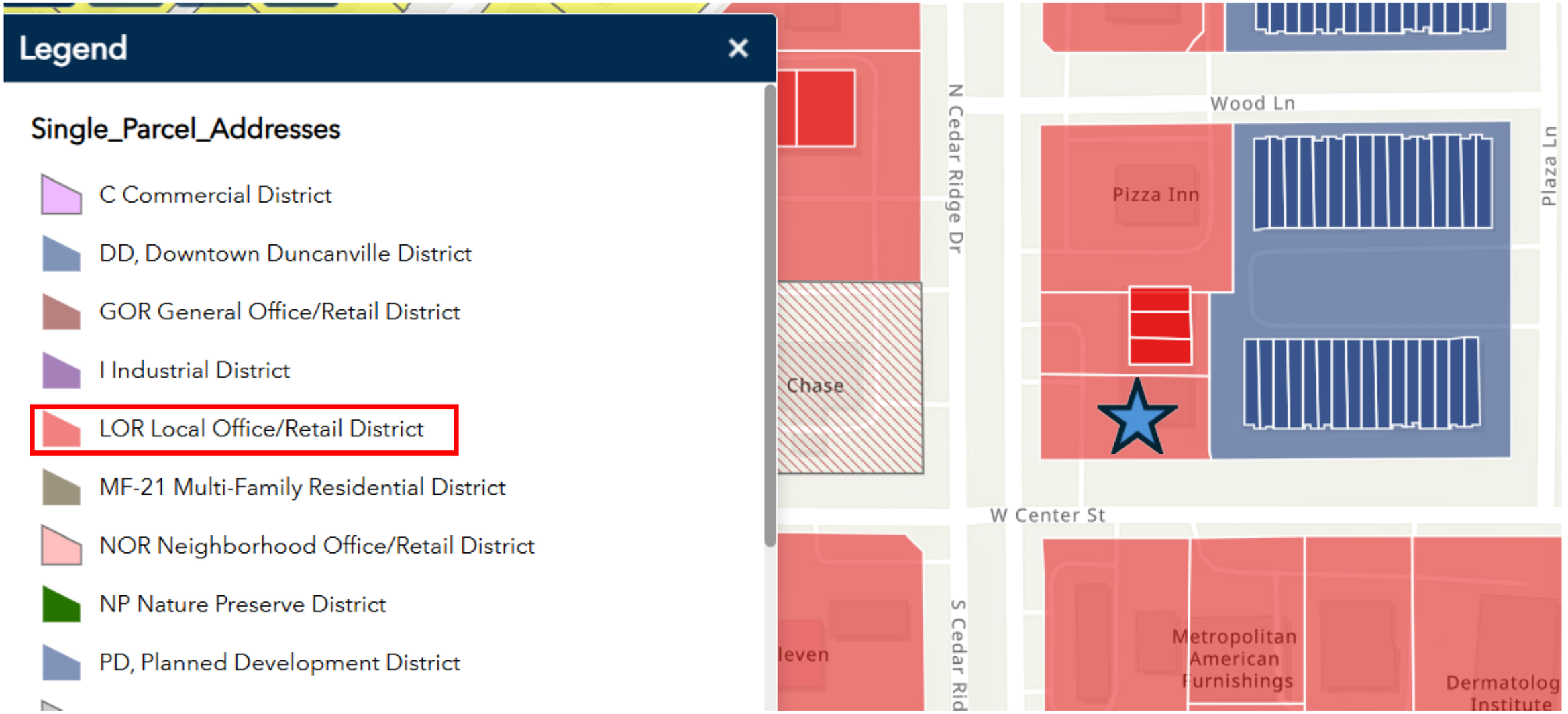


CONDUCT A PUBLIC HEARING FOR **ZONE-2026-00008**: REQUEST FROM REQUEST FROM DUWEST REALTY (WILL WALTERS AND JOSIE TRENT) FOR A SPECIFIC USE PERMIT (SUP) TO ALLOW FOR DRIVE-THRU AS AN ACCESSORY TO A PROPOSED DAIQUIRI/RESTAURANT BUSINESS ON REAL PROPERTY LOCATED AT 102 N. CEDAR RIDGE DRIVE, **LEGALLY DESCRIBED AS BLOCK A, LOT 1, FREEMAN ADDITION, ON 0.268 ACRES IN THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS.**

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

Background

- **Purpose for the request**
  - Applicant is requesting a Specific Use Permit (SUP) to operate a drive-thru as an accessory to a restaurant/daiquiri business
- **Current zoning: LOR/Local Office Retail**
- **Proposed site/use function:**
  - Drive-thru use requires an SUP in the LOR zoning district
  - Proposing 4 car stacking lane with two “to-go” parking spaces to reduce blocking other business during their operating hours
  - Proposed daiquiri (alcohol) use is not premise of this SUP request

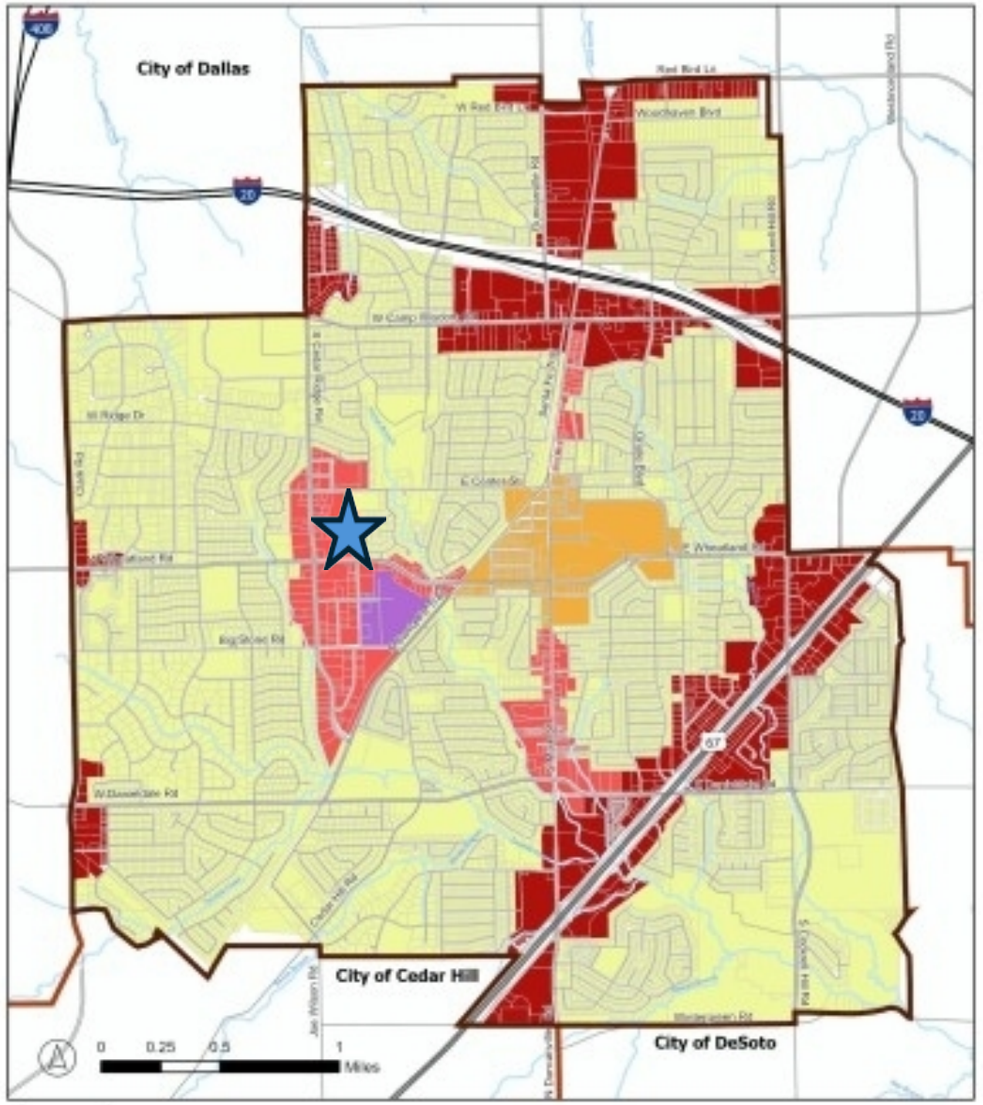


Subject Property

Current Zoning Map

Future Land Use Map

TX Loc Govt Code § 213.005 (2024):
A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.



Legend

- City of Duncanville
- Municipal Boundaries
- Hydrography

Future Land Use

- Traditional Neighborhood Residential
- Gateway Corridor
- Main Street
- Downtown
- Industrial

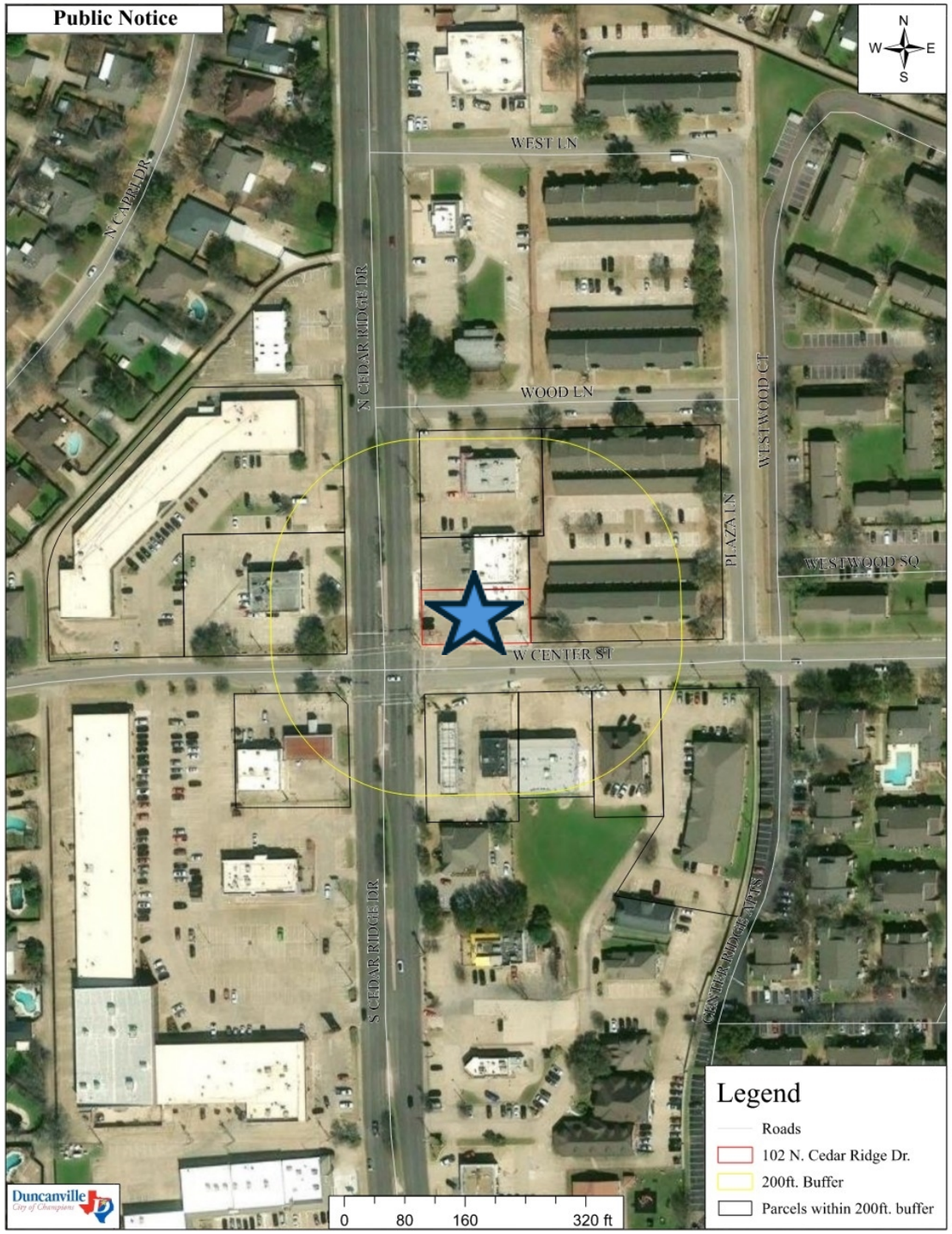
Subject Property:

Current Zoning

- Local Office/Retail; LOR

Future Land Use Map Designation

- Main Street District



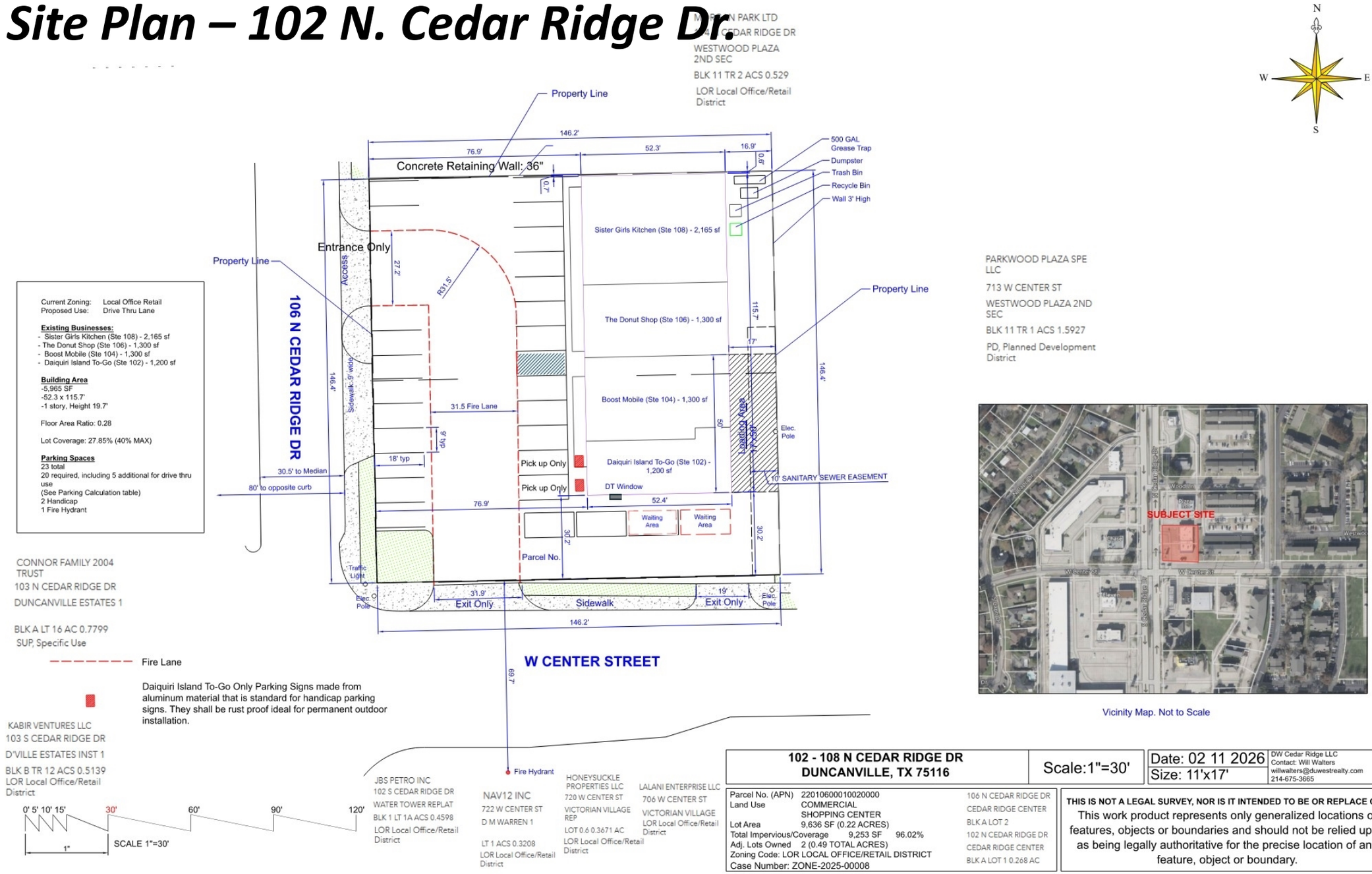
Property Owner Buffer Map

Aerial View – 102 N. Cedar Ridge Dr.

SUP Key Features

1. The proposed use is consistent and compatible with the adjacent land use and zoning.
2. The proposed use is consistent with the architecture and characteristics of the adjacent properties.
3. The proposed use may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.
4. The proposed use is consistent with the goals and objectives of the City.
5. The proposed use is an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.
6. The proposed use will not be detrimental to the general health, safety, and welfare of the community.
7. The proposed use would stabilize and improve property values within the City.
8. The proposed use would protect and enhance the City's attractiveness to residents, businesses, tourists, and visitors.
9. The proposed use would strengthen and help diversify the economy of the City.

Site Plan – 102 N. Cedar Ridge Dr.



Current Zoning: Local Office Retail
Proposed Use: Drive Thru Lane

Existing Businesses:
- Sister Girls Kitchen (Ste 108) - 2,165 sf
- The Donut Shop (Ste 106) - 1,300 sf
- Boost Mobile (Ste 104) - 1,300 sf
- Daiquiri Island To-Go (Ste 102) - 1,200 sf

Building Area
-5,965 SF
-52.3 x 115.7'
-1 story, Height 19.7'

Floor Area Ratio: 0.28

Lot Coverage: 27.85% (40% MAX)

Parking Spaces
23 total
20 required, including 5 additional for drive thru use
(See Parking Calculation table)
2 Handicap
1 Fire Hydrant

CONNOR FAMILY 2004 TRUST
103 N CEDAR RIDGE DR
DUNCANVILLE ESTATES 1
BLK A LT 16 AC 0.7799
SUP, Specific Use

Fire Lane

Daiquiri Island To-Go Only Parking Signs made from aluminum material that is standard for handicap parking signs. They shall be rust proof ideal for permanent outdoor installation.

KABIR VENTURES LLC
103 S CEDAR RIDGE DR
D'VILLE ESTATES INST 1
BLK B TR 12 ACS 0.5139
LOR Local Office/Retail District

0' 5' 10' 15' 30' 60' 90' 120'
1"
SCALE 1"=30'

JBS PETRO INC
102 S CEDAR RIDGE DR
WATER TOWER REPLAT
BLK 1 LT 1A ACS 0.4598
LOR Local Office/Retail District

NAV12 INC
722 W CENTER ST
D M WARREN 1
LT 1 ACS 0.3208
LOR Local Office/Retail District

HONEYSUCKLE PROPERTIES LLC
720 W CENTER ST
VICTORIAN VILLAGE REP
LOT 0.6 0.3671 AC
LOR Local Office/Retail District

LALANI ENTERPRISE LLC
706 W CENTER ST
VICTORIAN VILLAGE
LOR Local Office/Retail District

PARKWOOD PLAZA SPE LLC
713 W CENTER ST
WESTWOOD PLAZA 2ND SEC
BLK 11 TR 1 ACS 1.5927
PD, Planned Development District

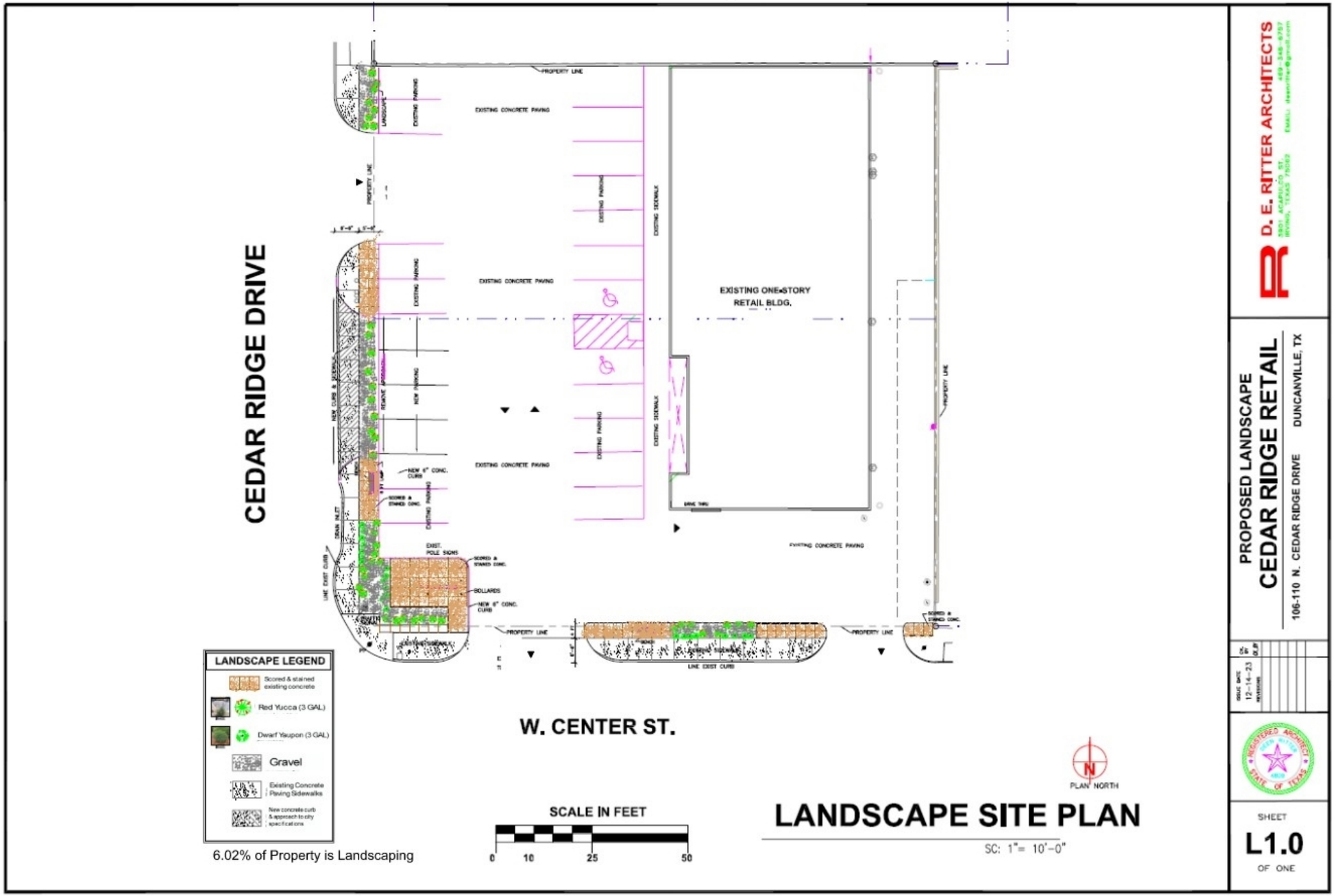
Vicinity Map. Not to Scale

102 - 108 N CEDAR RIDGE DR DUNCANVILLE, TX 75116	Scale:1"=30'	Date: 02 11 2026 Size: 11'x17'	DW Cedar Ridge LLC Contact: Will Walters willwalters@dwestrealty.com 214-675-3665

Parcel No. (APN)	22010600010020000		106 N CEDAR RIDGE DR
Land Use	COMMERCIAL SHOPPING CENTER		CEDAR RIDGE CENTER BLK A LOT 2
Lot Area	9,636 SF (0.22 ACRES)		102 N CEDAR RIDGE DR
Total Impervious/Coverage	9,253 SF	96.02%	CEDAR RIDGE CENTER
Adj. Lots Owned	2 (0.49 TOTAL ACRES)		BLK A LOT 1 0.268 AC
Zoning Code: LOR LOCAL OFFICE/RETAIL DISTRICT			
Case Number: ZONE-2025-00008			

THIS IS NOT A LEGAL SURVEY, NOR IS IT INTENDED TO BE OR REPLACE ONE
This work product represents only generalized locations of features, objects or boundaries and should not be relied upon as being legally authoritative for the precise location of any feature, object or boundary.

Landscape Plan – 102 N. Cedar Ridge Dr.



Public Notices

10 mailings were sent out

0 responded in support

1 responded in opposition

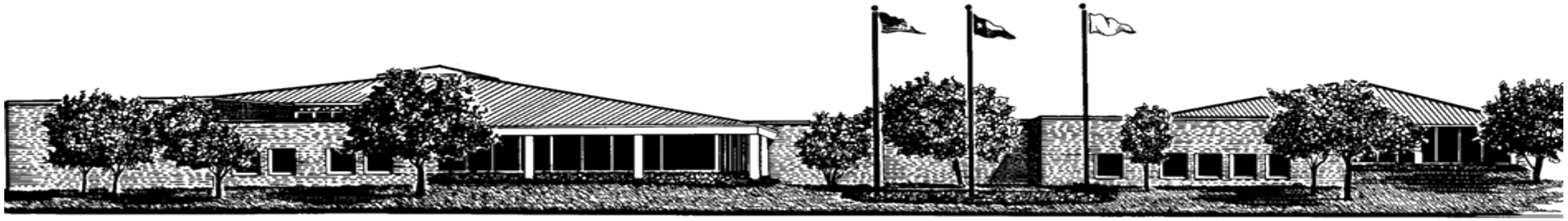
Staff Recommendation

Staff recommends **APPROVAL** of the SUP request with a five (5) year renewal and expiration. Item was previously tabled at the February 9, 2026 Planning and Zoning Commission meeting.

P&Z recommended approval 5-0 with five (5) year expiration/renewal date at March 9. 2026 Planning and Zoning Commission meeting with conditions as presented.

