

# REGULAR CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street Tuesday, November 07, 2023 at 5:30 PM

# **AGENDA**

#### **CALL TO ORDER**

#### **PLEDGES OF ALLEGIANCE**

#### **INVOCATION**

Invocation Voiced by Reverend Broderick Sargent from New Bethel CME Church

#### PRESENTATIONS AND RECOGNITIONS

**Proclamation Recognizing DECA Month** 

<u>Proclamation</u> Celebrating the Chartering Chapter of Alpha Kappa Alpha Sorority, Incorporated at Tarleton State University

**Tarleton Tartan Presentation** 

#### CITIZENS GENERAL DISCUSSION

#### **REGULAR AGENDA**

- Request for a Variance from the City of Stephenville Code of Ordinances, Section 130.16 Sale of Alcoholic Beverages for The Shack, located at 309 W. Washington
- 2. Consider Approval of a Resolution Initiating the Abandonment of Saint Felix Street from Turner Street to Tarleton Street
- Consider Approval of a Resolution Initiating the Abandonment of Saint Peter Street from West Washington Street to West Tarleton Street
- 4. Consider Approval of a Resolution Initiating the Abandonment of Jones Street from North Cain Street to North Lillian Street
- 5. Consider Approval of a Resolution Initiating the Abandonment of Cain Street from Jones Street to Vanderbilt
- 6. Consider Approval of a Resolution Initiating the Abandonment of Vanderbilt Street from North Cain Street to North Neblett Street
- Consider Approval of a Resolution Initiating the Abandonment of Neblett Street from West Jones
   Street to West Vanderbilt Street

#### PLANNING AND ZONING COMMISSION

Steve Killen, Director of Development Services

8. Case No.: PD2022-003 – UPDATE

Applicant Scott Allen, Representing Stephenville Rentals LLC, Pursuant to the Requirements Set Forth by Section 154.08 of the City of Stephenville Zoning Ordinance, is Presenting an Update and Requesting an Extension of the Development Schedule for the Planned Development Located at 157 W. Washington, Parcel R29179, Being Block 5, Lot C of City Addition to the City of Stephenville, Erath County, Texas

- 9. Consider Approval of Ordinance Extending the Modified Development Schedule for Planned Development District (PD) Located at 157 W. Washington, Parcel R29179, being Block 5, Lot C of City Addition to the City of Stephenville, Erath County, Texas
- 10. Case No.: PD2022-004 UPDATE

Applicant Scott Allen, Representing Stephenville Rentals LLC, Pursuant to the Requirements Set Forth By Section 154.08 of the City of Stephenville Zoning Ordinance, is Presenting an Update and Requesting an Extension of the Development Schedule for the Planned Development Located at 171 W. Washington, Parcel R29178, Being Block 5, Lot B of City Addition to the City of Stephenville, Erath County, Texas

11. Consider Approval of Ordinance Extending the Modified Development Schedule for Planned Development District (PD) Located at 171 W. Washington, Parcel R29178, being Block 5, Lot B of City Addition to the City of Stephenville, Erath County, Texas

#### **PUBLIC WORKS COMMITTEE**

Mark McClinton, Chair

- 12. Public Works Committee Report October 17, 2023
- 13. Consider Approval of Professional Services Agreement with IEA, Inc. for the Riverside Drive Stormwater Improvements Project
- 14. Consider Approval of a First Amendment to the Household Hazardous Waste Agreement with the City of Fort Worth Environmental Collection Center
- 15. Consider Approval of the Professional Services Agreement with Provenance Engineering for WWTP Capital Projects

#### **DEVELOPMENT SERVICES COMMITTEE**

David Baskett, Chair

16. Development Services Committee Report - October 17, 2023

### **NOMINATIONS COMMITTEE**

Maddie Smith, Chair

- <u>17.</u> Nominations Committee Report
- 18. Consider Approval of Nominations to Citizen Boards and Commissions
- 19. Consider Approval of an Ordinance Repealing the Parks and Recreation Advisory Board and the Senior Citizens' Advisory Board
- 20. Consider Approval of an Ordinance Creating the Parks and Leisure Services Advisory Board

### **PUBLIC HEALTH AND SAFETY COMMITTEE**

Bob Newby, Chair

- 21. Public Health and Safety Committee Report
- 22. Approve a change order to the System Purchase Agreement between the City and L3 Harris

# **FINANCIAL REPORTS**

Monica Harris, Director of Finance

- 23. Monthly Budget Report for the Period Ending September 30, 2023
- 24. Quarterly Investment Report for the Period Ending September 30, 2023

#### STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT

Jeff Sandford, Executive Director

#### **CONSENT AGENDA**

- 25. Consider Approval of Minutes October 10, 2023
- 26. Consider Approval of Minutes October 12, 2023
- 27. Consider Approval of Minutes October 17, 2023
- 28. Consider Approval of Municipal Court Bailiff Contract
- 29. Consider Approval of Purchase of Equipment for Grounds Keeping from United Ag and Turf
- 30. Consider Approval of Building and Grounds/Park Maintenance Equipment from Professional Turf Products
- 31. Consider Approval of Purchase of New Shade Structures for Splashville Water Park
- 32. Consider Approval of Award of Portable Restroom Bid to Texan Restrooms
- 33. Consider Approval of the Purchase of a Maintenance Truck for Building and Grounds
- 34. Consider Approval of Resolution Regarding a Financing Agreement for the Purpose of Procuring Mowers and Related Ground Maintenance Equipment
- 35. Consider Approval of the 536 Wellfield Wells Project
- 36. Consider Approval of the Annual Firefighter Wellness Physicals
- 37. Consider Approval of Replacement EMS Equipment

### **COMMENTS BY CITY MANAGER**

#### **COMMENTS BY COUNCIL MEMBERS**

#### **EXECUTIVE SESSION**

In compliance with the provisions of the Texas Open Meetings Law, Subchapter D, Government Code, Vernon's Texas Codes, Annotated, in accordance with

- **38. Section 551.074. Personnel Matters** to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:
  - 1. City Secretary
  - 2. Director of Administrative Services
  - 3. Director of Development Services
  - 4. Director of Finance
  - 5. Director of Parks and Leisure Services
  - 6. Director of Public Works
  - 7. Fire Chief
  - 8. Police Chief
- 39. Section 551.087. Deliberation Regarding Economic Development Negotiations Project Vulcan

- 40. Section 551.087. Deliberation Regarding Economic Development Negotiations Project Feather
- **41. Section 551.071** *Consultation with Attorney* to Consult Over a Pending or Contemplated Litigation

# ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

#### **ADJOURN**

Note: The Stephenville City Council may convene into Executive Session on any matter related to any of the above agenda items for a purpose, such closed session allowed under Chapter 551, Texas Government Code.

In accordance with the Americans with Disabilities Act, persons who need accommodation to attend or participate in this meeting should contact City Hall at 254-918-1287 within 48 hours prior to the meeting to request such assistance.

# **PROCLAMATION**

**WHEREAS,** DECA is a career and technical student organization with over 227,000 members worldwide; and

**WHEREAS**, the mission of DECA is to prepare emerging leaders and entrepreneurs in marketing, finance, hospitality, and management in high schools and colleges around the world; and

WHEREAS, DECA is a student organization that encourages the development of business, marketing, and leadership skills in high school through classroom instruction, student conferences, and competitive events; and

**WHEREAS,** DECA prepares the next generation to be academically prepared, community oriented, and professionally responsible; and

**WHEREAS,** DECA has approximately 19,000 student members in the state of Texas and 96 student members at Stephenville High School; and

**WHEREAS** the City of Stephenville wishes to join the Stephenville High School DECA Chapter in celebrating and promoting DECA in the community.

**NOW, THEREFORE, I,** Doug Svien, Mayor of the City of Stephenville, Texas, do hereby proclaim November as

### **DECA MONTH**

in the City of Stephenville and urge the community to applaud the Stephenville High School DECA Chapter, and chapters worldwide, for their commitment to preparing and developing the future leaders of Stephenville and beyond.

IN WITNESS WHEREOF, I have hereby set my
hand and caused to be affixed the seal of the
City of Stephenville, Texas, this 7 <sup>th</sup> day of
November, 2023.
Doug Svien, Mayor



**WHEREAS,** Members of the South Central Region of Alpha Kappa Alpha Sorority, Incorporated are celebrating chartering chapter, at Tarleton State University, on October 29, 2023; and

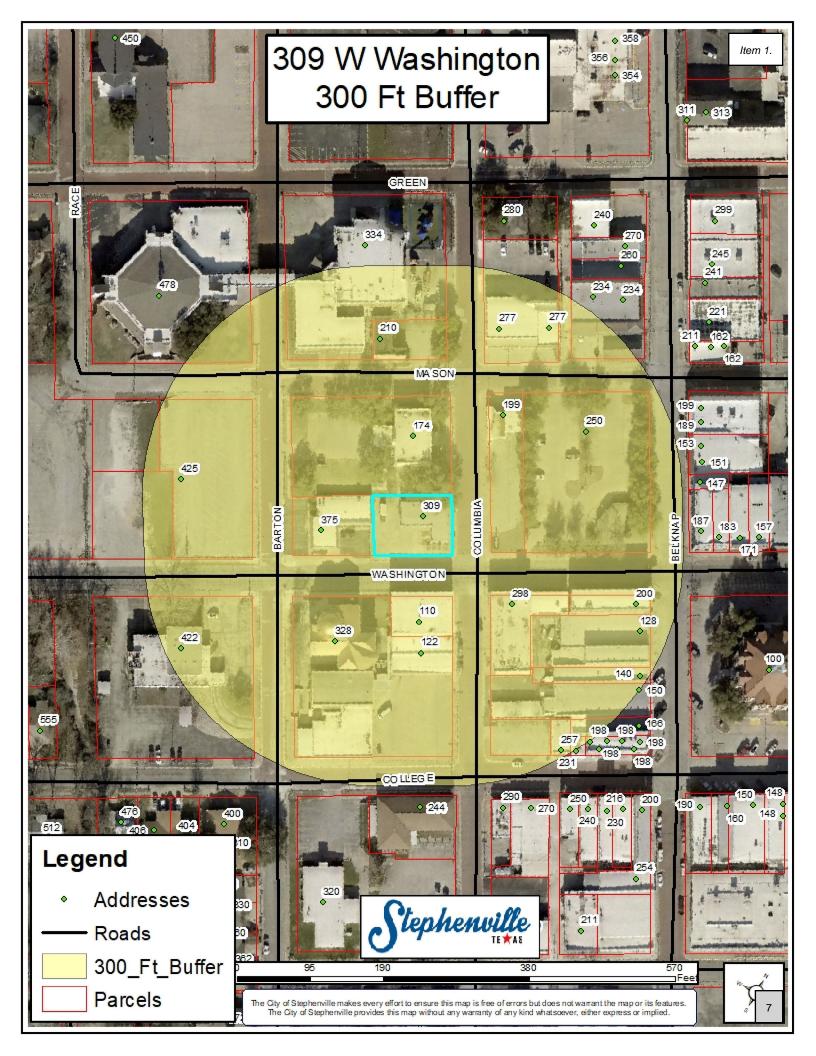
WHEREAS, Alpha Kappa Alpha Sorority, Inc. is an international service organization founded in 1908 on the campus of Howard University in Washington, D.C.; its global membership is composed of nearly 355,000 distinguished and successful women who exemplify excellence in their communities and join their efforts to exert a positive influence on society by promoting excellence and leadership skills and advocating for equality and greater opportunity for people everywhere; and

**WHEREAS,** Dedicated to the enduring mission of Alpha Kappa Alpha Sorority, Inc., the members of the Tarleton State University Chapter represent the highest ideals of civic service, are committed to excellence, and are excited to expand sisterhood and service at Tarleton State University and in the City of Stephenville;

**NOW THEREFORE**, I, Doug Svien, Mayor of the City of Stephenville, commemorate the addition of the new chapter, at Tarleton State University, to the South Central Region of Alpha Kappa Alpha Sorority, Inc. and extend sincere best wishes to all those associated with this noteworthy organization for continued success in their good works.

IN WITNESS WHEREOF, I have hereby set my hand and caused to be affixed the seal of the City of Stephenville, Texas, this 7<sup>th</sup> day of November 2023.

Doug Svien, Mayor of Stephenville



# **STAFF REPORT**



**SUBJECT:** Request for a Variance from the City of Stephenville Code of Ordinances, Section 130.16 Sale

of Alcoholic Beverages for The Shack, located at 309 W. Washington

**DEPARTMENT:** Administration

**STAFF CONTACT:** Sarah Lockenour, City Secretary

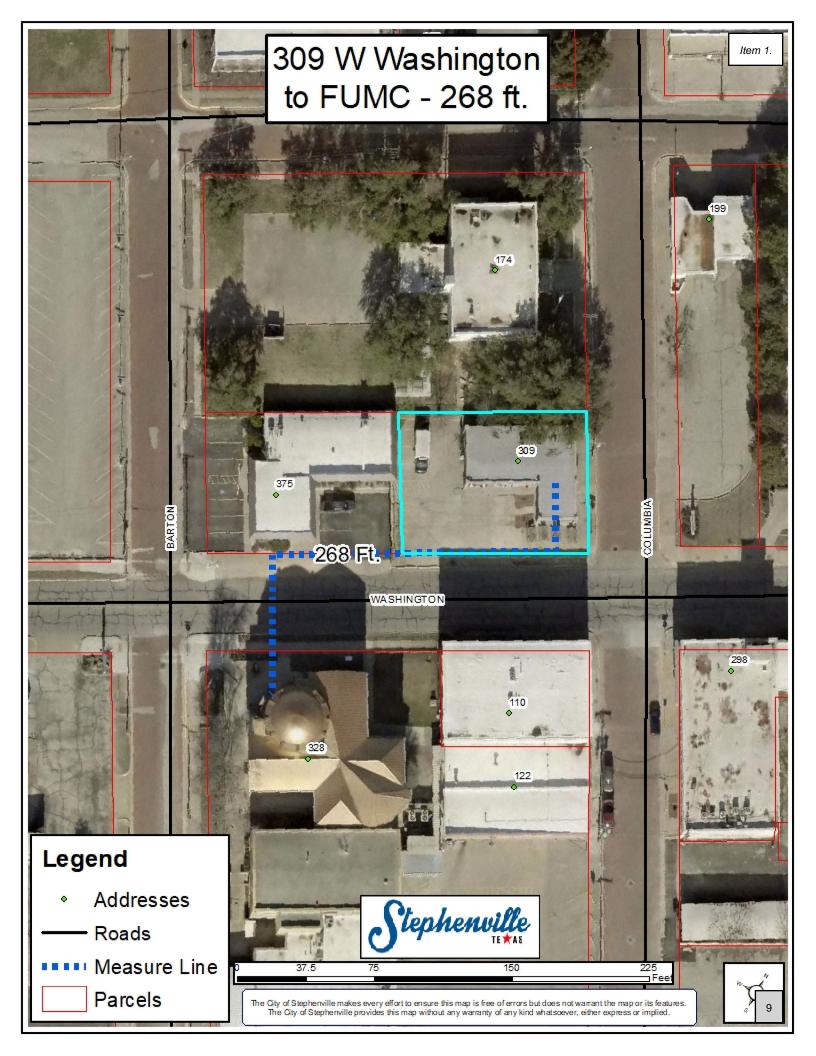
#### **BACKGROUND:**

On October 30, 2023, the City Secretary's Office was contacted in reference to alcohol sales at **The Shack**, located at 309 W. Washington. Chapter 130.16 of the City of Stephenville Code of Ordinances prohibits the sale of alcohol within 300 feet of a school, hospital, or church. It further states that "The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in a direct line across intersections." The GIS Manager prepared a map measuring the distance from The Shack to the First United Methodist Church using the parameters of the ordinance; The Shack was found to be 290 feet from the First United Methodist Church.

Section 16.4 of the Ordinance allows for the City Council to grant a variance to the distance requirements "if it determines that the enforcement of the regulations in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on the applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or, for any other reason the City Council determines, after consideration of the health, safety, and welfare of the public and the equities of the situation, that the variance is in the best interest of the community."

Colbe Stoker, owner, has requested that the Council consider granting a variance in accordance with Chapter 130.16(4) to allow for the sale of alcohol.

A variance for the sale of alcohol in accordance with Chapter 130.16(4) was approved for The Shack, owned by Luke Sims and Craig Allen, at this same location on February 1, 2023.



# Sec. 130.16. Sale of alcoholic beverages.

- (A) Definitions. For the purposes of this chapter, all definitions of words, terms and phrases as set forth in V.T.C.A. Alcoholic Beverage Code §§ 1.01 et seq. are hereby adopted and made a part of this chapter.
- (B) Required; fee. No person within the city shall manufacture, sell, distribute or store any alcoholic beverage or engage in any other activity in relation thereto, for which a permit or license is required by the state alcoholic beverage code, without first obtaining a license to do so from the city. The fee for such license or permit shall be an amount equal to one-half the permit or license fee charged by the state under the state alcoholic beverage code.
- (C) Location of alcoholic beverage establishments.
  - (1) It shall be unlawful for any person who is engaged in the business of selling alcoholic beverages to sell alcoholic beverages where the place of business is within 300 feet of any church, public or private school, or public hospital.
  - (2) The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in a direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:
    - (a) In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
    - (b) If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
  - (3) It shall be unlawful for any person who is engaged in the business of selling alcoholic beverages to sell alcoholic beverages in any residential area zoned as R-1, R-1.5, R-2, R-3, RE, or RHA.
  - (4) The City Council may allow a variance to the distance regulations provided in divisions (C)(1) and (C)(2) of this section if it determines that the enforcement of the regulations in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on the applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or, for any other reason the City Council determines, after consideration of the health, safety, and welfare of the public and the equities of the situation, that the variance is in the best interest of the community.

(Ord. 2008-27, passed 12-2-2008)

A RESOLUTION AUTHORIZING CITY STAFF TO PREPARE THE PROCEDURES FOR ABANDONING A PORTION OF SAINT FELIX STREET AND TO PRESENT SAME TO THE PLANNING AND ZONING COMISSION AND CITY COUNCIL FOR ACTION AND TO PLAN FOR THE SALE OF SAID CLOSED STREET AS PROVIDED IN SECTION 95 CODE OF ORDINANCES AND CHAPTER 311 OF THE TEXAS TRANSPORTATION CODE

WHEREAS, the City of Stephenville has the authority under Section 95 of its Code Of Ordinances and Chapter 311 of the Texas Transportation Code to close and sell streets within its jurisdiction; and

WHEREAS, The City has deemed it necessary for future City development to abandon a portion of Saint Felix Street, from West Turner Street to West Tarleton Street; and

WHEREAS, The City Council has the authority and desire to initiate action to facilitate said closing and sale; and

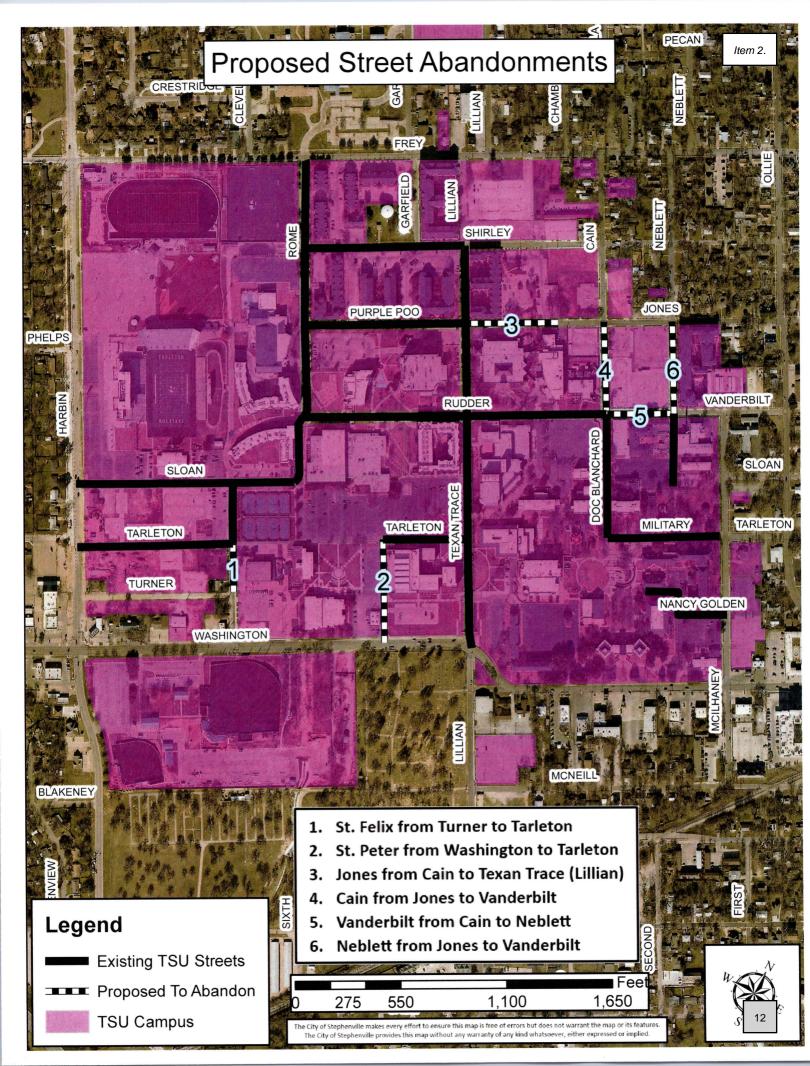
WHEREAS, It is appropriate for City staff to prepare the procedures for said closing and sale and to present same to the Planning and Zoning Commission and City Council;

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

That the City staff is authorized to prepare the procedures for closing a portion of Saint Felix Street as described above and to present same to the Planning and Zoning Commission and the City Council for action and to plan for the sale and of said closed street.

PASSED and APPROVED this 7<sup>th</sup> day of November 2023.

Attest:	Doug Svien, Mayor
Sarah Lockenour, City Secretary	
Reviewed by Jason King, City Manager	
Approved as to form and legality by Randy Thomas, City Attorney	



A RESOLUTION AUTHORIZING CITY STAFF TO PREPARE THE PROCEDURES FOR ABANDONING A PORTION OF SAINT PETER STREET AND TO PRESENT SAME TO THE PLANNING AND ZONING COMISSION AND CITY COUNCIL FOR ACTION AND TO PLAN FOR THE SALE OF SAID CLOSED STREET AS PROVIDED IN SECTION 95 CODE OF ORDINANCES AND CHAPTER 311 OF THE TEXAS TRANSPORTATION CODE

WHEREAS, the City of Stephenville has the authority under Section 95 of its Code Of Ordinances and Chapter 311 of the Texas Transportation Code to close and sell streets within its jurisdiction; and

WHEREAS, The City has deemed it necessary for future City development to abandon a portion of Saint Peter Street, from West Washington Street to West Tarleton Street; and

WHEREAS, The City Council has the authority and desire to initiate action to facilitate said closing and sale; and

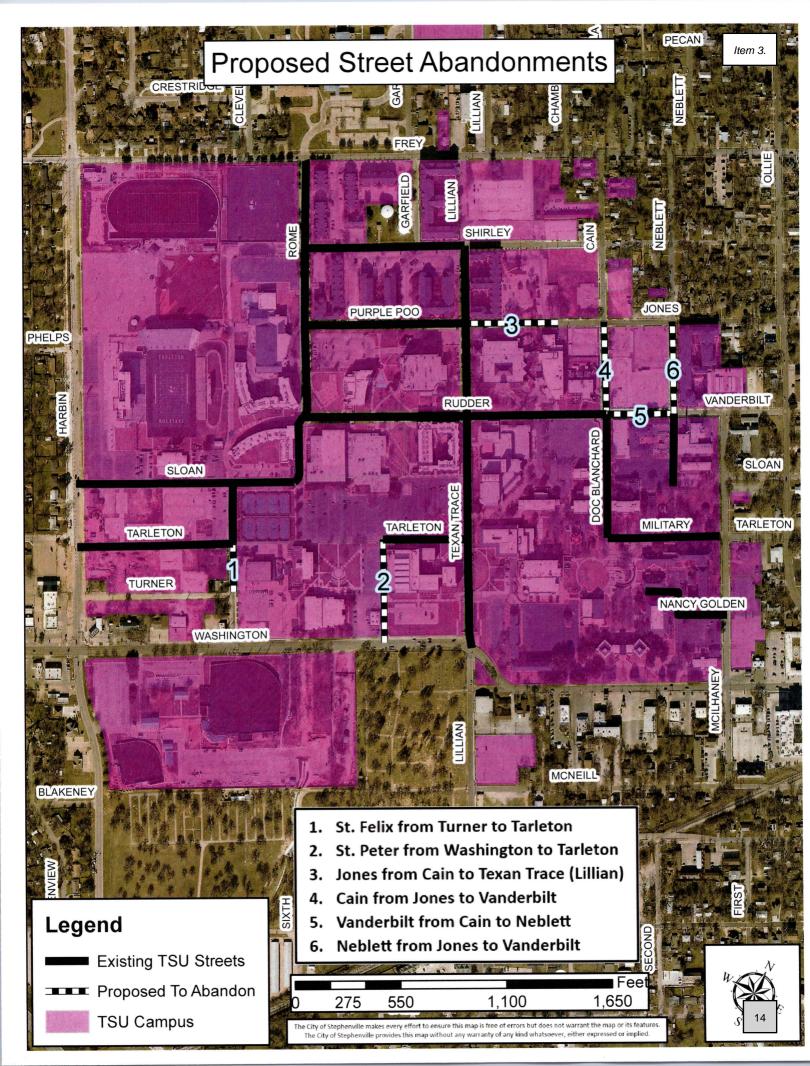
WHEREAS, It is appropriate for City staff to prepare the procedures for said closing and sale and to present same to the Planning and Zoning Commission and City Council;

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

That the City staff is authorized to prepare the procedures for closing a portion of Saint Peter Street as described above and to present same to the Planning and Zoning Commission and the City Council for action and to plan for the sale and of said closed street.

PASSED and APPROVED this 7<sup>th</sup> day of November 2023.

Attest:	Doug Svien, Mayor
Sarah Lockenour, City Secretary	
Reviewed by Jason King, City Manager	
Approved as to form and legality by Randy Thomas, City Attorney	



A RESOLUTION AUTHORIZING CITY STAFF TO PREPARE THE PROCEDURES FOR ABANDONING A PORTION OF JONES STREET AND TO PRESENT SAME TO THE PLANNING AND ZONING COMISSION AND CITY COUNCIL FOR ACTION AND TO PLAN FOR THE SALE OF SAID CLOSED STREET AS PROVIDED IN SECTION 95 CODE OF ORDINANCES AND CHAPTER 311 OF THE TEXAS TRANSPORTATION CODE

WHEREAS, the City of Stephenville has the authority under Section 95 of its Code Of Ordinances and Chapter 311 of the Texas Transportation Code to close and sell streets within its jurisdiction; and

WHEREAS, The City has deemed it necessary for future City development to abandon a portion of Jones Street, from North Cain Street to North Lillian Street; and

WHEREAS, The City Council has the authority and desire to initiate action to facilitate said closing and sale; and

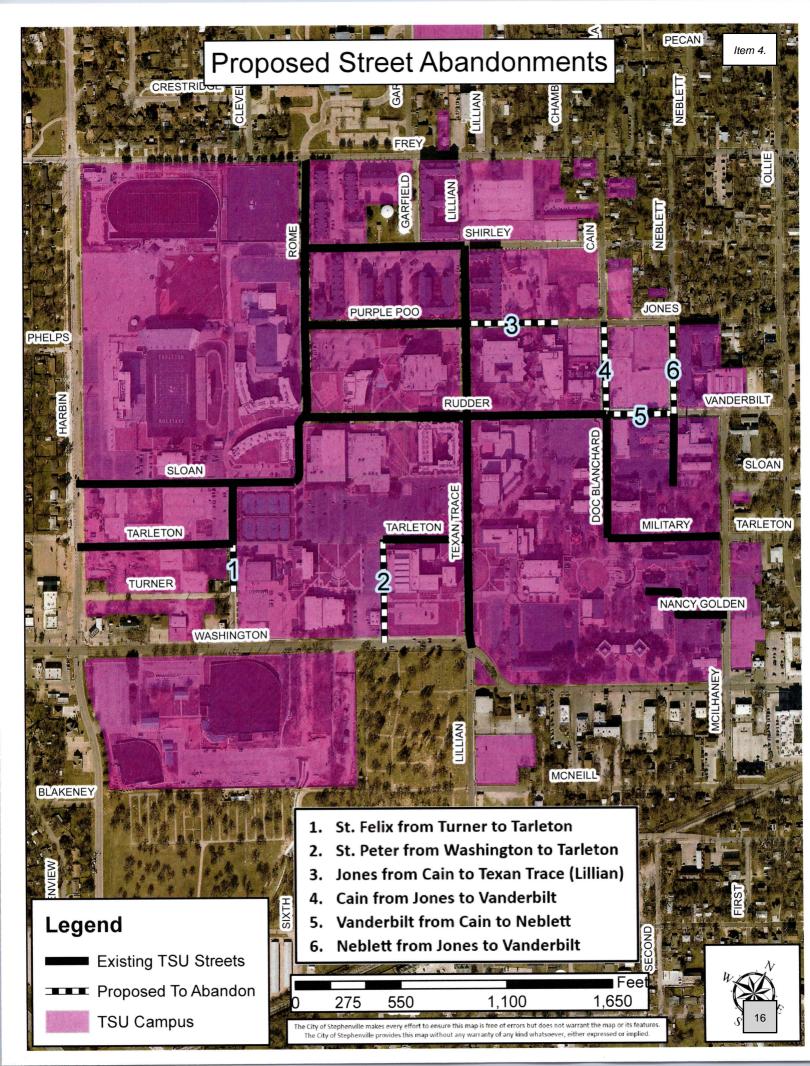
WHEREAS, It is appropriate for City staff to prepare the procedures for said closing and sale and to present same to the Planning and Zoning Commission and City Council;

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

That the City staff is authorized to prepare the procedures for closing a portion of Jones Street as described above and to present same to the Planning and Zoning Commission and the City Council for action and to plan for the sale and of said closed street.

PASSED and APPROVED this 7<sup>th</sup> day of November 2023.

Attest:	Doug Svien, Mayor
Sarah Lockenour, City Secretary	
Reviewed by Jason King, City Manager	
Approved as to form and legality by Randy Thomas, City Attorney	



A RESOLUTION AUTHORIZING CITY STAFF TO PREPARE THE PROCEDURES FOR ABANDONING A PORTION OF CAIN STREET AND TO PRESENT SAME TO THE PLANNING AND ZONING COMISSION AND CITY COUNCIL FOR ACTION AND TO PLAN FOR THE SALE OF SAID CLOSED STREET AS PROVIDED IN SECTION 95 CODE OF ORDINANCES AND CHAPTER 311 OF THE TEXAS TRANSPORTATION CODE

WHEREAS, the City of Stephenville has the authority under Section 95 of its Code Of Ordinances and Chapter 311 of the Texas Transportation Code to close and sell streets within its jurisdiction; and

WHEREAS, The City has deemed it necessary for future City development to abandon a portion of Cain Street, from West Jones Street to West Vanderbilt Street; and

WHEREAS, The City Council has the authority and desire to initiate action to facilitate said closing and sale; and

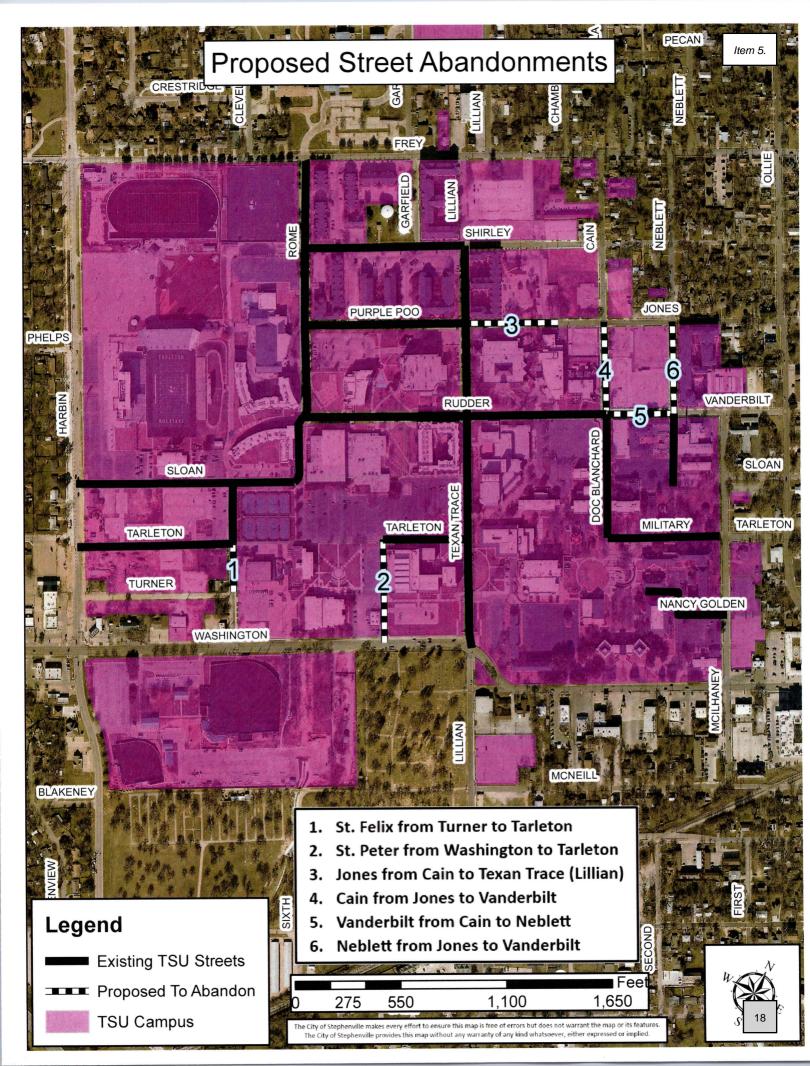
WHEREAS, It is appropriate for City staff to prepare the procedures for said closing and sale and to present same to the Planning and Zoning Commission and City Council;

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

That the City staff is authorized to prepare the procedures for closing a portion of Cain Street as described above and to present same to the Planning and Zoning Commission and the City Council for action and to plan for the sale and of said closed street.

PASSED and APPROVED this 7<sup>th</sup> day of November 2023.

Attest:	Doug Svien, Mayor
Sarah Lockenour, City Secretary	
Reviewed by Jason King, City Manager	
Approved as to form and legality by	



A RESOLUTION AUTHORIZING CITY STAFF TO PREPARE THE PROCEDURES FOR ABANDONING A PORTION OF VANDERBILT STREET AND TO PRESENT SAME TO THE PLANNING AND ZONING COMISSION AND CITY COUNCIL FOR ACTION AND TO PLAN FOR THE SALE OF SAID CLOSED STREET AS PROVIDED IN SECTION 95 CODE OF ORDINANCES AND CHAPTER 311 OF THE TEXAS TRANSPORTATION CODE

WHEREAS, the City of Stephenville has the authority under Section 95 of its Code Of Ordinances and Chapter 311 of the Texas Transportation Code to close and sell streets within its jurisdiction; and

WHEREAS, The City has deemed it necessary for future City development to abandon a portion of Vanderbilt Street, from North Cain Street to North Neblett Street; and

WHEREAS, The City Council has the authority and desire to initiate action to facilitate said closing and sale; and

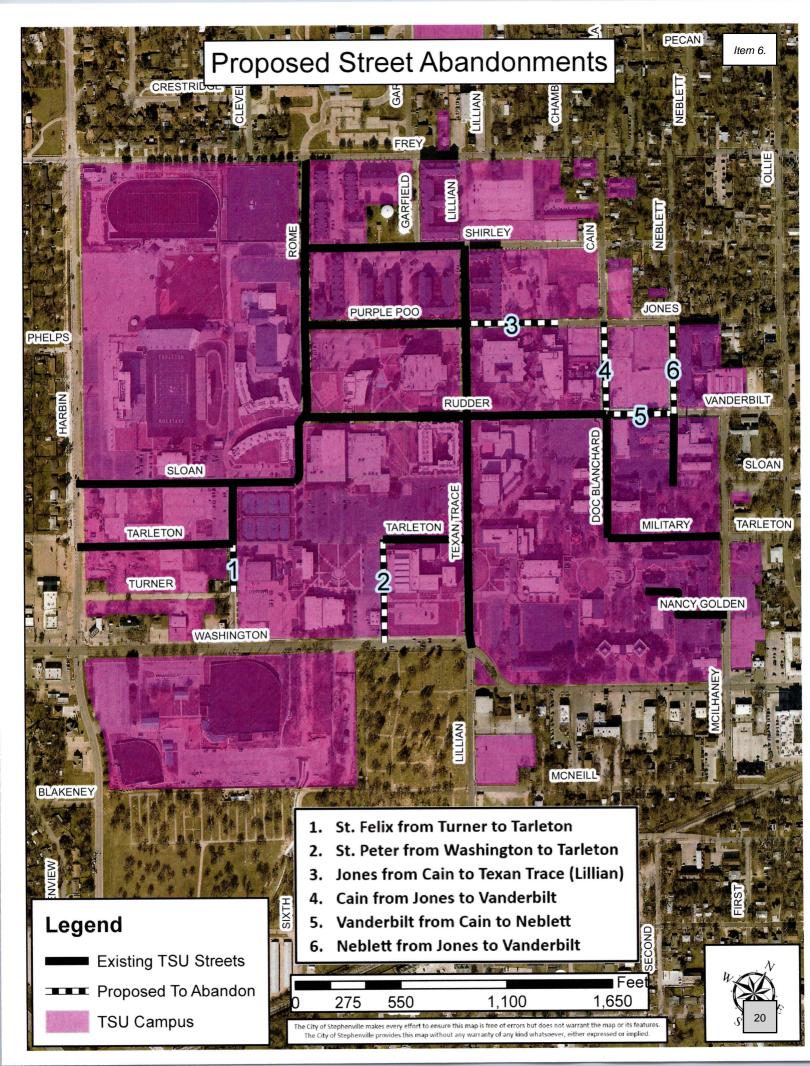
WHEREAS, It is appropriate for City staff to prepare the procedures for said closing and sale and to present same to the Planning and Zoning Commission and City Council;

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

That the City staff is authorized to prepare the procedures for closing a portion of Vanderbilt Street as described above and to present same to the Planning and Zoning Commission and the City Council for action and to plan for the sale and of said closed street.

PASSED and APPROVED this 7<sup>th</sup> day of November 2023.

Attest:	Doug Svien, Mayor
Sarah Lockenour, City Secretary	
Reviewed by Jason King, City Manager	
Approved as to form and legality by	



A RESOLUTION AUTHORIZING CITY STAFF TO PREPARE THE PROCEDURES FOR ABANDONING A PORTION OF NEBLETT STREET AND TO PRESENT SAME TO THE PLANNING AND ZONING COMISSION AND CITY COUNCIL FOR ACTION AND TO PLAN FOR THE SALE OF SAID CLOSED STREET AS PROVIDED IN SECTION 95 CODE OF ORDINANCES AND CHAPTER 311 OF THE TEXAS TRANSPORTATION CODE

WHEREAS, the City of Stephenville has the authority under Section 95 of its Code Of Ordinances and Chapter 311 of the Texas Transportation Code to close and sell streets within its jurisdiction; and

WHEREAS, The City has deemed it necessary for future City development to abandon a portion of Neblett Street, from West Jones Street to West Vanderbilt Street; and

WHEREAS, The City Council has the authority and desire to initiate action to facilitate said closing and sale; and

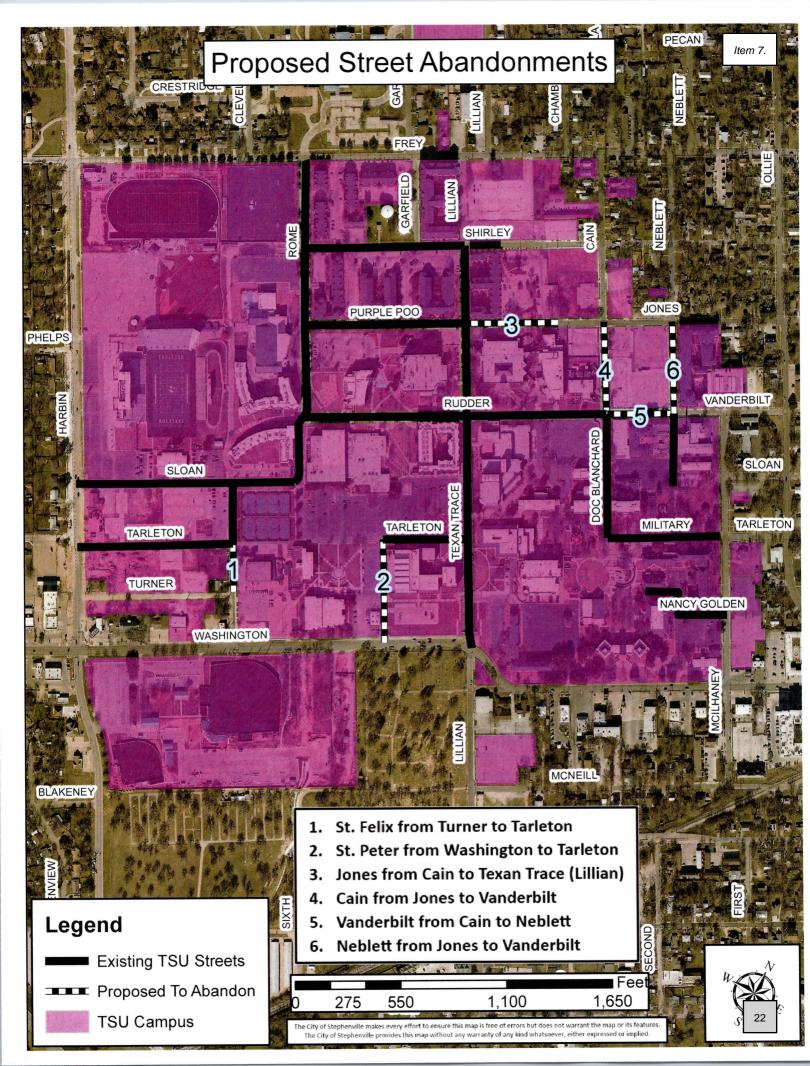
WHEREAS, It is appropriate for City staff to prepare the procedures for said closing and sale and to present same to the Planning and Zoning Commission and City Council;

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

That the City staff is authorized to prepare the procedures for closing a portion of Neblett Street as described above and to present same to the Planning and Zoning Commission and the City Council for action and to plan for the sale and of said closed street.

PASSED and APPROVED this 7<sup>th</sup> day of November 2023.

Attest:	Doug Svien, Mayor
Sarah Lockenour, City Secretary	
Reviewed by Jason King, City Manager	
Approved as to form and legality by	



# **STAFF REPORT**



SUBJECT: Case No.: PD2022-003 – UPDATE

Applicant Scott Allen, representing Stephenville Rentals LLC, pursuant to the requirements set forth by Section 154.08 of the City of Stephenville Zoning Ordinance, is presenting an update and requesting an extension of the development schedule for the Planned Development located at 157 W. Washington, Parcel R29179, being Block 5, Lot C of City Addition to the City of Stephenville, Earth County, Toyan

Addition to the City of Stephenville, Erath County, Texas.

**DEPARTMENT:** Development Services

**STAFF CONTACT:** Steve Killen, Director of Development Services

### **RECOMMENDATION:**

The Planning and Zoning Commission convened on October 18, 2023, and by a unanimous vote of 7/0, recommended the City Council approve the modified Development Schedule.

### **BACKGROUND:**

The Planning and Zoning Commission convened on June 15, 2022, and by a unanimous vote, recommended the City Council approve the rezoning request. Subsequently, on July 5, 2022, the City Council approved Ordinance No. 2022-O-20, rezoning the property from Downtown District (DT) to Planned Development District (PD).

City ordinance requires annual updates to the Commission.







### **DESCRIPTION OF REQUESTED ZONING**

Sec. 154.08. Planned development district (PD).

# 8.A Description.

(1) Planned development districts are designed for greater flexibility and discretion in the application of residential and non-residential zoning and for increased compatibility and the more effective mitigation of potentially adverse impacts on adjacent land than in possible under standard district

- regulations. It is recognized that it is desirable for certain areas of the city to be developed in accordance with development plans prepared and approved as a part of the ordinance authorizing the zoning necessary for the proposed development.
- (2) Improvements in a "PD" District are subject to conformance with a development plan approved by the City Council on Planning and Zoning Commission recommendation and after public hearing thereon. No development plan may increase gross density in excess of that allowed by the base district.
- **8.B Permitted Uses.** In a PD Development District, no land shall be used, and no building shall be installed, erected for/or converted to any use other than a hereinafter provided.

*NON-RESIDENTIAL PLANNED DEVELOPMENTS.* Considered appropriate where the following conditions prevail:

- (1) The project utilized innovative land development concepts and is consistent with the Comprehensive Land Use plan and the goals and objectives of the city;
- (2) Non-residential uses are situated such that an appreciable amount of land is available for open space or joint use as parking space and is integrated throughout the planned development;
- (3) The site exhibits environmentally natural features which should be considered for preservation and/or enhancement;
- (4) Aesthetic amenities may be provided in the planned development design which are not economically feasible to provide in conventional non-residential projects; and
- (5) The project provides a compatible transition between adjacent existing single-family residential projects and provides a compatible transition for the extension of future single-family projects into adjacent undeveloped areas.

RESIDENTIAL PLANNED DEVELOPMENT. Considered appropriate where the following conditions prevail:

- (1) The project utilized innovative land development concepts and is consistent with the Comprehensive Land Use plan and the goals and objectives of the city;
- (2) Dwelling units are situated such that an appreciable amount of land for open space is available and is integrated throughout the planned development;
- (3) The project utilizes an innovative approach in lot configuration and mixture of single-family housing types;
- (4) Higher densities than conventional single-family projects of the same acreage is achievable with appropriate buffering between existing conventional single-family developments and increased open space;
- (5) The site exhibits environmentally natural features which should be considered for preservation and/or enhancement;
- (6) Aesthetic amenities may be provided in the planned development design which are not economically feasible to provide in conventional single-family projects; and
- (7) The project provides a compatible transition between adjacent existing conventional single-family residential projects and provides a compatible transition for the extension of future conventional single-family projects into adjacent undeveloped areas.

#### 8.C Prohibited Uses.

(1) Any building erected or land used for other than the use shown on the Planned Development Site Plan, as approved by the City Council.

- (2) Any use of property that does not meet the required minimum lot size; front, side and rear yard dimensions; and/or lot width, or exceeds the maximum height, building coverage or density per gross acreage as shown in the development's recorded Planned Development Site Plan, as approved by City Council.
- (3) Any use deemed by the City Council as being detrimental to the health, safety or general welfare of the citizens of Stephenville.
- **8.D Ownership.** An application for approval of a Planned Development Plan under the Planned Development District regulations may be filed by a person having legal ownership of the property to be included in the Development Plan. In order to ensure unified planning and development of the property, the applicant shall provide evidence, in form satisfactory to the City Attorney, prior to final approval of the Development Plan, that the property is held in single ownership or is under single control. Land shall be deemed to be held in single ownership or under single control if it is in joint tenancy, tenancy in common, a partnership, a trust or a joint venture. The Development Plan shall be filed in the name(s) of the record owner(s) of the property, which shall be included in the application.

### 8.E Development Schedule.

- (1) An application for a Planned Development District shall be accompanied by a development schedule indicating the approximate date on which construction is expected to begin and the rate of anticipated development to completion. The development schedule, adopted and approved by the City Council, shall become part of the Planned Development Ordinance and shall be adhered to by the owner, developer and their assigns of successors in interest.
- (2) Annually, upon the anniversary date, or more frequently if required, the developer shall provide a written report to the Planning and Zoning Commission concerning the actual development accomplished as compared with the development schedule.
- (3) The Planning and Zoning Commission may, if in its opinion the owner or owners of the property are failing or have failed to meet the approved development schedule, initiate proceedings to amend the Official Zoning map or the Planned Development District by removing all or part of the Planned Development District from the Official Zoning Map and placing the area involved in another appropriate zoning district. After the recommendation of the Planning and Zoning commission and for good cause shown by the owner and developer, the City Council may extend the development schedule as may be indicated by the facts and conditions of the case.
- **8.F Plat Requirements.** No application for a building permit for the construction of a building or structure shall be approved unless a plat, meeting all requirement of the City of Stephenville has been approved by the City Council and recorded in the official records of Erath County.
- **8.G Concept Plan.** The applicant for any PD Planned Development shall submit a concept plan to the Planning and Zoning Commission for review prior to submitting a Development Plan. The concept plan shall contain appropriate information to describe the general land use configuration, proposed densities or lot sizes, proposed amenities and proposed regulation.
- **8.H Development Plan Approval Required.** No building permit or certificate of occupancy shall be issued and no use of land, buildings or structures shall be made in the "PD" District until the same has been approved as part of a development plan in compliance with the procedures, terms and conditions of this section of the ordinance.

### 8.I Approval Procedures.

- (1) An application for development plan approval shall be filed with the Director of Community Development accompanied by a development plan.
- (2) The procedures for hearing a request for a zoning change to "PD" shall be the same as for a requested change to any other district as set forth Section 20 of the Zoning Ordinance.

- (3) Any substantive revision to a development plan between the public hearing before the Planning and Zoning Commission and the public hearing before the City Council shall necessitate the development plan being referred back to the Planning and Zoning Commission for review and evaluation unless the revision constitutes a minor change as provided below, or the change was condition of the approval.
- (4) Any revisions to the development plan after the public hearing before the City Council shall be submitted to the Director of Community Development for distribution, review and written evaluation by city staff prior to submission to and approved by the City Council.
- (5) Minor changes to an approved development plan, which will not cause any of the following circumstances to occur, may be authorized by the Director of Community Development or his or her designee:
  - (a) A change in the character of the development;
  - (b) An increase in the gross floor areas in structures;
  - (c) An increase in the intensity of use;
  - (d) A reduction in the originally approved separations between buildings;
  - (e) Any adverse changes in traffic circulation, safety, drainage and utilities;
  - (f) Any adverse changes in such external effects on adjacent property as noise, heat, light, glare, vibration, height scale or proximity;
  - (g) A reduction in the originally approved setbacks from property lines;
  - (h) An increase in ground coverage by structures;
  - (i) A reduction in the ratio of off-street parking and loading space; and
  - (j) A change in the size, height, lighting or orientation of originally approved signs.
- (6) The decision of the Director of Community Development or his or her designee as to whether minor changes are being requested may be appealed to the Planning and Zoning Commission. Any change deemed not to be minor change, as indicated above, shall be processed as a new application in accordance with the provisions of this section and Section 20.1 of the Zoning Ordinance.
- **8.J Development Plan Requirements.** The development plan submitted in support of a request for development plan approval shall contain sufficient information delineating the characteristics of the site, changes in those characteristics as may be proposed by the development, how the development will relate to public services and facilities and what protection features are included to insure that the development will be compatible with existing and allowable development on adjacent property. The development plan shall show at least the following items of information:
  - (1) The location of all existing and planned non-single-family structures on the subject property;
  - (2) Landscaping lighting and/or fencing and/or screening of common areas;
  - (3) General locations of existing tree clusters, providing average size and number and indication of species;
  - (4) Location and detail of perimeter fencing if applicable;
  - (5) General description/location of ingress and egress with description of special pavement treatment if proposed;
  - (6) Off-street parking and loading facilities, and calculations showing how the quantities were obtained for all non single-family purposes;
  - (7) Height of all non-single-family structures;

- (8) Proposed uses;
- (9) Location and description of subdivision signage and landscaping at entrance areas;
- (10) Street names on proposed streets;
- (11) Proposed minimum area regulations including, set-backs, lot-sizes, widths, depths, side-yards, square footage or residential structures;
- (12) Indication of all development phasing and platting limits; and
- (13) Such additional terms and conditions, including design standards, as the Planning and Zoning Commission and the City Council deem necessary.

### 8.K Conditions for Development Plan Approval.

- (1) A development plan shall be approved only if all of the following conditions have been found during the review and process:
  - (a) That the uses will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values with the immediate vicinity;
  - (b) That the establishment of the use or uses will not impede the normal and orderly development and improvements of surrounding vacant property;
  - (c) That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
  - (d) That the design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
  - (e) That adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
  - (f) That directional lighting will be provided so as not to disturb or adversely affect neighboring properties.
- (2) In approving a development plan, the City Council may impose additional conditions necessary to protect the public interest and welfare of the community.
- **8.L Additional Conditions.** Every Planned Development District approved under the provisions of this Ordinance shall be considered as an amendment to the Ordinance applicable to the property involved. In an approved Planned Development District, the City Council may impose conditions relative to the standard of development, and such conditions shall be complied with before a certificate of occupancy is issued for the use of the land or any structure which is part of the Planned Development District; and such condition shall not be construed as conditions precedent to the approval of the zoning amendment, but shall be constructed as conditions precedent to the granting of a certificate of occupancy.

#### 8.M Revocation.

- (1) Approval of a development plan may be revoked or modified, after notice and hearing, for either of the following reasons:
  - (a) Approval was obtained or extended by fraud or deception; or
  - (b) That one or more of the conditions imposed by the City Council on the development plan has not been met or has been violated.
- (2) Development controls:
  - (a) The City Council may impose more restrictive requirements than those proposed in the development plan in order to minimize incompatibilities;

- (b) A "PD" District shall have a minimum lot area of not less than one acre under unified control;
- (c) The parking requirements of the Zoning Ordinance shall apply to all uses in the "PD" District unless otherwise specified on the development plan; and
- (d) "PD" provisions may vary setbacks with approval.

### **FACTORS TO CONSIDER:**

- Compliance with Comprehensive Plan?
- Is application consistent with Plan?
- If not, have conditions changed or new information been offered to support change?
- Surrounding Zoning and Land Use
- Infrastructure Impacts
- Size and Location of Parcel is land large enough and in proper location for proposed use?
- Reasonable Use of Property does proposed change provide reasonable use of property?
- Zoning has great discretion deny if applicant has not proven it is in the best interest of City to rezone

#### **ALTERNATIVES**

- 1) Accept the recommendation of the Planning and Zoning Commission and approve the modified Development Schedule.
- 2) Deny the modified Development Schedule. Such action will require the removal of all or part of the Planned Development and cause placement in another zoning district.

# STEPHENVILLE RENTALS, LLC.

#### **Site Development Projections For**

Jake Wilson Building 157 W. Washington, Stephenville, Texas 76401 Theo Bauer Building 171 W. Washington, Stephenville, Texas 76401

#### Note to Zoning Commission:

As you know these two projects have been pending for some time due to the fact that I need to secure the approval of both the Texas Historical Commission and the National Park Service in order to qualify the two projects for tax credit. The architect, John Beverly, has redrafted the plans several times to meet the varying requirements of the two regulatory agencies. We believe we are near the end of that process as the Texas Historical Commission has just approved the plans and forwarded them to the National Park Service for review and approval of the most current drafts of the plans.

The overall building plan is to remodel the building located at 157 W. Washington St. (Jake Wilson Building – NPS Project No. 42196) and complete it so that the beauty shop presently occupying 171 W. Washington St. (Theo Bauer Building – NPS Project No. 46099) can move into that building and not be put out of business. When that move is complete, the remodeling will start on the second building, the Theo Bauer Building, presently occupied by the beauty shop.

Based on the circumstances outlined above, the forecasted dates for the P.D. development of the two buildings are as follows:

#### 1. January 1, 2024

 Projected date of approval of plans and specifications for both 157 and 171 W. Washington buildings from Texas Historical Commission and the National Park Service

### 2. March 1, 2024

Projected date for commencement of construction of approved plans for Jake Wilson Building at 157
 W. Washington St.

#### 3. September 1, 2024

Projected date to complete construction and secure inspection of improvements approval from Texas
 Historical Commission and the National Park Service for 157 W. Washington St.

### 4. October 1, 2024

Projected date for commencement of construction of approved plans for Theo Bauer Building at 171
 W. Washington St.

#### 5. April 1, 2025

Projected date to complete construction and secure inspection of improvements approval from Texas
 Historical Commission and the National Park Service for 171 W. Washington St.

**NOTE:** It is my strong desire to complete both buildings being remodeled as soon as possible and I hope to be able to complete these projects earlier than the above forecasted dates.

Respectfully submitted

Scott Allen

ORDINANCE NO. 2023-O-	
-----------------------	--

AN ORDINANCE EXTENDING THE MODIFIED DEVELOPMENT SCHEDULE FOR A PLANNED DEVELOPMENT DISTRICT (PD).

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

The Planned Development District (PD) established on the following described tracts of land:

157 W. Washington, Parcel R29179, being Block 5, Lot C of City Addition to the City of Stephenville, Erath County, Texas

is subject to the following development schedule and all of the terms and conditions set out as follows in Exhibit A.

**PASSED AND APPROVED** on the 7<sup>th</sup> day of November 2023.

ATTEST:	Doug Svien, Mayor	
Sarah Lockenour, City Secretary		
Reviewed by Jason King, City Manager		
Approved as to form and legality by		

#### Exhibit A

#### STEPHENVILLE RENTALS, LLC.

# Site Development Projections For Jake Wilson Building 157 W. Washington, Stephenville, Texas 76401 Theo Bauer Building 171 W. Washington, Stephenville, Texas 76401

#### Note to Zoning Commission:

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The overall building plan is to remodel the building located at 157 W. Washington St. (Jake Wilson Building – NPS Project No. 42196) and complete it so that the beauty shop presently occupying 171 W. Washington St. (Theo Bauer Building – NPS Project No. 46099) can move into that building and not be put out of business. When that move is complete, the remodeling will start on the second building, the Theo Bauer Building, presently occupied by the beauty shop.

Based on the circumstances outlined above, the forecasted dates for the P.D. development of the two buildings are as follows:

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Projected date for commencement of construction of approved plans for Jake Wilson Building at 157
 W. Washington St.

#### 3. September 1, 2024

Projected date to complete construction and secure inspection of improvements approval from Texas
 Historical Commission and the National Park Service for 157 W. Washington St.

### 4. October 1, 2024

Projected date for commencement of construction of approved plans for Theo Bauer Building at 171 W. Washington St.

#### 5. April 1, 2025

Projected date to complete construction and secure inspection of improvements approval from Texas Historical Commission and the National Park Service for 171 W. Washington St.

**NOTE:** It is my strong desire to complete both buildings being remodeled as soon as possible and I hope to be able to complete these projects earlier than the above forecasted dates.

Respectfully submitted,

Scott Allen

# **STAFF REPORT**



SUBJECT: Case No.: PD2022-004 - UPDATE

Applicant Scott Allen, representing Stephenville Rentals LLC, pursuant to the requirements set forth by Section 154.08 of the City of Stephenville Zoning Ordinance, is presenting an update and requesting an extension of the development schedule for the Planned Development located at 171 W. Washington, Parcel R29178, being Block 5, Lot B of City

Addition to the City of Stephenville, Erath County, Texas.

**DEPARTMENT:** Development Services

**STAFF CONTACT:** Steve Killen, Director of Development Services

#### **RECOMMENDATION:**

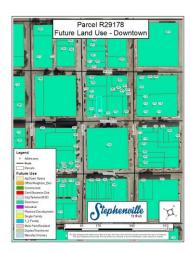
The Planning and Zoning Commission convened on October 18, 2023, and by a unanimous vote of 7/0, recommended the City Council approve the modified Development Schedule.

# **BACKGROUND:**

The Planning and Zoning Commission convened on June 15, 2022, and by a unanimous vote, recommended the City Council approve the rezoning request. Subsequently, on July 5, 2022, the City Council approved Ordinance No. 2022-O-21, rezoning the property from Downtown District (DT) to Planned Development District (PD).

City ordinance requires annual updates to the Commission.







### **DESCRIPTION OF REQUESTED ZONING**

Sec. 154.08. Planned development district (PD).

#### 8.A Description.

(1) Planned development districts are designed for greater flexibility and discretion in the application of residential and non-residential zoning and for increased compatibility and the more effective mitigation of potentially adverse impacts on adjacent land than in possible under standard district regulations. It is recognized that it is desirable for certain areas of the city to be developed in

- accordance with development plans prepared and approved as a part of the ordinance authorizing the zoning necessary for the proposed development.
- (2) Improvements in a "PD" District are subject to conformance with a development plan approved by the City Council on Planning and Zoning Commission recommendation and after public hearing thereon. No development plan may increase gross density in excess of that allowed by the base district.
- **8.B Permitted Uses.** In a PD Development District, no land shall be used, and no building shall be installed, erected for/or converted to any use other than a hereinafter provided.

*NON-RESIDENTIAL PLANNED DEVELOPMENTS.* Considered appropriate where the following conditions prevail:

- (1) The project utilized innovative land development concepts and is consistent with the Comprehensive Land Use plan and the goals and objectives of the city;
- (2) Non-residential uses are situated such that an appreciable amount of land is available for open space or joint use as parking space and is integrated throughout the planned development;
- (3) The site exhibits environmentally natural features which should be considered for preservation and/or enhancement;
- (4) Aesthetic amenities may be provided in the planned development design which are not economically feasible to provide in conventional non-residential projects; and
- (5) The project provides a compatible transition between adjacent existing single-family residential projects and provides a compatible transition for the extension of future single-family projects into adjacent undeveloped areas.

RESIDENTIAL PLANNED DEVELOPMENT. Considered appropriate where the following conditions prevail:

- (1) The project utilized innovative land development concepts and is consistent with the Comprehensive Land Use plan and the goals and objectives of the city;
- (2) Dwelling units are situated such that an appreciable amount of land for open space is available and is integrated throughout the planned development;
- (3) The project utilizes an innovative approach in lot configuration and mixture of single-family housing types;
- (4) Higher densities than conventional single-family projects of the same acreage is achievable with appropriate buffering between existing conventional single-family developments and increased open space;
- (5) The site exhibits environmentally natural features which should be considered for preservation and/or enhancement;
- (6) Aesthetic amenities may be provided in the planned development design which are not economically feasible to provide in conventional single-family projects; and
- (7) The project provides a compatible transition between adjacent existing conventional single-family residential projects and provides a compatible transition for the extension of future conventional single-family projects into adjacent undeveloped areas.

#### 8.C Prohibited Uses.

- (1) Any building erected or land used for other than the use shown on the Planned Development Site Plan, as approved by the City Council.
- (2) Any use of property that does not meet the required minimum lot size; front, side and rear yard dimensions; and/or lot width, or exceeds the maximum height, building coverage or density per

- gross acreage as shown in the development's recorded Planned Development Site Plan, as approved by City Council.
- (3) Any use deemed by the City Council as being detrimental to the health, safety or general welfare of the citizens of Stephenville.
- **8.D Ownership.** An application for approval of a Planned Development Plan under the Planned Development District regulations may be filed by a person having legal ownership of the property to be included in the Development Plan. In order to ensure unified planning and development of the property, the applicant shall provide evidence, in form satisfactory to the City Attorney, prior to final approval of the Development Plan, that the property is held in single ownership or is under single control. Land shall be deemed to be held in single ownership or under single control if it is in joint tenancy, tenancy in common, a partnership, a trust or a joint venture. The Development Plan shall be filed in the name(s) of the record owner(s) of the property, which shall be included in the application.

#### 8.E Development Schedule.

- (1) An application for a Planned Development District shall be accompanied by a development schedule indicating the approximate date on which construction is expected to begin and the rate of anticipated development to completion. The development schedule, adopted and approved by the City Council, shall become part of the Planned Development Ordinance and shall be adhered to by the owner, developer and their assigns of successors in interest.
- (2) Annually, upon the anniversary date, or more frequently if required, the developer shall provide a written report to the Planning and Zoning Commission concerning the actual development accomplished as compared with the development schedule.
- (3) The Planning and Zoning Commission may, if in its opinion the owner or owners of the property are failing or have failed to meet the approved development schedule, initiate proceedings to amend the Official Zoning map or the Planned Development District by removing all or part of the Planned Development District from the Official Zoning Map and placing the area involved in another appropriate zoning district. After the recommendation of the Planning and Zoning commission and for good cause shown by the owner and developer, the City Council may extend the development schedule as may be indicated by the facts and conditions of the case.
- **8.F Plat Requirements.** No application for a building permit for the construction of a building or structure shall be approved unless a plat, meeting all requirement of the City of Stephenville has been approved by the City Council and recorded in the official records of Erath County.
- **8.G Concept Plan.** The applicant for any PD Planned Development shall submit a concept plan to the Planning and Zoning Commission for review prior to submitting a Development Plan. The concept plan shall contain appropriate information to describe the general land use configuration, proposed densities or lot sizes, proposed amenities and proposed regulation.
- **8.H Development Plan Approval Required.** No building permit or certificate of occupancy shall be issued and no use of land, buildings or structures shall be made in the "PD" District until the same has been approved as part of a development plan in compliance with the procedures, terms and conditions of this section of the ordinance.

#### 8.I Approval Procedures.

- (1) An application for development plan approval shall be filed with the Director of Community Development accompanied by a development plan.
- (2) The procedures for hearing a request for a zoning change to "PD" shall be the same as for a requested change to any other district as set forth Section 20 of the Zoning Ordinance.
- (3) Any substantive revision to a development plan between the public hearing before the Planning and Zoning Commission and the public hearing before the City Council shall necessitate the

- development plan being referred back to the Planning and Zoning Commission for review and evaluation unless the revision constitutes a minor change as provided below, or the change was condition of the approval.
- (4) Any revisions to the development plan after the public hearing before the City Council shall be submitted to the Director of Community Development for distribution, review and written evaluation by city staff prior to submission to and approved by the City Council.
- (5) Minor changes to an approved development plan, which will not cause any of the following circumstances to occur, may be authorized by the Director of Community Development or his or her designee:
  - (a) A change in the character of the development;
  - (b) An increase in the gross floor areas in structures;
  - (c) An increase in the intensity of use;
  - (d) A reduction in the originally approved separations between buildings;
  - (e) Any adverse changes in traffic circulation, safety, drainage and utilities;
  - (f) Any adverse changes in such external effects on adjacent property as noise, heat, light, glare, vibration, height scale or proximity;
  - (g) A reduction in the originally approved setbacks from property lines;
  - (h) An increase in ground coverage by structures;
  - (i) A reduction in the ratio of off-street parking and loading space; and
  - (j) A change in the size, height, lighting or orientation of originally approved signs.
- (6) The decision of the Director of Community Development or his or her designee as to whether minor changes are being requested may be appealed to the Planning and Zoning Commission. Any change deemed not to be minor change, as indicated above, shall be processed as a new application in accordance with the provisions of this section and Section 20.1 of the Zoning Ordinance.
- **8.J Development Plan Requirements.** The development plan submitted in support of a request for development plan approval shall contain sufficient information delineating the characteristics of the site, changes in those characteristics as may be proposed by the development, how the development will relate to public services and facilities and what protection features are included to insure that the development will be compatible with existing and allowable development on adjacent property. The development plan shall show at least the following items of information:
  - (1) The location of all existing and planned non-single-family structures on the subject property;
  - (2) Landscaping lighting and/or fencing and/or screening of common areas;
  - (3) General locations of existing tree clusters, providing average size and number and indication of species;
  - (4) Location and detail of perimeter fencing if applicable;
  - (5) General description/location of ingress and egress with description of special pavement treatment if proposed;
  - (6) Off-street parking and loading facilities, and calculations showing how the quantities were obtained for all non single-family purposes;
  - (7) Height of all non-single-family structures;
  - (8) Proposed uses;
  - (9) Location and description of subdivision signage and landscaping at entrance areas;

- (10) Street names on proposed streets;
- (11) Proposed minimum area regulations including, set-backs, lot-sizes, widths, depths, side-yards, square footage or residential structures;
- (12) Indication of all development phasing and platting limits; and
- (13) Such additional terms and conditions, including design standards, as the Planning and Zoning Commission and the City Council deem necessary.

