Duncanville City Council Meeting Agenda

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

Tuesday, February 6, 2024
6:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session
or immediately following the 6:00 pm Work Session/Briefing

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

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

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

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

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person, broadcast by website and social media channels, and by video conference at 6:00 pm on Tuesday, February 6, 2024 in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

Due to limited seating in council chambers, persons or participants may participate by live broadcast via Swagit in order to maintain safe social distance as provided in this notice.

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

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

- Submit a comment by 4:00 p.m. on Tuesday, February 6, 2024.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, February 6, 2024
- First Name, Last Name, and Address

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WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

A. Council to receive a presentation from iChoosr regarding their Texas Solar Switch and Texas Power Switch programs. 7 - 17

Texas Solar and Power Switch

B. Council to discuss and deliberate proposed amendments to the Rules of Procedure. 18 - 39

Council's Rules of Procedure

C. Finance Department to provide Council with an update on the progress of completing the FY22 audit. 40

Update on the FY2022 Audit

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter pursuant to Section 551.071 of the Texas Government Code; and, Financial and Security Audit pursuant to Section 551.076 of the Texas Government Code to seek legal advice from the City Attorney and Special Legal Counsel on the same topic. 41 - 43

Executive Session

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

CALL TO ORDER
INVOCATION - Pastor Wayne Putnam of Trinity Church of Nazarene
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

None

3. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. In keeping with the City Council's Rules of Procedure adopted on October 18, 2022, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

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

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

4. CONSENT AGENDA

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

A.	Consider the Minutes for the January 9, 2024 City Council Regular Meeting. City Council - 09 Jan 2024 - Minutes	44 - 48
B.	Council to consider a resolution confirming the City Manager's appointment of Matthew Stogner as the Interim Police Chief. Confirmation of Interim Police Chief Appointment	49 - 51
C.	Consider a Resolution approving a five (5) year contract with Lexipol for annual policy management, daily training bulletins, accreditation workbench, and the online PoliceOne Academy training platform in an amount not to exceed $124,960.21. Lexipol	52 - 68
D.	Consider a Resolution approving a five (5) year contract with Flock, Inc. for the maintenance and monitoring of automated license plate recognition (ALPR) cameras in an amount not to exceed $75,000.00. Flock	69 - 106
E.	Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with RDO Equipment Co. for the purchase of a John Deere backhoe through Sourcewell 011723-JDC in the expenditure amount of $147,220.00. John Deere Backhoe Purchase	107 - 142

F. Consider a Resolution authorizing a final contract renewal with Micro Systems via sole source procurement for the continuation of repairs and maintenance of the existing SCADA system for the water and wastewater system in an amount not to exceed $30,000.00. 143 - 147

Micro Systems

G. Consider a Resolution authorizing an agreement with Macaulay Controls Company for preventative maintenance, calibrations, and as-needed repairs to the City's chemical injection equipment installed at city-owned water storage facilities via sole source procurement for a one-year term, with the option to renew up to four additional one-year terms for a total contract not to exceed five years, in an estimated annual amount of $20,000.00 for fiscal years 24 through 28, for a total contract amount not to exceed $100,000.00, subject to the exercise of a contract renewal and City Council appropriation. 148 - 158

Macaulay Controls Company Agreement

H. Consider a Resolution awarding a bid and authorizing a contract with Southwest International Trucks, Inc. for the purchase of fleet parts and the repair of International vehicles through BuyBoard Contract 723-23 for a one-year term, with the option to renew for up to four additional one-year terms, in an estimated total contract amount not to exceed $120,000.00, subject to the exercise of a contract renewal and City Council appropriation. 159 - 165

Southwest International Trucks, Inc. Contract

I. Consider a Resolution awarding a bid and authorizing a contract with Mac Haik Ford for the purchase of fleet parts and Ford vehicle repair services through Sourcewell Contract 101520-FMC for a one-year term, with the option to renew up to four additional one-year terms, for a total contract not to exceed five years, in an estimated FY24 amount of $66,000.00, an estimated FY25 amount of $69,300.00, an estimated FY26 amount of $72,600.00, an estimated FY27 amount of $75,900.00, and an estimated FY28 amount of $79,200.00, for a total contract amount not to exceed $363,000.00, subject to the exercise of a renewal and Council appropriation. 166 - 171

Mac Haik Ford Contract

J. Consider a Resolution awarding a bid and authorizing a contract with Chuck Fairbanks Chevrolet for the purchase of fleet parts and the repair of Chevrolet vehicles through Sourcewell Contract 101520-GNL for a one-year term, with the option to renew for up to four additional one-year terms, for a total contract not to exceed five years, in an estimated total contract amount not to exceed $330,000.00, subject to the exercise of a contract renewal and City Council appropriation. 172 - 192

Chuck Fairbanks Chevrolet Contract

K. Consider a Resolution awarding a bid and authorizing a contract with Associated Supply Co., Inc. for the purchase of equipment parts and the repair of Case equipment through BuyBoard Contract 685-22 for a one-year term, with the option to renew up to four additional one-year terms, in an estimated contract amount not to exceed $275,000.00, subject to the exercise of a contract renewal and City Council appropriation. 193 - 198

Associated Supply Co., Inc. Contract

L. Consider a Resolution awarding RFB 23-0008 Softwood Drive Sanitary Sewer Aerial Crossing Repair construction project to Texas Standard Construction Ltd. through the City's competitive bid process, with a contract amount of $1,339,121.10 and an additional appropriation of $133,912.11 as a project contingency for a total amount not to exceed $1,473,033.21. 199 - 223

Softwood Drive Sanitary Sewer Aerial Crossing Repair

M. Consider a Resolution authorizing a Professional Services Agreement with Freese and Nichols for Stormwater Management Program consulting services for a one-year term in an amount not to exceed $15,540.00. 224 - 259

Freese and Nichols MS4 Stormwater Management Program Consulting Services

N. Consider a Resolution authorizing execution of Change Order No.1 in amount of $5,962.00 for T.F. Harper Contract No. 3230099 for additional construction services to complete the improvements in the Armstrong Park project for a total contract amount of $704,541.76. 260 - 265

Armstrong Park Change Order for TF Harper

O. Consider a Resolution authorizing execution of Change Order No.1 in the amount of $12,733.05 and Change Order No. 2 in the amount of $19,747.75 for Kraftsman Contract No. 3230098 for additional construction services to complete the improvements in the Armstrong Park project for a total contract amount of $2,144,613.80. 266 - 273

Armstrong Park Change Orders for Kraftsman

P. Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to 1703 Main Realty, LLC, in an amount not to exceed $209,000.00 for a building located at 1703 S Main Street, Duncanville, Texas, 75137. 274 - 289

DCEDC Design Incentive Grant-1703 Main Realty, LLC

Q. Consider a Resolution authorizing the approval of a professional services contract agreement with Placer.ai for the location tracking data analytics software via professional services procurement. 290 - 303

Sole Source Memo-Placer.ai

R. Consider a Resolution authorizing the approval of a professional services contract agreement with Create Atelier for the architectural and interior design services via professional services procurement, contingent on the drafting of a contract; as to form by the City Attorney. 304 - 327

Sole Source Memo-Create Atelier

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. Consider a Resolution ordering the May 4, 2024, General and Special Election 328 - 345

Ordering the May 4, 2024 General and Special Election

C. Consider an Ordinance of the City of Duncanville, Texas, adopting Chapter IV A Native Pollinator Garden. 346 - 353

Native Pollinator Garden Ordinance

6. STAFF AND BOARD REPORTS

A. Receive the Monthly Financial Report as of November 30, 2023. 354 - 398

Receive the Monthly Financial Report as of November 30, 2023

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Thursday, February 1, 2024 , by 6:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

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

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

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Council to receive a presentation from iChoosr regarding their Texas Solar Switch and Texas Power Switch programs.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
iChoosr has approached the City about offering their Texas Solar Switch and Texas Power Switch to Duncanville residents.

POLICY EXPLANATION:
iChoosr organizes opt-in citizen aggregation to help save citizens time and money on their electricity-related purchase. This agenda item is for the City Council to consider allowing the opt-in group solar purchasing program called Solar Switch and Texas Power Switch for Duncanville residents. This effort is not a City of Duncanville purchase of solar power, renewable energy, or retrofitting of buildings to add solar panels to roofs. This is a way to encourage residents to get into renewable energy and solar energy by providing a reverse-auction opt-in process that could save residents up to 20-25% on energy solar and related battery system purchases and installation. The program will also competitively bid financing as an option to make it easier for homeowners, without the cash on hand, to participate.

FUNDING SOURCE:

ORG and Object Number
N/A

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

N/A	N/A	N/A

ACTION ALTERNATIVES:

1. Request that an action item be brought back to Council for consideration.
2. Do not request a future action item.
3. Other actions as directed by Council.

ATTACHMENTS:

Texas Power Switch Presentation
iChoosr emails

What is Texas Power Switch?

- Three times a year, Texas Power Switch organizes (aggregates) a large group of residential electric customers and brings that group purchasing power to a reverse auction with qualified retail electric providers.

- Providers compete with their best, fixed-rate, renewable energy plans to earn the right to present the winning offers to program participants. After the auction is completed, program participants will receive an email with their personal offer.

- Participants are then given the opportunity to either accept the rate and switch, stay with their current provider, or go someplace else.