Options for Consideration

1. **Approve** – Approval of the request as submitted.
2. **Approve with Conditions** – Approval of the request with conditions or adjustments that are needed to ensure compliance and compatibility.
3. **Deny** – Denial of the request if the application does not demonstrate a public benefit, is inconsistent with the spirit and intent of the Comprehensive Plan, and/or raises concern related to public health, safety or general welfare.
4. **Table** – Continue the item to the next regularly scheduled Planning and Zoning Commission Meeting



CONDUCT A PUBLIC HEARING FOR **ZONE-2025-00006:** REQUEST FROM MONTE ANDERSON (OWNER) TO AMEND THE CURRENT PLANNED DEVELOPMENT (PD-2535) AND SITE PLAN FOR THE RESIDENTIAL DEVELOPMENT ON REAL PROPERTY LOCATED AT 402 E. WHEATLAND ROAD, **LEGALLY DESCRIBED AS LOT 1, BLOCK A & ABANDONED ALLEY, WHEATLAND PLAZA SHOPPING CENTER ON 7.501 ACRES IN THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS.**

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

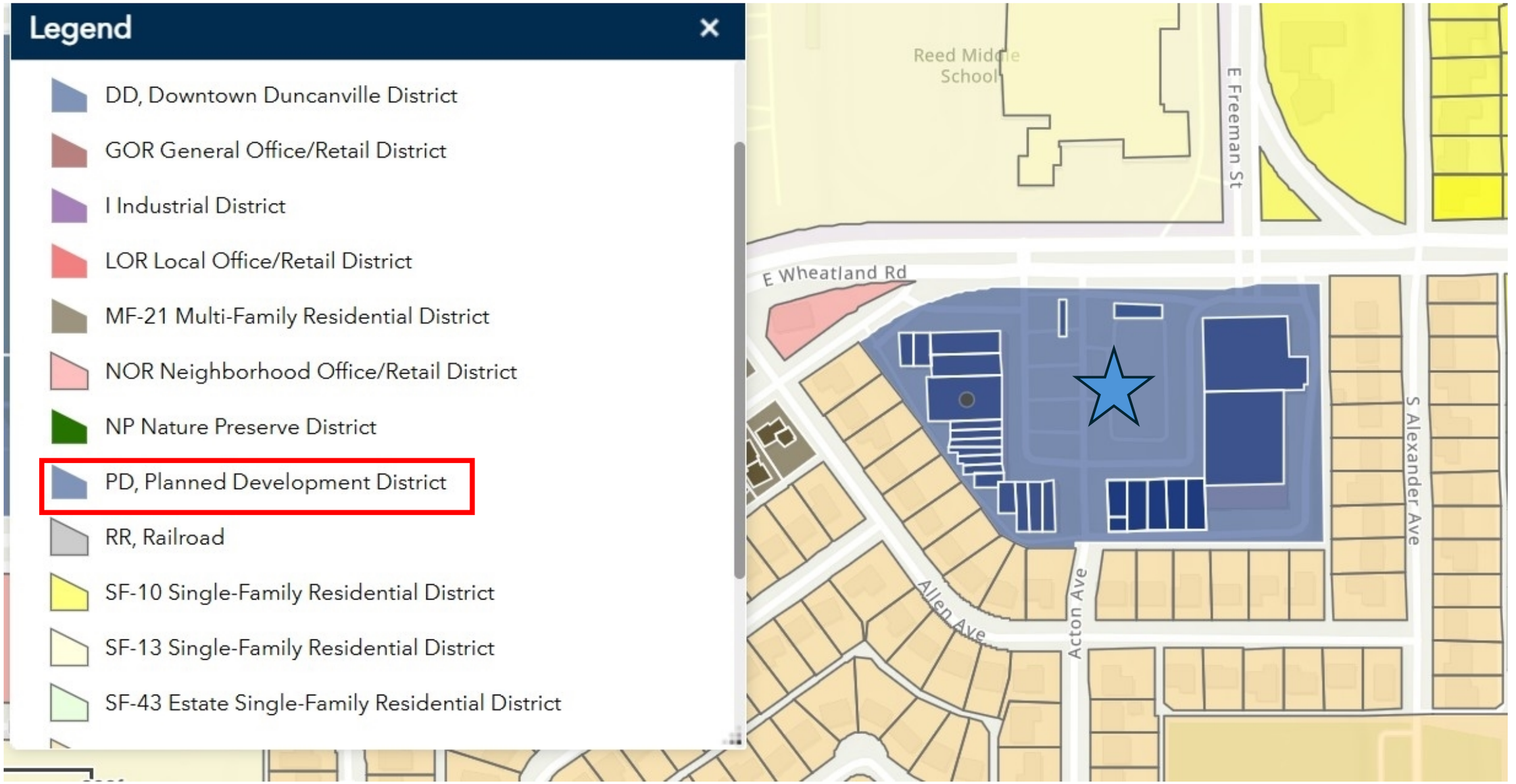
Background

Purpose for the request

- Applicant is requesting to amend the current Planned Development (PD-2535) and the site plan for the proposed residential structure
- Current site plan setbacks cannot be accommodated as stated in the PD-2535
- Current minimum setback requirements stated in PD-2535
  - A 0–10 foot minimum building setback in place of the required minimum 25-foot setback.
  - A 15-foot minimum side setback in place of the required minimum 25-foot side setback.
  - A 20-foot minimum rear setback in place of the required minimum 25-foot rear setback.

Proposed Setback Amendments

- A 10- foot front building setback from the local retail portion of the PD.
- A 5-foot side building setback from the local retail portion of the PD.
- A 10-foot rear building setback from the local retail portion of the PD.



Subject Property

Current Zoning Map

Current Zoning District

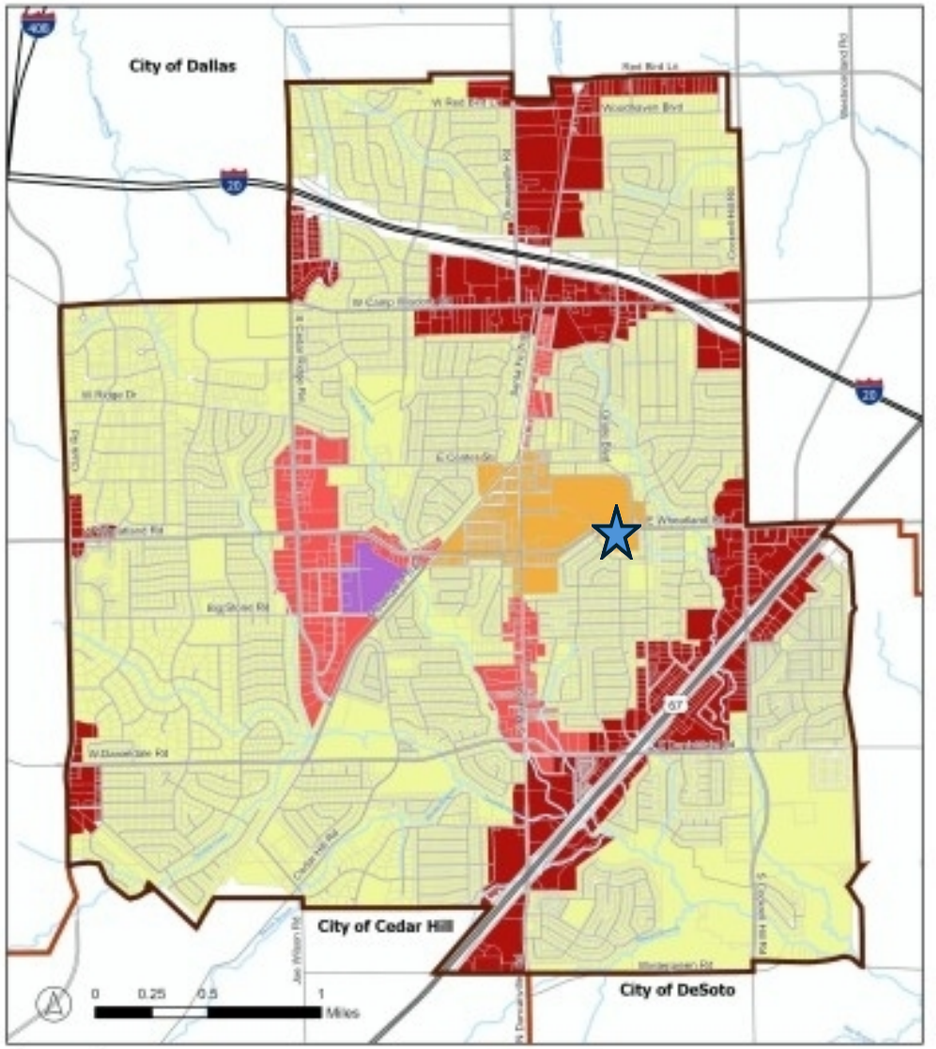
- PD-2535; Planned Development 2535

Future Land Use Map Designation

- Downtown District

Future Land Use Map

TX Loc Govt Code § 213.005 (2024): A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.



Subject Property

Property Owner Buffer Map

Subject Property

Aerial View
E Wheatland Rd
Allen Ave

Public Notices

52 mailings were sent out

0 responded in support

3 responded in opposition

Staff Recommendation

Staff recommends **APPROVAL** of the new site plan contingent on the revised dimensional standards language for setbacks, however, staff also recommends that the list of uses originally stated in this Planned Development be revisited in the future.

P&Z recommended approval 5-0 as presented at March 9, 2026 Planning and Zoninng Commission meeting.

Options for Consideration

1. **Approve** – Approval of the request as submitted.
2. **Approve with Conditions** – Approval of the request with conditions or adjustments that are needed to ensure compliance and compatibility.
3. **Deny** – Denial of the request if the application does not demonstrate a public benefit, is inconsistent with the spirit and intent of the Comprehensive Plan, and/or raises concern related to public health, safety or general welfare.
4. **Table** – Continue the item to the next regularly scheduled Planning and Zoning Commission Meeting

Thank You!

Any questions?

STAFF REPORT

MEETING: City Council - April 7, 2026

TITLE:
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

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

Pillar:
Elevate Local Culture and Identity:

- **Celebrate diversity and history through arts, storytelling, and placemaking.**

STAFF RESPONSIBLE:
Alex Hamby, Communications and Marketing Administrator

BACKGROUND/HISTORY:
The City Council originally adopted Sec. 16A-39, "Murals," of Ord. No. 1909, § 1, on October 5, 2004. This ordinance established the framework for regulating murals within the city, including construction standards, maintenance requirements, and content restrictions.

On September 16, 2025, the City Council adopted Ordinance No. 2025-2553, which repealed and replaced Section 16A-39 to transfer review responsibility from the Keep Duncanville Beautiful Board to the Duncanville Arts Commission and to clarify that City Council retains final approval authority over all mural applications.

The current ordinance includes subsections (d)(2) and (e) that restrict mural content. Specifically:

Subsection (e) states: "Murals may contain subject matter consistent with the theme of a business but may not contain branded products, brand names, business names,

or logos."

Since the adoption of the 2025 amendments, staff have received feedback regarding the limitations imposed by these content restrictions. Many businesses view murals as an opportunity to enhance their brand identity, contribute to the visual character of commercial corridors, and promote economic vitality.

POLICY EXPLANATION:
The proposed amendment repeals and replaces Sec. 16A-39 to accomplish the following:

- Removes content restrictions that prohibit branded products, brand names, business names, and logos from murals, allowing businesses greater flexibility in expressing their identity through public art.
- Maintains all other provisions of the current ordinance, including:
    - Review and recommendation by the Duncanville Arts Commission
    - Final approval authority by City Council
    - Permit issuance by the Building Official
    - Construction standards requiring permanent materials and surfaces
    - Maintenance and upkeep requirements
    - Enforcement provisions for dilapidated or deteriorated murals
- Preserves the City's oversight role by continuing to require Arts Commission review and City Council approval, ensuring that murals remain aesthetically appropriate and compatible with the community character.

Rationale for Change:

1. Economic Development: Allowing businesses to incorporate their branding into murals can enhance commercial districts and support local business investment in aesthetic improvements.
2. Artistic Freedom: Removing content restrictions enables artists and property owners to create more diverse and meaningful public art that reflects the authentic character of local businesses.
3. Administrative Efficiency: The existing review process through the Arts Commission and City Council provides sufficient oversight without the need for specific content prohibitions.
4. Competitive Positioning: This change positions Duncanville competitively for businesses seeking opportunities for creative expression.

The City Council will continue to review and approve each mural application on a case-by-case basis, maintaining quality standards while providing businesses and artists greater creative latitude.

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.Ordinance Amending Chapter 16A, Art.VIII, Sec. 16A-39-Murals, 2026-03-03 - Sec. 16A-39. Murals

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, TO AMEND CHAPTER 16A, "SIGN GUIDELINES", ARTICLE VIII. "RULES FOR SPECIFIC SIGN TYPES", SECTION 16A-39, "MURALS", SUBSECTION (E), AS AMENDED BY ORDINANCE NO. 2025-2553; REMOVING CONTENT RESTRICTIONS ON BRANDED PRODUCTS, BRAND NAMES, BUSINESS NAMES, AND LOGO CHANGES; MAINTAINING REVIEW AND RECOMMENDATION BY THE DUNCANVILLE ARTS COMMISSION AND FINAL APPROVAL BY THE CITY COUNCIL; PROVIDING FOR MAINTENANCE REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville, Texas, previously adopted 16A-39, "Murals," of Ordinance No. 1909, § 1, on October 5, 2004; and

WHEREAS, the City Council amended Section 16A-39 through Ordinance No. 2025-2553, adopted September 16, 2025, to designate the Duncanville Arts Commission as the reviewing body for mural applications and to establish City Council final approval authority; and

WHEREAS, the City Council has received input regarding the content restrictions contained in subsection (e) of the current ordinance; and

WHEREAS, the City Council finds that removing restrictions on branded products, brand names, business names, and logos will promote economic development, support local businesses, and enhance artistic expression while maintaining appropriate oversight through the Arts Commission review and City Council approval process; and

WHEREAS, the City Council determines it to be in the best interest of the City to maintain all other mural standards, including construction requirements, maintenance provisions, and the established approval process;

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

SECTION 1. Chapter 16A, "Sign Guidelines", Article VIII, "Rules for Specific Sign Types", Section 16A-39, "Murals," Subsection (e) is hereby amended by removing the word "business names" from the list of restricted subject matter in regard to the theme of a business, and to add the word "offsite" to "branded products, business, or logos" to on-site business names to hereinafter read as follows:

“CHAPTER 16A-SIGN GUIDELINES

Article I . . . . .

. . . . .

Article VIII. Rules For Specific Sign Types

Sec. 16A-23. Banners.

. . . . .

. . . . .

Sec. 16A-39. Murals.

(a) . . . . .

. . . . .

(e) Murals may contain subject matter consistent with the theme of a business but may not contain any off-site branded products, brand names, business names, or logos; in no event may any onsite branded product names, business names, or logos exceed fifteen percent (15%) of the mural.

(f) **Other regulations and requirements.**

(1) **Maintenance responsibility and standards.** At all times during and after application, murals shall be considered the property of the owner and/or occupant of the structure to which applied and said owner and/or occupant shall be responsible for maintenance and upkeep of the mural.

(2) All murals shall be kept in a proper state of repair and preservation. It is a violation of this section to own, keep, or maintain any mural in a dilapidated or deteriorated condition or to permit or allow a mural to be kept in such condition.