# 8.K Conditions for Development Plan Approval.

- (1) A development plan shall be approved only if all of the following conditions have been found during the review and process:
  - (a) That the uses will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values with the immediate vicinity;
  - (b) That the establishment of the use or uses will not impede the normal and orderly development and improvements of surrounding vacant property;
  - (c) That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
  - (d) That the design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
  - (e) That adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
  - (f) That directional lighting will be provided so as not to disturb or adversely affect neighboring properties.
- (2) In approving a development plan, the City Council may impose additional conditions necessary to protect the public interest and welfare of the community.
- **8.L Additional Conditions.** Every Planned Development District approved under the provisions of this Ordinance shall be considered as an amendment to the Ordinance applicable to the property involved. In an approved Planned Development District, the City Council may impose conditions relative to the standard of development, and such conditions shall be complied with before a certificate of occupancy is issued for the use of the land or any structure which is part of the Planned Development District; and such condition shall not be construed as conditions precedent to the approval of the zoning amendment, but shall be constructed as conditions precedent to the granting of a certificate of occupancy.

#### 8.M Revocation.

- (1) Approval of a development plan may be revoked or modified, after notice and hearing, for either of the following reasons:
  - (a) Approval was obtained or extended by fraud or deception; or
  - (b) That one or more of the conditions imposed by the City Council on the development plan has not been met or has been violated.
- (2) Development controls:
  - (a) The City Council may impose more restrictive requirements than those proposed in the development plan in order to minimize incompatibilities;
  - (b) A "PD" District shall have a minimum lot area of not less than one acre under unified control;

- (c) The parking requirements of the Zoning Ordinance shall apply to all uses in the "PD" District unless otherwise specified on the development plan; and
- (d) "PD" provisions may vary setbacks with approval.

#### **FACTORS TO CONSIDER:**

- Compliance with Comprehensive Plan?
- Is application consistent with Plan?
- If not, have conditions changed or new information been offered to support change?
- Surrounding Zoning and Land Use
- Infrastructure Impacts
- Size and Location of Parcel is land large enough and in proper location for proposed use?
- Reasonable Use of Property does proposed change provide reasonable use of property?
- Zoning has great discretion deny if applicant has not proven it is in the best interest of City to rezone

#### **ALTERNATIVES**

- 1) Accept the recommendation of the Planning and Zoning Commission and approve the modified Development Schedule.
- 2) Deny the modified Development Schedule. Such action will require the removal of all or part of the Planned Development and cause placement in another zoning district.

#### STEPHENVILLE RENTALS, LLC.

#### **Site Development Projections For**

Jake Wilson Building 157 W. Washington, Stephenville, Texas 76401 Theo Bauer Building 171 W. Washington, Stephenville, Texas 76401

#### Note to Zoning Commission:

As you know these two projects have been pending for some time due to the fact that I need to secure the approval of both the Texas Historical Commission and the National Park Service in order to qualify the two projects for tax credit. The architect, John Beverly, has redrafted the plans several times to meet the varying requirements of the two regulatory agencies. We believe we are near the end of that process as the Texas Historical Commission has just approved the plans and forwarded them to the National Park Service for review and approval of the most current drafts of the plans.

The overall building plan is to remodel the building located at 157 W. Washington St. (Jake Wilson Building – NPS Project No. 42196) and complete it so that the beauty shop presently occupying 171 W. Washington St. (Theo Bauer Building – NPS Project No. 46099) can move into that building and not be put out of business. When that move is complete, the remodeling will start on the second building, the Theo Bauer Building, presently occupied by the beauty shop.

Based on the circumstances outlined above, the forecasted dates for the P.D. development of the two buildings are as follows:

#### 1. January 1, 2024

 Projected date of approval of plans and specifications for both 157 and 171 W. Washington buildings from Texas Historical Commission and the National Park Service

#### 2. March 1, 2024

Projected date for commencement of construction of approved plans for Jake Wilson Building at 157
 W. Washington St.

#### 3. September 1, 2024

Projected date to complete construction and secure inspection of improvements approval from Texas
 Historical Commission and the National Park Service for 157 W. Washington St.

#### 4. October 1, 2024

Projected date for commencement of construction of approved plans for Theo Bauer Building at 171
 W. Washington St.

#### 5. April 1, 2025

Projected date to complete construction and secure inspection of improvements approval from Texas
 Historical Commission and the National Park Service for 171 W. Washington St.

**NOTE:** It is my strong desire to complete both buildings being remodeled as soon as possible and I hope to be able to complete these projects earlier than the above forecasted dates.

Respectfully submitted

Scott Allen

<b>ORDINANCE NO.</b>	. 2023-0-
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AN ORDINANCE EXTENDING THE MODIFIED DEVELOPMENT SCHEDULE FOR A PLANNED DEVELOPMENT DISTRICT (PD).

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

The Planned Development District (PD) established on the following described tracts of land:

171 W. Washington, Parcel R29178, Being Block 5, Lot B of City Addition to the City of Stephenville, Erath County, Texas

is subject to the following development schedule and all of the terms and conditions set out as follows in Exhibit A.

**PASSED AND APPROVED** on the 7<sup>th</sup> day of November 2023.

ATTEST:	Doug Svien, Mayor	
Sarah Lockenour, City Secretary		
Reviewed by Jason King, City Manager		
Approved as to form and legality by		

Randy Thomas, City Attorney

#### STEPHENVILLE RENTALS, LLC.

#### Site Development Projections For

Jake Wilson Building 157 W. Washington, Stephenville, Texas 76401 Theo Bauer Building 171 W. Washington, Stephenville, Texas 76401

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 Historical Commission and the National Park Service for 171 W. Washington St.

**NOTE:** It is my strong desire to complete both buildings being remodeled as soon as possible and I hope to be able to complete these projects earlier than the above forecasted dates.

Respectfully submitted,

Scott Allen

#### **Public Works Committee**

#### **COMMITTEE REPORT**



MEETING: Public Works Committee Meeting – 17 OCT 2023

**Present:** P8 Mark McClinton, Chair; P2 Justin Haschke; P6 David Baskett

Absent: P1 LeAnn Durfey
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

Agenda Item 5: Proposed Amendment to the Household Hazardous Waste Agreement

with the City of Fort Worth Environmental Collection Center

**Discussion:** The First Amendment to the Household Hazardous Waste Agreement with the City of Fort Worth

Environmental Collection Center (ECC) was discussed. It was noted that paint, oils, household cleaners, batteries, herbicides, and insecticides are the most common types of items disposed of at annual events. The ECC has proposed to raise the cost from \$50 per voucher to \$95 per voucher and the cost will be controlled by the number of vouchers issued. It was confirmed that the adopted

budget includes funds for this program.

Committee Action: Following discussion, a motion was made by Mr. Baskett, seconded by Mr. Haschke, to forward a

positive recommendation to the full council to approve the First Amendment as presented.

**Recommendation:** The committee voted unanimously to forward a positive recommendation to the full council to

approve the First Amendment to the Interlocal Agreement with the City of Fort Worth Environmental Collection Center for the Household Hazardous Waste Program as presented.

#### Agenda Item 6: Professional Services Proposal from IEA for Riverside Drive Stormwater Improvements

**Discussion:** The proposal from IEA, Inc. to design the stormwater improvements along Riverside Drive was

discussed. The project would install stormwater inlets as well as a ditch to control stormwater runoff in the area. It was noted that the funds were approved in the adopted FY23-24 budget. It was noted that the proposed design cost was less than the estimated budget amount and the

project should be designed within an approximate 60-day timeframe.

Committee Action: Following discussion, a motion was made by Mr. Haschke, seconded by Mr. Baskett, to forward a

positive recommendation to the full council to approve the proposal as presented.

Recommendation: The committee voted unanimously to forward a positive recommendation to the full council to

approve the professional services proposal with IEA for the Riverside Drive Stormwater

Improvements as presented.

#### Agenda Item 7: Professional Services Proposal from Provenance Engineering for WWTP Capital Projects

**Discussion:** The proposal from Provenance Engineering to design equipment replacements at the wastewater

treatment plant was discussed. It was noted that the 12-month design, and 12-month construction timeframes are conservative to provide a buffer for unforeseen supply chain issues with equipment procurement. It was noted that the design and estimated construction costs are approximately \$20,000 under the amount allocated in the FY23-24 adopted budget. It should be noted that there

are also contingencies built into the estimated construction cost numbers.

Committee Action: Following discussion, a motion was made by Mr. Baskett, seconded by Mr. Haschke, to forward a

positive recommendation to the full council to approve the proposal as presented.

Recommendation: The committee voted unanimously to forward a positive recommendation to the full council to

approve the professional services proposal as presented.

#### STAFF REPORT



**SUBJECT:** Riverside Drainage Improvements Project - Professional Services Agreement

**MEETING:** Public Works Committee Meeting – 17 OCT 2023

**DEPARTMENT:** Public Works **STAFF CONTACT:** Nick Williams

#### **RECOMMENDATION:**

Staff recommends entering into a professional services agreement with the engineering firm IEA, Inc. for the budgeted design of the Riverside Drainage Improvements Project.

#### **BACKGROUND:**

In order to secure a utility easement for the Eastside Sewer project, the city agreed to improve the stormwater drainage in the area near the confluence of Riverside Drive, Clifton Street, and Glen Rose Road. The Riverside Drainage Improvements Project serves to install stormwater inlets and a dedicated drainage ditch to alleviate area flooding.

#### **PROPOSAL:**

A professional services proposal has been received from IEA, Inc. to provide topographic survey, plans, and detailed technical specifications for stormwater drainage improvements along Riverside Drive.

The proposal provides for approximately 60 calendar days to complete the design. A copy of the proposal is attached to this staff report.

#### **FISCAL IMPACT SUMMARY:**

The total project cost was approved in the FY23-24 budget totaling \$525,000 with \$75,000 allocated for professional engineering services and \$450,000 allocated for construction.

The proposed agreement provides for the preparation of construction drawings and detailed project specifications for \$53,586.99.

#### **ALTERNATIVES:**

The following alternatives are provided for consideration:

1. Solicit a different firm to provide the professional services.

#### **ADVANTAGES:**

Approval of the agreement remains within the approved, allocated budget.

#### **DISADVANTAGES:**

There are no foreseen disadvantages to proceeding as proposed.

#### **ATTACHMENTS:**

Riverside Drainage Improvements Project – IEA, Inc. Professional Services Agreement

### PROFESSIONAL SERVICES AGREEMENT

The City of Stephenville, Texas (the "City"), hereby engages IEA, Inc. (the "Consultant"), to perform professional services in connection with drainage design (the "Project").

#### 1. PROJECT. The Project is described as follows:

Develop plans for the construction of new drainage inlets, culverts, and channels between Riverside Drive and SH 108 in Stephenville, TX. Project location and concept design of drainage improvements is included as Attachment "B".

#### 2. SCOPE OF SERVICES.

#### Task 01. Data Collection & Coordination

- a. 2 Meetings and Coordination with City and Stakeholders (assume 1-hr/ea)
- b. Obtain and Review Freese and Nichols Hydraulic Study

#### Task 02. Construction Documents

- a. Preliminary Construction Design Plans (60%) for the Construction of new drainage structures to carry runoff from the North side of Riverside Dr to the outfall East of SH 108 as shown in Attachment B. Preliminary construction documents are provided for plans viable review by the City and contractor pricing.
- b. Final Design Plans for the Construction of new drainage structures to carry runoff from the North side of Riverside Dr to the outfall East of SH 108 as shown in Attachment B. Plans include construction quantities, plan and profile sheets for all culverts and channels, necessary details and relevant TxDOT Standards.
- c. Specifications (TxDOT/ADS) & Revised Opinion of Probable Cost (OPC)

#### Task 03. Topographic Survey (To be provided by Subconsultant)

- a. Topographic Survey of Site (25' foot grid of entire project area, with priority areas at inlet and headwall locations at 10' grid), TBM's and PDF and CAD deliverables.
- b. Coordination with subconsultant to send/receive project deliverables.

#### 3. EXCEPTIONS/LIMITATIONS/SERVICES NOT INCLUDED IN THIS CONTRACT:

- A. Utility Conflict Matrix
- B. Adverse Impacts Analysis
- C. Construction Phase Services
- D. Environmental Evaluation or Permitting Services
- E. LOMR/CLOMR Floodplain Services
- F. Tree Mitigation Plan or Lanscaping Plan
- G. Subsurface Utility Engineering

- H. Construction Inspection Services
- I. Traffic Control Plan & Phasing
- 4. COMPENSATION. The total fee for services provided under this Agreement shall not exceed fifty-three thousand five hundred eighty-six dollars and ninety-nine cents (\$53,586.99), in accordance with Attachment "C.". Invoicing for this project will be done Lump Sum at the completion of each Task noted in the Table of Deliverables

Invoices shall be submitted by cover letter from the Consultant project representative. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest. Invoices shall be based on percentage of work completed per identifiable unit of work. The City agrees to make prompt payments for all approved invoices and agrees to pay interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval.

- 5. INSURANCE. The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment "A." All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.
- 6. REUSE OF DOCUMENTS. All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.
- 7. OWNERSHIP OF DOCUMENTS. Original documents, plans, designs, reports, and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.
- 8. THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, TO THE EXTENT THAT SUCH DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL

TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR ITS AGENT, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE DUTY TO DEFEND SHALL NOT APPLY IN THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF. FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, OR SUBCONSULTANT) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED BY CONSULTANT IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

- 9. TIME OF COMPLETION. A project schedule, shown in Attachment "D" is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.
- **10. TERMINATION.** This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except those outlined in Paragraphs 5, 6 and 7 above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
- 11. **CONFIDENTIAL INFORMATION.** To the extent allowed by law, the City will safeguard and keep from release any documents marked "proprietary" or information not generally available to the public. However, the City will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.
- 12. INDEPENDENT CONTRACTOR. Consultant shall be considered an independent contractor and not an agent, servant, employee, or representative of the City in the performance of the work and Services. No term or provision herein or act of the City shall be construed as changing that status.
- 13. ADVERTISING. Consultant shall not advertise or publish, without the City's prior consent, the fact that the Consultant has entered into this Agreement, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 14. NOTICE. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service,

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Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the address thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Consultant, to: IEA, Inc.

Attn: Shakeel Ahmed 18383 Preston Road, #500

Dallas, Texas 75252

If to City, to: City of Stephenville

Attn: Nick Williams, Director of Public

Works

298 West Washington Street Stephenville, Texas 76401

- **15. GOVERNING LAW AND VENUE.** This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Erath County, Texas.
- **16. GOVERNMENTAL IMMUNITY.** Unless otherwise required under the law, the Parties agree that the City has not waived its governmental immunity by entering into and performing their obligations under this Agreement.
- **17. ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
- **18. COMPLIANCE WITH LAWS.** The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.
- 19. PROTECTION OF RESIDENT WORKERS. The City of Stephenville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (1-9) for every worker performing services under the Contract Documents. The audit will be at the City's expense.
- 20. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C. §1324a). The City of Stephenville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation

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of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.

- 21. ADA COMPLIANCE. All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.
- 22. SUCCESSORS AND ASSIGNS; ASSIGNMENT. The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other, and assignment without such consent shall be void. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.
- 23. REPRESENTATIONS. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- **24. MISCELLANEOUS DRAFTING PROVISIONS.** This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- 25. FORCE MAJEURE. If by reason of Force Majeure, the Consultant shall be rendered unable wholly or in part to carry out its obligations under this Agreement then the Consultant shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the Consultant, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean any contingency or cause beyond the reasonable control of the Consultant created by acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions (unless caused by acts or omissions of the Consultant), fire, explosion or flood, strikes; provided, however, that (a) the event giving rise to Force Majeure was not caused by the act or omission of the Consultant and makes the performance of any obligation created under this Agreement illegal or impossible; and (b) the Consultant gives reasonable notice of the event giving rise to Force Majeure and exercises all reasonable diligence to remove the cause of Force Majeure.

26. DISCLOSURE. Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Stephenville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at <a href="ethics.state.tx.us">ethics.state.tx.us</a>, must be filed with the City Secretary of the City of Stephenville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Stephenville or submits to the City of Stephenville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Stephenville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Said person should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Stephenville to comply with the filing requirements of Chapter 176.

- **27. TEXAS GOVERNMENT CODE CHAPTER 2252.** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.
- 28. TEXAS GOVERNMENT CODE CHAPTER 2271. Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.00 I; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Consultant employs fewer than ten (I 0) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.
- **29. TEXAS GOVERNMENT CODE CHAPTER 2274.** Pursuant to Texas Government Code Chapter 2274, Consultant verifies the following:
  - A. Consultant: (I) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.
  - B. Consultant: (1) 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 that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274.

**30. PERFORMANCE:** In compliance with Texas Local Government Code 271.904, the Consultant agrees to perform the services outlined herein with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar

- circumstances and professional license; and to perform the services outlined herein as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, under the project schedule as referenced in this Agreement.
- 31. ENTIRE AGREEMENT. This Agreement and its exhibits contain the entire agreement of the parties with respect to the matter contained herein. All provisions of this Agreement shall be strictly complied with and conformed to by the Consultant, and no amendment to the Agreement shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement except as specifically provided for in such amendment.
- **32. CLOSURE.** By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

CITY: STEPHENVILLE, TEXAS 298 West Washington Street Stephenville, Texas 76401

Approved by the City of Stephenville

By:	
Date:	_
CONSULTANT: IEA, Inc. 101 Summit Ave. Ste 803 Fort Worth, Texas 76102	
Ву:	
Data	



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (		
9/	Item	13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

001/504050		557701011	
		INSURER F:	
NSURED IEA, Inc. 18383 Preston Road Suite 500 Dallas TX 75252		INSURER E: QBE Specialty Insurance Company	11515
		INSURER D : Sentinel Insurance Company, Ltd	11000
		INSURER c : Hartford Casualty Insurance Company	29424
	IEAINC0-01	INSURER B : Trumbull Insurance Company	27120
		INSURER A: Hartford Fire Insurance Company	19682
		INSURER(S) AFFORDING COVERAGE	NAIC#
Bulverde TX 78163	JZ	E-MAIL ADDRESS: service@ib-tx.com	
PRODUCER IBTX Risk Services 32335 US Hwy 281 N., Suite #102	12	PHONE (A/C, No, Ext): 214-989-7100	FAX (A/C, No): 210-696-8414
		CONTACT NAME: Chelly Cole	
		CONTACT	

#### COVERAGES CERTIFICATE NUMBER: 17887264 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE		SUBR WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	Х	COMMERCIAL GENERAL LIABILITY			46UUNOL5540	4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
								MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	I'L AGGRE <u>GAT</u> E LIMIT AP <u>PLIE</u> S PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							\$
В	AUT	OMOBILE LIABILITY			46UENOL5541	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
О	Х	UMBRELLA LIAB X OCCUR			46XHUOL5542	4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 10,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000
		DED X RETENTION \$ 10,000							\$
D		KERS COMPENSATION EMPLOYERS' LIABILITY			46WBOL6H6V	4/1/2023	4/1/2024	X PER OTH- STATUTE ER	
	ANYF	PROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Man	idatory in NH)	11,7					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
Е		essional Liability o Date 9/17/2007			HUN0007901	4/1/2023	4/1/2024	Each Claim/Aggregate Retention	5,000,000 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability Automobile and Umbrella policies include a blanket additional insured endorsement [HS2483 07/13, XL0003 0916, HA9916 03/12] as required in a written contract with the Named Insured. The General Liability, Automobile, Umbrella, Workers' Compensation and Professional Liability policies include a blanket waiver of subrogation endorsement [CG2404 05/09, HA9916 03/12, XL0003 0916, WC420304B, WC000313 & HUNTER-APL-200048 (03-19)] as required in a written contract with the Named Insured. Primary Non-Contributory wording included per [HS2483 07/13, HUNTER-APL-200049 (03-19)]. Cancellation per attached [IH03070611].

Project: Develop plans for the construction of new drainage inlets, culverts, and channels between Riverside Drive and SH 108 in Stephenville, TX.

Additional Insureds as per written contract: City of Stephenville as additional insured. Waiver of subrogation in favor of City of Stephenville.

CERTIFICATE HOLDER	CANCELLATION
City of Stephenville 298 West Washington Street Stephenville, TX 76401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

#### **ATTACHMENT B** Item 13. Note: All proposed features are conceptual and will need to be finalized based on Existing Graham Street culvert is detailed design undersized and will cause ponding on Riversick Or the Baccus property until runoff overtops adjacent driveway at an elevation of approx 1251'. Portions of the site may need to be filled prior to development. Fill Area Below 1251' **Proposed Inlets Proposed Storm Drain** 108 Grading Transition Required Armoring 24" RCP Downstream of Outfall 8'x5' RCB 36" RCP Approx Location of **Proposed Sewer** Existing Approx 5'x4' Culvert Approx Capacity= 150 cfs 100-Yr Flow= 265 cfs **Proposed Channel** Height: 3.5' Slope: 3:1 Bottom Width: 6' 150 Top Width: 27' SCALE IN FEET 52

#### Project: Contract no. IEA-300XX

#### **FEE SCHEDULE**

Lump Sum BASIS OF PAYMENT	
	Total Labor
Engineering Services	Cost
Phase I	
Task 01: Data Collection & Coordination	
a. Meetings and Coordination with City & Stakeholders (Assume 2 meetings-1hr/meeting)	\$1,235.42
b. Obtain and review current FNI Hydraulic Study	\$742.49
Task 02: Construction Documents	
a. Preliminary Construction Design Plans (60%)	\$32,595.32
b.Final Construction Design Plans (Approx. 13 sheets)	\$13,743.20
c. Specifications (TxDOT/ADS) & Revised Opinion of Probable Cost (OPC)	\$1,460.38
Task 03: Topographic Survey	
a. Lump Sum (Other Services)	
b. Survey Coordination	\$510.18
Subtotal	\$50,286.99
Other Services & Direct Expenses - Subtotal	\$3,300.00
Grand Total	\$53,586.99

#### Stephenville Schedule

Kickoff - Nov 10 Survey - Nov 13 to Nov 17 FNI Hydraulic Review - Nov 20 to Nov 24 Developing Draft Plans - Nov 27 to Dec 18 In-House QC/City Review - Dec 18 to Jan 2 Developing Final Plans - Jan 3 to Jan 17 Final Project Delivery - Jan 18 to Jan 19

#### **Public Works Committee**

#### STAFF REPORT



SUBJECT: Household Hazardous Waste – Interlocal Agreement – First Amendment

**MEETING:** Public Works Committee Meeting - 17 OCT 2023

**DEPARTMENT:** Public Works **STAFF CONTACT:** Nick Williams

#### **RECOMMENDATION:**

Staff recommends approval of the First Amendment to the Interlocal Agreement to continue the annual program providing residents the ability to responsibly dispose of household hazardous wastes at no direct cost.

#### **BACKGROUND:**

The City of Stephenville has maintained an interlocal agreement with the City of Fort Worth Environmental Collection Center (ECC) for over two decades to provide an annual household hazardous waste collection event and the ability for city residents to utilize the Fort Worth Environmental Collection Center at no direct cost to the resident.

The agreement allows residents a means to dispose of products which can be environmentally harmful to groundwater and the operations at the wastewater treatment plant if disposed of improperly. Paints, oils, household cleaners, batteries, light bulbs, and fertilizers are commonly received at disposal events. There are currently over 50 municipalities listed as participating cities with the City of Fort Worth ECC.

#### **PROPOSAL:**

The existing interlocal agreement, initiated in 2017 with the City of Fort Worth, is self-renewing. However, Section 14 of the agreement provides the city the right to terminate the agreement for any reason, with or without cause, upon thirty (30) days written notice. Also, any future agreement modification, including cost of service, requires council approval. A copy of the existing interlocal agreement, the proposed First Amendment, and the transmittal letter are attached.

#### **FISCAL IMPACT SUMMARY:**

The First Amendment proposes a per household, per visit, fee of \$95, which is an increase from the previous cost of \$50 that was in place from 2017 through 2023. The cost from 2009 through 2016 was held at \$47 per person.

The average cost of the City of Stephenville local collection event has been approximately \$2,000 per event over the past six (6) years. Minimal hourly and volunteer staff hours are used to assist with the annual event.

This year's mobile collection event was held on August 19, 2023 at the Municipal Service Center. A total of 26 vouchers were issued with 20 actual participants attending the event, yielding a \$1,000 total event cost.

The approved FY23-24 budget allocated funds for this program. The total event cost would be capped at a maximum of \$4,000 by limiting the amount of vouchers issued. The total cost of the event would be dependent on the number of actual participants.

**ALTERNATIVES:** The following alternatives are provided for consideration:

- 1. Do not approve the interlocal agreement amendment.
- 2. Identify an alternate disposal and/or cost recovery solution.

#### **ADVANTAGES:**

- 1. Approval of the proposal continues an established service provided by the city.
- 2. Approval provides residents a legal and safe disposal method at no direct cost.
- 3. Funds are appropriated in the adopted FY23-24 budget.

#### **DISADVANTAGES:**

The cost to the city to provide the service would increase from \$50 to \$95 per household.

#### **ATTACHMENT(S):**

First Amendment – Interlocal Agreement ECC HHW Program

Transmittal Letter – Fort Worth Environmental Collection Center
Interlocal Agreement ECC HHW Program

# FIRST AMENDMENT TO FORT WORTH CITY SECRETARY CONTRACT NO. 49682 AN INTERLOCAL AGREEMENT BETWEEN CITY OF FORT WORTH AND CITY OF STEPHENVILLE FOR PARTICIPATION IN THE ENVIONMENTAL COLLECTION CENTER HOUSEHOLD HAZARDOUS WASTE PROGRAM

This First Amendment to Fort Worth City Secretary Contract No. 49682 ("First Amendment") is made between the City of Fort Worth ("Fort Worth"), a municipal corporation, and City of Stephenville, ("Participating City") and located in Erath County, Texas, acting herein by and through Doug Svien, its duly authorized Mayor.

**WHEREAS**, Fort Worth and Participating City entered into an Interlocal Agreement identified as Fort Worth City Secretary Contract No. 49682 (the "Agreement") for participation in the Environmental Collection Center Household Hazardous Waste Program; and

**WHEREAS**, due to rising costs of the program, Fort Worth must increase the cost that each participating City pays per visit to the Environmental Collection Center or per participating household in a Mobile Collection Event; and

**WHEREAS**, Fort Worth and Participating City agree to amend the Agreement to an increase in the cost per household visit to the ECC or per participating household in a Mobile Collection Event from \$50.00 to \$95.00; and

**WHEREAS**, Fort Worth and Participating City also agree to amend the Agreement to allow the cost per household to be adjusted so long as there is mutual agreement by Fort Worth and the Participating City.

**NOW THEREFORE**, known by all these present, Fort Worth and Participating City, acting herein by the through their duly authorized representatives, agree to the following terms, which amend the Agreement as follows.

I.

#### **AMENDMENTS**

1. Section 10 "Compensation", Paragraph A of the Agreement is hereby deleted in its entirety and restated as follows:

Participating City agrees to pay Fort Worth the sum of \$95.00 per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated. Fort Worth may adjust the cost per household visit to the ECC (or per

participating household in a Mobile Collection Event) by providing Participating City at least ninety (90) days written notice and by mutual consent. If Participating City does not consent to the adjustment, then this Agreement may be terminated in accordance with the Agreement.

II.

#### **ALL OTHER TERMS SHALL REMAIN THE SAME**

All other provisions of the Agreement which are not expressly amended herein shall remain in full force and effect.

III.

#### **ELECTRONIC SIGNATURE**

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature, shall be treated as and shall have the same effect as an original.

[Signature Page Follows]

#### **SIGNATURE PAGE**

### INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S ENVIRONMENTAL COLLECTION CENTER HOUSEHOLD HAZARDOUS WASTE PROGRAM

Executed effective as of the date signed by the Assistant City Manager below.

#### **FORT WORTH:**

City of Fort Worth	Contract Compliance Manager:
	By signing I acknowledge that I am the person
By:	responsible for the monitoring and administration of
Name: Valerie Washington	this contract, including ensuring all performance and
Title: Assistant City Manager	reporting requirements.
Date:	By:
	Name: Rex Johnson
Approval Recommended:	Title: Environmental Supervisor
By:	Approved as to Form and Legality:
Name: James Keezell	
Title: Assistant Director Code Compliance	By:
	Name: Christopher Austria
Attest:	Title: Assistant City Attorney
By:	Contract Authorization:
Name: Jannette Goodall	<b>M&amp;C:</b> 28276
Title: City Secretary	
PARTICIPATING CITY	
	Approved as to Form and Legality:
City of Stephenville	
	By:
By:	
,	Name: Randy Thomas
Name: Doug Svien	Title: City Attorney
Title: Mayor	
Date:	
Attest:	
By:	
Nomes Careb Leakanov	
Name: Sarah Lockenour	
Title: City Secretary	

#### **STAFF REPORT**



SUBJECT: WWTP Capital Projects - Professional Services Agreement

**MEETING:** Public Works Committee Meeting – 17 OCT 2023

**DEPARTMENT:** Public Works **STAFF CONTACT:** Nick Williams

#### **RECOMMENDATION:**

Staff recommends entering into a professional services agreement with Provenance Engineering for the budgeted design of the Wastewater Treatment Plant (WWTP) Capital Improvements Projects.

#### **PROPOSAL:**

A professional services proposal has been received from Provenance Engineering to provide plans, detailed technical specifications for the civil, mechanical, electrical, and control disciplines for multiple treatment equipment components at the wastewater treatment plant including the replacement of four digester aerators, two aeration basin aerators, mechanical and electrical components of the belt filter press, and the rehabilitation of two influent self-priming pumps.

The proposal includes a 12-month design period, a 3-month bid phase, and a 12-month term for the construction phase services. Staff believes the design term and the associated implementation schedule can be significantly reduced for some components with shorter lead times. The overall extended timeline has been chosen to account for the known and unforeseen extended lead times for some of the electrical design and control equipment.

#### **FISCAL IMPACT SUMMARY:**

The design cost was captured and approved in the FY23-24 budget totaling \$1,520,000.

The proposed agreement provides for the preparation of construction drawings, detailed specifications as well as prebid and bidding assistance, contractor vetting process and recommendation, construction phase services, record drawings and state assistance for \$315,080.

The estimated construction costs are identified and listed in Exhibit C totaling \$1,184,850 for aeration, electrical and control, influent pumps, and belt filter press components. The professional services costs and the estimated construction costs are \$20,070 under the allocated budgeted amount.

Once the design is completed, the bid and construction phase services would only commence with written authorization.

#### **ALTERNATIVES:**

The following alternatives are provided for consideration:

1. Separate the components into individual projects and bid the projects out independently.

#### **ADVANTAGES:**

Approval of the agreement remains within the approved, allocated budget. The agreement provides for the on-site services under a single contract and requires authorization prior to performing the construction.

#### **DISADVANTAGES:**

There are no foreseen disadvantages to proceeding as proposed.

#### **ATTACHMENTS:**

WWTP Capital Projects – Professional Services Agreement



### Wastewater Treatment Plant Equipment Replacement – Contract Proposal







September 28, 2023

Mr. Nick Williams, PE City of Stephenville 298 W. Washington St. Stephenville, TX 76401

Subject: WWTP Equipment Replacement - Contract Proposal

Dear Mr. Williams:

I am pleased to present our proposal for the WWTP Equipment Replacement project. I have prepared this proposal for your review and consideration based upon our discussions. Please find the attached items for your review and comment.

- Contract Agreement
- Exhibit A Engineering Services Scope of Service
- Exhibit B Professional Service Fee Summary
- Exhibit C Opinion of Probable Construction Cost

I am excited about and honored with the opportunity to continue to work with you and your staff. Should you have questions or concerns regarding the proposal please feel free to contact me at (817) 694-6324.

Sincerely,

Kent Riker, PE President

Enclosure

**Contract Proposal** 



### Agreement



Item 15.

THIS IS AN AGREEMENT effective as of	, 2023 ("Effective Date") between
City of Stephenville ("Owner") and Provenance Eng	gineering, LLC. ("Engineer").
Owner's Project, of which Engineer's services unde identified as follows: Wastewater Treatment Plant	
Engineer's services under this Agreement are gene Construction Phase Services for the replacement of Wastewater Treatment Plant ("Services").	,

Owner and Engineer further agree as follows:

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#### 1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: 27 months presuming there are no delays between each task.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

#### 2.01 Payment Procedures

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition, Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and agrees to pay the undisputed portion.

#### 2.02 Basis of Payment—Lump Sum

A. Owner shall pay Engineer for Services as follows:





- 1. A Lump Sum amount of \$315,080.00 unless prior OWNER approval in writing. Additional Services may be performed only with prior OWNER approval in writing.
  - a. Payments to be made by Owner based on work progression.
- 2. In addition to the Lump Sum amount, reimbursement for the following expenses: NONE
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- 2.03 Additional Services: Additional Services may be enacted upon request of OWNER. The ENGINEER shall provide a fee proposal upon request of OWNER for all Additional Services. The ENGINEER shall not begin working without written approval from the OWNER. For Additional Services, OWNER shall pay ENGINEER an amount equal to the agreed upon amount as presented in the fee proposal.

#### 3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I. The Owner anticipates lead-based paint may be present and therefore shall not be consider a Constituent of Concern.
    - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
    - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure





period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.





- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that





Engineer's total liability to Owner under this Agreement shall be limited to \$20,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. Liquidated Damages Failure to meet the time lines for completion of work identified in (the project schedule or other appropriate language) will result in liquidated damages of \$50.00 per consecutive calendar day until the work identified in "Exhibit A" Scope of Services is submitted. Liquidated damages are only applicable to items under the control of ENGINEER and will not be enforced due to circumstances out of the control of ENGINEER.

#### 6.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### **Definitions**

B. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.





C. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: "Exhibit A", Engineer's Scope of Services

"Exhibit B", Professional Service Fee Summary

"Exhibit C", Opinion of Probable Construction Cost



Item 15.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Stephenville	Engineer: Provenance Engineering, LLC.
Ву:	Ву:
Print Doug Svien name:	Print name: Kent Riker, PE
Title: Honorable Mayor	Title: President
Date Signed:	Date Signed:
	Engineer License or Firm's Certificate No.: 20783
	State of: Texas
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
City of Stephenville	Provenance Engineering, LLC.
298 W Washington Street	2501 FM 1189
Stephenville, Texas 76401	Weatherford, Texas 76087
254.918.1223	817.775.7172

IN DUPLICATE



### "EXHIBIT A"



# "EXHIBIT A" SCOPE OF SERVICES CITY OF STEPHENVILLE, TEXAS WWTP EQUIPMENT REPLACEMENT

Item 15.

#### **Project Description**

The following Scope of Service describes the services and project tasks to be performed and completed by the ENGINEER in association with the WWTP Equipment Replacement Project. The OWNER desires the replacement the following equipment at the Wastewater Treatment Plant (WWTP).

- Replacement of four (4) Digester floating Aerators
- Replacement of two (2) Aeration Basin floating Aerators
- Rehabilitation of the Belt Filter Presses (BFP) rehabilitation pre-negotiated package
- Rehabilitation of the Belt Filter Presses screw conveyor mechanical equipment
- Relocate Belt Filter Presses Motor Control Center outside of Solids Building
- Rehabilitation of two (2) Influent Self-Priming Pumps

#### **Basic Services:**

Upon receipt of notice to proceed, the ENGINEER will begin Basic Services as outlined herein. The scope of SERVICES includes the development of a detailed drawings set, front-end documents and technical specifications for the OWNER to bid the designed improvements.

The Basic Scope of SERVICES is separated into the following phases:

- Phase 1 Design Services
- Phase 2 Bidding Services
- Phase 3 Construction Services

Listed below is a specific description of tasks to be performed as part of the project.

#### **Project Management and Expenses**

\$30,400.00

The ENGINEER will perform project management related duties. Project management duties include coordinating project tasks, coordinating progress with the OWNER and obtaining existing information for use during the project. Key aspects of Task 1.0 are listed below.

- Deliverables: Project Status Reports
- **1.11. Project Management and Administration** The ENGINEER will manage the day-to-day progress of the project. The ENGINEER will track the budget and schedule regularly and meet with the OWNER's project manager as necessary to update the schedule, progress of services, and potential changes to the scope of services.
- **1.12.** Quality Assurance / Quality Control (QA/QC) The ENGINEER will follow their internal QA/QC processes throughout the project. These processes include internal checking of calculations, review of documents, and checking of submittals. Deliverables will be submitted for ENGINEER's QAQC Review performed by a senior level engineer.

#### Phase 1 Design Services

\$189,500.00

As part of the Design Services Phase, the ENGINEER will design the necessary WWTP improvements to replace and relocate the equipment identified above. Key aspects of Phase 1 are listed below.

Deliverables: Monthly project status reports

Technical Memorandum Detail Design Submittal Final Design Submittal



# "EXHIBIT A" SCOPE OF SERVICES CITY OF STEPHENVILLE, TEXAS WWTP EQUIPMENT REPLACEMENT

Item 15.

Meetings: Kick-off meeting and site tour of existing facilities

Monthly Conference Calls Detail Design Submittal Review Final Design Submittal Review

#### TASK 1.200 Preliminary Design

The preliminary design includes tasks necessary to collect and review data required for the design of the project. The preliminary design process will be conducted in the following tasks.

Deliverables: Technical Memorandum (TM)Meetings: Kick-Off Meeting and Site Visit

TM Review meeting

- **1.210.** Kick-off Meeting Conduct a project kick-off meeting with OWNER to review the project scope of services and schedule, define lines of communication and protocols, review deliverables, and develop success factors for completing the project. The ENGINEER will identify a list of data needs for completing the project.
- **1.220.** Data Gathering and Site Visit The ENGINEER will collect, and review data required for the analysis from the OWNER and other agencies. The data gathering will include, at a minimum, the following:
  - Site Visit to WWTP, not to exceed 4 hours.
  - All facility record drawings related to the identified equipment as well as infrastructure within the project area pertinent to the project.
  - OWNER's existing GIS data including: plats, tract maps, or right-of-way maps and easements; utility maps (water, sanitary sewer, storm sewer); contour maps (if required)
  - Projects in progress OWNER will help identify and assist ENGINEER to coordinate with other proposed projects within project area currently under design or construction.
- 1.230. Technical Memorandum The ENGINEER will create a Technical Memorandum to provide document the data collected, and the design parameters used to size the replacement equipment. This will include potential desktop analysis needed for sizing of equipment based on the information provided by the existing equipment manufacturers, third party wastewater plant operations entity and OWNER. The ENGINEER will coordinate with identified equipment manufacturers and vendors regarding replacement items and present two additional viable alternative options in a concise technical memorandum to the OWNER for decision on equipment selection before entering the Detail Design Phase.
- **1.240. Survey** The ENGINEER will perform a design level survey. The survey will include the locating of visible topographic features such as marked and existing utilities and their appurtenances, iron pins (if found), edge of pavement, structures and fences within limits of construction.

#### TASK 1.300 Detailed Design

The detailed design includes tasks necessary to design the improvements as outlined in the preliminary design technical memorandum to the 60% level of detail. The design will incorporate the following disciplines: civil, process mechanical, electrical, instrumentation and control. The detailed design process will be conducted in the following tasks.



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Deliverables: 60% SubmittalMeetings: 60% Review meeting

- **1.310. Drawings** The ENGINEER will develop design and details drawings for the proposed equipment replacements and relocations to the 60% level of detail.
- **1.320. Specifications** The ENGINEER will develop detailed equipment, materials and all other technical specification sections generally considered to be necessary for detailing the construction of the project to the 60% level of detail.
- **1.330. Opinion of Probable Construction Cost** The ENGINEER will prepare an opinion of probable construction cost for the project based upon the complete detail design documents.
- **1.340. Submittal** The ENGINEER will submit one (1) electronic set to the OWNER for review and comment.
- **1.350. Detailed Design Submittal Review Meeting** The ENGINEER will conduct a review meeting with the OWNER approximately two (2) weeks after the submission of the 60% Detailed Design Submittal.

#### TASK 1.400 Final Design

The final design includes those tasks necessary to finalize the design outlined in the Detailed Design Submittal. The final design will incorporate the following disciplines: civil, process mechanical, electrical, instrumentation and control. The final design process will be conducted in the following tasks.

Deliverables: 100% SubmittalMeetings: 100% Review meeting

- **1.410. Drawings** The ENGINEER will revise design and details drawings based on comments from the Detailed Design Review Meeting and complete to the 100% level of detail.
- **1.420. Specifications** The ENGINEER will develop front end documents and bid tab for the project. The ENGINEER will revise detailed equipment, materials and all other specification sections based on comments from the Detailed Design Review Meeting and complete to the 100% level of detail.
- 1.430. Pre-Negotiated Equipment Package The ENGINEER will provide clarifications and answer questions from prospective equipment vendors made during the pre-negotiation. One (1) written clarifications and answers to questions will be distributed to perspective bidders.
- **1.440. Opinion of Probable Construction Cost** The ENGINEER will prepare an opinion of probable construction cost for the project based upon the complete final design documents.
- **1.450. Submittal** The ENGINEER will submit one (1) electronic set to the OWNER for review and comment.



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1.460. Final Design Submittal Review Meeting – The ENGINEER will conduct a review meeting with the OWNER approximately two (2) weeks after the submission of the Final Design Submittal.

#### TASK 1.500 Permitting

**1.510. TCEQ Regulatory Compliance** – The ENGINEER will coordinate with the TCEQ for required regulatory compliance.

#### Phase 2 Bidding Services

\$15,600.00

The Bidding Phase services will include those tasks necessary to advertise, bid, and provide a recommendation of award of Construction Contract. Key aspects of Phase 2 are listed below.

Deliverables: Project Advertisement

**Bid Documents** 

Answer Bidder Questions Addenda (if necessary)

**Contractor Award Recommendation Letter** 

Conform to Bid Documents

Meetings: Pre-Bid meeting

**Bid Opening** 

Specific tasks to be performed for the Bidding Phase are listed below.

#### TASK 2.100 Contract Documents Bid Set

- **2.110. Seal and Sign** The ENGINEER will incorporate the comments for the 100-percent review meeting. The ENGINEER will seal and sign the completed set of documents.
- **2.120. Project Advertisement** The ENGINEER will coordinate with city staff, create, and send bid advertisement to OWNER's Purchasing Department. The ENGINEER will contact Contractors to help advertise the project.
- **2.130. Contract Documents Distribution** The ENGINEER post contract bid documents on CivCast to prospective bidders and vendors and maintain a log of distribution. The ENGINEER will charge bidders and vendors a fee for Contract Documents. The ENGINEER will provide one (1) sets of half-size drawings and specifications for the OWNER.
- **2.140. Clarifications to Prospective Bidders** The ENGINEER will provide clarifications and answer questions from prospective bidders made during the bidding phase. Two (2) rounds of written clarifications and responses to questions will be distributed to perspective bidders.
- **2.150.** Addenda Modification(s), if necessary, to the Contract Bid Documents will be distributed to perspective bidders via addenda.
- **2.160. Conform to Bid Documents** Once the OWNER has accepted a bid, the ENGINEER will conform the Bid Documents to include all addenda issued to form the Conform to Bid set of



Item 15.

Contract Documents. The ENGINEER will provide up to five (5) sets of half-size drawings and specifications, as well as an electronic set, for OWNER's and CONTRACTOR'S use.

#### TASK 2.200 Meetings

- **2.210. Pre-Bid Meeting** The ENGINEER will conduct one (1) pre-bid meeting. The pre-bid meeting will include a project overview presentation at a location designated by the OWNER and project site visit led by the ENGINEER with prospective bidders.
- **2.220. Bid Opening Meeting** The ENGINEER will attend the bid opening announcement led by the OWNER followed by a meeting to discuss the results.

#### TASK 2.300 Evaluation of Bid Packets

- **2.310. Bidding Log** The ENGINEER will review all submitted bids for compliance with Contract Documents and provide OWNER a log of all valid bidders.
- **2.320. Review Bids** The ENGINEER will review valid submitted bids and verify apparent low bidder's references. The ENGINEER will make recommendations for contract award based upon 'best value' for the OWNER.

#### Phase 3 Construction Services

**\***\$79,580.00

\*Phase 3 will commence only upon written authorization from the Owner. Phase 3 services are estimated at \$79,580.00 in August 2023 dollars and are acceptable at least until July of 2024. This assumes only the aerators and the influent pumps are bid in this package. The Construction services will include those tasks necessary to represent the OWNER during the project construction. Key aspects of Phase 3 are listed below.

Deliverables: Construction meeting minutes

**Contractor Payment Application recommendations** 

Shop drawing responses

Request for Information responses

Change Order recommendations, if required

Field Order(s), if required

**Record Drawings** 

Meetings: Construction Kickoff Meeting

Construction progress meetings Substantial completion inspection

Final completion inspection

During the Construction Phase, the following tasks will be provided.

#### TASK 3.100 Construction Meetings

**3.110. Construction Kick-off Meeting** – Conduct a construction kick-off meeting with the Contractor and OWNER to review the key construction processes outlined in Contract Documents, establish lines of communication and protocols, identify critical path of schedule, and issuing Notice to Proceed with executed Contracts to Contractor.





- **3.120. Construction Meetings** The ENGINEER will attend monthly construction progress meeting with OWNER and Contractor. An estimate of twelve (12) construction meetings are included, with one person from the ENGINEER's project team attending.
- **3.130. Site Visits** The ENGINEER will make periodic visits, estimate of twelve (12), to the project site to observe the progress and quality of the various aspects of the Contractor's work.
- **3.140.** Substantial Completion Inspection The ENGINEER will participate in substantial completion inspection and provided list of noted items not in compliance with Construction Documents.
- **3.150. Final Completion Inspection –** The ENGINEER will participate in a final completion inspection and provide a list of noted items not in compliance with Construction Documents.
- **3.160. Equipment Start-up** The ENGINEER will be on-site during equipment Start-up and witness field acceptance testing. Up to three (3) site visits are included.

#### TASK 3.200 Submittals

- **3.210. Submittal Management** –The ENGINEER will log-in, track, and distribute submittals internally and provide review comments to Contractor and OWNER.
- **3.220. Construction Execution Plan** The ENGINEER will review the Contractor's execution plan and provide comments. The plan will be used as the basis for evaluation against the Contractors actual progress results.
- **3.230. Shop Drawing** The ENGINEER will perform technical and functional review of all shop drawings and other submittals and provide responses.
- **3.240. Field Testing Reports** The ENGINEER will review Field Test reports and flag any potential tests that do not conform to the Contract Document requirements.
- **3.250. Contractor Payment Requests** The ENGINEER will review of all Contractor Payment Request for accuracy and provide recommendations.
- **3.260. Operation and Maintenance Manuals -** The ENGINEER will review the O&M manuals for compliance with Contract Documents and provide comments.

#### TASK 3.300 Requests for Information (RFI)

**3.310.** Request for Information (RFI) – The ENGINEER will review and respond to all RFIs, as necessary, submitted by the Contractor. The ENGINEER will coordinate with the OWNER on RFIs that requires information from the OWNER. Draft responses will be submitted to the OWNER for review and comment prior to submitting to the Contractor.

#### TASK 3.400 Contract Modification Requests

**3.410. Field Order (FO) Management** – The ENGINEER will provide direction to the Contractor, as necessary, for modifications to the Bid Documents through FO to complete the Scope of Service identified herein. FO are used to address unforeseen issues. FO will be submitted to the OWNER for review and comment before submitting to the Contractor.





**3.420. Change Order (CO) Management** – The ENGINEER will review and provide recommendation to the OWNER on all Change Order requests received by the Contractor. The ENGINEER will work with the OWNER to properly facilitate CO requests when appropriate.

#### TASK 3.500 Record Drawings

**3.510 Record Drawings** – ENGINEER will develop As-built record drawings from the construction notes provided by the Contractor and OWNER. The OWNER will provide ENGINEER with all field changes and notes to be incorporated into the As-built documents.

#### **Additional Services:**

Additional Services can be performed as requested in writing by the OWNER. A detailed scope, schedule and fee will be created upon request by the OWNER as these services are NOT included in the Scope of Work, Schedule, or Fee of this contract.

o In the field SCADA wiring, termination, programming, integration

#### Services Not Included

Any other services, including but not limited to the following, are not included in this Scope of SERVICES:

- Meetings beyond those identified in the scope
- Breaking the project into multiple projects
- Professional services associated with re-bidding the project or value engineering.
- Assisting OWNER or Contractor in the defense or prosecution of litigation in connection with
  or in addition to those services contemplated by this Agreement. Such services, if any, will be
  furnished by Engineer on a fee basis negotiated by the respective parties outside of and in
  addition to this Agreement.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to OWNER.
- Performance of miscellaneous and supplemental services related to the project as requested by OWNER.
- Any other services not listed in the Scope of Services.

#### Information Needed from the OWNER

OWNER shall provide at a minimum to ENGINEER, the following items/information/assistance:

- **1.** Furnish any existing data, reports, addresses, maps, plans, or construction drawings, etc. that may pertain to the project as requested.
- **2.** Provide access to the WWTP site by issuing keys, combinations and approval to enter facilities on as needed basis while under contract to inspect the facility.

#### Time Period for Performance

Time periods for performance of the SERVICES are as follows:

TASK 1.0	12 months
<b>TASK 2.0</b>	3 months
TASK 3.0	12 months
TOTAL	27 months





#### **Assumptions**

This Scope of SERVICES assumes the following:

 A two-week review period by OWNER for each submittal. All OWNER comments should be provided within the two-week review period. Any delays caused by the OWNER'S review shall be cause for an equitable extension of the design submittal timeline.

#### **Method of Payment**

The Owner shall compensate Engineer on a lump sum basis in accordance with Fee Summary shown above for the provided Basic Services describes herein and the approved Supplemental Services described herein. Invoices shall be submitted monthly by the Engineer, in a format acceptable to the Owner, based upon the percentage of SERVICES completed to date. The Engineer shall not exceed the stated fee amount without written approval from the Owner. The Engineer shall seek written approval for any SERVICES outside of the stated scope before performing said SERVICES.



## "EXHIBIT B"





# EXHIBIT B CITY OF STEPHENVILLE WWTP EQUIPMENT REPLACEMENT PROFESSIONAL SERVICE FEE SUMMARY



PHASE 1 - DESIGN SERVICES	
Preliminary Design	\$ 39,670
Detailed Design	\$ 85,700
Final Design	\$ 60,630
Permitting	\$ 3,500
Sub-Total	\$ 189,500
PHASE 2 - BIDDING SERVICES	
Contract Documents Bid Set	\$ 10,800
Meetings	\$ 2,500
Evaluation of Bid Packets	\$ 2,300
Sub-Total	\$ 15,600
*PHASE 3 - CONSTRUCTION SERVICES	
Construction Meetings	\$ 28,780
Submittals	\$ 35,030
Request for Information (RFI)	\$ 4,380
Contract Modification Requests	\$ 5,520
Record Drawings	\$ 5,870
Sub-Total	*\$79,580
*Phase 3 - Estimated but will need to be authorized after Phase 2	
Project Management and Administration	\$ 24,660
Expenses	\$ 5,740
Total Basic Service Fee Proposal	315,080



## "EXHIBIT C"





## EXHIBIT C CITY OF STEPHENVILLE



Wastewater Treatment Plant
Opinion Of Probable Construction Cost

			UNIT		ITEM
ITEM	DESCRIPTION	UNIT	COST	QUANTITY	COST
1	Demolition	EA	\$2,500	4	\$10,000
2	Floating Aerator Units - 2200 Series	EA	\$75,000	4	\$300,000
3	Control Panel	LS	\$75,000	1	\$75,000
4	Misc Instrumentation and Control 10% of equipment	LS	\$30,000	1	\$30,000
5	Electrical 15% of equipment	LS	\$45,000	1	\$45,000
6	Influent Selft Priming Pump	LS	\$150,000	1	\$150,000
7	Instrumentation and Control 10% of equipment	LS	\$15,000	1	\$15,000
8	Electrical 15% of equipment	LS	\$22,500	1	\$22,500
			9	SUB TOTAL	\$648,000
		Mobiliza	tion/Demob	ilization 5%	\$33,000
			Вс	onding 2.5%	\$17,000
			Construction	n Profit 15%	\$98,000
			9	SUB TOTAL	\$148,000
9	Belt Filter Press Roller and Bearing Replacement	LS	\$228,850	1	\$228,850
	CONTINGE	NCY	20%	:	\$160,000
				TOTAL	\$1,184,850

This Opinion of Probable Construction Cost was prepared by Kent W. Riker, P.E. # 103730, firm No. 20783, and shall not be used for construction, permitting or other construction purposes.

## DEVELOPMENT SERVICES COMMITTEE REPORT



**MEETING:** Development Services Committee Meeting – October 17, 2023

**Present:** P6 David Baskett, Chair; P1 LeeAnn; P2 Justin Haschke; P8 Mark McClinton

Absent: None

**DEPARTMENT:** Development Services

**STAFF CONTACT:** Steve Killen

#### AGENDA ITEM: Progress Report on the Comprehensive and Thoroughfare Plan Updates

Staff provided the following information at the request of the Committee:

- 1. An RFP was initiated in Dec 2022 and a contract awarded by April 2023
- 2. A 12-month process officially kicked off May 2023. The process consists of four phases:

#### Phase 1 - Think

In this phase a project management plan was developed and a stakeholder engagement plan was also created. A 25-member Advisory Panel was formed, and goals were identified. A kick-off meeting with city staff was held May 17, 2023, and biweekly update meetings began. On June 15, 2023, a series of Focus Groups meetings and a Downtown Walking Tour was hosted by Lionheart with an estimated 60 participants. The Advisory Panel met for the first time at the conclusion of the focus group meetings.

#### Phase 2 – Investigate

The second Advisory Panel meeting was held August 9 (virtual) to discuss population projections and existing conditions. Goals were revisited. On August 17, 2023, an Open House was held at the SISD Bond Auditorium. Approximately 50 people participated and provided input on the previously identified goals. Lionheart submitted the first draft of Part 1 of the plan for staff review and comment on October 12, 2023. Comments were issued.

#### Current Phase 3 – Create:

This phase will be to develop concepts, recommendations and design criteria. Deliverables will include the Land Use and Growth Sector map, development alternatives, Thoroughfare Plan and an implementation roadmap. The third Advisory Panel meeting was held October 26, 2023. The third Open House was rescheduled to November 16, 2023, due to a conflict with another community event.

Phase 4 - Share

Item 16.

This phase will result in the submittal of the Comprehensive and Thoroughfare Plan, 2050. Public Hearings and Adoption meetings will occur. Project wrap-up is targeted for May 2023.

The project is on-schedule and within budget.

No formal action was taken by the Committee.

END OF REPORT

#### **COMMITTEE REPORT**



**REPORT TYPE:** Nominations Committee Report

MEETING: October 17, 2023

**Present:** Maddie Smith, Lonn Reisman, Bob Newby

Absent: Brandon Greenhaw

**DEPARTMENT:** Administration

**STAFF CONTACT:** Sarah Lockenour, City Secretary

#### **DISCUSS AND APPROVE NOMINATIONS TO CITIZEN BOARDS AND COMMISSIONS**

**DISCUSSION:** The committee met on October 17, 2023, to review applications for Citizen Boards and Commissions.

According to the ordinance establishing the Airport Advisory Board, two absences from meetings of the advisory board in a 12-month period shall be considered a voluntary resignation.

At this time, we will accept the voluntary resignation of Chris Williams from Place 7 of the Airport Advisory Board.

We have one nomination to fill Place 7 of the Airport Advisory Board. - Craig Parks

According to the ordinance establishing the Tourism and Visitors Bureau Advisory Board, three consecutive absences from meetings of the commission shall be considered a voluntary resignation.

At this time, we will accept the voluntary resignation of Phil Greer, Place 2; Austin Hubbard, Place 4; and Sonia Olvera, Place 7 from the Tourism and Visitors Bureau Advisory Board.

We have one nomination to fill Place 7 of the Tourism and Visitors Bureau Advisory Board. Kimberly Fornes

#### **COMMITTEE ACTION:**

MOTION by Maddie Smith, second by Lonn Reisman, to recommend to full council placing Craig Parks in Place 7 of the Airport Advisory Board vacated by Chris Williams. MOTION CARRIED unanimously.

MOTION by Maddie Smith, second by Bob Newby, to recommend to full council accepting the voluntary resignation of Phil Greer, Austin Hubbard, and Sonia Olvera as discussed. MOTION CARRIED unanimously.

MOTION by Maddie Smith, second by Bob Newby, to recommend to full council placing Kimberly Fornes in Place 7 of the Tourism and Visitors Bureau Advisory Board vacated by Sonia Olvera. MOTION CARRIED unanimously.

#### DISCUSS STATUS OF PARKS AND RECREATION ADVISORY BOARD AND SENIOR CITIZENS' ADVISORY BOARD

**DISCUSSION:** The committee met on October 17, 2023, to discuss status of Parks and Recreation Advisory Board and Senior Citizens' Advisory Board.

There has been an ongoing issue with having a quorum for the Parks and Recreation Advisory Board. For the last 3 years most, meetings were not able to be held due to the lack of a quorum. This issue has made the staff of Parks and Leisure Services rethink having these two boards operate independently of each other.

With the Senior Center moving operations to the City Park, this created an opportunity to combine these two boards. This will give members the ability to speak into both parks and recreation and senior programs. We have many members of our Senior Center that have an interest in numerous other areas of Parks and Recreation.

There is also an issue with the number of applicants for these boards when an opening becomes available. There have been members of each board that would be happy to let a new person serve, but in many cases, there have not been any applicants. Combining these two boards and serving the interest of all programs under Parks and Leisure should provide for a more diverse pool of applicants.

Combing boards has been discussed and the Senior Center Advisory Board voted unanimously at the July 2023 meeting to combine the two boards. The Parks and Recreation Advisory Board did not have a quorum to vote, the issue was discussed without any negative feedback.

#### **COMMITTEE ACTION:**

MOTION by Maddie Smith, second by Bob Newby, to recommend to full council an ordinance to repeal provisions outlined in Chapter 32, Sections 32.20 through 32.34 Parks and Recreation Advisory Board and Sections 32.50 through 32.64 Senior Citizens' Advisory Board of the Stephenville Code of Ordinances. MOTION CARRIED 2:1 with Lonn Reisman abstaining.

MOTION by Maddie Smith, second by Bob Newby, to recommend to full council an ordinance creating a new section of chapter 32 of the code of ordinances known as the Parks and Leisure Services Advisory Board. MOTION CARRIED unanimously.

#### **ORDINANCE NO. 2023-O-XX**

AN ORDINANCE REPEALING THE PROVISIONS SET OUT IN CHAPTER 32: DEPARTMENTS, BOARDS AND COMMISSIONS, SECTIONS 32.20 THROUGH 32.34 PARKS AND RECREATION ADVISORY BOARD AND SECTIONS 32.50 THROUGH 32.64 SENIOR CITIZENS' ADVISORY BOARD FROM THE CODE OF ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE

#### BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS:

#### Section One

Section 32.20 Membership; Section 32.21 Powers and Duties; Section 32.22 Procedure, quorum; and Section 32.23 Meetings, attendance; Section 32.34 Term limits; and Sections 32.25-32.34 Reserved of the Parks and Recreation Advisory Board are hereby in all things repealed from Chapter 32: Departments, Boards and Commissions.

#### **Section Two**

Section 32.50 Membership; Section 32.51 Powers and Duties; Section 32.52 Procedure, quorum; and Section 32.53 Meetings, attendance; Section 32.54 Term Limits; and Sections 32.55-32.64 Reserved of the Senior Citizens' Advisory Board are hereby in all things repealed from Chapter 32: Departments, Boards and Commissions.

#### **Section Three**

This ordinance shall become effective upon its passage.

Randy Thomas, City Attorney

**PASSED AND APPROVED** at a meeting of the City Council of the City of Stephenville, Texas, this 7<sup>th</sup> day of November 2023.

Doug Svien, Mayor

#### **ORDINANCE NO. 2023-O-XX**

### AN ORDINANCE CREATING A NEW SECTION OF CHAPTER 32 "DEPARTMENTS, BOARDS AND COMMISSIONS" OF THE CODE OF ORDINANCES AND PROVIDING AN EFFECTIVE DATE

#### BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS:

#### Section 1.

The following shall be added to Chapter 32 "Departments, Boards and Commissions" of the City of Stephenville Code of Ordinances:

#### ARTICLE II: PARKS AND LEISURE SERVICES ADVISORY BOARD

#### 32.20 MEMBERSHIP.

There is hereby created a seven-member board which shall advise the City Council on policy matters affecting the city's Parks and Leisure Services Department, and such board shall be known as the Parks and Leisure Services Advisory Board. At least five members of the Board must be residents of the city. Each of the seven members shall be appointed for two year terms until their successors are appointed and qualified. Should vacancies occur on the Board, the vacancies shall be filled in the same manner as original appointments, except such terms shall only be for the remainder of such unexpired term. The City Council shall approve the appointment of new Board members prior to January 1, since the term of office will run from January 1 to December 31.

#### 32.96 POWERS AND DUTIES.

The Parks and Leisure Services Advisory Board shall serve in an advisory capacity to the City Council on policy matters concerning the planning, acquisition, operation and use of parks, playgrounds, and open spaces; recommend policies on recreational programs; matters concerning the policies, operation and use of the Senior Citizens' Center; and perform such functions as may be duly delegated to it from time to time by the City Council.

#### 32.97 PROCEDURE; QUORUM.

- A) Procedure. "Roberts Rules of Order Revised" shall govern the proceedings of the Board, provided that such shall not be in conflict with the City Charter or other provisions of law.
- (B) Quorum. A quorum at any meeting of the Parks and Leisure Services Advisory Board will be established by the presence of at least four members. The Chairman shall be entitled to vote upon any issue but shall have no veto power.

#### 32.98 MEETINGS; ATTENDANCE.

- (A) Meetings. The Board shall meet at least quarterly in accordance with the Texas Open Meeting Law.
- (B) Attendance. Three consecutive absences from meetings of the board shall be considered a voluntary resignation. In addition, four absences in any twelve-month period shall be considered a voluntary resignation.

#### 32.99 COMPENSATION.

All members of the Parks and Leisure Services Advisory Board shall serve without compensation but may be reimbursed for all expenses reasonably incurred by them in the performance of their duties as members of the Board, when authorized by the City Council.

#### 32.100 TERM LIMITS.

Randy Thomas, City Attorney

A member of this board will not be eligible for reappointment after they have served three consecutive terms until after they have taken a one-year hiatus. Members may apply for another board or commission without taking a one-year hiatus. The City Council may appoint members to additional terms past the term limit if no applications have been received to fill a vacancy.

#### Section 2.

This ordinance shall become effective upon its passage.

**PASSED AND APPROVED** this the 7<sup>th</sup> day of November 2023.

ATTEST:	Doug Svien, Mayor	
Sarah Lockenour, City Secretary		
Reviewed by Jason King,		
City Manager		
Approved as to form and legality by		

#### **COMMITTEE REPORT**



**REPORT TYPE:** Public Health and Safety Committee Report

MEETING: October 17, 2023

**Present:** Bob Newby, Chair, Lonn Reisman, Maddie Smith

**Absent:** LeAnn Durfey,

**DEPARTMENT:** Police

**STAFF CONTACT:** Captain Jeremy Lanier.

#### Agenda Item 2: Change Order to the System Purchase Agreement Between the City and L3 Harris

**Discussion**: Stephenville Police Department (SPD) Captain Jeremy Lanier. presented the request to

approve change order #3 to the system Purchase Agreement.

The proposed configuration will allow for interoperability within a joint dispatch system, which can improve coordination and communication between different agencies during

emergencies or large-scale events.

The total cost of change order #3 is \$110,492.08 with \$48,257.48 due at signing, using the credit balance of \$22,038.72 and the remainder due upon shipment and delivery of equipment. This request is to utilize funding set aside for the creation of the Erath County

Joint Dispatch Center.

Committee Action: Following presentation and discussion: a motion was made by Mr. Bob Newby and

seconded by Mrs. Maddie Smith to approve the change order #3 and bring a positive

recommendation to full council on November 7, 2023.

**Recommendation:** The committee voted unanimously to approve the change order #3 to the system

Purchase Agreement.

### CHANGE ORDER NO. 3 TO THE SYSTEM PURCHASE AGREEMENT BETWEEN CITY OF STEPHENVILLE, TEXAS AND L3HARRIS TECHNOLOGIES, INC.

This Change Order No. 3 ("Change Order") is made and entered into this 22nd day of August, 2023 (the "Effective Date"), by and between City of Stephenville, Texas ("Buyer") and L3Harris Technologies, Inc. acting through its Communication Systems Segment ("Seller").