City of Duncanville

How Do We Participate?

- The City signs a Memorandum of Understanding (MOU)with iChoosr, LLC, which is a company designated as a Class I aggregator at the Public Utility Commission of Texas. This MOU is not a contract with iChoosr.

- City staff will then meet with representatives from iChoosr to establish a Program Communication Plan. This plan will outline how to market the Power Switch program to Duncanville residents and encourage them to enroll.

- The City will host 2-3 events per year, in coordination with iChoosr, to encourage sign-ups and provide education on Power Switch. Additionally, information about Power Switch, along with links to enroll, will be displayed on the City's websites and posted to social media accounts.

Benefits to Duncanville Residents

- Residents who enroll in Power Switch will receive emails 2-3 times per year informing them of an upcoming auction. Once the auction is complete, enrollees will be presented with energy service plans that may (or may not) be lower than their current plans. If they like a plan, they can switch to the new plan with no penalty.

- Plans usually come with a 12-month contract, though some longer options may be available.

- Power Switch harnesses the power of market competition and bulk purchasing to potentially lower energy costs for residents.

Costs to the City

- Minimal staff participation with representatives from iChoosr to create marketing plan and encourage sign-ups.
- Periodic posts on social media platforms by staff to educate residents and encourage sign-ups.
- Hosting of Power Switch information on City's website along with links to enroll.
- Staff liaison to answer questions and hear concerns from residents. iChoosr also has dedicated staff available for this purpose.

Are Other Cities Participating?

City of Duncanville

5

David Kees

From: David Kees
Sent: Tuesday, January 30, 2024 9:23 AM
To: Douglas Finch
Subject: RE: ichoose

Thanks, 3 questions:

- Does it limit our residents to only them, do other companies still have the option of working with our residents? – At TCMA two years ago, their reps claimed they are the only company in Texas providing the reverse auction services for residential customers, although several companies exist that provide reverse auctions for commercial and industrial. I am not sure, if it was true then, that they are still the only company offering residential reverse auctions. I found this brokerage that appears to also offer residential: https://www.taoep.org/.
- Are we giving the other companies an opportunity to also share the information? – iChoosr is the only one that has reached out. I agree that if other companies provide the service, we should allow them to present to Council. That's also why I set it up as a briefing rather than an action item, so that Council could ask if there are other brokers they can consider.
- What is the time/financial commitment on the part of staff? – Allegedly minimal. From what I understand it would mostly be posting things on our website and social media, and maybe once a quarter have someone available for a sign-up event to be held in the city.

Douglas E. Finch
City Manager

Duncanville
City of Champions

203 E. Wheatland Road
Duncanville, TX 75116
P (469)312-1042
www.duncanvilletx.gov

OPEN RECORDS NOTICE: In accordance with the Texas Public Information Act (Chapter 552, Texas Government Code) this email and all responses may be subject to disclosure, in part or full, as public information upon request. Please respond accordingly.

From: David Kees <david.kees@duncanvilletx.gov>
Sent: Tuesday, January 30, 2024 8:51 AM

To: Douglas Finch <douglas.finch@duncanvilletx.gov>
Subject: RE: ichoose

A third party company that uses the City's website and marketing to urge residents to sign up for the potential to switch power companies, and potentially saving money.

The third party takes the customers who have signed up, bundles them with other customers from other cities who have signed up, and reverse auctions the energy services to service providers. This supposedly drives down the prices offered by energy companies, and the residents who sign up are offered the plans provided by the companies on a quarterly basis.

I've attached the presentation I prepared to present last year. I think Fanny and Fred, the iChoosr reps, would be the ones presenting this time.

David Kees
Assistant to the City Manager

Duncanville
City of Champions

203 E. Wheatland Road
Duncanville, TX 75116
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From: Douglas Finch <douglas.finch@duncanvilletx.gov>
Sent: Tuesday, January 30, 2024 8:43 AM
To: David Kees <david.kees@duncanvilletx.gov>
Subject: RE: ichoose

Thanks what is it ?

Douglas E. Finch
City Manager

Duncanville
City of Champions

203 E. Wheatland Road
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www.duncanvilletx.gov

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From: David Kees <david.kees@duncanvilletx.gov>
Sent: Tuesday, January 30, 2024 8:42 AM
To: Douglas Finch <douglas.finch@duncanvilletx.gov>
Subject: RE: ichoose

Mr. Finch,

iChoosr doesn't involve Jackie. That was something I was working on with the former City Manager, who tabled it, and while ACM Brown was ICM, iChoosr reached out again, and he gave the go ahead to let iChoosr brief Council.

We can certainly postpone the briefing if need be.

David Kees
Assistant to the City Manager

Duncanville
City of Champions

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From: Douglas Finch <douglas.finch@duncanvilletx.gov>
Sent: Tuesday, January 30, 2024 8:27 AM
To: David Kees <david.kees@duncanvilletx.gov>
Subject: ichoose

David,

Can you check with Jackie for me, I believe iChoose needs to be rescheduled

Douglas E. Finch
City Manager

Duncanville
City of Champions

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STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Council to discuss and deliberate proposed amendments to the Rules of Procedure.

Vision Statement:

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

STAFF RESPONSIBLE:
Douglas E. Finch, City Manager

BACKGROUND/HISTORY:
The Council shall adopt its rules of procedure annually.

POLICY EXPLANATION:
Council to discuss and deliberate proposed amendments to the Rules of Procedure.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Council to provide feedback on the rules of procedure document.

ATTACHMENTS:
Rules of Procedure -- 2023-2024 DRAFT

RULES OF PROCEDURE

Adopted:

~~October~~ December 5~~18~~, 202~~32~~

CITY COUNCIL

CITY OF DUNCANVILLE, TEXAS

City Council of Duncanville Mission & Pillars

"The mission of the City Council of Duncanville is to build a vibrant inclusive community driven by a commitment to democratic principles and service above self."

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I. ROLES & RESPONSIBILITIES

This section will focus on defining the positions and establishing the duties of those who sit on and who are intended to support the operations of the City Council of Duncanville.

A. The Mayor

Home Rule Charter Reference - Article II Sec. 2.05, Presiding Officer: The Mayor

The Mayor shall preside at meetings of the City Council, and shall be recognized as head of City government for all ceremonial purposes and by the Governor for purposes of military law, but shall have no regular administrative duties. He may participate in the discussion of all matters coming before the Council. He shall be entitled to vote as a member thereof on legislative, or other matters, commencing of and from the date that the Council member elected at large assumes the duties of office following the City's general election in May, 2003. The Council shall elect from among the Councilmen a Mayor pro tempore who shall act as Mayor during the absence or disability of the Mayor. If a vacancy in the office of Mayor occurs, the Council shall select a Mayor from its own members who shall serve until the next regular election. His former place as councilmember shall be deemed vacant and filled as provided for in Section 2.04.

1. The Mayor shall be the presiding officer at all meetings. The Mayor pro tempore shall preside in their absence or refusal to conduct the meeting.
2. The Mayor shall preserver order and decorum and shall require Councilmembers and citizens in attendance engaged in debate to limit discussion to the question under consideration and shall operate according to these Rules of Procedure.
3. The Mayor will encourage all Councilmembers to participate in Council discussion and give each member an opportunity to speak for five minutes before any member can speak again on the same subject. No vote to close discussion, limit debate, or call the question shall be entertained by the Mayor if a Councilmember, desiring to speak, has not had their opportunity to speak at least twice on any given agenda item. Any vote to close or limit debate requires a simple majority vote.

B. Mayor pro tempore

1. If the Mayor fails to execute any ordinance, resolution, or Council-approved document within 72 hours of its lawful passage by the Council, the Mayor pro tempore shall have full authority to sign and execute such ordinance, resolution, or Council-approved document.
2. The Mayor pro tempore shall be elected by a majority vote of the Councilmembers present at the first regular meeting of the City Council following the swearing-in of newly elected Councilmembers from the May general election or subsequent run-offs.

3. The Mayor pro tempore shall be elected for a one-year term and shall serve until replaced by a subsequent Mayor pro tempore election. The Councilmember currently serving as Mayor pro tempore shall not be eligible to serve consecutive terms.
4. Criteria to be considered in the election of Mayor pro tempore:
    - Willingness to commit the time necessary to serve in case of the absence of the Mayor. Duties will include presiding over City Council meetings, scheduled and called meetings, representing the City at ribbon cuttings, memorial events, speaking engagements during the day and evening hours, and assisting staff when requested for special projects. From time to time, the Mayor may call on the Mayor pro tempore to assist in representing the City when scheduling conflicts occur.
    - The Mayor pro tempore should have demonstrable leadership abilities and a good working relationship with their fellow Councilmembers and City staff.
    - Councilmember must have served a minimum of one year on the City Council before being eligible to serve as Mayor pro tempore.
    - Councilmember should resist outside lobbying efforts by citizens on behalf of a particular Councilmember or for a particular council district.
    - In the event that more than one Councilmember may meet the criteria to serve as Mayor pro tempore, a Councilmember's vote should be cast for the one member they feel can best serve the City as Mayor pro tempore for the coming year. Since only one person will be elected Mayor pro tempore, the remaining Councilmembers should not consider the vote for another member as a lack of confidence in their ability or disrespect to the citizens of the district they represent.
5. No Councilmember shall offer, seek, or accept any favors, gifts, or special considerations in exchange for a vote to be Mayor pro tempore.
6. The Mayor pro tempore may be removed by a simple majority vote of the City Council. Should the office of Mayor pro tempore be vacated, an election to fill the unexpired term shall be held at the second regular meeting of the City Council following the vacancy.