(3) If the City determines a mural to be in dilapidated or deteriorated condition, the mural shall be restored or removed by the owner and/or occupant of the structure to which it is applied.

(4) The City may cause the removal of any mural that is not maintained in accordance with the provisions of this section. A

> mural which is kept, maintained, or allowed to remain in a dilapidated or deteriorated condition is hereby declared to be a nuisance. Upon the failure of the owner and/or occupant of the premises on which the mural is located to repair or remove the mural following ten days' notice thereof, the city may cause the removal of the mural. The owner and/or occupant shall pay all expenses incurred by the city incident to such removal. In the event of the failure of the owner and/or occupant to remit to the city the expenses incurred in the abatement of the nuisance, a lien may be placed on and against the property on which the mural is removed. Such lien shall bear interest at the rate of ten percent per annum and shall be a first and prior lien, second only to liens for taxes and paving assessments.
>
> (Ord. No. 1909, § 1, 10-5-04, amended)

. . . . ."

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

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

SECTION 4. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Ordinances of the City of Duncanville, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. This ordinance shall take effect immediately from and after its passage and publication as required by law.

- Section Intentionally Left Blank -

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the _____ day of _____, 2026.

APPROVED:

_____
Greg Contreras, Mayor

ATTEST:

_____
Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney
(02/24/2026: 4936-2572-9425, v.1)

Sec. 16A-39. - Murals.

(a) For the purposes of this section, in addition to the definitions provided by section 16A-5 of this chapter, the following definitions shall apply:

Alter. To change in any way or to any extent the appearance, size, shape, colors, subject, designs, figures, elements, or pictures of a mural.

Dilapidated or deteriorated condition.

(1) Where any part of a mural is chipped, flaked, faded, broken, damaged, defective, missing, torn, bent, dented, cracked, splintered, twisted, inoperable, leaning, or at angles other than those at which erected; or

(2) Where the message or wording is faded or can no longer be clearly read; or

(3) Where any part of the mural is not in compliance with the requirements of the building, electrical, property maintenance, or other codes or ordinances adopted by the city.

Mural. A painting, design, or artistic work applied to an exterior wall or to a fence for aesthetic purposes.

Restore. To return a mural to its exact original appearance and quality from a dilapidated or deteriorated condition.

(b) No person shall apply, install, erect, or restore a mural, as defined herein, without first obtaining a valid sign permit issued in accordance with this chapter. A permit shall not be issued until the mural has been reviewed and recommended by the **Duncanville Arts Commission**, approved by the **City Council**, and forwarded to the **Building Official** for permit issuance.

(c) The maximum height, area, number, and duration requirements applicable to other types of signs shall not apply to murals. The **Duncanville Arts Commission** shall review the design, location, and placement of a proposed mural and forward its recommendation to the **City Council** for final approval. Following Council approval, the **Building Official** shall issue the permit.

(d) Standards of construction and content.

(1) Murals shall be composed of permanent materials and applied only to permanent surfaces. Murals shall not be applied to any fabric or temporary surface, and all materials used must be resistant to the short-term effects of exposure to the elements.

(2) Removal of a mural muxst be accomplished by physical removal from the wall or fence of the paint or other material of which the mural is composed, and/or by covering the mural with paint or other material. In both cases, either by physical removal or covering, it must be rendered completely invisible and must maintain the structural and architectural integrity of the structure upon which the mural was applied.

~~(e) Murals may contain subject matter consistent with the theme of a business but may not contain branded products, brand names, business names, or logos.~~

(f) **Other regulations and requirements.**

(1) **Maintenance responsibility and standards.** At all times during and after application, murals shall be considered the property of the owner and/or occupant of the structure to which applied and said owner and/or occupant shall be responsible for maintenance and upkeep of the mural.

(2) All murals shall be kept in a proper state of repair and preservation. It is a violation of this section to own, keep, or maintain any mural in a dilapidated or deteriorated condition or to permit or allow a mural to be kept in such condition.

(3) If the City determines a mural to be in dilapidated or deteriorated condition, the mural shall be restored or removed by the owner and/or occupant of the structure to which it is applied.

(4) The City may cause the removal of any mural that is not maintained in accordance with the provisions of this section. A mural which is kept, maintained, or allowed to remain in a dilapidated or deteriorated condition is hereby declared to be a nuisance. Upon the failure of the owner and/or occupant of the premises on which the mural is located to repair or remove the mural following ten days' notice thereof, the city may cause the removal of the mural. The owner and/or occupant shall pay all expenses incurred by the city incident to such removal. In the event of the failure of the owner and/or occupant to remit to the city the expenses incurred in the abatement of the nuisance, a lien may be placed on and against the property on which the mural is removed. Such lien shall bear interest at the rate of ten percent per annum and shall be a first and prior lien, second only to liens for taxes and paving assessments.

(Ord. No. 1909, § 1, 10-5-04, amended)

STAFF REPORT

MEETING: City Council - April 7, 2026

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

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

Pillar:
Elevate Local Culture and Identity:

- **Celebrate diversity and history through arts, storytelling, and placemaking.**

STAFF RESPONSIBLE:
Alex Hamby, Communications and Marketing Administrator

BACKGROUND/HISTORY:
The City of Duncanville updated its mural regulations in 2025 through Ordinance No. 2553, repealing and replacing Sec. 16A-39 to establish a structured process requiring review and recommendation by the Duncanville Arts Commission, final approval by the City Council, and permit issuance by the Building Official. This ordinance also set standards for mural materials, prohibited commercial branding, and placed long-term maintenance responsibility on the property owner or occupant, with enforcement tools including restoration or removal orders and the ability to lien property when necessary.

In September 2025, the City Council applied this process when it approved a release permit for an Arts Grant awardee mural at 1944 S. Main St., using a resolution format that referenced Sec. 16A-39, acknowledged Arts Commission review, and authorized the Building Official to issue the permit once all conditions were met. This prior action established a model for linking Arts Grant–supported mural projects with the City's mural permitting requirements and for explicitly recognizing the artist as an Arts Grant awardee within the permitting resolution.

For the current project, Xela Bistro, located at 1117 S. Main St., submitted an Arts Grant Application proposing an exterior art mural designed with local artists to create a community-centered public artwork that is fully visible from the street and open to the public at no cost. The application describes the mural as a cultural landmark intended to promote Duncanville's creative identity, increase foot traffic, and support economic development by drawing visitors to the Main Street corridor.

The Arts Grant Application includes a total project budget of 3,000 requested from the Duncanville Arts Commission by Xela Bistro for artist fees, materials, equipment, marketing, and administrative coordination. The property owner, You De Xue, provided written authorization for the public art installation at 1117 S. Main St., affirming that the mural is part of the City's Arts Grant program and that public access for viewing will be provided as described.

To implement the physical installation, the applicant also initiated a permit request for a mural at 1117 S. Main St., classified as a "BLD – Sign Not Illuminated" project with the description "art Mural on the side of building," which is currently in review status and has not yet been issued or finalized. Adoption of the Resolution above will provide the City Council's required final approval under Sec. 16A-39, allowing the Building Official to complete the permit process once all administrative requirements are satisfied.

POLICY EXPLANATION:
Sec. 16A-39, Murals, establishes that all murals in Duncanville must follow a three-step approval process: Arts Commission review and recommendation, City Council approval, and permit issuance by the Building Official. This framework ensures that murals are evaluated for artistic quality, community benefit, and compliance with construction and content standards while maintaining clear accountability for long-term maintenance and enforcement.

Under this policy, murals are treated differently from typical commercial signage: they are exempt from standard height, area, number, and duration limits but must be composed of permanent materials applied to permanent surfaces, may not include brand names, logos, or branded products, and must be kept free from dilapidated or deteriorated conditions. These requirements are intended to encourage high-quality public art that enhances the built environment and community identity without functioning as advertising, while giving the City tools to address neglect or damage through restoration or removal and, if necessary, property liens.

The Arts Grant program operates in parallel with this regulatory framework by providing financial support to eligible projects, such as the Xela Bistro mural, that advance public art, tourism, and economic development goals within Duncanville. When a mural project receives Arts Grant funding, the City may expressly recognize the applicant as an Arts Grant awardee in the permitting resolution, emphasizing the public benefit of the project and aligning grant oversight with mural permitting requirements.

In the case of the Xela Bistro mural, the applicant is both a permit applicant and an Arts

Grant awardee, meaning the project must satisfy both the programmatic conditions of the grant (budget, scope, public access, promotion) and the legal requirements of Sec. 16A-39 (materials, content limits, maintenance, and procedural approvals). The Resolution integrates these elements by acknowledging the Arts Commission's grant recommendation, confirming the applicant's grant-supported status, and authorizing the Building Official to issue the mural permit once all statutory and grant-related conditions have been met, thereby ensuring consistency, transparency, and compliance across City policy.

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:

RESO. NO. Xela Bistro Mural Permit, Xela Bistro Mural 1117 S Main

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING ISSUANCE OF A PERMIT FOR A MURAL TO BE INSTALLED AT XELA BISTRO. 1117 S. MAIN ST., DUNCANVILLE, TEXAS 75137; IDENTIFYING THE PERMIT APPLICANT AS AN ARTS GRANT AWARDEE; ACKNOWLEDGING THE ARTS COMMISSION'S PRIOR RECOMMENDATION; AUTHORIZING THE BUILDING OFFICIAL TO ISSUE THE PERMIT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville, Texas, has repealed and replaced Section 16A-39, Murals, to provide that mural applications shall be reviewed and recommended by the Duncanville Arts Commission, approved by the City Council, and then permitted by the Building Official; and

WHEREAS, Frances Villagran, on behalf of Xela Bistro, located at 1117 S. Main St., Duncanville, Texas 75137, has submitted a sign permit application for an art mural on the side of the building, classified as a "BLD – Sign Not Illuminated" mural project currently under review by the City's Building Inspections division; and

WHEREAS, Xela Bistro, through applicant Frances Villagran, also submitted an Arts Grant Application to the Duncanville Arts Commission seeking funding support for an exterior community-centered art mural project at 1117 S. Main St., describing a public-facing mural designed in collaboration with a local artist to beautify the neighborhood, foster cultural expression, and support the economic vitality of Duncanville; and

WHEREAS, the Arts Grant Application identifies the project as an "Art Mural" at Xela Bistro, to be open to the public at no cost, with the mural serving as a visible cultural landmark, a tourism and economic development asset, and a photo-friendly destination that promotes Duncanville and nearby businesses; and

WHEREAS, the Duncanville Arts Commission has reviewed the Xela Bistro mural project as part of the City's arts grant program and recommended funding support for the mural, thereby recognizing the applicant as an Arts Grant awardee for the mural project at 1117 S. Main St.; and

WHEREAS, Section 16A-39, Murals, requires that no person shall apply, install, erect, or restore a mural without first obtaining a valid permit and provides that such permit shall not be issued until the mural has been reviewed and recommended by the Duncanville Arts Commission, approved by the City Council, and forwarded to the Building Official for permit issuance; and

WHEREAS, the City Council finds that the proposed mural at 1117 S. Main St. is consistent with Sec. 16A-39 and that issuance of a release permit is in the public interest, given the project's stated goals of enhancing public art, promoting tourism, and supporting economic development in downtown Duncanville;

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

SECTION 1. The City Council hereby approves release of a permit for the mural to be installed at 1117 S. Main St., Duncanville, Texas 75137, to be coordinated by permit applicant and Arts Grant awardee Frances Villagran on behalf of Xela Bistro, and acknowledges that the Duncanville Arts Commission has reviewed the project and recommended funding and support pursuant to Sec. 16A-39 and the City's Arts Grant program.

SECTION 2. Before any release permit is issued, the applicant shall submit, or shall have submitted, a complete mural permit application to the Building Official in accordance with Sec. 16A-39, including all required materials, property owner authorizations, and consents, together with any documentation necessary to confirm compliance with the conditions of the Arts Grant award. Upon confirmation that the application is complete and that all approvals and conditions required by Sec. 16A-39 have been satisfied, including City Council's final approval reflected in this Resolution, the Building Official is authorized and directed to issue the release permit.

SECTION 3. The mural shall comply with all standards of construction, content, and maintenance responsibilities in Sec. 16A-39, including, without limitation: that murals be composed of permanent materials applied only to permanent surfaces; that the property owner and/or occupant is responsible for maintenance and upkeep; and that murals not be maintained in a dilapidated or deteriorated condition. Enforcement, restoration or removal, notice, and lien provisions shall be administered as provided by Sec. 16A-39.

SECTION 4. The City Manager or designee is authorized to execute incidental documents and take all actions necessary to implement this Resolution, including confirming the record of the Arts Commission's recommendation and forwarding the permit for issuance consistent with Sec. 16A-39.

SECTION 5. This Resolution is effective immediately upon passage.

DULY RESOLVED AND ADOPTED 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

PERMIT DETAILED REPORT (SIGN-2026-00043)
FOR CITY OF DUNCANVILLE

Permit Type	BLD - Sign (Not Illuminated)	**Project:**		**App Date:**	01/26/2026
Work Class:	Mural	**District:**	(Blank)	**Issue Date:**	NOT ISSUED
Status:	In Review	**Square Feet:**	0.00	**Exp Date:**	NOT AVAILABLE
Description:	art Mural on the side of building	**Valuation:**	$0.00	**Final Date:**	NOT FINALED

Address: 1117 S Main St S Main
Duncanville, TX 75137

Applicant

Frances Villagran

1117 S. Main Street
Duncanville, TX 75137

Home:

Business:

Mobile: (214) 336-4614

Zeba
Bistro

Xela
Bistro

STAFF REPORT

MEETING: City Council - April 7, 2026

TITLE:
Briefing on an economic development incentive agreement between the Duncanville Community and Economic Development Corporation (DCEDC) and JCTF Real Estate, LLC for the redevelopment, beautification and business expansion of Texas Fadez Barber Academy & Midas Touch Retail Supply Store located at 1014 S. 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:
Empower Economic Opportunity:

- **Promote strategic reinvestment in commercial corridors and support small businesses.**

STAFF RESPONSIBLE:
Marcela Perez

BACKGROUND/HISTORY:
The Texas Fadez Barber Academy business expansion project includes acquisition and renovation of a vacant 2,520 SF commercial building at **1014 S. Main Street,** that will reposition the property as an attractive, active business which will positively contribute to the revitalization of the city's high-traffic South Main street corridor.