#### **RECITALS**

**WHEREAS**, the parties previously entered into that certain System Purchase Agreement between City of Stephenville, Texas and L3Harris Technologies, Inc., dated December 3, 2021, as amended from time to time (the "*Contract*");

**WHEREAS**, the parties wish to modify the scope to be provided under the Contract by adding certain items thereto, and to consume in full the balance of a credit carried over from Change Order #2, in the amount of \$22,038.72, as set forth in greater detail herein;

**WHEREAS**, the parties now desire to enter into this Change Order No. 3 to modify the Contract;

**NOW, THEREFORE**, for and in consideration of the mutual promises of the parties to this Change Order and other good and valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller hereto do hereby agree as follows:

- 1. Capitalized terms used but not defined in this Change Order shall have the meaning assigned to them in the Contract.
- 2. "*Total Agreement Price*" means the sum of the Project Total row of the Pricing Summary in the Contract, or one million three-hundred fifty-seven thousand, one-hundred fourteen dollars and ten cents (\$1,357,114.10).
- 3. The items of Terminal Hardware and related accessories in the Contract are hereby modified as set forth in the Scope and Pricing Summary (the "CO #3 Equipment") which is attached and made a part of this RFC as Exhibit A (the "CO #3 Equipment Order").
- 4. After giving effect to Part 3 of this Change Order, the value of the Change Order #2 Equipment Credit Balance shall be reduced to zero dollars (\$0.00) and no credit will remain on the account of Buyer.
- 5. The Contract shall be interpreted to contain CO #3 Equipment in the quantities and types set forth herein.
- 6. The addition of the CO #3 Equipment to the Agreement shall not in any way impede or delay Acceptance of the System, and the supply and installation of the CO #3 Equipment is expressly excluded from the criteria for Acceptance of the System.

- 7. Buyer shall pay the Change Order #3 Updated Total Agreement Price in accordance with the Change Order #2 Payment Milestone Schedule which is attached as **Exhibit B** and made a part hereof, and otherwise in accordance with Section 9 (Payments) of the Contract.
- 8. Upon execution of this Change Order, the value of the CO #2 Equipment Credit Balance shall be deemed paid in full.
- 9. Total Agreement Price –

Description	Date	Value
Total Agreement Price	12/11/2021	\$1,357,114.10
Change Order #1 Price	08/18/2022	\$0.00
Change Order #2 Price	12/02/2022	\$0.00
Change Order #3 Total Price	08/19/2023	\$88,453.36
Change Order #3 Updated Total Agreement Price	08/19/2023	\$1,445,567.46

- 10. Full Force and Effect The terms and conditions of the Contract, except as amended herein, shall remain in full force and effect.
- 11. Execution This instrument may be executed in one or more counterparts. Documents signed and transmitted electronically shall be deemed original and binding documents.

[Signatures Follow]

**IN WITNESS WHEREOF**, Buyer and Seller, through their duly authorized representatives, have executed this Change Order.

#### **BUYER**

CITY OF STEPHENVILLE, TEXAS	CITY	OF STEPHENVILLE.	TEXAS
-----------------------------	------	------------------	-------

By:\_\_\_\_\_\_
Name: \_\_\_\_\_
Title:\_\_\_\_\_
Date:\_\_\_\_\_

#### **SELLER**

L3HARRIS TECHNOLOGIES, INC.
COMMUNICATION SYSTEMS SEGMENT

By: erem

Name: Jeremy S. Roe

Title: Principal, Contracts

Date: August 22, 2023

#### **EXHIBIT A**

#### CO #3 Equipment Order

INTEROP MATERIAL AND INSTALLATION	QTY
Materials	1
Installation	1
TERMINAL ACCESSORIES TOTAL	\$48,257.48

TERMINAL ACCESSORIES UNITS		QTY
CHARGER,6-BAY,LI BATTERY, P/XG/XL RADIOS		2
CHARGER,6-BAY,LI BATTERY, P/XG/XL RADIOS		2
ANTENNA,WHIP,1/4 WAVE,762-870MHZ		50
BATTERY, LI-ION, HI-CAPACITY, 4800 MAH		15
CHARGER,6-BAY,LI BATTERY, P/XG/XL RADIOS		4
WALL MOUNT KIT,CHARGER,6-BAY,XL-200P		4
CHARGER,12BAY,LITHIUM,XL		1
BELT CLIP,METAL		25
	TERMINAL ACCESSORIES TOTAL	\$14,290.00

TERMINAL AND CONSOLE PROGRAMMING HARDWARE AND SOFTWARE	QTY
CABLE,USB,PROGRAMMING	2
RPM/RPM2 W/MAST DONGLE & ANNUAL UPDATES	2
LICENSE,MARKER TONE	3
TERMINAL AND CONSOLE TOTAL	\$2,134.00

SUBSCRIBER UNITS	QTY
XL-200M Mobile, Multi-band LTE, Ext Warranty 3-Yr, VHF band, 700/800 MHz, Phase 2 TDMA, 256-AES, 64-DES ENCRYPTION, P25 Trunking, Cabinet XL DESKTOP, Cable Power Y-SPLIT DESKTOP, CABLE XL-MOBILE ETHERNET 45CM, BRACKET MOUNTING XL CONTROL HEAD, CONTROL UNIT XL-CH	6
XL-200M Mobile, Multi-band LTE, Ext Warranty 3-Yr, VHF band, UHF band, 700/800 MHz, Phase 2 TDMA, 256-AES, 64-DES ENCRYPTION, P25 Trunking, Cabinet XL DESKTOP, Cable Power Y-SPLIT DESKTOP, CABLE XL-MOBILE ETHERNET 45CM, BRACKET MOUNTING XL CONTROL HEAD, CONTROL UNIT XL-CH	2
SUBSCRIBER UNITS SUBTOTAL	\$45,810.60
CHANGE ORDER #3 TOTAL PRICE	\$110,492.08

EXHIBIT B

CO #3 Payment Milestone Schedule

Milestone		Amount
A.1 Infrastructure Hardware		
Contract Signing	\$	67,772.45
Detailed Design Review	\$	67,772.45
Equipment Staging	\$	135,544.90
Equipment Shipment	\$	203,317.35
Installation	\$	101,658.68
Final Acceptance	\$	101,658.68
A.2 Terminal Hardware		
Terminals	\$	625,304.09
Other Amounts Due		
Change Order #1 - Signing	\$	26,689.49
Change Order #2 – Signing	\$	5,357.30
Change Order #3 Price (Refers Application of CO #3 Equipment Credit Release)	\$	110,492.08
(Before Application of CO #2 Equipment Credit Balance) CO #2 Equipment Credit Balance	(\$	22,038.72)
Change Order #3 Total Price	\$	
- Change Order #3 – Milestone 1: Change Order #3 – Signing	\$	
- Change Order #3 – Milestone 2: Due Upon Shipment of CO #3 Equipment	\$	,
Project Total	\$ 1	,445,567.46

[END OF DOCUMENT]

#### **STAFF REPORT**



**SUBJECT:** Approve a change order to the System Purchase Agreement between the City and L3 Harris

**DEPARTMENT:** Police/Fire

STAFF CONTACT: Captain Jeff Walker

#### **RECOMMENDATION:**

Approve Change Order #3 to the System Purchase Agreement

#### **BACKGROUND:**

In December of 2021 the City of Stephenville entered into a system purchase agreement with L3 Harris Technologies to implement a new public safety radio system.

As part of our original contract with L3 Harris was the addition of an analog interoperability gateway. This provides for interoperability between different communication systems that use different frequency bands and technologies. In this case, we are upgrading to a new P25 digital trunked system but still need to be able to communicate with older analog systems that operate on VHF and UHF frequency bands such as the Sheriff's Office and other surrounding agencies.

To achieve this interoperability, an interoperability gateway is required. This gateway acts as a bridge between the different communication systems, allowing them to communicate with each other. By acquiring the radios that are compatible with both the new P25 digital trunked system and the older analog systems we will be able to communicate with other radio systems in the area, including those with whom they have mutual aid agreements or during emergencies such as the Erath County Fire Department and Erath County Sheriff's Department.

Per the original contract the Interop gateway was supposed to be installed at the police department and attached to the existing VHF/UHF base station radios. These radios are nearly 20 years old and are the only parts of the existing old radio system we were planning to continue using.

In consideration of moving forward with the Erath County Joint Dispatch Center (ECJDC), we feel that it would be most cost effective in the long term to add additional radios to the Prather tower site. If we move/leave the Interop gateway at the police department that equipment will have to be moved and relocated again to a new location for the ECJDC. Based on the complexity of the system we anticipate that it will cost more to move the Interop Gateway once the system is operational to a new 3rd party location than it would be to install the additional radios at Prather Tower.

Secondly, the location at Prather tower is ideal for the Interop gateway because of its prominent elevated location which receives excellent radio signals and its proximity to the new radio system hardware substructures. If the Interop gateway is installed at Prather tower, then it will not need to be moved or reconfigured for the joint dispatch center. This will minimize future cut-over costs and reduce the complexity for moving to a combined dispatch radio system.

Lastly, adding the new radios will eliminate the older radios and replace them with brand new, top of the line radios that will be covered under warranty and serviceable for the foreseeable future. This ensures that our system is completely integrated into the L3 Harris radio environment. This will reduce our upkeep and maintenance costs in the future, especially when a combined dispatch center is implemented.

The proposed configuration will allow for interoperability within a joint dispatch system, which can improve coordination and communication between different agencies during emergencies or large-scale events. While not part of the budgeted radio project, funding these radios now will reduce the costs of combined dispatch and represent a concrete investment in the future success and operability of both the new public safety radio system and combined dispatch.

L3 Harris has created a 3rd change order for the completion of the Interop portion as well as for additional radio equipment. This change order includes additional radio accessory equipment that both the police and fire departments.

#### **FISCAL IMPACT SUMMARY:**

The total cost of change order #3 is \$110,492.08 with \$48,257.48 due at signing, using the credit balance of \$22,038.72 and the remainder due upon shipment and delivery of equipment. This request is to utilize funding set aside for the creation of the Erath County Joint Dispatch Center.

#### **ALTERNATIVES**

#### **STAFF REPORT**



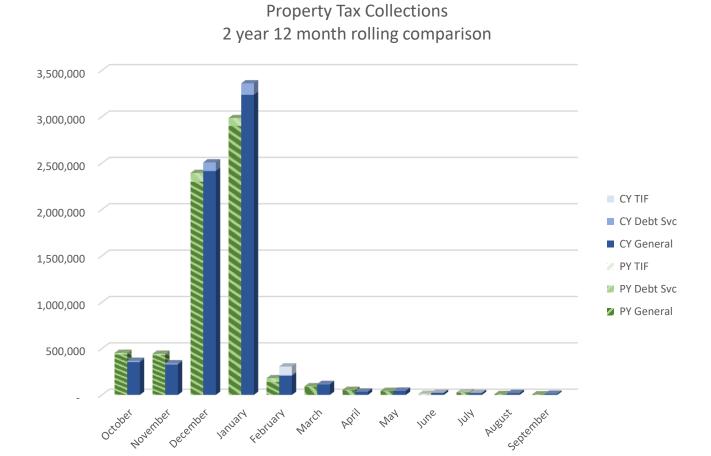
**SUBJECT:** Monthly Budget Report for the Period Ending September 30, 2023

**DEPARTMENT:** Finance

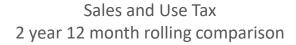
**STAFF CONTACT:** Monica Harris

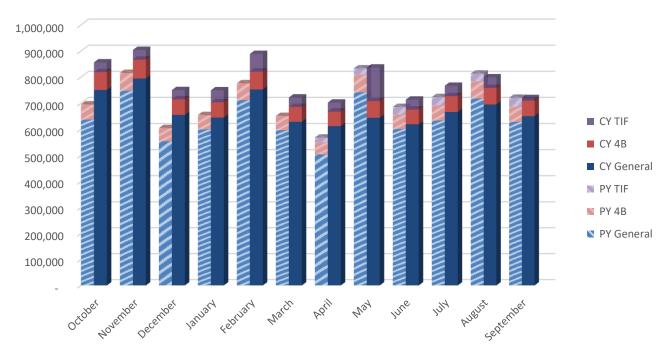
#### **BACKGROUND:**

In reviewing the financial statements ending September 30, 2023, the financial indicators are overall as or better than anticipated.

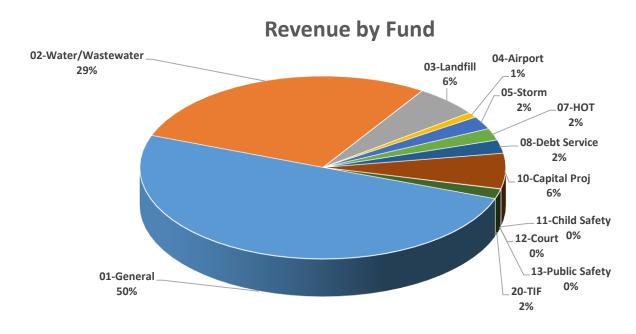


We received \$13K in property taxes in the month of September, resulting in a \$455K increase over the funds collected last fiscal year to date. The amount collected is 98% of the budget, which is \$173K less than anticipated.

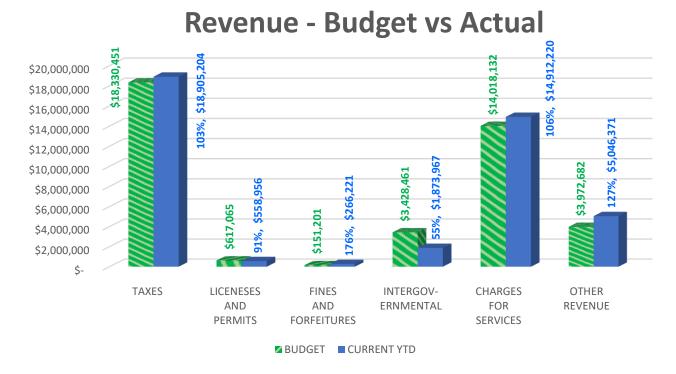




We received \$720K in sales tax in September, resulting in \$866K or 10% more than the funds collected last fiscal year to date. The amount collected is 104% of the \$9 million budget, which is \$364K higher than anticipated.

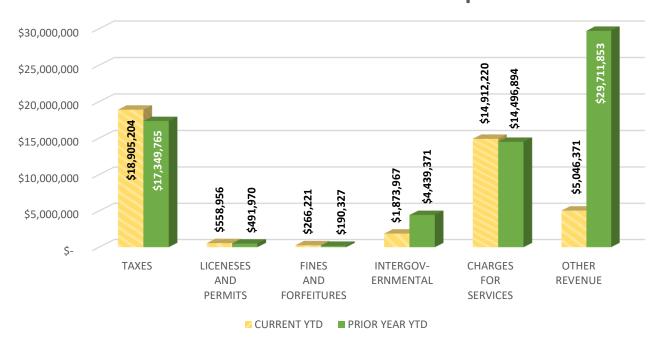


Of the \$46 million revenue received to date, 50% was received in the General Fund, 29% was received in the Water/Wastewater Fund and 6% was received in the Landfill Fund.

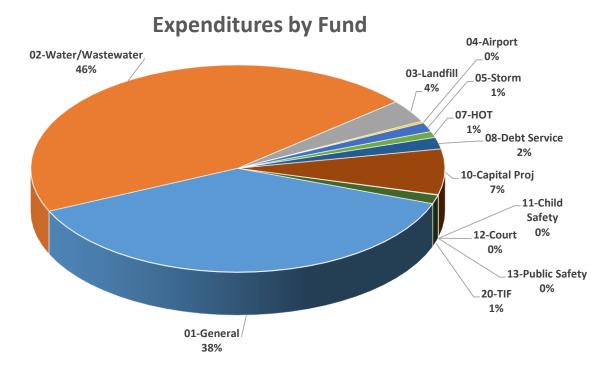


We have received 103% of the total budgeted revenues through September, which is \$1 million more than anticipated due to taxes, charges for services, court fines, and other revenue such as investment income and donations.

### **Revenue - Prior Year Comparison**

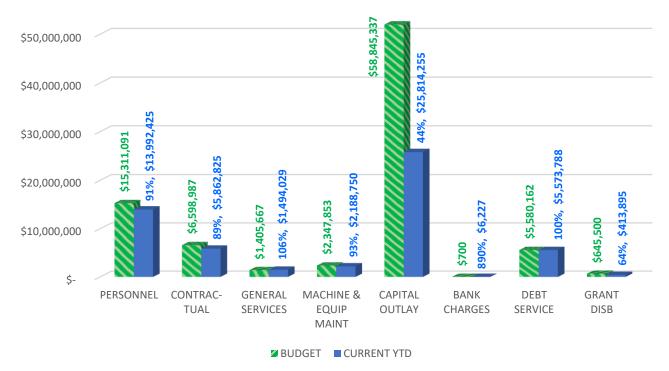


We received \$25.1 million less in revenue through September than last year to date due to debt proceeds received in the prior fiscal year; however, we have received \$1.6 million more in taxes, \$67K more in permits, \$76K more in fines, and \$415K more in charges for services over last year to date.



Of the \$59.7 million spent to date, 46% was expended in the Water/Wastewater Fund, 38% was expended in the General Fund, 7% was expended the Capital Projects Fund, and 4% was expended in the Landfill Fund.





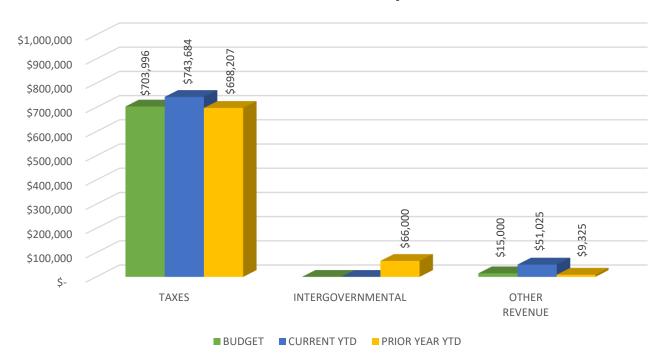
We have expended 61% of the total budgeted expenditures through September, which is \$35.4 million less than anticipated due to personnel, contractual and capital outlay.

### **Expenditures - Prior Year Comparison**



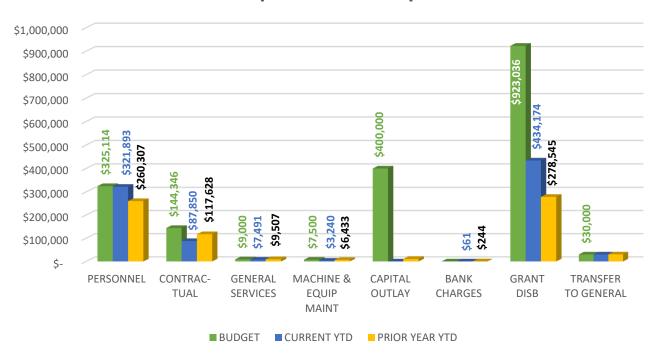
We spent \$14.2 million more in expenditures through September than last year to date, the bulk of which is capital outlay.

#### **SEDA Revenue Comparison**



SEDA has received an overall 111% of budgeted revenue through September, which is \$21K more than last year to date and \$76K more than anticipated due to taxes and interest income.

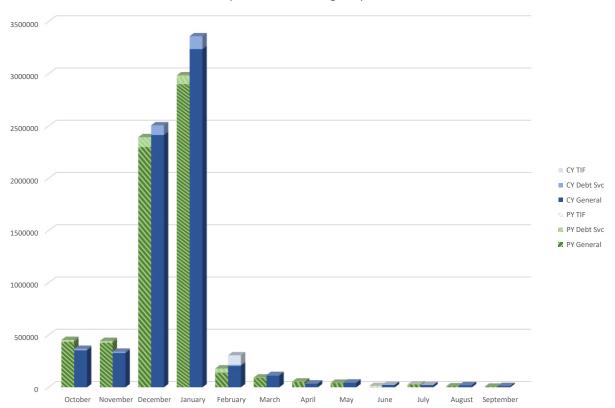
### **SEDA Expenditure Comparison**



SEDA has spent an overall 48% of budgeted expenditures through September, which is \$171K more than last year to date due to personnel and grant disbursements but \$954K less than anticipated due to capital outlay and grant disbursements.



### Property Tax Collections 2 year 12 month rolling comparison



Month	General Fund	Debt Svc	TIF	Total	Month	General Fund	Debt Svc	TIF	Total
Oct-21	435,350	17,955	-	453,305	Oct-22	353,997	13,810	-	367,806
Nov-21	426,306	17,588	-	443,894	Nov-22	328,095	12,581	-	340,676
Dec-21	2,299,000	94,802	-	2,393,802	Dec-22	2,414,751	92,491	-	2,507,242
Jan-22	2,900,794	84,898	-	2,985,692	Jan-23	3,236,094	123,719	-	3,359,813
Feb-22	139,716	40,485	-	180,201	Feb-23	204,376	11,299	90,511	306,185
Mar-22	89,653	3,698	-	93,351	Mar-23	113,674	4,365	-	118,039
Apr-22	52,666	2,172	-	54,838	Apr-23	34,588	1,329	-	35,917
May-22	42,164	1,926	-	44,090	May-23	43,776	1,691	-	45,467
Jun-22	3,566	652	7,969	12,187	Jun-23	22,298	864	-	23,162
Jul-22	27,022	1,193	-	28,214	Jul-23	20,824	789	-	21,613
Aug-22	8,974	521	-	9,495	Aug-23	20,172	782	-	20,954
Sep-22	5,893	71	-	5,964	Sep-23	12,245	475	-	12,720
	12 month total		= =	6,705,033		12 month total		-	7,159,594
	Oct 2021-Sept 2	022	=	6,705,033		Oct 2022-Sept 2	2023	=	7,159,594
	FY 2021-2022 Total			6,705,033		FY 2022-2023 B	7,332,322		

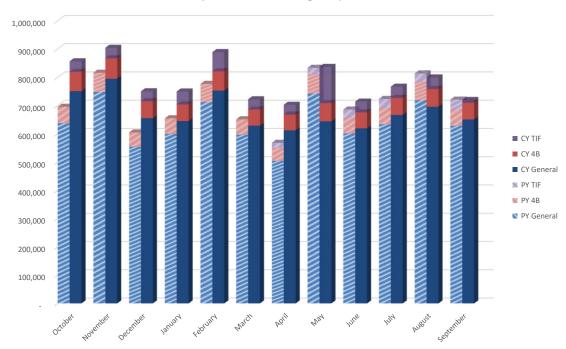
Collection to date as percentage of fiscal year total 100.00%

Collection to date as percentage of fiscal year budget

97.64%



### Sales and Use Tax 2 year 12 month rolling comparison



Month	General	4B	TIF	Total		Month	General	4B	TIF	Total	% Change =/-
Oct-21	637,613	57,965	-	695,578		Oct-22	750,926	68,266	37,363	856,555	23.14%
Nov-21	748,251	68,023	-	816,274		Nov-22	794,878	72,262	37,299	904,439	10.80%
Dec-21	554,591	50,417	-	605,009		Dec-22	655,484	59,589	35,438	750,511	24.05%
Jan-22	600,295	54,572	-	654,868		Jan-23	645,364	58,669	45,703	749,737	14.49%
Feb-22	712,030	64,730	-	776,760		Feb-23	752,799	68,436	67,794	889,029	14.45%
Mar-22	597,069	54,279	-	651,348		Mar-23	628,988	57,181	35,931	722,100	10.86%
Apr-22	504,572	45,870	18,078	568,520		Apr-23	612,376	55,671	34,659	702,706	23.60%
May-22	742,430	67,494	23,768	833,692		May-23	644,203	64,276	128,365	836,844	0.38%
Jun-22	601,902	54,718	29,243	685,863		Jun-23	619,536	56,321	38,026	713,883	4.09%
Jul-22	634,088	57,644	31,769	723,501		Jul-23	666,728	60,612	39,634	766,973	6.01%
Aug-22	718,562	65,324	29,738	813,623		Aug-23	695,586	63,235	40,619	799,440	-1.74%
Sep-22	628,870	57,170	35,054	721,094		Sep-22	650,824	59,166	10,003	719,994	-0.15%
	12 month total		- -	8,546,130			12 month total			9,412,210	10.13%
	Oct 2021-Sept	2022	-	8,546,130			Oct 2022-Sept	2023	=	9,412,210	10.13%
	FY 2021-2022	Total		8,546,130			FY 2022-2023	Budget		9,047,981	
	Collection	to date as pe	rcentage of fisc	al year total	100.00%		Collection to da	ate as perce	ntage of fisca	l year budget	104.03%





Fund: 01 - GENERAL FUND

	CU	RRENT MONTH		YEAR TO DATE				ANNUAL BUDGET			
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%	
REVENUE SUMMARY											
TAXES	761,918.76	800,408.79	(38,490.03)	17,137,233.69	16,675,797.00	461,436.69	103	16,675,797.00	461,436.69	-3	
LICENSES AND PERMITS	71,454.36	26,523.66	44,930.70	532,789.19	588,565.00	(55,775.81)	91	588,565.00	(55,775.81)	9	
FINES AND FORFEITURES	14,783.91	5,543.32	9,240.59	252,166.19	141,940.00	110,226.19	178	141,940.00	110,226.19	-78	
INTERGOVERNMENTAL	25,262.56	196,905.63	(171,643.07)	707,284.93	399,868.00	307,416.93	177	399,868.00	307,416.93	-77	
CHARGES FOR SERVICES	229,525.32	176,661.19	52,864.13	1,190,796.06	1,203,208.00	(12,411.94)	99	1,203,208.00	(12,411.94)	1	
OTHER REVENUE	114,193.63	100,477.08	13,716.55	1,547,216.28	758,585.00	788,631.28	204	758,585.00	788,631.28	-104	
TRANSFER	0.00	0.00	0.00	1,679,307.00	1,679,307.00	0.00	100	1,679,307.00	0.00	0	
TOTAL REVENUE	1,217,138.54	1,306,519.67	(89,381.13)	23,046,793.34	21,447,270.00	1,599,523.34	107	21,447,270.00	1,599,523.34	-7	
EXPENSE SUMMARY											
CITY COUNCIL	14,468.49	112,336.47	97,867.98	1,171,598.37	1,340,950.00	169,351.63	87	1,340,950.00	(169,351.63)	13	
CITY MANAGER	51,040.00	46,840.64	(4,199.36)	312,515.48	356,165.00	43,649.52	88	356,165.00	(43,649.52)	12	
CITY SECRETARY	12,320.11	17,540.15	5,220.04	147,516.34	155,487.00	7,970.66	95	155,487.00	(7,970.66)	5	
EMERGENCY MANAGEMENT	406.73	1,509.11	1,102.38	15,788.45	18,108.00	2,319.55	87	18,108.00	(2,319.55)	13	
MUNICIPAL BUILDING	12,794.85	17,530.37	4,735.52	138,124.40	199,936.00	61,811.60	69	199,936.00	(61,811.60)	31	
MUNICIPAL SERVICES CTR	(10,653.15)	12,522.26	23,175.41	107,317.79	122,834.00	15,516.21	87	122,834.00	(15,516.21)	13	
HUMAN RESOURCES	23,874.65	22,282.98	(1,591.67)	180,235.27	224,890.00	44,654.73	80	224,890.00	(44,654.73)	20	
DOWNTOWN	38,033.84	22,487.70	(15,546.14)	240,874.79	228,123.00	(12,751.79)	106	228,123.00	12,751.79	-6	
FINANCE	110,746.80	96,275.33	(14,471.47)	686,837.01	881,636.00	194,798.99	78	881,636.00	(194,798.99)	22	
INFORMATION TECHNOLOGY	31,011.95	44,685.45	13,673.50	417,690.62	431,457.00	13,766.38	97	431,457.00	(13,766.38)	3	
TAX	16.00	16,732.86	16,716.86	197,469.76	200,793.00	3,323.24	98	200,793.00	(3,323.24)	2	
LEGAL COUNSEL	10,034.14	11,035.21	1,001.07	116,728.55	132,587.00	15,858.45	88	132,587.00	(15,858.45)	12	
MUNICIPAL COURT	15,529.38	14,208.68	(1,320.70)	140,285.96	139,785.00	(500.96)	100	139,785.00	500.96	0	
STREET MAINTENANCE	82,261.60	106,677.15	24,415.55	783,560.03	1,083,683.00	300,122.97	72	1,083,683.00	(300,122.97)	28	
PARKS & LEISURE ADM	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00		

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#### **Budget Variance Report**

Fund: 01 - GENERAL FUND



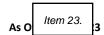
	CI	JRRENT MONTH		YEAR TO DATE				ANNUAL BUDGET			
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%	
PARKS & RECREATION	220,886.68	238,061.84	17,175.16	2,122,886.43	2,357,980.00	235,093.57	90	2,357,980.00	(235,093.57)	10	
PARK MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00		
LIBRARY	35,111.55	32,455.43	(2,656.12)	266,149.93	282,811.00	16,661.07	94	282,811.00	(16,661.07)	6	
SENIOR CENTER	18,684.72	108,086.23	89,401.51	177,018.64	1,252,674.00	1,075,655.36	14	1,252,674.00	(1,075,655.36)	86	
AQUATIC CENTER	24,319.42	26,817.18	2,497.76	288,994.40	412,045.00	123,050.60	70	412,045.00	(123,050.60)	30	
FIRE DEPARTMENT	601,714.01	600,339.44	(1,374.57)	5,013,409.82	5,044,998.00	31,588.18	99	5,044,998.00	(31,588.18)	1	
POLICE DEPARTMENT	718,381.95	843,848.28	125,466.33	7,252,058.94	7,881,045.00	628,986.06	92	7,881,045.00	(628,986.06)	8	
DEVELOPMENT SERVICES	153,190.50	117,484.46	(35,706.04)	787,209.20	1,070,126.00	282,916.80	74	1,070,126.00	(282,916.80)	26	
GIS	11,703.61	11,390.74	(312.87)	85,315.72	93,828.00	8,512.28	91	93,828.00	(8,512.28)	9	
TRANSFERS	0.00	6,155.37	6,155.37	1,845,185.54	1,845,186.00	0.46	100	1,845,186.00	(0.46)	0	
TOTAL EXPENSE	2,175,877.83	2,527,303.33	351,425.50	22,494,771.44	25,757,127.00	3,262,355.56	87	25,757,127.00	3,262,355.56	13	
REVENUE OVER/(UNDER) EXPENDITURE	(958,739.29)	(1,220,783.66)	262,044.37	552,021.90	(4,309,857.00)	4,861,878.90		(4,309,857.00)	(1,662,832.22)		

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### **Fund: 02 - WATER AND WASTEWATER FUND**

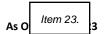
	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
LICENSES AND PERMITS	0.00	0.00	0.00	1,417.97	1,000.00	417.97	142	1,000.00	417.97	-42
INTERGOVERNMENTAL	0.00	220,763.49	(220,763.49)	24,000.00	2,637,556.00	(2,613,556.00)	1	2,637,556.00	(2,613,556.00)	99
CHARGES FOR SERVICES	1,227,089.78	1,056,215.21	170,874.57	11,202,976.08	10,471,363.00	731,613.08	107	10,471,363.00	731,613.08	-7
OTHER REVENUE	150,082.70	108,268.20	41,814.50	1,759,061.79	463,000.00	1,296,061.79	380	463,000.00	1,296,061.79	-280
TRANSFER	0.00	0.00	0.00	82,662.00	82,662.00	0.00	100	82,662.00	0.00	0
TOTAL REVENUE	1,377,172.48	1,385,246.90	(8,074.42)	13,070,117.84	13,655,581.00	(585,463.16)	96	13,655,581.00	(585,463.16)	4
EXPENSE SUMMARY										
UTILITIES ADMINISTRATION	106,010.80	696,918.64	590,907.84	3,860,366.43	7,824,340.00	3,963,973.57	49	7,824,340.00	(3,963,973.57)	51
WATER PRODUCTION	124,944.27	588,680.59	463,736.32	5,175,344.56	6,957,099.00	1,781,754.44	74	6,957,099.00	(1,781,754.44)	26
WATER DISTRIBUTION	182,640.89	305,974.41	123,333.52	3,330,851.64	3,553,647.00	222,795.36	94	3,553,647.00	(222,795.36)	6
CUSTOMER SERVICE	21,637.57	39,341.57	17,704.00	356,505.36	374,470.00	17,964.64	95	374,470.00	(17,964.64)	5
WASTEWATER COLLECTION	1,407,254.00	2,055,982.22	648,728.22	7,529,315.62	24,415,702.00	16,886,386.38	31	24,415,702.00	(16,886,386.38)	69
WASTEWATER TREATMENT	101,099.84	168,949.83	67,849.99	1,296,470.29	2,027,062.00	730,591.71	64	2,027,062.00	(730,591.71)	36
BILLING & COLLECTION	50,602.74	46,327.37	(4,275.37)	515,691.80	505,266.00	(10,425.80)	102	505,266.00	10,425.80	-2
NON-DEPARTMENTAL	265,680.12	254,748.18	(10,931.94)	5,218,668.91	5,183,089.00	(35,579.91)	101	5,183,089.00	35,579.91	-1
TOTAL EXPENSE	2,259,870.23	4,156,922.81	1,897,052.58	27,283,214.61	50,840,675.00	23,557,460.39	54	50,840,675.00	23,557,460.39	46
REVENUE OVER/(UNDER) EXPENDITURE	(882,697.75)	(2,771,675.91)	1,888,978.16	(14,213,096.77)	(37,185,094.00)	22,971,997.23		(37,185,094.00)	(24,142,923.55)	

Fund: 03 - SANITARY LANDFILL FUND



	CURRENT MONTH		YEAR TO DATE				ANNUAL BUDGET			
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
CHARGES FOR SERVICES	109,413.96	97,248.35	12,165.61	1,318,235.16	1,160,581.00	157,654.16	114	1,160,581.00	157,654.16	-14
OTHER REVENUE	9,571.37	103,812.71	(94,241.34)	1,277,480.87	1,207,182.00	70,298.87	106	1,207,182.00	70,298.87	-6
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL REVENUE	118,985.33	201,061.06	(82,075.73)	2,595,716.03	2,367,763.00	227,953.03	110	2,367,763.00	227,953.03	-10
EXPENSE SUMMARY										
LANDFILL	59,788.34	192,899.76	133,111.42	2,152,615.20	2,262,594.00	109,978.80	95	2,262,594.00	(109,978.80)	5
TOTAL EXPENSE	59,788.34	192,899.76	133,111.42	2,152,615.20	2,262,594.00	109,978.80	95	2,262,594.00	109,978.80	5
REVENUE OVER/(UNDER) EXPENDITURE	59,196.99	8,161.30	51,035.69	443,100.83	105,169.00	337,931.83		105,169.00	117,974.23	

Fund: 04 - AIRPORT FUND



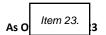
	CURRENT MONTH		YEAR TO DATE				ANNUAL BUDGET			
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
INTERGOVERNMENTAL	0.00	10,000.00	(10,000.00)	0.00	10,000.00	(10,000.00)	0	10,000.00	(10,000.00)	100
CHARGES FOR SERVICES	8,560.60	11,803.14	(3,242.54)	128,778.99	130,350.00	(1,571.01)	99	130,350.00	(1,571.01)	1
OTHER REVENUE	0.00	119,108.69	(119,108.69)	0.00	1,423,040.00	(1,423,040.00)	0	1,423,040.00	(1,423,040.00)	100
TRANSFER	0.00	0.00	0.00	297,325.00	297,325.00	0.00	100	297,325.00	0.00	0
TOTAL REVENUE	8,560.60	140,911.83	(132,351.23)	426,103.99	1,860,715.00	(1,434,611.01)	23	1,860,715.00	(1,434,611.01)	77
EXPENSE SUMMARY										
AIRPORT	32,847.43	146,862.20	114,014.77	159,166.17	1,719,462.00	1,560,295.83	9	1,719,462.00	(1,560,295.83)	91
TOTAL EXPENSE	32,847.43	146,862.20	114,014.77	159,166.17	1,719,462.00	1,560,295.83	9	1,719,462.00	1,560,295.83	91
REVENUE OVER/(UNDER) EXPENDITURE	(24,286.83)	(5,950.37)	(18,336.46)	266,937.82	141,253.00	125,684.82		141,253.00	(2,994,906.84)	

As O Item 23.

Fund: 05 - STORM WATER DRAINAGE FUND

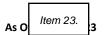
	CURRENT MONTH		YEAR TO DATE				ANNUAL BUDGET			
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
LICENSES AND PERMITS	0.00	2,092.50	(2,092.50)	19,390.28	25,000.00	(5,609.72)	78	25,000.00	(5,609.72)	22
INTERGOVERNMENTAL	5,050.00	9,416.25	(4,366.25)	5,050.00	112,500.00	(107,450.00)	4	112,500.00	(107,450.00)	96
CHARGES FOR SERVICES	83,103.80	84,615.00	(1,511.20)	1,001,707.38	1,015,380.00	(13,672.62)	99	1,015,380.00	(13,672.62)	1
OTHER REVENUE	4,582.73	633.08	3,949.65	39,231.23	2,250.00	36,981.23 1,7	744	2,250.00	36,981.23	1,644
TOTAL REVENUE	92,736.53	96,756.83	(4,020.30)	1,065,378.89	1,155,130.00	(89,751.11)	92	1,155,130.00	(89,751.11)	8
EXPENSE SUMMARY										
STORM WATER DRAINAGE	0.00	29,305.11	29,305.11	878,704.29	1,062,812.00	184,107.71	83	1,062,812.00	(184,107.71)	17
TOTAL EXPENSE	0.00	29,305.11	29,305.11	878,704.29	1,062,812.00	184,107.71	83	1,062,812.00	184,107.71	17
REVENUE OVER/(UNDER) EXPENDITURE	92,736.53	67,451.72	25,284.81	186,674.60	92,318.00	94,356.60		92,318.00	(273,858.82)	

**Fund: 07 - HOTEL OCCUPANCY TAX FUND** 



	CURRENT MONTH			YEAR TO DATE		ANNUAL BUDGET			
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE %	TOTAL	REMAINING	%
REVENUE SUMMARY									
TAXES	142,908.38	70,720.47	72,187.91	860,697.36	694,278.00	166,419.36 124	694,278.00	166,419.36	-24
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CHARGES FOR SERVICES	0.00	0.00	0.00	61,202.49	24,750.00	36,452.49 247	24,750.00	36,452.49	-147
OTHER REVENUE	5,631.48	1,413.25	4,218.23	52,888.81	4,500.00	48,388.81 1,175	4,500.00	48,388.81	1,075
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL REVENUE	148,539.86	72,133.72	76,406.14	974,788.66	723,528.00	251,260.66 135	723,528.00	251,260.66	-35
EXPENSE SUMMARY									
TOURISM	69,451.49	57,154.09	(12,297.40)	437,635.69	786,707.00	349,071.31 56	786,707.00	(349,071.31)	44
NON-DEPARTMENTAL	0.00	0.00	0.00	135,902.50	0.00	(135,902.50)	0.00	135,902.50	
TOTAL EXPENSE	69,451.49	57,154.09	(12,297.40)	573,538.19	786,707.00	213,168.81 73	786,707.00	213,168.81	27
REVENUE OVER/(UNDER) EXPENDITURE	79,088.37	14,979.63	64,108.74	401,250.47	(63,179.00)	464,429.47	(63,179.00)	38,091.85	

Fund: 08 - DEBT SERVICE FUND



	CURRENT MONTH		YEAR TO DATE				ANNUAL BUDGET			
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
TAXES	579.64	119.29	460.35	265,929.38	270,443.00	(4,513.62)	98	270,443.00	(4,513.62)	2
OTHER REVENUE	47.13	121.60	(74.47)	2,652.41	500.00	2,152.41	530	500.00	2,152.41	-430
TRANSFER	0.00	0.00	0.00	823,850.00	823,850.00	0.00	100	823,850.00	0.00	0
TOTAL REVENUE	626.77	240.89	385.88	1,092,431.79	1,094,793.00	(2,361.21)	100	1,094,793.00	(2,361.21)	0
EXPENSE SUMMARY										
DEBT SERVICE	0.00	58.59	58.59	1,092,507.92	1,092,925.00	417.08	100	1,092,925.00	(417.08)	0
TOTAL EXPENSE	0.00	58.59	58.59	1,092,507.92	1,092,925.00	417.08	100	1,092,925.00	417.08	0
REVENUE OVER/(UNDER) EXPENDITURE	626.77	182.30	444.47	(76.13)	1,868.00	(1,944.13)		1,868.00	(2,778.29)	

As O Item 23.

Fund: 10 - CAPITAL PROJECTS FUND

	CURRENT MONTH		YEAR TO DATE				ANNUAL BUDGET			
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
LICENSES AND PERMITS	210.00	209.25	0.75	5,358.75	2,500.00	2,858.75	214	2,500.00	2,858.75	-114
INTERGOVERNMENTAL	0.00	265,737.00	(265,737.00)	1,134,262.95	265,737.00	868,525.95	427	265,737.00	868,525.95	-327
CHARGES FOR SERVICES	2,230.50	1,046.25	1,184.25	8,523.63	12,500.00	(3,976.37)	68	12,500.00	(3,976.37)	32
OTHER REVENUE	30,524.08	30,275.97	248.11	336,697.25	112,500.00	224,197.25	299	112,500.00	224,197.25	-199
TRANSFER	0.00	0.00	0.00	1,384,897.00	1,384,897.00	0.00	100	1,384,897.00	0.00	0
TOTAL REVENUE	32,964.58	297,268.47	(264,303.89)	2,869,739.58	1,778,134.00	1,091,605.58	161	1,778,134.00	1,091,605.58	-61
EXPENSE SUMMARY										
STREET MAINTENANCE	500.00	730,492.69	729,992.69	3,258,283.54	8,730,036.00	5,471,752.46	37	8,730,036.00	(5,471,752.46)	63
PARKS & RECREATION	0.00	167,400.00	167,400.00	988,984.00	2,000,000.00	1,011,016.00	49	2,000,000.00	(1,011,016.00)	51
FIRE DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL EXPENSE	500.00	897,892.69	897,392.69	4,247,267.54	10,730,036.00	6,482,768.46	40	10,730,036.00	6,482,768.46	60
REVENUE OVER/(UNDER) EXPENDITURE	32,464.58	(600,624.22)	633,088.80	(1,377,527.96)	(8,951,902.00)	7,574,374.04		(8,951,902.00)	(5,391,162.88)	

Fund: 11 - CHILD SAFETY FUND



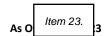
	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET			
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%	
REVENUE SUMMARY											
FINES AND FORFEITURES	398.09	218.78	179.31	2,169.57	2,500.00	(330.43)	87	2,500.00	(330.43)	13	
OTHER REVENUE	43.32	21.87	21.45	406.04	75.00	331.04	541	75.00	331.04	-441	
TOTAL REVENUE	441.41	240.65	200.76	2,575.61	2,575.00	0.61	100	2,575.00	0.61	0	
EXPENSE SUMMARY											
CHILD SAFETY	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00		
TOTAL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00		
REVENUE OVER/(UNDER) EXPENDITURE	441.41	240.65	200.76	2,575.61	2,575.00	0.61		2,575.00	0.61		

As O Item 23.

Fund: 12 - COURT TECHNOLOGY FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET			
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%	
REVENUE SUMMARY											
FINES AND FORFEITURES	1,221.53	874.16	347.37	11,885.59	6,761.00	5,124.59	176	6,761.00	5,124.59	-76	
OTHER REVENUE	132.21	45.31	86.90	1,107.84	150.00	957.84	739	150.00	957.84	-639	
TOTAL REVENUE	1,353.74	919.47	434.27	12,993.43	6,911.00	6,082.43	188	6,911.00	6,082.43	-88	
EXPENSE SUMMARY											
COURT TECHNOLOGY	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00		
TOTAL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00		
REVENUE OVER/(UNDER) EXPENDITURE	1,353.74	919.47	434.27	12,993.43	6,911.00	6,082.43		6,911.00	6,082.43		

Fund: 13 - PUBLIC SAFETY FUND



	CURRENT MONTH		YEAR TO DATE				ANNUAL BUDGET			
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
FINES AND FORFEITURES	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
INTERGOVERNMENTAL	0.00	0.00	0.00	3,369.07	2,800.00	569.07	120	2,800.00	569.07	-20
OTHER REVENUE	247.74	202.50	45.24	3,704.20	750.00	2,954.20	494	750.00	2,954.20	-394
TOTAL REVENUE	247.74	202.50	45.24	7,073.27	3,550.00	3,523.27	199	3,550.00	3,523.27	-99
EXPENSE SUMMARY										
PUBLIC SAFETY	(2,971.10)	5,096.69	8,067.79	42,516.82	61,067.00	18,550.18	70	61,067.00	(18,550.18)	30
TOTAL EXPENSE	(2,971.10)	5,096.69	8,067.79	42,516.82	61,067.00	18,550.18	70	61,067.00	18,550.18	30
REVENUE OVER/(UNDER) EXPENDITURE	3,218.84	(4,894.19)	8,113.03	(35,443.55)	(57,517.00)	22,073.45		(57,517.00)	(15,026.91)	

### Fund: 20 - TAX INCREMENT FINANCING FUND

	CURRENT MONTH		YEAR TO DATE				ANNUAL BUDGET			
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
TAXES	10,003.42	51,540.00	(41,536.58)	641,343.92	689,933.00	(48,589.08)	93	689,933.00	(48,589.08)	7
OTHER REVENUE	3,829.42	36.57	3,792.85	25,924.24	150.00	25,774.247,2	283	150.00	25,774.24	7,183
TRANSFER	0.00	0.00	0.00	133,917.00	133,917.00	0.00 1	100	133,917.00	0.00	0
TOTAL REVENUE	13,832.84	51,576.57	(37,743.73)	801,185.16	824,000.00	(22,814.84)	97	824,000.00	(22,814.84)	3
EXPENSE SUMMARY										
TAX INCREMENT FINANCING	0.00	0.00	0.00	823,850.00	823,850.00	0.00 1	100	823,850.00	0.00	0
TOTAL EXPENSE	0.00	0.00	0.00	823,850.00	823,850.00	0.00 1	100	823,850.00	0.00	0
REVENUE OVER/(UNDER) EXPENDITURE	13,832.84	51,576.57	(37,743.73)	(22,664.84)	150.00	(22,814.84)	·	150.00	(22,814.84)	

As O Item 23. 3

Fund: 79 - SEDA

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET			
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%	
REVENUE SUMMARY											
TAXES	59,165.84	60,088.39	(922.55)	743,684.18	703,996.00	39,688.18	106	703,996.00	39,688.18	-6	
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00		
OTHER REVENUE	4,776.69	4,427.13	349.56	51,024.76	15,000.00	36,024.76	340	15,000.00	36,024.76	-240	
TOTAL REVENUE	63,942.53	64,515.52	(572.99)	794,708.94	718,996.00	75,712.94	111	718,996.00	75,712.94	-11	
EXPENSE SUMMARY											
SEDA	84,525.24	167,172.19	82,646.95	884,709.03	1,838,996.00	954,286.97	48	1,838,996.00	(954,286.97)	52	
TOTAL EXPENSE	84,525.24	167,172.19	82,646.95	884,709.03	1,838,996.00	954,286.97	48	1,838,996.00	954,286.97	52	
REVENUE OVER/(UNDER) EXPENDITURE	(20,582.71)	(102,656.67)	82,073.96	(90,000.09)	(1,120,000.00)	1,029,999.91		(1,120,000.00)	(878,574.03)		

# **Prior-Year Comparative Income Stater** ltem 23. **Group Summary**



City of Stephenville

For the Period Ending 09/30/2023

	2021-2022	2022-2023	Sept. Variance Favorable /		2021-2022	2022-2023	YTD Variance Favorable /	
Categor	Sept. Activity	Sept. Activity	(Unfavorable)	Variance %	YTD Activity	YTD Activity	(Unfavorable)	Variance %
Fund: 01 - GENERAL FUND			(				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Revenue								
40 - TAXES	787,753.30	761,918.76	-25,834.54	-3.28%	16,183,615.87	17,137,233.69	953,617.82	5.89%
41 - LICENSES AND PERMITS	41,055.04	71,454.36	30,399.32	74.05%	468,974.47	532,789.19	63,814.72	13.61%
42 - FINES AND FORFEITURES	7,913.73	14,783.91	6,870.18	86.81%	150,038.27	252,166.19	102,127.92	68.07%
43 - INTERGOVERNMENTAL	261,041.44	25,262.56	-235,778.88	-90.32%	447,927.31	707,284.93	259,357.62	57.90%
44 - CHARGES FOR SERVICES	269,817.97	229,525.32	-40,292.65	-14.93%	1,268,076.37	1,190,796.06	-77,280.31	-6.09%
45 - OTHER REVENUE	122,463.33	114,193.63	-8,269.70	-6.75%	3,644,127.22	1,547,216.28	-2,096,910.94	-57.54%
49 - TRANSFER	0.00	0.00	0.00	0.00%	957,579.00	1,679,307.00	721,728.00	75.37%
Revenue Total:	1,490,044.81	1,217,138.54	-272,906.27	-18.32%	23,120,338.51	23,046,793.34	-73,545.17	-0.32%
Expense								
Department: 101 - CITY COUNCIL								
51 - PERSONNEL	2,422.16	2,437.70	-15.54	-0.64%	22,065.89	23,518.35	-1,452.46	-6.58%
52 - CONTRACTUAL	31,880.62	11,454.28	20,426.34	64.07%	87,195.64	167,439.63	-80,243.99	-92.03%
53 - GENERAL SERVICES	66.27	576.51	-510.24	-769.94%	558.00	4,571.26	-4,013.26	-719.22%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	794,669.94	-794,669.94	0.00%
58 - GRANT DISBURSEMENTS	0.00	0.00	0.00	0.00%	0.00	181,399.19	-181,399.19	0.00%
Department 101 - CITY COUNCIL Total:	34,369.05	14,468.49	19,900.56	57.90%	109,819.53	1,171,598.37	-1,061,778.84	-966.84%
Department: 102 - CITY MANAGER								
51 - PERSONNEL	32,765.04	50,215.83	-17,450.79	-53.26%	531,880.87	301,589.88	230,290.99	43.30%
52 - CONTRACTUAL	775.74	659.52	116.22	14.98%	22,904.26	8,817.86	14,086.40	61.50%
53 - GENERAL SERVICES	275.23	164.65	110.58	40.18%	1,725.66	2,107.74	-382.08	-22.14%
Department 102 - CITY MANAGER Total:	33,816.01	51,040.00	-17,223.99	-50.93%	556,510.79	312,515.48	243,995.31	43.84%
Department: 103 - CITY SECRETARY								
51 - PERSONNEL	0.00	11,594.99	-11,594.99	0.00%	70,642.50	83,259.75	-12,617.25	-17.86%
52 - CONTRACTUAL	8,171.48	725.12	7,446.36	91.13%	43,707.59	22,109.76	21,597.83	49.41%
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	1,130.52	869.97	260.55	23.05%
54 - MACHINE & EQUIPMENT MAI	25.38	0.00	25.38	100.00%	39,894.01	41,276.86	-1,382.85	-3.47%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	21,038.11	0.00	21,038.11	100.00%
Department 103 - CITY SECRETARY Total:	8,196.86	12,320.11	-4,123.25	-50.30%	176,412.73	147,516.34	28,896.39	16.38%
Department: 104 - EMERGENCY MANAGEMENT								
52 - CONTRACTUAL	569.86	406.73	163.13	28.63%	15,325.87	15,788.45	-462.58	-3.02%
Department 104 - EMERGENCY MANAGEMENT Total:	569.86	406.73	163.13	28.63%	15,325.87	15,788.45	-462.58	-3.02%

	2021-2022 Sept. Activity	2022-2023 Sept. Activity	Sept. Variance Favorable / (Unfavorable)	Variance %	2021-2022 YTD Activity	2022-2023 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Categor	Sept. Activity	Sept. Activity	(Olliavolable)	variance /6	TID Activity	11D Activity	(Olliavorable)	Variance /6
Department: 105 - MUNICIPAL BUILDING								
51 - PERSONNEL	2,623.83	3,384.34	-760.51	-28.98%	21,436.91	26,243.12	-4,806.21	-22.42%
52 - CONTRACTUAL	13,286.85	5,398.86	7,887.99	59.37%	35,719.84	41,478.51	-5,758.67	-16.12%
53 - GENERAL SERVICES	5,877.60	874.09	5,003.51	85.13%	16,579.86	13,507.46	3,072.40	18.53%
54 - MACHINE & EQUIPMENT MAI	339.33	437.56	-98.23	-28.95%	22,208.55	30,130.87	-7,922.32	-35.67%
55 - CAPITAL OUTLAY	0.00	2,700.00	-2,700.00	0.00%	0.00	26,764.44	-26,764.44	0.00%
Department 105 - MUNICIPAL BUILDING Total:	22,127.61	12,794.85	9,332.76	42.18%	95,945.16	138,124.40	-42,179.24	-43.96%
Department: 106 - MUNICIPAL SERVICES CTR								
51 - PERSONNEL	7,204.43	8,035.48	-831.05	-11.54%	57,086.85	62,253.25	-5,166.40	-9.05%
52 - CONTRACTUAL	2,914.55	2,702.39	212.16	7.28%	28,831.49	31,042.29	-2,210.80	-7.67%
53 - GENERAL SERVICES	-23,034.87	-21,566.02	-1,468.85	-6.38%	4,060.23	122.14	3,938.09	96.99%
54 - MACHINE & EQUIPMENT MAI	1,377.00	175.00	1,202.00	87.29%	8,252.48	13,900.11	-5,647.63	-68.44%
Department 106 - MUNICIPAL SERVICES CTR Total:	-11,538.89	-10,653.15	-885.74	-7.68%	98,231.05	107,317.79	-9,086.74	-9.25%
Department: 107 - HUMAN RESOURCES								
51 - PERSONNEL	10,497.57	18,016.20	-7,518.63	-71.62%	89,445.15	96,767.33	-7,322.18	-8.19%
52 - CONTRACTUAL	16,420.20	5,767.81	10,652.39	64.87%	89,293.61	82,098.75	7,194.86	8.06%
53 - GENERAL SERVICES	349.99	90.64	259.35	74.10%	1,009.61	1,369.19	-359.58	-35.62%
54 - MACHINE & EQUIPMENT MAI	15,748.95	0.00	15,748.95	100.00%	15,748.95	0.00	15,748.95	100.00%
Department 107 - HUMAN RESOURCES Total:	43,016.71	23,874.65	19,142.06	44.50%	195,497.32	180,235.27	15,262.05	7.81%
Department: 108 - DOWNTOWN								
51 - PERSONNEL	9,776.39	1,274.84	8,501.55	86.96%	52,175.15	68,820.52	-16,645.37	-31.90%
52 - CONTRACTUAL	1,957.38	15,703.76	-13,746.38	-702.28%	33,549.86	71,033.97	-37,484.11	-111.73%
53 - GENERAL SERVICES	11.94	1,315.24	-1,303.30	-10,915.41%	5,820.62	3,095.30	2,725.32	46.82%
55 - CAPITAL OUTLAY	0.00	19,740.00	-19,740.00	0.00%	25,127.19	97,925.00	-72,797.81	-289.72%
Department 108 - DOWNTOWN Total:	11,745.71	38,033.84	-26,288.13	-223.81%	116,672.82	240,874.79	-124,201.97	-106.45%
Department: 201 - FINANCE								
51 - PERSONNEL	59,532.21	66,093.50	-6,561.29	-11.02%	388,294.60	469,691.44	-81,396.84	-20.96%
52 - CONTRACTUAL	27,572.46	3,894.53	23,677.93	85.88%	125,449.19	98,093.40	27,355.79	21.81%
53 - GENERAL SERVICES	417.75	426.64	-8.89	-2.13%	1,791.29	1,644.33	146.96	8.20%
54 - MACHINE & EQUIPMENT MAI	0.00	2,862.50	-2,862.50	0.00%	26,107.14	78,006.69	-51,899.55	-198.79%
55 - CAPITAL OUTLAY	0.00	34,903.00	-34,903.00	0.00%	0.00	34,903.00	-34,903.00	0.00%
56 - BANK CHARGES	-375.00	2,566.63	-2,941.63	-784.43%	1,492.25	4,498.15	-3,005.90	-201.43%
Department 201 - FINANCE Total:	87,147.42	110,746.80	-23,599.38	-27.08%	543,134.47	686,837.01	-143,702.54	-26.46%
Department: 203 - INFORMATION TECHNOLOGY	-	•	-			•	•	
51 - PERSONNEL	34,848.27	25,281.65	9,566.62	27.45%	258,451.49	195,037.50	63,413.99	24.54%
52 - CONTRACTUAL	159.97	157.99	1.98	1.24%	4,155.18	1,675.21	2,479.97	59.68%
53 - GENERAL SERVICES	12,792.49	3,802.22	8,990.27	70.28%	69,584.48	48,439.18	2,479.97	39.06%
54 - MACHINE & EQUIPMENT MAI	0.00	1,770.09	-1,770.09	0.00%	135,589.62	172,538.73	-36,949.11	-27.25%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	19,114.29	0.00	19,114.29	100.00%
Department 203 - INFORMATION TECHNOLOGY Total:	47,800.73	31,011.95	16,788.78	35.12%	486,895.06	417,690.62	69,204.44	14.21%

Item 23.

	2021-2022	2022-2023	Sept. Variance Favorable /		2021-2022	2022-2023	YTD Variance Favorable /	
Categor	Sept. Activity	Sept. Activity	(Unfavorable)	Variance %	YTD Activity	YTD Activity	(Unfavorable)	Variance %
Department: 204 - TAX								
52 - CONTRACTUAL	23.20	16.00	7.20	31.03%	173,222.24	197,469.76	-24,247.52	-14.00%
Department 204 - TAX Total:	23.20	16.00	7.20	31.03%	173,222.24	197,469.76	-24,247.52	-14.00%
·					<b></b>		,	
Department: 301 - LEGAL COUNSEL 51 - PERSONNEL	14,253.58	10,034.14	4,219.44	29.60%	107,826.55	116,218.81	-8,392.26	-7.78%
52 - CONTRACTUAL	0.00	0.00	0.00	0.00%	21,923.24	498.93	•	-7.78% 97.72%
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	0.00	10.81	21,424.31 -10.81	0.00%
Department 301 - LEGAL COUNSEL Total:	14,253.58	10,034.14	4,219.44	29.60%	129,749.79	116,728.55	13,021.24	10.04%
·	14,233.36	10,034.14	4,213.44	25.00%	123,743.73	110,728.33	13,021.24	10.04%
Department: 302 - MUNICIPAL COURT				.=				. ==-/
51 - PERSONNEL	8,677.46	10,055.70	-1,378.24	-15.88%	72,112.20	75,501.82	-3,389.62	-4.70%
52 - CONTRACTUAL	4,757.95	4,093.51	664.44	13.96%	44,709.59	45,393.40	-683.81	-1.53%
53 - GENERAL SERVICES	857.52	1,380.17	-522.65	-60.95%	6,677.18	12,004.72	-5,327.54	-79.79%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00% - <b>8.65%</b>	4,531.88	7,386.02	-2,854.14	-62.98% - <b>9.57%</b>
Department 302 - MUNICIPAL COURT Total:	14,292.93	15,529.38	-1,236.45	-8.05%	128,030.85	140,285.96	-12,255.11	-9.57%
Department: 402 - STREET MAINTENANCE								
51 - PERSONNEL	52,541.70	42,628.31	9,913.39	18.87%	393,048.78	393,884.40	-835.62	-0.21%
52 - CONTRACTUAL	35,270.28	32,924.00	2,346.28	6.65%	232,495.82	234,548.18	-2,052.36	-0.88%
53 - GENERAL SERVICES	7,388.08	3,116.58	4,271.50	57.82%	38,401.62	43,128.32	-4,726.70	-12.31%
54 - MACHINE & EQUIPMENT MAI	15,026.69	3,592.71	11,433.98	76.09%	81,506.35	111,999.13	-30,492.78	-37.41%
55 - CAPITAL OUTLAY	-59,306.43	0.00	-59,306.43	-100.00%	43,983.75	0.00	43,983.75	100.00%
Department 402 - STREET MAINTENANCE Total:	50,920.32	82,261.60	-31,341.28	-61.55%	789,436.32	783,560.03	5,876.29	0.74%
Department: 501 - PARKS & RECREATION								
51 - PERSONNEL	101,780.22	133,151.79	-31,371.57	-30.82%	888,644.36	1,002,748.47	-114,104.11	-12.84%
52 - CONTRACTUAL	63,448.01	55,123.20	8,324.81	13.12%	445,627.98	429,068.34	16,559.64	3.72%
53 - GENERAL SERVICES	9,820.10	19,802.84	-9,982.74	-101.66%	159,631.89	195,816.71	-36,184.82	-22.67%
54 - MACHINE & EQUIPMENT MAI	2,476.89	12,808.85	-10,331.96	-417.13%	115,197.32	144,671.07	-29,473.75	-25.59%
55 - CAPITAL OUTLAY	-1,018.72	0.00	-1,018.72	-100.00%	285,579.83	298,537.11	-12,957.28	-4.54%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	501.08	5.33	495.75	98.94%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	52,039.40	52,039.40	0.00	0.00%
Department 501 - PARKS & RECREATION Total:	176,506.50	220,886.68	-44,380.18	-25.14%	1,947,221.86	2,122,886.43	-175,664.57	-9.02%
Department: 504 - LIBRARY								
51 - PERSONNEL	24,833.67	26,964.26	-2,130.59	-8.58%	192,987.89	208,216.69	-15,228.80	-7.89%
52 - CONTRACTUAL	2,944.69	2,934.65	10.04	0.34%	24,078.13	24,032.53	45.60	0.19%
53 - GENERAL SERVICES	6,352.15	5,212.64	1,139.51	17.94%	23,680.81	30,129.30	-6,448.49	-27.23%
54 - MACHINE & EQUIPMENT MAI	3,216.23	0.00	3,216.23	100.00%	12,298.92	3,771.41	8,527.51	69.34%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	15,512.54	0.00	15,512.54	100.00%
Department 504 - LIBRARY Total:	37,346.74	35,111.55	2,235.19	5.98%	268,558.29	266,149.93	2,408.36	0.90%
Department: 506 - SENIOR CENTER								
51 - PERSONNEL	10,466.44	11,150.70	-684.26	-6.54%	75,664.43	81,696.14	-6,031.71	-7.97%
52 - CONTRACTUAL	3,077.23	6,000.26	-2,923.03	-94.99%	36,463.80	37,146.22	-682.42	-1.87%

### **Prior-Year Comparative Income Statement**

### For the Period Ending 09

ior-real comparative income statement							101 the	i Ciloa Lilali
			Sept. Variance				YTD Variance	
	2021-2022	2022-2023	Favorable /		2021-2022	2022-2023	Favorable /	
Categor	Sept. Activity	Sept. Activity	(Unfavorable)	Variance %	YTD Activity	YTD Activity	(Unfavorable)	Variance %
53 - GENERAL SERVICES	1,062.98	1,533.76	-470.78	-44.29%	11,774.30	16,625.69	-4,851.39	-41.20%
54 - MACHINE & EQUIPMENT MAI	11,736.97	0.00	11,736.97	100.00%	16,154.61	3,501.59	12,653.02	78.32%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	218,700.00	38,049.00	180,651.00	82.60%
Department 506 - SENIOR CENTER Total:	26,343.62	18,684.72	7,658.90	29.07%	358,757.14	177,018.64	181,738.50	50.66%
Department: 507 - AQUATIC CENTER								
51 - PERSONNEL	4,355.51	0.00	4,355.51	100.00%	90,957.84	44,581.49	46,376.35	50.99%
52 - CONTRACTUAL	4,877.58	10,879.32	-6,001.74	-123.05%	51,810.29	57,451.73	-5,641.44	-10.89%
53 - GENERAL SERVICES	1,236.99	1,758.46	-521.47	-42.16%	23,090.72	35,644.25	-12,553.53	-54.37%
54 - MACHINE & EQUIPMENT MAI	249.00	11,681.64	-11,432.64	-4,591.42%	356,777.38	136,480.93	220,296.45	61.75%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	14,836.00	-14,836.00	0.00%
Department 507 - AQUATIC CENTER Total:	10,719.08	24,319.42	-13,600.34	-126.88%	522,636.23	288,994.40	233,641.83	44.70%
Department: 601 - FIRE DEPARTMENT								
51 - PERSONNEL	415,582.23	488,691.61	-73,109.38	-17.59%	3,340,006.44	3,573,085.52	-233,079.08	-6.98%
52 - CONTRACTUAL	19,359.13	28,682.33	-9,323.20	-48.16%	258,383.37	258,838.26	-454.89	-0.18%
53 - GENERAL SERVICES	8,422.44	13,755.84	-5,333.40	-63.32%	161,591.13	262,796.89	-101,205.76	-62.63%
54 - MACHINE & EQUIPMENT MAI	1,241.90	10,104.42	-8,862.52	-713.63%	99,472.12	158,072.92	-58,600.80	-58.91%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	326,731.86	531,160.12	-204,428.26	-62.57%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	1.03	0.00	1.03	100.00%
57 - DEBT SERVICE	60,479.81	60,479.81	0.00	0.00%	229,456.11	229,456.11	0.00	0.00%
Department 601 - FIRE DEPARTMENT Total:	505,085.51	601,714.01	-96,628.50	-19.13%	4,415,642.06	5,013,409.82	-597,767.76	-13.54%
Department: 701 - POLICE DEPARTMENT								
51 - PERSONNEL	575,193.01	589,392.85	-14,199.84	-2.47%	4,468,067.56	4,675,376.68	-207,309.12	-4.64%
52 - CONTRACTUAL	34,643.03	34,412.78	230.25	0.66%	343,868.60	412,405.18	-68,536.58	-19.93%
53 - GENERAL SERVICES	35,311.89	24,725.08	10,586.81	29.98%	221,345.33	277,065.78	-55,720.45	-25.17%
54 - MACHINE & EQUIPMENT MAI	6,102.17	15,238.69	-9,136.52	-149.73%	228,006.15	253,016.90	-25,010.75	-10.97%
55 - CAPITAL OUTLAY	615,119.11	6,201.30	608,917.81	98.99%	1,443,488.62	1,279,711.13	163,777.49	11.35%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	163.53	0.00	163.53	100.00%
57 - DEBT SERVICE	0.00	48,411.25	-48,411.25	0.00%	366,690.71	354,483.27	12,207.44	3.33%
Department 701 - POLICE DEPARTMENT Total:	1,266,369.21	718,381.95	547,987.26	43.27%	7,071,630.50	7,252,058.94	-180,428.44	-2.55%
Department: 801 - DEVELOPMENT SERVICES								
51 - PERSONNEL	52,178.12	67,552.95	-15,374.83	-29.47%	383,057.10	485,478.08	-102,420.98	-26.74%
52 - CONTRACTUAL	6,015.98	84,066.36	-78,050.38	-1,297.38%	68,653.34	229,356.76	-160,703.42	-234.08%
53 - GENERAL SERVICES	1,458.97	1,555.19	-96.22	-6.60%	14,199.27	15,689.76	-1,490.49	-10.50%
54 - MACHINE & EQUIPMENT MAI	47.98	16.00	31.98	66.65%	10,938.38	11,117.10	-178.72	-1.63%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	40,567.50	-40,567.50	0.00%
58 - GRANT DISBURSEMENTS	0.00	0.00	0.00	0.00%	0.00	5,000.00	-5,000.00	0.00%
Department 801 - DEVELOPMENT SERVICES Total:	59,701.05	153,190.50	-93,489.45	-156.60%	476,848.09	787,209.20	-310,361.11	-65.09%
Department: 804 - GIS								
51 - PERSONNEL	0.00	11,203.61	-11,203.61	0.00%	0.00	74,104.08	-74,104.08	0.00%
52 - CONTRACTUAL	0.00	500.00	-500.00	0.00%	0.00	9,965.58	-9,965.58	0.00%
	2.00	222.00			2.30	-,	3,222.50	

Item 23.