C. City Council

1. When addressing an agenda item, the Councilmember shall first be recognized by the Mayor, confine their comments and questions to the issue under debate, avoid reference to personalities, and refrain from impugning the integrity or motives of any other Councilmember or staff member in their argument or vote. Councilmembers shall at all times maintain civility among each other and refrain from uncivil discourse.
2. Any Councilmember may appeal a ruling of the Mayor to the Council as a whole. If the appeal is seconded, the Councilmember making the appeal may make a brief statement justifying the appeal. The Mayor may subsequently explain their position. Then, each Councilmember may explain their position. The Mayor will then put the

ruling to a vote of the Council. A majority vote is required to overturn the ruling of the Mayor.

3. Any Councilmember may raise a point of order and require the Council to conform to the order of business or these Rules of Procedures. The Council may by motion and simple majority vote to suspend these rules and amend the agenda or order of business.
4. Meetings with and questions of the City Attorney may be made by any Councilmember as needed, but the Attorney's time shall be used judiciously. Each Councilmember shall exercise their judgement in tracking their hours consulting legal advice and the corresponding expense to the City. It is recommended that meetings with the Attorney take place on days when regular Council meetings are held and the Attorney is already scheduled to be present.
5. In accordance with State Law, the Mayor and Councilmembers shall be required to attend all scheduled meetings of the City Council, unless they have a valid excuse not to do so. Each member is expected to be present for discussion and resolution of all items on the scheduled agendas. As a courtesy, the Mayor, Council, and staff shall be notified in case of absence.
6. In the event that both the Mayor and the Mayor pro tempore are absent from a meeting of the Council, the duty of presiding should fall to the most senior Councilmember in attendance.

D. City Manager

Home Rule Charter Reference – Article II, Sec. 2.07: Appointment of the City Manager

The Council shall appoint a City Manager, at their discretion, for an indefinite term, who shall be the chief administrative and executive officer of the City. No member of the Council shall, during the term for which elected, be chosen as City Manager. The City Manager shall receive such compensation as may be fixed by the Council. Until such time the Council appoints a City Manager, the duties and functions of the City Manager shall be performed by the City Council.

1. The City Manager is directly responsible for providing information to all the Council concerning any written information requests by a specific Councilmember. If the City Manager or their staff's time is being dominated or misdirected by a Councilmember, it is the City Manager's responsibility to inform the Mayor and the Council.
2. The City Manager is responsible for keeping the Council informed.
3. It is the responsibility of the City Manager to establish procedures for handling customer concerns in all departments with prompt feedback to the citizen and to the appropriate City Councilmember(s) in writing.
4. The City Manager will strive to maintain positive relations with the City Council by following these guidelines:
    a. Whether newly elected or experienced, remember every Councilmember represents the special interests of a specific district and its voters, as well as the best interests of the City as a whole.

b. Work to establish mutual trust with the Council.
c. Open the lines of communication with the Council.
d. Be inclusive of opportunities for educational trips. An educated Council is in the City's best interests.
e. Include the Council in City-sponsored employee social events.
f. Conduct orientation sessions for new Councilmembers. Provide a tour of the City buildings and introduce to staff.

5. The City Manager is required to prepare and submit to the Council an annual budget. Additionally, the City Manager shall include the department presentations detailing what has been requested and the reason for the request.

E. City Attorney

Home Rule Charter Reference – Article II Sec 2.06, The Council: Powers (12)

The Council shall appoint a City Attorney who shall be a competent attorney licensed to practice law in the State of Texas and who shall hold office at the pleasure of the City Council. (Ord. No. 1783, approved 3-19-02, adopted at election 5-4- 02)

1. The City Attorney is employed by the City Council. All requests for legal opinions from Councilmembers can be discussed with the City Attorney, who will then send a written opinion to be filed by the City Secretary and distributed to all the Council.
2. The City Attorney should not be expected to give a complete answer for complex legal opinions during Council meetings, briefings, or workshops. Requests for opinions should be made at least one week in advance of any Council meetings to ensure quality, well-researched opinions.

F. City Secretary

Home Rule Charter Reference – Article III Sec. 3.07: City Secretary

The City Manager shall appoint an officer of the City who shall have the title of City Secretary, shall give notice of the Council meetings, shall keep minutes of its proceedings, shall authenticate by his signature and record in full in a book kept for the purpose all ordinances and resolutions and shall perform such other duties as shall be required by this Charter or by the City Manager.

1. The City Secretary shall prepare ~~and~~ an agenda of all matters requiring the attention of the Council. The agenda for all regular meetings shall be provided to all Councilmembers in the timeframe outlined in Section IV, Rules of Meeting.
2. Except as provided herein, all meetings shall be recorded electronically. The electronic recording shall be produced and maintained by the City Secretary; provided, that if a recording is not possible, detailed minutes of the meetings shall be kept by the City Secretary.

3. Notice must be provided for Ceremonial Proclamations, letters, certificates. Each ceremonial document shall be circulated and filed by 12:00 p.m. on the business day before the meeting at which it is to be considered.

II. RELATIONS

This section will define how members of the Duncanville City Council should interact among themselves and with other entities, both within the City and externally.

A. Mayor, City Council, City Manager, & City Staff

1. The City Manager is expected to respond in a timely manner to Council and Councilmember requests. When information is requested, the City Manager will estimate a reasonable time frame for collecting the information.
    a. If the City Manager disagrees with the request, he/she should say so and explain his/her position in writing to all members of the City Council.
    b. If the City Manager disagrees with individual directives, he/she should initiate clarification of Council's will with regard to the individual Councilmember's request.
    c. The City Manager should delegate responsibility for the response as necessary and appropriate, but the City Manager will remain responsible for its receipt by Council in a timely manner.
    d. The City Manager should maintain a checklist and timetable for those requests and other directives of the Council.
2. All City Councilmembers will receive the same pertinent verbal and written information. There will be no preferential dissemination of information.
3. Regarding customer concerns for routine service requests, e.g. trash collection or water billing concerns, City Councilmembers will guide citizens to the appropriate staff member or department rather than the City Manager.
4. During regular meetings, special meetings, or workshops of the City Council, a majority of the Councilmembers present will be required to direct the City Manager in the case of opposing opinions on the Council.

B. Council Inquiries with the City Manager

The City Manager is the primary link between Council and the professional staff. The Council's relationship with the staff should be through the City Manager, as is required by the City Charter. The inquiry process exists to best facilitate that relationship and address Councilmembers' concerns.

1. **Agenda Questions:** Questions arising from Councilmembers after receiving their agenda information packet should be presented to the City Manager for staff consideration prior to the Council meeting. The additional information will be distributed to all Councilmembers. Any request for additional information shall be

provided to the entire council as expeditiously as possible prior to any meeting to ensure appropriate review.

2. **Presentations to Council:** The City Manager shall designate appropriate staff to address each agenda item and shall see that it is adequately prepared and presented to the Council. Presentation should be professional, timely, and allow for discussion of options for resolving the issue. Staff shall make it clear that no Council action is required, present a staff solution, or present the specific options for Council consideration.
3. **Problem Resolution:** If the City Manager or their staff's time is being dominated or misdirected by a Councilmember, or should any conflict arise between staff and Council, the City Manager shall:
    i. Visit with the Councilmember and discuss the problem and/or impact on City Manager or staff time;
    ii. If unresolved, ask the Mayor to arbitrate a resolution to the issue;
    iii. If still unresolved, ask the Mayor to present the concerns to the Council;
    iv. If the unresolved issue is with the Mayor, ask the Mayor pro tempore to arbitrate a resolution to the issue;
    v. If still unresolved issue involves the Mayor, ask the Mayor pro tempore to present the concerns to the Council.

C. Mayor & Councilmember Training and Professional Development

1. In addition to the required training, Councilmembers are encouraged to attend at least one training event per year, and others as found beneficial to the performance of their elective duties subject to the availability of funds as appropriated in the annual budget for the Mayor and each Councilmember.
2. The Mayor and each member of Council will have an appropriated budget amount by representative area. Travel and training funds appropriated for the Mayor and each Councilmember shall not be available for transfer to another Councilmember or the Mayor.
3. Selection of professional development events are at the discretion of each councilmember but are limited to expenditures within the amount appropriated for those trainings. Unexpended funds for each elective position are non-transferable and shall be returned to fund balance at the end of each fiscal year.
4. Councilmembers are encouraged to select training events from the following list of providers:
    - Texas Municipal League (and affiliates)
    - North Central Texas Council of Government
    - National League of Cities
    - Other as deemed important to individual members
5. As the need arises, additional expenditures may be made from miscellaneous professional development funds that are subject to annual appropriation, for the Mayor and/or a Councilmember chosen to represent the Council at special events.

Such additional expenditures may be made only after having been placed on the agenda of a regular Council meeting and acted upon by motion, second, and favorable majority vote.