- This business expansion project will deliver a complete renovation of 1014 S. Main Street, previously a chiropractic clinic. In addition to the Barber Academy operations, the project will include a retail barber and cosmetology supply store (Midas Touch) with an online retail component — creating a **multi-revenue-stream** business at a vacant commercial property on the South Main St. corridor.
- The property acquisition cost at $380,000, together with design, engineering, and construction costs estimated at $380,000, equal a **total project cost of $760,000.**

- **Grant Request from the Duncanville Community & Economic Development Corporation- $200,000.**

Local Economic Impact

- Beyond direct fiscal revenue, the academy is estimated to generate approximately **$213,200 in annual local trade area spending** captured within Duncanville from students, employees, and walk-in customers — producing an estimated $4,264 in **secondary sales tax at local retailers**.

Workforce Development
Over 500 students have graduated from the school since 2019. Approximately 75% of the student population is made up of students living in Duncanville, graduating from Village Tech or Duncanville High Schools. Over 20 students have gone on to open their own barbershops, with 2 here in Duncanville.

Midas Touch co-owner, long-time Duncanville resident, and class of Duncanville High School 2023 graduate, Cristian Rivera, enrolled at Texas Fadez Barber Academy at 16 years old and is now an instructor and entrepreneur.

Texas Fadez is also a Certified Texas Workforce Vendor for the Vocational Rehabilitation program.

Community Impact
Thoughout the year, Texas Fadez host's multiple free backpack and haircuts events for local students, and youth with special needs. Barber Academy students also visit homeless shelter locations to volunteer their time to provide free haircuts for homeless individuals.

Established Duncanville Property Owner and Entrepreneur
Owner, Founder, and Instructor, Juan Trejo, established Texas Fadez Barber Academy in Duncanville in 2019 at 1210 S Main Street, following the success of Texas Fadez Barbershop at 212 N Main Street, which opened in 2015. Mr. Trejo boasts more than a decade as a Licensed Barber, Business Owner & Industry Leader.

Mr. Trejo is responsible for recruiting several businesses to Duncanville including Fruta Loca, an authentic Mexican fruiteria, at his property located at 212 N Main Street, and DummyFresh Hats and Apparel, which recently relocated to its second Duncanville location at Wheatland Plaza.

POLICY EXPLANATION:
The economic development incentive agreement with JCTF Real Estate, LLC, totaling $200,000, was approved by the DCEDC with revisions, on March 23, 2026.

FUNDING SOURCE:

ORG and Object Number

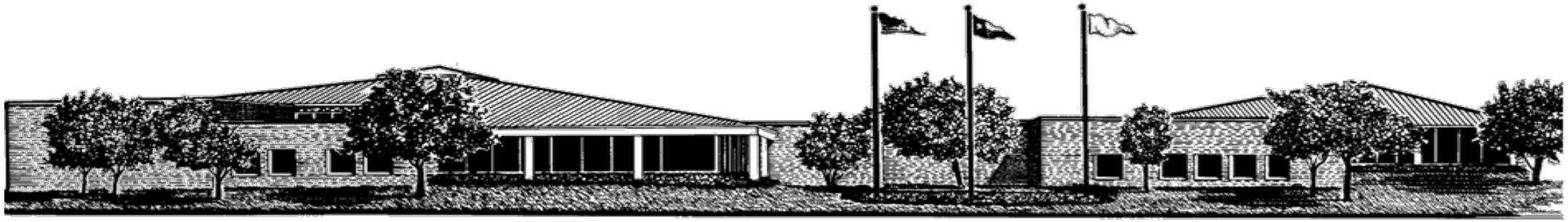
N/A

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

ACTION ALTERNATIVES:

ATTACHMENTS:

Item 3.C. PPT, 1014 Grant Request Packet_UPDATED 3.17.26, Midas Touch Retail Store Rendering, Midas Touch Retail Sales_FINAL, Texas_Fadez_Public Private Stack, TX Fadez Forgivable Loan Schedule, DRAFT Eco Dev Incentive Agreement_JCTF Real Estate LLC



ITEM #3.C.

TEXAS FADEZ BARBER SCHOOL & RETAIL SUPPLY STORE

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

Background

- Owner, Founder, and Instructor, Juan Trejo, established the Texas Fadez Barber Academy in Duncanville in **2019** at **1210 S Main Street**.
- The academy followed the success of the Duncanville Texas Fadez Barbershop location at **212 N Main Street**, which opened in **2015**, and was also a precursor to the second Texas Fadez location at **1206 S Main Street**, which opened in **2023**.
- Mr. Trejo has been a Licensed Barber, Business Owner & Industry Leader for almost two decades.

Background

- Mr. Trejo recruited several businesses to Duncanville including **Fruta Loca**, an authentic Mexican fruit parlor, at his property located at 212 N Main Street, and **Dummy Fresh Hats and Apparel**, which recently relocated to its second Duncanville location at Wheatland Plaza.

City of Duncanville

Duncanville
City of Champions

Workforce Development

- Over **500** students have graduated from the academy since 2019.
- Approximately **75%** of the student population is made up of students living in Duncanville, having graduated from Village Tech or Duncanville High School.
- Over **20 students** have gone on to open their own barbershops, with 2 here in Duncanville city limits.
- Texas Fadez is also a **Certified Texas Workforce Vendor** for the Vocational Rehabilitation program.

City of Duncanville

Duncanville
City of Champions

Community Impact

- The Academy host's multiple free backpack and haircuts events throughout the year for local students, as well as events for youth with special needs.

City of Duncanville

Duncanville
City of Champions

Project Overview

- The business expansion project includes acquisition and renovation of a vacant 2,520 SF commercial building at **1014 S. Main Street**, that will reestablish the property as an attractive, active business.

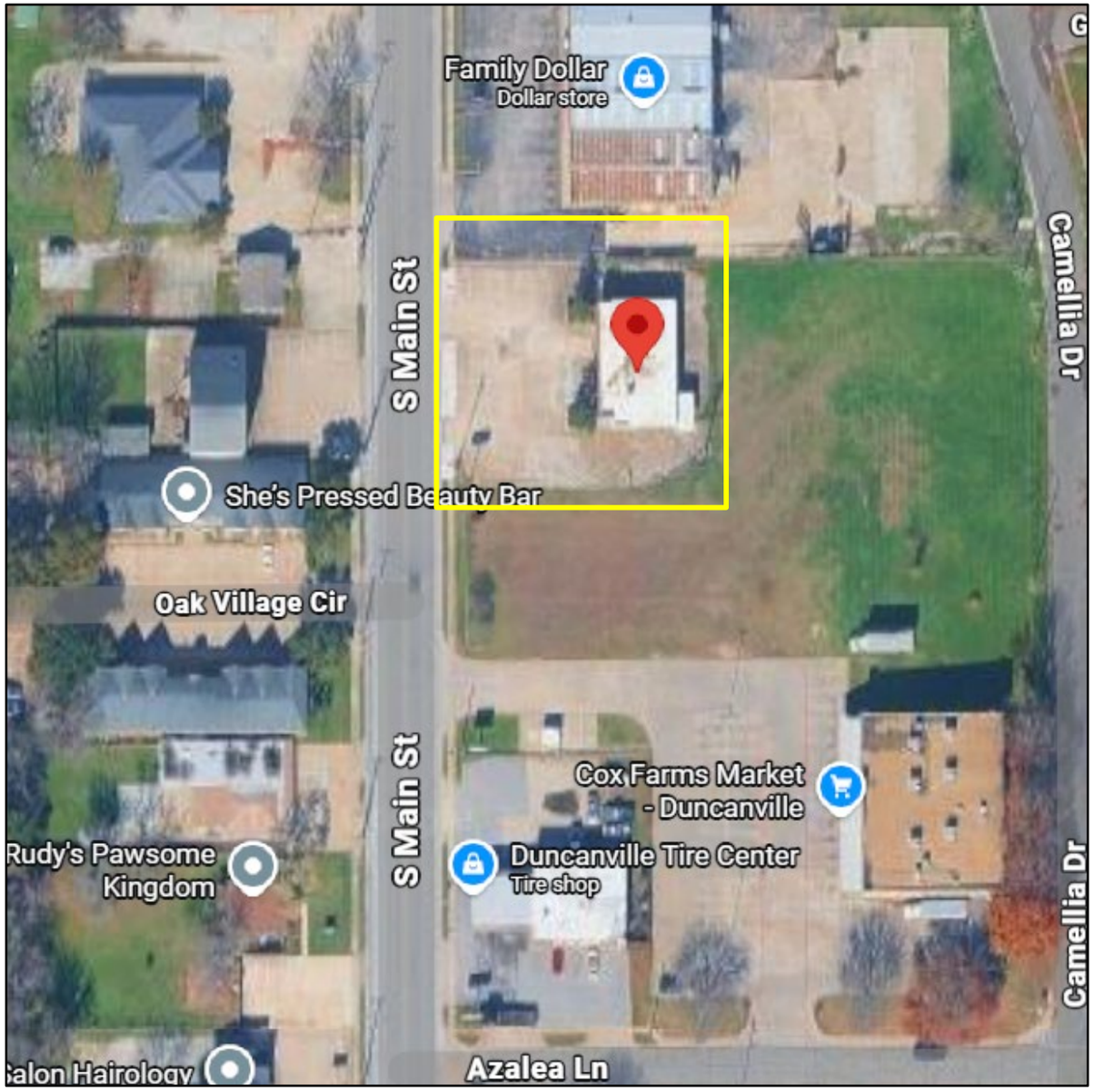
- The acquisition cost at **$380,000**, together with design, engineering, and construction costs estimated at $380,000, equal a **total project cost** of **$760,000**.

- Grant Request from DCEDC - $**200,000**.

City of Duncanville

Duncanville
City of Champions

Site Map - 1014 S. Main Street



City of Duncanville

Duncanville
City of Champions

Project Overview

SITE PLAN CONCEPT DETAIL
1014 S MAIN STREET, DUNCANVILLE, TEXAS

Options real estate
972.283.1111
OPTIONSRE.COM

351 W JEFFERSON
BOULEVARD, SUITE 601
DALLAS, TEXAS 75208

214.293.3498
THRASHERWORKS.COM

THRASHER WORKS
architecture | design | planning

City of Duncanville

Duncanville
City of Champions

Project Overview

- This business expansion project will include a **retail barber and cosmetology supply store** (Midas Touch) and an online retail component —creating a **multi-revenue-stream business.**

City of Duncanville

Duncanville
City of Champions

Fiscal Impact to the City

- **Midas Touch Retail Sales Projections:**

YEAR 1	**$170,000**
YEAR 2	**$272,000**
YEAR 3	**$500,000**

- Beyond direct fiscal revenue, the academy is estimated to generate approximately **$213,200 in annual local trade area spending** captured within Duncanville from students, employees, and walk-in customers — producing an estimated $4,264 in **secondary sales tax at local retailers**.

City of Duncanville

Duncanville
City of Champions

THANK YOU

Any questions? Discussion.

City of Duncanville

Duncanville
City of Champions

TEXAS FADEZ BARBER ACADEMY INC.
1014 S. Main Street | Duncanville, TX 75137
214-516-4287 | juantrejo87@icloud.com

February 23, 2026

Ms. Marcela Perez
Economic Development Coordinator
Duncanville Community & Development Corporation

Dear Ms. Perez,

Thank you for considering our request for grant assistance toward the improvement of this property for our barber school.

We are working under a firm deadline to close on the property on or before **April 30, 2026**, and we appreciate the opportunity to provide additional information to support your review.

Attached are our plans outlining both exterior and interior improvements. These upgrades include the construction of a modern storefront and parking lot enhancements designed to improve visibility, pedestrian access, and overall curb appeal. Our goal is to reposition the property as an attractive, active business that contributes positively to the city's commercial corridor.

Workforce Development & Education
• We enroll an average of 90 students annually.
• Our average daytime population includes approximately 40 enrolled students and 30 daily customers.
• Each student invests an average tuition of $6,100, generating consistent economic activity within Duncanville.
• Our students spend substantial time in the city throughout their training, supporting surrounding businesses.

Sales Tax & Retail Expansion
In addition to educational services, we generate sales tax revenue. We will incorporate a retail barber supply store **Midas Touch Grooming Supplies and Cosmo Supplies** offering professional barbering, hairstyling, and grooming products, as well as branded apparel. We will also support online retail sales, expanding our taxable revenue base.

Job Creation & Business Growth
Our program prepares students not only in technical skills, but also in entrepreneurship, financial responsibility, and business ownership. Many graduates go on to open shops, rent booths, and contribute to the broader local economy.

Community Inclusion
We are committed to serving the entire community by offering haircut services tailored for individuals on the autism spectrum and those with disabilities, creating a welcoming and inclusive environment for all residents.

Our mission is to establish a long-term presence in Duncanville that strengthens workforce development, increases taxable revenue, improves property value, and supports the city's economic vitality.

We are proud to invest in Duncanville and look forward to continuing to grow here.