			Sept. Variance				YTD Variance	
	2021-2022	2022-2023	Favorable /		2021-2022	2022-2023	Favorable /	
Categor	Sept. Activity	Sept. Activity	(Unfavorable)	Variance %	YTD Activity	YTD Activity	(Unfavorable)	Variance %
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	0.00	181.12	-181.12	0.00%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	0.00	1,064.94	-1,064.94	0.00%
Department 804 - GIS Total:	0.00	11,703.61	-11,703.61	0.00%	0.00	85,315.72	-85,315.72	0.00%
Department: 900 - TRANSFERS								
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	0.00	73,863.54	-73,863.54	0.00%
59 - TRANSFER	0.00	0.00	0.00	0.00%	1,476,466.00	1,771,322.00	-294,856.00	-19.97%
Department 900 - TRANSFERS Total:	0.00	0.00	0.00	0.00%	1,476,466.00	1,845,185.54	-368,719.54	-24.97%
Expense Total:	2,438,812.81	2,175,877.83	262,934.98	10.78%	20,152,644.17	22,494,771.44	-2,342,127.27	-11.62%
Total Revenues	1,490,044.81	1,217,138.54	-272,906.27	-18.32%	23,120,338.51	23,046,793.34	-73,545.17	-0.32%
Fund 01 Surplus (Deficit):	-948,768.00	-958,739.29	-9,971.29	-1.05%	2,967,694.34	552,021.90	-2,415,672.44	-81.40%

### **Prior-Year Comparative Income Statement**

			Sept. Variance				YTD Variance	
	2021-2022	2022-2023	Favorable /		2021-2022	2022-2023	Favorable /	
Categor	Sept. Activity	Sept. Activity	(Unfavorable)	Variance %	YTD Activity	YTD Activity	(Unfavorable)	Variance %
Fund: 02 - WATER AND WASTEWATER FUND								
Revenue								
41 - LICENSES AND PERMITS	0.00	0.00	0.00	0.00%	2,445.65	1,417.97	-1,027.68	-42.02%
43 - INTERGOVERNMENTAL	2,637,556.39	0.00	-2,637,556.39	-100.00%	2,642,758.76	24,000.00	-2,618,758.76	-99.09%
44 - CHARGES FOR SERVICES	898,154.28	1,227,089.78	328,935.50	36.62%	10,807,090.17	11,202,976.08	395,885.91	3.66%
45 - OTHER REVENUE	87,599.83	150,082.70	62,482.87	71.33%	20,709,973.07	1,759,061.79	-18,950,911.28	-91.51%
49 - TRANSFER	0.00	0.00	0.00	0.00%	50,219.00	82,662.00	32,443.00	64.60%
Revenue Total:	3,623,310.50	1,377,172.48	-2,246,138.02	-61.99%	34,212,486.65	13,070,117.84	-21,142,368.81	-61.80%
Expense								
Department: 000 - UTILITIES ADMINISTRATION								
51 - PERSONNEL	89,795.23	98,467.58	-8,672.35	-9.66%	539,007.28	707,846.54	-168,839.26	-31.32%
52 - CONTRACTUAL	1,139.37	1,075.22	64.15	5.63%	42,489.32	19,980.61	22,508.71	52.97%
53 - GENERAL SERVICES	406.36	0.00	406.36	100.00%	1,995.05	1,423.58	571.47	28.64%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	0.00	62.61	-62.61	0.00%
55 - CAPITAL OUTLAY	103,722.98	6,468.00	97,254.98	93.76%	557,111.40	3,131,053.09	-2,573,941.69	-462.02%
Department 000 - UTILITIES ADMINISTRATION Total:	195,063.94	106,010.80	89,053.14	45.65%	1,140,603.05	3,860,366.43	-2,719,763.38	-238.45%
Department: 001 - WATER PRODUCTION								
51 - PERSONNEL	33,295.05	20,682.99	12,612.06	37.88%	252,960.34	230,718.81	22,241.53	8.79%
52 - CONTRACTUAL	129,173.57	99,805.68	29,367.89	22.74%	687,439.82	721,053.56	-33,613.74	-4.89%
53 - GENERAL SERVICES	1,954.76	1,866.78	87.98	4.50%	12,349.74	14,969.76	-2,620.02	-21.22%
54 - MACHINE & EQUIPMENT MAI	25,858.21	2,588.82	23,269.39	89.99%	254,985.09	217,345.43	37,639.66	14.76%
55 - CAPITAL OUTLAY	1,477,132.70	0.00	1,477,132.70	100.00%	2,660,840.75	3,991,257.00	-1,330,416.25	-50.00%
Department 001 - WATER PRODUCTION Total:	1,667,414.29	124,944.27	1,542,470.02	92.51%	3,868,575.74	5,175,344.56	-1,306,768.82	-33.78%
·	_,007,121120	,,,,	_,,,,,,,,,,,,,,	52.5275	5,555,575.7	5,215,615	_,000,700.0_	00.1107.0
Department: 002 - WATER DISTRIBUTION	12.069.66	10 002 16	6.014.50	F7 200/	115 204 25	06 994 09	19 500 17	16.030/
51 - PERSONNEL	12,068.66	18,983.16	-6,914.50	-57.29%	115,384.25	96,884.08	18,500.17	16.03%
52 - CONTRACTUAL	10,314.88	36,258.66	-25,943.78	-251.52%	191,284.02	137,899.02	53,385.00	27.91%
53 - GENERAL SERVICES	6,629.66	14,552.52	-7,922.86	-119.51%	55,830.36	70,101.70	-14,271.34	-25.56%
54 - MACHINE & EQUIPMENT MAI	2,424.76	21,659.30	-19,234.54	-793.26%	284,073.96	195,370.49	88,703.47	31.23%
55 - CAPITAL OUTLAY	261,533.10	91,187.25	170,345.85	65.13%	1,249,236.21	2,830,596.35	-1,581,360.14	-126.59%
Department 002 - WATER DISTRIBUTION Total:	292,971.06	182,640.89	110,330.17	37.66%	1,895,808.80	3,330,851.64	-1,435,042.84	-75.70%
Department: 003 - CUSTOMER SERVICE								
51 - PERSONNEL	18,250.96	18,977.27	-726.31	-3.98%	169,455.96	176,975.28	-7,519.32	-4.44%
52 - CONTRACTUAL	364.95	525.57	-160.62	-44.01%	31,310.21	76,450.00	-45,139.79	-144.17%
53 - GENERAL SERVICES	1,893.41	2,134.73	-241.32	-12.75%	11,323.63	12,436.89	-1,113.26	-9.83%
54 - MACHINE & EQUIPMENT MAI	386.40	0.00	386.40	100.00%	56,331.95	90,643.19	-34,311.24	-60.91%
Department 003 - CUSTOMER SERVICE Total:	20,895.72	21,637.57	-741.85	-3.55%	268,421.75	356,505.36	-88,083.61	-32.82%
Department: 011 - WASTEWATER COLLECTION								
51 - PERSONNEL	44,677.79	38,167.93	6,509.86	14.57%	283,739.24	261,043.46	22,695.78	8.00%
52 - CONTRACTUAL	187.01	173.06	13.95	7.46%	47,530.18	9,932.60	37,597.58	79.10%
53 - GENERAL SERVICES	2,017.11	1,511.12	505.99	25.08%	19,578.88	12,266.30	7,312.58	37.35%

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Categor	2021-2022 Sept. Activity	2022-2023 Sept. Activity	Sept. Variance Favorable / (Unfavorable)	Variance %	2021-2022 YTD Activity	2022-2023 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
54 - MACHINE & EQUIPMENT MAI	9.78	12.183.32	-12 173 54	124,473.82%	49.675.43	66,862.03	-17,186.60	-34.60%
55 - CAPITAL OUTLAY	6,225.00	1,355,218.57	-1,348,993.57	•	94,902.36	7,179,211.23	-7,084,308.87	-7,464.84%
Department 011 - WASTEWATER COLLECTION Total:	53,116.69	1,407,254.00	-1,354,137.31		495,426.09	7,529,315.62	-7,033,889.53	-1,419.77%
Department: 012 - WASTEWATER TREATMENT								
52 - CONTRACTUAL	90,314.96	99,857.51	-9,542.55	-10.57%	985,316.17	1,086,527.32	-101,211.15	-10.27%
54 - MACHINE & EQUIPMENT MAI	5,173.12	1,242.33	3,930.79	75.98%	82,900.11	208,361.85	-125,461.74	-151.34%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	67,151.76	1,581.12	65,570.64	97.65%
Department 012 - WASTEWATER TREATMENT Total:	95,488.08	101,099.84	-5,611.76	-5.88%	1,135,368.04	1,296,470.29	-161,102.25	-14.19%
Department: 020 - BILLING & COLLECTION								
51 - PERSONNEL	11,603.63	11,264.89	338.74	2.92%	89,227.17	86,770.92	2,456.25	2.75%
52 - CONTRACTUAL	2,832.13	4,669.95	-1,837.82	-64.89%	80,684.73	107,956.01	-27,271.28	-33.80%
53 - GENERAL SERVICES	25,598.65	34,402.90	-8,804.25	-34.39%	192,135.62	266,513.03	-74,377.41	-38.71%
54 - MACHINE & EQUIPMENT MAI	362.50	265.00	97.50	26.90%	33,791.94	54,451.84	-20,659.90	-61.14%
Department 020 - BILLING & COLLECTION Total:	40,396.91	50,602.74	-10,205.83	-25.26%	395,839.46	515,691.80	-119,852.34	-30.28%
Department: 901 - NON-DEPARTMENTAL								
52 - CONTRACTUAL	0.00	71,713.35	-71,713.35	0.00%	0.00	761,117.72	-761,117.72	0.00%
56 - BANK CHARGES	9.13	0.00	9.13	100.00%	418,953.00	644.83	418,308.17	99.85%
57 - DEBT SERVICE	177,137.00	193,966.77	-16,829.77	-9.50%	1,585,868.50	2,955,043.36	-1,369,174.86	-86.34%
59 - TRANSFER	75,774.81	0.00	75,774.81	100.00%	1,516,123.22	1,501,863.00	14,260.22	0.94%
Department 901 - NON-DEPARTMENTAL Total:	252,920.94	265,680.12	-12,759.18	-5.04%	3,520,944.72	5,218,668.91	-1,697,724.19	-48.22%
Expense Total:	2,618,267.63	2,259,870.23	358,397.40	13.69%	12,720,987.65	27,283,214.61	-14,562,226.96	-114.47%
Total Revenues	3,623,310.50	1,377,172.48	-2,246,138.02	-61.99%	34,212,486.65	13,070,117.84	-21,142,368.81	-61.80%
Fund 02 Surplus (Deficit):	1,005,042.87	-882,697.75	-1,887,740.62	-187.83%	21,491,499.00	-14,213,096.77	-35,704,595.77	-166.13%

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Categor	2021-2022 Sept. Activity	2022-2023 Sept. Activity	Sept. Variance Favorable / (Unfavorable)	Variance %	2021-2022 YTD Activity	2022-2023 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 03 - SANITARY LANDFILL FUND					•	•	,	
Revenue								
44 - CHARGES FOR SERVICES	113,904.62	109,413.96	-4,490.66	-3.94%	1,274,037.21	1,318,235.16	44,197.95	3.47%
45 - OTHER REVENUE	•	•	•				· ·	
·	3,527.22	9,571.37	6,044.15	171.36%	12,126.74	1,277,480.87	1,265,354.13	
Revenue Total:	117,431.84	118,985.33	1,553.49	1.32%	1,286,163.95	2,595,716.03	1,309,552.08	101.82%
Expense								
Department: 030 - LANDFILL								
51 - PERSONNEL	35,403.50	36,437.61	-1,034.11	-2.92%	241,826.52	287,969.53	-46,143.01	-19.08%
52 - CONTRACTUAL	2,907.71	953.43	1,954.28	67.21%	87,239.08	122,332.48	-35,093.40	-40.23%
53 - GENERAL SERVICES	11,926.03	13,097.14	-1,171.11	-9.82%	106,367.84	153,163.29	-46,795.45	-43.99%
54 - MACHINE & EQUIPMENT MAI	14,963.45	9,300.16	5,663.29	37.85%	136,524.82	120,569.37	15,955.45	11.69%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	176,263.43	1,195,528.86	-1,019,265.43	-578.26%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	10.73	0.00	10.73	100.00%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	0.00	196,619.67	-196,619.67	0.00%
59 - TRANSFER	0.00	0.00	0.00	0.00%	81,539.00	76,432.00	5,107.00	6.26%
Department 030 - LANDFILL Total:	65,200.69	59,788.34	5,412.35	8.30%	829,771.42	2,152,615.20	-1,322,843.78	-159.42%
Expense Total:	65,200.69	59,788.34	5,412.35	8.30%	829,771.42	2,152,615.20	-1,322,843.78	-159.42%
Total Revenues	117,431.84	118,985.33	1,553.49	1.32%	1,286,163.95	2,595,716.03	1,309,552.08	101.82%
Fund 03 Surplus (Deficit):	52,231.15	59,196.99	6,965.84	13.34%	456,392.53	443,100.83	-13,291.70	-2.91%

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Categor	2021-2022 Sept. Activity	2022-2023 Sept. Activity	Sept. Variance Favorable / (Unfavorable)	Variance %	2021-2022 YTD Activity	2022-2023 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 04 - AIRPORT FUND								
Revenue								
44 - CHARGES FOR SERVICES	10,193.69	8,560.60	-1,633.09	-16.02%	131,119.93	128,778.99	-2,340.94	-1.79%
49 - TRANSFER	0.00	0.00	0.00	0.00%	0.00	297,325.00	297,325.00	0.00%
Revenue Total:	10,193.69	8,560.60	-1,633.09	-16.02%	131,119.93	426,103.99	294,984.06	224.97%
Expense								
Department: 040 - AIRPORT								
51 - PERSONNEL	1,006.16	10,420.03	-9,413.87	-935.62%	4,790.44	19,879.03	-15,088.59	-314.97%
52 - CONTRACTUAL	6,902.76	6,809.77	92.99	1.35%	59,673.54	64,757.67	-5,084.13	-8.52%
53 - GENERAL SERVICES	110.70	145.99	-35.29	-31.88%	145.50	1,185.68	-1,040.18	-714.90%
54 - MACHINE & EQUIPMENT MAI	300.00	10,376.39	-10,076.39	-3,358.80%	14,311.79	22,127.54	-7,815.75	-54.61%
55 - CAPITAL OUTLAY	0.00	5,095.25	-5,095.25	0.00%	3,601.50	51,216.25	-47,614.75	-1,322.08%
Department 040 - AIRPORT Total:	8,319.62	32,847.43	-24,527.81	-294.82%	82,522.77	159,166.17	-76,643.40	-92.88%
Expense Total:	8,319.62	32,847.43	-24,527.81	-294.82%	82,522.77	159,166.17	-76,643.40	-92.88%
Total Revenues	10,193.69	8,560.60	-1,633.09	-16.02%	131,119.93	426,103.99	294,984.06	224.97%
Fund 04 Surplus (Deficit):	1,874.07	-24,286.83	-26,160.90	-1,395.94%	48,597.16	266,937.82	218,340.66	449.29%

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	2021-2022	2022-2023	Sept. Variance Favorable /		2021-2022	2022-2023	YTD Variance Favorable /	
Categor	Sept. Activity	Sept. Activity	(Unfavorable)	Variance %	YTD Activity	YTD Activity	(Unfavorable)	Variance %
Fund: 05 - STORM WATER DRAINAGE FUND								
Revenue								
41 - LICENSES AND PERMITS	0.00	0.00	0.00	0.00%	16,837.28	19,390.28	2,553.00	15.16%
43 - INTERGOVERNMENTAL	329,683.40	5,050.00	-324,633.40	-98.47%	1,345,906.35	5,050.00	-1,340,856.35	-99.62%
44 - CHARGES FOR SERVICES	84,168.75	83,103.80	-1,064.95	-1.27%	970,312.71	1,001,707.38	31,394.67	3.24%
45 - OTHER REVENUE	829.51	4,582.73	3,753.22	452.46%	3,213,823.84	39,231.23	-3,174,592.61	-98.78%
Revenue Total:	414,681.66	92,736.53	-321,945.13	-77.64%	5,546,880.18	1,065,378.89	-4,481,501.29	-80.79%
Expense								
Department: 050 - STORM WATER DRAINAGE								
52 - CONTRACTUAL	36,984.67	0.00	36,984.67	100.00%	317,136.01	118,841.29	198,294.72	62.53%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	3,366.00	46,020.52	-42,654.52	-1,267.22%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	112,420.00	400.00	112,020.00	99.64%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	84,918.72	778.79	84,139.93	99.08%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	3,604,332.97	484,172.69	3,120,160.28	86.57%
59 - TRANSFER	0.00	0.00	0.00	0.00%	175,727.00	228,491.00	-52,764.00	-30.03%
Department 050 - STORM WATER DRAINAGE Total:	36,984.67	0.00	36,984.67	100.00%	4,297,900.70	878,704.29	3,419,196.41	79.56%
Expense Total:	36,984.67	0.00	36,984.67	100.00%	4,297,900.70	878,704.29	3,419,196.41	79.56%
Total Revenues	414,681.66	92,736.53	-321,945.13	-77.64%	5,546,880.18	1,065,378.89	-4,481,501.29	-80.79%
Fund 05 Surplus (Deficit):	377,696.99	92,736.53	-284,960.46	-75.45%	1,248,979.48	186,674.60	-1,062,304.88	-85.05%

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Categor	2021-2022 Sept. Activity	2022-2023 Sept. Activity	Sept. Variance Favorable / (Unfavorable)	Variance %	2021-2022 YTD Activity	2022-2023 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 07 - HOTEL OCCUPANCY TAX FUND					·	•		
Revenue								
40 - TAXES	132,270.77	142,908.38	10,637.61	8.04%	722,327.77	860,697.36	138,369.59	19.16%
44 - CHARGES FOR SERVICES	0.00	0.00	0.00	0.00%	46,257.15	61,202.49	14,945.34	32.31%
45 - OTHER REVENUE	4,400.89	5,631.48	1,230.59	27.96%	18,206.43	52,888.81	34,682.38	190.50%
Revenue Total:	136,671.66	148,539.86	11,868.20	8.68%	786,791.35	974,788.66	187,997.31	23.89%
Expense								
Department: 070 - TOURISM								
51 - PERSONNEL	8,246.99	8,708.06	-461.07	-5.59%	69,978.99	66,263.82	3,715.17	5.31%
52 - CONTRACTUAL	79,729.34	59,179.97	20,549.37	25.77%	194,681.81	142,539.57	52,142.24	26.78%
53 - GENERAL SERVICES	4,858.49	108.99	4,749.50	97.76%	7,899.23	1,336.40	6,562.83	83.08%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	13,482.97	0.00	13,482.97	100.00%
58 - GRANT DISBURSEMENTS	1,306.10	1,454.47	-148.37	-11.36%	134,784.39	227,495.90	-92,711.51	-68.79%
Department 070 - TOURISM Total:	94,140.92	69,451.49	24,689.43	26.23%	420,827.39	437,635.69	-16,808.30	-3.99%
Department: 901 - NON-DEPARTMENTAL								
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	0.00	135,902.50	-135,902.50	0.00%
Department 901 - NON-DEPARTMENTAL Total:	0.00	0.00	0.00	0.00%	0.00	135,902.50	-135,902.50	0.00%
Expense Total:	94,140.92	69,451.49	24,689.43	26.23%	420,827.39	573,538.19	-152,710.80	-36.29%
Total Revenues	136,671.66	148,539.86	11,868.20	8.68%	786,791.35	974,788.66	187,997.31	23.89%
Fund 07 Surplus (Deficit):	42,530.74	79,088.37	36,557.63	85.96%	365,963.96	401,250.47	35,286.51	9.64%

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Categor		2021-2022 Sept. Activity	2022-2023 Sept. Activity	Sept. Variance Favorable / (Unfavorable)	Variance %	2021-2022 YTD Activity	2022-2023 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 08 - DEBT SERVICE FUN	ND								
Revenue									
40 - TAXES		-125.19	579.64	704.83	563.01%	268,202.88	265,929.38	-2,273.50	-0.85%
45 - OTHER REVENUE		101.22	47.13	-54.09	-53.44%	416.34	2,652.41	2,236.07	537.08%
49 - TRANSFER		0.00	0.00	0.00	0.00%	343,650.00	823,850.00	480,200.00	139.74%
	Revenue Total:	-23.97	626.77	650.74	2,714.81%	612,269.22	1,092,431.79	480,162.57	78.42%
Expense									
Department: 080 - DEBT	SERVICE								
56 - BANK CHARGES		800.00	0.00	800.00	100.00%	1,100.00	300.00	800.00	72.73%
57 - DEBT SERVICE	_	0.00	0.00	0.00	0.00%	613,100.00	1,092,207.92	-479,107.92	-78.15%
	Department 080 - DEBT SERVICE Total:	800.00	0.00	800.00	100.00%	614,200.00	1,092,507.92	-478,307.92	-77.87%
	Expense Total:	800.00	0.00	800.00	100.00%	614,200.00	1,092,507.92	-478,307.92	-77.87%
	Total Revenues	-23.97	626.77	650.74	2,714.81%	612,269.22	1,092,431.79	480,162.57	78.42%
	Fund 08 Surplus (Deficit):	-823.97	626.77	1,450.74	176.07%	-1,930.78	-76.13	1,854.65	96.06%

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Categor	2021-2022 Sept. Activity	2022-2023 Sept. Activity	Sept. Variance Favorable / (Unfavorable)	Variance %	2021-2022 YTD Activity	2022-2023 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 10 - CAPITAL PROJECTS FUND								
Revenue								
41 - LICENSES AND PERMITS	0.00	210.00	210.00	0.00%	3,712.20	5,358.75	1,646.55	44.36%
43 - INTERGOVERNMENTAL	0.00	0.00	0.00	0.00%	0.00	1,134,262.95	1,134,262.95	0.00%
44 - CHARGES FOR SERVICES	0.00	2,230.50	2,230.50	0.00%	0.00	8,523.63	8,523.63	0.00%
45 - OTHER REVENUE	18,482.42	30,524.08	12,041.66	65.15%	2,111,458.10	336,697.25	-1,774,760.85	-84.05%
49 - TRANSFER	0.00	0.00	0.00	0.00%	1,234,069.00	1,384,897.00	150,828.00	12.22%
Revenue Total:	18,482.42	32,964.58	14,482.16	78.36%	3,349,239.30	2,869,739.58	-479,499.72	-14.32%
Expense								
Department: 402 - STREET MAINTENANCE								
52 - CONTRACTUAL	0.00	0.00	0.00	0.00%	91.96	0.00	91.96	100.00%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	1,508.66	0.00	1,508.66	100.00%
55 - CAPITAL OUTLAY	627,118.74	500.00	626,618.74	99.92%	4,455,738.62	3,258,283.54	1,197,455.08	26.87%
Department 402 - STREET MAINTENANCE Total:	627,118.74	500.00	626,618.74	99.92%	4,457,339.24	3,258,283.54	1,199,055.70	26.90%
Department: 501 - PARKS & RECREATION								
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	988,984.00	-988,984.00	0.00%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	41,813.65	0.00	41,813.65	100.00%
Department 501 - PARKS & RECREATION Total:	0.00	0.00	0.00	0.00%	41,813.65	988,984.00	-947,170.35	-2,265.22%
Expense Total:	627,118.74	500.00	626,618.74	99.92%	4,499,152.89	4,247,267.54	251,885.35	5.60%
Total Revenues	18,482.42	32,964.58	14,482.16	78.36%	3,349,239.30	2,869,739.58	-479,499.72	-14.32%
Fund 10 Surplus (Deficit):	-608,636.32	32,464.58	641,100.90	105.33%	-1,149,913.59	-1,377,527.96	-227,614.37	-19.79%

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		2021-2022	2022-2023	Sept. Variance Favorable /		2021-2022	2022-2023	YTD Variance Favorable /	
Categor		Sept. Activity	Sept. Activity	(Unfavorable)	Variance %	YTD Activity	YTD Activity	(Unfavorable)	Variance %
Fund: 11 - CHILD SAFETY FUND									
Revenue									
42 - FINES AND FORFEITURES		225.30	398.09	172.79	76.69%	2,575.09	2,169.57	-405.52	-15.75%
45 - OTHER REVENUE		14.73	43.32	28.59	194.09%	50.68	406.04	355.36	701.18%
	Revenue Total:	240.03	441.41	201.38	83.90%	2,625.77	2,575.61	-50.16	-1.91%
	Total Revenues	240.03	441.41	201.38	83.90%	2,625.77	2,575.61	-50.16	-1.91%
	Fund 11 Total:	240.03	441.41	201.38	83.90%	2,625.77	2,575.61	-50.16	-1.91%

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	2021-2022	2022-2023	Sept. Variance Favorable /		2021-2022	2022-2023	YTD Variance Favorable /	
Categor	Sept. Activity	Sept. Activity	(Unfavorable)	Variance %	YTD Activity	YTD Activity	(Unfavorable)	Variance %
Fund: 12 - COURT TECHNOLOGY FUND								
Revenue								
42 - FINES AND FORFEITURES	1,067.30	1,221.53	154.23	14.45%	8,255.81	11,885.59	3,629.78	43.97%
45 - OTHER REVENUE	34.79	132.21	97.42	280.02%	115.27	1,107.84	992.57	861.08%
Revenue Total:	1,102.09	1,353.74	251.65	22.83%	8,371.08	12,993.43	4,622.35	55.22%
Total Revenues	1,102.09	1,353.74	251.65	22.83%	8,371.08	12,993.43	4,622.35	55.22%
Fund 12 Total:	1,102.09	1,353.74	251.65	22.83%	8,371.08	12,993.43	4,622.35	55.22%

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Categor	2021-2022 Sept. Activity	2022-2023 Sept. Activity	Sept. Variance Favorable / (Unfavorable)	Variance %	2021-2022 YTD Activity	2022-2023 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 13 - PUBLIC SAFETY FUND								
Revenue								
42 - FINES AND FORFEITURES	0.00	0.00	0.00	0.00%	29,457.61	0.00	-29,457.61	-100.00%
43 - INTERGOVERNMENTAL	0.00	0.00	0.00	0.00%	2,778.50	3,369.07	590.57	21.25%
45 - OTHER REVENUE	182.30	247.74	65.44	35.90%	675.35	3,704.20	3,028.85	448.49%
Revenue Total:	182.30	247.74	65.44	35.90%	32,911.46	7,073.27	-25,838.19	-78.51%
Expense								
Department: 130 - PUBLIC SAFETY								
52 - CONTRACTUAL	0.00	1,216.90	-1,216.90	0.00%	12,567.43	17,684.92	-5,117.49	-40.72%
53 - GENERAL SERVICES	0.00	-4,188.00	4,188.00	0.00%	0.00	-4,188.00	4,188.00	0.00%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	29,019.90	-29,019.90	0.00%
Department 130 - PUBLIC SAFETY Total:	0.00	-2,971.10	2,971.10	0.00%	12,567.43	42,516.82	-29,949.39	-238.31%
Expense Total:	0.00	-2,971.10	2,971.10	0.00%	12,567.43	42,516.82	-29,949.39	-238.31%
Total Revenues	182.30	247.74	65.44	35.90%	32,911.46	7,073.27	-25,838.19	-78.51%
Fund 13 Surplus (Deficit):	182.30	3,218.84	3,036.54	1,665.68%	20,344.03	-35,443.55	-55,787.58	-274.22%

Item 23.

Categor	2021-2022 Sept. Activity	2022-2023 Sept. Activity	Sept. Variance Favorable / (Unfavorable)	Variance %	2021-2022 YTD Activity	2022-2023 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 20 - TAX INCREMENT FINANCING FUND								
Revenue								
40 - TAXES	35,054.24	10,003.42	-25,050.82	-71.46%	175,618.12	641,343.92	465,725.80	265.19%
45 - OTHER REVENUE	275.11	3,829.42	3,554.31	1,291.96%	879.80	25,924.24	25,044.44	2,846.61%
49 - TRANSFER	0.00	0.00	0.00	0.00%	261,092.00	133,917.00	-127,175.00	-48.71%
Revenue Total:	35,329.35	13,832.84	-21,496.51	-60.85%	437,589.92	801,185.16	363,595.24	83.09%
Expense								
Department: 205 - TAX INCREMENT FINANCING								
59 - TRANSFER	0.00	0.00	0.00	0.00%	343,650.00	823,850.00	-480,200.00	-139.74%
Department 205 - TAX INCREMENT FINANCING Total:	0.00	0.00	0.00	0.00%	343,650.00	823,850.00	-480,200.00	-139.74%
Expense Total:	0.00	0.00	0.00	0.00%	343,650.00	823,850.00	-480,200.00	-139.74%
Total Revenues	35,329.35	13,832.84	-21,496.51	-60.85%	437,589.92	801,185.16	363,595.24	83.09%
Fund 20 Surplus (Deficit):	35,329.35	13,832.84	-21,496.51	-60.85%	93,939.92	-22,664.84	-116,604.76	-124.13%

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Item 23	

	2021-2022 Sept. Activity	2022-2023 Sept. Activity	Sept. Variance Favorable / (Unfavorable)	Variance %	2021-2022 YTD Activity	2022-2023 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Categor	Sept. Activity	Sept. Activity	(Omavorable)	Variance 70	TTD Activity	11D Activity	(Omavorable)	Variance 70
Fund: 79 - SEDA								
Revenue								
40 - TAXES	57,170.02	59,165.84	1,995.82	3.49%	698,206.76	743,684.18	45,477.42	6.51%
43 - INTERGOVERNMENTAL	0.00	0.00	0.00	0.00%	66,000.00	0.00	-66,000.00	-100.00%
45 - OTHER REVENUE	2,604.62	4,776.69	2,172.07	83.39%	9,325.06	51,024.76	41,699.70	447.18%
Revenue Total:	59,774.64	63,942.53	4,167.89	6.97%	773,531.82	794,708.94	21,177.12	2.74%
Expense								
Department: 790 - SEDA								
51 - PERSONNEL	39,022.01	49,452.81	-10,430.80	-26.73%	260,306.62	321,893.36	-61,586.74	-23.66%
52 - CONTRACTUAL	13,331.75	4,576.03	8,755.72	65.68%	117,627.52	87,849.91	29,777.61	25.32%
53 - GENERAL SERVICES	5,593.25	471.40	5,121.85	91.57%	9,507.12	7,491.02	2,016.10	21.21%
54 - MACHINE & EQUIPMENT MAI	1,529.20	25.00	1,504.20	98.37%	6,432.97	3,240.00	3,192.97	49.63%
56 - BANK CHARGES	87.12	0.00	87.12	100.00%	244.03	60.72	183.31	75.12%
58 - GRANT DISBURSEMENTS	193,000.00	0.00	193,000.00	100.00%	278,545.11	434,174.02	-155,628.91	-55.87%
59 - TRANSFER	30,425.00	30,000.00	425.00	1.40%	30,425.00	30,000.00	425.00	1.40%
Department 790 - SEDA Total:	282,988.33	84,525.24	198,463.09	70.13%	703,088.37	884,709.03	-181,620.66	-25.83%
Expense Total:	282,988.33	84,525.24	198,463.09	70.13%	703,088.37	884,709.03	-181,620.66	-25.83%
Total Revenues	59,774.64	63,942.53	4,167.89	6.97%	773,531.82	794,708.94	21,177.12	2.74%
Fund 79 Surplus (Deficit):	-223,213.69	-20,582.71	202,630.98	90.78%	70,443.45	-90,000.09	-160,443.54	-227.76%
Total Surplus (Deficit):	-265,212.39	-1,603,346.51	-1,338,134.12	-504.55%	25,623,006.35	-13,873,254.68	-39,496,261.03	-154.14%

For the Period Ending 09, Item 23.

# Fund Summary

	2021-2022	2022-2023	Sept. Variance Favorable /		2021-2022	2022-2023	YTD Variance Favorable /	
Fund	Sept. Activity	Sept. Activity	(Unfavorable)	Variance %	YTD Activity	YTD Activity	(Unfavorable)	Variance %
01 - GENERAL FUND	-948,768.00	-958,739.29	-9,971.29	-1.05%	2,967,694.34	552,021.90	-2,415,672.44	-81.40%
02 - WATER AND WASTEWA	1,005,042.87	-882,697.75	-1,887,740.62	-187.83%	21,491,499.00	-14,213,096.77	-35,704,595.77	-166.13%
03 - SANITARY LANDFILL FU	52,231.15	59,196.99	6,965.84	13.34%	456,392.53	443,100.83	-13,291.70	-2.91%
04 - AIRPORT FUND	1,874.07	-24,286.83	-26,160.90	-1,395.94%	48,597.16	266,937.82	218,340.66	449.29%
05 - STORM WATER DRAINA	377,696.99	92,736.53	-284,960.46	-75.45%	1,248,979.48	186,674.60	-1,062,304.88	-85.05%
07 - HOTEL OCCUPANCY TAX	42,530.74	79,088.37	36,557.63	85.96%	365,963.96	401,250.47	35,286.51	9.64%
08 - DEBT SERVICE FUND	-823.97	626.77	1,450.74	176.07%	-1,930.78	-76.13	1,854.65	96.06%
10 - CAPITAL PROJECTS FUND	-608,636.32	32,464.58	641,100.90	105.33%	-1,149,913.59	-1,377,527.96	-227,614.37	-19.79%
11 - CHILD SAFETY FUND	240.03	441.41	201.38	83.90%	2,625.77	2,575.61	-50.16	-1.91%
12 - COURT TECHNOLOGY F	1,102.09	1,353.74	251.65	22.83%	8,371.08	12,993.43	4,622.35	55.22%
13 - PUBLIC SAFETY FUND	182.30	3,218.84	3,036.54	1,665.68%	20,344.03	-35,443.55	-55,787.58	-274.22%
20 - TAX INCREMENT FINANC	35,329.35	13,832.84	-21,496.51	-60.85%	93,939.92	-22,664.84	-116,604.76	-124.13%
79 - SEDA	-223,213.69	-20,582.71	202,630.98	90.78%	70,443.45	-90,000.09	-160,443.54	-227.76%
Total Surplus (Deficit):	-265,212.39	-1,603,346.51	-1,338,134.12	-504.55%	25,623,006.35	-13,873,254.68	-39,496,261.03	-154.14%

# **STAFF REPORT**



**SUBJECT:** Quarterly Investment Report for the Period Ending September 30, 2023

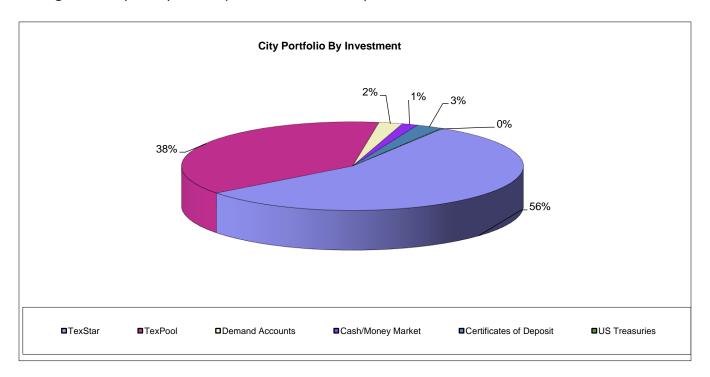
**DEPARTMENT:** Finance

**STAFF CONTACT:** Monica Harris

### **BACKGROUND:**

The City of Stephenville's total market value of cash and investments on September 30, 2023, was \$58,553,130. This is allocated 2% in demand accounts, 1% in cash/money market accounts, 3% in Certificates of Deposits, less than 1% in US Treasuries, 56% in TexStar investment pool, and 38% in TexPool investment pool.

We earned \$785K in interest for the quarter. The average yield to maturity for all account types for the quarter was 5.08%. The average yield to maturity for investment accounts for the quarter was 5.27%. The average yield to maturity for a 3-month treasury bill for the quarter was 5.29%. The weighted average maturity in days of the portfolio was 4.13 days.





**Quarterly Investment Report For the Quarter Ending September 30, 2023** 

City of Stephenville, TX Investment Report 9/30/2023

Purchase Date	Maturity Date	CUSIP	Investment Type	Don Amount	Cauran	Purchase Price	Purchase Yield	Beginning Book Value	Interest Earned July 2023	Interest Earned August 2023	Interest Earned September 2023	Interest Earned for the Quarter	Ending Book Value	Earnings YTD	Market Price	Market Value
Pooled Cash	Maturity Date	CUSIP	investment Type	Par Amount	Coupon	Price	i ieid	value	July 2023	August 2023	September 2023	for the Quarter	book value	Earnings 11D	rnce	Market value
9/30/2023	10/1/2023	N/A	Demand	1,156,598.75	2.430%	100.000	2.430%	1,156,598.75	2,506.61	2,346.62	1,875.31	6,728.54	1,156,598.75	46,680.91	100.0000	1,156,598.75
Sub Total				1,156,598.75				1,156,598,75	2,506.61	2,346.62	1,875.31	6,728.54	1,156,598.75	46,680.91		1,156,598.75
			=	-,,					_,,,,,,,,,		2,070.02	*,, = * * *	-,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	=	2,223,23372
General Fund																
9/30/2023	10/1/2023	N/A	Texpool	4,990,577.15	4.611%	100.000	4.611%	4,990,577.15	35,991.04	26,250.94	23,318.32	85,560.30	4,990,577.15	382,533.94	100.0000	4,990,577.15
9/30/2023	10/1/2023	N/A	TexSTAR	4,486,460.73	4.606%	100.000	4.606%	4,486,460.73	19,229.15	20,007.57	19,497.24	58,733.96	4,486,460.73	186,892.37	100.0000	4,486,460.73
9/30/2023	10/1/2023	N/A	Pershing	871,315.74	0.000%	100.000	0.000%	871,315.74	-	-	-	-	871,315.74	-	100.0000	871,315.74
5/11/2022	12/12/2022	251795AW0	CD	-	0.000%	0.000	0.000%	-	-	-		-	-	483.28	0.0000	-
5/13/2022	4/13/2023	31034RGQ2	CD	-	0.000%	0.000	0.000%	=	=	=		=	=	2,018.40	0.0000	=
5/18/2022	6/20/2023	38150VAK5	CD	-	0.000%	0.000	0.000%	-	-	-		-	-	3,517.27	0.0000	-
5/18/2022	2/17/2023	95763PEV9	CD	-	0.000%	0.000	0.000%	-	-	-		-	-	1,399.50	0.0000	-
5/20/2022	5/19/2023	48128WWP6	CD	=	0.000%	0.000	0.000%			-	0.00	1.076.70		3,087.68	0.0000	=
2/15/2023	9/1/2023	49306SH90	CD CD	245,000.00	0.000% 4.600%	0.000 100.000	0.000% 4.600%	245 000 00	988.39 957.17	988.40	0.00	1,976.79 2,840.66	245,000.00	6,312.95	0.0000 99.9640	244,911.80
2/15/2023 2/16/2023	10/16/2023 7/14/2023	23322GE86 132555CC5	CD	245,000.00	0.000%	0.000	0.000%	245,000.00	397.03	957.18	926.31	397.03	245,000.00	7,039.90 4,520.08	0.0000	244,911.80
2/17/2023	11/17/2023	92023CAC7	CD	245,000.00	4.850%	100.000	4.850%	245,000.00	1,009.20	1,009.20	976.64	2,995.04	245,000.00	7,357.38	99.9030	244,762.35
				· ·				243,000.00			9/0.04		243,000.00			244,702.33
2/22/2023 2/23/2023	8/22/2023 2/23/2024	95763PKK6	CD CD	245,000.00	0.000% 4.950%	0.000 100.000	0.000% 4.950%	245,000.00	977.99 1,030.01	662.51 1,030.01	996.78	1,640.50 3,056.80	245 000 00	5,710.18 7,309.73	0.0000 99.7350	244.250.75
8/14/2023	1/16/2024	130162AV2 06418CKJ4	CD	245,000.00	4.950% 5.100%	100.000	4.950% 5.100%	245,000.00	1,030.01	616.19	1,026.99	1,643.18	245,000.00 245,000.00	1,643.18	99.7330	244,350.75 244,747.65
8/15/2023	3/15/2024	36733QAA8	CD	245,000.00	5.200%	100.000	5.200%	245,000.00	-	593.37	1,047.12	1,640.49	245,000.00	1,640.49	99.8970	244,681.50
8/16/2023	5/16/2024	75524KQX5	CD	245,000.00	5.250%	100.000	5.250%	245,000.00	-	563.84	1,057.19	1,621.03	245,000.00	1,621.03	99.8040	244,519.80
6/2/2022	5/31/2023	912828R69	US Treasury	243,000.00	1.625%	99.5414	1.625%	243,000.00	-	303.64	1,037.19	1,021.03	243,000.00	1,083.35	0.0000	244,319.80
2/9/2023	12/15/2023	91282CBA8	US Treasury	100,000.00	0.125%	96.194	0.125%	96,193.75	10.59	10.59	10.25	31.43	96,193.75	79.82	98.9450	98,945.00
Sub Total	12/13/2023	71202CB/10	OB Heastry	11,918,353.62	0.12570	70.174	0.12570	11,914,547.37	60,590.57	52,689.80	48,856.84	162,137.21	11,914,547.37	624,250.53	70.7450	11,915,272.47
545 15441			-	11,510,555.02				11,511,617.57	00,0000	22,003.00	10,020101	102,137.21	11,511,017.07	02 1,230.33	-	11,713,272.17
Enterprise																
9/30/2023	10/1/2023	N/A	Texpool	4,284,964.20	4.611%	100.0000	4.611%	4,284,964.20	18,705.24	15,609.49	13,098.47	47,413.20	4,284,964.20	319,654.15	100.0000	4,284,964.20
9/30/2023	10/1/2023	N/A	Texpool	2,238,930.61	4.611%	100.0000	4.611%	2,238,930.61	8,444.38	9,549.99	9,571.37	27,565.74	2,238,930.61	87,169.80	100.0000	2,238,930.61
9/30/2023	10/1/2023	N/A	TexSTAR	2,660,276.07	4.606%	100.0000	4.606%	2,660,276.07	22,417.06	21,221.53	16,644.11	60,282.70	2,660,276.07	158,728.31	100.0000	2,660,276.07
9/30/2023	10/1/2023	N/A	TexSTAR	11,090,811.36	4.606%	100.0000	4.606%	11,090,811.36	56,097.34	58,368.20	53,099.21	167,564.75	11,090,811.36	575,056.07	100.0000	11,090,811.36
9/30/2023	10/1/2023	N/A	TexSTAR	13,221,934.53	4.606%	100.0000	4.606%	13,221,934.53	55,300.63	56,002.31	57,362.88	168,665.82	13,221,934.53	695,444.37	100.0000	13,221,934.53
Sub Total			_	33,496,916.77				33,496,916.77	160,964.65	160,751.52	149,776.04	471,492.21	33,496,916.77	1,836,052.70	_	33,496,916.77
Storm Drainage																
9/30/2023	10/1/2023	N/A	Texpool	762,288.14	4.611%	100.0000	4.611%	762,288.14	2,042.82	2,790.08	2,873.27	7,706.17	762,288.14	28,249.14	100.0000	762,288.14
9/30/2023	10/1/2023	N/A	Texpool	392,535.91	4.611%	100.0000	4.611%	392,535.91	1,662.62	1,725.42	1,709.46	5,097.50	392,535.91	10,982.09	100.0000	392,535.91
9/30/2023	10/1/2023	N/A	Demand	70,160.00	0.000%	100.0000	0.000%	70,160.00	2.705.44	4.515.50	4 500 50	12.002.67	70,160.00	- 20.221.22	100.0000	70,160.00
Sub Total			-	1,224,984.05				1,224,984.05	3,705.44	4,515.50	4,582.73	12,803.67	1,224,984.05	39,231.23	-	1,224,984.05
Hotel Occupancy Tax																
9/30/2023	10/1/2023	N/A	Texpool	1,256,423.88	4.611%	100.0000	4.611%	1,256,423.88	5,090.93	5,517.28	5,271.31	15,879.52	1,256,423.88	49,270.60	100.0000	1,256,423.88
9/30/2023	10/1/2023	N/A	Texpool	60,406.00	4.611%	100.0000	4.611%	60,406.00	305.42	376.80	360.17	1,042.39	60,406.00	1,709.00	100.0000	60,406.00
Sub Total			-	1,316,829.88				1,316,829.88	5,396.35	5,894.08	5,631.48	16,921.91	1,316,829.88	50,979.60	-	1,316,829.88
			-												-	
Child Safety																
9/30/2023	10/1/2023	N/A	Texpool	10,235.67	4.611%	100.0000	4.611%	10,235.67	41.17	43.67	43.32	128.16	10,235.67	406.04	100.0000	10,235.67
Sub Total			-	10,235.67				10,235.67	41.17	43.67	43.32	128.16	10,235.67	406.04	-	10,235.67
G + T 1 1																
Court Technology 9/30/2023	10/1/2023	N/A	Taumani	30,925,90	4.611%	100.0000	4.611%	30,925,90	116.29	132.63	132.21	381.13	30,925,90	1.107.84	100.0000	30,925,90
Sub Total	10/1/2023	IN/A	Texpool	30,925.90	4.01170	100.0000	4.01170	30,925.90	116.29	132.63	132.21	381.13	30,925.90	1,107.84	100.0000	30,925.90
Sub 10tai			=	30,743.70				50,745.70	110.29	132.03	134.21	301.13	50,725.90	1,107.04	-	30,743.70
Public Safety																
9/30/2023	10/1/2023	N/A	Texpool	52,444.66	4.611%	100.0000	4.611%	52,444.66	293.96	272.19	247.74	813.89	52,444.66	3,704.20	100.0000	52,444.66
Sub Total			-	52,444.66				52,444.66	293.96	272.19	247.74	813.89	52,444.66	3,704.20	-	52,444.66
			-												-	

City of Stephenville, TX Investment Report 9/30/2023

									Interest	Interest	Interest					
Purchase						Purchase	Purchase	Beginning Book	Earned	Earned	Earned	Interest Earned	Ending		Market	
Date	Maturity Date	CUSIP	Investment Type	Par Amount	Coupon	Price	Yield	Value	July 2023	August 2023	September 2023	for the Quarter	Book Value	Earnings YTD	Price	Market Value
<u>SEDA</u>																<u> </u>
9/30/2023	10/1/2023	N/A	Texpool	1,191,590.15	4.611%	100.0000	4.611%	1,191,590.15	4,177.94	4,360.55	4,776.69	13,315.18	1,191,590.15	51,024.76	100.0000	1,191,590.15
			_	1,191,590.15				1,191,590.15	4,177.94	4,360.55	4,776.69	13,315.18	1,191,590.15	51,024.76	_	1,191,590.15
Debt Service			_												_	
9/30/2023	10/1/2023	N/A	Demand	37,173.17	1.500%	100.0000	1.500%	37,173.17	270.51	124.99	47.13	442.63	37,173.17	2,652.41	100.0000	37,173.17
Sub Total			_	37,173.17				37,173.17	270.51	124.99	47.13	442.63	37,173.17	2,652.41	_	37,173.17
			_												_	
Employee Benefit																
9/30/2023	10/1/2023	N/A	Demand	47,042.34	1.500%	100.0000	1.500%	47,042.34	86.04	79.75	53.36	219.15	47,042.34	1,038.23	100.0000	47,042.34
Sub Total			_	47,042.34				47,042.34	86.04	79.75	53.36	219.15	47,042.34	1,038.23	_	47,042.34
			_												_	
Capital Projects																
9/30/2023	10/1/2023	N/A	Texpool	5,970,549.55	4.611%	100.0000	4.611%	5,970,549.55	22,670.38	26,913.27	25,924.74	75,508.39	5,970,549.55	271,674.16	100.0000	5,970,549.55
9/30/2023	10/1/2023	N/A	TexSTAR	1,158,750.73	4.606%	100.0000	4.606%	1,158,750.73	4,761.19	4,845.79	5,035.70	14,642.68	1,158,750.73	65,227.69	100.0000	1,158,750.73
Sub Total			_	7,129,300.28				7,129,300.28	27,431.57	31,759.06	30,960.44	90,151.07	7,129,300.28	336,901.85		7,129,300.28
			_	., .,				., ., .,	.,	,,,,,,,	/,	,	., .,		_	
Tax Increment Financing																
9/30/2023	10/1/2023	N/A	Texpool	943,815.69	4.611%	100.0000	4.611%	943,815.69	2,082.14	3,490.53	3,829.42	9,402.09	943,815.69	27,101.06	100.0000	943,815.69
Sub Total				943,815.69				943,815.69	2,082.14	3,490.53	3,829.42	9,402.09	943,815.69	27,101.06		943,815.69
Sub Total			_	7.5,015.07				, .5,615.07	2,002.14	5,170.55	3,027.42	2,102.07	, .5,015.07	27,101.00	-	7.5,015.07
Grand Total				58,556,210.93				58,552,404.68	267,663.24	266,460.89	250,812.71	784,936.84	58,552,404.68	3,021,131.36		58,553,129.78
Grand Total			=	50,550,210.75				30,332,404.00	207,003.24	200,700.07	230,012.71	70-1,730.0-	20,222,707.00	3,021,131.30	=	30,333,123.76

# City of Stephenville, Texas

# Quarterly Investment Report September 30, 2023

## Portfolio Summary Management Report

Portfolio as of June 30, 2023	<u>3:</u>		Portfolio as of September 3	0, 2023:	
Beginning Book Value	\$	66,250,512	Ending Book Value	\$	58,552,405
Beginning Market Value	\$	66,249,726	Ending Market Value	\$	58,553,130
			Total Income for Quarter	\$	784,937
			Change in Book Value	\$	(7,698,107)
			Change in Market Value	\$	(7,696,596)
			Net Change in Value	\$	1,511

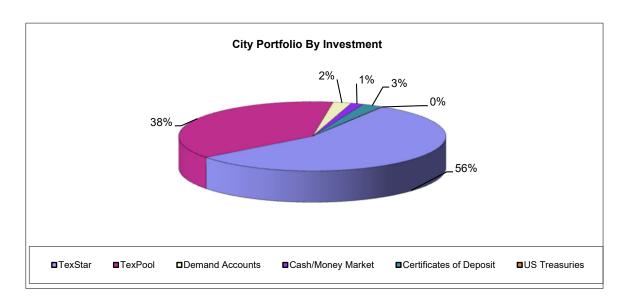
Average Yield to Maturity for period - Total 5.08%
Average Yield to Maturity for period - Non-Demand 5.27%
3 Month Treasury Average June - September 2023 5.29%
Weighted Average Maturity in Days 4.13

15 Monica D. Harris

Monica D. Harris, CPA
Director of Finance and Administration
City of Stephenville

# City of Stephenville Investment Diversification For Month Ending September 30, 2023

Investments	Par Value	Market Value	% of Portfolio	Avg Yield	Weighted Average Maturity in Days
TexStar	32,618,233.42	32,618,233.42	55.70%	5.24%	0.56
TexPool	22,185,687.51	22,185,687.51	37.89%	5.25%	0.38
Demand Accounts	1,310,974.26	1,310,974.26	2.24%	1.20%	0.02
Cash/Money Market	871,315.74	871,315.74	1.49%	0.00%	0.01
Certificates of Deposit	1,470,000.00	1,467,973.85	2.51%	4.93%	3.03
US Treasuries	100,000.00	98,945.00	0.17%	0.12%	0.13
	58,556,210.93	58,553,129.78	100.00%		4.13



City of Stephenville, TX

# Consolidated Yield Worksheet July - Sept 2023

<u>July</u>	Average Monthly Balance	Net Monthly Earnings	Average Monthly Rate
Brokered CD's	1,223,613.30	5,359.79	5.26%
US Treasuries	98,102.00	10.59	0.13%
Cash/Money Market	1,099,841.91	-	0.00%
Demand - Operating	1,972,753.15	2,506.61	1.52%
Demand - Others	369,388.19	356.55	1.16%
Texpool	23,325,466.55	101,624.33	5.23%
TexSTAR	36,341,290.56	157,805.37	5.21%
Totals for July	64,430,455.66	267,663.24	4.99%
August			
Brokered CD's	1,712,770.50	6,420.70	4.50%
US Treasuries	98,516.00	10.59	0.13%
Cash/Money Market	617,342.75	-	0.00%
Demand - Operating	1,786,496.39	2,346.62	1.58%
Demand - Others	230,952.90	204.74	1.06%
Texpool	21,418,288.05	97,032.84	5.44%
TexSTAR	35,661,388.99	160,445.40	5.40%
Totals for August	61,525,755.58	266,460.89	5.20%
<u>September</u>			
Brokered CD's	1,467,973.85	6,031.03	4.93%
US Treasuries	98,945.00	10.25	0.12%
Cash/Money Market	871,315.74	-	0.00%
Demand - Operating	1,413,612.59	1,875.31	1.59%
Demand - Others	149,061.29	100.49	0.81%
Texpool	20,836,039.41	91,156.49	5.25%
TexSTAR	34,744,632.86	151,639.14	5.24%
Totals for September	59,581,580.74	250,812.71	5.05%



# REGULAR CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street Tuesday, October 10, 2023 at 5:30 PM

#### **MINUTES**

The City Council of the City of Stephenville, Texas, convened on Tuesday, October 10, 2023, in the City Hall Council Chambers, 298 West Washington Street, for the purpose of a Regular City Council Meeting, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

**COUNCIL PRESENT:** Mayor Doug Svien

Council Member LeAnn Durfey
Council Member Justin Haschke
Council Member Lonn Reisman
Council Member Bob Newby
Council Member Maddie Smith
Council Member David Baskett
Council Member Mark McClinton

**COUNCIL ABSENT:** Council Member Brandon Greenhaw

OTHERS ATTENDING: Jason M. King, City Manager

Randy Thomas, City Attorney Sarah Lockenour, City Secretary

#### **CALL TO ORDER**

Mayor Svien called the Regular City Council Meeting to order at 5:30 PM.

#### **PLEDGES OF ALLEGIANCE**

Council Member LeAnn Durfey led the pledges to the flags of the United States and the State of Texas.

#### **INVOCATION**

Pastor David Whiteman of Grace Fellowship voiced the invocation.

#### PRESENTATIONS AND RECOGNITIONS

#### The Mayor recognized Judge Richard Petronis and read the following proclamation:

We are here today to pay honor and celebrate the dedicated, selfless service by Judge Richard Petronis to the citizens of Stephenville, Texas; and

**WHEREAS,** Richard Petronis was born in Perth Amboy, New Jersey into a military family. He was the Distinguished Military Graduate and commissioned a 2nd Lt at Arkansas Tech University with degrees in Business and Economics. He holds a Law Degree from the University of Arkansas, and completed a Masters of Law Work at University of Mississippi; and

**WHEREAS,** Richard served over 20 years in the US Army. First stationed at Fort Hood TX, he then did a tour in Vietnam. After a short break, he served in the Texas Army National Guard, retiring as a Lt. Col. after 20+ years of military service; and

**WHEREAS,** Richard started his career as professor of Business Law at Tarleton State University in 1988, retiring in 2014. At TSU Richard helped establish the Kappa Delta Rho fraternity and served as their advisor for over 20 years. He was recognized by the National KDR Fraternity with their highest award of honor and the TSU Zeta Beta Chapter established a national scholarship in his name; and

**WHEREAS,** Richard served the citizens of Stephenville in various offices – first as a Councilmember from 2000-2004, and then as Municipal Court Judge from 2019-2023; and

**WHEREAS,** Richard also started the Knights of Columbus at St. Brendan's Catholic Church, was a President of the Stephenville Rotary Club where he began the "Leaders of Tomorrow" recognition and scholarship program for area graduating high school seniors. He also served on Stephenville City Committees, as well as the Boards of CASA and Star Council; and

**WHEREAS,** on behalf of the entire City Council, I want to express my sincere appreciation to Richard for his exceptional service to the City of Stephenville and wish him much happiness and success as he begins this new chapter in his life.

**NOW, THEREFORE,** I, Doug Svien, Mayor of the City of Stephenville, do hereby proclaim Tuesday, October 10, 2023, as: "JUDGE RICHARD PETRONIS DAY" in the City of Stephenville and urge all citizens and City employees to join me in congratulating Richard for his outstanding career with the City of Stephenville and wishing him many continued years of happiness.

#### **Proclamation Recognizing 2023 World Teacher's Day**

The Mayor read the following proclamation:

**WHEREAS,** the City of Stephenville's future strength depends on providing a high-quality education to all students; and

WHEREAS, teacher quality matters more to student achievement than any other school-related factor; and

WHEREAS, teachers spend countless hours preparing lesson plans and supporting students; and

**WHEREAS,** our teachers have demonstrated great resilience, adaptability and creativity during the COVID-19 crisis; and

**WHEREAS,** our community recognizes and supports its teachers in educating the children of this community; and

**WHEREAS,** #TeachersCan is a statewide movement supported by more than 150 partnering businesses and organizations committed to elevating the teaching profession and honoring the critical role teachers play in the success of Texas; and

**NOW, THEREFORE**, I, Doug Svien, Mayor of the City of Stephenville, join #TeachersCan and its partnering entities across Texas in celebrating World Teachers' Day and proclaim October 5, 2023, to be Stephenville Teachers' Day.

#### CITIZENS GENERAL DISCUSSION

No one addressed the Council at this time.

#### **REGULAR AGENDA**

#### 1. Consider Approval of Retail Strategies Branding Proposal

Ben Muldrow with Retail Strategies presented this item.

MOTION by LeAnn Durfey, second by Bob Newby, to accept the proposal and adopt as the new logo for the City of Stephenville. MOTION CARRIED 7:1 with David Baskett abstaining.

2. Consider Approval of Award of Contract with Whirlix Design, Inc. for the Installation of Phase 2 of the Inclusive Playground at City Park

Director of Parks and Recreation Daron Trussell presented this item. Phase 2 of the inclusive playground from Whirlix Design, Inc. is \$108,838.00, this amount has been budgeted for.

MOTION by David Baskett, second by Lonn Reisman, to approve the contract with Whirlix Design, Inc. for the installation of Phase 2 of the inclusive playground at the City Park as presented.

 Consider Approval of a Request for a Variance from the City of Stephenville Code of Ordinances, Section 130.16 Sale of Alcoholic Beverages for BJ's Restaurant and Bar, located at 211 W McNeill St., being Block 8, Lot 1 of the S2600 City Addition to the City of Stephenville, Texas and identified as Parcel No. R29218 by the Erath County Appraisal District

Mayor pulled this item at the request of the City Secretary.

#### PLANNING AND ZONING COMMISSION

Steve Killen, Director of Development Services

4. Case No.: PD2023-002

Applicant Ben Sanchez with Parkhill, Representing Stephenville ISD is Requesting a Rezone of a Property Located at 0 Wolfe Nursery Rd, Parcel R64240, Being BLOCK 156; LOT 7 (PT OF) of the 42.930 Acres, S2600 CITY ADDITION of the City of Stephenville, Erath County, Texas from City, Tarleton, School (CTS) to Planned Development (PD)

Director of Development Services Steve Killen presented this item.

The Planning and Zoning Commission convened on September 20, 2023, and by a vote of 6/1, recommended the City Council approve the Development Plan and rezone request as presented.

Landon Bill with Parkhill and Eric Cederstrom with Stephenville ISD spoke on the rezone.

#### 5. PUBLIC HEARING

Case No.: PD2023-002

Mayor opened the Public Hearing at 6:16 PM.

No one spoke in favor of or against Case No. PD2023-002.

Mayor closed the Public Hearing at 6:16 PM.

6. Consider Approval of Ordinance Rezoning Property Located at 0 Wolfe Nursery Rd, Parcel R64240, Being BLOCK 156; LOT 7 (PT OF) of the 42.930 Acres, S2600 CITY ADDITION of the City of Stephenville, Erath County, Texas from City, Tarleton, School (CTS) to Planned Development (PD)

MOTION by Mark McClinton, second by LeAnn Durfey, to approve Ordinance No. 2023-O-28 rezoning property located at 0 Wolfe Nursery Rd. as presented. MOTION CARRIED unanimously.

#### 7. Case No.: SV2023-001

Applicant Emanuel Glockzin, Representing Retirement Living for Seniors, is Requesting a Subdivision Waiver from Section 155.6.11 – Sidewalk Requirements, to be Constructed at W Lingleville Rd, Parcel R77868, being 7.664 Acres, A0520 Menefee Jarrett of the City of Stephenville, Erath County, Texas

Director of Development Services Steve Killen presented this item.

The Planning and Zoning Commission convened on September 20, 2023, and by a vote of 6/1, recommended the City Council deny the waiver request.

#### 8. PUBLIC HEARING

Case No.: SV2023-001

Mayor opened the Public Hearing at 6:19 PM.

No one spoke in favor of or against Case No. SV2023-001.

Mayor closed the Public Hearing at 6:19 PM.

 Consider Approval of Subdivision Waiver from Section 155.6.11 – Sidewalk Requirements, to be Constructed at W Lingleville Rd, Parcel R77868, being 7.664 Acres, A0520 Menefee Jarrett of the City of Stephenville, Erath County, Texas

MOTION by Mark McClinton, second by Justin Haschke, to deny the request for Subdivision Waiver for W Lingleville Rd, Parcel R77868, as presented. MOTION CARRIED unanimously.

10. Case No.: SV2023-002

Applicant Emanuel Glockzin, Representing Retirement Living for Seniors, is Requesting a Subdivision Waiver from Section 155.6.04(M) – Curb & Gutter Requirements, to be Constructed at W Lingleville Rd, Parcel R77868, being 7.664 Acres, A0520 Menefee Jarrett of the City of Stephenville, Erath County, Texas

Director of Development Services Steve Killen presented this item.

The Planning and Zoning Commission convened on September 20, 2023, and by a unanimous vote of 7/0, recommended the City Council approve the waiver request.

#### 11. PUBLIC HEARING

Case No.: SV2023-002

Mayor opened the Public Hearing at 6:22 PM.

No one spoke in favor of or against Case No. SV2023-002.

Mayor closed the Public Hearing at 6:22 PM.

12. Consider Approval of a Subdivision Waiver from Section 155.6.04(M) – Curb & Gutter Requirements, to be Constructed at W Lingleville Rd, Parcel R77868, being 7.664 Acres, A0520 Menefee Jarrett of the City of Stephenville, Erath County, Texas

MOTION by Mark McClinton, second by David Baskett, to approve the Subdivision Waiver for W Lingleville Rd, Parcel R77868, as presented. MOTION CARRIED unanimously.

#### 13. Case No.: CP2023-001

Applicants Thomas and Zana Gill are Requesting a Conditional Use Permit for Property Located at 1490 W. McNeill, R33490, being SOUTH SIDE ADDITION, BLOCK 6, LOT 1A, 1B, 2, 2A, 3, 4, 5 (Pt of 1B) of the City of Stephenville, Erath County, Texas

Director of Development Services Steve Killen presented this item.

The applicant is requesting a conditional use permit for parking by Texas A&M Systems/Tarleton State University under a temporary lease agreement during the completion of TSU parking garage construction, while retaining the R-3 Multi-Family zoning for the owner's future development.

Applicant Woody Gill addressed the Council regarding this item and answered questions.

#### 14. PUBLIC HEARING

Case No.: CP2023-001

Mayor opened the Public Hearing at 6:26 PM.

No one spoke in favor of or against Case No. CP2023-001.

Mayor closed the Public Hearing at 6:26 PM.

15. Consider Approval of Conditional Use Permit for Property Located at 1490 W. McNeill, R33490, being SOUTH SIDE ADDITION, BLOCK 6, LOT 1A, 1B, 2, 2A, 3, 4, 5 (Pt of 1B) of the City of Stephenville, Erath County, Texas

MOTION by Mark McClinton, second by Justin Haschke, to approve the Conditional Use Permit for property located at 1490 W. McNeill, R33490, as presented but approval is tied to fully executed lease agreement between Thomas (Woody) Gill and Tarleton State University for the duration of the lease. MOTION CARRIED unanimously.

#### **NOMINATIONS COMMITTEE**

Maddie Smith, Chair

#### 16. Nominations Committee Report

Committee Chair Maddie Smith presented this report. The committee met on September 19, 2023, to review applications for Citizen Boards and Commissions.

The following recommendations were made:

#### PLANNING AND ZONING COMMISSION:

MOTION by Maddie Smith, second by Brandon Greenhaw, to move Tyler Wright to Place 1 vacated by Allen Barnes. MOTION CARRIED to send a positive recommendation to Council.

The committee recommends moving Tyler Wright to Place 1 of the Planning and Zoning Commission.

Nominees for Planning and Zoning were not able to attend the Committee Meeting in September to be interviewed so Committee Chair Smith asked them to attend the Regular City Council meeting.

Bonnie Terrell was interviewed for the Planning and Zoning Alternate 1 position.

Justin Slawson was interviewed for the Planning and Zoning Alternate 2 position.

#### 17. Consider Approval of Nominations to Citizen Boards and Commissions

MOTION by Maddie Smith, second by Leann Durfey, to approve moving Tyler Wright to Place 1 for Planning and Zoning as presented in the Committee Report. MOTION CARRIED unanimously.

MOTION by Maddie Smith, second by David Baskett, to approve placing Bonnie Terrell in the Alternate 1 position for Planning and Zoning as presented. MOTION CARRIED unanimously.

MOTION by Maddie Smith, second by Justin Haschke, to approve placing Justin Slawson in the Alternate 2 position for Planning and Zoning as presented. MOTION CARRIED unanimously.

#### **PUBLIC WORKS COMMITTEE**

Mark McClinton, Chair

#### 18. Public Works Committee Report - September 19, 2023

Public Works Committee Chair Mark McClinton presented the Committee Report from September 19, 2023.