D. Community Events and Town Halls

1. The City Council shall strive to host an open-format, topical Town Hall session, no less than twice a year. These Town Halls may include guest speakers and presenters but shall also include the opportunity for citizens to directly meet, address, and ask questions of the Mayor and City Councilmembers.
2. Councilmembers are also encouraged to host frequent community-building events within their council districts. All community events will be placed on the City Website and LED for all City Councilmembers, regardless of event size, coordination, or official staff-backing, except during the formal period of elections.
3. The Mayor may host a monthly interactive event, such as "Coffee with the Mayor" ~~event~~, supported by City Staff, provided that it occurs during regular operating hours and is scheduled in advance. Both citizens and City Councilmembers (although they shall not gather in a sufficient number to constitute a quorum) are invited to participate.
4. Each Councilmember shall also be allotted one staff-supported "major" community event per year, provided sufficient notice of at least one month prior to the date of the event and financial backing as budgeted in the annual budgeting procedure.
    a. This shall not be used to put a limitation on the ability of any Councilmember to host any number of self-planned and publicized community events.
    b. No events shall be coordinated or marketed by staff during the formal period of elections.

E. Media and Social Media

1. On all administrative matters, the official spokesperson for City Staff shall be the City Manager or their designee.
    a. When in doubt, Councilmembers shall defer to the city's Public Information Officer on questions from the media.
2. Similarly, the Mayor, or their chosen designee, shall always be the primary spokesperson for the official position of the City on matters regarding policy decisions and Council information pertaining to issues under debate or on the agenda.
3. Councilmembers publicly represent the city at all times, whether they are within a City Council meeting or without. As such, Councilmembers shall constantly be aware of their actions on any social media platform, and the effect it may have on their public images, as well as on the image of the City of Duncanville.
    a. If a Councilmember chooses to create a social media account as a publicly elected official with the specific intent to engage with constituents, they shall keep this account distinct and separate from other personal accounts that they

maintain – acknowledging that, as an elected official, any use of social media for their duties may create a public record.

b. Elected officials increasingly use social media for re-election purposes, however, mixing campaign and constituent communications from the same account, website, or other platform could put a Councilmember at risk for violating laws that prohibit using government resources for political purposes. For this reason, it is advised that Councilmembers do not maintain their online campaign platforms year-round as vehicles to address constituent concerns.

4. When using a social media platform, for personal or professional purposes, Councilmembers shall at all times be knowledgeable, courteous, and responsible in their usage. For further social media best practices, Councilmembers may refer to the City of Duncanville employee handbook.
5. Unless specifically identified as a resource for receiving requests for information, social media sites are not proper vehicles for users or constituents to make requests for public information.
6. Where a matter of possible legal concern may arise, Councilmembers may consult the City Attorney regarding their social media usage, as with any other matter pertaining to their elective duties.

F. Boards and Commissions

1. All City Councilmembers, with the exception of the Mayor, may serve as liaisons to the boards and commissions of the City for a period of one year at the pleasure of the Council.
    a. Councilmembers will select different boards and/or commissions to serve as liaisons to on or after the date of the appointment of the boards and commissions members.
    b. Each Councilmember will be allowed to select the board(s) or commission(s) they would like to liaise with by order of seniority.
    c. Councilmembers are strongly encouraged, but not required, to attend all meetings of their selected boards and/or commissions.
    d. Each Councilmember may submit a quarterly report to the entire Council through the City Secretary on the activity of their respective board and/or commission. Any questions or concerns about board or commission matters will be directed to the City Secretary for dissemination to the Council.

III. RULES OF MEETING

This section will define how guests and Councilmembers shall interact with others and among themselves during all official meetings of the Duncanville City Council.

A. Meeting Structure.

1. TYPES OF MEETINGS

There are four possible types of City Council meetings, which are:

a. **Regular Meetings**: Council shall hold regular meetings to conduct the business of the City on the first and third Tuesdays of each month, as prescribed by Ordinance No. 1449. These meetings shall always comply with the Texas Open Meetings Act. The Council may choose not to meet where there is no pressing business to conduct or when the meeting date conflicts with a holiday or holiday season. The Council must hold a regular meeting at least once a month.
b. **Special Meetings:** Special meetings of Council shall be held when called jointly by the Mayor and the City Manager, or at the request of two or more Council Members. The call or request shall be made to the City Secretary and shall specify the matters to be considered at the special meeting. Upon receipt of such call or request the City Secretary, after consultation with the City Manager, shall immediately notify each Council Member and the City Attorney in writing. Such notice shall specify the matters to be considered at the special meeting, and only the matters specified in the notice shall be considered at such meeting unless all Council Members are present. Special meetings must conform to the Open Meetings Act requirements.
c. **Governance Meeting:** In June of every year, or the first regular meeting of the City Council following the swearing-in of newly elected councilmembers from the May general election or subsequent run-offs, Council will hold a governance meeting. The purpose of the meeting will be to adopt the Rules of Council, select the Mayor pro tempore, and make appointments to the Audit Committee and Boards and Commissions liaisons for a 1-year term.
d. **Emergency Meeting:** The Mayor may call an emergency meeting of the Council in the event that an "emergency," as defined by State Law, occurs.

2. AGENDA RULES

Each meeting shall conform to a regular set of Agenda Rules, which will dictate which items may be considered by the Council at that time.

a. In order to provide time for quality staff reports and preparations, all agenda items should be submitted for the next agenda two Thursdays prior to the Council meeting unless deemed an emergency on an unforeseen specific issue that clearly cannot be postponed until the next agenda.

~~a.~~

b. The goal is to have Council agendas published and posted in final format with packets delivered to Council on Thursday prior to the next meeting. If unforeseen circumstances happen that prevent this goal from occurring, the City Manager is required to notify Council immediately stating reason for delay and anticipated delivery time.

~~b.~~c. Any information distributed to one councilmember regarding an item on the agenda shall be distributed to all councilmembers at the same time prior to the meeting so that all councilmembers have equal opportunity to review the information.

d. The Council may rearrange the order of agenda items during a Briefing Session or during a meeting by majority consensus.

~~c.~~e. A request by the Mayor for a consensus of the Council shall be accompanied by a specific motion and second of the question at hand when the request pertains to an agenda item, the process of the meeting, direction given to the City Manager, or any other action in which a full vote of the Council will not be taken. If consensus is reached, the Mayor shall reiterate the motion for which consensus has been given, and the City Secretary shall document in the meeting minutes the specific request for consensus and any action that is to be taken by the City Manager as a result of the consensus.

~~d.~~f. An item may be placed on the agenda for reconsideration within the next two regularly scheduled City Council meetings if requested by a member of the prevailing side. Any Councilmember may ask for an item to be reconsidered after sixty days from the initial consideration.

~~e.~~g. During a Briefing Session or meeting, any Councilmember may direct that an item on the consent agenda be removed from the consent agenda and placed on the "Items for Individual Consideration."

~~f.~~h. During a Briefing Session or meeting, any Councilmember may request that an item on the list of "Items for Individual Consideration" be moved to the consent agenda. This action requires the consensus of the Council.

3. SCHEDULE & DURATION

To maximize the City Council's efficiency, both the schedule and duration of Council meetings are prescribed in this document. However, should the circumstances require, both of those provisions may be modified according to the situation:

a. If a regularly scheduled meeting falls on the day of a general election, the Council, at its discretion, may move the meeting to a different date. Similarly, should the Council decide not to meet during a holiday period, the Council may determine a different date on which to hold the meeting.

b. No meeting shall extend after the hour of 12 midnight unless Council, by an affirmative vote of the majority of present Council Members, extends the length of the meeting. The Councilmember so moving to extend the length of

the meeting shall include in their motion the matters appearing on the docket for that meeting to be considered after the hour of 12 midnight.

B. Rules of Conduct

- COUNCIL MEETING CODE OF CONDUCT: MAYOR & COUNCIL

To preserve order and decorum, the Mayor and all Councilmembers shall abide by the following rules of conduct during all Council meetings.

i. Listen and understand before judging.
ii. Focus on the vision and goals; no personal attacks or inferences.
iii. Look for areas of agreement before differences.
iv. Be on time; start on time; silence all personal communication devices, and do not allow them to distract from the work at hand.
v. Once a decision is made, support the City decision, but state your reservation.
vi. Agree to disagree; move on to the next issue.
vii. Come prepared to discuss issues; when possible, ask questions of staff prior to the meeting so that staff can be prepared.
viii. Praise in public; provide constructive feedback in private.
ix. Participate in discussions and focus on the issue; avoid side conversations. Need to be mindful that sidebar conversations are disruptive.
x. Be courteous, honest and treat others with respect.
xi. Communicate in an open, direct manner; keep others informed.
xii. If you have a personal issue with another member of Council, go to that member directly and not to other councilmembers, the community or staff. This house rule does not affect the right of one or more Councilmembers to institute the censure process set out in Section IV, (Regulations).
xiii. Be a positive ambassador for the City.
xiv. When the Council is meeting in the Council Chamber, use the electronic system to notify the Mayor you wish to comment on a matter before the Council.
xv. Allow others to finish their comments before speaking.

- COUNCIL MEETING CODE OF CONDUCT: CITIZENS & PRESENTERS

All citizens and presenters in attendance ~~of~~at a City Council meeting must abide by the following code of conduct.