Thank you for your time and consideration.

Sincerely,

JC Trejo

SITE PLAN CONCEPT DETAIL

1014 S MAIN STREET, DUNCANVILLE, TEXAS

Options real estate
972.283.1111
OPTIONSRE.COM

351 W JEFFERSON
BOULEVARD, SUITE 601
DALLAS, TEXAS 75208

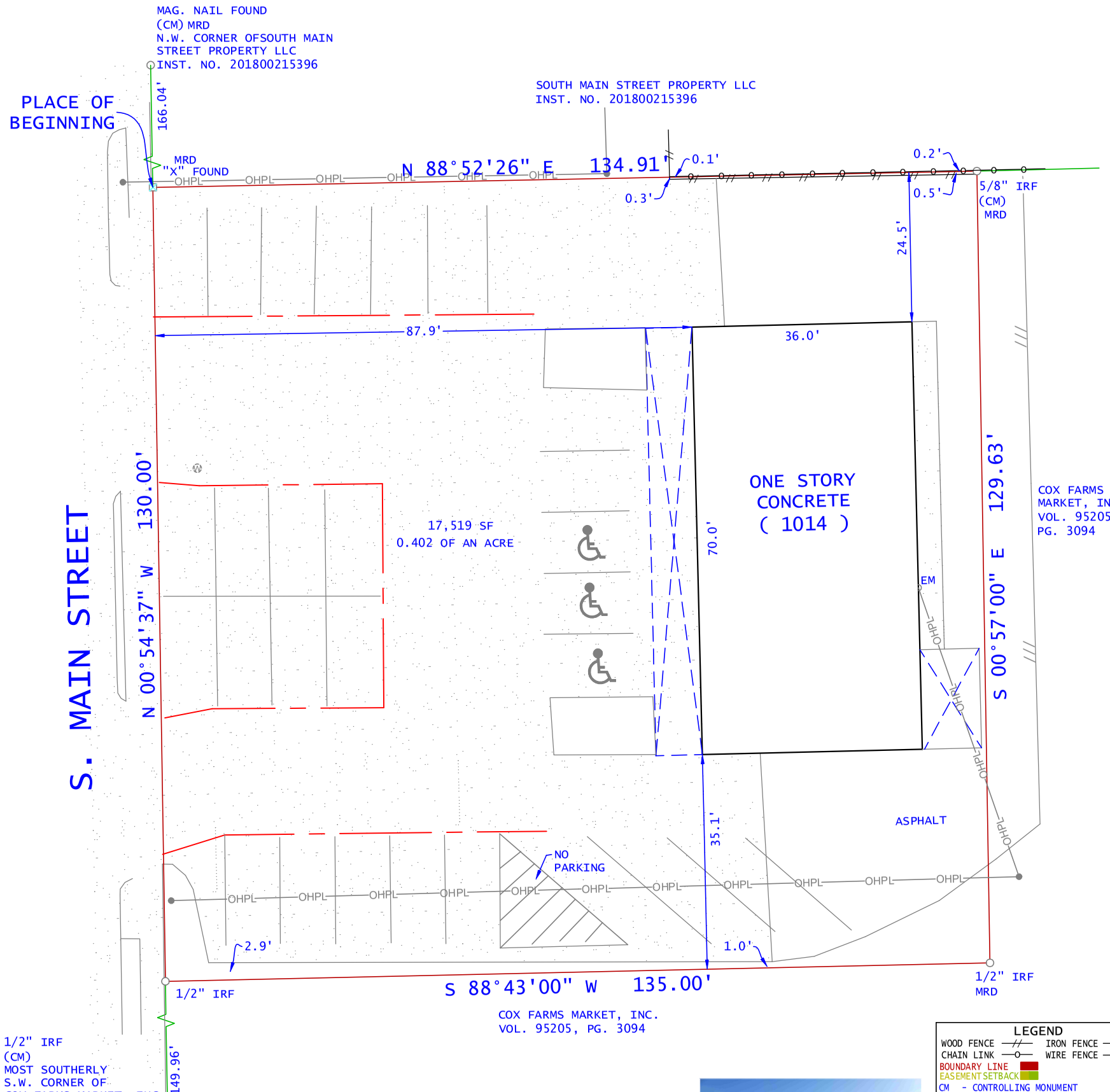
214.293.3498
THRASHERWORKS.COM

THRASHER WORKS
architecture | design | planning

2701 SUNSET RIDGE DRIVE, STE 303
ROCKWALL, TEXAS 75032
FIRM REGISTRATION NO. 10194366

BOUNDARY SURVEY

BURNS SURVEYING



Bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone (4202), and are based upon the North American Datum of 1983 (NAD 83), 2011 Adjustment, Epoch 2010.

LEGEND

WOOD FENCE	IRON FENCE
CHAIN LINK	WIRE FENCE
BOUNDARY LINE	
EASEMENT/SETBACK	
CM - CONTROLLING MONUMENT	
MRD - MONUMENT OF RECORD DIGNITY	
POINT FOR CORNER	
1/2" IRON ROD WITH CAP STAMPED "BURNS SURVEYING" SET	
X-CUT FOUND OR SET (AS NOTED)	
FENCE POST FOR CORNER	
MONUMENT FOUND	EM - ELECTRIC METER
C - CABLE	E - ELECTRIC
CO - CLEAN OUT	PE - POOL EQUIP
G - GAS METER	P - POWER POLE
FH - FIRE HYDRANT	T - TELEPHONE
LP - LIGHT POLE	W - WATER METER
MH - MANHOLE	V - WATER VALVE

(UNLESS OTHERWISE NOTED)

BARRY S. RHODES Registered Professional Land Surveyor (214) 326-1090
This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at 1014 S. MAIN STREET, in the City of DUNCANVILLE, DALLAS County, Texas.

STATE OF TEXAS:
COUNTY OF DALLAS:

Being all that certain lot, tract or parcel of land situated in the Anderson Slayback Survey, Abstract No. 1299, City of Duncanville, Dallas County, Texas, being the same land described in deed to Timothy R. Klesmit and wife, Diana L. Klesmit, recorded in Volume 2000137, Page 2299, Deed Records, Dallas County, Texas (D.R.D.C.T.) and being more particularly described as follows:

BEGINNING at an “X” found for corner in the East line of S. Main Street, at the Southwest corner of a tract of land described in deed to South Main Street Property LLC, recorded in Instrument No. 2018000215396 (D.R.D.C.T.), at the Northwest corner of said Klesmit tract;

THENCE North 88 degrees 52 minutes 26 seconds East, a distance of 134.91 feet to a 5/8 inch iron rod found for corner in the South line of said South Main Street Property LLC, at the most Northerly Northwest corner of a tract of land described in deed to Cox Farms Market, Inc., recorded in Volume 95205, Page 3094 (D.R.D.C.T.)

THENCE South 00 degrees 57 minutes 00 seconds East, a distance of 129.63 feet to a 1/2 inch iron rod found at an “ell” corner of said Cox Farms Market, Inc. tract;

THENCE South 88 degrees 43 minutes 00 seconds West, a distance of 135.00 feet to a 1/2 inch iron rod found for corner in the said East line of S. Main Street, at the most Southerly Northwest corner of said Cox Farms Market, Inc. tract;

THENCE North 00 degrees 54 minutes 37 seconds West, with the said East line of S. Main Street, a distance of 130.00 feet to the PLACE OF BEGINNING and containing 17,519 square feet or 0.402 of an acre of land.

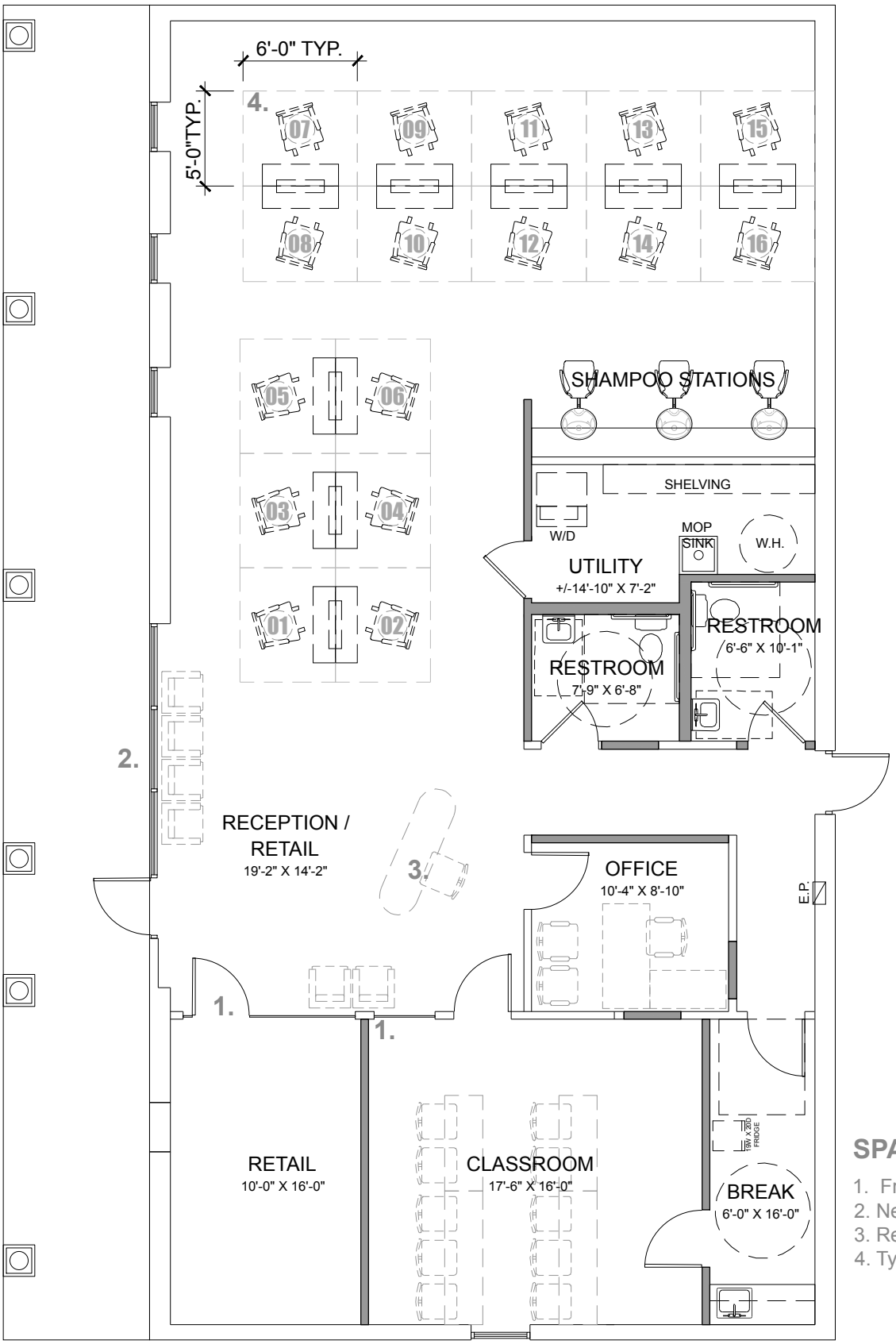
THIS CERTIFICATION DOES NOT TAKE INTO CONSIDERATION ADDITIONAL FACTS THAT AN ACCURATE TITLE SEARCH AND OR EXAMINATION MIGHT DISCLOSE.

This parcel depicted hereon is a true, correct, and accurate representation of the property as determined by survey; The lines and dimensions of said property being as indicated by the plat; The size, location, and type(s) of building(s) are as shown, all improvements being within the boundaries of the property setback from the property lines the distance indicated.
TITLE AND ABSTRACTING WORK FURNISHED BY JUAN TREJO
THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.

Scale: 1" = 20'
Date: 12/09/2025
G. F. No.: N/A
Job no.: 202510584
Drawn by: CMR

USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHER FOR ANY LOSS RESULTING THEREFROM. THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR JUAN TREJO

STATE OF TEXAS
REGISTERED
BARRY S. RHODES
3691
PROFESSIONAL
LAND SURVEYOR



SPACE PLAN NOTES

1. Frameless glass wall system
2. New exterior storefront system
3. Reception Desk: furniture piece 60"x24"
4. Typical Station: 6'W x 5'D

NORTH

SCALE: 1/8" = 1'-0"

PRINT ON 8.5x11 SHEET

OPTION **B.2**

SPACE PLAN

1014 S Main Street, Duncanville

24 February 2026

Options real estate
972-283-1111
www.optionsre.com

THRASHER WORKS
architecture design | planning

March 13, 2026 (updated figures for financing)

Breakdown of Costs & Grant Request Amount

1014 S. Main Street, Duncanville

Purchase Price of the Property - $380,000

Design, Engineering & Construction Budget

Parking lot landscaping & lighting upgrade - $75,000
Demolition & Asbestos Abatement - $25,000
Plumbing, Electrical & HVAC - $70,000
Drywall & Paint - $75,000
New Store Front - $30,000
Flooring - $15,000
Architect & Engineering - $25,000

Contingency -$35,000

Soft Costs - $30,000

Grant Total all costs - $760,000

Bank loan will be a maximum of 80% of appraised value. Anything over that amount will have to be additional down payment.

Approximate appraised value 2,500 square foot building @ $200 per square foot $500,000 X 20% = Minimum $100,000 down payment required, but we are $260,000 over the appraised value so Texas Fadez will need $100,000 plus $260,000 = $360,000 to close this transaction.