### Agenda Item 4: Discuss and Approve Harbin Drive Improvements Project Change Orders

The change orders for the Harbin Drive Improvements Project were presented. It was noted there have been several issues with missing or inadequate quantities in the design of the project. The project overage costs are being offset by funds for the annual pavement maintenance projects.

Following discussion, a motion was made by Mr. Haschke, seconded by Mr. Baskett, to forward a positive recommendation to the full council to approve Change Orders 4, 5, and 6 as presented.

The committee voted unanimously to forward a positive recommendation to the full council to approve Change Orders 4, 5, and 6 as presented.

#### Agenda Item 5: Discuss and Approve Eastside Sewer Interceptor — Phase 1 Project Change Orders

The proposed change order was presented along with photographs depicting the large concrete structure in conflict with the alignment of the Eastside Sewer pipeline. It was noted the cost of the change order was able to be offset by utility revenues exceeding the FY22-23 budget projections.

Following discussion, a motion was made by Mr. Haschke, seconded by Mr. Baskett, to forward a positive recommendation to the full council to approve the change order as presented.

The committee voted unanimously to forward a positive recommendation to the full council to approve the change order as presented.

#### 19. Consider Approval of Harbin Drive Improvements Project Change Orders

Director of Public Works Nick Williams presented this item to Council.

On October 4, 2021, the City of Stephenville awarded the above referenced project to Jay Mills Contracting, Inc. for the Base Bid plus Bid Alternate #1, for concrete pavement, in the total amount of \$10,097,474.50. The project includes the reconstruction of Harbin Drive from Washington Street to the Northwest Loop. The existing roadway is being reconstructed with concrete paving, curb and gutter, and sidewalks. Storm drainage infrastructure is being installed and existing water and sewer lines are being replaced. Staff recommends approval of Change Orders 4, 5, and 6 to the contract with Jay Mills Contracting, Inc. for the Harbin Drive Improvements Project in the amount of \$130,706.

The addition of the approved and pending change order amounts as well as the cost overruns to the original contract amount of \$10,097,475 yields a total contract amount of \$11,302,920 comprised of TSU's obligation of \$2,160,451 and the city's obligation of \$9,142,469. Original project funding was appropriated with \$8.5 million in FY21-22 bond proceeds. An additional \$807,000 was allocated from the FY21-22 and FY22-23 Annual Street Maintenance Programs to provide \$9.3 million to cover the cost of overruns for the project. The \$9.3 million currently allocated for the city's portion of the project leaves a positive balance of \$157,531 to address any additional unknowns encountered in the project. Staff are also exploring options to incorporate brick in the medians. Project completion is anticipated in the spring of 2024.

#### Change Order #4: \$54,395.00

Additional waterline replacement at Mimosa, Overhill, and Northwest Loop intersections were not identified during the design phase.

Overruns were applied to existing pay items in the amount of \$211,425.00 for a total change order impact of \$265,820.

#### Change Order #5: \$32,187.00

Signalization: (- \$183,840.75)

Modifications to the traffic signal designs for the signal at Washington and at the signal at Northwest Loop were identified during TxDOT's final review which was completed after construction began.

Illumination: \$114,015.75

Addition of foundations, conduit, and pull boxes necessary to add street lighting in the medians along Harbin. Oncor to install poles and wiring.

Irrigation: \$102,012.00

Addition of conduit under pavement to allow for future irrigation line installation in the medians.

#### Change Order #6: \$44,123.50

Adjustments reflect installation of concrete pavement with monolithic curb (all one piece) instead of separate curb and gutter, resulting in a minor increase in the cost of additional concrete versus reduced labor and time for construction. Concrete paving within medians as identified in the construction plans.

Additional Overruns: \$186,061

Overruns to existing line items, in addition to those identified in the change orders above, have been incorporated into the project including:

Removal and replacement of additional paving, curb and gutter, and sidewalk due the quantities identified for replacement being insufficient to perform the work. o Additional replacement and installation of water mains, service lines, and fire hydrants not originally identified during the design phase.

Field modifications due to existing conditions/conflicts found during construction.

MOTION by Mark McClinton, second by David Baskett, to approve Harbin Drive Improvement Project change orders 4, 5 and 6 as presented. MOTION CARRIED unanimously.

#### 20. Consider Approval of Eastside Sewer Interceptor - Phase 1 Project Change Orders

Director of Public Works Nick Williams presented this item to Council.

On October 18, 2022, the City of Stephenville awarded the above referenced project to MH Civil Constructors, Inc. for the Base Bid amount of \$22,517,000. The project includes the installation of approximately three miles of gravity sanitary sewer pipe ranging in size from 4-inch to 48-inch diameter using various installation methods including open-cut trenching, boring, and tunneling. The project spans from the Stephenville Wastewater Treatment Plant northwards to Collins Street along the east side of the Bosque River.

Change Order #1 is needed for the demolition and removal of an existing subsurface concrete structure in conflict with the sewer alignment. The buried structure was unknown until excavation began for the proposed sewer line. A transmittal letter from the design engineer at Parkhill is attached with additional details and photographs.

Project funding in the amount of \$22,661,479 was appropriated in FY22-23 from a combination of carryover, America Rescue Plan Act (ARPA) funds, cash reserves, and 2022 bonds. Discussions with the Finance Department confirm the FY22-23 revenues exceed budget projections for utility service charges and are sufficient to cover the change order. Below are tabulations of project costs. It is recommended that Change Order #1 for \$164,500.00 be approved for a revised total contact amount of \$22,681,500 and net increase of 10 contract days. Project completion is anticipated at the end of 2024

MOTION by Mark McClinton, second by LeAnn Durfey, to approve the Eastside Sewer Interceptor – Phase 1 Project change orders as presented. MOTION CARRIED unanimously.

#### **FINANCE COMMITTEE**

Justin Haschke, Chair

#### 21. Finance Committee Report - September 19, 2023

Finance Committee Chair Justin Haschke presented the Committee Report from September 19, 2023.

<u>Agenda Item 1: Discuss And Approve Audit Proposals for Audit Services Beginning With Fiscal Year Ending</u> September 30, 2023

The City of Stephenville requested proposals for audit services for the fiscal year ending September 30, 2023, with the option to renew annually for the next four years. Four proposals were received and evaluated. Based upon the evaluations, BMY's proposal was chosen as the successful proposal. The motion was made and seconded to forward the audit services award to BMY to the full Council with a positive recommendation for approval. The motion passed unanimously.

#### Agenda Item 2: Discuss And Approve Fee Schedule for Fiscal Year 2023-2024

Staff presented the proposed fee schedule for fiscal year 2023-2024. The motion was made and seconded to forward the fee schedule to the full Council with a positive recommendation for approval. City Council adopted the fee schedule at the special council meeting on September 19, 2023.

#### 22. Award Audit Services contract beginning with the fiscal year ending September 30, 2023

MOTION by Justin Haschke, second by Mark McClinton, to award the Audit Services contract for the 2023-2024 fiscal year to BMY as presented. Justin Haschke stated that there is no overlap or conflict with his company BMY Wealth Management Company and Boucher, Morgan & Young CPA (BMY). MOTION CARRIED unanimously.

#### **FINANCIAL REPORTS**

Monica Harris, Director of Finance

#### 23. Monthly Budget Report for the Period Ending August 31, 2023

In reviewing the financial statements ending August 31, 2023, the financial indicators are overall as or better than anticipated.

Property Tax Collections: We received \$15K in property taxes in the month of August, resulting in a \$442K increase over the funds collected last fiscal year to date. The amount collected is 97% of the budget, which is \$178K less than anticipated.

Sales and Use Tax: We received \$799K in sales tax in August, resulting in \$1 million or 13% more than the funds collected last fiscal year to date. The amount collected is 96% of the \$9 million budget, which is \$417K higher than anticipated.

Revenue (by Fund): Of the \$42.9 million revenue received to date, 51% was received in the General Fund, 27% was received in the Water/Wastewater Fund and 6% was received in the Landfill Fund.

Revenue (Budget vs. Actual): We have received almost 100% of the total budgeted revenues through August, which is \$3.3 million more than anticipated due to taxes, charges for services, and other revenue such as investment income, donations, and debt proceeds.

Revenue (Prior Year Comparison): We received \$22.3 million less in revenue through August than last year to date due to debt proceeds; however, we have received \$1.6 million more in taxes, \$633K more in intergovernmental, and \$132K more in charges for services over last year to date.

Expenditures (by Fund): Of the \$54.7 million spent to date, 45% was expended in the Water/Wastewater Fund, 37% was expended in the General Fund, 8% was expended the Capital Projects Fund, and 4% was expended in the Landfill Fund.

Expenditures (Budget vs. Actual): We have expended 60% of the total budgeted expenditures through August, which is \$26.5 million less than anticipated due to personnel, contractual and capital outlay.

Expenditures (Prior Year Comparison): We spent \$15 million more in expenditures through August than last year to date, the bulk of which is capital outlay.

SEDA Revenue Comparison: SEDA has received an overall 102% of budgeted revenue through August, which is \$17K more than last year to date and \$76K more than anticipated due to taxes and interest income.

SEDA Expenditure Comparison: SEDA has spent an overall 44% of budgeted expenditures through August, which is \$380K more than last year to date due to personnel and grant disbursements but \$872K less than anticipated due to capital outlay and grant disbursements.

#### **CONSENT AGENDA**

- 24. Consider Approval of Regular City Council Meeting Minutes September 5, 2023
- 25. Consider Approval of Special City Council Meeting Minutes September 19, 2023
- 26. Consider Approval of Membership in the Texas Municipal League
- 27. Consider Approval of Budgeted Purchase for Utility Department Backhoe
- 28. Consider Approval of an Expenditure for 2022/2023 Patrol Unit Build Outs

MOTION by Mark McClinton, second by LeAnn Durfey, to approve the Consent Agenda items as presented. MOTION CARRIED unanimously.

#### **COMMENTS BY CITY MANAGER**

September was a great month for the City of Stephenville event wise. We had family weekend and a lot of events downtown including the last farmer's market and the launch of the new radio system for the Police Department. Thanks to all the staff who helped make these events happen.

We do have a Charter Election coming up in November. Remember Election Day is November 7 with early voting October 23- October 27 and October 30 – November 3. You can find all the information on the Erath County Clerk's website.

#### **COMMENTS BY COUNCIL MEMBERS**

**LeAnn Durfey** – Thanks to everyone who came out for the branding meetings.

**Maddie Smith** – Shout out to the Stephenville Parks, Fire and Police departments for their hard work on the Stephenville ISD bonfire.

**David Baskett** – Congratulations to Judge Richard Petronis on his retirement and to Captain James Gresham for his retirement from the Stephenville Police Department.

Mayor Svien recessed the Regular City Council Meeting at 6:48 PM and convened the Executive Session at 6:51 PM.

#### **EXECUTIVE SESSION**

In compliance with the provisions of the Texas Open Meetings Law, Subchapter D, Government Code, Vernon's Texas Codes, Annotated, in accordance with

**29. Section 551.074** *Personnel Matters* to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Municipal Judge

Mayor Svien adjourned the Executive Session at 6:58 PM and reconvened the Regular City Council Meeting at 7:00 PM.

#### ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

29. Section 551.074 *Personnel Matters* to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Municipal Judge

MOTION by David Baskett, second by LeAnn Durfey, to allow City Manager Jason King to negotiate a contract for the Municipal Court Judge as discussed in Executive Session. MOTION CARRIED unanimously.

#### **ADJOURN**

Mayor Svien adjourned the Regular City Council meeting at 7:00 PM.

Note: The Stephenville City Council may convene into Executive Session on any matter related to any of the above agenda items for a purpose, such closed session allowed under Chapter 551, Texas Government Code.



### SPECIAL CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street Tuesday, October 17, 2023 at 5:30 PM

#### **MINUTES**

The City Council of the City of Stephenville, Texas, convened on Tuesday, October 17, 2023, in the City Hall Council Chambers, 298 West Washington Street, for the purpose of a Special City Council Meeting, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

**COUNCIL PRESENT:** Mayor Doug Svien (via Zoom at 5:52 PM)

Mayor Pro Tem Mark McClinton

Council Member LeAnn Durfey (via Zoom at 6:15 PM)

Council Member Justin Haschke Council Member Lonn Reisman Council Member Bob Newby Council Member Maddie Smith

Council Member David Baskett (arrived at 6:11 PM)

**COUNCIL ABSENT:** Council Member Brandon Greenhaw

OTHERS ATTENDING: Jason M. King, City Manager

Randy Thomas, City Attorney Sarah Lockenour, City Secretary

#### **CALL TO ORDER**

Mayor Pro Tem called the Special Meeting to order at 5:47 PM and recessed to Executive Session.

Mayor Pro Tem called the Executive Session to order at 5:52 PM.

#### **EXECUTIVE SESSION**

1. Section 551.071 Consultation with Attorney - to Consult Over a Pending or Contemplated Litigation

Mayor Pro Tem adjourned Executive Session at 6:40 PM and reconvened the Special Meeting at 6:44 PM.

#### ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

#### **ADJOURN**

With no business to act on, Mayor Pro Tem adjourned the Special Meeting at 6:44 PM.

Note: The Stephenville City Council may convene into Executive Session on any matter related to any of the above agenda items for a purpose, such closed session allowed under Chapter 551, Texas Government Code.

Doug Svien, Mayor

ATTEST:

Sarah Lockenour, City Secretary

# AGREEMENT FOR MUNICIPAL COURT BAILIFF BETWEEN ERATH COUNTY AND CITY OF STEPHENVILLE

STATE OF TEXAS §

COUNTY OF ERATH §

This is an agreement for Municipal Court between ERATH COUNTY, TEXAS (hereinafter referred to as COUNTY) and the CITY OF STEPHENVILLE (hereinafter referred to as CITY), each acting herein by and through its duly authorized officials.

For and in consideration of the mutual benefits stated herein, the parties hereto agree to the following terms and conditions:

- 1. COUNTY agrees to provide Constable Precinct 1 as bailiff for Municipal Court of the City of Stephenville. The Bailiff is required to perform the following duties and responsibilities:
  - a. Provide security for the Municipal Court, Municipal Court Judge and Court employees;
  - b. Serve subpoenas, warrants, summons and other documents related to and required for the operation of the Court;
  - Monitor and control activities of parties, counsel and juries as necessary for Court operation and as directed by the Municipal Court Judge; and
  - d. Other duties as assigned by the Municipal Court Judge.

The obligations as Bailiff for the Municipal Court are secondary to the duties and responsibilities of Bailiff as Constable of Precinct 1.

- 2. The Bailiff of the municipal court shall obtain a bond in the amount of \$5,000.00 conditioned that he faithfully and impartially discharge the duties required by law. The bond shall be payable to CITY and approved by the City Council. CITY shall be responsible for the cost to obtain such bond. The Bailiff shall provide notice of the cost of obtaining the bond to CITY within 10 days of receipt of an invoice.
- 3. CITY agrees to pay COUNTY for the cost of performing the services specified in this agreement as follows: monthly payments of \$1,000.00, as a salary supplement for Erath County Constable Precinct 1 starting on October 15, 2022 and an additional \$100.00 per month to reimburse COUNTY for expense (fuel and use of county vehicle) related to the performance of the Bailiff position.
- 4. This agreement shall be for the period of October 1, 2023 through September 30, 2024.
- 5. To the extent allowed by law, each party to this agreement will indemnify and hold the other party harmless from and against any and all loss, damage, liability, claim or injury resulting from all action performed by that party or its agents in connection with this agreement.
- 6. It is expressly understood and agreed that, in the execution of this agreement, neither COUNTY nor CITY waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

- 7. Any amendments, alterations, deletions or waiver of the provisions of this agreement shall be valid when expressed in writing and agreed to by the governing bodies of both parties.
- 8. This agreement shall be binding upon the parties, their legal representatives, successors, and assigns.
- 9. It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement.

EXECUTED this day of	, 20	23.
		CITY OF STEPHENVILLE 298 West Washington Stephenville, Texas 76401
		Doug Svien, Mayor, City of Stephenville
ATTEST:		
City Secretary		
APPROVED AS TO FORM:		
Randy Thomas, City Attorney	- y	
STATE OF TEXAS	§	
COUNTY OF ERATH	§	
		me on, by Doug Svien, oration, on behalf of said corporation.
		Notary Public, State of Texas

**COUNTY OF ERATH** 100 West Washington Stephenville, Texas 76401

Brandon Huckabee, Erath County Judge

ATTEST:

Gwinda Jones, Erath County Clerk

APPROVED:

Jason Schipper, Erath County Constable Pct. 1

**STATE OF TEXAS** 

§

**COUNTY OF ERATH** 

§

This instrument was acknowledged before me on October 3, 2003 by Brandon Huckabee, County Judge of Erath County.

M JOCELYN PEREZ Notary Public, State of Texas My Commission Expires September 14, 2026 NOTARY ID 13005166-4

Notary Public, State of Texas



**SUBJECT:** Grounds Keeping Equipment

**DEPARTMENT:** Parks and Leisure Services **STAFF CONTACT:** Daron Trussell, Director

#### **RECOMMENDATION:**

Staff requests Council approve the purchase of the following grounds keeping equipment from United Ag and Turf:

- Steel Green Sprayer/Spreader Applicator, \$16,195.00
  - o Used to spray/spread fertilizer, pesticides, and herbicides on ballfields and other irrigated areas.
- Turf-Co Top Dresser, \$13,184.00
  - Used to level ground on ballfields and other irrigated areas.
- John Deere Batwing Mower, \$69,618.24
  - Used primarily for mowing at cemeteries but also other building and ground projects.

#### **BACKGROUND:**

Steel Green Sprayer/Spreader Applicator

- This is replacing a piece of existing equipment that was purchased around 2015.

Turf-Co Top Dresser

- New equipment

John Deere Batwing Mower

- New equipment

#### **FISCAL IMPACT SUMMARY:**

These items are budgeted from account no. 01-501-55120 through a BuyBoard and Sourcewell vendor.

#### **ALTERNATIVES:**

Without purchase or replacement of equipment the Cemeteries would continue to fall behind in mowing season and the ballfields/irrigated areas will continue having leveling and drainage issues without the proper maintenance.



#### **Quote Summary**

#### Prepared For:

CITY OF STEPHENVILLE 298 W WASHINGTON ST STEPHENVILLE, TX 76401 Business: 254-918-1294 BMoore2@stephenvilletx.gov

#### Prepared By:

Monty Hambrick United Ag & Turf 2098 Valley View Lane Farmers Branch, TX 75234 Phone: 214-630-3300 Mobile: 817-454-8829

montyhambrick@unitedagt.com

BUYBOARD 706-23   Grounds Maintenance	
Equipment	La

Quote Id: 29445312
Created On: 17 August 2023
Last Modified On: 17 August 2023
Expiration Date: 18 September 2023

Equipment Summary	Selling Price	Qty	Extended
STEEL GREEN MANUFACTURING SG52	\$ 16,195.00 X	1 =	\$ 16,195.00
Equipment Total			\$ 16,195.00
	Quote Summary		
	<b>Equipment Total</b>		\$ 16,195.00
	SubTotal		\$ 16,195.00
	Total		\$ 16,195.00
	Down Payment		(0.00)
	Rental Applied		(0.00)
	Balance Due		\$ 16,195.00

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



#### **Quote Summary**

Prepared For:

CITY OF STEPHENVILLE 298 W WASHINGTON ST STEPHENVILLE, TX 76401 Business: 254-918-1294 BMoore2@stephenvilletx.gov Prepared By:

Monty Hambrick United Ag & Turf 2098 Valley View Lane Farmers Branch, TX 75234 Phone: 214-630-3300

Mobile: 817-454-8829 montyhambrick@unitedagt.com

**BUYBOARD 706-23 | Grounds Maintenance** 

Equipment

Quote Id:

29448835

Created On: Last Modified On: 18 August 2023

Expiration Date: 17 September 2023

18 August 2023

**Selling Price** Qty Extended **Equipment Summary** \$ 13,184.00 TURFCO METE-R-MATIC IV Top \$13,184.00 X 1

Dresser

\$ 13,184.00 **Equipment Total** 

> **Quote Summary** \$ 13,184.00 **Equipment Total** SubTotal \$ 13,184.00 Total \$ 13,184.00 (0.00)Down Payment (0.00)Rental Applied **Balance Due** \$ 13,184.00

Salesperson : X

Accepted By : X



# ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

United Ag & Turf 2098 Valley View Lane FARMERS BRANCH, TX 75234 US

# ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf 2098 Valley View Lane Farmers Branch, TX 75234 214-630-3300 farmersbranchjd@unitedagt.com

#### **Quote Summary**

Prepared For:

CITY OF STEPHENVILLE 298 W WASHINGTON ST STEPHENVILLE, TX 76401 Business: 254-918-1294 BMoore2@stephenvilletx.gov Delivering Dealer:
United Ag & Turf
Monty Hambrick
2098 Valley View Lane
Farmers Branch, TX 75234
Phone: 214-630-3300

Mobile: 817-454-8829 montyhambrick@unitedagt.com

Sourcewell Account # 131370 Sourcewell Grounds Maint 031121-DAC Quote ID: 29692924
Created On: 27 September 2023
Last Modified On: 27 September 2023
Expiration Date: 27 October 2023

Equipment Summary	Selling Price		Qty		Extended
2023 JOHN DEERE 1600 Turbo	\$ 69,618.24	X	1	=	\$ 69,618.24
TerrainCut Commercial Wide-Area					

TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS -1TC1600TPPH680300

Contract: Sourcewell Grounds Maint 031121-DAC (PG BT CG 76)

**Price Effective Date:** 

Equipment Total \$ 69,618.24

* Includes Fees and Non-contract items	Quote Summary	
	Equipment Total	\$ 69,618.24
	Trade In	
	SubTotal	\$ 69,618.24
	Est. Service Agreement Tax	\$ 0.00
	Total	\$ 69,618.24
	Down Payment	(0.00)
	Rental Applied	(0.00)
	Balance Due	\$ 69,618.24

Salesperson : X

Accepted By : X



# Selling Equipment

Quote Id: 29692924 Customer Name: CITY OF STEPHENVILLE

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR): United Ag & Turf 2098 Valley View Lane FARMERS BRANCH, TX 75234 US ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf 2098 Valley View Lane Farmers Branch, TX 75234 214-630-3300

farmersbranchjd@unitedagt.com

# 2023 JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower

Hours: 0

Stock Number: 4290658

Contract: Sourcewell Grounds Maint 031121-DAC (PG BT

Selling Price \*

CG 76) \$ 69,618.24

**Price Effective Date:** 

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0735TC	JOHN DEERE 1600 TURB SERIES I WAM 2 POST MOWER	0 1	\$ 88,129.00	23.00	\$ 20,269.67	\$ 67,859.33	\$ 67,859.33
		Star	dard Option	s - Per Unit			
001A	001A	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	LANGUAGE CODE-US ENGLISH	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
	Standard Options Total		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Dealer Attachments/Non-Contract/Open Market Non-0.00 \$ 0.00 \$ 1,300.00 \$1,300.00 \$ 1,300.00 Canopy Contract BUC11408 LED Work Light Kit \$ 595.99 23.00 \$ 137.08 \$ 458.91 \$ 458.91 **Dealer Attachments Total** \$ 137.08 \$ 1,758.91 \$ 1,758.91 \$ 1,895.99 Value Added Services \$ 0.00 \$ 0.00 \$ 0.00 **Total** 

Total Selling Price \$ 90,024.99 \$ 20,406.75 \$ 69,618.24 \$ 69,618.24



**SUBJECT:** Professional Turf Products

**DEPARTMENT:** Parks and Leisure Services

**STAFF CONTACT:** Daron Trussell, Director

#### **RECOMMENDATION:**

Staff requests Council approve the purchase of the following grounds equipment from Professional Turf Products LP:

Ventrac Tractor, Kubota and Dual Wheel Kit, \$34, 640.80

#### **BACKGROUND:**

This item is replacing an existing tractor purchased in 2007 that is no longer in service.

#### **FISCAL IMPACT SUMMARY:**

These items are budgeted from account no. 01-501-55120 through a BuyBoard vendor.

#### **ALTERNATIVES:**

The existing tractor is out of commission. We are no longer able to use the existing tractor for leveling and treatment of the ballfield infields or the maintenance of other irrigated areas including the Bosque River Trail maintenance.

Item 30.



# Pricing Quote

Quote #: 77932-1006

Date Quoted: May 12, 2023 Quote Expires: June 12, 2023

Prepared For:

Brett Moore City of Stephenville 254-485-6358 bamoore@stephenvilletx.gov Prepared By:

Professional Turf Products, Lp

Kyle Mitchell

1010 N. Industrial Blvd Euless, TX 76039 Phone: 817-201-4444

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	Unit Price	Total
1	4520Z (39.51215)	Ventrac Tractor: KN, 4520Z Kubota WG972-GL Included Standard: Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs	31,070.00	31,070.00
1	70.4067	Accessory: DUAL WHEEL KIT Kit, Duals Field Trax Black	1,610.00	1,610.00

Subtotal 32,680.00

**CHARGES** 

Other Charge: Freight / Set up (6%)

+1,960.80

TOTAL USD \$ 34,640.80

Notes:

Buyboard # 706-23

But More 10/2/23 Po# 2024-12757

. . . .



**SUBJECT:** Shade Structures at Splashville Water Park

**DEPARTMENT:** Parks and Leisure/Aquatics

**STAFF CONTACT:** Daron Trussell, Director

#### **RECOMMENDATION:**

Staff requests Council approve the purchase of new shade structures for Splashville Water Park not to exceed \$30,000.

#### **BACKGROUND:**

The existing shade structures are torn in areas and outdated.

#### **FISCAL IMPACT SUMMARY:**

These items are budgeted from account no. 01-507-54140.

### **ALTERNATIVES:**

The existing material on the shade structures will continue to deteriorate and make the pool look messy and outdated. The material will eventually break free from the structure and could be a potential hazard.



**SUBJECT:** Portable Restrooms

**DEPARTMENT:** Parks and Leisure/Aquatics

**STAFF CONTACT:** Daron Trussell

#### **RECOMMENDATION:**

Consider Approval of Portable Restroom Bid/PO

PO# in the amount of \$35275.00 with Texan Restrooms

# BACKGROUND:FISCAL IMPACT SUMMARY:

This is a budgeted item under PO# 2024-12756

### **ALTERNATIVES**

The Parks/events and bosque river trail will be without restrooms for this Fiscal year



**SUBJECT:** New Vehicle for Building & Grounds

**DEPARTMENT:** Parks and Leisure Services

**STAFF CONTACT:** Daron Trussell, Director

#### **RECOMMENDATION:**

Staff requests the Council approve the purchase of a 2024 Chevrolet Silverado 2500 from Bruner Motors.

#### **BACKGROUND:**

Building and grounds pulls a double axel 16 ft dove tail trailer loaded down with 2 zero turn mowers and all other necessary equipment needed for the work week with a ½ ton pickup equipped with a 6-cylinder engine. The ½ ton pickup is not designed to haul the load necessary for the Building and Grounds crew to adequately do their jobs.

The purchase of the 2024 Chevrolet Silverado 2500 will replace the ½ ton pickup that is currently used.

#### **FISCAL IMPACT SUMMARY:**

These items are budgeted from account no. 01-501-55110 through an HGAC Contract in the amount of \$43,208.00.



### **BUYERS ORDER & INVOICE**

ltom	33

Sold To CITY OF STEPHENV	/ILLE		Dool #	0040130
Address 298 W WASHINGTON	STEPHENVILLE, TX 76401			6134
porture and the second	Email sknight@stepher			
hereby agree to purchase from you X New Used Year 2024	u under the terms and conditions s	pecified, the following:	Stock No.	5
Serial No. 1GCOWLE72RF2251		UMMIT WHITE	IMIICAYO _	<del></del>
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		TOTAL PRICE		43053.00
	50 J	REBATE		NA
Trade-in Allowance NA	Balance Owed NA	TRADE-IN ALLOWANCE TAXABLE AMOUNT		NA 43053.00
*The Dealer's Inventory Tax charge is	Intended to reimbures the degler	SALES TAX		NA NA
for ad valorem taxes on its motor vehi	icle inventory. The charge, which is	DEALERS INVENTORY TAX*	(2000)	NA
paid for by the dealer to the county ta: Imposed on a consumer by the govern	x assessor-collector, is not a tax nment, and is not required to be	DOCUMENTARY FEE		150.00
charged by the dealer to the consume	ř	ROAD & BRIDGE FEE		NA NA
A DOCUMENTARY FEE IS NOT AN OF	FICIAL FEE. A DOCUMENTARY	TITLE & TRANSFER FEES		5.00
FEE IS NOT REQUIRED BY LAW, BUT FOR HANDLING DOCUMENTS RELAT	ING TO THE SALE. A	STATE INSPECTION	6388 E	NA
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not warranted by Manufacturer.		2		
Any warranties on the products sold	hereby are those made by the	SUBTOTAL		43208.00
manufacturer. Dealer hereby expres express or implied, including any imp	sly disclaims all warranties, either plied warranty of merchantability	CASH DOWN PAYMENT		NA
or fitness for a particular purpose an	d Dealer neither assumes not	CASH DUE AT DELIVERY		43208.00
authorizes any other person to assur with the sale of said products.	THE FOR IT ATTY HADBITY IT CONNECTION	LIEN		NA
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I HAVE READ THE MATTER ON THE BACK FRONT AND BACK HEREOF COMPRISE TH CONCERNING SAME HAS BEEN MADE OR	E ENTIRE AGREEMENT AFFECTING THIS ENTERED INTO. I HEREBY ACKNOWLED	THIS ORDER THE SAME AS IF IT WERE PRINT CORDER AND NO OTHER AGREEMENT OR UN GE RECEIPT OF A COPY OF THIS ORDER. UNTIL ACCEPTED BY DEALER.	TED ABOVE MY SIG DERSTANDING OF	NATURE. THE ANY NATURE
365 TO STATE OF THE STATE OF TH	10/10/2022			10/10/05
Purchaser's Signature	10/19/2023 Date	Seller's Representative Signature	W 572	10/19/2023 Data
	Naio	MARY TOUNGON		Date
Co-Purchaser's Signature	Date	Salesperson: MARK DOMINSON		



SUBJECT: Consider Approval of Resolution Regarding a Financing Agreement for the Purpose of

Procuring Mowers and Related Ground Maintenance Equipment

**DEPARTMENT:** Finance

**STAFF CONTACT:** Monica Harris

#### **RECOMMENDATION:**

Staff are requesting the Council to approve a financing agreement with Government Capital Corporation for equipment cost of \$133,638.04 at 5.732% with 5 annual payments of \$30,776.10 beginning May 2024.

#### **BACKGROUND:**

During budget preparation, the Parks and Recreation Department requested to purchase a Ventrac 4520A, a top dressor 2500, a batwing mower, and a stand on spray master. The purchase would be funded through a financing agreement.

Government Capital Corporation provided two financing options: one for five years and one for 7 years. Since the five-year option is within the budget and is over \$8,600 less in total interest payments, the five-year option is recommended.

#### **FISCAL IMPACT SUMMARY:**

Approving this financing agreement will obligate the City to \$30,776.10 in debt service payments this year and for the next four years.

#### **ALTERNATIVES:**

Not approve the financing agreement and pay cash for the vehicles.

Not approve the financing agreement and pursue other financing arrangements.



November 1, 2023

Mrs. Monica Harris Stephenville City Hall 254-918-1211 mharris@stephenvilletx.gov

Dear Mrs. Harris,

Thank you for the opportunity to present proposed financing for Stephenville City Hall. I am submitting for your review the following proposed structure:

ISSUER: City of Stephenville, Texas

FINANCING STRUCTURE: Public Property Finance Contract issued under Local

Government Code Section 271.005

EQUIPMENT COST: \$ 133,638.04

TERM: 5 Annual Payments 7 Annual Payments

INTEREST RATE: 5.732% 5.75%
PAYMENT AMOUNT: \$30,776.10 \$23,223.07
PAYMENTS BEGINNING: May 2024 and annually thereafter

#### Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Stephanie Cates

Stephanie Cates SVP Client Services Main: 817-421-5400

#### **RESOLUTION NO. 2023-R-**

# A RESOLUTION REGARDING A FINANCING AGREEMENT FOR THE PURPOSE OF PROCURING MOWERS AND GROUND MAINTENANCE EQUIPMENT.

WHEREAS the City of Stephenville desires to enter into a certain Financing Agreement, by and between Government Capital Corporation and the City of Stephenville, for the purpose of financing mowers and ground maintenance equipment; and

WHERAS the City of Stephenville desires to designate this Agreement as a "qualified tax-exempt obligation" of the City of Stephenville for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS the City of Stephenville desires to designate the City Manager as an authorized signer of the Agreement.

#### NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STEPHENVILLE:

#### SECTION 1.

That the City of Stephenville enters into a Financing Agreement with Government Capital Corporation for the purpose of procuring mowers and ground maintenance equipment.

#### SECTION 2.

That the Financing Agreement, by and between the City of Stephenville and Government Capital Corporation is designated by the City of Stephenville as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

#### SECTION 3.

That the City of Stephenville designates the City Manager, as an authorized signer of the Financing Agreement, by and between the City of Stephenville and Government Capital Corporation.

#### SECTION 4.

That should the need arise, if applicable, the City will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

**PASSED AND APPROVED** this the 7<sup>th</sup> day of November, 2023.

	Doug Svien, Mayor	
ATTEST:		
Sarah Lockenour, City Secretary		

Resolution No. 2023-R- Page 1 of 2

Reviewed by Jason M. King, City Manager

Randy Thomas, City Attorney Approved as to form and legality

Resolution No. 2023-R- Page 2 of 2

## **Public Works Committee**

# STAFF REPORT



**SUBJECT:** 536 Well Field – Wells Project Acceptance

**MEETING:** Council Meeting - 07 NOV 2023

**DEPARTMENT:** Public Works **STAFF CONTACT:** Nick Williams

#### **RECOMMENDATION:**

Staff recommends acceptance of the above noted project as complete and requests authorization for the City Manager to issue final payment to the contractor. An appropriate resolution is attached.

#### **BACKGROUND:**

The City of Stephenville City Council awarded the contract for the above referenced project on August 16, 2023, for \$2,732,209.00 to Hydro Resources – Mid Continent, Inc. of Creedmoor, TX. The contractor has completed the work in accordance with the plans and specifications.

#### **FISCAL IMPACT SUMMARY:**

The project was completed for \$2,767,869.00 of which \$2,712,511.62 has been paid to the contractor. The \$35,660 over the original contract amount was used to install longer length well screens. The remaining balance of \$55,357.38 will be released to the contractor following formal project acceptance by the city council. An appropriate resolution is attached.

A recommendation for final payment has been received from the engineer of record. There are no identified outstanding issues and a signed Final Bills Paid Affidavit has been received.

Additionally, all known subcontractors have been contacted to confirm payment.

### **ATTACHMENT(S):**

Resolution No. 2023-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS, TO ACCEPT THE 536 WELLFIELD WELLS PROJECT AND AUTHORIZE FINAL PAYMENT TO HYDRO RESOURCES — MID CONTINENT, INC.; FINDING AND DETERMINING THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Stephenville entered into a unit price contract with Hydro Resources – Mid Continent, Inc., with a final estimated total cost of \$2,732,209.00; and

WHEREAS, the actual work was completed at a total cost of \$2,767,869.00 of which \$2,712,511.62 has been previously paid to the contractor, leaving an amount due of \$55,357.38; and

WHEREAS, the City has received an executed Final Bills Paid Affidavit from the Contractor and a recommendation of final payment from the design engineering firm.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS, THAT;

SECTION 1. The 536 WELLFIELD – WELLS PROJECT is hereby accepted, and the City Manager is authorized to make final payment to the contractor.

SECTION 2. It is hereby officially found and determined the meeting which this resolution was passed was open to the public as required by law.

PASSED AND APPROVED this the 7<sup>th</sup> day of November 2023.

Approved as to form and legality

	Doug Svien, Mayor	
ATTEST:		
Sarah Lockenour, City Secretary		
Jason M. King, City Manager Reviewed		
Randy Thomas, City Attorney		



**SUBJECT:** Firefighter Wellness Physicals

**DEPARTMENT:** Fire Department

**STAFF CONTACT:** Robert Isbell

#### **RECOMMENDATION:**

Consider approval of Professional Services for Annual Firefighter Wellness Physicals

#### **BACKGROUND:**

This Program is a continuation of our firefighter wellness physicals. The Texas Commission on Fire Protection (TCFP) mandates that agencies must assess the wellness and fitness needs of the personnel in the department (Texas commission on Fire Protection rule 435.21). In line with this mandate, SFD has updated our policy regarding this rule and propose the use of Front Line Mobile Health to provide our annual assessments.

Frontline will now have baseline metrics from last year's assessments to follow our health trends and monitor any deviations in our health picture.

Although this service is a "professional service", we sought informal bids (2022) from other companies known for this specific work and Front Line Mobile Health offered a more comprehensive and firefighter centric testing. Many of the tests performed are not available with other providers.

#### **FISCAL IMPACT SUMMARY:**

The cost of the medical/physicals are \$32,995. This project was budgeted in the 2023-24 budget.

#### **ALTERNATIVES**

1. Not fund the program





# **Keeping Firefighters Healthy & Fit For Service**

Proposal for

# Stephenville, TX Fire Department

NFPA-1582 Firefighter Health and Fitness Assessments

On-site Occupational Health Providers Specialized in Firefighter Health

Prepared For Scott Brinkley, Division Chief

Proposed On **4-28-2023** 

### Dear Chief Brinkley:

Thank you for your proposal request from On Duty Health regarding your upcoming annual firefighter health & fitness assessments. 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.

Included in this proposal, you'll find the outline of services we offer, including a full NFPA 1582, 1583 and WFI compliant annual assessment at your department. This includes a full body ultrasound screening, comprehensive labs, a maximal 12-lead EKG treadmill stress test (WFI protocol), 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 members will always have a secure online portal through which they can track their health results year to year. And, we provide administration with a department-wide analytics dashboard to help inform your decisions on where to implement health improvement plans, with our guidance.

We also hope to partner with you to offer continuing services such as returnto-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 fire health needs.

We are Texas-based, and our Co-owner and Chief Operating Officer is a Texas Fire Chief with 28 years in the industry, bringing a firefighter-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 firefighter occupational health.

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



Warm regards,

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

## **Highlights**

- Full NFPA 1582, 1583, and WFI compliant annual assessment at your department.
- Full body ultrasound screening, including Radiology followup for abnormal findings
- Cardiopulmonary Exercise Testing (CPET)
- 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 firefighter health



# **Company Profile**

On Duty Health is a physician, firefighter and femaleowned, customer-service-centered healthcare company specifically specialized in mobile firefighter health. We currently serve over 4,000 first responders in 82 agencies across Texas, California and Missouri with our comprehensive annual health and fitness assessments.

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

## **Cancers (NIOSH)**

- 9% higher risk of being diagnosed with cancer
- 14% higher risk of dying from cancer
- Significantly higher risk for specific types of cancer

## **Cardiac Deaths (NFPA)**

40-50% of annual duty-related fatalities

## Behavioral Health Issues (IAFF)

19% experienced suicidal thoughts

Cardiology followups when indicated.

27% struggled with substance abuse

65% suffer from PTSD

80% said asking for help would make them seem "weak"

With the above statistics in mind, our system has been designed to identify life threatening issues early so a firefighter may have the best chance at not only surviving, but thriving well into retirement. We are fully NFPA-compliant, but go well beyond the NFPA standards by incorporating the latest research and knowledge in firefighter-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 member, every year, as well as providing for Radiology and



Item 36.

# ON DUTY **HEALTH**

Leading the way in firefighter cancer cardiac behavioral

health

COMPONENT LIST FOR ANNUAL INCUME	BENT PHYSICALS
LAB TEST	PARTNERSHIP
Comp Metabolic Panel	Yes
Complete Blood Count	Yes
Lipid Panel	Yes
Urinalysis with reflex Micro	Yes
Hemoglobin A1C	Yes
PSA, Total (Males Only)	Yes
CA-125 (Females Only)	Yes
FOBT	Yes
Cortisol, AM	Yes
TSH Reflex to T4 (Thyroid)	Yes
Testosterone Free/Tot with SBG (males)	Yes
Estradiol (Females)	Yes
EXAMS	PARTNERSHIP
Personalized Risk Assessment	Yes
Health Questionnaire and Screening	Yes
Vision Screening	Yes
Body Composition Analysis	Yes
Audiogram	Yes
Physical Examination & Consultation	Yes
w/ Medical Provider	Yes
Human Performance Assessment Data Capture	Yes
Resting EKG	No
CPET	Yes
Chest X-Ray	Yes
Cancer Screening Ultrasound: thyroid, testicular (male only) abdomen (liver, gallbladder, pancreas, spleen, kidneys, ovaries, non-invasive)	Yes
PRICE PER EXAM	\$845
TOTAL PRICE:	\$32,995

### **Health Dashboards**



Awareness of your department's overall health is extremely important. We assist you by providing a de-identified Health Dashboard which shares various key health metrics, guiding you for improving the health and longevity of your crew.

### Galleri 50+ Multicancer Test

We have partnered with Grail to offer the Galleri test, which is a revolutionary new blood test that can detect over 50 different types of active cancers. Incredibly, this test has a false positivity rate of 0.5% and a specificity of 99.5%. Our rate is drastically reduced from the standard price of \$949/pp (plus provider fees) due to an agreement with the IAFF. Click the picture to the right to learn more.



## Fiscal Responsibility



We offer the most competitive pricing, while also offering the most advanced, comprehensive exam available. Our COO, as a Fire Chief, has made it a priority for us to offer this high-level of service, while keeping costs down to fit the budgets of smaller, rural departments. This means that departments of all sizes benefit from our pricing structure, which ensures taxpayers that their dollars are being spent wisely. From our lower pricing, you can see one simple, but important reality: On Duty Health is focused on First Responder Health, not maximizing profits.

An important principle in our pricing structure, is that no

member should be left behind. That means, for most of our packages, every member is receiving the Ultrasound Screening and Stress Testing *every year*. While there is some research to support age stratification, where members under 40 receive these tests over longer intervals, we have found cancer and life threatening heart conditions in this younger population. Our system provides the most comprehensive option by including these important testing elements for each member every year.

### **Texas Based**

We were founded in, and are based in Texas. We currently serve 44 Fire Departments across Texas, spanning all major regions.

#### **TX References:**

Chief Russel Wilson, Mesquite Fire (DFW) <a href="mailto:rwilson@mesquitefire.org">rwilson@mesquitefire.org</a>

Chief Sean Richardson, Little York Fire (Houston) <a href="mailto:srichardson@hcesd17.org">srichardson@hcesd17.org</a>

Division Chief Walter Ball, Bexar County ESD 2 (San Antonio) walter.Ball@bc2fd.org

#### Reviews:

**©©©©** Truly care about what they do to better the health of firefighters. Very honest and trustworthy with our people and family members. Would definitely recommend them if you are looking for a great company to come out and do your department's health assessments. -Battalion Chief Harry Hewlett, Schertz, TX FD

**cocco** We have been using On Duty Health for a few years now and couldn't be happier. The staff is top notch and very professional and our guys now look forward to doing their physical. If you are looking to do NFPA 1582 physicals, these are your folks. -Chief Sean Richardson. Little York, TX FD

**cocco** On Duty Health has been doing our health assessments for several years. From the administration staff through the onsite medical and fitness team, they have provided us with outstanding care. They are very professional and take their responsibility of assessing the firefighters seriously. -Assistant Chief Greg Chase, Duncanville, TX FD

physicals, our personnel have had nothing but positive things to say about the experience. The consensus, which is hard to get with 180 personnel, is that the thoroughness and quality of their services is far superior to our previous provider. In my position I interact with numerous vendors and On Duty is at the top of my list for the best to work with. From the ownership to the practitioners on site, everyone is professional and responsive to our needs. Communications are clear and timely, with a truly collaborative effort existing between our department and On Duty. I highly recommend On Duty Health to anyone looking into providers for their department's physicals. -Captain Kyle Williford, Richardson, TX FD

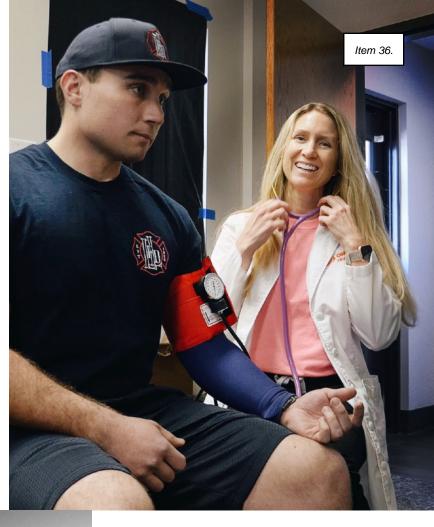


## **Contact**

512.655.3578 info@onduty.health

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

www.onduty.health

















## **STAFF REPORT**



**SUBJECT:** Replacement EMS Equipment

**DEPARTMENT:** Fire Department

**STAFF CONTACT:** Robert Isbell

#### **RECOMMENDATION:**

Consider approval of Purchase of Replacement EMS Equipment

#### **BACKGROUND:**

This request is to replace the Ambulance Cot and Stair Chair with associated mounting hardware on the reserve ambulance. The existing equipment is beyond its useful life expectancy and not consistent with the newest ambulance equipment. This is a budgeted item with the vendor quote listed through Savvik Cooperative Purchasing group.

#### **FISCAL IMPACT SUMMARY:**

The cost of the Ambulance Stretcher and Stair Chair is \$38,129.09. This project was budgeted in the 2023-24 budget.

#### **ALTERNATIVES**

1. Not fund the program

# **stryker**

## Stephenville FD PPRO XT x1 SPRO x2

Quote Number: 10797490

Version:

Prepared For: STEPHENVILLE FIRE DEPT Gary Montana Rep:

> Attn: Email: gary.montana@stryker.com

> > Phone Number: (817) 846-0415

GPO: Savvik Quote Date: 11/02/2023 11/08/2023 **Expiration Date:** Contract Start: 10/09/2023 Contract End: 10/08/2024

#### **Equipment Products:**

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	6252000000	Stair-PRO Model 6252	PCE	2	\$4,223.85	\$8,447.70
1.1	6252009001	Stair-Pro Operations Manual	PCE		\$0.01	\$0.02
1.2	6250001162	In-Service Video (DVD)	PCE		\$0.01	\$0.02
1.3	6252026000	Common Components	PCE		\$0.01	\$0.02
1.4	6250021000	2 Piece ABS Panel Seat	PCE		\$0.01	\$0.02
1.5	6250160000	Polypropelene Restraint Set(Plastic Buckles)	PCE		\$0.01	\$0.02
1.6	6252022000	Main Frame Assy Option	PCE		\$0.01	\$0.02
1.7	6250024000	Standard Length Lower LiftHandles	PCE		\$0.01	\$0.02
1.8	6252028000	No Foot Rest Option	PCE		\$0.01	\$0.02
1.9	6252040000	Removable Head Support	PCE		\$93.09	\$186.18
1.10	6252024000	No IV Clip Option	PCE		\$0.01	\$0.02
2.0	650605550003	Power-PRO XT MTS High: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Knee-Gatch, Dual compatibility, backrest storage pouch, steer-lock	PCE	1	\$27,895.68	\$27,895.68
3.0	6377000000	Floor Mount w/ Dual Plates Cot Fastener	PCE	1	\$670.77	\$670.77
3.1	6377230010	Floor Mount Assy	PCE		\$0.01	\$0.01
3.2	6360020000	Standard Rail Option	PCE		\$428.00	\$428.00
			E	quipmen	t Total:	\$37,628.52

#### **Price Totals:**

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$500.57
Grand Total:	\$38,129.09

# **stryker**

### Stephenville FD PPRO XT x1 SPRO x2

Quote Number: 10797490

Version:

Prepared For: STEPHENVILLE FIRE DEPT Rep: Gary Montana

Attn: Email: gary.montana@stryker.com

Phone Number: (817) 846-0415

GPO: Savvik

Quote Date: 11/02/2023

Expiration Date: 11/08/2023

Contract Start: 10/09/2023

Contract End: 10/08/2024

Prices: In effect for 30 days

Terms: Net 30 Days

#### **Terms and Conditions:**

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at <a href="https://techweb.stryker.com/Terms\_Conditions/index.html">https://techweb.stryker.com/Terms\_Conditions/index.html</a>.







# Competitive Bid Award Detail Sheet: Stretchers and Power Cots Public Award #2021-06

## **Products:**

Patient Transport Devices such as:

- Stretchers
- Power Cots
- Power Loaders

- Stair Chairs
- Service and Parts
- Training and Accessories

## **Bid highlights:**

- 1. Publicly bid through Eagle County Paramedic Services by the Public Safety Association
- 2. Bid is managed and marketed by Savvik Buying Group in conjunction with PSAI and Eagle County
- 3. Bid is awarded following some of the toughest bid laws in the nation.
- 4. No further bidding is necessary, any PSAI or Savvik member may link to this award, public or private agencies included. Piggybacking is encouraged
- 5. Savvik and PSAI have over 15,000 agencies represented nationwide in all 50 states
- 6. Joining Savvik Buying Group is easy and free to do. There are no contract fees to Savvik members
- 7. Discounts range from 2%- to 43% off list price on bid units
- 8. Bid awardees have pricing flexibility on local contracts and bulk purchases
- 9. Bid documents are available on the Savvik website under the supplier web page
- 10. This award is scheduled to conclude on June 30, 2024

## To learn more, contact:

Mickey Schulte

Executive Director at Savvik Buying Group
713-504-7737 | mschulte@savvik.org

Ted Harris, Manager: Strategic and Government Accounts at Stryk 193 615-512-4890 | ted.harris@stryker.com

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Stryker Stretchers and Power Cots Award #2019-05

**RFB** 

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**Competitive Bid Process** 

#### **COVER PAGE**

#### Eagle County Health Service District / Public Safety Association Inc. Request for Bids (RFB)

Eagle County Health Service District a quasi-municipal corporation and political subdivision of the State of Colorado d/b/a Eagle County Paramedic Services (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the Public Safety Association Inc. ("PSAI"), is requesting proposals for Stretchers and Power Cots. The intent of this Request for Bids ("RFB") is that any contract between Principal Procurement Agency and Bidder resulting from this Request For Bid (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through PSAI's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with PSAI (an example of which is included as Exhibit C) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with PSAI as a Participating Public Agency in PSAI's cooperative purchasing program. Registration as a Participating Public Agency by joining PSAI or one of its contracted partners and selecting to support the Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit B. The terms and pricing established in the resulting Master Agreement between the Bidder and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through PSAI. All transactions, purchase orders, etc., will occur directly between the Bidder and each Participating Public Agency individually, and neither PSAI, the Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Bidder for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. The Principal Procurement Agency is taking no part in evaluating bids or selecting the successful Bidder, and is making no representations regarding any of the equipment or services that may be procured by a Participating Public Agency. By participating in this RFB process or submitting a proposal pursuant to the RFB, any bidder, Participating Public Agency and PSAI waive any and all claims against the Principal Procurement Agency.

Request for Bids Number: PSAI RFB 2019-05 Stretchers and Power Cots

Stretchers and Power Cots (the "**Products**") Specifications for:

Contract Term: This contract is targeted to begin on or after July 15, 2019 and will

continue for 36 months upon agreement by both parties (the "Contract

Term"). The Contract Term may be extended by 24 months upon

agreement by both parties (the "Extension Term")

Deadline for Submission of Bids: Friday, June 28, 2019, prior to 11:00 AM CST

Submit Bids To: Public Safety Association Inc.

2800 North 7<sup>th</sup> Street St Cloud, MN 56303

Friday, June 28, 2019, 1:00 PM CST Bid Opening Date and Time:

Bid Opening Location: Public Safety Association Inc.

> 2800 North 7<sup>th</sup> Street St. Cloud, MN 56303

**Bid Surety** \$1,000 (the "Bid Surety")

(Submit with bid)

Contact for Questions: Cindy Sobania, office@publicsafetyassociation.org

PSAI welcomes timely competitive sealed bids for the Products. Late Bids shall not be considered. Bids may be submitted electronically or in hard copy form, as detailed in this RFB.

#### **BIDDER CERTIFICATION**

I agree to the specifications, terms and conditions of this RFB. I acknowledge my authority to submit this bid on behalf of the firm listed below and to bind it to comply with these specifications, terms and conditions if any contract is awarded through this RFB process.

Date:	_ By:
Company Name & Address:	Name:
	Titlo:
	Phone:
	Fax:
	E-mail:

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#### **GENERAL INFORMATION**

#### Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for Stretchers and Power Cots.

Eagle County Paramedic Services intends to use the results of this process to award a contract(s) or issuance of purchase order for the product(s) and or services(s) stated above.

The contract resulting from this RFB will be administered by Public Safety Association Inc., in partnership with Savvik Buying Group.

This Request For Bid (RFB) is issued on behalf of Eagle County Paramedic Services by the Public Safety Association Inc., which is the sole point of contact for the Eagle County Paramedic Services during the procurement process.

Public Safety Association Inc.

Public Safety Association Inc. (herein "PSAI") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

#### **National Sponsors**

PSAI is jointly sponsored and supported by Savvik Buying Group.

#### **Participating Public Agencies**

Today more than 11,600 public agencies belong to the PSAI and its partners contracts and suppliers to procure products and services annually.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Eagle County Paramedic Services, Colorado is acting as "Contracting Agent" for the Participating Public Agencies and shall not be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is included in Exhibit A of this RFB.

#### **Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$2 million dollars annually. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Eagle County Paramedic Services and PSAI are committed to utilizing the Master Agreement. PSAI shall determine if the Master Agreement is of value to their

agency, and will promote the Master Agreement among other public agencies nationwide and internationally.

#### **Marketing Support**

PSAI provides marketing support for each Supplier's products through the following:

EMS Services, Municipalities, Fire Departments, Law Enforcement Schools and Universities, Hospitals, training facilities and other Public Safety services.

Administrative and marketing personnel that directly promote the PSAI to Participating Public Agencies through public agency meetings, email, national publications, annual meetings, Higher Education and State Associations.

#### Marketplace

PSAI will utilize the Savvik Buying Group online Marketplace, which gives Participating Public Agencies the ability to purchase from many PSAI contracts directly from the Savvik website. The Marketplace makes it easier for Participating Public Agencies to access many contracts through a single login and place orders using credit card or purchase order. Suppliers have the ability to add their products to the Marketplace at no cost.

#### **Multiple Awards**

Multiple awards may be issued as a result of the solicitation. Multiple awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

#### **Evaluation of Proposals**

Proposals will be evaluated by PSAI in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

PSAI Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request For Bid and provides the best overall value will be eligible for a contract award. PSAI reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

#### **Scope of the Project**

Eagle County Paramedic Services is seeking proposals from qualified firms to establish a cooperative contract or contracts for Powered Stretchers and Cots on behalf of all public safety services, local governments, school districts, and higher education in the United States of America, and other governmental agencies and nonprofit organizations.

#### **Requirements for System:**

- Device must have capabilities to load and unload up to 700lbs into the ambulance with little or no assistance from EMS personnel.
- Device must conform to AS/NZS -4535 for dynamic crash testing
- Device must conform to BS EN-1789 clauses 4.5.9 for dynamic crash testing
- Device to be compliant to IEC 60601-1-2
- Device to be SAE J3027
- Device must provide a linear guide when loading and unloading the cot
- Device must provide manual back-up in the event of power failure
- Stretcher fastener shall have inductive charging capabilities for stretcher
- Bids should include all cost, including installation by either the manufacturer or any third-party
- Device must be easily removable for efficient cleaning.
- Device must be power washable
- Device must allow for remote actuation from foot end controls.

#### **Included Options**

- In-Service DVD
- Operations Manual
- At least one year parts and labor

#### Additional items to included

- Accessory listing
- Training Price Guide
- Extended Warranty Program
- Service Agreements
- Training

#### **Objectives**

- A. Provide a comprehensive competitively solicited Master Agreement offering products and services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Comply with all federal and state statutes relative to providing quality products and services.

#### **General Definition of Products and/or Services**

- A. Related Products and Solutions Additional related products, services or solutions offered by Supplier.
  - a. Definitions

The following definitions are used throughout the RFB.

- **Eagle County Paramedic Services** means Eagle County Paramedic Services
- Contracting Agent means Eagle County Paramedic Services, Colorado
- **Eagle County Paramedic Services Agency** means Department /Division utilizing the service or product
- Managing Agent means Public Safety Association Inc.
- Proposer/vendor/supplier means a firm submitting a proposal in response to this RFB.
- **Contractor** means proposer awarded the contract.
- Participating Public Agency "PPA" is a public entity that elects to utilize the Master Agreement.
- b. Clarification of the specifications

All inquiries concerning this RFB must be directed to the person indicated on the cover page of the RFB Document. (electronic mail is the preferred method)

Any questions concerning this RFB must be submitted in writing by mail, fax or e-mail on or before the stated date on the Calendar of Events (Attachment 2, Section 7.0) (Also referred to in this section).

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFB document at this point in the RFB process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFB document.

Mailing Address:
Public Safety Association Inc.
c/o Eagle County Paramedic Services
2800 7<sup>th</sup> St. North
St. Cloud, Minnesota, 56303

Proposers are prohibited from communicating directly with any employee of Eagle County Paramedic Services, except as described herein. No Eagle County Paramedic Services employee or representative other than those individuals listed as Eagle County

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Paramedic Services contacts in this RFB is authorized to provide any information or respond to any question or inquiry concerning this RFB. Communications must be with the Managing Agent.

#### c. Addendums and/or Revisions

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, revisions/amendments and/or supplements will be posted on www.publicsafetyassociationinc.org

It shall be the responsibility of the proposers to regularly monitor the PSAI website for any such postings. Proposers must acknowledge the receipt / review of any addendum(s) at the bottom of the RFB Cover Page / Signature Affidavit.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFB and any supplements or revisions thereof.

#### d. Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFB. The actions with specific dates must be completed as indicated unless otherwise changed by the Eagle County Paramedic Services. In the event that the Eagle County Paramedic Services finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFB and posting such supplement on the PSAI web site at www.publicsafetyassociation.org. There may or may not be a formal notification issued for changes in the estimated dates and times.

Event	Date
RFB Release	Thursday, May 16, 2019
Deadline for Submission of Questions	Before noon CST on Tuesday, June 25, 2019
Online Webinar	PSAI RFB 2019-05 Stretchers and Power Cots
Question & Answer Session	Q&A Session
	Thu, May 30, 2019 09:00 AM - 10:00 AM CDT
	Please join my meeting from your computer,
	tablet or smartphone.
	https://global.gotomeeting.com/join/253585333
	You can also dial in using your phone.
	(For supported devices, tap a one-touch number
	below to join instantly.)
	United States: +1 (872) 240-3311
	- One-touch: tel:+18722403311,,253585333#
	Access Code: 253-585-333
	Access Code: 233 303 333
	N
	New to GoToMeeting? Get the app now and be ready when your first meeting starts:
	https://global.gotomeeting.com/install/253585333

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Bid Due Date	Friday, June 28, 2019, prior to 11:00 AM CST
Bid Opening	Friday, June 28, 2019, 1:00 PM CST
Bidder Opening Location	Public Safety Association Inc.
	c/o Eagle County Paramedic Services
	2800 North 7 <sup>th</sup> Street
	St. Cloud, MN 56303
Contract Award	Contract is targeted to begin on, before or after
	July 15, 2019 and will continue for 36 months,
	inclusive with the option to extend up to 24
	months, upon agreement by both parties (the
	"Contract Term").

#### **NOTICE REGARDING NATIONWIDE SALES POTENTIAL**

PSAI is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Colorado, but throughout the country, we strongly urge you to participate in the process at the corporate level.

There is <u>considerable potential sales value</u> because PSAI is being used not only in the State of Colorado, but NATIONWIDE. This means that PSAI contractors will have a <u>special advantage</u> available to them in promoting sales to government agencies throughout the country... the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe an PSAI contract would <u>enhance your competitive position</u> in the government marketplace and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the PSAI staff member listed on the cover of this Invitation for additional information.

#### STANDARD CONTRACT TERMS AND CONDITIONS

#### 1.0 **Basic Agreement.**

- 1.1 The Contract contemplated under this RFB will require the successful Bidder to provide PSAI Members with the Products in accordance with these Contract Terms and Conditions, and the **Special Terms and Conditions** document, attached as Attachment 1. In exchange, upon Contract award, PSAI will agree to offer the Contract to its Members.
- 1.2 Bidder agrees that all Product purchases made by Members under this Contract are **"PSAI Purchases"**, subject only to the limits outlined below in Section 4.
- 1.3 Bids will be accepted and evaluated and resultant contracts awarded in accordance with the terms of this RFB, with particular attention to the **Bid Requirements** document and **Specifications** document, attached as Attachments 2 and 3, respectively, as well as any other attachments to this RFB.
- 2.0 **Contract Term.** The "**Contract Term**" shall be 36 months, beginning upon the execution of the Contract Award by both parties, the "**Contract Award Date**." The Contract Term may be extended for a period of 24 months, the "**Extension Term**", through written agreement of the parties.

#### 3.0 **Contract Pricing.**

3.1 **Most Favored Customer Price.** PSAI encourages Bidders to bid using their best price given to their most favored customer. Bidder is responsible to determine any conditions that affect the cost of delivering the Products; and Bidder expressly acknowledges that the offered prices include these factors.

#### 3.2 **Price Reduction Clause.**

 If during the Contract Term, Bidder sells the same Products to any agency or group of agencies at prices below those offered by Bidder in a *single* unit quantity under this Contract, then Bidder agrees to immediately extend such lower prices to PSAI for future PSAI Purchases in accordance with this Section.

Multiple Unit Sales: Successful bidder may negotiate better pricing with Savvik Buying Group member if member is purchasing 2 or more units in one order without effecting the overall bid price. The order needs to be completed in a 6 month time frame. All units are subject to contract management fee.

- 2. A price reduction shall apply to PSAI Purchases under this Contract if, during the Contract Term, the Bidder—
  - 3.2.2.1 Revises the commercial catalog, pricelist, schedule or other document upon which this Contract was predicated to reduce prices; or
  - 3.2.2.2 Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which this Contract was predicated.
- 3. The Bidder agrees to offer the price reduction to PSAI with the same effective date, and for the same time period, as extended to the other customers.
- 4. The Bidder may offer PSAI a voluntary price reduction at any time during the Contract Term.
- 5. The Bidder shall notify PSAI of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date. Bidder's report must include an explanation of the conditions under which the reductions were made.
- 6. The Contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.
- 7. This Price Reduction Clause does not apply to volume discount pricing detailed elsewhere in this RFB.

#### 3.3 Price Escalation Clause.

- 1. Pricing on the Products shall be held firm for the Contract Term.
- 2. Notwithstanding the limitation in Section 3.3.1, beginning in the thirteenth month of the Contract Term, Bidder may increase the price of the Products once every twelve months if the Bidder can show evidence of corresponding price increases from its manufacturers.
- 3. Written approval from PSAI is required for all increases in Product pricing. Bidder must submit to PSAI its request to increase Product pricing, along with evidence of the manufacturer cost increase, such as a receipt from the manufacturer. PSAI agrees to review and respond to Bidder's request within 30 days after receipt.
- 3.4 **Payment Clause.** Bidder will negotiate payment process and terms directly with PSAI Members.

#### 4.0 **PSAI** Purchases and the Contract Management Fee

- 4.1 Bidder agrees to pay PSAI a Contract Management Fee (as defined in the Special Terms and Conditions) for each PSAI Purchase during the Contract Term. All Product purchases made by Members during the Contract Term are "**PSAI Purchases**", subject only to the limits outlined in this Section 4.
- 4.2 Product purchases made by PSAI Members under existing purchase orders or contracts with Bidder that are in place at the time of Contract Award ("Existing Member Contracts") are excluded from the definition of PSAI Purchases provided that Bidder satisfies the following requirements. Upon notification of Contract Award, Bidder must provide PSAI with a list of Existing Member Contracts that includes the following information: parties to the contract; contract execution and expiration dates; and Products covered by the contract ("Existing Member Contract List"). PSAI will keep the Existing Member Contract List confidential. The Existing Member Contract List will be attached to the executed Contract between Bidder and PSAI. Only Product purchases made during the Contract Term under the Existing Member Contracts on the Existing Member Contract List shall be exempt from the Contract Management Fee.
- 4.3 The "Contract Management Fee" for this Contract is defined in Special Terms and Conditions.
- 4.4 Contract Management Fees for each Purchase Order must be received by PSAI no more than thirty (30) days after Products are "Accepted" by the Member, as defined under Section 8, below. Late management fees will be assessed a 1.5% finance charge per month.

#### 5.0 **Reporting Requirements**

#### 5.1 **Purchase Volume / Sales Reports.**

- Bidder agrees to submit detailed itemized monthly reports using the "Purchase Volume
  / Sales Report Template" provided by PSAI. Sales must be reported during the month
  in which purchase order was accepted. PSAI recognizes that the actual date(s) of delivery
  may be unavailable at that time and requests that delivery dates be reported when they
  are known.
- 2. Purchase Volume / Sales Reports must be generated in Microsoft Excel and submitted via electronic mail to PSAI by the 15<sup>th</sup> day of the month following. For example, if you are reporting for the month of June, your report would be due by the 15<sup>th</sup> of July and would contain any new sales for the month of June. Reports will include, but are not limited to the following:
  - PSAI Member Number
  - Service Name
  - City
  - State
  - Invoice\_Number
  - Invoice\_Date
  - Item Number
  - Item Description
  - Quantity
  - Unit\_Price
  - Ext Price
  - PSAI Contract Management Fee
- 3. Failure to provide the detailed itemized Purchase Volume / Sales Reports may result in a \$50 late charge per day and may also result in termination of this Contract, at the discretion of PSAI.

- 5.2 **Additional Reports.** Bidder agrees to comply with reasonable requests made by PSAI and its Members for additional reports.
- 6.0 **Non-Mandatory Contract.** PSAI does not mandate its members to purchase under this Contract. There are no quantities quaranteed by the Principal Procurement Agency and PSAI or set forth in this RFB.
- 7.0 **Delivery and Logistics.** Details related to the date, time and location of delivery by Bidder for purchases made under this Contract will be determined by Bidder and Member in accordance with the terms outlined in the Special Terms and Conditions.
- 8.0 **Acceptance of Products.** Bidder agrees to provide the Products in accordance with the terms of this Contract and agrees that Members will have the right to reject Products that do not conform to Contract specifications. A Product shall be deemed "Accepted" by a Member after Bidder delivers the Product to the Member and the Member signs the delivery receipt for that Product.
- 9.0 Technical Support. With each PSAI Purchase, Bidder agrees to provide technical service and support during regular business hours Monday to Friday via a toll-free number and email address.
- 10.0 Warranty. Bidder agrees to provide the warranty required under the Special Terms and Conditions for the Contract Term.
- 11.0 **Insurance.** Bidder agrees to maintain insurance required under the Special Terms and Conditions for the Contract Term.