- During public City Council meetings, all guests shall not disturb order and decorum, shall not interrupt or delay proceedings, and shall not refuse to obey the orders of the Mayor or the rules of the Council. Attendees shall demonstrate respect and courtesy to each other, to all members of the City Council, to City staff members, and to members of the public appearing before the Council. All participants shall refrain from rude and derogatory

remarks and shall not belittle staff members, Councilmembers, or members of the public. No participant shall engage in electioneering during the formal campaign season.

- COUNCIL MEETING CODE OF CONDUCT: THE MEDIA

The Mayor, Council, and City Manager recognize that an informed public ensures progress and good government which remains sensitive to its constituents. These guidelines are designed to help ensure fair relationships with print, radio, and television reports during City Council meetings without infringing upon the First Amendment rights of the media.

i. **Media Orientation:** Since each government body conducts business differently, it is requested that all reporters new to City Council meetings first meet with the City Manager, Mayor, or the designated media relations representative prior to covering their first meeting for information on policies and procedures.
ii. **Agenda Information:** All reporters requesting so will receive an agenda package in advance and will be furnished any supporting material needed for clarification for themselves and the general public.
iii. **Chamber Seating:** During the conduct of official business, the news media shall occupy either the places designated for them, or for the general public.
iv. **Conduct in Chambers:** Representatives of the media are requested to refrain from conversing privately with others in the audience while the Council is in session. Interviews with the public should be conducted outside of the Council Chambers while the Council is in session.
v. **Equal Access for Opposing Positions:** The ethical burden or fair presentation of opposing positions in any issue of debate falls upon the media. When opposing positions are debated, regardless of the outcome, interviews by the media should provide equitable representation from Councilmembers of all viewpoints.
vi. **Policy Clarification**: Any clarification requested by the media on the issues discussed during a Council meeting should be addressed after the meeting. At that time, either the Mayor or their designated spokesperson shall be the official source of information regarding policies or the agenda.

C. Order of Business

The agenda for regular Council meetings shall generally adhere to the following order:

Work Session / Briefing

- Discuss Appointments & Dismissals to Existing Boards and Commissions
- Discuss Elimination, Creation, or Combination of Boards or Commissions
- Executive Session

- Discuss Agenda Items
- Briefings & Presentations

Regular Session

- Call to Order
- Invocation
- Pledge of Allegiance & Texas Pledge of Allegiance
- Reports
    a. Mayor's Report
    b. Councilmember's Report
    c. City Manager's Report
- Presentations and Proclamations
- Citizen Input
- Consent Agenda
- Items for Individual Consideration
- Action Resulting from Executive Session
- Staff and Board Reports
- Adjournment

D. Rules of Procedure for Council Meetings

1. PARLIMENTARY PROCEDURE

    a. The designated presiding officer shall, at all times, be responsible for maintaining procedure during any official meeting of the City Council.
    b. *Roberts Rules of Order Newly Revised*, latest edition, may be consulted regarding parliamentary procedure. However, the final parliamentary authority will rest with a simple majority vote of the Council.

2. COMMENTS FROM THE PUBLIC

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

During regular meetings of the City Council, citizens may address the Council during the Citizens Public Comment Period, during discussion of an agenda item or during a Public Hearing. Strict order will be maintained at all times. Tirades of individual personalities and personal aspersions will not be tolerated. Speakers who are out of order will be asked to leave the Council Chambers. Threats of violence will be cause for removal. Electioneering during the formal campaign season shall be prohibited.

To address the Council, please submit a fully-completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting.

a. CITIZENS PUBLIC COMMENTS
   i. Any citizen wishing to make a public comment will file a request card with the City Secretary, including printed name, address, telephone number, subject, and signature. A public comment period will be set aside for any citizen to present matters of interest. Each speaker will have two minutes.
   ii. Any comments received via email by citizens who do not wish to speak at the meeting will be provided to all members of Council and will be added to the public record. However, emailed comments will not be read aloud during the meeting.
   iii. Comments on Public Hearing agenda items will not be taken during the public comment period since time is allowed for proponents and opponents during Public Hearings.
   iv. Speakers will address the entire Council, not another speaker, audience member(s), nor individual Councilmembers.
   v. Priority will be given to speakers who have not previously spoken during the public comment period in the immediate past Council meeting.
   vi. If no request cards are received by the time the Regular Council meeting begins, the Mayor will skip the Citizens Public Comment Period. If request cards are received after the regular Council meeting begins, the Mayor may, at their discretion, allow public comment at the end of the meeting or with an agenda item.
   vii. Councilmembers will not respond to the subjects raised by speakers during the Citizens Public Comment Period.
   viii. The Citizens Public Comment Period will be placed immediately after the recognition of visitors on City Council agendas.

b. PUBLIC HEARINGS
   i. Both proponents and opponents shall have a maximum of ten minutes per side for their presentation.
   ii. A maximum of five minutes per side will be provided for rebuttal and surrebuttal.
   iii. After the public hearing is closed, the Council may ask questions of the speakers.
   iv. Speakers must limit their responses to the questions asked by the Council.

E. Reports to Council

1. The Mayor's Report, Councilmember Reports, and City Manager’s Report

will be placed on the agenda for regular meetings following the Invocation and Pledge of Allegiance.
2. All reports will be limited to three minutes.
3. The three-minute limitation for any report may be waived by a majority vote of the City Council.

F. Meeting Minutes

Home Rule Charter Reference — Article II, Section 2.15, Rules of Procedure: Minutes

The Council shall determine its own rules and order of business. It shall keep minutes of its proceedings, and the minutes shall be open to public inspection. Minutes of all meetings of the Council shall be promptly entered within forty-eight (48) hours in the minute book of the Council, and City Secretary shall at the same time provide a permanent and adequate index showing the action of the Council in regard to all matters submitted to it at both regular and special meetings.

1. Written minutes shall be maintained for all posted meetings of the City Council. Approval of the minutes shall be made by vote of the City Council at the next regularly scheduled meeting. Proposed corrections to minutes that have not been approved shall be submitted to the City Secretary by 5 p.m. of the day before the regularly scheduled meeting where minutes are scheduled for approval.
2. The minutes for meetings of the City Council shall follow basic parliamentary procedure for action minutes, thereby recording what was done rather than what was said. Information to be contained in the minutes shall include the following:
    i. Name of group or assembly.
    ii. Type of meeting (regular, special, workshop).
    iii. Date of meeting.
    iv. Time meeting is called to order.
    v. Location of meeting, if not always the same.
    vi. Officials present and absent.
    vii. Topic or subject matter of each agenda item and action taken, including motions, amendments, record vote, and any parliamentary action.
    viii. Time of adjournment.
    ix. Signature blocks for Mayor and City Secretary.

3. The minutes for non-action agenda items such as the Mayor's Report, Councilmember Reports, the City Manager's Report, the Citizen Public Comment Period, Public Hearings, staff reports, and committee reports shall include the speaker's name and the subject matter.
4. The minutes for discussion-based agenda items, such as those commonly found in briefing sessions and workshops, should reflect the topics of discussion rather than verbatim statements or summarized statements by individual speakers.

G. Resolutions & Ordinances

1. All official action of the City Council shall require a Resolution or Ordinance to capture the clear intent of the policy decision, approved by the majority of the Council.

IV. REGULATIONS

A. Code of Ethics

1. The Mayor and all City Councilmembers, as official representatives of the people of Duncanville, must always abide by all facets of the Code of Ethics established and adopted for the City in Ordinance No. 2113.

B. Censure Policy

Although left to the decision of the Councilmembers, it is encouraged that a Notice of Censure be filed only after a personal conversation between at least one complaining Councilmember and the accused Councilmember has taken place and has proven unsuccessful.

1. Two or more City Councilmembers may file a written Notice of Censure against another City Councilmember with the City Secretary. The written notice shall set forth the allegation(s) of conduct and City Charter, Code of Ethics, or Rules and Procedures provisions which the accused Councilmember shall have allegedly violated, and include (1) a copy of all evidence supporting the allegations and (2) a list of persons who may be called as witnesses if the allegations proceed to final hearing. A copy shall be delivered to all Councilmembers by the City Secretary. A written Response to the allegation(s) may be filed by the accused Councilmember within ten business days after receipt thereof. A copy of the Notice of Censure and Response thereto shall be delivered to each Councilmember by the City Secretary within two business days after the response is filed.
2. On the first regularly scheduled meeting of the Council after the filing of the Notice and any Response, the City Secretary shall formally present the Notice and Response to the City Council and a copy will be attached to the minutes and become part of the public record. The Council, by majority vote, shall thereafter determine whether or not good cause shall exist to set a formal public hearing on the merits of the Notice of Censure or whether the allegations should be dismissed. A vote to hold a public hearing shall not be construed to be a vote of censure.
3. The accused City Councilmember has the right to be represented by legal counsel of their choosing and at their own cost; no City funds may be expended on the legal counsel during a censure hearing. The counsel may attend the hearings and present evidence and testimony at the preliminary and final hearings.
4. If the Council has voted to find good cause presented in the Notice of Censure, a public hearing on the allegation(s) and response shall be held at either a regular or special called meeting of the City Council, which shall be set no sooner than twenty business days from the date of the meeting where the Notice and any Response is presented. At least ten business days prior to the date of the public hearing, the accused Councilmember may file an evidentiary supplement to the written Response (if not done at the time of the initial Response filing) which shall contain: (1) a copy

of all evidence refuting the allegations that the or that the Councilmember wishes the Council to consider; and (2) a list of persons who may be called as witnesses upon final hearing of the allegations.