Sources of funds to close:

Bank of DeSoto loan - $400,000

Down Payment in cash by Texas Fadez - $160,000

Grant Request from Duncanville Community & Economic Development - $200,000

Finance Summary – Project Overview for JC Trejo

Item	Amount / Details
Total Project Cost	$760,000
Appraised Property Value	$500,000
Bank Loan Terms	Bank will loan 80% of appraised value
Maximum Bank Loan	$400,000
Amount Above Appraised Value	$260,000
Required Down Payment	$100,000
Total Cash Needed from JC	$360,000
Bank Loan Contribution	$400,000
JC Personal Investment	$160,000
Investment Requested from Partner/Investor	$200,000

Summary: The total project cost is $760,000. The property appraises at $500,000, and the bank will lend 80% of the appraised value ($400,000). Because the purchase price exceeds the appraised value, there is a $260,000 gap. JC Trejo will contribute $160,000 personally and is seeking a $200,000 investment to complete the $360,000 cash requirement in addition to the $400,000 bank loan.

SUPPLY STORE CONCEPT DETAIL

1014 S MAIN STREET, DUNCAVILLE, TEXAS

MIDAS TOUCH SUPPLIES LLC

1014 S. MAIN STREET | DUNCANVILLE, TX 75137
469-662-9113 | midastouchsuppliesllc@gmail.com

February 24, 2026
Ms. Marcela Perez
Economic Development Coordinator
Duncanville Community & Development Corporation
Dear Ms. Perez,

As a proud Duncanville resident and graduate of Duncanville High School, our mission is to serve and strengthen the local barber and beauty community by providing high-quality tools, supplies, and support. We are committed to building lasting relationships with barbershops, salons, and independent professionals throughout Duncanville and the surrounding areas.

Our goal is not only to supply products, but to empower entrepreneurs, create opportunity, and contribute to the economic growth of our city – with a target of generating $60,000 in revenue this year as we continue to expand and serve our community.

In addition, I am also a graduate of Texas Fadez Barber Academy. At just 16 years old, I was placed in the academy to explore barbering – and quickly fell in love with the craft. During my time there, I met Angel Perez, who was also a student at Texas Fadez. What began as a classroom connection grew into a lasting friendship, and today he is my business partner.

Texas Fadez Barber Academy helped mold us not only into barbers, but into entrepreneurs by teaching us the importance of creating multiple opportunities within the industry beyond cutting hair. Now at 20 years old, Angel and I are focused on growing a business that supports others in the same community that helped shape us.

Our vision is to supply the majority of barbershops in the Duncanville area while also attracting barbers and stylists from surrounding cities to come shop locally and experience something different. In addition to in-store service, we also offer online shopping to expand access and convenience.

We believe the industry needs strong, community-rooted businesses like ours, and we are proud to be part of the City of Champions – a title we strive to live up to through our work, growth, and commitment to serving others.

We are proud to invest in Duncanville and look forward to continuing to grow here.

Thank you for your time and consideration.

Sincerely,

Cristian Rivera

📊 **YEAR 1 PROJECTIONS** (Retail Only)

🟢 Conservative Scenario
5 customers per day
5 × $110 = $550/day
$550 × 6 days = $3,300/week
$3,300 × 4.3 = $14,190/month
≈ $170,000/year revenue

COGS (60%) ≈ $102,000
Gross Profit ≈ $68,000

Rent = $12,000/year
👉 Estimated Net: ~$50,000–55,000

🟡 Realistic Scenario
8 customers per day 8 × $110 = $880/day
$880 × 6 = $5,280/week
$5,280 × 4.3 = $22,700/month
≈ $272,000/year revenue

COGS ≈ $163,000
Gross Profit ≈ $109,000
Rent = $12,000
👉 Estimated Net: ~$85,000–90,000

🔥 Aggressive Scenario
12 customers per day
12 × $110 = $1,320/day
≈ $408,000/year revenue Estimated Net after inventory + rent: 👉 $130,000–150,000

📈 **YEAR 2** (Add Online Lightly)

If you start pushing Shopify + Instagram properly:
Add even $5,000/month online: $5,000 × 12 = $60,000 extra revenue

Realistic Year 2 Revenue:
👉 $330k – $380k Net: $110k – $160k

🚀 **YEAR 3** (Scaled)
If you build brand trust + local wholesale:
• 15 customers/day average
• $8k/month online
• Some bulk shop orders
Projected Revenue: 👉 $500k+
Net Potential: $180k–220k

TEXAS FADEZ BARBER ACADEMY & MIDAS TOUCH RETAIL SUPPLY | 1410 N. Main Street

PUBLIC-PRIVATE CAPITAL STACK

SOURCE	BASE COST	% TOTAL
Owner Personal Investment (Private)	$160,000	21.1%
Debt / Construction Loan (Private)	$400,000	52.6%
DCEDC Grant (Public — Type B EDC)	$200,000	26.3%
TOTAL PROJECT COST	**$760,000**	100.0%
Total Public Investment	**$200,000.00**	**23.32%**
Total Private (Personal Investment + Debt)	**$560,000.00**	**73.68%**

FORGIVABLE LOAN FORGIVENESS SCHEDULE OPTIONS

Principal Loan Amount ($):	$200,000			
Annual Forgiveness Amount ($):	$20,000			
Agreement Execution Date:	5/1/2026			
Loan Term (Years):	10 years			
Maturity / Full Forgiveness Date:	05/01/2036			

Anniversary Date	Year	Opening Balance ($)	Amount Forgiven ($)	Remaining Indebtedness ($)
5/1/2026	Execution	$200,000.00	-	$200,000.00
05/01/2027	Year 1	$200,000.00	$20,000.00	$180,000.00
05/01/2028	Year 2	$180,000.00	$20,000.00	$160,000.00
05/01/2029	Year 3	$160,000.00	$20,000.00	$140,000.00
05/01/2030	Year 4	$140,000.00	$20,000.00	$120,000.00
05/01/2031	Year 5	$120,000.00	$20,000.00	$100,000.00
05/01/2032	Year 6	$100,000.00	$20,000.00	$80,000.00
05/01/2033	Year 7	$80,000.00	$20,000.00	$60,000.00
05/01/2034	Year 8	$60,000.00	$20,000.00	$40,000.00
05/01/2035	Year 9	$40,000.00	$20,000.00	$20,000.00
05/01/2036	**Year 10**	**$20,000.00**	**$20,000.00**	**-**
TOTAL AMOUNT FORGIVEN			**$200,000.00**	

Principal Loan Amount ($):	$200,000			
Annual Forgiveness Amount ($):	$40,000			

Agreement Execution Date:	5/1/2026			
Loan Term (Years):	5 years			
Maturity / Full Forgiveness Date:	05/01/2031			
Anniversary Date	**Year**	**Opening Balance ($)**	**Amount Forgiven ($)**	**Remaining Indebtedness ($)**
5/1/2026	Execution	$200,000.00	-	$200,000.00
05/01/2027	Year 1	$200,000.00	$40,000.00	$160,000.00
05/01/2028	Year 2	$160,000.00	$40,000.00	$120,000.00
05/01/2029	Year 3	$120,000.00	$40,000.00	$80,000.00
05/01/2030	Year 4	$80,000.00	$40,000.00	$40,000.00
05/01/2031	**Year 5**	**$40,000.00**	**$40,000.00**	**-**
TOTAL AMOUNT FORGIVEN			**$200,000.00**	

STATE OF TEXAS	**§**	**ECONOMIC DEVELOPMENT**
	§	**INCENTIVE AGREEMENT**
COUNTY OF DALLAS	**§**	

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the Duncanville Community and Economic Development Corporation, a Texas non-profit corporation (the "DCEDC") acting by and through Patrick Harvey, its duly authorized DCEDC President; JCTF Real Estate, LLC (the "Applicant"); and Bank of DeSoto ("Lender").

RECITALS

WHEREAS, the Duncanville Community and Economic Development Corporation (DCEDC) established incentive policies and guidelines in order to retain and expand business activities in Duncanville; and

WHEREAS, the Applicant, has requested economic development assistance from the DCEDC for their property located at 1014 S. Main Street, Duncanville, Texas 75137, hereinafter known as the "Project"; and

WHEREAS, the incentive funds shall be provided to Applicant (as more specifically described below), and are to be utilized for qualified expenditures on related to redevelopment and beautification in the amount of Two Hundred Thousand Dollars ($200,000.00); and

WHEREAS, the improvements shall mean improvements to the Project, such as (but not necessarily including): to the façade (e.g. paint, new windows), architecture, signage, parking lot pavement, landscaping, demolition, remodeling, re-development, plumbing and electrical repairs, and HVAC repair and replacement for the Project (see Applicant's application for more specific reference to intended uses); and

WHEREAS, forgiveness of incentive funds described in this agreement is conditional on the Applicant bringing the property up to compliance with all City of Duncanville codes and ordinances and remaining in business for the agreed compliance period; and

WHEREAS, the Applicant, meets all program requirements in order to be considered for incentive grant assistance; and

WHEREAS, pursuant to Texas Local Government Code Chapters 501 through 505, (the Development Corporation Act), the DCEDC has determined that the request constitutes an authorized project and DCEDC is willing to provide the Applicant with economic assistance in the form of cost reimbursements as hereinafter set forth on the terms and conditions stated herein and the Applicant, is willing to accept all terms and conditions stated in this Agreement; and

WHEREAS, the DCEDC has determined that making economic development grants in accordance with this Agreement will further the objectives of the DCEDC and will benefit the DCEDC, the City, and the city's residents by helping to stimulate local economic development through redevelopment and beautification, aid workforce development initiatives, increase the City's yearly ad valorem collections, increase sales tax, and encourage economic vitality in the City.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. AUTHORIZATION

1.01. The City Council finds and determines that this Agreement is authorized and governed by Texas Local Government Code Chapters 501 through 505.

ARTICLE II. TERM

2.01. This Agreement shall be effective as of the date of execution by all parties (the “Effective Date"). The Applicant shall meet all specific performance obligations described in this Agreement, including completion of improvements and obtaining a certificate of occupancy, by **May 1, 2027**, unless extended in writing by the DCEDC. The Applicant shall remain in compliance with all ongoing obligations under this Agreement, including business operation, code compliance, and tax payments, for a period of ten (10) years from the Effective Date, through **May 31, 2036**, unless earlier terminated pursuant to this Agreement.

ARTICLE III. GRANT

3.01. **Economic Development Incentives**.

As an economic development incentive grant to assist the Applicant located at 1014 S. Main Street in Duncanville, Texas, the DCEDC agrees to provide an incentive grant in the amount of Two Hundred Thousand Dollars ($200,000.00) for acquisition and rehabilitation of improvements as a project located at 1014 S. Main Street, occupied by the Applicant subject to the terms and conditions set forth in this Agreement (the "Grant"). Grant funds will be immediately deposited to Applicant's account(s) with Lender (and shall be treated as an earned incentive grant subject to an eroding clawback amount to Applicant) to be funded at the real estate closing of the project (the “Closing”) and shall be disbursed by Lender as set forth below. Nothing contained herein shall constitute a contract for goods or services under the law. Notwithstanding any provision herein to the contrary, DCEDC acknowledges that the Lender may provide separate financing to the Applicant secured by a lien on the Project or other collateral. DCEDC agrees that its rights to recapture, recover or otherwise claim grant funds under this Agreement shall be subordinate to the Lender’s rights under such financing documents, and DCEDC shall not take or enforce any lien that would be senior to the Lender's security interest in the Project.

3.02. The Applicant shall file a written proposal and plans with the DCEDC which shall provide detailed plans concerning the use of funds to achieve the purposes recited herein.

3.03 At Closing (and as a condition to such Closing), Grant funds in the amount of Two Hundred Thousand Dollars ($200,000.00) shall be deposited into Applicant's account(s) with Lender for disbursement on behalf of Applicant to fund redevelopment and improvements, to the Project as described herein. Disbursements shall be made as follows: (a) Two Hundred Thousand Dollars ($200,000.00) shall be disbursed in multiple draws upon satisfaction of the following conditions for each draw: (i) presentation to Lender of proof of actual incurred costs for improvements, evidenced by paid invoices, receipts or approved contractor bids; (ii) approval of such disbursement by Lender in accordance with a mutually agreed-upon draw schedule; and (iii) evidence that the improvements funded by the requested draw have passed all required inspections by applicable governmental authorities and/or Lender’s designated inspector, as determined by Lender; and (iiii) a certificate of occupancy issued by all appropriate governmental authorities for all portions of the Project, together with such additional documentation as Lender shall reasonably require.

Disbursements shall be made, at Lender's option: (i) directly to Applicant, (ii) directly to contractor, (iii) jointly to Applicant and any contractor or subcontractor, (iv) directly to persons supplying labor, materials and services in connection with the Project, (v) jointly to Applicant and said Persons, or (vi) any combination of the foregoing. Applicant agrees to cause the proceeds of each disbursement to be applied for the Project costs specified in the applicable request for disbursement and approved for disbursement, and for no other purposes. Each draw request shall deduct the applicable retainage from the amount requested.

Applicant shall submit to Lender, prior to any disbursement, a detailed budget and scope of work for the Project, specifying the proposed use of Grant funds. All expenditures must be consistent with this approved budget and must relate solely to the activities outlined in this Agreement. Lender shall provide an estoppel certificate in favor of the DCEDC, to prohibit disposal of the Property so long as payment of any outstanding loan is kept current by the DCEDC.

3.04 So long as the Covenants of Applicant outlined under Article IV herein continue to be met, the indebtedness of Applicant shall be reduced beginning on the first anniversary date of the certificate of occupancy:

Date:	Indebtedness of Applicant

May 1, 2026	$200,000.00
May 1, 2027	$180,000.00
May 1, 2028	$160,000.00
May 1, 2029	$140,000.00
May 1, 2030	$120,000.00
May 1, 2031	$100,000.00
May 1, 2032	$80,000.00
May 1, 2033	$60,000.00
May 1, 2034	$40,000.00
May 1, 2035	$20,000.00
May 1, 2036	$0.00

In the event that during this eroding clawback the Applicant does not comply or is in noncompliance with Article IV Convenants, the remaining grant shall be paid back less any reduced amount under this in Section 5.02.