#### 12.0 **Bid Surety**

- 12.1 Bids shall be accompanied by the Bid Surety, as defined in the Special Terms and Conditions. The Bid Surety must come in the form of a certified check, cashier's check or surety bond; made payable to the "Public Safety Association Inc."; and conditioned upon PSAI awarding the Contract to Bidder. In the event Bidder fails to comply with the Contract, the Bid Surety may be forfeited as liquidated damages.
- 12.2 Bid Sureties of unsuccessful bidders will be returned by mail postmarked within five working days after an award is made.
- 13.0 Audit. Bidder agrees to retain all books, records and other documents relative to the Contract (the "Contract Documents") for 5 years after the Contract Term ends, or until audited by PSAI, whichever is sooner. Bidder agrees to grant PSAI and its authorized agents full access and the right to examine the Contract Documents.

#### 14.0 **Conflicts of Interest.**

- 14.1 Bidder covenants that, to the best of its knowledge, no employee, officer or board member of PSAI presently has any financial interest in Bidder.
- 15.0 Contract Administrators and Key Personnel. Bidder shall notify PSAI in writing of any change in the primary contacts for this Contract within seventy-two hours (72) of such change. Primary contacts include but are not limited to: national sales manager, contract administrator, Contract Management Fee contact, reporting contact, and sales representatives.

16.0 **Subcontractors.** PSAI reserves the right to approve all subcontractors retained by Bidder to perform work under this Contract. Bidder agrees to be responsible for all work performed by subcontractors under this Contract. In the event that the Bidder is not the company providing the direct service in any particular state, the Bidder will remain responsible to comply with all the requirements of the Contract.

#### 17.0 **Quality Assurance Program**

- Bidder agrees to use industry-recognized standards and procedures to assure that a satisfactory level of quality control is maintained for the Products.
- 17.2 Bidder represents that it currently has, and warrants that it will maintain for the duration of the Contract Term, an appropriate quality assurance, as demonstrated in its Bid.

#### 18.0 Compliance with Law and Regulation.

- 18.1 Bidder represents that it is currently in compliance, and warrants that it will remain for the duration of the Contract Term in compliance, with all applicable federal, state and local laws, ordinances, codes and regulations applicable to Bidder. Bidder currently has and agrees to maintain all licenses necessary for Bidder to perform its obligations under this Contract.
- 18.2 Bidder understands that many of PSAI's Members are government agencies subject to federal, state and local procurement laws and regulations. Bidder agrees to comply with any procurement and other laws and regulations made applicable to Bidder by virtue of Bidder selling Product to Members under this Contract.

#### 19.0 **Promotion and Publicity**

- **PSAI Website Promotion.** Bidder agrees to provide PSAI with a technical information packet related to the Products via email, and PSAI agrees to post the information to its main and Members-only websites. PSAI will work with Bidder to gather and post the appropriate information. Bidder will be responsible for making any and all necessary changes or alterations to the technical information packets and provide updated packets to PSAI as necessary. The information packet must be approved by PSAI. PSAI may make the Products included in Bidder's bid proposal made available to its Members for purchase at PSAI's online PSAI Store or PSAI Partners Store. Bidder agrees to provide all support and data necessary to make the Products available for purchase at the PSAI Store.
- 19.2 Trade Shows; Signage. If Bidder attends trade shows of any type, in any state where Members are located, Bidder agrees to exhibit the Products and promote PSAI and this Contract. Bidder agrees to cover all expenses for production of signs bearing Bidder's name and logo to be displayed at conferences. The sign may read "Proud Vendor of Public Safety Association Inc.".
- 19.3 **Vendor Website Promotion.** Bidder must post information about this Contract on its website. Posted information must include the PSAI logo and link to the PSAI website. Prior to posting such information, Bidder agrees to allow PSAI an opportunity to review and approve the content.
- 19.4 **Publicity.** Bidder shall not refer to this Contract, PSAI or PSAI Members in any advertising or publicity without first obtaining written permission from PSAI and individual Member concerned.
- 20.0 Sales Calls. Bidder agrees to conduct planned visits to PSAI Members to explain the Contract, communicate the savings, and promote the relationship between PSAI and Bidder.

21.0 **Financial Condition.** Bidder agrees to provide written notification to PSAI of any changes of Bidder's financial condition or corporate standing which may significantly impact the Bidder's ability to fulfill the terms and conditions of the Contract. Notice must be provided within 72 hours of such change.

#### 22.0 **Default**

- 22.1 **Bidder Events of Default.** The occurrence of any of the following events shall be considered an event of default (a "**Bidder Default**") by Bidder under the Contract:
  - (1) Failure to pay the Contract Management Fee;
  - (2) Violation of the Contract Pricing terms in Section 3;
  - (3) Failure to file complete and timely submit sales reports;
  - (4) Provision of Products that do not conform to Contract specifications; and
  - (5) Other acts or omissions by Bidder in violation of the terms of this Contract.
- 22.2 **PSAI Remedies.** Upon the occurrence of a Bidder Default, PSAI has the right to terminate the Contract, subject to the Cure Period detailed below. PSAI also has the right to deem the Bidder "non-responsible" and ineligible to bid on or perform under PSAI contracts for a period of 3 years. PSAI may also pursue all other remedies permitted by the Contract or available by law and equity.
- 22.3 **PSAI Events of Default.** The occurrence of any of the following events shall be considered an event of default (a "**PSAI Default**") by PSAI under the Contract:
  - (1) Failure to offer the Contract to Members; and
  - (2) Other acts or omissions by PSAI in violation of the terms of this Contract.
- 22.4 **Bidder Remedies.** Upon the occurrence of a PSAI Default, Bidder has the right to terminate the Contract, subject to the Cure Period detailed below. Bidder may also pursue all other remedies permitted by the Contract or available by law and equity.
- 22.5 **Cure Period.** Upon the occurrence of an event of default, the non-defaulting party agrees to provide written notice to the defaulting party of the default. The defaulting party then has 30 days after receiving written notice to cure the default (the "Cure Period"). After expiration of the Cure Period, if the defaulting party has not remedied the default, then the non-defaulting party will have the right to exercise the remedies outlined in this Section.
- 23.0 **Termination.** This Contract will terminate upon the earliest of the following dates: (a) expiration of the Contract Term (unless extended), (b) termination following an event of default that remains uncured through the Cure Period in accordance with Section 22, or (c) by either party for convenience with written notice. Upon Contract termination, Bidder remains obligated to pay all Contract Management Fees incurred as of the date of Contract termination.

#### 24.0 **Contract Documents; Order of Precedence**

- 24.1 The Contract shall consist of the following documents (inclusive of attachments and amendments), which are presented in order of precedence: (1) Contract Award; (2) RFB Cover Sheet; (3) Attachment 1 Special Terms and Conditions; (4) Attachment 2 Bid Requirements; (5) Attachment 3 Bidder Worksheet; (5) Attachment 4 Product Specifications and Pricing Worksheet (6) Attachment 5 Designation of Confidential and Proprietary Information (7) Attachment 6 Supplier Worksheet for National Program Consideration (8) Attachment 7 Cost / Financial Proposal (9) Form 1 Core Bid Items Pricing (10) Form 2 Additional Items Bid
- The entire contents of this RFB, the Bidders' response to this RFB, any changes or modifications agreed to in writing by the parties shall be made part of the Contract.

- 24.3 Conflict between the terms of the foregoing documents will be resolved based on the order of precedence.
- 24.4 Any modifications made by Bidder to the terms and conditions in the RFB are expressly rejected unless specifically accepted by PSAI in writing in the Contract Award document.
- 25.0 **Assignment.** This Contract, and Bidder's rights and obligations under this Contract, are not assignable by the Bidder in whole or in part without the prior written consent of PSAI.
- 26.0 **Severability.** If any provision of this Contract is held to be invalid, such invalidity shall not affect other provisions or application to any other part of the Contract which can be given effect without the invalid provision. To this end, the provisions of this Contract are declared to be severable.
- 27.0 **Choice of Law.** This RFB and the resulting Contract are to be governed by the laws of the State of Minnesota.
- 28.0 **Waiver of Liability**. The Principal Procurement Agency is taking no part in evaluating bids or selecting the successful Bidder, and is making no representations regarding any of the equipment or services that may be procured by a Participating Public Agency. By participating in this RFB process or submitting a proposal pursuant to the RFB, any Bidder agrees to waive any and all claims against the Principal Procurement Agency, and incorporate a waiver of all claims against the Principal Procurement Agency into terms of the sale of Product purchases made by PSAI Members.

**Attachment 1 – Special Terms and Conditions** 

**Attachment 2 – Bid Requirements** 

**Attachment 3 – Bidder Worksheet** 

**Attachment 4 – Product Specifications and Pricing Worksheet** 

**Attachment 5 – Designation of Confidential and Proprietary Information** 

**Attachment 6 – Supplier Worksheet for National Program Consideration** 

**Attachment 7 – Cost / Financial Proposal** 

Form 1 – Core Bid Items Pricing

Form 2 – Additional Items Bid

Exhibit A - Public Safety Association Inc. - National Cooperative Contract

Exhibit B – Public Safety Association Inc. – Cooperative Purchasing Agreement

Exhibit C - Public Safety Association Inc. - Principal Procurement Agency Certificate

#### ATTACHMENT 1 – SPECIAL TERMS AND CONDITIONS

PSAI RFB 2019-05 STRETCHERS AND POWER COTS

#### 1.0 Contract Management Fee.

The Contact Management Fee will be three percent (3%) of the value gross sales made under this Contract and calculated based on the gross sales of each calendar month invoiced, regardless of when Bidder receives payment from the Member.

Multiple Unit Sales: Successful bidder may negotiate better pricing with PSAI member if member is purchasing 2 or more units in one order without effecting the overall bid price. The order needs to be completed in a 6 month time frame. All units are subject to contract management fee.

2.0 Bid Surety. The Bid Surety requirement is one thousand dollars (\$1,000.00). Bids must be on the basis of cash payment for work and accompanied by a cash deposit, certified check (on a responsible bank in the State of Minnesota), or a bidder's bond made payable, without conditions, to "Public Safety Association Inc.," in an amount of \$1,000.00. No bid may be withdrawn within 30 days of submission. Bidder selecting to use the electronic bid submittal process, shall copy the bid surety and include the copy in the electronic submittal package, with a note stating it was placed in the mail. Place the bid surety in the mail, to be received by Friday, May 31, 2019, prior to 11:00 AM CST, at mailing address is listed on cover page.

#### 3.0 Insurance.

- 3.1 Unless otherwise stipulated, Bidder/Contractor must have the following insurance and coverage minimums:
  - General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and 3.1.1 a General Aggregate limit of at least two times the Single Occurrence limit.
  - 3.1.2 Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.
  - 3.1.3 Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to PSAI.
  - Insurance coverage shall be in effect for the length of any contract made pursuant to 3.1.4 this Invitation, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- 3.2 Original Insurance Certificates must be furnished to PSAI on request, showing Bidder/Contractor as the insured and showing coverage and limits for the insurances listed
- 3.3 If any Product(s) or Service(s) will be provided by parties other than Bidder/Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by PSAI, a separate insurance certificate must be submitted for each such party.

- 3.4 PSAI reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy
- 4.0 **Delivery and Logistics.** Deliveries shall be made as called for within two (2) business days of the agreed delivery date per the purchase order, unless noted area are outlined in RFB response.
- 5.0 **Return of Products.** 
  - 5.1 Bidder agrees to accept returns and exchanges of all Products without a restocking charge.
  - 5.2 Bidder agrees to be responsible for pickup and deliveries of returns and exchanges.
  - 5.3 Bidder agrees to apply credit to appropriate customer account no later than the next billing period of when returned item(s) was originally billed.

#### **ATTACHMENT 2 – BID REQUIREMENTS**

PSAI RFB 2019-05 STRETCHERS AND POWER COTS

#### 1.0 **General Instructions to Bidders**

- 1.1 **Bids as Offers.** Each Bid submitted in response to this RFB will constitute an offer by Bidder to provide the Products to PSAI Members in accordance with the terms and conditions of this RFB.
- 1.2 **Bidder to Pay Bid Costs.** This RFB does not obligate PSAI to pay any costs that Bidder incurs in the preparation of its Bid or the contract. All costs associated with preparation of a Bid or contract in response to this RFB will be borne solely by the Bidder.
- 1.3 **Use and Ownership of Bids.** All Bids shall become the property of Eagle County Paramedic Services and PSAI and both retain the right to disclose bids to its Members.
- 1.4 **PSAI Right to Change RFB.** Prior to contract award PSAI reserves the right in its sole discretion to amend, supplement, withdraw, or otherwise change this RFB in any manner. PSAI will notify bidders of RFB changes using the method determined by PSAI to be most appropriate.
- 1.5 **Restriction on Communication.** Bidders shall not initiate contact with any Eagle County Paramedic Services or PSAI employee, or Eagle County Paramedic Services or PSAI workgroup member, except as provided herein.
- 1.6 Bidder's Questions & Requests for Clarification. All questions regarding this RFB should be emailed to office@publicsafetyassociation.org. PSAI will provide written responses to Bidder questions.

#### 2.0 **Bid Preparation Instructions**

- 2.1 Include the following information on the outside of the Bid:
  - (1) Bidder Name and Address
  - (2) RFB Title
- 2.2 Complete and sign the **Bidder Certification Form** on the **Cover Sheet**.
- 2.3 Complete and sign the **Bidder Worksheet** on **Attachment 3**.
- 2.4 Complete and sign the **Product Specification and Pricing Sheet** on **Attachment 4**.
- 2.5 Complete Forms 1, 2 and 3.
- 3.0 **Bid Format.** Bids may be submitted by email or in hard copy form.
  - 3.1 **Electronic submission.** All Bids submitted electronically to <a href="https://www.dropbox.com/request/jfP9EwMetpUgooaI5uhb">https://www.dropbox.com/request/jfP9EwMetpUgooaI5uhb</a> or by email must be sent to <a href="https://office@publicsafetyassociation.org">office@publicsafetyassociation.org</a> with the words "BID ENCLOSED" followed by the name and the address of the Bidder and the title of the project. The Bid should be attached to the email in Microsoft Word or Adobe Acrobat format. Bid pricing sheet should be submitted in Excel.
  - 3.2 **Hard copy submissions.** All hard copy Bids must be submitted in sealed envelopes with the name and the address of the Bidder and the title of the project on the exterior of the package, along with the words "BID ENCLOSED". Bid envelopes must contain one hard copy and one electronic copy of the full bid and a copy supplied on electronic media in Microsoft Word or Adobe Acrobat format. A complete listing of bid products must also be included in an Excel or CSV file using the provided PSAI template.
- **Signatures.** Bids that are not signed by the individual making them must be accompanied by a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

- 5.0 **Withdrawal of Bids.** Bids may be withdrawn prior to the Bid due date provided that:
  - 5.1 Bidder provides a written withdrawal request that is physically received in hard copy form or by email by PSAI by the time and date specified for Bid due date, or
  - 5.2 An authorized representative of the Bidder physically retrieves the Bid by providing proof of their identity and signs a receipt for the Bid prior to the time and date specified for the Bid due date.
- 6.0 **Ownership.** Submitted Bids will be the property of PSAI and will not be returned.
- 7.0 **Schedule.** The schedule of events for this RFB is as follows:

Event	Date
RFB Release	Thursday, May 16, 2019
Deadline for Submission of Questions	Before noon CST on Tuesday, June 25, 2019
Online Webinar Question & Answer Session	PSAI RFB 2019-05 Stretchers and Power Cots Q&A Session Thu, May 30, 2019 09:00 AM - 10:00 AM CDT  Please join my meeting from your computer, tablet or smartphone. <a href="https://global.gotomeeting.com/join/253585333">https://global.gotomeeting.com/join/253585333</a>
	You can also dial in using your phone. (For supported devices, tap a one-touch number below to join instantly.)  United States: +1 (872) 240-3311 - One-touch: tel:+18722403311,,253585333#  Access Code: 253-585-333
	New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/253585333
Bid Due Date	Friday, June 28, 2019, prior to 11:00 AM CST
Bid Opening	Friday, June 28, 2019, 1:00 PM CST
Bidder Opening Location	Public Safety Association Inc. c/o Eagle County Paramedic Services 2800 North 7 <sup>th</sup> Street St. Cloud, MN 56303
Contract Award	Contract is targeted to begin on, before or after July 15, 2019 and will continue for 36 months, inclusive with the option to extend up to 24 months, upon agreement by both parties (the "Contract Term").

- 8.0 **Bids as Binding Offers.** Once opened, each Bid is a binding offer that must available for acceptance for 90 days.
- 9.0 **Late Bids.** Late Bids will be deemed unresponsive and will be retuned unopened.
- 10.0 **Rejection of Bids.** PSAI reserves the right to reject any or all Bids and to waive informalities and irregularities in Bids. PSAI will reject as nonresponsive Bids that contain material variances from the specifications detailed herein. PSAI considers a variance to be material if that variance gives a bidder substantial advantage or benefit over other bidders.
- 11.0 **Bid Opening.** Bids will be opened at the date, time and location set forth on the Cover Sheet of this RFB. Bids will be opened in the presence of the PSAI Officers identified on the Cover Sheet.

#### 12.0 Evaluation of Bids

12.1 It is PSAI's policy to award contracts to the lowest responsive, responsible bidder or bidders. PSAI reserves the right to consider all elements in addition to cost in the selections of a Bidder, or Bidders, and is not obligated to select the lowest bidder. While cost is an important factor, Bids will be evaluated for responsiveness and Bidders for their responsibility, pursuant to the following criteria.

#### 12.2 **Responsive Bids**

Description

12.2.1 Bid responsiveness will be determined through evaluation of the following criteria:

Percent

	General requirements (applicable)	40
a.	Products, services and solutions	
b.	Organizational capabilities	
	i. Company	
	ii. Distributor Network Coverage	
	iii. Marketing	
	iv. Quality	
	v. Administration	
	vi. Financial Statements	
	vii. Environmental	
	viii. Additional Information	
C.	Staff qualifications	
	Technical requirements (applicable)	20
₹.	Service	
٥.	Ordering and delivery	
C.	Fill Rates	
d.	Returns	
	Disaster plan	
F.	Recalls	
g.	Reporting	
a.	Cost	40
	TOTAL	100

- 12.2.2 PSAI reserves the right to reject any Bid if the evidence submitted by or an investigation of such Bidder fails to satisfy PSAI that such Bidder is properly qualified to carry out the obligations of the contract and complete the work therein. The competence and responsibility of the Bidder will be considered in making an award.
- 12.2.3 All responses to this RFB should be clear and concise. Bids that are not substantive may be considered unresponsive. Responses of excessive length or containing excessive advertisement are discouraged and may be considered unresponsive. Responses must distinguish between currently available products and those still under development or in the process or becoming a product and service. Bidder is encouraged to make recommendations based on currently deliverable products and services.

#### 13.0 Contract Award

- 13.1 This RFB is not an offer to contract. Only the execution of a written contract award will obligate the PSAI.
- 13.2 PSAI reserves the right to award this Contract to one or more Bidders without prior notification to any other Bidders.
- 13.3 PSAI reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Bidder's response and accepted by PSAI are understood to be included in any contract
- 13.4 PSAI shall award contract(s) for line items or groups of line items, at its sole discretion.

#### **ATTACHMENT 3 - BIDDER WORKSHEET**

PSAI RFB 2019-05 STRETCHERS AND POWER COTS

Provide the following certifications. If you are unable to make the certification as written, please indicate you have an exception in the chart below and provide detailed information about the exception.

	Certification	Initials	Exception?
1	Bidder certifies that it understands the Contract Management Fee provisions of this RFB and agrees to pay the Contract Management Fee in accordance with those terms.		
2	Bidder certifies that, to the best of its knowledge, no employee, officer or board member of PSAI presently has any financial interest in Bidder.		
3	Bidder certifies that neither its organization nor its executives are currently suspended or debarred by the Federal government or any State or local government.		
4	Bidder certifies that Bidder is not currently involved in any material litigation that could hinder Bidder's ability to provide the Products to PSAI in accordance with the terms of this RFB.		
5	Bidder certifies that it has reviewed the terms and conditions of the RFB. Bidder represents that it understands the obligations of Bidder under any Contract that could be awarded as a result of its Bid. Bidder further warrants that, upon Contract Award, Bidder agrees to be bound to the terms of the resulting Contract, including, without limitation, the Standard Contract Terms and Conditions and the Special Terms and Conditions in Attachment 1.		

Provide the following information in your Bid and initial next to each piece of information provided.

Initials	1.	Required Information  Identify and provide detailed contact information (name, address, telephone number, fax number, and email address) for the following:  a. A single point of contact for all general matters pertaining to the Contract b. A single individual responsible for payment of the Contract Management Fee c. A single individual responsible for preparation of reports under the Contract.
	2.	Organizational background, structure and years in business.
	3.	Submit names, qualifications and years with company of sales team.
	4.	Provide a minimum of 4 references with which you have done business in the past 12 months.
	5.	Provide a brief summary highlighting your organization's capacity: a. Commitment to service b. Past experience with PSAI and its Members c. Coverage area d. Service availability e. Customer communications f. Technical ability and competence g. Range of Products available

Please	Historically Underutilized Business  Respondent Certifies that this firm is a HUB  rinclude a copy(s) of your certification.
enterpr purchas	e policy of some entities participating in PSAI to involve minority and women business rises (MWBE) and historically underutilized businesses (HUB) in the se of goods and services. Respondents shall indicate below whether or not they are VBE or HUB certified.  Minority / Women Business Enterprise  Respondent Certifies that this firm is a M/WBE  Yes or No
 20.	Minority and Women Business Enterprise (MWBE) and (HUB) Participation.
 19.	Submit a proper and verifiable Certificate of Insurance in the minimum amount of \$1,000,000 issued by company rated 'A+' as reported in the current edition of Best's Key Rating Guide, published by Alfred M. Best Company, Inc.
 18.	Submit sample Purchase Volume Report.
 17.	Document Bidder quality assurance program, including a document retention plan.
 16.	Submit complete copies of all contracts and order forms Members would be expected to sign when placing orders under this Contract.
 15.	Provide a catalog or listing of your complete line of products that includes PSAI pricing for every item in the catalog.
 14.	Describe any additional services offered by your company.
 13.	Describe your disaster plan to assure service is uninterrupted for any reason.
 12.	Describe your repair services and availability of replacement parts.
 11.	Describe your resources and methodology to provide service to the United States and Canada.
 10.	Describe your emergency service procedure for after normal business hours.
 9.	Describe your procedure for dissemination of new products and equipment and training in use of new products.
 8.	Describe your policies and procedures documenting and resolving customer complaints
 7.	Describe your warehouse and distribution system.
 6.	Demonstrate you have the facilities, personnel and equipment to expeditiously provide the Products and to provide the necessary ongoing support.
	<ul><li>h. Financial strength</li><li>i. Compatible organizational philosophies</li></ul>

#### **BIDDER CERTIFICATION**

I warrant that the foregoing certifications and information provided as part of this  $\operatorname{Bid}$  is accurate and complete to the best of  $\operatorname{my}$  knowledge.

Date:	Ву:
Company Name & Address:	Name:
	Title:
	Phone:
	Fax:
	E-mail:

#### **ATTACHMENT 4 - PRODUCT SPECIFICATIONS & PRICING WORKSHEET**

PSAI RFB 2019-05 STRETCHERS AND POWER COTS

#### **Product Pricing Certifications**

Provide the following certifications. If you are unable to make the certification as written, please indicate you have an exception in the chart below and provide detailed information about the exception.

Certification	Initials	Exception?
Bidder certifies that the product prices included in its bid will be effective on the date of Contract Award.		
2 Bidder certifies that it understands and agrees to the Contract Pricing terms of the Standard Contract Terms and Conditions, including, without limitation the Price Escalation and Price Reduction clauses.		

#### **BIDDER PRICING CERTIFICATION**

I warrant that the product pricing certifications and information provided as part of this Bid is accurate and complete to the best of my knowledge.

Date:	By:
Company Name & Address:	Name:
	Title:
	Phone:
	Fax:
	E-mail:

### ATTACHMENT 5 – DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION SUBMIT WITH RFB

PSAI RFB 2019-05 STRETCHERS AND POWER COTS

	Designation	of Confidential	and Proprietary	/ Information
information Statutes, or such, we as	which qualifies as a is otherwise materia k that certain pages	trade secret, as pro al that can be kept co , as indicated below	vided in article 74 se onfidential under the , of this proposal res	oprietary and confidential ction 7-74-102, Colorado State Colorado Open Records law. As ponse be treated as confidential onal sheets if needed.
Section	Daga Number	Topic		
Section	Page Number	Торіс		
witch quali	fies as trade secre	t.		s proprietary and confidential
	ays become public las confidential.	information when	proposals are open	ed, and therefore cannot be
	nation cannot be kep icle 74 section 7-74			Trade Secret definitions are
	ees to provide lega			challenged, the undersigned nee to defend the Designation
proposal reconsiders of agree to hole	sponse will be open ther markings of cor	to examination or co nfidential in the prop Paramedic Services	opying. The Eagle Co osal document to be s harmless for any da	oformation provided as part of the bunty Paramedic Services insufficient. The undersigned amages arising out of the release
Signature				Title
Name - 14-				Data
Name (tvb	e or print)			Date

### ATTACHMENT 6 – SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION SUBMIT WITH RFB

PSAI RFB 2019-05 STRETCHERS AND POWER COTS

### SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below.

Nam	e (type or print)	Date
Sign	ature	Title
Subr	nitted by:	
l.	Will the Eagle County Paramedic Services offering to Participating Public Agencies? YES NO	program contract be your lead public
H.	Does your company maintain records of you you can and will share with the Managing A progress? YES NO	ur overall Participating Public Agencies' sales that gency to monitor program implementation
G.	Does your company agree to respond to all business days? YES NO	agency referrals from Managing Agency within 2
F.	Will your company assign a dedicated Senithe resulting Eagle County Paramedic Serv YES NO	or Management level Account Manager to support vices program contract?
E.	Does your company have existing capacity electronic, facsimile and internet ordering a YES NO	to provide toll-free telephone and state of the art nd billing?
D.	Did your company have sales greater than YES NO	\$50 million last year in the United States?
C.	Does your company have a national sales f to call on Participating Public Agencies in a YES NO	orce, dealer network or distributor with the ability tleast 40 U.S. states?
В.	Does your company have the ability to provi the contiguous 48 states, and the ability to o YES NO	de service to any Participating Public Agencies in deliver service in Alaska and Hawaii?
A.	State if pricing for all Products/Services offer your organization to Participating Public Age YES NO	ered will be the most competitive pricing offered by encies nationally.

### ATTACHMENT 7 – COST / FINANCIAL PROPOSAL SUBMIT WITH RFB

PSAI RFB 2019-05 STRETCHERS AND POWER COTS

NAME OF FIRM:	

#### **Product Pricing**

Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFB.

#### **BIDDER CERTIFICATIONS**

Bidder, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

#### Non-Collusive Response

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or potential competitor.
- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by Bidder and will not be knowingly disclosed by Bidder prior to the public response opening, either directly or indirectly, to any other Bidder or competitor.
- c. No attempt has been made or will be made by Bidder to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition

Additional Requirements for Stretchers and Power Cots:

#### 1. CONTRACT FEE

Must include contract fee in pricing.

#### 2. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with PSAI.

#### 3. PERFORMANCE UNDER CONTRACT

PSAI is committed to insuring that Contractor provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, Contractor shall:

- a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
- b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from End Users and PSAI in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.

- c. Maintain sufficient qualified staff to promptly process all communications from PSAI or End Users, and to efficiently, effectively and accurately service all requirements of the contract.
- d. As may be requested by PSAI, replace any staff members who are not providing the service and expertise deemed necessary by PSAI for acceptable support of End Users.
- e. Furnish, on request of PSAI, reasonable data, forms and graphic material to be used in brochures or other print media, or on PSAI's website.
- f. Allow access to PSAI authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to Contractor. Purchase Volume / Sales Reports – Reporting Requirements:
  - 1. Bidder agrees to submit detailed itemized monthly reports using the "Purchase Volume / Sales Report Template" provided by PSAI. Sales must be reported during the month in which purchase order was accepted. PSAI recognizes that the actual date(s) of delivery may be unavailable at that time and requests that delivery dates be reported when they are known.
  - 2. Purchase Volume / Sales Reports must be generated in Microsoft Excel and submitted via electronic mail to PSAI by the 15<sup>th</sup> day of the month following. For example, if you are reporting for the month of June, your report would be due by the 15<sup>th</sup> of July and would contain any new sales for the month of June. Reports will include, but are not limited to the following:
    - **PSAI** Member Number
    - Service Name
    - Citv
    - State
    - Invoice\_Number
    - Invoice Date
    - Item Number
    - Item Description
    - Quantity
    - Unit\_Price
    - Ext\_Price
    - **PSAI** Contract Management Fee
  - 3. Failure to provide the detailed itemized Purchase Volume / Sales Reports may result in a \$50 late charge per day and may also result in termination of this Contract, at the discretion of PSAI.
- g. Should Contractor default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

## PRICING, PRODUCT AND SERVICE SPECIFICATIONS, QUALITY AND SERVICE REQUIREMENTS

Eagle County Paramedic Services is seeking proposals from qualified firms to establish a cooperative contract or contracts for Stretchers and Power Cots on behalf of all public safety services, local governments, school districts, and higher education in the United States of America, and other governmental agencies and nonprofit organizations.

#### **Requirements for System:**

- Device must have capabilities to load and unload up to 700lbs into the ambulance with little or no assistance from EMS personnel.
- Device must conform to AS/NZS -4535 for dynamic crash testing
- Device must conform to BS EN-1789 clauses 4.5.9 for dynamic crash testing
- Device to be compliant to IEC 60601-1-2
- Device to be SAE J3027
- Device must provide a linear guide when loading and unloading the cot
- Device must provide manual back-up in the event of power failure
- Stretcher fastener shall have inductive charging capabilities for stretcher
- Bids should include all cost, including installation by either the manufacturer or any third-party
- Device must be easily removable for efficient cleaning.
- Device must be power washable
- Device must allow for remote actuation from foot end controls.

#### **Included Options**

- In-Service DVD
- Operations Manual
- At least one-year parts and labor

#### Additional items to included

- Accessory listing
- Training Price Guide
- Extended Warranty Program
- Service Agreements
- Training

**Liability insurance:** A certificate of insurance evidencing insurance coverage for general liability including contractual liability, written on a comprehensive form with coverage for personal injury and a limit of liability of at least \$1,000,000 for bodily injury, property damage and personal injury.

**Worker's compensation and employer's liability:** A certificate of insurance evidencing statutory coverage for worker's compensation coverage, injury and a limit of liability of \$1,000,000 for employer's liability, or a letter of certification from the industrial commission that the vendor is an authorized self-insurer.

#### With your Proposal, include a statement that your company agrees or exceeds the Insurance requirements.

1.1 PSAI Contract Management Fees: A fee of 3% of the total purchases will be provided to the PSAI Contract Administrator on a monthly basis.

Bidder Name:  MFG Product Code  Replicate this form as needed for additional units  Price  A. Stretchers and Power Cots  A. St	FORM 1 – CC	ORE BID ITEMS PRICING PSAI RFB#2019-04 Stretchers and Power Cots	
Product Code  Replicate this form as needed for additional units  Price			
A. Stretchers and Power Cots	Product		
A. Stretchers and Power Cots			
	A. Stretchers	and Power Cots	

#### **EXHIBIT A – PUBLIC SAFETY ASSOCIATION INC. – NATIONAL COOPERATIVE CONTRACT**

#### 1.0 Scope of National Cooperative Contract

#### 1.1 Requirement

Eagle County Paramedic Services(hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the Public Safety Association Inc. ("PSAI"), is requesting proposals for Stretchers and Power Cots. The intent of this Request For Bid is that any contract between Principal Procurement Agency and Supplier resulting from this Request For Bid (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through PSAI's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with PSAI (an example of which is included as Exhibit C) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with PSAI as a Participating Public Agency in PSAI's cooperative purchasing program. Registration with PSAI as a Participating Public Agency is accomplished by Public Agencies joining PSAI and selecting to support the Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit B. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through PSAI.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither PSAI or its Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on PSAI's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through PSAI.

These requirements are incorporated into and are considered an integral part of this RFB. PSAI reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

#### 1.2 Marketing and Administrative Support

During the term of the Master Agreement PSAI and its Partners intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The PSAI marketing team and its Partners will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support

- C. Trade shows/conferences/meetings
- D. Advertising

The PSAI sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The PSAI contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Public Safety Association Inc. Company Administration Agreement between Supplier and PSAI (the "PSAI Administration Agreement")

#### 1.4 Award Basis

The basis of any contract award resulting from this RFB made by Principal Procurement Agency will be the basis of award on a national level through PSAI. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through PSAI. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and PSAI shall agree.

#### 1.5 Objectives of a Cooperative Program

This RFB is intended to achieve the following objectives regarding availability through PSAI's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market cooperative strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

#### 2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and PSAI designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

#### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is the Supplier's primary "go to market" cooperative strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with PSAI and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFB response that will be responsible for the overall management of the Master Agreement.

#### 2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement. Bidder may offer "local contracts" to offer pricing to members in special situations without affecting the overall master agreement.

Multiple Unit Sales: Successful bidder may negotiate better pricing with PSAI member if member is purchasing 2 or more units in one order without effecting the overall bid price. The order needs to be completed in a 6 month time frame. All units are subject to contract management fee.

#### 2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through PSAI nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to PSAI in accordance with the PSAI Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

#### **EXHIBIT B - PUBLIC SAFETY ASSOCIATION INC. – COOPERATIVE PURCHASING AGREEMENT**

#### MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with Public Safety Association Inc. ("PSAI") and its marketing Partners or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

#### **RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through PSAI and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

- 1. That each party will facilitate the cooperative procurement of Products.
- 2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
- 3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
- 4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
- 5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
- 6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
- 7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
- 8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
- 9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

### EXHIBIT C – PUBLIC SAFETY ASSOCIATION INC. – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

#### PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Eagle County Paramedic Services ("Principal Procurement Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through Public Safety Association Inc. (PSAI). I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity, as Principal Procurement Agency for PSAI, Eagle County Paramedic Services agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Eagle County Paramedic Services
Signature

		List Price	2022 Savvik Contract	
ITEM	DESCRIPTION	Effective 10/1/2022	Price	Discount
81700-000006		\$ 50,159.00		21%
81700-000001	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12- Lead ECG, EtCO2, 2 IP Channels)	\$ 50,101.00	·	21%
99577-001372	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetoc			21%
99577-001937	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead, EtCO2, 2 Invasive Pressure Channels	\$ 47,715.00	·	21%
99577-001373 99577-001588	LIFEPAK 15 Trending, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	\$ 46,912.00	•	21%
99577-001936	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet NIBP, 12-Lead, EtCO2	\$ 45,361.00 \$ 45,361.00	•	21% 21%
81700-000002	Bundle: LIFEPAK 15 w/ ACPA (Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT, Temp)	\$ 45,201.00	•	21%
81700-000004	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT)	\$ 43,652.00		21%
99577-001962	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$ 43,625.00	\$ 34,401.41	21%
99577-001938	LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temperature	\$ 42,817.00	•	21%
99577-001958	LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	\$ 42,817.00	•	21%
99577-001935 99577-001957	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead, EtCO2  LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$ 41,266.00 \$ 41,266.00	•	21% 21%
99577-001963	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth  LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	•		21%
99577-001960	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$ 39,530.00	•	21%
99577-001956	LIFEPAK 15 Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	\$ 38,727.00	\$ 30,540.04	21%
99577-001964	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$ 37,924.00	\$ 29,905.16	21%
99577-001934	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead, EtCO2	\$ 37,176.00	•	21%
99577-001955 99577-001943	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$ 37,176.00	•	21%
	LIFEPAK 15 Trending, Masimo SpO2, EtCO2, 12-Lead ECG, Bluetooth  LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead	\$ 35,199.00 \$ 33,710.00	•	21% 21%
99577-001953	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, Bluetooth	\$ 33,710.00	•	21%
99577-001952	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, EtCO2, Bluetooth	\$ 32,474.00	•	21%
99577-001966	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$ 31,480.00	\$ 24,822.45	21%
	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$ 31,228.00	•	21%
81700-000003	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, NIBP, EtCO2)	\$ 30,829.00	•	21%
99577-001951	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, EtCO2, Bluetooth	\$ 29,121.00	•	21%
	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2 LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, Bluetooth	\$ 28,386.00 \$ 28,386.00		21% 21%
99577-001368	LIFEPAK 15 Trending, Mashito SpO2, NiBF, EtCO2, Bluetooth	\$ 28,009.00		21%
81700-000005	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, EtCO2, BT)	\$ 27,670.00	•	21%
99577-001948	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	\$ 26,768.00	\$ 21,108.16	21%
	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP	\$ 26,649.00	·	21%
99577-001947	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	\$ 26,026.00	·	21%
99577-001944 99577-001946	LIFEPAK 15 Trending, Masimo SpO2, EtCO2, Bluetooth  LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, Bluetooth	\$ 25,284.00 \$ 23,295.00	·	21% 21%
	LIFEPAK 15 Trending, Masimo SpO2, NIBP, Bluetooth	\$ 22,554.00	•	21%
99577-001941	LIFEPAK 15 Nellcor and Masimo SpO2, Bluetooth	\$ 19,706.00	•	21%
81701-000008	Bundle: LIFEPAK 20e (Pacing & Masimo/Legacy Nellcor SpO2) w/ CodeManagement Module(Wireless & EtCO2)	\$ 20,095.00	\$ 15,262.11	24%
81700-000007	Bundle: LIFEPAK 15 w/ ACPA (Standard)	\$ 19,302.00	·	21%
81701-000007	Bundle: LIFEPAK 20e (Pacing and Masimo SpO2) w/ CodeManagement Module (Wireless & EtCO2)	\$ 19,599.00	·	24%
99576-000063	LUCAS 3, 3.1, IN SHIPPING BOX, EN	\$ 18,882.00	·	21%
81701-000006 99577-001930	Bundle: LIFEPAK 20e (Pacing) w/ CodeManagement Module (Wireless & EtCO2)  LIFEPAK 15 Standard	\$ 18,008.00 \$ 16,858.00	·	24% 21%
	LIFEPAK 15 Bluetooth	\$ 16,858.00	·	21%
81701-000004	Bundle: LIFEPAK 20e (Pacing & Masimo/Legacy Nellcor SpO2) w/ CodeManagement Module (Wireless)	\$ 16,358.00	•	24%
81701-000003	Bundle: LIFEPAK 20e (Pacing & Masimo SpO2) w/ CodeManagement Module (Wireless)	\$ 15,867.00	\$ 12,050.50	24%
70507-000081	LIFEPAK 20e Defibrillator/Monitor with Pacing and SpO2 Package (Masimo and Legacy Nellcor enabled))	\$ 14,579.00	·	24%
81701-000002	Bundle: LIFEPAK 20e (Pacing) w/ CodeManagement Module (Wireless)	\$ 14,276.00	·	24%
70507-000091 70507-000080	LIFEPAK 20e Defibrillator/Monitor with Pacing and SpO2 Package (Masimo)  LIFEPAK 20e Defibrillator/Monitor with Pacing Package	\$ 14,089.00 \$ 12,497.00		24% 24%
	LUCAS 3, 3.1, TRAINING UNIT, EN	\$ 11,191.00	•	21%
	LIFEPAK 20e Defibrillator/Monitor	\$ 10,905.00	•	24%
11150-000019	LIFEPAK 20e Debibrillator ModeManagement Module - Wireless & with Capnography	\$ 5,516.00	\$ 4,189.05	24%
11576-000064	LUCAS PCI BACK PLATE	\$ 4,321.00	·	26%
99425-000025	LIFEPAK 1000 ECG Display, Standard Setup w/carry case, battery & electrodes	\$ 3,848.00	-	30%
		\$ 3,271.00		22%
99425-000023	McGRATH MAC EMS Video Laryngoscope (new part number May 2022, replacing 11996-000393)  LIFEPAK 1000 Graphical Display Standard Setup w/carry case, battery & electrodes	\$ 3,271.00 \$ 3,124.00	•	22% 25%
99512-001267	LPCR2 Fully-automatic, WIFI, English-Spanish, Bag	\$ 3,149.00		31%
	LPCR2 Fully-automatic, WIFI, English, Bag	\$ 3,062.00		31%
99512-001268	LPCR2 Fully-automatic, WIFI, English-Spanish, Handle	\$ 3,062.00	\$ 2,106.56	31%
99512-001264	LPCR2 Fully-automatic, WIFI,English, Handle	\$ 2,975.00		31%
11600-000022	CODE-STAT 10 Data Review Seat	\$ 3,154.00		22%
99512-001265 99512-001261	LPCR2 Semi-automatic, WIFI,English-Spanish, Bag  LPCR2 Semi-automatic, WIFI,English, Bag	\$ 2,916.00 \$ 2,829.00		31% 31%
99512-001261	LPCR2 Semi-automatic, WIFI, English-Spanish, Handle	\$ 2,829.00		31%
99512-001434	LPCR2 USB Fully-automatic, English, Handle	\$ 2,794.00		31%
99512-001262	LPCR2 Semi-automatic, WIFI,English, Handle	\$ 2,741.00		31%
	LPCR2 USB Semi-automatic, English, Handle	\$ 2,677.00		31%
11577-000011	Mobile Battery Charger - FOR THE LP15	\$ 2,490.00		26%
11140-000074	DC Power Adapter	\$ 2,444.00		24% 43%
450-STR-US-AV 11577-000004	HeartSine SAM 450P AED Avaition Station Battery Charger - For the LP15	\$ 2,333.00 \$ 2,286.00		43% 26%
360-STR-US-AV	HeartSine SAM 360P AED Aviation, Fully-Automatic	\$ 2,233.00		47%
450-STR-US-10	HeartSine SAM 450P AED	\$ 2,176.00		35%
350-STR-US-AV	HeartSine SAM 350P AED Aviation	\$ 2,111.00	•	47%
	HeartSine SAM 360P AED, Fully-automatic	\$ 2,099.00		47%
	TrueCPR Coaching Device	\$ 2,094.00		20%
360-STR-US-10 80596-000003	•	0.000.00	1 200 21	24%
80596-000003 11140-000098	AC Power Adapter	\$ 2,006.00		
80596-000003 11140-000098 350-STR-US-10	AC Power Adapter HeartSine SAM 350P AED	\$ 1,942.00	\$ 1,015.43	48%
80596-000003 11140-000098 350-STR-US-10 11141-000115	AC Power Adapter HeartSine SAM 350P AED REDI-CHARGE Base	\$ 1,942.00 \$ 1,872.00	\$ 1,015.43 \$ 1,382.44	48% 26%
80596-000003 11140-00098 350-STR-US-10	AC Power Adapter HeartSine SAM 350P AED	\$ 1,942.00	\$ 1,015.43 \$ 1,382.44 \$ 1,349.81	48%

11576-000060	LUCAS 2 Stand-alone Battery Charger	\$	1,440.00	\$	1,064.12	26%
11996-000336	Masimo SET Rainbow Adult Reusable Direct Connect Sensor - 12 foot	\$	1,412.00		1,100.50	22%
11996-000338	Masimo SET Rainbow Pediatric Reusable Direct Connect Sensor - 12 foot	\$ \$	1,412.00		1,100.50	22%
11996-000471 11996-000474	4G Modem: Verizon Cellular non-Kore (customer data plan) 4G Modem: Verizon Cellular Kore (Stryker data plan)	\$ \$	1,405.00 1,405.00		1,121.73 1,121.73	20% 20%
11996-000475	4G Modem: AT&T Cellular Kore (Stryker data plan)	\$	1,405.00		1,121.73	20%
11171-000037	RC-04, Patient Cable, 4 ft., 1/box	\$	263.00	\$	226.47	14%
11171-000031	Masimo SET LNCS Infant Disposable Sensor (box 0f 20)	\$	530.00	\$	412.91	22%
11171-000034	Masimo SET LNOP Sp02 Sensor -Neonatal (<10 KG) Disposable (1 box of 20 sensors)	\$	688.00	\$	536.61	22%
11171-000032 11171-000033	Rainbow DCI-DC8, Adult Reuse Sensor, 8 ft Rainbow DCP-DC9, Pedi Reuse Sensor, 8 ft	\$ \$	1,184.00 1,184.00	\$ \$	923.14 923.14	22% 22%
11210-000038	AED Floor Stand Cabinet with alarm- White	φ \$	1,184.00	-	1,027.74	26%
11996-000166	SmartCapnoLine Plus - Adult/Intermediate patients>44lbs (Cs of 100)	\$	1,365.00		1,064.12	22%
11996-000114	Oxisensor II adult sensor, long cable (24/BX)	\$	1,271.00	\$	991.36	22%
99996-000117	LP1000 Trainer	\$	1,236.00	\$	941.33	24%
11130-000037	LIFEPAK 20E Standard Adult Detachable Hard Paddles	\$	1,189.00	\$	882.22	26%
11996-000311 11130-00061	QUIK-COMBO 12-lead Patient Simulator	\$	1,126.00 1,062.00	\$	832.19 782.17	26% 26%
11996-000335	Standard hard paddles for use w/LIFEPAK 15 Masimo SET Rainbow Adult Reusable Direct Connect Sensor - 3 foot	\$ \$	1,082.00	\$ \$	804.91	20% 22%
11996-000337	Masimo SET Rainbow Pediatric Reusable Direct Connect Sensor - 3 foot	\$	1,032.00	\$	804.91	22%
11996-000117	Oxisensor II neonatal sensor (24/BX)	\$	1,027.00	\$	800.36	22%
11996-000115	Oxisensor II infant sensor (24/BX)	\$	1,009.00	\$	786.72	22%
11996-000365	RED MNC ADAPTER CABLE, 4FT,2641	\$	997.00	\$	736.70	26%
11996-000310	QUIK-COMBO 3-lead Patient Simulator	\$	980.00	\$	723.05	26%
11576-000039 11576-000080	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo) LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	\$ •	881.00 881.00	\$ \$	647.56 647.56	26% 26%
11996-000340	Rainbow R20, Pediatric Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	φ \$	863.00	\$	673.03	20%
11996-000342	Rainbow R20-L, Infant Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	\$	863.00	\$	673.03	22%
11171-000051	DBI-dc8, Adult Soft Reusable Direct Connect SpO2 Sensor, 8 ft., 1/box	\$	851.00	\$	650.29	24%
11171-000053	DIGITBOOTRED DBI-DC8, ADTREUSABLESENSOR, REF 2644	\$	851.00	\$	650.29	24%
11996-000332	Masimo SET Red Adult Reusable Direct Connect Sensor - 12 foot	\$	846.00	\$	659.39	22%
11996-000334	Masimo SET Red Pediatric Reusable Direct Connect Sensor - 12 foot	\$	846.00	\$	659.39	22%
11996-000339	Rainbow R25, Adult Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	\$	834.00	_	650.29	22%
11996-000341 11171-000050	Rainbow R25-L, Adult/Neo Adhesive Sensors (SpO2, SpCO and SpMet), 10/box Rainbow DCIP PED REUSABLE Sensor	\$ e	834.00 822.00	\$ \$	650.29 641.20	22% 22%
11171-000050	KIT, SHIPPING, DEMO, LPCR2, ENGLISH	<b>ቅ</b>	815.00	Ф \$	635.74	22% 22%
11996-000141	DURA-Y Multisite sensor (reusable)	\$ \$	794.00	\$	618.46	22%
11996-000113	Oxisensor II adult sensor (24/BX)	\$	787.00	\$	613.91	22%
11996-000116	Oxisensor II pediatric sensor (24/BX)	\$	782.00	\$	609.37	22%
11996-000285	LUCAS 1 Regulator	\$	782.00	\$	577.53	26%
11996-000449	Wall Cabinet, Rotaid Solid Plus, Heat, with Alarm, White	\$	759.00	\$	500.76	34%
11996-000451	Wall Cabinet, Rotaid Solid Plus, Heat, with Alarm, Red	\$	759.00	\$	500.76	34%
11250-000162	KIT, SHIPPING, TRAINER, LPCR2, ENGLISH	\$	756.00	\$	590.27	22%
11131-000001 11171-000049	Internal paddle handles w/discharge control for use with LIFEPAK 12 or LIFEPAK 20 Rainbow DCI Adt Reusable Sensor, 1/box	\$ •	747.00 747.00	\$ \$	582.08 582.08	22% 22%
11171-000049	LUCAS 1 Carry Bag (Backpack)	Ф \$	729.00	Ф \$	536.61	26%
11220-000084	AED Wall Cabinet with alarm and strobe - surface mount, rolled edges	\$ \$	723.00	\$	532.06	26%
11220-000076	Wall Cabinet, standard, surface mount, SS	\$	694.00	\$	509.32	27%
11996-000183	MNC-1 Adapter Cable - 10 foot	\$	677.00	\$	495.68	27%
11996-000001	FilterLine H Set Infant/Neonatal (box of 25)	\$	653.00	\$	509.32	22%
11996-000198	MNC-1 Adapter Cable - 4 foot	\$	642.00	\$	470.21	27%
11220-000077	Wall Cabinet, standard, semi-recessed, SS	\$	630.00	\$	459.30	27%
11576-000047 11210-000026	LUCAS 2 Disposable Suction Cup (12 pack) AED Wall Cabinet with alarm, fire rated - semi-recessed, rolled edges	\$ <b>e</b>	613.00 589.00	\$ \$	452.93 436.56	26% 26%
11220-000028	Wall Cabinet, small, fully recessed, SS	\$ \$	589.00	\$	436.56	26%
11171-000029	Masimo SET LNCS Neonatal Pt L Disposable Sensor (box of 20)	\$	580.00	\$	452.02	22%
21330-001176	LP15 Lithium-ion Battery 5.7 amp hrs	\$	577.00	\$	426.56	26%
11140-000099	Rechargeable Battery Charger kit, LP1000	\$	565.00	\$	414.30	27%
11171-000043	M-LNCS NeoPt, Neonatal Preterm Adhesive Sensor, 18-inch, 20/box	\$	564.00	\$	439.29	22%
11210-000027	AED Wall Cabinet with alarm, fire rated - recessed, square edges	\$	562.00	\$	415.64	26%
11576-000094 11171-000028	LUCAS Carrying Case, Hard Shell Masimo SET LNCS Neonatal L Disposable Sensor (box of 20)	\$	552.00 530.00	\$ \$	417.46 412.91	24% 22%
11171-00028	SmartCapnoLine Plus Long w/O2 - Adult/Intermediate patients>44lbs (box of 25)	Ф \$	530.00	\$	412.91	22 <i>%</i> 22%
TRN-350-US	HeartSine SAM 350P AED Trainer	\$	526.00	\$	381.99	27%
TRN-360-US	HeartSine SAM 360P AED Trainer	\$	526.00	\$	381.99	27%
TRN-450-US	HeartSine SAM 450P AED Trainer	\$	526.00	\$	381.99	27%
11996-000080	FilterLine H Set Adult/Pediatric (box of 25)	\$	523.00	\$	408.37	22%
11996-000445	Wall Cabinet, Rotaid Solid Plus, with Alarm, White	\$	523.00	\$	345.88	34%
11996-000447	Wall Cabinet, Rotaid Solid Plus, with Alarm, Red	\$	523.00	\$	345.88	34%
11171-000041 11171-000042	M-LNCS Inf, Infant Adhesive Sensor, 18-inch, 20/box M-LNCS Neo, Neonatal/Adult Adhesive Sensor, 18-inch, 20/box	\$ <b>e</b>	514.00 514.00	\$ \$	401.09 401.09	22% 22%
11171-000042	Masimo SET LNCS Patient Cable - 14 foot	\$ \$	511.00	φ \$	398.36	22%
11996-000128	SmartCapnoLine w/O2 delivery - Pediatric patients <44lbs (box of 25)	\$	506.00	\$	394.72	22%
21340-000706	LIFENET PC Gateway	\$	537.00	\$	416.11	23%
11220-000083	AED Wall Cabinet with alarm and strobe -surface mount, rolled edges	\$	502.00	\$	371.99	26%
11996-000325	Masimo SET Red LNCS Patient Cable - 14 foot	\$	495.00	\$	385.63	22%
11996-000328	Masimo SET RED LNOP Patient Cable - 12 foot	\$	495.00	\$	385.63	22%
11110-000088	LUCAS Slim Back Plate OUR COMPO therapy gable for use w/LIFEDAY 12 or LIFEDAY 20	\$	485.00 476.00	<b>ቅ</b> ድ	359.25	26% 26%
11110-000040 11113-000004	QUIK-COMBO therapy cable for use w/LIFEPAK 12 or LIFEPAK 20 QUIK-COMBO therapy cable for use w/LIFEPAK 15	<b>ቓ</b> <b>ው</b>	476.00 476.00	\$ \$	352.89 352.89	26% 26%
21330-000996	ASSY-LP20 DOCKING STATION	Φ <b>\$</b>	468.00	\$	346.52	26%
11220-000093	LIFEPAK WALL BOX, PLASTIC	\$	467.00	\$	363.80	22%
21996-000044	LUCAS Back Plate	\$	465.00	\$	344.70	26%
11111-000020	8ft Trunk cable with AHA limb leads	\$	462.00	\$	341.97	26%
11996-000331	Masimo SET Red Adult Reusable Direct Connect Sensor - 3 foot	\$	460.00	\$	358.34	22%
11996-000333	Masimo SET Red Pediatric Reusable Direct Connect Sensor - 3 foot	\$	460.00	<b>ቻ</b> ድ	358.34	22% 26%
11111-000018 11576-000071	5ft Trunk cable with AHA limb leads Lucas Power Supply	<b>ቓ</b> <b>ው</b>	457.00 456.00	φ \$	338.33 334.70	26% 27%
11996-000278	LUCAS 1 Connector - Chemtron Air	\$ \$	455.00 455.00	Ф \$	336.52	21% 26%
		Ψ	_55.00	<del>-</del>	200.00	20/0

11996-000279	LUCAS 1 Connector - Ohmeda Air	\$	455.00	\$	336.52	26%
11996-000280	LUCAS 1 Connector - Puritan Bennet Air	\$	455.00	\$	336.52	26%
11996-000281	LUCAS 1 Connector - Diss Air	\$	455.00	\$	336.52	26%
11996-000282	LUCAS 1 Connector - Schrader Air	\$	455.00	\$	336.52	26%
11996-000283	LUCAS 1 Connector - Oxequip Air	\$	455.00	\$	336.52	26%
11141-000100 11140-000078	LMnO2 Non-Rechargeable Battery Temperature Adapter Cable- 5ft	\$ \$	453.00 446.00	\$ \$	335.61 336.52	26% 25%
11140-000078	Temperature Adapter Cable- 3ft Temperature Adapter Cable- 10ft	\$ \$	446.00	\$ \$	336.52	25 <i>%</i>
11171-000010	Masimo SET LNOP Sp02 Sensor -Pediatric Reusable	\$	429.00	\$	334.70	22%
11171-000020	Masimo SET LNCS Pediatric Disposable Sensors (box of 20)	\$	429.00	\$	334.70	22%
11576-000038	LUCAS 2 Carrying Bag	\$	422.00	\$	312.87	26%
11260-000023	LIFEPAK 1000 Hard shell, watertight carrying case	\$	421.00	\$	311.96	26%
21996-000061	LUCAS 1 Extention Hose	\$	420.00	\$	311.05	26%
11996-000441	Wall Cabinet, Rotaid Plus, With Alarm, White	\$	419.00	\$	277.40	34%
11996-000443	Wall Cabinet, Rotaid Plus, With Alarm, Red	\$	419.00	\$	277.40	34%
11171-000040	M-LNCS Pdtx, Pediatric Adhesive Sensor, 18-inch, 20/box	\$ •	416.00	\$	324.69	22%
11996-000163 11141-000149	SmartCapnoLine Plus w/O2 delivery - Adult/Intermediate patients>44lbs (box of 25) LIFEPAK NiCd Battery with fuel gauge 1.6amp hrs	<b>Ф</b>	416.00 414.00	\$ \$	324.69 306.50	22% 26%
11141-000149	AED Wall Cabinet with alarm - surface mount, rolled edges	Ф \$	414.00	\$ \$	302.86	26%
11998-000292	Wall Cabinet - Semi-recessed for AED, 3" Trim	\$	400.00	\$	296.50	26%
11171-000052	DIGITBOOT LNCS DB1, ADT REUSABLE SENSOR,REF 2653	\$	399.00	\$	304.68	24%
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches	\$	393.00	\$	291.04	26%
11171-000039	M-LNCS Adtx, Adult Adhesive Sensor, 18-inch, 20/box	\$	392.00	\$	305.59	22%
11171-000017	Masimo SET LNCS Adult Reusable Sensor	\$	379.00	\$	295.59	22%
11171-000019	Masimo SET LNCS Adult Disposable Sensors (box of 20)	\$	378.00	\$	294.68	22%
11996-000120	SmartCapnoLine - Pediatric patients <44lbs (box of 25)	\$	376.00	\$	292.86	22%
11996-000162	SmartCapnoLine Plus - Adult/Intermediate patients >44lbs (box of 25)	\$	376.00	\$	292.86	22%
11996-000164 11140-000080	FilterLine Set Long Adult/Pediatric (box of 25) Extension Cable (5ft 3 in)	\$ •	374.00 373.00	\$ \$	291.95 275.58	22% 26%
11140-000081	Right angle cable (10in) included with ACPA & DCPA	Ψ \$	373.00	\$	275.58	26%
11998-000326	LIFEPAK 15 internal paddles adapter cable	\$	367.00	\$	271.94	26%
11996-000060	Durasensor - Adult finger sensor	\$	365.00	\$	284.67	22%
11141-000112	LIFEPAK 20e Lithium-ion Rechargeable Internal Battery	\$	364.00	\$	269.21	26%
21576-000075	LUCAS Stabilization Strap (4 pack)	\$	363.00	\$	268.30	26%
11996-000369	Monitor to PC USB Cable for connecting LIFEPAK 12 or LIFEPAK 15 to a PC	\$	361.00	\$	267.39	26%
11171-000018	Masimo SET LNCS Pediatric Reusable Sensor	\$	351.00	\$	273.76	22%
11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	\$	351.00	\$	273.76	22%
11171-000047 11996-000082	M-LNCS DCIP, Pediatric Reusable Sensor, 1/box Nasal FilterLine Set Infant/Neonatal (box of 25)	\$ e	351.00 351.00	\$ \$	273.76 273.76	22% 22%
11996-000327	Masimo SET RED LNOP Patient Cable - 8 foot	Ф \$	350.00	\$ \$	272.85	22%
11171-000016	Masimo SET LNCS Patient Cable - 10 foot	Ψ \$	342.00	\$	266.48	22%
11998-000293	Wall Cabinet - Fully-recessed for AED, 1.5" Trim	\$	342.00	\$	252.84	26%
11996-000398	McGRATH X3 Laryngoscope Blades, Box of 10	\$	334.00	\$	260.65	22%
11576-000051	Patient Strap (secures patient's arms to support legs of LUCAS - 3 pack)	\$	332.00	\$	245.57	26%
11110-000066	5-Lead ECG Cable for LIFEPAK 12 or LIFEPAK 20	\$	312.00	\$	230.10	26%
11111-000016	3-Wire ECG Cable	\$	312.00	\$	230.10	26%
11171-000027	Masimo SET LNCS 4' extension (for Nellcor equipped units)	\$	296.00	\$	231.01	22%
11996-000326 11996-000324	Masimo SET RED LNOP Patient Cable - 4 foot Masimo SET Red LNCS Patient Cable - 10 foot	\$ •	294.00 293.00	\$ •	229.19 228.28	22%
11141-000162	CodeManagement Module Lithium Ion Battery	Ф \$	293.00	\$ \$	220.62	22% 24%
11141-000165	Replacement Battery Kit	Ψ \$	292.00	\$	227.38	22%
11171-000082	Masimo RC Patient Cable - EMS 4 ft	\$	292.00	\$	214.00	27%
11996-000061	Oxiband Adult/Neonatal Sensor	\$	277.00	\$	215.55	22%
11996-000062	Oxiband Pediatric/Infant Sensor	\$	277.00	\$	215.55	22%
11260-000045	Carry Case for LIFEPAK 20/20e Defibrillator with Module	\$	268.00	\$	202.94	24%
PAD-PAK-02	US Pediatric-Pak for HeartSine AEDs	\$	257.00	\$	190.09	26%
11140-000052	LIFEPAK 15 REDI-CHARGE Adapter Tray	\$	254.00	\$	187.36	26%
11171-000024 11996-000323	Masimo SET LNCS Patient Cable - 4 foot Masimo SET Red LNCS Patient Cable - 4 foot	\$ •	241.00 240.00	\$ \$	188.27 187.36	22% 22%
PAD-PAK-07	Aviation Pad-Pak for HeartSine AEDs	Ψ \$	235.00	\$	174.62	26%
11101-000017	Electrode Infant/Child reduced energy starter kit	\$	232.00	\$	171.90	26%
PAD-PAK-01	US Adult Pad-Pak for HeartSine AEDs	\$	217.00	\$	160.07	26%
11250-000140	PADS, REPLACEMENT, TRAINER, LPCR2, 5 Sets	\$	216.00	\$	168.26	22%
11131-000010	Internal paddles - 1" size (6.25" shaft length)	\$	203.00	\$	158.25	22%
11131-000011	Internal paddles - 1.5" size (6" shaft length)	\$	203.00	\$	158.25	22%
11131-000012	Internal paddles - 2" size (5.75" shaft length)	\$	203.00	\$ •	158.25	22%
11131-000013 11131-000014	Internal paddles - 2.5" size (5.75" shaft length) Internal paddles - 3.5" size (5" shaft length)	Φ \$	203.00 203.00	\$ \$	158.25 158.25	22% 22%
11131-000014	Internal paddles - 2.5" size (8.5" shaft length)	φ \$	203.00	\$ \$	158.25	22%
11131-000021	Internal paddles - 1.5" size (9" shaft length)	\$	203.00	\$	158.25	22%
11131-000022	Internal paddles - 2" size (8.75" shaft length)	\$	202.00	\$	158.25	22%
11131-000023	Internal paddles - 3.5" size (8" shaft length)	\$	203.00	\$	158.25	22%
11131-000024	Internal paddles - 1.5" size (14.25" shaft length)	\$	203.00	\$	158.25	22%
11260-000018	LP20 Basic Carry Case	\$	197.00	\$	145.52	26%
11996-000414	McGRATH MAC 2 Laryngoscope Blades, Box of 10	\$	191.00	\$	148.94	22%
11996-000415 11996-000416	McGRATH MAC 3 Laryngoscope Blades, Box of 10	<b>\$</b> ው	191.00 191.00	\$ &	148.94 148.94	22% 22%
PAD-CAB-04	McGRATH MAC 4 Laryngoscope Blades, Box of 10 HeartSine Wall Cabinet with Alarm	Φ \$	191.00	Ψ \$	148.94	22% 26%
TRN-ACC-16	SAM 350P AED Trainer Remote Control	\$	190.00	\$ \$	140.06	26%
TRN-ACC-18	SAM 360P AED Trainer Remote Control	\$	190.00	\$	140.06	26%
TRN-ACC-19	SAM 450P AED Trainer Remote Control	\$	190.00	\$	140.06	26%
11996-000374	LP15 bed Connector	\$	186.00	\$	137.33	26%
11111-000022	12 Lead ECG, Precordial Leads (AHA)	\$	184.00	\$	136.43	26%
11996-000360	Temp Sensor, Esophageal-Rectal, 9FR, Disp (box of 20)	\$	182.00	\$	141.88	22%
11250-000145	TRAY, ELECTRODE, TRAINER, LPCR2	\$	181.00	ა ი	140.97	22%
PAD-BAG-02 11110-000029	Backpack for HeartSine AED 3-lead ECG cable for LIFEPAK 12 or LIFEPAK 20	Ф Ф	180.00 175.00	\$ \$	132.79 129.15	26% 26%
11576-000048	LUCAS 2 12V Car Cable	\$	175.00	\$	129.15	26%
11425-000007	BAG ASSEMBLY, NO STRAP, LIFEPAK 1000	\$	173.00	\$	128.24	26%