5. At the final hearing, the City Council will hear evidence concerning the notice of censure. Evidence and witnesses shall be limited to that contained in, or listed on, the Notice of Censure and Response. The City Council shall determine whether the evidence presented is relevant and authentic, but formal Rules of Procedure and Evidence shall not apply. The format of the final hearing is as follows:
    a. The City Councilmembers proffering the charges shall present evidence and witnesses in support of the allegation(s) contained in the Notice of Censure and explain how the evidence supports the proposition that the accused Councilmember violated the City Charter, Code of Ethics, or Rules and Procedures.
    b. The Councilmember who is the subject of the censure shall have the opportunity to present evidence and witnesses to support his or her position with respect to the Notice of Censure. The burden of proof shall be on the Councilmembers proffering the Notice of Censure and the standard shall be a preponderance of evidence.
    c. After receiving evidence at the final hearing, the City Council shall then take a roll-call vote, after motion duly made and seconded, and a majority of five members of the City Council shall be required to sustain the censure of the Councilmember. If sustained, the City Attorney shall prepare a formal Censure document for adoption by a majority vote of the City Council at a future meeting.

C. Removals from Office

1. REMOVAL OF CITY COUNCIL MEMBERS

Home Rule Charter Reference - Article II Sec. 2.10, Council Not To Interfere in City Manager's Appointments or Removals

Willful violation of the foregoing provisions of this Charter by any member of the Council shall constitute official misconduct and shall authorize the Council by a vote of a majority of its membership to expel such offending member from Council if found guilty after a public hearing, and thereby create a vacancy in the place held by such member.

2. REMOVAL OF OTHER APOINTIVE OFFICALS

Home Rule Charter Reference - Article II Sec. 2.09, Removal of Other Appointive Officials

The Council may, upon the affirmative vote of majority of the full membership of the Council, remove members of its appointive boards or commissions without notice, except otherwise provided by state law. (Ord. No. 1491, adopted 1-21-97, approved at election 5-3-97).

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Finance Department to provide Council with an update on the progress of completing the FY22 audit.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Richard Jackson, Managing Director of Fiscal Services and CFO

BACKGROUND/HISTORY:
Finance Department to provide Council with an update on the progress of completing the FY22 audit.

POLICY EXPLANATION:
Finance Department to provide Council with an update on the progress of completing the FY22 audit.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Receive the update from the Finance Department.

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter pursuant to Section 551.071 of the Texas Government Code; and, Financial and Security Audit pursuant to Section 551.076 of the Texas Government Code to seek legal advice from the City Attorney and Special Legal Counsel on the same topic.

Vision Statement:

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

STAFF RESPONSIBLE:
City Attorney and Special Legal Counsel

BACKGROUND/HISTORY:
City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter pursuant to Section 551.071 of the Texas Government Code; and, Financial and Security Audit pursuant to Section 551.076 of the Texas Government Code to seek legal advice from the City Attorney and Special Legal Counsel on the same topic.

POLICY EXPLANATION:
City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter pursuant to Section 551.071 of the Texas Government Code; and, Financial and Security Audit pursuant to Section 551.076 of the Texas Government Code to seek legal advice from the City Attorney and Special Legal Counsel on the same topic.

FUNDING SOURCE:

ORG and Object Number
N/A

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

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

ATTACHMENTS:
Executive Session (2)

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 19 Sep 2023

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

Vision Statement:

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

STAFF RESPONSIBLE:
N/A

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

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

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Take any necessary action as a result of executive session.
2. Do not take action as a result of executive session.

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, January 9, 2024

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, January 9, 2024, at 6:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT:

Mayor Barry L. Gordon
Councilmember At-Large DeMonica Gooden
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Karen Cherry-Brown
Mayor Pro Tem Greg Contreras

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

WORK SESSION / BRIEFING

Mayor Gordon introduced the new City Manager Doug Finch. Attorney Courtney Morris attended for City Attorney Robert Hager.

1. DISCUSS AGENDA ITEMS

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

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

A. ***Presentation on Native/Naturalistic Landscaping.***

Presented by Assistant Parks and Recreation Director, Tyler Agee. At the request of Councilmember Koontz, Reese Edwards with the Keep Duncanville Beautiful Board briefed the council on the benefits of Native/Naturalistic landscaping. The council would like to move forward with an ordinance for this item.

B. ***Finance Department to provide Council with an update on the progress of completing the FY22 audit.***

Director of Fiscal Services Richard Jackson gave an update on this item. He stated that the lines of communication between the city and McConnell Jones have been consistent and strong. They have been responsive to requests for information on open items. As of today, there are only two open items. The final trial balance was submitted this week. A specific date for completion has not been discussed. Mr. Finch stated it is a priority for the Finance team and city staff to complete this audit. Mayor Gordon asked if we could use the current firm for FY23 to finish the FY22 audit. Mr. Jackson stated that the firm did not want to take information from another firm; therefore, it would have to start over from the beginning. They did not recommend changing firms at this point in the process. There would need to be a complete closure of FY22 before we could start with the FY23 audit.

The briefing session was adjourned at 6:39 p.m.

EXECUTIVE SESSION

The Executive Session was called into session at 6:42 p.m. Mayor Gordon read the item into record.

In the interest of time, the executive session was recessed at 6:53 p.m.

Mayor Gordon reconvened the executive session at 8:11 p.m.

The Executive Session was closed at 9:16 p.m.

1. ***City Council shall convene into closed executive session pursuant to the Tex Govt Code Sections 551.071 and 551.074 to seek legal advice concerning Chapter 2, Administration, Article III Code of Ethics, Division 2, Code of Ethics for elected and appointed officers.***

2. ***City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to Deliberate the Sale, Exchange, Lease or Value of the Duncanville Community Theater building and the Duncanville Fieldhouse.***

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

The City Council convened into Regular Session in the Council Chambers at 7:01 p.m. with Mayor Gordon presiding.

Brother Sammie Berry with Dallas West Church of Christ delivered the Invocation.

Mayor Gordon led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

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

Mayor Gordon gave an update on the parade for Duncanville Panthers football, reviewed the retirement program he attended for Fran Laukaitis from Charlton Methodist, and announced that the State of the City is on Jan 18th, sponsored by the Duncanville Chamber.

He stated he attended the funeral for former Congresswoman Eddie Bernice Johnson and read a resolution prepared for the family. He also introduced the new City Manager Douglas Finch.

Mayor Gordon made the following announcement:

Each time the opportunity arose to decide about serving the city as mayor, that opportunity became a time of seeking God in prayer for me. I had a season of prayer in 2018, 2020, and lastly in 2022. God's answer to my prayer in 2022 was that He was giving me another chapter to serve. With re-election coming in 2024, I once again sought God for His guidance. His answer to my prayers was that was my final chapter to serve as mayor would close in 2024. So, with that, I'm announcing tonight that I will not seek re-election to mayor in 2024 for the City of Duncanville. I will serve out my last months in office with the same fervor and dedication that I have for the past 5-plus years. It is my honor and privilege to serve the citizens of the City of Champions as their mayor. I am grateful for being able to close this chapter of my life in obedience to God.

B. ***Councilmembers' Reports***

Councilmember Contreras sent condolences to the family of retired Fire Captain Wayne Bevey on his passing.

Councilmember Gooden reviewed some of the city council wins for 2023 - protecting the Ladd preserve, the Ten-mile creek erosion control project, and selecting and hiring the new city manager. She thanked citizens for electing her as an at-large council member.

Councilmember Koontz encouraged all to support programs at the Library. He stated that today is Law Enforcement Appreciation Day and we encouraged all to support and thank our law enforcement officers.

Councilmember McBurnett wished citizens a happy 2024. Commended the Lions Club and the school district for the Sandra Meadows Classic tournament. He also congratulated the Duncanville Pantherettes basketball team on winning the tournament.

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

Mr. Finch thanked everyone for the warm welcome and gave some of his plans for his first ninety days. He thanked Mr. Robert Brown Jr. for his time as the Interim City Manager. He informed citizens that on Thursday and Friday, the Utility Billing department would not be able to process payments due to a software update.

2. PROCLAMATIONS AND PRESENTATIONS

A. ***Presentation of Champion of the City - Duncanville Outreach Ministry***

Mayor Gordon read the proclamation for Duncanville Outreach Ministry and presented it to Executive Director Juani Hernandez and Chairman of the Board Lee Rickaway.

B. ***Proclamation recognizing Martin Luther King Jr. Day, January 15, 2024***

Councilmember Gooden read the proclamation and presented it to Tyler Agee with Parks and Recreation.

3. CITIZENS' INPUT

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

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

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

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

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

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

Royce Milam
623 S. Alexander Ave.
Email - Native landscaping

Jim Jones
1627 Nob Hill Circle
Native landscaping

Emily Bridges
418 Oleander St
Native landscaping and signage at Ladd preserve

Grady Smithey
1806 Cedar Hill Rd.
Eddie Bernice Johnson

Judy Smithey
1806 Cedar Hill Rd.
Duncanville Theater

Shannon Robertson
906 Rock Canyon Dr.
Native landscaping

Mari Vega

611 Oriole Blvd.
Native landscaping

4. CONSENT AGENDA

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

A. ***Consider the Minutes for the December 19. 2023 City Council Regular Meetings.***

B. ***Consider a Resolution casting the City Council of the City of Duncanville's runoff vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District (DCAD).***
The council has agreed to submit its vote for Michael Hurtt.