ARTICLE IV. COVENANTS OF APPLICANT

4.01. As a condition precedent and in consideration of the DCEDC agreeing to make the economic development incentive Grant described above, and to be eligible to receive loan forgiveness, the Applicant agrees to do the following:

(a) Cause the improvements as defined herein to be permitted and installed at the Property indicated herein in compliance with the local ordinance; and

(b) Provide verified original copies of the actual paid invoices for building improvement draws in Section 3.03 that the business incurred before **May 1, 2027** at 5 p.m.; and

(c) Provide proof of issuance of a certificate of occupancy of barber academy and retail space of 1014 S. Main Street Duncanville, TX 75116 on or **before May 1, 2027** ; and

(d) Incentive grant shall mean cash grant of Two Hundred Thousand Dollars ($200,000.00) for business personal property and renovation improvements (Project) to the property located at 1014 S. Main Street Duncanville, TX 75116; and

(e) Pay and be current on ad valorem taxes, real and business personal property taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by the Applicant from the date the business opens to the public, through and including **May 31, 2036** (provided, however, that such taxes, fees, or charges shall not be considered delinquent for purposes of this Section 4.01 (f) until any proper and timely protest or contest of such taxes or fees has become final); and

(f) Development and maintain the property in conformity to the local Comprehensive Zoning Ordinance and other local applicable regulation codes; and

(g) Provide verified information to demonstrate a minimum student population of 100 students per year in the barber schools owned and operated by Juan Trejo; and, verification of open retail business on the property with gross annual sales at a minimum of Seventy Five Thousand Dollars ($75,000) per annum beginning on the first anniversary of issuance of certificate of occupancy.

(h) During the term of this Agreement, the Applicant, agrees not to knowingly employ any undocumented workers or unlicensed contractors and/or subcontractors at the development, and if convicted of a violation under 8 U.S.C Section 1324a(f), the Applicant, shall repay the amount of the grant payments received within 130 business days after the date the Applicant, is notified by the City of such violation, and this agreement automatically terminates.

(i) If work is found to be incomplete within the timeline provided in Article IV, the Applicant, may request via written documentation an extension to complete work. If the work remains incomplete by the end of this extension, the Applicant, will be found in violation of this agreement and shall repay any grants under the provisions of Section 5.02 of this agreement is terminated and the Applicant will indemnify the DCEDC of any obligations related to grants and incentives that are withheld.

ARTICLE V. GENERAL PROVISIONS

5.01. **Termination and Default.** This Agreement terminates upon any one of the following:

(a) By the Applicant, through mutual written agreements of both parties; and

(b) By DCEDC, if the Applicant, files any false documentation concerning the application or receipt of the Grant; and

(c) By DCEDC and the Applicant, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party; and

(d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by the Applicant, shall have become delinquent (provided, however, that such taxes, fees, or charges shall not be considered delinquent for purposes of this Section 5.01(d) until any proper and timely protest or contest of such taxes or fees has become final) for a period of ten (10) years from the effective date; and

(e) By DCEDC, if the Applicant suffers an Event of Bankruptcy or Insolvency; (e) provided, however, that DCEDC shall not terminate this Agreement solely due to an

Event of Bankruptcy or Insolvency if the Lender elects to exercise its right to assume and perform the obligations of the Applicant under this Agreement, and the Lender provides written notice of such election within sixty (60) days of such event. During this period, DCEDC shall cooperate in good faith to preserve the Agreement for possible continuation by the Lender or a successor-in-interest; and

(f) By DCEDC and the Applicant, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal; and

(g) By DCEDC, if insufficient funding is available to provide the grant contemplated herein. In such event, the DCEDC shall give the Applicant not less than fifteen (15) days notice of its intent to terminate; and

(h) By DCEDC, if any other material provisions of this Agreement is breach by the Applicant.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of the Applicant existence, insolvency, employment of receiver for any part of the Property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Applicant and Owner and such proceedings are not dismissed within ninety (90) days after the filing thereof,

5.02. **RECAPTURE PROVISION.** IN THE EVENT THE APPLICANT DOES NOT COMPLY WITH THE TERMS OF THIS AGREEMENT OR IS OTHERWISE IN DEFAULT AS PROVIDED HEREIN, THE APPLICANT AND GUARANTOR, PURSUANT TO THE PROVISIONS HEREIN, SHALL REFUND THE DCEDC THE GRANT PAYMENTS ACTUALLY PAID BY DCEDC AND RECEIVED BY THE APPLICANT IMMEDIATELY PRECEDING THE DATE OF SUCH TERMINATION. IF THE PAYMENT IS NOT REFUNDED WITHIN 30 DAYS OF TERMINATION, THE APPLICANT WILL INDEMNIFY THE DCEDC OF ANY FEES OR COSTS RELATED TO RECUPERATING FUNDS OWED TO THE DCEDC, PLUS INTEREST AND ATTORNEY FEES. NOTWITHSTANDING THE FOREGOING, DCEDC SHALL NOT SEEK RECAPTURE OF ANY PORTION OF THE GRANT THAT HAS ALREADY BEEN FORGIVEN IN ACCORDANCE WITH SECTION 3.04, UNLESS SUCH RECAPTURE IS THE RESULT OF A WILLFUL MISREPRESENTATION OR FRAUD ON THE PART OF APPLICANT OR GUARANTOR. IN ALL CASES, DCEDC SHALL PROVIDE LENDER WITH WRITTEN NOTICE OF ITS INTENT TO SEEK RECAPTURE, AND LENDER SHALL HAVE NINETY (90) DAYS TO CURE THE UNDERLYING DEFAULT PRIOR TO THE INITIATION OF RECAPTURE ACTLONS. ANY REPAYMENT OBLIGATIONS OWED BY TIIE APPLICANT UNDER THIS AGREEMENT SHALL HE EXPRESSLY SUBORDINATE TO THE LENDER'S SECURITY INTEREST AND REPAYMENT RIGHTS.

5.03. **Mutual Assistance.** The Applicant and the DCEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

5.04. **Representations and Warranties.** The Applicant represents and warrants to the DCEDC that it is a duly organized company under the laws of the State of Texas and is in good standing and can execute the terms of this agreement.

5.05. **Employee Hiring, Materials, and Supplies Purchased.** Although not a condition of this Agreement, the DCEDC requests that the Applicant when feasible, satisfies its needs for all additional employees from Duncanville residents and/or purchases materials and supplies from Duncanville merchants and businesses.

5.06. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.07. **Verification and Compliances.** The Applicant agrees to allow the DCEDC by and through its lawful representative to conduct an audit on all of the Applicant business records, documents, and agreements or other instruments, subject to appropriate confidentiality, in furtherance of the following purposes only:

(a) To ensure the Applicant compliance with the affirmative covenants set forth in this Agreement; and

(b) To determine the existence of a default or breach of the terms of this Agreement; and

(c) To ensure compliance with the prerequisites for paying a Reimbursement Incentive; and

(d) To determine whether the correct amount of sales taxes are being collected and reported.

The DCEDC will provide the Applicant with written notice of any request for an audit and shall cooperate with the Applicant to schedule audit activities so as to minimize disruption of the Applicant normal business operations.

5.08. **Indemnification.** IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, THE APPLICANT IS ACTING INDEPENDENTLY, AND THE DCEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE APPLICANT BUSINESS OR PROPERTY. THE DCEDC SHALL NOT BE LIABLE TO THE APPLICANT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY. IN THIS RESPECT, THE APPLICANT AGREES TO INDEMNIFY AND HOLD THE DCEDC HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE CONDUCT OR MANAGEMENT OF THE APPLICANT, OR FROM ANY BREACH ON THE PART OF THE APPLICANT OF ANY CONDITIONS OF THIS AGREEMENT OR FROM ANY ACT OF NEGLIGENCE OF THE APPLICANT, ITS AGENTS, CONTRACTORS, OR EMPLOYEES.

5.09. **Attorneys Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

5.10. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

5.11. **Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by the Applicant, DCEDC, and the City.

5.12. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. The Applicant may not assign all or any part of its rights and obligations hereunder without prior written approval of the DCEDC.

5.13. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Owner: JCTF Real Estate, LLC
c/o Juan Trejo
523 Jeff Grimes Blvd
DeSoto, TX 75115

City: City of Duncanville
Attention: Richard Abernethy
P.O. Box 380280
Duncanville, Texas 75138-0280

DCEDC: Duncanville Community and Economic Development Corporation
Attention: Marlon Goff
P.O. Box 380280
Duncanville, Texas 75138-0280

LENDER: Bank of DeSoto
Attention: James P. Monkres, Jr., Chief Executive Officer
P.O. Box 7777
DeSoto, TX 75123

5.14. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

5.15. **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Dallas County, Texas.

5.16. **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

5.18. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

5.19. **Boycott Israel, Boycott Energy Companies, and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations.**

(a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement.

5.20 **Force Majeure**. "Force Majeure" shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental

action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Project is located that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, or national emergency orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, in which case the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed.

5.21 **FOR PURPOSES OF SECTION 5.02, JUAN TREJO ("GUARANTOR") SHALL BE PERSONALLY LIABLE AS A GUARANTOR OF THE RECAPTURE OBLIGATIONS OF THE COMPANY IN THE EVENT APPLICANT DOES NOT COMPLY WITH THE TERMS OF THIS AGREEMENT OR IS OTHERWISE IN DEFAULT AS PROVIDED HEREIN.**

5.22 **Lender's Rights and Third-Party Beneficiary Status.** Lender shall be deemed an intended third-party beneficiary of this Agreement. The DCEDC shall provide written notice to Lender of any event of default, termination, or breach of this Agreement by the Applicant. Lender shall have the right, but not the obligation, to cure any default or breach by the Applicant within ninety (90) days of receiving such notice from the DCEDC. In the event of such cure by Lender, this Agreement shall remain in full force and effect.

Notwithstanding anything in this Agreement to the contrary, no termination, amendment, or waiver of any provision of this Agreement shall be effective without the prior written consent of the Lender, to the extent such termination, amendment or waiver would materially adversely affect the rights of the Lender. The DCEDC and Applicant agree to cooperate with Lender to enable it to protect its security interest in the Project and to exercise its rights under this Agreement.

5.23 **Continuity Upon Foreclosure or Assignment.** In the event the Lender forecloses on the Project, takes title pursuant to a deed in lieu of foreclosure, or otherwise acquires ownership or control of the Applicant's interest in the Project, the Lender or its designated successor or assignee shall be permitted to assume all of Applicant's rights and obligations under this Agreement, and the DCEDC shall not unreasonably withhold consent to such assumption. Upon such assumption, this Agreement shall remain in full force and effect and continue according to its terms.

5.24 **Assignment of Agreement; Grant Funds.** Applicant shall have the right to assign its rights under this Agreement, including its right to receive the Grant funds or retain forgiven amounts under this Agreement to Lender as collateral for its loan made in connection with the Project. DCEDC hereby consents to stich assignment, and hereby agrees to recognize Lender as an assignee of such rights.

5.25. **Approval by the City of Duncanville, Texas.** This Agreement was approved by the City Council at its meeting on _____.

DETAILED IMPROVEMENT LIST

March 13, 2026 (updated figures for financing)

Breakdown of Costs & Grant Request Amount

1014 S. Main Street, Duncanville

Purchase Price of the Property - $380,000

Design, Engineering & Construction Budget

Parking lot landscaping & lighting upgrade - $75,000
Demolition & Asbestos Abatement - $25,000
Plumbing, Electrical & HVAC - $70,000
Drywall & Paint - $75,000
New Store Front - $30,000
Flooring - $15,000
Architect & Engineering - $25,000

Contingency -$35,000

Soft Costs - $30,000

Grant Total all costs - $760,000

Bank loan will be a maximum of 80% of appraised value. Anything over that amount will have to be additional down payment.

Approximate appraised value 2,500 square foot building @ $200 per square foot $500,000 X 20% = Minimum $100,000 down payment required, but we are $260,000 over the appraised value so Texas Fadez will need $100,000 plus $260,000 = $360,000 to close this transaction.

Sources of funds to close:

Bank of DeSoto loan - $400,000

Down Payment in cash by Texas Fadez - $160,000

Grant Request from Duncanville Community & Economic Development - $200,000

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the day and year first written above.

JCTF Real Estate, LLC

_____
Juan Trejo, Manager
Date: _____ __, 2026

GUARANTOR, for purposes of Sections 5.02 and 5.21

_____
Juan Trejo

DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION

_____
By: Patrick Harvey
Its: Board President
Date: _____ __, 2026

CITY OF DUNCANVILLE

_____
By: Richard Abernethy
Its: Interim City Manager
Date: _____ __, 2026

Bank of DeSoto

_____
By: James P. Monkres, Jr.
Its: Chief Executive Officer
Date: _____ __, 2026

Juan Trejo Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Juan Trejo, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they are the duly authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

JCTF Real Estate, LLC Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Juan Trejo, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Manager of JCTF Real Estate, LLC, and that they are duly authorized by said company to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

Duncanville Community and Economic Development Corporation Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Patrick Harvey, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Board President of the Duncanville Community and Economic Development Corporation, and that they are authorized by said Corporation to execute the foregoing instrument as the act of such Duncanville Community and Economic Development Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

City of Duncanville Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Richard Abernethy, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Interim City Manager of the City of Duncanville, and that they are authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

Bank of DeSoto Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are an officer for Bank of DeSoto, and that they are authorized to execute the foregoing instrument as the act of such Bank for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____