11576-000046	LUCAS 2 Disposable Suction Cup (3 pack)	\$	172.00	\$	127.33	26%
11210-000001	Wall mount bracket for AED	\$	171.00	\$	110.96	35%
11996-000359		•		-	132.79	
	Temp Sensor, Skin Probe, High Dielectric, Disp (box of 20)	\$	170.00	\$		22%
11101-000021	Replacement Electrode Kit	\$	169.00	\$	131.88	22%
11230-000019	LP20 Configuration Transfer Cable	\$	154.00	\$	113.69	26%
11101-000016	Electrode replacement infant/child reduced energy	\$	144.00	\$	105.50	27%
11576-000053	Back Plate Grip Tape (3 pack)	\$	143.00	\$	104.59	27%
11996-000048	Disposable Adhesive bandage wrap for OXI-A/N (2 bags of 50)	\$	138.00	\$	108.23	22%
11996-000049	Disposable Adhesive bandage wrap for OXI-P/I (2 bags of 50)	\$	138.00	\$	108.23	22%
11576-000036	Patient Strap (each)	\$	132.00	\$	96.41	27%
11576-000050	= · · · · ·	•		•		
	Patient Strap (Secures patient's arms to support legs of LUCAS - 1pr)	\$	128.00	\$	92.77	28%
21330-001365	Test load (for use with QUIK COMBO therapy cable)	\$	89.00	\$	72.37	19%
TRN-ACC-03	HeartSine AED Trainer Electrodes - 25	\$	121.00	\$	68.21	44%
11133-000007	Pediatric paddle, external lea (2 required) multi-language	\$	117.00	\$	86.40	26%
21576-000074	LUCAS Stabilization Strap	\$	113.00	\$	83.67	26%
21300-008146	LIFEPAK 15 NIBP Hose, 12'	¢.	111.00	\$	56.39	49%
		φ		-		
21300-008148	LIFEPAK 15 NIBP Hose, 9' coiled	\$	111.00	\$	56.39	49%
11140-000100	AC/DC POWER CONVERTER, LP1000 BATTERY CHARGER	\$	105.00	\$	77.04	27%
PAD-CAB-02	Wall Bracket for HeartSine AED	\$	104.00	\$	76.40	27%
11260-000039	LIFEPAK 15 Carry case back pouch	\$	101.00	\$	74.58	26%
11260-000047	Carry Case Kit	\$	101.00	\$	79.13	22%
11250-000012	Adult AED QUIK-PAK Training Electrode Set (Box of 5 pair)	\$	100.00	\$	73.67	26%
11996-000375		Φ	98.00	\$	71.85	27%
	Cable DC Input LP15 Battery Charger	Ф				
21300-008147	LIFEPAK 15 NIBP Hose, 9'	\$	97.00	\$	56.39	42%
11140-000015	AC Power Cord	\$	97.00	\$	73.67	24%
11101-000004	AED training electrode set - (5pr), cable & pouch	\$	94.00	\$	68.21	27%
11250-000045	Infant/child AED training electrodes training set	\$	94.00	\$	68.21	27%
11110-000176	DEC-8 Cable Extension: 8'	\$	89.00	\$	65.48	26%
11250-00012	Clip-on Training Electrodes for use with QUIK-COMBO Patient Simulator	\$	89.00	\$	65.48	26%
	-	•		-		
11260-000044	TrueCPR Carry Case	\$	88.00	\$	70.75	20%
11576-000090	Grip Tape (3-pack), LUCAS Slim Back Plate	\$	85.00	\$	61.85	27%
11512-000001	Replacement Lid Kit	\$	84.00	\$	65.48	22%
11110-000042	DEC-4 Cable Extension: 4'	\$	83.00	\$	60.03	28%
11425-000001	Accessory pounch for 3-wire cable and/or other accessories	\$	83.00	\$	60.03	28%
	• •	Φ		Φ Φ	58.21	
11260-000043	LP20 Top Pouch	Þ	80.00	Ф		27%
11171-000054	Reuseable Light Shield, 5 /box	\$	78.00	\$	59.12	24%
11260-000016	QUIK-COMBO Accessory pouch for LP20	\$	76.00	\$	55.48	27%
11171-000055	Disposable Light Shield 10/pack	\$	74.00	\$	56.39	24%
11996-000394	McGRATH 3.6V EMS Battery (Discontinued May 2022, replaced with part # 340-000-000)	\$	72.00	\$	55.85	22%
340-000-000	McGRATH 3.6V EMS Battery (new part number May 2022; replacing 11996-000394)	\$	72.00	\$	55.85	22%
11220-000028	Top Pouch for the LP12/LP15	<b>Q</b>	71.00	\$	51.84	27%
	•	Ф		-		
21300-008054	4-Wire Cable Comb (10- Pack)	\$	70.00	\$	50.93	27%
21300-008055	6-Wire Cable Comb (10- Pack)	\$	70.00	\$	50.93	27%
11140-000101	Power Cord Grounded	\$	70.00	\$	51.36	27%
11577-000019				•		0.07
11311-000019	LP15 Power Attachment Kit	\$	70.00	\$	52.75	25%
		\$ \$		\$ \$		
PAD-BAG-01	Carry Case for HeartSine AED	\$ \$	69.00	\$ \$ &	50.02	28%
PAD-BAG-01 11250-000043	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes	\$ \$	69.00 62.00	\$	50.02 45.48	28% 27%
PAD-BAG-01 11250-000043 TRN-PAK-04	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer	\$ \$ \$	69.00 62.00 62.00	\$ \$ \$	50.02 45.48 45.48	28% 27% 27%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large	\$ \$ \$ \$	69.00 62.00 62.00 60.00	\$	50.02 45.48 45.48 43.66	28% 27% 27% 27%
PAD-BAG-01 11250-000043 TRN-PAK-04	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer	\$ \$ \$ \$	69.00 62.00 62.00	\$ \$ \$	50.02 45.48 45.48	28% 27% 27%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large	\$ \$ \$ \$ \$	69.00 62.00 62.00 60.00	\$ \$ \$ \$	50.02 45.48 45.48 43.66	28% 27% 27% 27%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH	\$ \$ \$ \$ \$ \$	69.00 62.00 62.00 60.00 59.00	\$ \$ \$ \$	50.02 45.48 45.48 43.66 45.48	28% 27% 27% 27% 23%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2	\$ \$ \$ \$ \$ \$ \$ \$ \$	69.00 62.00 62.00 60.00 59.00 59.00	\$ \$ \$ \$ \$ \$ \$	50.02 45.48 45.48 43.66 45.48 42.75 44.57	28% 27% 27% 27% 23% 28% 22%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	69.00 62.00 62.00 60.00 59.00 59.00 57.00 56.00	\$ \$ \$ \$ \$ \$ \$	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93	28% 27% 27% 27% 23% 28% 22%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr)	\$ \$ \$ \$ \$ \$ \$ \$ \$	69.00 62.00 62.00 60.00 59.00 57.00 56.00 55.00	\$ \$ \$ \$ \$ \$ \$	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02	28% 27% 27% 27% 23% 28% 22% 27%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr) LIFEPAK 1000 Replacement Shoulder Strap for carry case	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	69.00 62.00 62.00 60.00 59.00 57.00 56.00 55.00	* * * * * * * * * * * * * * * * * * * *	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02	28% 27% 27% 23% 28% 22% 27% 27% 27%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr) LIFEPAK 1000 Replacement Shoulder Strap for carry case Replacement infant/child AED training electrodes	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	69.00 62.00 62.00 60.00 59.00 57.00 56.00 55.00 53.00	\$ \$ \$ \$ \$ \$ \$	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11	28% 27% 27% 23% 28% 22% 27% 27% 27% 27% 26%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000070	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr) LIFEPAK 1000 Replacement Shoulder Strap for carry case	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	69.00 62.00 62.00 60.00 59.00 57.00 56.00 55.00	* * * * * * * * * * * * * * * * * * * *	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11	28% 27% 27% 23% 28% 22% 27% 27% 27%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042	Carry Case for HeartSine AED  Cable/connector assembly/pouch for infant/child AED training electrodes  Pad-Pak Electrode Cartridge for Trainer  NIBP Cuff-Reusable Adult X large  ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH  Ambu Res-Cue Mask First Responder Kit  USB, BLUETOOTH, TRAINER, LPCR2  Back Plate Grip Tape  AED Trainer new style training electrodes (5 pr)  LIFEPAK 1000 Replacement Shoulder Strap for carry case  Replacement infant/child AED training electrodes	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	69.00 62.00 62.00 60.00 59.00 57.00 56.00 55.00 53.00	* * * * * * * * * * * * * * * * * * * *	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11	28% 27% 27% 23% 28% 22% 27% 27% 27% 27% 26%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000091	Carry Case for HeartSine AED  Cable/connector assembly/pouch for infant/child AED training electrodes  Pad-Pak Electrode Cartridge for Trainer  NIBP Cuff-Reusable Adult X large  ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH  Ambu Res-Cue Mask First Responder Kit  USB, BLUETOOTH, TRAINER, LPCR2  Back Plate Grip Tape  AED Trainer new style training electrodes (5 pr)  LIFEPAK 1000 Replacement Shoulder Strap for carry case  Replacement infant/child AED training electrodes  LUCAS 2 Rubber Bumper  LUCAS 3 Bumpers (Black)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	69.00 62.00 62.00 60.00 59.00 57.00 56.00 55.00 53.00 53.00	***********	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 38.20	28% 27% 27% 23% 28% 22% 27% 27% 27% 27% 26% 26% 28%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000070 11576-000090	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr) LIFEPAK 1000 Replacement Shoulder Strap for carry case Replacement infant/child AED training electrodes LUCAS 2 Rubber Bumper LUCAS 3 Bumpers (Black) Electrode EDGE QUIK-COMBO RTS	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	69.00 62.00 62.00 60.00 59.00 57.00 56.00 55.00 53.00 53.00 53.00	***********	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 38.20 41.84	28% 27% 27% 23% 28% 22% 27% 27% 27% 26% 26% 28% 21%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000070 11576-000091 11996-000093	Carry Case for HeartSine AED  Cable/connector assembly/pouch for infant/child AED training electrodes  Pad-Pak Electrode Cartridge for Trainer  NIBP Cuff-Reusable Adult X large  ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH  Ambu Res-Cue Mask First Responder Kit  USB, BLUETOOTH, TRAINER, LPCR2  Back Plate Grip Tape  AED Trainer new style training electrodes (5 pr)  LIFEPAK 1000 Replacement Shoulder Strap for carry case  Replacement infant/child AED training electrodes  LUCAS 2 Rubber Bumper  LUCAS 3 Bumpers (Black)  Electrode EDGE QUIK-COMBO RTS  Electrode EDGE QUIK-COMBO pediatric RTS	* * * * * * * * * * * * * * * * * * * *	69.00 62.00 62.00 60.00 59.00 57.00 56.00 55.00 53.00 53.00 53.00 53.00	*************	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 38.20 41.84 39.43	28% 27% 27% 23% 28% 22% 27% 27% 27% 26% 26% 28% 21% 26%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000070 11576-000091 11996-000090 11996-000093 TRN-ACC-02	Carry Case for HeartSine AED  Cable/connector assembly/pouch for infant/child AED training electrodes  Pad-Pak Electrode Cartridge for Trainer  NIBP Cuff-Reusable Adult X large  ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH  Ambu Res-Cue Mask First Responder Kit  USB, BLUETOOTH, TRAINER, LPCR2  Back Plate Grip Tape  AED Trainer new style training electrodes (5 pr)  LIFEPAK 1000 Replacement Shoulder Strap for carry case  Replacement infant/child AED training electrodes  LUCAS 2 Rubber Bumper  LUCAS 3 Bumpers (Black)  Electrode EDGE QUIK-COMBO RTS  Electrode EDGE QUIK-COMBO pediatric RTS  HeartSine AED Trainer Electrodes - 10	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	69.00 62.00 62.00 60.00 59.00 57.00 56.00 55.00 53.00 53.00 53.00 53.00 53.00	*************	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 38.20 41.84 39.43 30.01	28% 27% 27% 23% 28% 22% 27% 27% 27% 26% 26% 28% 21% 26% 43%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000070 11576-000091 11996-000090 11996-000093 TRN-ACC-02 11210-000046	Carry Case for HeartSine AED  Cable/connector assembly/pouch for infant/child AED training electrodes  Pad-Pak Electrode Cartridge for Trainer  NIBP Cuff-Reusable Adult X large  ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH  Ambu Res-Cue Mask First Responder Kit  USB, BLUETOOTH, TRAINER, LPCR2  Back Plate Grip Tape  AED Trainer new style training electrodes (5 pr)  LIFEPAK 1000 Replacement Shoulder Strap for carry case  Replacement infant/child AED training electrodes  LUCAS 2 Rubber Bumper  LUCAS 3 Bumpers (Black)  Electrode EDGE QUIK-COMBO RTS  Electrode EDGE QUIK-COMBO pediatric RTS  HeartSine AED Trainer Electrodes - 10  New Wall Bracket - White/Red	* * * * * * * * * * * * * * * * * * * *	69.00 62.00 62.00 60.00 59.00 57.00 56.00 55.00 53.00 53.00 53.00 53.00 53.00 53.00	*************	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 38.20 41.84 39.43 30.01 40.93	28% 27% 27% 23% 28% 28% 22% 27% 27% 26% 26% 28% 21% 26% 43% 21%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000070 11576-000090 11996-000090 11996-000093 TRN-ACC-02 11210-000047	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr) LIFEPAK 1000 Replacement Shoulder Strap for carry case Replacement infant/child AED training electrodes LUCAS 2 Rubber Bumper LUCAS 3 Bumpers (Black) Electrode EDGE QUIK-COMBO RTS Electrode EDGE QUIK-COMBO pediatric RTS HeartSine AED Trainer Electrodes - 10 New Wall Bracket - White/Red New Wall Bracket - Green	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	69.00 62.00 62.00 60.00 59.00 57.00 56.00 55.00 53.00 53.00 53.00 53.00 53.00 53.00 53.00 53.00	*************	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 38.20 41.84 39.43 30.01 40.93 40.93	28% 27% 27% 23% 28% 22% 27% 27% 27% 26% 26% 28% 21% 26% 43% 21%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000070 11576-000091 11996-000090 11996-000093 TRN-ACC-02 11210-000047 11996-000017	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr) LIFEPAK 1000 Replacement Shoulder Strap for carry case Replacement infant/child AED training electrodes LUCAS 2 Rubber Bumper LUCAS 3 Bumpers (Black) Electrode EDGE QUIK-COMBO RTS Electrode EDGE QUIK-COMBO pediatric RTS HeartSine AED Trainer Electrodes - 10 New Wall Bracket - White/Red New Wall Bracket - Green Electrode QUIK-COMBO w/REDI-PAK preconnect	* * * * * * * * * * * * * * * * * * * *	69.00 62.00 62.00 60.00 59.00 57.00 56.00 55.00 53.00 53.00 53.00 53.00 53.00 53.00 53.00 53.00	*************	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 38.20 41.84 39.43 30.01 40.93 40.93 37.67	28% 27% 27% 23% 28% 22% 27% 27% 27% 26% 26% 26% 28% 21% 26% 43% 21% 21% 25%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000070 11576-000090 11996-000090 11996-000093 TRN-ACC-02 11210-000047	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr) LIFEPAK 1000 Replacement Shoulder Strap for carry case Replacement infant/child AED training electrodes LUCAS 2 Rubber Bumper LUCAS 3 Bumpers (Black) Electrode EDGE QUIK-COMBO RTS Electrode EDGE QUIK-COMBO pediatric RTS HeartSine AED Trainer Electrodes - 10 New Wall Bracket - White/Red New Wall Bracket - Green	* * * * * * * * * * * * * * * * * * * *	69.00 62.00 62.00 60.00 59.00 57.00 56.00 55.00 53.00 53.00 53.00 53.00 53.00 53.00 53.00 53.00	*************	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 38.20 41.84 39.43 30.01 40.93 40.93	28% 27% 27% 23% 28% 22% 27% 27% 27% 26% 26% 28% 21% 26% 43% 21%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000070 11576-000091 11996-000090 11996-000093 TRN-ACC-02 11210-000047 11996-000017	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr) LIFEPAK 1000 Replacement Shoulder Strap for carry case Replacement infant/child AED training electrodes LUCAS 2 Rubber Bumper LUCAS 3 Bumpers (Black) Electrode EDGE QUIK-COMBO RTS Electrode EDGE QUIK-COMBO pediatric RTS HeartSine AED Trainer Electrodes - 10 New Wall Bracket - White/Red New Wall Bracket - Green Electrode QUIK-COMBO w/REDI-PAK preconnect	* * * * * * * * * * * * * * * * * * * *	69.00 62.00 62.00 60.00 59.00 57.00 56.00 55.00 53.00 53.00 53.00 53.00 53.00 53.00 53.00 53.00	****************	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 38.20 41.84 39.43 30.01 40.93 40.93 37.67	28% 27% 27% 23% 28% 22% 27% 27% 27% 26% 26% 26% 28% 21% 26% 43% 21% 21% 25%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000070 11576-000090 11996-000090 11996-000093 TRN-ACC-02 11210-000046 11210-000047 11996-000017 11577-000001 PAD-ACC-02	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr) LIFEPAK 1000 Replacement Shoulder Strap for carry case Replacement infant/child AED training electrodes LUCAS 2 Rubber Bumper LUCAS 3 Bumpers (Black) Electrode EDGE QUIK-COMBO RTS Electrode EDGE QUIK-COMBO pediatric RTS HeartSine AED Trainer Electrodes - 10 New Wall Bracket - White/Red New Wall Bracket - Green Electrode QUIK-COMBO w/REDI-PAK preconnect LIFEPAK 15 Shoulder strap USB Data Download Cable - HeartSine	* * * * * * * * * * * * * * * * * * * *	69.00 62.00 62.00 60.00 59.00 59.00 57.00 56.00 53.00 53.00 53.00 53.00 53.00 53.00 53.00 53.00 53.00 53.00 53.00	****************	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 38.20 41.84 39.43 30.01 40.93 40.93 37.67 33.65 33.65	28% 27% 27% 23% 28% 28% 22% 27% 27% 26% 26% 28% 21% 26% 43% 21% 25% 28% 28%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000070 11576-000091 11996-000090 11996-000093 TRN-ACC-02 11210-000047 11996-000017 11577-000001 PAD-ACC-02 11998-000328	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr) LIFEPAK 1000 Replacement Shoulder Strap for carry case Replacement infant/child AED training electrodes LUCAS 2 Rubber Bumper LUCAS 3 Bumpers (Black) Electrode EDGE QUIK-COMBO RTS Electrode EDGE QUIK-COMBO pediatric RTS HeartSine AED Trainer Electrodes - 10 New Wall Bracket - White/Red New Wall Bracket - Green Electrode QUIK-COMBO w/REDI-PAK preconnect LIFEPAK 15 Shoulder strap USB Data Download Cable - HeartSine AED Wall Sign Ilcor w/logo, T-mount, 8x10	* * * * * * * * * * * * * * * * * * * *	69.00 62.00 62.00 60.00 59.00 57.00 56.00 55.00 53.00 53.00 53.00 53.00 53.00 53.00 53.00 53.00 53.00 53.00 53.00	*****************	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 38.20 41.84 39.43 30.01 40.93 40.93 37.67 33.65 33.65 33.65	28% 27% 27% 23% 28% 22% 27% 27% 27% 26% 26% 26% 24% 21% 26% 43% 21% 25% 28% 28% 29%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000070 11576-000090 11996-000090 11996-000093 TRN-ACC-02 11210-000046 11210-000047 11996-000017 11577-000001 PAD-ACC-02 11998-000328 11998-000329	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr) LIFEPAK 1000 Replacement Shoulder Strap for carry case Replacement infant/child AED training electrodes LUCAS 2 Rubber Bumper LUCAS 3 Bumpers (Black) Electrode EDGE QUIK-COMBO RTS Electrode EDGE QUIK-COMBO pediatric RTS HeartSine AED Trainer Electrodes - 10 New Wall Bracket - White/Red New Wall Bracket - Green Electrode QUIK-COMBO w/REDI-PAK preconnect LIFEPAK 15 Shoulder strap USB Data Download Cable - HeartSine AED Wall Sign Ilcor w/logo, T-mount, 8x10 AED Wall Sign Ilcor w/logo, Tent, 7x8	* * * * * * * * * * * * * * * * * * * *	69.00 62.00 62.00 60.00 59.00 57.00 56.00 55.00 53.00 53.00 53.00 53.00 53.00 52.00 52.00 50.00 47.00 46.00	******************	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 38.20 41.84 39.43 30.01 40.93 40.93 37.67 33.65 33.65 32.74 32.74	28% 27% 27% 23% 28% 22% 27% 27% 27% 26% 26% 28% 21% 26% 43% 21% 25% 28% 29%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000070 11576-000090 11996-000090 11996-000093 TRN-ACC-02 11210-000046 11210-000047 11996-000017 11577-000001 PAD-ACC-02 11998-000328 11998-000329 11998-000331	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr) LIFEPAK 1000 Replacement Shoulder Strap for carry case Replacement infant/child AED training electrodes LUCAS 2 Rubber Bumper LUCAS 3 Bumpers (Black) Electrode EDGE QUIK-COMBO RTS Electrode EDGE QUIK-COMBO pediatric RTS HeartSine AED Trainer Electrodes - 10 New Wall Bracket - White/Red New Wall Bracket - Green Electrode QUIK-COMBO w/REDI-PAK preconnect LIFEPAK 15 Shoulder strap USB Data Download Cable - HeartSine AED Wall Sign Ilcor w/logo, T-mount, 8x10 AED Wall Sign Traditional w/logo, T-mount, 8x10	* * * * * * * * * * * * * * * * * * * *	69.00 62.00 62.00 60.00 59.00 57.00 56.00 55.00 53.00 53.00 53.00 53.00 53.00 52.00 52.00 50.00 47.00 46.00 46.00	******************	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 39.11 38.20 41.84 39.43 30.01 40.93 40.93 37.67 33.65 33.65 32.74 32.74 32.74	28% 27% 27% 23% 28% 22% 27% 27% 27% 26% 26% 28% 21% 26% 43% 21% 25% 28% 29% 29%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000070 11576-000090 11996-000090 11996-000093 TRN-ACC-02 11210-000047 11996-000017 11577-000001 PAD-ACC-02 11998-000328 11998-000331 11998-000332	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr) LIFEPAK 1000 Replacement Shoulder Strap for carry case Replacement infant/child AED training electrodes LUCAS 2 Rubber Bumper LUCAS 3 Bumpers (Black) Electrode EDGE QUIK-COMBO RTS Electrode EDGE QUIK-COMBO pediatric RTS HeartSine AED Trainer Electrodes - 10 New Wall Bracket - White/Red New Wall Bracket - Green Electrode QUIK-COMBO w/REDI-PAK preconnect LIFEPAK 15 Shoulder strap USB Data Download Cable - HeartSine AED Wall Sign Ilcor w/logo, T-mount, 8x10 AED Wall Sign Traditional w/logo, T-mount, 8x10 AED Wall Sign Traditional w/logo, Tent, 7x8	* * * * * * * * * * * * * * * * * * * *	69.00 62.00 62.00 60.00 59.00 59.00 57.00 56.00 53.00 53.00 53.00 53.00 53.00 52.00 52.00 52.00 47.00 46.00 46.00 46.00	*******************	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 38.20 41.84 39.43 30.01 40.93 40.93 37.67 33.65 33.65 32.74 32.74 32.74 32.74	28% 27% 27% 23% 28% 22% 27% 27% 26% 26% 26% 21% 26% 43% 21% 25% 28% 29% 29%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000070 11576-000090 11996-000090 11996-000093 TRN-ACC-02 11210-000047 11996-000017 11577-00001 PAD-ACC-02 11998-000328 11998-000328 11998-000331 11998-000332 11998-000333	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr) LIFEPAK 1000 Replacement Shoulder Strap for carry case Replacement infant/child AED training electrodes LUCAS 2 Rubber Bumper LUCAS 3 Bumpers (Black) Electrode EDGE QUIK-COMBO RTS Electrode EDGE QUIK-COMBO pediatric RTS HeartSine AED Trainer Electrodes - 10 New Wall Bracket - White/Red New Wall Bracket - Green Electrode QUIK-COMBO w/REDI-PAK preconnect LIFEPAK 15 Shoulder strap USB Data Download Cable - HeartSine AED Wall Sign Ilcor w/logo, T-mount, 8x10 AED Wall Sign Traditional w/logo, Tenuont, 8x10 AED Wall Sign Traditional w/logo, T-mount, 8x10	**************	69.00 62.00 62.00 60.00 59.00 57.00 56.00 55.00 53.00 53.00 53.00 53.00 53.00 52.00 52.00 50.00 47.00 46.00 46.00 46.00	******************	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 38.20 41.84 39.43 30.01 40.93 40.93 37.67 33.65 33.65 33.74 32.74 32.74 32.74 32.74	28% 27% 27% 23% 28% 22% 27% 27% 27% 26% 26% 26% 24% 21% 25% 21% 25% 28% 29% 29% 29% 29%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000070 11576-000090 11996-000090 11996-000093 TRN-ACC-02 11210-000047 11996-000017 11577-000001 PAD-ACC-02 11998-000328 11998-000331 11998-000332	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr) LIFEPAK 1000 Replacement Shoulder Strap for carry case Replacement infant/child AED training electrodes LUCAS 2 Rubber Bumper LUCAS 3 Bumpers (Black) Electrode EDGE QUIK-COMBO RTS Electrode EDGE QUIK-COMBO pediatric RTS HeartSine AED Trainer Electrodes - 10 New Wall Bracket - White/Red New Wall Bracket - Green Electrode QUIK-COMBO w/REDI-PAK preconnect LIFEPAK 15 Shoulder strap USB Data Download Cable - HeartSine AED Wall Sign Ilcor w/logo, T-mount, 8x10 AED Wall Sign Traditional w/logo, T-mount, 8x10 AED Wall Sign Traditional w/logo, Tent, 7x8	**************	69.00 62.00 62.00 60.00 59.00 59.00 57.00 56.00 53.00 53.00 53.00 53.00 53.00 52.00 52.00 52.00 47.00 46.00 46.00 46.00	*******************	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 38.20 41.84 39.43 30.01 40.93 40.93 37.67 33.65 33.65 32.74 32.74 32.74 32.74	28% 27% 27% 23% 28% 22% 27% 27% 26% 26% 26% 21% 26% 43% 21% 25% 28% 29% 29%
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000070 11576-000090 11996-000090 11996-000093 TRN-ACC-02 11210-000047 11996-000017 11577-00001 PAD-ACC-02 11998-000328 11998-000328 11998-000331 11998-000332 11998-000333	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr) LIFEPAK 1000 Replacement Shoulder Strap for carry case Replacement infant/child AED training electrodes LUCAS 2 Rubber Bumper LUCAS 3 Bumpers (Black) Electrode EDGE QUIK-COMBO RTS Electrode EDGE QUIK-COMBO pediatric RTS HeartSine AED Trainer Electrodes - 10 New Wall Bracket - White/Red New Wall Bracket - Green Electrode QUIK-COMBO w/REDI-PAK preconnect LIFEPAK 15 Shoulder strap USB Data Download Cable - HeartSine AED Wall Sign Ilcor w/logo, T-mount, 8x10 AED Wall Sign Traditional w/logo, Tenuont, 8x10 AED Wall Sign Traditional w/logo, T-mount, 8x10	***************	69.00 62.00 62.00 60.00 59.00 57.00 56.00 55.00 53.00 53.00 53.00 53.00 53.00 52.00 52.00 50.00 47.00 46.00 46.00 46.00	*********************	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 38.20 41.84 39.43 30.01 40.93 40.93 37.67 33.65 33.65 33.74 32.74 32.74 32.74 32.74	28% 27% 27% 23% 28% 22% 27% 27% 27% 26% 26% 26% 24% 21% 25% 21% 25% 28% 29% 29% 29% 29%
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PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000070 11576-000091 11996-000090 11996-000093 TRN-ACC-02 11210-000046 11210-000047 11996-000017 11577-00001 PAD-ACC-02 11998-000328 11998-000328 11998-000331 11998-000332 11998-000333 21330-001357 11996-000091 11101-000066 111101-000006	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr) LIFEPAK 1000 Replacement Shoulder Strap for carry case Replacement infant/child AED training electrodes LUCAS 2 Rubber Bumper LUCAS 3 Bumpers (Black) Electrode EDGE QUIK-COMBO RTS Electrode EDGE QUIK-COMBO pediatric RTS HeartSine AED Trainer Electrodes - 10 New Wall Bracket - White/Red New Wall Bracket - White/Red New Wall Bracket - Green Electrode QUIK-COMBO w.REDI-PAK preconnect LIFEPAK 15 Shoulder strap USB Data Download Cable - HeartSine AED Wall Sign Ilcor w/logo, T-mount, 8x10 AED Wall Sign Traditional w/logo, T-mount, 8x10 AED Wall Sign Traditional w/logo, T-mount, 8x10 LIFEPAK 15 In-service Video - DVD format Electrode EDGE QUIK-COMBO Adult Cable/connector assembly/pouch for Adult AED training electrodes NIBP Cuff-Reusable, Lg Adult	* * * * * * * * * * * * * * * * * * * *	69.00 62.00 62.00 60.00 59.00 59.00 57.00 56.00 55.00 53.00 53.00 53.00 53.00 53.00 52.00 52.00 50.00 47.00 46.00 46.00 46.00 46.00 46.00 46.00 45.00 30.00	*********************	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 38.20 41.84 39.43 30.01 40.93 40.93 37.67 33.65 33.65 32.74 32.78	28% 27% 27% 23% 28% 22% 27% 27% 26% 26% 26% 24% 21% 26% 21% 25% 28% 29% 29% 29% 29% 29% 29% 29% 29% 29% 29
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PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000090 11996-000090 11996-000090 11996-000093 TRN-ACC-02 11210-000047 11996-000017 11577-00001 PAD-ACC-02 11998-000328 11998-000328 11998-000331 11998-000332 11998-000331 11998-000331 11998-000091 11101-00006 11160-000017 TRN-ACC-14 11101-00006 11160-000017 TRN-ACC-14 11101-00006 11160-000015 11576-000089 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327	Carly Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr) LIFEPAK 1000 Replacement Shoulder Strap for carry case Replacement infant/child AED training electrodes LUCAS 2 Rubber Bumper LUCAS 3 Bumpers (Black) Electrode EDGE QUIK-COMBO RTS Electrode EDGE QUIK-COMBO pediatric RTS HeartSine AED Trainer Electrodes - 10 New Wall Bracket - White/Red New Wall Bracket - White/Red New Wall Bracket - Green Electrode QUIK-COMBO w/REDI-PAK preconnect LIFEPAK 15 Shoulder strap USB Data Download Cable - HeartSine AED Wall Sign Ilcor w/logo, T-mount, 8x10 AED Wall Sign Traditional w/logo, Tent, 7x8 AED Wall Sign Traditional w/logo, T-mount, 8x10 AED Wall Sign Traditional w/logo, T-mount, 8x10 LIFEPAK 15 In-service Video - DVD format Electrode EDGE QUIK-COMBO Adult Cable/connector assembly/pouch for Adult AED training electrodes NIBP Cuff-Reusable, Lg Adult HeartSine Trainer battery charger Defibrillation/ECG training electrodes NIBP Cuff-Reusable, Adult Grip Tape, LUCAS Slim Back Plate AED Wall Sign Traditional w/logo, Flat, 8x10 QUIK-COMBO Test Plug for testing QC Cable USB, REPROGRAMMING, TRAINER, LPCR2, CR2T-1.0S NIBP Cuff-Reusable, Child	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	69.00 62.00 62.00 62.00 60.00 59.00 59.00 57.00 56.00 53.00 53.00 53.00 53.00 53.00 53.00 52.00 52.00 52.00 47.00 46.00 46.00 46.00 46.00 46.00 46.00 46.00 30.00 37.00 37.00 37.00 33.00 33.00 32.00 31.00	·	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 38.20 41.84 39.43 30.01 40.93 40.93 37.67 33.65 32.74 32.75 23.65 23.65 22.74 24.56 21.83	28% 27% 27% 23% 28% 22% 27% 27% 26% 26% 26% 28% 21% 21% 25% 28% 29% 29% 29% 29% 29% 29% 29% 29% 29% 29
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000090 11996-000090 11996-000090 11996-000093 TRN-ACC-02 11210-000046 11210-000047 11996-000017 11577-00001 PAD-ACC-02 11998-000328 11998-000328 11998-000329 11998-000331 11998-000332 11998-000332 11998-000331 11998-000331 11998-000331 11998-000332 11998-000331 11998-000331 11998-000331 11998-000332 11998-000331 11998-000331 11998-000332 11998-000333 11101-000006 11160-000017 TRN-ACC-14 11101-000006 11160-000015 11576-000089 11998-000327 11998-000327 11998-000330 11113-000002 11250-000142 11160-000013	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr) LIFEPAK 1000 Replacement Shoulder Strap for carry case Replacement infant/child AED training electrodes LUCAS 2 Rubber Bumper LUCAS 3 Bumpers (Black) LICAS 3 Bumpers (Black) Lectrode EDGE QUIK-COMBO RTS Electrode EDGE QUIK-COMBO pediatric RTS HeartSine AED Trainer Electrodes - 10 New Wall Bracket - White/Red New Wall Sign Ilcor w/logo, T-mount, 8x10 AED Wall Sign Ilcor w/logo, Tent, 7x8 AED Wall Sign Ilcor w/logo, Tent, 7x8 AED Wall Sign Traditional w/logo, T-mount, 8x10 AED Wall Sign Traditional w/logo, T-mount, 8x10 AED Wall Sign Traditional w/logo, T-mount, 8x10 LIFEPAK 18 In-service Video - DVD format Electrode EDGE QUIK-COMBO Adult Cable/connector assembly/pouch for Adult AED training electrodes NIBP Cuff-Reusable, Lg Adult HeartSine Trainer battery charger Defibrillation/ECG training electrodes NIBP Cuff-Reusable, Adult Grip Tape, LUCAS Slim Back Plate AED Wall Sign Ilcor w/logo, Plat,8x10 AED Wall Sign Ilcor w/logo, Flat,8x10 AED Wall Si	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	69.00 62.00 62.00 62.00 60.00 59.00 59.00 57.00 56.00 55.00 53.00 53.00 53.00 53.00 53.00 52.00 52.00 52.00 47.00 46.00 46.00 46.00 46.00 46.00 46.00 46.00 46.00 30.00 37.00 37.00 37.00 37.00 33.00 32.00 32.00 31.00 29.00	·	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 38.20 41.84 39.43 30.01 40.93 40.93 40.93 37.67 33.65 32.74	28% 27% 27% 23% 28% 22% 27% 27% 26% 26% 28% 21% 26% 43% 21% 25% 28% 29% 29% 29% 29% 29% 29% 29% 29% 29% 29
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000090 11996-000090 11996-000090 11996-000093 TRN-ACC-02 11210-000047 11996-000017 11577-000001 PAD-ACC-02 11998-000328 11998-000328 11998-000331 11998-000332 11998-000332 11998-000332 11998-000331 11998-000331 11998-000331 11998-000332 11998-000331 11998-000331 11998-000331 11998-000331 11998-000331 11998-000331 11998-000331 11998-000331 11101-000006 11160-000017 TRN-ACC-14 11101-00006 11160-000017 11576-000089 11998-000327 11998-000327 11998-000330 11113-000002 11250-000142 11160-000013 11250-000144 11250-000178 11512-000002	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr) LIFEPAK 1000 Replacement Shoulder Strap for carry case Replacement infant/child AED training electrodes LUCAS 2 Rubber Bumper LUCAS 3 Bumpers (Black) Electrode EDGE QUIK-COMBO RTS Electrode EDGE QUIK-COMBO RTS Electrode EDGE QUIK-COMBO Pediatric RTS HeartSine AED Trainer Electrodes - 10 New Wall Bracket - White/Red New Wall Bracket - Green LIFEPAK 15 Shoulder strap USB Data Download Cable - HeartSine AED Wall Sign Ilcor w/logo, Tent, 7x8 AED Wall Sign Ilcor w/logo, Tent, 7x8 AED Wall Sign Traditional w/logo, Tent, 7x8 AED Wall Sign Traditional w/logo, T-mount, 8x10 LIFEPAK 15 In-service Video - DVD format Electrode EDGE QUIK-COMBO Adult Cable/connector assembly/pouch for Adult AED training electrodes NIBP Cuff-Reusable, Lg Adult Grip Tape, LUCAS Slim Back Plate AED Wall Sign Traditional w/logo, Flat, 8x10 AED Wall Sign Tradi	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	69.00 62.00 62.00 62.00 60.00 59.00 59.00 57.00 56.00 55.00 53.00 53.00 53.00 53.00 53.00 52.00 52.00 52.00 47.00 46.00 46.00 46.00 46.00 46.00 46.00 46.00 46.00 30.00 30.00 37.00	·	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 38.20 41.84 39.43 30.01 40.93 40.93 37.67 33.65 32.74 22.74 24.56 21.83 22.74 22.74 22.74 22.74	28% 27% 27% 23% 28% 22% 27% 27% 26% 26% 26% 21% 26% 43% 21% 25% 28% 29% 29% 29% 29% 29% 29% 29% 29% 29% 29
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000090 11996-000090 11996-000090 11996-000093 TRN-ACC-02 11210-000046 11210-000047 11996-000017 11577-00001 PAD-ACC-02 11998-000328 11998-000328 11998-000329 11998-000331 11998-000332 11998-000332 11998-000331 11998-000331 11998-000331 11998-000329 11998-000331 11998-000331 11998-000332 11998-000331 11998-000331 11998-000331 11101-000006 11160-000017 TRN-ACC-14 11101-00006 11160-000017 11576-000089 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-000327 11998-0000142 11160-000013	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr) LifePAK 1000 Replacement Shoulder Strap for carry case Replacement infant/child AED training electrodes LUCAS 2 Rubber Bumper LUCAS 3 Bumpers (Black) Electrode EDGE QUIK-COMBO RTS Electrode EDGE QUIK-COMBO Pediatric RTS HeartSine AED Trainer Electrodes - 10 New Wall Bracket - White/Red New Wall Bracket - White/Red New Wall Bracket - Green Electrode QUIK-COMBO w.REDI-PAK preconnect LifePAK 16 Shoulder strap USB Data Download Cable - HeartSine AED Wall Sign Ilcor w/logo, T-mount, 8x10 AED Wall Sign Traditional w/logo, T-mount, 8x10 AED Wall Sign Traditional w/logo, T-mount, 8x10 AED Wall Sign Traditional w/logo, T-mount, 8x10 LIFEPAK 16 In-service Video - DVD format Electrode EDGE QUIK-COMBO Adult Cable/connector assembly/pouch for Adult AED training electrodes NIBP Cuff-Reusable, Lg Adult HeartSine Trainer battery charger Defibrillation/ECG training electrodes NIBP Cuff-Reusable, Adult Grip Tape, LUCAS Sim Back Plate AED Wall Sign Trownow, Trainer battery charger Defibrillation/ECG training electrodes NIBP Cuff-Reusable, Adult Grip Tape, LUCAS Sim Back Plate AED Wall Sign Traditional w/logo, Flat, 8x10 AED Wall Sign Traditional w/logo, Flat, 8x10 AED Wall Sign Traditional w/logo, Flat, 8x10 AED Wall Sign Traner battery charger Defibrillation/ECG training electrodes NIBP Cuff-Reusable, Adult Grip Tape, LUCAS Sim Back Plate AED Wall Sign Traditional w/logo, Flat, 8x10 AED Wall Sign Traditional w/logo,	· \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	69.00 62.00 62.00 62.00 60.00 59.00 59.00 57.00 56.00 55.00 53.00 53.00 53.00 53.00 53.00 52.00 52.00 52.00 47.00 46.00 46.00 46.00 46.00 46.00 46.00 46.00 46.00 30.00 37.00	·	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 38.20 41.84 39.43 30.01 40.93 40.93 37.67 33.65 33.65 32.74	28% 27% 27% 23% 28% 22% 27% 27% 26% 26% 28% 21% 26% 43% 21% 25% 28% 29% 29% 29% 29% 29% 29% 29% 29% 29% 29
PAD-BAG-01 11250-000043 TRN-PAK-04 11160-000019 11260-000048 11998-000321 11250-000141 11576-000052 11101-000003 11425-000012 11250-000042 11576-000090 11996-000090 11996-000090 11996-000093 TRN-ACC-02 11210-000047 11996-000017 11577-000001 PAD-ACC-02 11998-000328 11998-000328 11998-000331 11998-000332 11998-000332 11998-000332 11998-000331 11998-000331 11998-000331 11998-000332 11998-000331 11998-000331 11998-000331 11998-000331 11998-000331 11998-000331 11998-000331 11998-000331 11101-000006 11160-000017 TRN-ACC-14 11101-00006 11160-000017 11576-000089 11998-000327 11998-000327 11998-000330 11113-000002 11250-000142 11160-000013 11250-000144 11250-000178 11512-000002	Carry Case for HeartSine AED Cable/connector assembly/pouch for infant/child AED training electrodes Pad-Pak Electrode Cartridge for Trainer NIBP Cuff-Reusable Adult X large ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH Ambu Res-Cue Mask First Responder Kit USB, BLUETOOTH, TRAINER, LPCR2 Back Plate Grip Tape AED Trainer new style training electrodes (5 pr) LIFEPAK 1000 Replacement Shoulder Strap for carry case Replacement infant/child AED training electrodes LUCAS 2 Rubber Bumper LUCAS 3 Bumpers (Black) Electrode EDGE QUIK-COMBO RTS Electrode EDGE QUIK-COMBO RTS Electrode EDGE QUIK-COMBO Pediatric RTS HeartSine AED Trainer Electrodes - 10 New Wall Bracket - White/Red New Wall Bracket - Green LIFEPAK 15 Shoulder strap USB Data Download Cable - HeartSine AED Wall Sign Ilcor w/logo, Tent, 7x8 AED Wall Sign Ilcor w/logo, Tent, 7x8 AED Wall Sign Traditional w/logo, Tent, 7x8 AED Wall Sign Traditional w/logo, T-mount, 8x10 LIFEPAK 15 In-service Video - DVD format Electrode EDGE QUIK-COMBO Adult Cable/connector assembly/pouch for Adult AED training electrodes NIBP Cuff-Reusable, Lg Adult Grip Tape, LUCAS Slim Back Plate AED Wall Sign Traditional w/logo, Flat, 8x10 AED Wall Sign Tradi	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	69.00 62.00 62.00 62.00 60.00 59.00 59.00 57.00 56.00 55.00 53.00 53.00 53.00 53.00 53.00 52.00 52.00 52.00 47.00 46.00 46.00 46.00 46.00 46.00 46.00 46.00 46.00 30.00 30.00 37.00	·	50.02 45.48 45.48 43.66 45.48 42.75 44.57 40.93 40.02 40.02 39.11 39.11 38.20 41.84 39.43 30.01 40.93 40.93 37.67 33.65 32.74 22.74 24.56 21.83 22.74 22.74 22.74 22.74	28% 27% 27% 23% 28% 22% 27% 27% 26% 26% 26% 21% 26% 43% 21% 25% 28% 29% 29% 29% 29% 29% 29% 29% 29% 29% 29

11240-000031	ECG printer paper, 50mm x 30m 3rolls/bx (1-49)	\$	26.00	\$	18.19	30%
11250-000139	ASSY, TRAY COVER WITH HANDLE, TRAINER, LPCR2	\$	26.00	\$	20.01	23%
21250-000004	ASSY, LID, LOCALIZED, TRAINER, LPCR2, ENGLISH	\$	26.00	-	20.01	23%
11141-000166	BATTERY, D-CELL, TRAINER, LPCR2, Pack of 4	\$	24.00	\$	19.10	20%
11160-000020	NIBP Cuff-Disposable X-tra Large Adult	\$	19.62	-	13.64	30%
21250-000003	DOOR, BATTERY, 3 PACK, TRAINER, LPCR2	\$	19.62	-	15.46	21%
21300-008143	CABLE, USB2.0 A MALE TO MICRO-B, L 5.5FT	\$	17.44		13.64	22%
11160-000016	NIBP Cuff-Disposable Adult	\$	15.26	\$	10.00	34%
11160-000018	NIBP Cuff-Disposable Large Adult	\$	15.26	\$	10.00	34%
11160-000014	NIBP Cuff-Disposable Child	\$	14.17	-	9.10	36%
11160-000011	NIBP Cuff-Disposable Infant	Ψ <b>¢</b>	13.08		8.19	37%
26500-002040	-	φ	10.90		6.37	42%
	Quik reference Instruction Card for AED and CPR instruction	Þ.				
26500-003645	TAG,LOCAL EMERGENCY CONTACT NUMBER,911,MULTI	\$	5.45	\$	4.55	17%
78000001	LP15 On Site Prevent	\$	1,637.00	\$	1,391.45	15%
78000002	LP15 Ship In Prevent	\$	1,269.00		1,078.65	15%
78000003	LP15 On Site Protect	\$	1,287.00	\$	1,093.95	15%
78000004	LP15 Ship In Protect	\$	994.00	\$	844.90	15%
78000005	LP15 On Site PM	\$	518.00	\$	440.30	15%
78000006	LP15 Ship In PM	\$	420.00	\$	357.00	15%
78000007	LP15 OnSite PM Ship In Protect	\$	1,385.00	\$	1,177.25	15%
78000008	LP15 On Site Prevent w batt	\$	2,099.00	\$	1,784.15	15%
78000009	LP15 Ship In Prevent w batt	\$	1,637.00	\$	1,391.45	15%
78000010	LP15OnSiteProtect w batt	\$	1,749.00	\$	1,486.65	15%
78000011	LP15 Ship In Protect w batt	\$	1,455.00	\$	1,236.75	15%
78000012	LP15 OS PM SI Protect w batt	\$	1,848.00	\$	1,570.80	15%
78000013	LUC On Site Prevent	\$	937.00	\$	796.45	15%
78000014	LUC Ship In Prevent	Ψ Φ	657.00	\$	558.45	15%
78000014	LUC On Site Protect	Φ	630.00	\$	535.50	15%
78000013		Φ				
	LUC Ship In Protect	Ф	420.00	\$	357.00	15%
78000017	LUCOnSitePM	<b>\$</b>	420.00	\$	357.00	15%
78000018	LUCShipInPM	\$	356.00	\$	302.60	15%
78000019	LUC OS PM SI Protect	\$	784.00	\$	666.40	15%
78000020	LUC On Site Prevent w batt	\$	1,637.00	\$	1,391.45	15%
78000021	LUC Ship In Prevent w batt	\$	1,357.00	\$	1,153.45	15%
78000022	LUC On Site Protect w batt	\$	1,330.00	\$	1,130.50	15%
78000023	LUCAS Ship In Protect w batt	\$	1,119.00	\$	951.15	15%
78000024	LUC OS PM SI Protect w batt	\$	1,483.00	\$	1,260.55	15%
78000025	L1000 On Site Prevent w batt	\$	686.00	\$	583.10	15%
78000026	L1000ShipInPreventwbatt	\$	532.00	\$	452.20	15%
78000027	L1000 On Site Protect w batt	\$	560.00	\$	476.00	15%
78000028	L1000 Ship In Protect w batt	¢	434.00	¢	368.90	15%
78000029	L1000 OnSite PM w batt	Φ	462.00	Ψ Φ	392.70	15%
		Φ		φ		
78000030	L1000 Ship In PM w batt	Þ	364.00	Ф	309.40	15%
78000031	L1000 OS PM SI Protect w batt	\$	602.00	\$	511.70	15%
78000044	LPCR2 On Site PM w batt	\$	434.00	\$	368.90	15%
78000045	LPCR2 Ship In PM w batt	\$	350.00	\$	297.50	15%
78000046	LPCR PLUS On Site PM w batt	\$	434.00	\$	368.90	15%
78000047	LPCR PLUS Ship In PM w batt	\$	350.00	\$	297.50	15%
78000060	HeartSine OnSite Insp w batt	\$	301.00	\$	255.85	15%
78000061	HeartSine ShipIn Insp w batt	\$	245.00	\$	208.25	15%
78000100	LP20 On Site Prevent	\$	966.00	\$	821.10	15%
78000101	LP20 Ship In Prevent	\$	700.00	\$	595.00	15%
78000102	LP20 On Site Prevent no batt	\$	784.00	\$	666.40	15%
78000103	LP20 Ship In Prevent no batt	\$	518.00	\$	440.30	15%
78000104	LP20 On Site Protect	\$	504.00	\$	428.40	15%
78000105	LP20 Ship In Protect	\$	405.00	\$	344.25	15%
78000106	LP20 On Site Protect no batt	\$	322.00	\$	273.70	15%
78000107	LP20 Ship In Protect no batt	φ <b>¢</b>	223.00	\$	189.55	15%
78000101	LP20 On Site PM	Φ	350.00	Φ Φ	297.50	15%
		φ		φ		
78000109	LP20 Ship In PM	<b>Ф</b>	280.00		238.00	15%
78000110	LP20 Ship In PM	\$	812.00	\$	690.20	15%
78000111	LP20 OS PM SI Protect no batt	\$ -	630.00	<b>\$</b>	535.50	15%
78000112	LP12 On Site Prevent	\$	1,960.00	<b>\$</b>	1,666.00	15%
78000113	LP12 Ship In Prevent	\$	1,582.00	_	1,344.70	15%
78000114	LP12 On Site Prevent no batt	\$	1,498.00	\$	1,273.30	15%
78000115	LP12 Ship In Prevent no batt	\$	1,119.00		951.15	15%
78000116	LP12 On Site Protect	\$	1,553.00		1,320.05	15%
78000117	LP12 Ship In Protect	\$	1,498.00	\$	1,273.30	15%
78000118	LP12 On Site Protect no batt	\$	1,092.00	\$	928.20	15%
78000119	LP12 Ship In Protect no batt	\$	1,036.00	\$	880.60	15%
78000120	LP12 On Site PM	\$	489.00	\$	415.65	15%
78000121	LP12 Ship In PM	\$	405.00	\$	344.25	15%
78000122	LP12 PM SI Repair Plus	\$	1,707.00	\$	1,450.95	15%
78000123	LP12 PM SI Repair Plus No Batt	\$	1,246.00	\$	1,059.10	15%
78000124	Packaged- Code Management	<u>\$</u>	416.00	\$	353.60	15%
78000125	4-yr TrueCPR Extended Warranty	\$ \$	292.00	\$	248.20	15%
78000126	Case Change	Ψ Φ	1,749.00	Ψ Φ	1,486.65	15%
78000126	Labor	φ Φ	368.00	Ф \$	312.80	15%
		Φ		φ		
78000600	LIFEPAK CRO PM	\$	434.00	Φ	368.90	15%
78000601	LIFEPAK CR2 PM	\$ -	350.00		297.50	15%
78000602	LIFEPAK CR Plus PM	\$	434.00		368.90	15%
78000603	LIFEPAK CR Plus PM	\$	350.00	\$	297.50	15%
78000604	LIFEPAK 1000 Protect Service	\$	560.00	\$	476.00	15%
78000605	LIFEPAK 1000 Protect Service	\$	434.00	\$	368.90	15%
78000606	LIFEPAK 1000 PM	\$	462.00	\$	392.70	15%
78000607	LIFEPAK 1000 Prevent Service	\$	686.00	\$	583.10	15%
78000608	LIFEPAK 1000 PM	\$	364.00	\$	309.40	15%
78000609	LIFEPAK 1000 Prevent Service	\$	532.00	\$	452.20	15%
78000610	LIFEPAK 1000 Prevent Service	\$	602.00		511.70	15%

70000011		•	1 007 00	Φ	1 001 45	150/
78000611	LIFEPAK 15 Prevent Service	\$	1,637.00	\$	1,391.45	15%
78000615	LIFEPAK 15 Prevent Service	\$	1,269.00	\$	1,078.65	15%
78000619	LIFEPAK 15 Protect Service	\$	1,287.00	\$	1,093.95	15%
78000623	LIFEPAK 15 Protect Service	\$	994.00	\$	844.90	15%
78000627	LIFEPAK 15 PM	\$	518.00	\$	440.30	15%
78000631	LIFEPAK 15 PM	\$	420.00	\$	357.00	15%
78000635	LIFEPAK 15 Prevent Service	\$	1,385.00	\$	1,177.25	15%
78000639	LIFEPAK 15 Prevent Service	\$	2,099.00	\$	1,784.15	15%
78000643	LIFEPAK 15 Prevent Service	\$	1,637.00	\$	1,391.45	15%
78000647	LIFEPAK 15 Protect Service	\$	1,749.00	\$	1,486.65	15%
78000651	LIFEPAK 15 Protect Service	\$				15%
		Φ	1,455.00	\$	1,236.75	
78000655	LIFEPAK 15 Prevent Service	Þ	1,848.00	\$	1,570.80	15%
78000659	LIFEPAK 20 Prevent Service	\$	966.00	\$	821.10	15%
78000662	LIFEPAK 20 Prevent Service	\$	700.00	\$	595.00	15%
78000665	LIFEPAK 20 Prevent Service	\$	784.00	\$	666.40	15%
78000668	LIFEPAK 20 Prevent Service	\$	518.00	\$	440.30	15%
78000671	LIFEPAK 20 Protect Service	\$	504.00	\$	428.40	15%
78000674	LIFEPAK 20 Protect Service	\$	405.00	\$	344.25	15%
78000677	LIFEPAK 20 Protect Service	\$	322.00	\$	273.70	15%
78000680	LIFEPAK 20 Protect Service	\$	223.00	\$	189.55	15%
78000683	LIFEPAK 20 PM	\$	350.00	\$	297.50	15%
78000686	LIFEPAK 20 PM	\$	280.00	\$	238.00	15%
78000689	LIFEPAK 20 Prevent Service	\$	812.00	\$	690.20	15%
78000692	LIFEPAK 20 Prevent Service	\$	630.00	\$	535.50	15%
78000696	LUCAS Prevent Service	\$	937.00	\$	796.45	15%
78000697	LUCAS Prevent Service	<b>\$</b>	657.00	\$	558.45	15%
78000698	LUCAS Prevent Service	Φ	630.00	\$	535.50	15%
78000699	LUCAS Prevent Service	φ	421.00		357.85	15%
		Ф Ф		\$		
78000700	LUCAS PM	\$	420.00	\$	357.00	15%
78000701	LUCAS PM	\$	356.00	\$	302.60	15%
78000702	LUCAS Prevent Service	\$	784.00	\$	666.40	15%
78000703	LUCAS Prevent Service	\$	1,637.00	\$	1,391.45	15%
78000704	LUCAS Prevent Service	\$	1,357.00	\$	1,153.45	15%
78000705	LUCAS Prevent Service	\$	1,330.00	\$	1,130.50	15%
78000706	Lucas Protect Ship In	\$	1,119.00	\$	951.15	15%
78000707	LUCAS Prevent Service	\$	1,483.00	\$	1,260.55	15%
78000708	4YR TrueCPR Extended Warranty	\$	292.00	\$	248.20	15%
79000001	LP20e - PRT Protect -TOS	\$	326.00	\$	277.10	15%
79000002	LP20E - PRT PM Batt CMM - TOS	\$	569.00	\$	483.65	15%
79000003	LP20e - PRT PM Batt - TOS	\$	295.00	\$	250.75	15%
79000004	LP20e PRT Protect Batt AFT	\$	326.00	\$	277.10	15%
79000005	LP20e PRT Protect Batt CMM AFT	<b>\$</b>	569.00	\$	483.65	15%
79000006	LP20e PRT PM Batt AFT	Φ	295.00	\$	250.75	15%
79000007	LP15- PRT PM Batt - TOS	ψ œ	327.00	\$	277.95	15%
		Φ		- :		
79000008	LP15- PRT Protect Batt - TOS	Þ	390.00	\$	331.50	15%
79000009	LP15 PRT Prevent Batt Cord TOS	\$	449.00	\$	381.65	15%
79000010	LP15 PRT PM Batt AFT	\$	327.00	\$	277.95	15%
79000011	LP15 PRT Protect Batt AFT	\$	390.00	\$	331.50	15%
79000012	LP15 PRT Prevent Batt Cord AFT	\$	449.00	\$	381.65	15%
79000013	Lucas PRT Prevent Batt Cord	\$	816.00	\$	693.60	15%
79000014	Lucas PRT Protect Batt Cord	\$	448.00	\$	380.80	15%
79000015	Lucas PRT Prevent Batt CordAFT	\$	510.00	\$	433.50	15%
79000016	Lucas PRT Protect Batt CordAFT	\$	448.00	\$	380.80	15%
79000017	LP15 - PRT Protect - AFT	\$	332.00	\$	282.20	15%
79000018	LP15 - PRT Prevent - AFT	\$	379.00	\$	322.15	15%
79000019	LP20E - PM Only - PRT - GE	\$	251.00	\$	213.35	15%
79000020	LP15 - PM Only - PRT - GE	\$	268.00	\$	227.80	15%
79000021	LP15 - Protect - PRT - GE	\$	332.00	\$	282.20	15%
79000022	LP15 - Prevent - PRT - GE	\$	379.00	\$	322.15	15%
79000023	Lucas - Prevent - PRT - GE	\$	742.00	\$	630.70	15%
79000024	Lucas - Protect - PRT - GE	\$	637.00		541.45	15%
		•		•		

ITEM	DESCRIPTION		List Price Effective 10/1/2022	Savvik Contract Pricing Effective 10/1/2022	Discount from Lis
016323000	HEX FLANGE SER LOCKNUT, 5/8-18	\$		\$ 0.91	13
038905000	SPRING, SPIN CAP	\$	3.44	\$ 3.00	13
060036017	SAFETY HOOK, SHORT	\$	31.00	\$ 26.97	13
60036018	SAFETY HOOK LONG	\$	40.00	\$ 34.80	13
60160044	LAP BELT	φ <b>¢</b>	40.00	\$ 34.80	13
60160044	FOUR-POINT HARNESS,STANDARD	Φ	113.00		13
	<del>-</del>	φ Φ			
60202000	COT HEIGHT LIMITING ASSY	\$	104.00	\$ 90.48	13
60260045	FOUR-POINT HARNESS,EXTND (CP)	\$	152.00	\$ 132.24	13
60260046	CHEST RESTRAINT (CP)	\$	102.00	\$ 88.74	13
70140000	PERM. F/E OXYGEN BOTTLE HOLDER	\$	251.00	\$ 218.37	13
70140010	OXYGEN BOTTLE HOLDER ASSY	\$	205.00	\$ 178.35	13
80140000	REMOVABLE OXYGEN BOTTLE HOLDER	\$	261.00	\$ 227.07	13
80140010	OXYGEN BOTTLE HOLDER ASSY	\$	202.00	\$ 175.74	13
80150010	MX-PRO BASE STORAGE NET	•	276.00	\$ 240.12	13
		φ			
80155020	KIT, PULL HANDLE FOR FOOTEND	\$	180.00	\$ 156.60	13
80157000	KIT,LIFT BAR,HEADEND,2/99-CURR	\$	177.00	\$ 153.99	13
80210010	IV POLE ASSY 2-STAGE RIGHT	\$	382.00	\$ 332.34	13
80211010	IV POLE ASSY 2-STAGE LEFT	\$	382.00	\$ 332.34	13
80215010	IV POLE ASSY 3-STAGE RIGHT	\$	486.00	\$ 422.82	13
80216010	IV POLE ASSY 3-STAGE LEFT	\$	486.00	\$ 422.82	13
		Ψ			
80300010	PEDI-MATE RESTRAINT PACKAGE	<b>Þ</b>	60.00	\$ 52.20	13
80955000	PULL HANDLE OPTION	\$	187.00	\$ 162.69	13
80957010	HEAD END LIFT BAR (BASE)	\$	178.00	<b>\$</b> 154.86	13
80999001	ERGONOMIC PACKAGE	\$	294.00	\$ 255.78	13
81203000	EXTENDED HEIGHT OPTION	\$	227.00	\$ 197.49	13
81400000	2 POSITION RET POST W/ PROTCTR	Φ	179.00	\$ 155.73	13
		<b>\$</b>			
82000000	MX-PRO R-3 AMBULANCE COT	\$	7,553.00	\$ 6,571.11	13
82009001	MX-PRO R3 DOM OPS/MAINT MANUAL	\$	36.00	\$ 31.32	13
82009005	MX-PRO R3 INT OPS/PARTS MANUAL	\$	93.00	\$ 80.91	13
82028000	INTERNATIONAL MANUAL	.\$	105.00	\$ 91.35	13
82040001	RELEASE HANDLE:OPER. LEFT(STD)	Φ	408.00	\$ 354.96	13
	• •	Φ			
82128000	RIGID H/E STORAGE TRAY OPTION	\$	93.00	\$ 80.91	13
82128010	MX HE POCKETED STORAGE POUCH	\$	335.00	\$ 291.45	13
82128012	MX HE FLAT STORAGE POUCH	\$	195.00	\$ 169.65	13
82150015	BASE STORAGE TRAY OPTION	\$	258.00	\$ 224.46	13
82160050	BELT EXTENSION UP TO 36	\$	40.00	\$ 34.80	13
82170000	6082 DEFIBRILLATOR PLATFORM	•	635.00	\$ 552.45	13
		Φ			
82190000	DUAL RET POST W/BASE PROTECTRS	\$	125.00	\$ 108.75	13
82200000	PR RET POST W/BASE PROTECTOR	\$	152.00	\$ 132.24	13
82200010	ADJUSTABLE CASTER LOCK ASSY	\$	127.00	\$ 110.49	13
82203000	EXTENDED HEIGHT OPTION	\$	226.00	\$ 196.62	13
82260010	EMS RESTRAINT PACKAGE	¢.	237.00	\$ 206.19	13
		Ψ			
82501010	SINGLE WHEEL LOCK OPTION	\$	137.00	\$ 119.19	13
82502010	DUAL WHEEL LOCK OPTION	\$	152.00	\$ 132.24	13
82700024	Extended Height Kit	\$	589.00	\$ 512.43	13
82700025	BASE STORAGE TRAY KIT	\$	221.00	\$ 192.27	13
083000000	6083 AMBULANCE COT	\$	10,607.00	\$ 9,228.09	13
	BARIATRIC OPER/MAINT MANUAL	Ψ	28.00	\$ 24.36	
083009001		ъ Ф			13
83009009	BARIATRIC GER OPS/MAINT MANUAL	\$	36.00	\$ 31.32	13
83027000	BASE STORAGE TRAY OPTION	\$	263.00	\$ 228.81	13
83031000	NO IV POLE OPTION	\$	38.00	\$ 33.06	13
83032000	2 STAGE PATIENT RT OPTION	\$	382.00	\$ 332.34	13
83033000	2 STAGE PATIENT LT OPTION	\$	382.00	\$ 332.34	13
83034000	3 STAGE PATIENT RT OPTION	•	485.00	\$ 421.95	13
		Φ			
83035000	3 STAGE PATIENT LT OPTION	\$	486.00	\$ 422.82	13
83036000	DUAL 2 STAGE OPTION	\$	763.00	\$ 663.81	13
83037000	DUAL 3 STAGE OPTION	\$	973.00	\$ 846.51	13
83038000	PATIENT SECURITY STRAP OPTION	\$	86.00	\$ 74.82	13
83039000	TOW PACKAGE OPTION	¢	564.00	\$ 490.68	13
83040000	PUSH AND PULL HANDLE OPTION	φ			
		<b>Þ</b>	1,225.00	\$ 1,065.75	13
83041000	SIDE LIFT HANDLE OPTION	\$	557.00	\$ 484.59	13
83042000	LIFT CAPABLE SAFETY HOOK OPT.	\$	300.00	\$ 261.00	13
83044000	NO TOW PACKAGE	\$	662.00	\$ 575.94	13
83048000	PULL HANDLE OPTION	\$	116.00	\$ 100.92	13
90041010	BOLSTER MATTRESS	<u>¢</u>	310.00		13
90042010	FLAT MATTRESS	φ	311.00	\$ 270.57	13
		Φ			
91300010	PEDI-MATE RESTRAINT PACKAGE	\$	63.00	\$ 54.81	13
91700006	KIT, PEDI-MATE RESTRNT BRACKET	\$	57.00	\$ 49.59	13
92009001	EZ-PRO R4 OPER/MAINT MAN 4/08	\$	40.00	\$ 34.80	13
92036018	J-HOOK	\$	53.00	\$ 46.11	13
92700003	BASE STORAGE TRAY INSTRUCTIONS	<u>\$</u>	2.79	\$ 2.43	13
00003026	LOAD CYLINDER, GREEN, ASSY	Φ	10,734.00	\$ 9,338.58	13
	•	Ф	-		
00003950	NON AS/NZS 4535 OPTION	\$	46.00	\$ 40.02	13
00009005	M1 INTL OPER/MAINT MANUAL	\$	125.00	\$ 108.75	13
00010000	INT. HEAD END RETRAC, LIFT HND	\$	367.00	\$ 319.29	13
00014000	F/E COT RETAINING POST OPTION	\$	226.00	\$ 196.62	13
00015000	FT END RETAINING LOOP	<b>Q</b>	96.00	\$ 83.52	13
		Φ			
00016058	RETAINING LOOP WELDMENT	\$	61.00	\$ 53.07	13
00017000	F/E COT RETAING LOOP (GERMANY)	\$	91.00	\$ 79.17	13
00018000	AS/NZS 4535 OPTION	\$	49.00	\$ 42.63	13
00019011	M-1 JAPAN LITTER COMPONENTS	\$	3,003.00	\$ 2,612.61	13
	CASTING, LT	φ	350.00		13
00019021	-	Ф			
00019021	CASTING, RT	\$	350.00	\$ 304.50	13
00019022		•	0.70	\$ 2.43	13
00019022	ROLLER SHAFT	\$	2.79	Ψ 2.40	10
00019021 00019022 00019024 00019029	ROLLER SHAFT LOWER H/E STRUT CROSSTUBE	\$ \$	18.12	\$ 15.76	13
00019022 00019024 00019029	LOWER H/E STRUT CROSSTUBE	\$ \$ \$	18.12	\$ 15.76	13
00019022 00019024		\$ \$ \$			