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

5. ITEMS FOR INDIVIDUAL CONSIDERATION

Mayor Gordon recessed the regular session at 8:08 p.m. to reconvene into executive session.

Mayor Gordon reconvened into regular session at 9:20 p.m.

A. ***Take any necessary action as a result of the Executive Session.***
No action was taken on Item #1

Item #2

Councilmember Joe Veracruz made a motion to approve a lease agreement between the City of Duncanville and the Duncanville Community Theater and authorize the city manager to execute the lease agreement, Councilmember Don McBurnett seconded the motion. The vote was cast 7 for and 0 against.

Councilmember Don McBurnett made a motion to approve a management agreement between the City of Duncanville and Global Sports Cares for the management of the Duncanville Fieldhouse, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 6 for and 1 against (Councilmember Jeremy Koontz).

6. STAFF AND BOARD REPORTS

A. ***Presentation of the 2023 Christmas Parade and Tree Lighting Celebration Event Debrief***
Presented by Mr. Agee with Parks and Recreation and Assistant Police Chief Fries.

ADJOURNMENT

The meeting was adjourned at 9:23 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____

CITY SECRETARY

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Council to consider a resolution confirming the City Manager's appointment of Matthew Stogner as the Interim Police Chief.

Vision Statement:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
Police Chief Mark LiVigni announced his retirement effective January 31, 2024. The City will conduct a nationwide search for its new Police Chief. The City Manager has appointed Matthew Stogner as the Interim Police Chief until the role is permanently filled.

POLICY EXPLANATION:
Under Section 143.013 of the Texas Local Government Code, the Department Head of a Civil Service organization is appointed by the Chief Executive Officer of the municipality and confirmed by the governing body.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Confirm the appointment.
2. Do not confirm the appointment.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-208 - Confirming Appointment of Assistant Chief of Police Matthew Stogner as Interim Police Chief - Pdf

RESOLUTION NO. 2024-208

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, CONFIRMING THE APPOINTMENT OF INTERIM POLICE CHIEF AND DEPARTMENT HEAD OF THE DUNCANVILLE POLICE DEPARTMENT; PROVIDING THE CONFIRMATION OF THE APPOINTMENT OF THE INTERIM POLICE CHIEF AND DEPARTMENT HEAD BY THE CHIEF EXECUTIVE OFFICER OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, is a home rule municipality; and

WHEREAS, the City has adopted the provisions of Chapter 143 of the TEXAS LOCAL GOVERNMENT CODE; and

WHEREAS, said Chapter of the LOCAL GOV'T CODE provides for the appointment of the department heads by the City's chief executive officer; and

WHEREAS, under the Home Rule Charter the chief executive officer of the City of Duncanville, Texas, is its City Manager; and

WHEREAS, the City Manager has appointed Matthew Stogner as the Interim Police Chief and Department Head of the Duncanville Police Department; and

WHEREAS, the City Council has informally consented to such appointments; and

WHEREAS, the formal action of the City Council is required to confirm such appointments.

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

SECTION 1. That the City Council of the City of Duncanville, Texas, hereby confirms the appointment of Matthew Stogner as the Interim Police Chief and Department Head of the Duncanville Police Department, for the City of Duncanville, Texas.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of February, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Consider a Resolution approving a five (5) year contract with Lexipol for annual policy management, daily training bulletins, accreditation workbench, and the online PoliceOne Academy training platform in an amount not to exceed $124,960.21.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Stogner, Interim Chief of Police

BACKGROUND/HISTORY:
In Fiscal Year 2023, the City Council approved the initial year of Lexipol through the American Rescue Plan Act (ARPA) in the amount of $36,300.00, understanding that additional years of service would be funded each budgeted Fiscal Year.

Praetorian is the parent company for both Lexipol and PoliceOne Academy. Lexipol is a policy repository platform based on best practices that align with Texas laws, the United States Constitution, and our accreditation organization, the Texas Police Chief's Association Foundation (TPCAF) Program. The policy platform allows us to efficiently organize and prove our compliance with the TPCAF recognition program. In 2024, the department is due to undergo its re-recognition audit, which takes place every four years.

PoliceOne Academy training provides an online training platform that allows us to receive some Texas Commission on Law Enforcement (TCOLE)-approved training without costly travel and per diem expenses typically associated with in-person training. The department has used PoliceOne Academy for several years with great success. This online platform allows management to assign TCOLE-specific training to staff that aligns with best practices within law enforcement.

POLICY EXPLANATION:
Lexipol is a nationally recognized public safety risk management company specializing in customizable, comprehensive policy and procedure development and training. Its staff is comprised of public safety professionals, attorneys, and subject matter experts who constantly evaluate changes in legislation and best practices to provide updated policies to their public safety clients. Lexipol's more than 8,100 client agencies include law enforcement agencies, fire departments, correctional agencies, and other public safety-related agencies that employ more than two million public safety professionals.

PoliceOne Academy is a catalog of relevant training classes that align with best practices or TCOLE-required training. The department can assign these training classes, or the officer can assign themselves to attend.

Upon approval, the Police Department will enter a five-year contract as follows:

- Year One $21,406.30
- Year Two $24,128.30
- Year Three $25,264.90
- Year Four $26,456.13
- Year Five $27,704.58

FUNDING SOURCE:

ORG and Object Number
Administrative Services - 01055000 Contractual Services - 700450 ($20,917.00) - Special Services - 01055900 - 700442 Travel & Training ($3,172.00)

Available Budget	**Purchase Amount**	**After Encumber**
$24,089.00	$21,406.30	$2,682.70

ACTION ALTERNATIVES:

1. Approve.
2. Do not approve.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-202 - Lexipol - Contract Agreement - Pdf

RESOLUTION NO. 2024-202

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A FIVE (5) YEAR CONTRACT WITH LEXIPOL FOR ANNUAL POLICY MANAGMENT, DAILY TRAINING BULLETINS, ACCREDITATION WORKBENCH, AND THE ONLINE POLICEONE ACADEMY TRAINING PLATFORM IN AN AMOUNT NOT TO EXCEED $124,960.21; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary for the City to continue with best practices through Lexipol services that align with Texas laws; and

WHEREAS, in FY23, the City Council approved Lexipol through the American Rescue Plan Act (ARPA) in the amount of $36,300.00, with the understanding that additional years of service would be funded each budgeted Fiscal Year; and

WHEREAS, Lexipol is a nationally recognized public safety risk management company specializing in customizable, comprehensive policy and procedure development and training; and

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

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

SECTION 1. the City Council hereby authorizes a contract with Lexipol for a five-year contract renewal in an amount not to exceed $125,960.21, and authorizing the City Manager to execute the necessary documents related to said expenditures.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of February, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

LEXIPOL

MASTER SERVICE AGREEMENT

Agency's Name:	City of Duncanville
Agency's Address:	203 E Wheatland Rd Duncanville, TX 75116
Attention:	
Sales Rep:	Angela Poole
Lexipol's Address:	2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Effective Date:	(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

(a) this Cover Sheet
(b) Exhibit A - Selected Services and Associated Fees
(c) Exhibit B - Terms and Conditions of Service
(d) Exhibit C - TEXAS ADDENDUM TO LEXIPOL AGREEMENT CONTRACT NUMBER 3230087-A

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

City of Duncanville		**Lexipol, LLC**	
Signature:		Signature:	
Print Name:		Print Name:	Jan Roos
Title:		Title:	Vice President & General Counsel
Date Signed:		Date Signed:	12-11-2023

Exhibit A

Selected Services and Associated Fees

Agency is purchasing the following:

TERM ONE					
DESCRIPTION		TERM	UNIT PRICE	DISCOUNT	EXTENDED
Annual Law Enforcement Policy & DTB Subscription		11/1/2023-09/30/2024	$14,371.19	0%	$14,371.19
Annual Law Enforcement Supplemental Manual(s)		11/1/2023-09/30/2024	$1,365.45		$1,365.45
Annual Law Enforcement Procedures		11/1/2023-09/30/2024	$822.21		$822.21
Law Enforcement Accreditation Workbench Premium		11/1/2023-09/30/2024	$1,454.63		$1,454.63
Police One Academy Annual Rate per User		10/1/2023-09/30/2024	$3,392.82		$3,392.82
TERM ONE TOTAL			$21,406.30		$21,406.30
		Term One Subscription Total			$21,406.30

TERM TWO					
DESCRIPTION		TERM	UNIT PRICE	DISCOUNT	EXTENDED
Annual Law Enforcement Policy & DTB Subscription		10/1/2024 - 9/30/2025	$16,461.54	0%	$16,461.54
Annual Law Enforcement Supplemental Manual(s)		10/1/2024 - 9/30/2025	$1,564.06		$1,564.06
Annual Law Enforcement Procedures		10/1/2024 - 9/30/2025	$941.80		$941.80
Law Enforcement Accreditation Workbench Premium		10/1/2024 - 9/30/2025	$1,666.21		$1,666.21
Police One Academy Annual Rate per User		10/1/2024 - 9/30/2025	$3,494.69		$3,494.69
TERM TWO TOTAL			$24,128.30		$24,128.30
		Term Two Subscription Total			$24,128.30