6100019040	F/E LEG WELDMENT-LH	\$	411.00 \$	357.57	13%
6100019041	BACK LEG ASSY-RT	\$	705.00 \$	613.35	13%
6100019042	BACK LEG ASSY-LT	\$	699.00 \$	608.13	13%
6100019044	FOWLER ASSY	\$	336.00 \$	292.32	13%
6100019045	STRUT TUBE	\$	9.77 \$	8.50	13%
6100019046	STRUT TUBE	\$	9.77 \$	8.50	13%
6100019051	F/E LEG ASSY-RH	\$	416.00 \$	361.92	13%
6100019052	F/E LEG ASSY-LH	\$	411.00 \$	357.57	13%
6100020000	SIDERAIL OPTION M-1 COT	\$	834.00 \$	725.58	13%
6100021000	NO SIDERAIL OPTION M-1 COT	\$	50.00 \$	43.50	13%
6100041010	PREMIUM BOLSTER MATTRESS	\$	717.00 \$	623.79	13%
6100041020	STANDARD BOLSTER MATTRESS OPT.	\$	299.00 \$	260.13	13%
6100041030	PILLOW, HEAD EXTENSION	\$	175.00 \$	152.25	13%
6100042000	DIN LCK DOWN PINS M-1 WORLDCOT	\$	121.00 \$	105.27	13%
6100043000	NO DIN LOCK DOWN PIN M-1 COT	\$	20.71 \$	18.02	13%
6100044000	HEAD EXTENSION OPTION	\$	816.00 \$	709.92	13%
6100045000	PILLOW ONLY OPTION	\$	175.00 \$	152.25	13%
6100090003	COMPACT DISC INTERFACE	\$	45.00 \$	39.15	13%
6100115000	IV POLE ASSY 3-STAGE RH OPTION	\$	463.00 \$	402.81	13%
6100116000	IV POLE ASSY 3-STAGE LH OPTION	\$	486.00 \$	422.82	13%
6100170000	M1 DEFIBRILLATOR PLATFORM	\$	635.00 \$	552.45	13%
6100203136	STEERLOCK PLASTIC BUSHING	\$	24.00 \$	20.88	13%
6100700008	M1 Leg Weldment WAS Special LH	\$	543.00 \$	472.41	13%
6100700009	M1 Leg Weldment WAS Special RH	\$	543.00 \$	472.41	13%
6100700011	STEERLOCK ASSY KIT	\$	295.00 \$	256.65	13%
6100999995	MAINT/OP'S MANUAL - HARDCOPY	\$	116.00 \$	100.92	13%
6100999999	BOXED SEPARATE (BASE) (LITTER)	\$	343.00 \$	298.41	13%
6250001018	POLYPROPLN RESTRAINT STRAP SET	\$	82.00 \$	71.34	13%
6250001019	RESTRAINT STRAP SET, VINYL	\$	205.00 \$	178.35	13%
6250001021	RESTRAINT STRAP SET	\$	117.00 \$	101.79	13%
6250001143	RESTRAINT STRAP, CHEST, VINYL	\$	138.00 \$	120.06	13%
6250001144	RESTRAINT STRAP, ANKLE, VINYL	\$	138.00 \$	120.06	13%
6250001151	DOMESTIC CHAIR MANUAL 11/05	\$	29.00 \$	25.23	13%
6250001160	DOMESTIC CHAIR MANUAL	\$	31.00 \$	26.97	13%
6250001161	INTERNATIONAL CHAIR MANUAL	\$	120.00 \$	104.40	13%
6250001162	STAIR PRO DVD IN-SERVICE VIDEO	\$	26.00 \$	22.62	13%
6250003154	W.A.S. STAIRPRO MANUAL	\$	34.00 \$	29.58	13%
6250020000	SOFT VINYL SEAT OPTION	\$	266.00 \$	231.42	13%
6250021000	HARD PLASTIC ABS SEAT OPTION	\$	266.00 \$	231.42	13%
6250024000	LOWER LIFT HANDLE OPTION	\$	635.00 \$	552.45	13%
6250025000	EXTENDED LOWER LIFT HANDLE OPT	\$	376.00 \$	327.12	13%
6250031000	LOCKING FLIP-UP HANDLE OPTION	\$	53.00 \$	46.11	13%
6250140000	ELASTIC O2 HOLDER OPTION	\$	199.00 \$	173.13	13%
6250161000	NON-ABSORBANT RESTRAINT OPTION	\$	156.00 \$	135.72	13%
6250162000	PLYSTR RSTRNT METAL BKL OPTION	\$	33.00 \$	28.71	13%
6250700003	ELASTIC 02 BOTTLE HOLDER KIT	Ψ <b>\$</b>	208.00 \$	180.96	13%
6252001140	VINYL HEAD SUPPORT	¢	226.00 \$	196.62	13%
6252023000	***EXTENDED MAIN FRAME ASSY***	φ <b>\$</b>	4,766.00 \$	4,146.42	13%
6252040000	HEAD SUPPORT OPTION	\$	99.00 \$	86.13	13%
6252041000	VINYL HEAD SUPPORT OPTION	\$	226.00 \$	196.62	13%
6252700003	6252 FOOT REST KIT	\$	384.00 \$	334.08	13%
6370000000	FLOOR MOUNT FASTENER SNGL PLT	\$	616.00 \$	535.92	13%
6371000000	WALL MOUNT COT FASTENER	\$	380.00 \$	330.60	13%
6373000000	CENTER MOUNT - (DIN GUIDES)	\$	1,953.00 \$	1,699.11	13%
6373010010	CENTER MOUNT - COT FASTENERS	\$	1,448.00 \$	1,259.76	13%
6376000000	CNTER MNT COT FSTNER W/O BELTS	\$	1,953.00 \$	1,699.11	13%
6376010010	CNTER MNT COT FSTNER, W/O BELT	\$	2,250.00 \$	1,957.50	13%
6392001205	COVER, NOSE	\$	61.00 \$	53.07	13%
6392001256	RELEASE LOWER LINK	\$	3.71 \$	3.22	13%
6392001305	PIN ENCLOSURE, HE	\$	5.88 \$	5.11	13%
6392001510	FORGING MACHINED	\$	431.00 \$	374.97	13%
6393002001	PERF-LD MASS CAS WALL MNT ASSY	\$	438.00 \$	381.06	13%
6393002002	PERF-LD MASS CAS FLR MNT ASSY	\$	545.00 \$	474.15	13%
6500003130	KNEE GATCH BOLSTER MATRSS, XPS	\$	573.00 \$	498.51	13%
6500027000	SMRT 12V DC CBLE(AUTO)DOMESTIC	\$	620.00 \$	539.40	13%
6500028000	SMRT 120V AC NORTH AMERICA	\$	620.00 \$	539.40	13%
6500030000	SMRT 240V AC UNITED KINGDOM	\$	3,165.00 \$	2,753.55	13%
6500031000	SMRT 240V AC EUROPE	\$	3,157.00 \$	2,746.59	13%
6500032000	SMRT 240V AC AUSTRALIA	\$	3,172.00 \$	2,759.64	13%
6500033000	SMRT BATTERY PACK OPTION	\$	572.00 \$	497.64	13%
6500034000	SMRT CHARGER MOUNTING BRKT OPT	\$	47.00 \$	40.89	13%
6500078000	POWERPRO DOMESTIC MANUAL OPT	\$	69.00 \$	60.03	13%
6500128000	H/E STORAGE FLAT OPTION	\$	186.00 \$	161.82	13%
6500130000	BACKREST STORAGE POUCH OPTION	\$	350.00 \$	304.50	13%
6500140000	F/E OXYGEN BOTTLE HOLDER OPT.	\$	251.00 \$	218.37	13%
6500141000	FOWLER OXYGEN BOTTLE HLDR OPT	\$	354.00 \$	307.98	13%
6500147000	EQUIPMENT HOOK OPTION	\$	70.00 \$	60.90	13%
6500160000	BASE STORAGE NET OPTION	\$	263.00 \$	228.81	13%
6500210000	2 STAGE IV POLE PR OPTION	\$	382.00 \$	332.34	13%
6500211000	2 STAGE IV POLE PL OPTION	\$	382.00 \$	332.34	13%
6500212000	2 STAGE IV POLE DUAL OPTION	\$	763.00 \$	663.81	13%
6500216000	3 STAGE IV POLE PL OPTION	\$	486.00 \$	422.82	13%
6500217000	3 STAGE IV POLE DUAL OPTION	\$	972.00 \$	845.64	13%
6500700003	EQUIPMENT HOOK KIT	\$	74.00 \$	64.38	13%
6500700006	NICD BATTERY PACK	\$	347.00 \$	301.89	13%
6500700008	DWLT INT BATTERY CHARGER KIT	\$	258.00 \$	224.46	13%
6500700009	VEHICLE BATTERY CHARGER KIT	\$	258.00 \$	224.46	13%
6500700011	FOWLER O2 BOTTLE HOLDER KIT	\$	368.00 \$	320.16	13%
6500700022	BOLT REPLACEMENT KIT	\$	5.60 \$	4.87	13%
6500700040	SMRT POWER KIT-12V DC,DOMESTIC	\$	1,610.00 \$	1,400.70	13%

0500700041		Φ.	1 010 00 - Ф	1 400 70	120/
6500700041	SMRT POWER KIT-120V AC, DOM	\$	1,610.00 \$	1,400.70	13%
6500700044	SMRT POWER KIT-240V AC, EUROPE	<b>\$</b>	3,157.00 \$	2,746.59	13%
6500700046	SMRT BATTERY PACK KIT	<b>\$</b>	918.00 \$	798.66	13%
6500700049	6500 PWRLOAD COMP UPGRADE KIT	<b>\$</b>	4,220.00 \$	3,671.40	13%
6500700051	SMRT POWER KIT, U.S. TRIAL	<b>\$</b>	2,420.00 \$	2,105.40	13%
6506700004	KIT, XPS RETROFIT	<b>\$</b>	3,481.00 \$	3,028.47	13%
6516034002	6516 PWR-LOAD/PERF-LOAD OPTION	\$	2,900.00 \$	2,523.00	13%
6550109001	POWER PRO TL OPS/MAINT MANUAL	\$	52.00 \$	45.24	13%
7900001368	IIN ADHESIVE LOOP PILE	\$	5.60 \$	4.87	13%
639005550001	MTS POWER LOAD	\$	31,460.00 \$	27,370.20	13%
639005550003	MTS PWLD EXCLUDES FLOOR PLATE	\$	30,339.00 \$	26,394.93	13%
650605550001	6506 MTS PWRPRO COT LOW CONFIG	\$	21,384.00 \$	18,604.08	13%
650605550002	6506 MTS PWRPRO COT MID CONFIG	\$	26,835.00 \$	23,346.45	13%
650605550003	6506 MTS PWRPRO COT HIGH CNFIG	\$	28,839.00 \$	25,089.93	13%
6070140010S	OXYGEN BOTTLE HOLDER ASSY	\$	205.00 \$	178.35	13%
6080140010S	OXYGEN BOTTLE HOLDER ASSY	\$	297.00 \$	258.39	13%
6080155020S	KIT,PULL HANDLE FOR FOOTEND	\$	195.00 \$	169.65	13%
6080157000S	KIT,LIFT BAR,HEADEND,2/99-CURR	\$	184.00 \$	160.08	13%
6082200010S	ADJUSTABLE CASTER LOCK ASSY	\$	143.00 \$	124.41	13%
6082700006S	KIT, O2 BOTTLE HOLDER HE	\$	258.00 \$	224.46	13%
6082700022S	KIT-RETAINER PLATE COVER	\$	70.00 \$	60.90	13%
6082700024S	EXTENDED HEIGHT KIT	\$	613.00 \$	533.31	13%
6082700025S	BASE STORAGE TRAY KIT	\$	263.00 \$	228.81	13%
6091700006S	KIT, PEDI-MATE RESTRNT BRACKET	\$	61.00 \$	53.07	13%
6100003026S	LOAD CYLINDER, GREEN, ASSY	\$	10,633.00 \$	9,250.71	13%
6100019011 <b>S</b>	M-1 JAPAN LITTER COMPONENTS	\$	3,003.00 \$	2,612.61	13%
6100019041S	BACK LEG ASSY-RT	\$	705.00 \$	613.35	13%
6100019042S	BACK LEG ASSY-LT	\$	699.00 \$	608.13	13%
6100019044S	FOWLER ASSY	\$	336.00 \$	292.32	13%
6100700008S	M1 Leg Weldment WAS Special LH	\$	621.00 \$	540.27	13%
6100700009S	Ml Leg Weldment WAS Special RH	\$	621.00 \$	540.27	13%
6100700011S	STEERLOCK ASSY KIT	\$	338.00 \$	294.06	13%
6250001018S	POLYPROPLN RESTRAINT STRAP SET	\$	89.00 \$	77.43	13%
6250001019S	RESTRAINT STRAP SET, VINYL	\$	363.00 \$	315.81	13%
6250001021S	RESTRAINT STRAP SET	\$	125.00 \$	108.75	13%
6252023000S	***EXTENDED MAIN FRAME ASSY***	\$	4,280.00 \$	3,723.60	13%
6378030010S	FLOOR MOUNT COT FASTENER ASSY	\$	777.00 \$	675.99	13%
650705550001	6507 POWER PRO 2, HIGH CONFIG	\$	34,771.00 \$	30,250.77	13%
650705550002	6507 POWER PRO 2, MID CONFIG	¢.	32,700.00 \$	28,449.00	13%
650707000002	Lithium-Ion Battery	¢.	981.00 \$	853.47	13%
650700450301	Assembly, Battery Charger	Ψ <b>c</b>	1,404.00 \$	1,221.48	13%
650700450102	Assembly, Power Cord, North Am	φ ¢	32.00 \$	27.84	13%
650700450102		Φ	45.00 \$	39.15	13%
	12VDC Cable, Automotive	Φ			
650700450031	Assembly, Battery Charger Mount Plate	Φ Φ	55.00 \$	47.85	13%
77100002	EMS RETRAINT INSTALLATION	<b>\$</b>	834.00 \$	725.58	13%
77100003	Cot Upgrade or Install	\$	362.00 \$	314.94	13%
77100005	PM Only - Power Cot 6500	\$	290.00 \$	252.30	13%
77100006	PLT - Power Cot 6500	\$	1,064.00 \$	925.68	13%
77100105	MA ONLY - Power Cot	\$	290.00 \$	252.30	13%
77100500	PowerLOAD Installation	\$	583.00 \$	507.21	13%
77101001	Protect 1 Year Power Cot 6500	\$	1,335.00 \$	1,161.45	13%
77101002	Prevent 1 Year Power Cot 6500	\$	1,537.00 \$	1,337.19	13%
77101005	PM Only - Power Cot 6506	\$	299.00 \$	260.13	13%
77101006	PLT - Power Cot 6506	\$	1,095.00 \$	952.65	13%
77101010	Protect Year 10 Power Cot 6500	\$	1,235.00 \$	1,074.45	13%
77101011	Protect Year 11 Power Cot 6500	\$	1,359.00 \$	1,182.33	13%
77101012	Protect Year 12 Power Cot 6500	\$	1,494.00 \$	1,299.78	13%
77101014	Protect Year 14 Power Cot 6500	\$	642.00 \$	558.54	13%
77101101	Protect 1 Year Power Cot 6500	\$	920.00 \$	800.40	13%
77101102	Prevent 1 Year Power Cot 6500	\$	1,123.00 \$	977.01	13%
77101210	Prevent Year 10 Power Cot 6500	\$	1,557.00 \$	1,354.59	13%
77101211	Prevent Year 11 Power Cot 6500	\$	1,711.00 \$	1,488.57	13%
77101212	Prevent Year 12 Power Cot 6500	\$	1,884.00 \$	1,639.08	13%
77101213	Prevent Year 13 Power Cot 6500	\$	2,071.00 \$	1,801.77	13%
77101214	Prevent Year 14 Power Cot 6500	\$	2,278.00 \$	1,981.86	13%
77102001	Protect 2 Year Power Cot 6500	\$	2,246.00 \$	1,954.02	13%
77102002	Prevent 2 Year Power Cot 6500	\$	2,830.00 \$	2,462.10	13%
77103001	Protect 3 Year Power Cot 6500	\$	3,032.00 \$	2,637.84	13%
77103002	Prevent 3 Year Power Cot 6500	\$	3,819.00 \$	3,322.53	13%
77104001	Protect 4 Year Power Cot 6500	\$	3,818.00 \$	3,321.66	13%
77104002	Prevent 4 Year Power Cot 6500	\$	4,810.00 \$	4,184.70	13%
77105001	Protect 5 Year Power Cot 6500	\$	4,493.00 \$	3,908.91	13%
77105002	Prevent 5 Year Power Cot 6500	\$	5,659.00 \$	4,923.33	13%
77106001	Protect+ 1 year Power Cot 6500	\$	1,537.00 \$	1,337.19	13%
77106002	Prevent+ 1 year Power Cot 6500	\$	1,830.00 \$	1,592.10	13%
77106010	Protect+ Year 10 Power Cot 650	\$	1,691.00 \$	1,471.17	13%
77106011	Protect+ Year 11 Power Cot 650	\$	1,860.00 \$	1,618.20	13%
77106012	Protect+ Year 12 Power Cot 650	\$	2,046.00 \$	1,780.02	13%
77106013	Protect+ Year 13 Power Cot 650	\$	2,251.00 \$	1,958.37	13%
77106014	Protect+ Year 14 Power Cot 650	\$	2,475.00 \$	2,153.25	13%
77106101	Protect+ 1 year Power Cot 6500	\$	1,335.00 \$	1,161.45	13%
77106102	Prevent+ 1 year Power Cot 6500	\$	1,537.00 \$	1,337.19	13%
77106210	Prevent+ Year 10 Power Cot 650	\$	2,013.00 \$	1,751.31	13%
77106211	Prevent+ Year 11 Power Cot 650	\$	2,214.00 \$	1,926.18	13%
77106212	Prevent+ Year 12 Power Cot 650	\$	2,436.00 \$	2,119.32	13%
77106213	Prevent+ Year 13 Power Cot 650	\$	2,679.00 \$	2,330.73	13%
77106214	Prevent+ Year 14 Power Cot 650	\$	2,947.00 \$	2,563.89	13%
77107001	Protect+ 2 year Power Cot 6500	\$	3,075.00 \$	2,675.25	13%
77107002	Prevent+ 2 year Power Cot 6500	\$	3,660.00 \$	3,184.20	13%
77108001	Protect+ 3 year Power Cot 6500	\$	4,151.00 \$	3,611.37	13%

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77108002	Prevent+ 3 year Power Cot 6500	\$	4,941.00 \$	4,298.67	13%
77109001	Protect+ 4 year Power Cot 6500	\$	5,227.00 \$	4,547.49	13%
77109002	Prevent+ 4 year Power Cot 6500	\$	6,222.00 \$	5,413.14	13%
77110001	Protect+ 5 year Power Cot 6500	\$	6,149.00 \$	5,349.63	13%
77110002	Prevent+ 5 year Power Cot 6500	\$	7,319.00 \$	6,367.53	13%
77111001	Protect 1 Year Power Cot 6506	\$	1,156.00 \$	1,005.72	13%
77111002	Prevent 1 Year Power Cot 6506	\$	1,457.00 \$	1,267.59	13%
77112001	Protect 2 Year Power Cot 6506	\$	2,251.00 \$	1,958.37	13%
77112002	Prevent 2 Year Power Cot 6506	\$	2,835.00 \$	2,466.45	13%
77113001	Protect 3 Year Power Cot 6506	\$	3,032.00 \$	2,637.84	13%
77113002	Prevent 3 Year Power Cot 6506	\$	3,831.00 \$	3,332.97	13%
77114001	Protect 4 Year Power Cot 6506	\$	3,818.00 \$	3,321.66	13%
77114002	Prevent 4 Year Power Cot 6506	\$	4,810.00 \$	4,184.70	13%
77115001	Protect 5 Year Power Cot 6506	\$	4,493.00 \$	3,908.91	13%
77115002	Prevent 5 Year Power Cot 6506	\$	5,659.00 \$	4,923.33	13%
77116001	Protect+ 1 year Power Cot 6506	\$	1,584.00 \$	1,378.08	13%
77116002	Prevent+ 1 year Power Cot 6506	\$	1,885.00 \$	1,639.95	13%
77117001	Protect+ 2 year Power Cot 6506	\$	3,079.00 \$	2,678.73	13%
77117002	Prevent+ 2 year Power Cot 6506	<b>\$</b>	3,662.00 \$	3,185.94	13%
77118001	Protect+ 3 year Power Cot 6506	<b>\$</b>	4,199.00 \$	3,653.13	13%
77118002	Prevent+ 3 year Power Cot 6506	<b>\$</b>	5,073.00 \$	4,413.51	13%
77119002	-	φ			13%
	Protect+ 4 year Power Cot 6506	Ф	5,227.00 \$	4,547.49	
77119002	Prevent+ 4 year Power Cot 6506	<b>Þ</b>	6,222.00 \$	5,413.14	13%
77120001	Protect+ 5 year Power Cot 6506	<b>Þ</b>	6,005.00 \$	5,224.35	13%
77120002	Prevent+ 5 year Power Cot 6506	<b>\$</b>	7,319.00 \$	6,367.53	13%
77200005	PM Only - Manual Cot 6082	\$	299.00 \$	260.13	13%
77200006	PLT- Manual Cot 6082	\$	426.00 \$	370.62	13%
77201001	Protect 1 Year Manual Cot 6082	\$	491.00 \$	427.17	13%
77201002	Prevent 1 Year Manual Cot 6082	\$	741.00 \$	644.67	13%
77201005	PM Only - Manual Cot 6083	\$	299.00 \$	260.13	13%
77201006	PLT- Manual Cot 6083	\$	426.00 \$	370.62	13%
77202001	Protect 2 Year Manual Cot 6082	\$	950.00 \$	826.50	13%
77202002	Prevent 2 Year Manual Cot 6082	\$	1,442.00 \$	1,254.54	13%
77202005	PM Only - Manual Cot 6085	\$	290.00 \$	252.30	13%
77202006	PLT- Manual Cot 6085	\$	414.00 \$	360.18	13%
77203001	Protect 3 Year Manual Cot 6082	\$	1,248.00 \$	1,085.76	13%
77203002	Prevent 3 Year Manual Cot 6082	\$	1,816.00 \$	1,579.92	13%
77204001	Protect 4 Year Manual Cot 6082	\$	1,427.00 \$	1,241.49	13%
77204002	Prevent 4 Year Manual Cot 6082	\$	2,408.00 \$	2,094.96	13%
77205001	Protect 5 Year Manual Cot 6082	\$ \$	1,485.00 \$	1,291.95	13%
77205002	Prevent 5 Year Manual Cot 6082	\$	2,725.00 \$	2,370.75	13%
77206001	Protect 6 Year Manual Cot 6082	\$	1,530.00 \$	1,331.10	13%
77206002	Prevent 6 Year Manual Cot 6082	<b>\$</b>	3,002.00 \$	2,611.74	13%
77207001	Protect 1 Year Manual Cot 6083	Ψ <b>¢</b>	491.00 \$	427.17	13%
77207002	Prevent 1 Year Manual Cot 6083	<b>4</b>	741.00 \$	644.67	13%
77208001	Protect 2 Year Manual Cot 6083	Φ			
		Φ	950.00 \$	826.50	13%
77208002	Prevent 2 Year Manual Cot 6083	<b>Þ</b>	1,442.00 \$	1,254.54	13%
77209001	Protect 3 Year Manual Cot 6083	\$	1,248.00 \$	1,085.76	13%
77209002	Prevent 3 Year Manual Cot 6083	\$	1,816.00 \$	1,579.92	13%
77210001	Protect 4 Year Manual Cot 6083	\$	1,427.00 \$	1,241.49	13%
77210002	Prevent 4 Year Manual Cot 6083	\$	2,408.00 \$	2,094.96	13%
77211001	Protect 5 Year Manual Cot 6083	\$	1,485.00 \$	1,291.95	13%
77211002	Prevent 5 Year Manual Cot 6083	\$	2,725.00 \$	2,370.75	13%
77212001	Protect 6 Year Manual Cot 6083	\$	1,530.00 \$	1,331.10	13%
77212002	Prevent 6 Year Manual Cot 6083	\$	3,002.00 \$	2,611.74	13%
77213001	Protect 1 Year Manual Cot 6085	\$	476.00 \$	414.12	13%
77213002	Prevent 1 Year Manual Cot 6085	\$	766.00 \$	666.42	13%
77213101	Protect 1 Year Manual Cot 6085	\$	274.00 \$	238.38	13%
77213102	Prevent 1 Year Manual Cot 6085	\$	476.00 \$	414.12	13%
77214001	Protect 2 Year Manual Cot 6085	\$	952.00 \$	828.24	13%
77214002	Prevent 2 Year Manual Cot 6085	\$	1,439.00 \$	1,251.93	13%
77215001	Protect 3 Year Manual Cot 6085	\$	1,285.00 \$	1,117.95	13%
77215002	Prevent 3 Year Manual Cot 6085	\$	1,943.00 \$	1,690.41	13%
77216001	Protect 4 Year Manual Cot 6085	\$	1,618.00 \$	1,407.66	13%
77216002	Prevent 4 Year Manual Cot 6085	\$	2,447.00 \$	2,128.89	13%
77217001	Protect 5 Year Manual Cot 6085	\$	1,903.00 \$	1,655.61	13%
77217002	Prevent 5 Year Manual Cot 6085	\$	2,879.00 \$	2,504.73	13%
77218001	Protect 6 Year Manual Cot 6085	\$	2,284.00 \$	1,987.08	13%
77218002	Prevent 6 Year Manual Cot 6085	\$	3,454.00 \$	3,004.98	13%
77300005	PM Only - Stair Chair 6252	\$	155.00 \$	134.85	13%
77300006	PLT - Stair Chair 6252	\$	172.00 \$	149.64	13%
77301001	Protect 1 Yr Stair Chair 6252	\$	235.00 \$	204.45	13%
77301002	Prevent 1 Yr Stair Chair 6252	\$	390.00 \$	339.30	13%
77301005	PM Only - Stair Chair 6253	\$	173.00 \$	150.51	13%
77301006	PLT - Stair Chair 6253	<b>\$</b>	167.00 \$	145.29	13%
77301105	MA ONLY - Stair Chair	<b>\$</b>	150.00 \$	130.50	13%
77302001	Protect 2 Yr Stair Chair 6252	<b>\$</b>	457.00 \$	397.59	13%
77302002	Prevent 2 Yr Stair Chair 6252	<b>♀</b>	603.00 \$	524.61	13%
77303001	Protect 3 Yr Stair Chair 6252	Ψ <b>¢</b>	600.00 \$	522.00	13%
77303001	Prevent 3 Yr Stair Chair 6252	Ψ <b>Q</b>	816.00 \$	709.92	13%
77304001	Protect 4 Yr Stair Chair 6252	<b>Q</b>	685.00 \$	595.95	13%
	Prevent 4 Yr Stair Chair 6252	Ψ •			
77304002 77305001		Φ •	976.00 \$	849.12 621.18	13%
77305001	Protect 5 Yr Stair Chair 6252	<b>Φ</b>	714.00 \$	621.18	13%
77305002	Prevent 5 Yr Stair Chair 6252	<b>Þ</b>	1,078.00 \$	937.86	13%
77306001	Protect 6 Yr Stair Chair 6252	\$	1,098.00 \$	955.26	13%
77306002	Prevent 6 Yr Stair Chair 6252	\$	1,178.00 \$	1,024.86	13%
77307001	Protect 1 Yr Stair Chair 6253	\$	150.00 \$	130.50	13%
77307002	Prevent 1 Yr Stair Chair 6253	\$	276.00 \$	240.12	13%
77307101	Protect 1 Yr Stair Chair 6253	\$	124.00 \$	107.88	13%
77307102	Prevent 1 Yr Stair Chair 6253	\$	229.00 \$	199.23	13%

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77308001	Protect 2 Yr Stair Chair 6253	\$	457.00 \$	397.59	13%
77308002	Prevent 2 Yr Stair Chair 6253	\$	759.00 \$	660.33	13%
77309001	Protect 3 Yr Stair Chair 6253	\$	617.00 \$	536.79	13%
77309002	Prevent 3 Yr Stair Chair 6253	\$	1,024.00 \$	890.88	13%
77310001	Protect 4 Yr Stair Chair 6253	\$	777.00 \$	675.99	13%
77310002	Prevent 4 Yr Stair Chair 6253	\$	1,288.00 \$	1,120.56	13%
77311001	Protect 5 Yr Stair Chair 6253	\$	915.00 \$	796.05	13%
77311002	Prevent 5 Yr Stair Chair 6253	\$	1,516.00 \$	1,318.92	13%
77312001	Protect 6 Yr Stair Chair 6253	Ψ e	1,098.00 \$	955.26	13%
		Φ			
77312002	Prevent 6 Yr Stair Chair 6253	\$	1,819.00 \$	1,582.53	13%
77400001	PM Only - Cot Fastener	\$	87.00 \$	75.69	13%
77401001	Protect - 1 Year Cot Fastener	\$	137.00 \$	119.19	13%
77401002	Prevent - 1 Year Cot Fastener	\$	226.00 \$	196.62	13%
77401101	Protect - 1 Year Cot Fastener	\$	87.00 \$	75.69	13%
77401102	Prevent - 1 Year Cot Fastener	\$	181.00 \$	157.47	13%
77402001	Protect - 2 Year Cot Fastener	\$	362.00 \$	314.94	13%
77402002	Prevent - 2 Year Cot Fastener	Ψ e		558.54	13%
		Φ	-		
77403001	Protect - 3 Year Cot Fastener	\$	488.00 \$	424.56	13%
77403002	Prevent - 3 Year Cot Fastener	\$	867.00 \$	754.29	13%
77404001	Protect - 4 Year Cot Fastener	\$	615.00 \$	535.05	13%
77404002	Prevent - 4 Year Cot Fastener	\$	1,090.00 \$	948.30	13%
77405001	Protect- 5 Year Cot Fastener	\$	723.00 \$	629.01	13%
77405002	Prevent - 5 Year Cot Fastener	\$	1,283.00 \$	1,116.21	13%
77406001	Protect - 6 Year Cot Fastener	¢	868.00 \$	755.16	13%
		Φ			
77406002	Prevent - 6 Year Cot Fastener	Φ	1,539.00 \$	1,338.93	13%
77500001	PM Only - Power Load	\$	464.00 \$	403.68	13%
77500101	MA ONLY - Fasteners	\$	464.00 \$	403.68	13%
77501001	Protect - 1 Year Power Load	\$	1,697.00 \$	1,476.39	13%
77501002	Prevent lyr Power Load	\$	2,019.00 \$	1,756.53	13%
77501101	Protect - 1 Year Power Load	\$	1,533.00 \$	1,333.71	13%
77501102	Prevent -lyr Power Load	\$	1,855.00 \$	1,613.85	13%
77502001	Protect - 2 Year Power Load	<b>Q</b>	3,711.00 \$	3,228.57	13%
		Φ			
77502002	Prevent 2yr Power Load	\$	4,639.00 \$	4,035.93	13%
77503001	Protect - 3 Year Power Load	\$	5,011.00 \$	4,359.57	13%
77503002	Prevent 3yr Power Load	\$	6,263.00 \$	5,448.81	13%
77504001	Protect - 4 Year Power Load	\$	6,309.00 \$	5,488.83	13%
77504002	Prevent 4yr Power Load	\$	7,887.00 \$	6,861.69	13%
77505001	Protect - 5 Year Power Load	\$	7,422.00 \$	6,457.14	13%
77505002	Prevent 5yr Power Load	\$	9,279.00 \$	8,072.73	13%
77506001	Protect - 6 Year Power Load	•	8,907.00 \$	7,749.09	13%
		φ		9,686.58	
77506002	Prevent 6yr Power Load	Φ	11,134.00 \$	•	13%
77601101	Protect+ 1 Year Power Load	\$	1,697.00 \$	1,476.39	13%
77601102	Prevent+ 1 Year Power Load	\$	2,019.00 \$	1,756.53	13%
77607101	EMS BATTERY SERVICE	\$	414.00 \$	360.18	13%
77701101	Power-LOAD Battery Cov (Pre19)	\$	233.00 \$	202.71	13%
78202007	CRASH INSPECTION - Expanded	\$	1,749.00 \$	1,521.63	13%
78202008	EMS CRASH INSPECTION - BASIC	\$	315.00 \$	274.05	13%
6254032001	ON-SITE TRAINING, ONE DAY	\$	13,783.00 \$	11,991.21	13%
7777101001		Φ	1,125.00 \$	978.75	13%
	Complete - 1 Year Power Cot	Φ			
7777103001	Complete - 3 Year Power Cot	\$	2,957.00 \$	2,572.59	13%
7777203001	Complete - 3 Year Manual Cot	\$	1,250.00 \$	1,087.50	13%
7777203002	Premium - 3 Year Manual Cot	\$	1,985.00 \$	1,726.95	13%
7777301102	GOLD 2-YEAR SERVICE CONTRACT	\$	557.00 \$	484.59	13%
7777301103	GOLD 3-YEAR SERVICE CONTRACT	\$	557.00 \$	484.59	13%
7777301104	GOLD 4-YEAR SERVICE CONTRACT	\$	557.00 \$	484.59	13%
7777301105	GOLD 5-YEAR SERVICE CONTRACT	\$	557.00 \$	484.59	13%
7777301202	SILVER 2-YEAR SERVICE CONTRACT	\$	419.00 \$	364.53	13%
7777301203	SILVER 3-YEAR SERVICE CONTRACT	φ	419.00 \$	364.53	13%
		Φ			
7777301204	SILVER 4-YEAR SERVICE CONTRACT	\$	419.00 \$	364.53	13%
7777301205	SILVER 5-YEAR SERVICE CONTRACT	\$	419.00 \$	364.53	13%
7777301302	PARTS 2-YEAR SERVICE CONTRACT	\$	140.00 \$	121.80	13%
7777301303	PARTS 3-YEAR SERVICE CONTRACT	\$	140.00 \$	121.80	13%
7777301304	PARTS 4-YEAR SERVICE CONTRACT	\$	140.00 \$	121.80	13%
7777301305	PARTS 5-YEAR SERVICE CONTRACT	\$	140.00 \$	121.80	13%
7777301501	PM 1-YEAR SERVICE CONTRACT	\$ \$	209.00 \$	181.83	13%
7777301502	PM 2-YEAR SERVICE CONTRACT	<b>Q</b>	209.00 \$	181.83	13%
7777301502	PM 3-YEAR SERVICE CONTRACT PM 3-YEAR SERVICE CONTRACT	Ψ •			13%
		<b>Þ</b>	209.00 \$	181.83	
7777301504	PM 4-YEAR SERVICE CONTRACT	\$	209.00 \$	181.83	13%
7777301505	PM 5-YEAR SERVICE CONTRACT	\$	209.00 \$	181.83	13%
7777302102	GOLD 2-YEAR SERVICE CONTRACT	\$	140.00 \$	121.80	13%
7777302103	GOLD 3-YEAR SERVICE CONTRACT	\$	140.00 \$	121.80	13%
7777302104	GOLD 4-YEAR SERVICE CONTRACT	\$	140.00 \$	121.80	13%
7777302105	GOLD 5-YEAR SERVICE CONTRACT	\$	140.00 \$	121.80	13%
7777302202	SILVER 2-YEAR SERVICE CONTRACT	\$	105.00 \$	91.35	13%
7777302203	SILVER 3-YEAR SERVICE CONTRACT	œ.	105.00 \$	91.35	13%
	SILVER 4-YEAR SERVICE CONTRACT	Ψ			
7777302204		Φ	105.00 \$	91.35	13%
7777302205	SILVER 5-YEAR SERVICE CONTRACT	\$	105.00 \$	91.35	13%
7777302302	PARTS 2-YEAR SERVICE CONTRACT	\$	71.00 \$	61.77	13%
7777302303	PARTS 3-YEAR SERVICE CONTRACT	\$	71.00 \$	61.77	13%
7777302304	PARTS 4-YEAR SERVICE CONTRACT	\$	71.00 \$	61.77	13%
7777302305	PARTS 5-YEAR SERVICE CONTRACT	\$	71.00 \$	61.77	13%
7777302501	PM 1-YEAR SERVICE CONTRACT	\$	119.00 \$	103.53	13%
7777302502	PM 2-YEAR SERVICE CONTRACT	\$	119.00 \$	103.53	13%
7777302503	PM 3-YEAR SERVICE CONTRACT	<b>\$</b>	119.00 \$	103.53	13%
7777302504	PM 4-YEAR SERVICE CONTRACT	ψ œ	119.00 \$	103.53	13%
		Ψ			
7777302505	PM 5-YEAR SERVICE CONTRACT	<b>5</b>	119.00 \$	103.53	13%
7777303102	GOLD 2-YEAR SERVICE CONTRACT	\$	140.00 \$	121.80	13%
7777303103	GOLD 3-YEAR SERVICE CONTRACT	\$	140.00 \$	121.80	13%
7777303104	GOLD 4-YEAR SERVICE CONTRACT	\$	209.00 \$	181.83	13%
7777303105	GOLD 5-YEAR SERVICE CONTRACT	\$	209.00 \$	181.83	13%

7777303202	SILVER 2-YEAR SERVICE CONTRACT	\$ 105.00	\$ 91.35	13%
7777303203	SILVER 3-YEAR SERVICE CONTRACT	\$ 105.00	\$ 91.35	13%
7777303204	SILVER 4-YEAR SERVICE CONTRACT	\$ 174.00	\$ 151.38	13%
7777303205	SILVER 5-YEAR SERVICE CONTRACT	\$ 174.00	\$ 151.38	13%
7777303302	PARTS 2-YEAR SERVICE CONTRACT	\$ 71.00	\$ 61.77	13%
7777303303	PARTS 3-YEAR SERVICE CONTRACT	\$ 71.00	\$ 61.77	13%
7777303304	PARTS 4-YEAR SERVICE CONTRACT	\$ 140.00	\$ 121.80	13%
7777303305	PARTS 5-YEAR SERVICE CONTRACT	\$ 140.00	\$ 121.80	13%
7777303501	PM 1-YEAR SERVICE CONTRACT	\$ 119.00	\$ 103.53	13%
7777303502	PM 2-YEAR SERVICE CONTRACT	\$ 119.00	\$ 103.53	13%
7777303503	PM 3-YEAR SERVICE CONTRACT	\$ 119.00	\$ 103.53	13%
7777303504	PM 4-YEAR SERVICE CONTRACT	\$ 119.00	\$ 103.53	13%
7777303505	PM 5-YEAR SERVICE CONTRACT	\$ 119.00	\$ 103.53	13%
7777500002	PM Only - Power Cot w./ Load	\$ 522.00	\$ 454.14	13%
7777601001	SERV CONT: COMPlyrPWR LOAD 6506	\$ 2,605.00	\$ 2,266.35	13%
7777601002	Premium - 1 yr.P/L w/ new cot	\$ 2,605.00	\$ 2,266.35	13%
7777602001	SERV CONT:COMP2yrPWR LOAD 6506	\$ 4,166.00	\$ 3,624.42	13%
7777602002	Premium - 2 yr.P/L w/ new cot	\$ 5,208.00	\$ 4,530.96	13%
7777603001	SERV CONT:COMP3yrPWR LOAD 6506	\$ 5,466.00	\$ 4,755.42	13%
7777603002	Premium - 3 yr.P/L w/ new cot	\$ 7,029.00	\$ 6,115.23	13%
7777604001	SERV CONT:COMP4yrPWR LOAD 6506	\$ 6,249.00	\$ 5,436.63	13%
7777604002	Premium - 4 yr.P/L w/ new cot	\$ 8,333.00	\$ 7,249.71	13%
7777605001	SERV CONT:COMP5yrPWR LOAD 6506	\$ 6,508.00	\$ 5,661.96	13%
7777605002	Premium - 5 yr.P/L w/ new cot	\$ 9,115.00	\$ 7,930.05	13%
7777606001	SERV CONT:COMP6yrPWR LOAD 6506	\$ 7,809.00	\$ 6,793.83	13%
7777606002	Premium - 6 yr.P/L w/ new cot	\$ 10,937.00	\$ 9,515.19	13%
7777701001	SERV CONT:COMP1yrPWR LOAD 6500	\$ 2,084.00	\$ 1,813.08	13%
7777701002	Premium - 1 yr.P/L w/ cot	\$ 2,605.00	\$ 2,266.35	13%
7777702001	SERV CONT:COMP2yrPWR LOAD 6500	\$ 4,166.00	\$ 3,624.42	13%
7777702002	Premium - 2 yr.P/L w/ cot	\$ 5,208.00	\$ 4,530.96	13%
7777703001	SERV CONT:COMP3yrPWR LOAD 6500	\$ 5,466.00	\$ 4,755.42	13%
7777703002	Premium - 3 yr.P/L w/ cot	\$ 7,029.00	\$ 6,115.23	13%
7777704001	SERV CONT:COMP4yrPWR LOAD 6500	\$ 6,249.00	5,436.63	13%
7777704002	Premium - 4 yr.P/L w/ cot	\$ 8,333.00	\$ 7,249.71	13%
7777705001	SERV CONT:COMP5yrPWR LOAD 6500	\$ 6,508.00	\$ 5,661.96	13%
7777705002	Premium - 5 yr.P/L w/ cot	\$ 9,115.00	7,930.05	13%
7777706001	SERV CONT:COMP6yrPWR LOAD 6500	\$ 7,809.00	\$ 6,793.83	13%
7777706002	Premium - 6 yr.P/L w/ cot	\$ 9,742.00	\$ 8,475.54	13%
7777881661	2 YEAR PLT Warranty	\$ 497.00	\$ 432.39	13%







#### **AGREEMENT**

This Agreement is effective July 1, 2019, by and between Eagle County Paramedic Services (the "Principal Procurement Agency"), Public Safety Association Inc (the "Company") and Stryker (the "Supplier").

#### **RECITALS**

- A. The Company, on behalf of the Principal Procurement Agency, issued a Request for Bid for Stretchers and Power Cots, RFB #2019-05 ("RFB"), soliciting bids for the supply and support of stretchers and power cots.
- B. Supplier duly submitted proposal in response to the RFB ("RFB Response"), which outlines Supplier's agreement to or exceptions with the RFB.
- C. The Principal Procurement Agency, Company and Supplier have negotiated certain amendments or exceptions to the RFB and RFB Response, and desire to enter into this Agreement with the intent of memorializing the final terms of the parties' agreement.

#### **AGREEMENT**

In consideration of the provisions, representations, warranties, covenants and agreements contained in this Agreement, the parties agree to the terms set forth in this Agreement.

- 1. <u>Agreement:</u> The parties agree that this Agreement, together with the RFB, the Notice to Bidders dated and published on May 16, 2019 and May 23, 2019, the RFB Response, together with all documents specifically referred to therein, as gathered and compiled in that certain binder entitled "Eagle County Paramedic Services, Public Safety Association Inc and Stryker." attached hereto (together, all such documents shall be referred to herein as the "Contract Documents"), shall constitute the binding agreement between the Principal Procurement Agency, Company and Supplier for Supplier's provision of products and services to the Company pursuant to the terms therein.
- 2. <u>Entire Agreement:</u> The parties agree that this Agreement, together with the Contract Documents, represent the only agreement among the parties concerning the subject matter thereof and supersedes all prior agreements, whether written or oral, relating thereto.
- 3. Modifications: No purported amendment, modification or waiver of any provision in the Agreement and the Contract Documents shall be binding unless set forth in a written document signed by all parties (in case of amendment and modifications) or by the party charged thereby (in the case of waivers). Any waiver shall be limited to the provision hereof and the circumstance or event specifically made subject hereto and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on July 1, 2019.

Eagle County Paramedic Services (the "Principal Procurement Agency")

By:

Printed Name: Christopher A. Montera

Its: Chief Executive Officer

Public Safety Association Inc (the "Company")

By: Dan Kmazer

Printed: Dane Meyer

Its: President

(the "Supplier"

 $\mathbf{R}\mathbf{v}$ 

Printed Name: Brian Mendonca

Its: Senior Director of Finance







#### **AGREEMENT - Extension**

This contract extension is effective August 1, 2021, by and between Eagle County Paramedic Services (the "Principal Procurement Agency") and Public Safety Association Inc (the "Company" and Stryker (the Supplier").

The Principal Procurement Agency employs its option to extend the existing stretchers and power cots contract, RFB #2019-05 with Supplier for a 24-month period commencing July 1, 2022 and concluding June 30, 2024.

The parties agree that this Notice of Contract Extension, together with the previous contract documents shall constitute the binding agreement between the Company and Supplier for Supplier's provision of products and services to the Company pursuant to the terms therein.

IN WITNESS WHEREOF, the parties have caused this Notice of Contract Extension to be executed on August 1, 2021.

**Eagle County Paramedic Services** (the "Principal Procurement Agency")

By:

Printed Name: Christopher A. Montera

Its: Chief Executive Officer

**Public Safety Association Inc** 

(the "Company")

By: Dan Kmazer

Printed: Dane Meyer Its: President

**Stryker** (the "Supplier")

By:

Printed Name: Jennifer Collins

Its: Manager, Strategic Contracts & Pricing



Public Safety Association, Inc.

**SAVVIK Buying Group** 

56 33rd Ave S, PMB 344

St Cloud, MN 56301

Attn: Mickey Schulte

RE: Products Available Per Contract

Dear Mr. Schulte:

Stryker would like to ensure that the following items are available to Savvik members per our existing Contract at the reflected pricing through the calendar year of 2022.

		Savv	ik Member
Part Number	Product Description		Pricing
71061T	Power-Pro Prevent Service	\$	1,358.00
76011PT	Power-Load Prevent Service	\$	1,783.00
77100003	Cot Upgrade or Install	\$	332.00
73071PT	Stair Chair Prevent Service	\$	243.00
6252040000	Head Support Option	\$	79.17
41577-000288	LP15 Ship Kit	Includ	ed w/Device
11996-000471	Assembly, Gateway, 4G Multitech	\$	1,224.55
11600-000030	Code-Stat 11 Data Review Seat	\$	1,224.55
78000172	Code-State Maintenance Subscription 3 years	\$	1,590.06
78000168	Kore Data Plan - Verizon	\$	292.57
78000171	Lifenet Asset (Per Device)	\$	49.90
1			

Please contact Ted Harris is you have any questions. Thank you for your ongoing partnership and support! Happy New Year!

Sincerely,

Jennifer N. Collins

Manager, Strategic Pricing and Contracts

Ad #: 0000417975-01

Customer: PUBLIC SAFELTY ASSOCIATION, INC,

Your account number is: 10021217

### PROOF OF PUBLICATION EAGLE VALLEY ENTERPRISE

#### STATE OF COLORADO COUNTY OF EAGLE

I, Pam Boyd, do solemnly swear that I am General Manager of the EAGLE VALLEY ENTERPRISE, that the same weekly newspaper printed, in whole or in part and published in the County of Eagle, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Eagle for a period of more than fifty-two consecutive weeks next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as a periodical under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of 2 insertions; and that the first publication of said notice was in the issue of said newspaper dated 5/16/2019 and that the last publication of said notice was dated 5/23/2019 in the issue of said newspaper.

In witness whereof, I have here unto set my hand this day, 7/1/2019.

Pan Bord

Pam Boyd, General Manager

Subscribed and sworn to before me, a notary public in and for the County of Eagle, State of Colorado this day 7/1/2019.

Samela J. Schult

Pamela J. Schultz, Notary Public
My Commission Expires: November 1, 2019

PAMELA J. SCHULTZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19994030875

#### NOTICE

receive in referby given inters sealed case with the Poet Cots on behalf of the Public Safety Association Inc. o'C Eagle County Paramedic Sarvices. To chair a copy of the Request for Bids (RFP) please contact Cirdy Sobania at 1-855-795-177 or send an e-mail request to dried gapticstative or send an e-mail request to dried gapticstative of the County Paramedic Services. 2600 7Th Stree Nuttl, SI Chout, MN 35000, junis to 11:00 AI COUNTY Paramedic Services, 2600 7Th Stree Nuttl, SI Chout, MN 35000, junis to 11:00 AI CST on Priday, June 29, 20:00 The Stree Nuttl, SI Chout, MN 35000, junis to 11:00 AI CST on Priday, June 29, 20:00 The Stree Nuttl, SI Chout, MN 35000, junis to 11:00 AI CST on Priday, June 29, 20:00 The Stree Nuttl, SI Chout, MN 35000, junis to 11:00 AI CST on Priday, June 29, 20:00 The Stree Nuttl, SI Chout, MN 35000, junis to 11:00 AI CST on Priday, June 29, 20:00 The Street Nuttl, SI Chout, MN 35000, junis to 11:00 AI CST on Priday, June 29, 20:00 The Street Nuttl, SI Chout, MN 35000, junis to 11:00 AI CST on Priday June 29, 20:00 The STREET Nuttl, SI Chout, MN 35000, junis to 11:00 AI CST on Priday June 29, 20:00 The STREET Nuttl, SI Chout, MN 35000, junis to 11:00 AI CST on Priday June 29, 20:00 The STREET Nuttl, SI Chout, MN 35000, junis to 10:00 AI CST on Priday June 29, 20:00 The STREET Nuttl, SI CST on Priday June 29, 20:00 The STREET Nuttl, SI CST on Priday June 29, 20:00 The STREET Nuttl, SI CST on Priday June 29, 20:00 The STREET Nuttl, SI CST on Priday June 29, 20:00 The STREET Nuttl, SI CST on Priday June 29, 20:00 The STREET Nuttl, SI CST on Priday June 29, 20:00 The STREET Nuttl, SI CST on Priday June 29, 20:00 The STREET Nuttl, SI CST on Priday June 29, 20:00 The STREET Nuttl, SI CST on Priday June 29, 20:00 The STREET Nuttl, SI CST on Priday June 29, 20:00 The STREET Nuttl, SI CST on Priday June 29, 20:00 The STREET Nuttl, SI CST on Priday June 29, 20:00 The STREET Nuttl, SI CST on Priday June 29, 20:00 The STREET Nuttl, SI CST on Priday June 29, 20:00 The STREET Nuttl, SI CST on Pri

Published in the Eagle Valley Enterprise on May 16 and 23, 2019. 0000417975

Item 37.







# Eagle County Health Service District, dba Eagle County Paramedic Services Public Safety Association Inc. North Central EMS Corporation, dba Savvik Buying Group

#### To Whom It May Concern:

Eagle County Health Service District a quasi-municipal corporation and political subdivision of the State of Colorado d/b/a Eagle County Paramedic Services solicits public cooperative bids for use by Eagle County and shared with other public agencies in Colorado and around the United States.

These public cooperative contracts are then marketed and managed exclusively through the Public Safety Association Inc. (PSAI) and Savvik Buying Group nationwide.

#### Conflicts of Interest

The term "conflict of interest" describes any circumstance that would cast doubt on an employee's ability to act with complete objectivity with regard to the District's interests. The District wants our employees not only to be loyal to the District, but wants that loyalty to come easily and free from any conflicting interest. Consequently, each employee has a duty to avoid financial, business or other relationships which might be opposed to the interest of the District or might cause a conflict with the performance of their duties. Employees should conduct themselves in a manner that avoids even the appearance of conflict between their personal interest and those of the District. A conflict of interest situation may arise in a number of ways. Examples include the following:

- Employment by a competitor, regardless of the nature of the employment, while employed by the District.
- Acceptance of gifts, payments, or services, beyond standard business courtesies, from those seeking to do business with the
  District.
- Placement of business with a firm owned or controlled by an employee or his/her family.
- Ownership of or substantial interest in a District which is a competitor or supplier.
- Acting as a consultant to a customer or supplier.

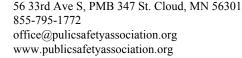
Apparent conflicts of interest can easily arise. Any employee who feels that he or she may have a conflict of interest situation, either actual or potential, should report the matter to his or her supervisor. It is the responsibility of the supervisor to ensure that a Manager is made aware of any such report.

#### Problem/Conflict Resolution

The District has a continuing goal of maintaining a work environment where problems and misunderstandings concerning work will be minimal. When a problem or misunderstanding does arise, employees are urged to follow steps below in the prescribed order. If the employee is uncomfortable following the steps below, or is unable to resolve the issue, they may contact Human Resources at any time.

- An individual having a problem shall first attempt to discuss it with the parties involved. The vast majority of conflicts can be
  resolved in this manner.
- If the matter is not satisfactorily resolved at step one, the employee shall discuss it with his/her immediate supervisor.
- If the matter is not satisfactorily resolved at step two, the employee may sign a written statement and present it to the appropriate manager or the CEO/COO/CFO.
- The CEO has final say in all problem resolution matters.







1055 Edwards Village Blvd Edwards CO, 81632 970-926-5270 https://eaglecountyparamedics.com



56 33rd Ave S, PMB 344, St. Cloud, MN 56301 888-603-4426 320-295-7098 (fax) office@savvik.org www.savvik.com







Item 37.

#### EAGLE COUNTY HEALTH SERVICE DISTRICT - COOPERATIVE PURCHASING AGREEMENT

#### MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register by form or electronically with Eagle County Health Service District, dba Eagle County Paramedic Services ("Eagle County"), Public Safety Association Inc and managed by the North Central EMS Corporation, dba Savvik Buying Group or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products"):

WHEREAS. Master Agreements are made available by Principal Procurement Agencies through Eagle County and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

- 1. That each party will facilitate the cooperative procurement of Products.
- 2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
- 3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
- 4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
- 5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
- 6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
- The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring 7. party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
- This agreement shall remain in effect until termination by a party giving 30 days written notice to the other 8. party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination. Participating Public Agency is not required or obligated to any purchase threshold in order to use Eagle County contracts. Contract is at will.
- 9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

Signed		Printed Name _			
Title		Date			
Agency Name		Phon	e		
Address	City		State	ZIP	
Public Safety Association Inc Signature			Date		252







Eagle County Health Service District, dba Eagle County Paramedic Services **Public Safety Association Inc.** North Central EMS Corporation, dba Savvik Buying Group

#### To Whom It May Concern:

Eagle County Health Service District a quasi-municipal corporation and political subdivision of the State of Colorado d/b/a Eagle County Paramedic Services solicits public cooperative bids for use by Eagle County and shared with other public agencies in Colorado and around the United States.

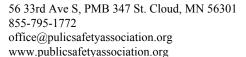
These public cooperative contracts are then marketed and managed exclusively through the Public Safety Association Inc. (PSAI) and Savvik Buying Group nationwide.

Colorado law allows Eagle County to bid products and services through cooperative contracts only if Eagle County complies with competitive bidding procedures when awarding those contracts. See Colorado Stat. §24-110-101. Eagle County may also award contracts to more than one vendor, provided that the effects of competition are maintained when awarding the contracts See Colorado Stat. §24-110-102.

Specifically, the Eagle County process includes:

- 1. At least 30 days before a bid submission deadline, PSAI on behalf of Eagle County advertises the request for bids.
  - a. (RFB). The notice states the basic facts regarding the RFB, including where to obtain RFB documents.
- 2. Sealed bids must arrive at the designated location on a specific date and time selected by Eagle County in accordance with the 30-day period after the first publication in the local newspaper.
- A public bid opening is conducted by Eagle County and PSAI.
- 4. A committee reviews the bids and selects the lowest responsible and responsive bids for awards.
- The bid review committee recommends one or more bids for approval and awards contract(s)
- If you have any further questions, please contact the PSAI office below.











stryker-					
PSAI RFB#2019-05 Stretch	ers and Power Cots				
ITEM	DESCRIPTION	LIST_2022	20	)22 Savvik Contract P	Discount
6060160010	EMS DOMESTIC RESTRAINT PACKAGE	275.00	\$	239.25	13%
6060202000	COT HEIGHT LIMITING ASSY	95.00	\$	82.65	13%
6070140000	PERM. F/E OXYGEN BOTTLE HOLDER	234.00	\$	203.58	13%
6080140000	REMOVABLE OXYGEN BOTTLE HOLDER	239.00	\$	207.93	13%
6080150010	MX-PRO BASE STORAGE NET	253.00	\$	220.11	13%
6080210010	IV POLE ASSY 2-STAGE RIGHT	350.00	\$	304.50	13%
6080210010	IV POLE ASSY 2-STAGE RIGHT	350.00	\$	304.50	13%
6080211010	IV POLE ASSY 3-STAGE RIGHT	446.00	\$	388.02	13%
			\$		
6080216010	IV POLE ASSY 3-STAGE LEFT	446.00	\$	388.02	13%
6080955000	PULL HANDLE OPTION	175.00		152.25	13%
6080999001	ERGONOMIC PACKAGE	270.00	\$	234.90	13%
6082000000	MX-PRO R-3 AMBULANCE COT	6,929.00	\$	6,028.23	13%
6082128000	RIGID H/E STORAGE TRAY OPTION	91.00	\$	79.17	13%
6082128010	MX HE POCKETED STORAGE POUCH	307.00	\$	267.09	13%
6082128012	MX HE FLAT STORAGE POUCH	179.00	\$	155.73	13%
6082140000	PERM. H/E OXYGEN BOTTLE HOLDER	238.00	\$	207.06	13%
6082150015	BASE STORAGE TRAY OPTION	232.00	\$	201.84	13%
6082160050	BELT EXTENSION UP TO 36	37.00	\$	32.19	13%
6082170000	6082 DEFIBRILLATOR PLATFORM	583.00	\$	507.21	13%
6082190000	DUAL RET POST W/BASE PROTECTRS	115.00	\$	100.05	13%
6082203000	EXTENDED HEIGHT OPTION	211.00	\$	183.57	13%
6082502010	DUAL WHEEL LOCK OPTION	139.00	\$	120.93	13%
6082503010	DUAL DIAGONAL WHEEL LOCK OPT	308.00	\$	267.96	13%
6082504010	FOUR WHEEL LOCK OPTION	400.00	\$	348.00	13%
6083000000	6083 AMBULANCE COT	9,732.00	\$	8,466.84	13%
6083001202	HEAD END STORAGE POUCH	233.00	\$	202.71	13%
6083027000	BASE STORAGE TRAY OPTION	246.00	\$	214.02	13%
6083032000	2 STAGE PATIENT RT OPTION	350.00	\$	304.50	13%
6083034000	3 STAGE PATIENT RT OPTION	445.00	\$	387.15	13%
6083035000	3 STAGE PATIENT LT OPTION	446.00	\$	388.02	13%
6083038000	PATIENT SECURITY STRAP OPTION	82.00	\$	71.34	13%
6083039000	TOW PACKAGE OPTION	517.00	\$	449.79	13%
6083040000	PUSH AND PULL HANDLE OPTION	1,124.00	\$	977.88	13%
6083041000	SIDE LIFT HANDLE OPTION	511.00	\$	444.57	13%
6085032000	KNEE-GATCH OPTION	1,033.00	\$	898.71	13%
6085034000	DUAL COT RETAINING POST OPTION	275.00	\$	239.25	13%
6085035000	HEAD END STORAGE FLAT OPTION	171.00	\$	148.77	13%
6085046000	RETRCTBLE HDSCTN O2 HLDR OPTN	216.00	\$	187.92	13%
6086000000	PERFORMANCE PRO AMBULANCE COT	8,857.00	\$	7,705.59	13%
6086032000	XPS OPTION	2,421.00	\$	2,106.27	13%
6086034001	6086 PERFORMANCE-LOAD OPTION		\$		13%
6086055000		1,165.00	\$	1,013.55	13%
	POWERLOAD COMPATIBLE OPTION	1,380.00		1,200.60	
6091300010	PEDI-MATE RESTRAINT PACKAGE	58.00	\$	50.46	13%
6100010000	INT. HEAD END RETRAC, LIFT HND	337.00	\$	293.19	13%
6100014000	F/E COT RETAINING POST OPTION	207.00	\$	180.09	13%
6100015000	FT END RETAINING LOOP	88.00	\$	76.56	13%

6100041010       PREMIUM BOLSTER MATTRESS       658.00 \$         6100042000       DIN LCK DOWN PINS M-1 WORLDCOT       60.00 \$         6100044000       HEAD EXTENSION OPTION       681.00 \$         6100115000       IV POLE ASSY 3-STAGE RH OPTION       425.00 \$	39.15 665.55 572.46 52.20	13% 13% 13%
6100041010       PREMIUM BOLSTER MATTRESS       658.00 \$         6100042000       DIN LCK DOWN PINS M-1 WORLDCOT       60.00 \$         6100044000       HEAD EXTENSION OPTION       681.00 \$         6100115000       IV POLE ASSY 3-STAGE RH OPTION       425.00 \$	572.46	
6100042000       DIN LCK DOWN PINS M-1 WORLDCOT       60.00       \$         6100044000       HEAD EXTENSION OPTION       681.00       \$         6100115000       IV POLE ASSY 3-STAGE RH OPTION       425.00       \$		13%
6100044000   HEAD EXTENSION OPTION   681.00   \$   6100115000   IV POLE ASSY 3-STAGE RH OPTION   425.00   \$	52 20	
6100115000 IV POLE ASSY 3-STAGE RH OPTION 425.00 \$	32.20	13%
· · · · · · · · · · · · · · · · · · ·	592.47	13%
	369.75	13%
6100116000 IV POLE ASSY 3-STAGE LH OPTION 446.00 \$	388.02	13%
6100170000 M1 DEFIBRILLATOR PLATFORM 583.00 \$	507.21	13%
6100999999 BOXED SEPARATE (BASE) (LITTER) 307.00 \$	267.09	13%
6250025000 EXTENDED LOWER LIFT HANDLE OPT 345.00 \$	300.15	13%
6250140000 ELASTIC O2 HOLDER OPTION 182.00 \$	158.34	13%
6250161000 NON-ABSORBANT RESTRAINT OPTION 143.00 \$	124.41	13%
6250162000 PLYSTR RSTRNT METAL BKL OPTION 31.00 \$	26.97	13%
	518.33	13%
	147.90	13%
	293.19	13%
	293.19	13%
6252040000 HEAD SUPPORT OPTION 91.00 \$	79.17	13%
	180.96	13%
	722.73	13%
	581.21	13%
	307.11	13%
	135.72	13%
6254050000 BRACKET OPTION 31.00 \$	26.97	13%
	189.66	13%
	465.45	13%
	75.69	13%
	315.81	13%
	315.81	13%
	491.55	13%
	303.63	13%
	559.04	13%
· · · · · · · · · · · · · · · · · · · ·	559.04	13%
	554.19	13%
·	869.13	13%
	332.34	13%
	729.56	13%
	538.66	13%
	820.54	13%
	363.17	13%
6388000000 TL FASTENER,255MM FLOOR TRACK 6,295.00 \$ 5,4	476.65	13%
6389000000 COT FASTENER,300MM FLOOR TRACK 3,593.00 \$ 3,593.00	125.91	13%
6390000000 POWER LOAD 27,834.00 \$ 24,5	215.58	13%
6390027000 WHEEL GUIDE OPTION 457.00 \$	397.59	13%
6390028000 UNIVERSAL FLOORPLATE OPTION 1,028.00 \$	894.36	13%
639005550001 MTS POWER LOAD 28,862.00 \$ 25,	109.94	13%
639005550003 MTS PWLD EXCLUDES FLOOR PLATE 27,834.00 \$ 24,5	215.58	13%
	368.88	13%
	670.77	13%
	326.25	13%
	067.75	13%

6392000002	PERFORMANCELOAD W/PLATE	3,210.00	\$ 2,792.70	13%
6392000003	PERFORMANCELOAD W/CHARGE	5,825.00	\$ 5,067.75	13%
6392000004	PERFORMANCELOAD	3,210.00	\$ 2,792.70	13%
6393000000	PERF-LOAD MASS CAS FASTENER	3.00	\$ 2.61	13%
6393001001	ANTLER OPTION	589.00	\$ 512.43	13%
6393001002	NO ANTLER OPTION	121.00	\$ 105.27	13%
6393002001	PERF-LD MASS CAS WALL MNT ASSY	402.00	\$ 349.74	13%
6393002002	PERF-LD MASS CAS FLR MNT ASSY	500.00	\$ 435.00	13%
6500001431	COBALTBLUE X-RESTRAINT PACKAGE	411.00	\$ 357.57	13%
6500033000	SMRT BATTERY PACK OPTION	525.00	\$ 456.75	13%
6500034000	SMRT CHARGER MOUNTING BRKT OPT	43.00	\$ 37.41	13%
6500035000	SMRT 12V DC CABLE OPTION	43.00	\$ 37.41	13%
6500038000	SMRT SYSTEM-120V AC, 12V DC	1,505.00	\$ 1,309.35	13%
6500082000	KNEE GATCH/TRENDELENBURG	938.00	\$ 816.06	13%
6500128000	H/E STORAGE FLAT OPTION	171.00	\$ 148.77	13%
6500130000	BACKREST STORAGE POUCH OPTION	321.00	\$ 279.27	13%
6500147000	EQUIPMENT HOOK OPTION	62.00	\$ 53.94	13%
6500160000	BASE STORAGE NET OPTION	241.00	\$ 209.67	13%
6500240000	O2 BOTTLE HOLDER OPTION F/E	217.00	\$ 188.79	13%
6500241000	FOWLER O2 BOTTLE HOLDER OPTION	307.00	\$ 267.09	13%
6500310000	2 STAGE IV POLE PR OPTION	336.00	\$ 292.32	13%
6500311000	2 STAGE IV POLE PL OPTION	336.00	\$ 292.32	13%
6500312000	2 STAGE IV POLE DUAL OPTION	672.00	\$ 584.64	13%
6500315000	3 STAGE IV POLE PR OPTION	428.00	\$ 372.36	13%
6500316000	3 STAGE IV POLE PL OPTION	428.00	\$ 372.36	13%
6500317000	3 STAGE IV POLE DUAL OPTION	857.00	\$ 745.59	13%
6506000000	POWER PRO AMBULANCE COT	18,682.00	\$ 16,253.34	13%
6506003130	KNEE GATCH BOLS MATT GREY, XPS	645.00	\$ 561.15	13%
6506034001	6506 PERFORMANCE-LOAD OPTION	1,495.00	\$ 1,300.65	13%
6506034002	6506 PWR-LOAD/PERF-LOAD OPTION	2,344.00	\$ 2,039.28	13%
6506034002	STEER LOCK OPTION	901.00	\$ 783.87	13%
6506040000	XPS OPTION	2,351.00	\$ 2,045.37	13%
650605550001	6506 MTS PWRPRO COT LOW CONFIG	19,618.00	\$ 17,067.66	13%
650605550002	6506 MTS PWRPRO COT MID CONFIG	24,619.00	\$ 21,418.53	13%
650605550002	6506 MTS PWRPRO COT HIGH CNFIG	26,458.00	\$ 23,018.46	13%
6506127000	POWER LOAD COMPATIBLE OPTION	1,991.00	\$ 1,732.17	13%
6506170000	DEFIB PLATFORM OPTION	559.00	\$ 486.33	13%
6510039000	LITTER EXTENSION OPTION	367.00	\$ 319.29	13%
6516000000	POWER PRO IT AMBULANCE COT	23,008.00	\$ 20,016.96	13%
6516031000	HEAD END RIGID PUSH BAR OPTION		\$ ,	13%
		671.00	\$ 583.77	13%
6516034001	6516 PERFORMANCE-LOAD OPTION	1,540.00	 1,339.80	
6516034002	6516 PWR-LOAD/PERF-LOAD OPTION	2,415.00	\$ 2,101.05	13%
6516040000	FOOT END RIGID PUSH BAR OPTION	671.00	\$ 583.77	13%
6516144000	POWER LOAD COMPATIBLE OPTION	2,051.00	\$ 1,784.37	13%
6550001084	KNEE GATCH BOLSTER MATTRESS	344.00	\$ 299.28	13%
6550001295	FLAT KNEE GATCH MATTRESS	676.00	\$ 588.12	13%
6550031000	XPS OPTION	2,421.00	\$ 2,106.27	13%
6550040000	PUSH BAR OPTION	1,117.00	\$ 971.79	13%
6550150000	TL O2 BOTTLE HOLDER OPTION	562.00	\$ 488.94	13%
6550310000	2 STAGE IV POLE, PR, TL	336.00	\$ 292.32	13%
6550311000	2 STAGE IV POLE, PL, TL	336.00	\$ 292.32	13%

6550315000	3 STAGE IV POLE, PR, TL	428.00	\$ 372.36	13%
6550316000	3 STAGE IV POLE, PL, TL	428.00	\$ 372.36	13%
6550501000	FOUR WHEEL LOCK OPTION	96.00	\$ 83.52	13%
6550615000	INTERNATIONAL OPTION	162.00	\$ 140.94	13%
7777881661	2 YEAR PLT Warranty	476.00	\$ 414.12	13%
6507055550001	Power Pro 2, High Configuration	31,900.00	\$ 27,753.00	13%
6507055550002	Power Pro 2, Mid Configuration	30,000.00	\$ 26,100.00	13%
650705550001	MTS Power Pro 2, High Configuration	31,900.00	\$ 27,753.00	13%
650705550002	MTS Power Pro 2, Mid Configuration	30,000.00	\$ 26,100.00	13%
650707000002	Battery	900.00	\$ 783.00	13%
650700450301	Charger	1,288.00	\$ 1,120.56	13%
650700450102	AC Power Cord	12.00	\$ 10.44	13%