TERM THREE TOTAL					
DESCRIPTION		TERM	UNIT PRICE	DISCOUNT	EXTENDED
Annual Law Enforcement Policy & DTB Subscription		10/1/2025 - 9/30/2026	$17,284.62	0%	$17,284.62
Annual Law Enforcement Supplemental Manual(s)		10/1/2025 - 9/30/2026	$1,642.26		$1,642.26
Annual Law Enforcement Procedures		10/1/2025 - 9/30/2026	$988.89		$988.89
Law Enforcement Accreditation Workbench Premium		10/1/2025 - 9/30/2026	$1,749.52		$1,749.52
Police One Academy Annual Rate per User		10/1/2025 - 9/30/2026	$3,599.61		$3,599.61
TERM THREE TOTAL			$25,264.90		$25,264.90
		Term Three Subscription Total			$25,264.90

TERM FOUR TOTAL					
DESCRIPTION		TERM	UNIT PRICE	DISCOUNT	EXTENDED
Annual Law Enforcement Policy & DTB Subscription		10/1/2026 - 9/30/2027	$18,148.85	0%	$18,148.85
Annual Law Enforcement Supplemental Manual(s)		10/1/2026 - 9/30/2027	$1,724.37		$1,724.37
Annual Law Enforcement Procedures		10/1/2026 - 9/30/2027	$1,038.33		$1,038.33
Law Enforcement Accreditation Workbench Premium		10/1/2026 - 9/30/2027	$1,837.00		$1,837.00
Police One Academy Annual Rate per User		10/1/2026 - 9/30/2027	$3,707.58		$3,707.58
TERM FOUR TOTAL			$26,456.13		$26,456.13
		Term Four Subscription Total			$26,456.13

TERM FIVE TOTAL					
DESCRIPTION		TERM	UNIT PRICE	DISCOUNT	EXTENDED
Annual Law Enforcement Policy & DTB Subscription		10/1/2027 - 9/30/2028	$19,056.29	0%	$19,056.29
Annual Law Enforcement Supplemental Manual(s)		10/1/2027 - 9/30/2028	$1,810.59		$1,810.59
Annual Law Enforcement Procedures		10/1/2027 - 9/30/2028	$1,090.25		$1,090.25
Law Enforcement Accreditation Workbench Premium		10/1/2027 - 9/30/2028	$1,928.85		$1,928.85
Police One Academy Annual Rate per User		10/1/2027 - 9/30/2028	$3,818.60		$3,818.60
TERM FIVE TOTAL			$27,704.58		$27,704.58
		Term Five Subscription Total			$27,704.58

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "party" and collectively as the "parties."

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 "Agency Data" means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 "Agreement" means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Effective Date" means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Lexipol Content" means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 "Services" means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the "Custom Agreement Terms" section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.[1]

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency's access to Lexipol's Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

[1] Note: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

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4. **Fees; Invoicing**. Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. **Terms of Service**. The following terms and conditions govern access to and use of Lexipol's Services:

5.1 **Online Services**. Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")[2], GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 **Professional Services**. Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting[3], and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 **Intellectual Property; License**. Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 **Account Security**. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 **Agency Data.** Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality**. During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

[2] LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.
[3] Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

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Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. Warranty. LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Indemnification. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

9. Limitation of Liability. Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not Lexipol's required amount of insurance value. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. General Terms.

10.1 Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 Compliance; Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of Texas, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

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Exhibit C

TEXAS ADDENDUM TO LEXIPOL AGREEMENT
CONTRACT NUMBER 3230087-A

This addendum to the **ORIGINAL AGREEMENT** ("agreement") is made and entered into on **November 1, 2023,** by and between **Lexipol.** hereinafter referred to as "CONTRACTOR", with offices located at **2611 Internet Boulevard, Suite 100, Frisco, Texas 75034** and is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY", with offices located at 203 East Wheatland, Duncanville, Texas 75116, to be effective upon approval of the Duncanville City Council and subsequent execution of this Contract by the Duncanville City Manager or the duly authorized designee.

This Agreement amends and modifies the Original Agreement ("**Original Agreement**") dated **November 1, 2023,** made and entered into by the parties. The following terms and conditions are added to the Original Agreement, and should a conflict arise between any of the contract documents, the terms and conditions of the addendum shall take precedence over any and all contract documents to the extent of such conflict exist. All other provisions of the Original Agreement remain in full force and effect, other than any provision added or modified by addendum.

1. Invoices

A. The CONTRACTOR shall submit invoices for services or goods rendered and completed. Invoices shall be emailed to the CITY's Accounts Payable Department at accountspayable@duncanville.com with a proforma copy to the City's designated project manager or departmental point-of-contact. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number, if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The CONTRACTOR's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the CITY. Unless otherwise instructed in writing, the CITY may rely on the remittance address specified on the CONTRACTOR's invoice.

C. Invoices for labor performed outside of the scope and but previously agreed to by the City with a written change order, shall be listed on the monthly invoice as a separate item. Invoices for labor shall include a copy of all timesheets with labor rate and deliverables clearly identified. Invoices shall also include a tabulation of work hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked.

D. Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through All Subcontractor and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or CITY sales taxes must not be included in the invoiced amount. The CITY will furnish a tax exemption certificate upon request.

2. Payment

The CITY may withhold or set off the entire payment or part of any payment otherwise due the

CONTRACTOR to such extent as may be necessary on account of:

A. third party claims, which are not covered by the insurance which the CONTRACTOR is required to pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.
B. failure of the CONTRACTOR to pay Subcontractors, or for labor, materials or equipment; damage to the property of the CITY or the CITY's agents, employees, or contractors, which is not covered by insurance required to be provided by the CONTRACTOR;
C. reasonable evidence that the CONTRACTOR's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
failure of the CONTRACTOR to submit proper invoices, with all required attachments and supporting documentation; or
D. failure of the CONTRACTOR to comply with any material provision of the Agreement or perform the project in a satisfactory manner.
E. any sums owed to the CITY, for any reason including delinquent taxes.

Payments shall be made within 30 days of receipt of invoice by CITY, unless disputed by the CITY. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3. Termination

The CITY may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities, or material in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is-without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to the CITY. Should the CITY require a modification of this Contract with CONTRACTOR, and in the event the CITY and the CONTRACTOR fail to agree upon a modification to this Contract, the CITY shall have the option of terminating this Contract and the CONTRACTOR's services hereunder at no additional cost other than the payment to the CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONTRACTOR prior to such termination date.

4. Insurance

A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by

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

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

A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Section shall be furnished to CITY before any services are performed under this Contract to:

CITY of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
purchasing@duncanvilletx.gov

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least **"A" by AM Best** or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the CITY.

5. Indemnification for Injury and Performance

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

appeals are exhausted, determining such joint or derivative negligence or liability.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this agreement. This provision shall survive the termination of this agreement.

6. Jurisdiction, Venue, Applicable Laws

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein.

7. Dispute Resolution

If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in

mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONTRACTOR will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8. Business Prohibitions and Requirements

A. Prohibition on Contracts with Companies Boycott of Israel

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

B. Transactions with an Abortion Provider or Affiliate

CONTRACTOR certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Contractor, Agreement and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.

C. Prohibition against doing business with Foreign Terrorist Organizations

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

D. Discrimination Against Firearm & Ammunition Industries

Vendor certifies and verifies that (1)neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274.For purposes of this Agreement, the term ""Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

E. Boycotting of Energy Companies

Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government

Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

F. Certificate of Interested Parties Electronic Filing (See Exhibit C)

No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the CONTRACTOR shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908. https://www.ethics.state.tx.us/filinginfo/1295/

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

9. Funding and Non-Appropriation Clause

The awarding or continuation of this agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the CITY Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to elate shall be paid.

The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate Appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any Appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

10. Right to Inspect/Audit Records

CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors or subcontractors involving transactions to the subcontract and further, that CITY shall have access during normal working shall give the subcontractor's or subcontractors reasonable advance notice of intended audits no less than 3 business days.

11. Force Majeure

The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately notify the CITY of Duncanville **Chief Procurement Officer** by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

12. Confidentiality

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that the Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an

order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate protective order. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Consider a Resolution approving a five (5) year contract with Flock, Inc. for the maintenance and monitoring of automated license plate recognition (ALPR) cameras in an amount not to exceed $75,000.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Stogner, Interim Chief of Police

BACKGROUND/HISTORY:
The Police Department has been working with Flock Safety, Inc., a license plate recognition (LPR) camera vendor, to install six cameras to be placed in strategic locations around the City of Duncanville for law enforcement investigative purposes. In October 2023, the LPR cameras went live throughout the City. This allowed the officers and detectives the ability to search vehicles involved in criminal activity. Because of our ability to search vehicles, the Police Department has identified and solved several high-profile offenses. However, without using the LPR cameras, these investigations may still be active with the suspect(s) at large. In addition to our cameras, the Police Department has a much larger footprint as we can access other LPR cameras from agencies within the State of Texas and the Continental United States.

Our current contract will expire at the end of FY2024. By entering into a 5-year agreement with Flock, Inc., the cost per camera will remain at $2,500 each or $15,000 for six cameras. However, if the City Council chooses not to enter into the 5-year agreement, the cost per camera will be $3,000 or $18,000 for six cameras.

POLICY EXPLANATION:
Contract terms expenditure not to exceed $75,000.00. (FY24 - $15,000.00, FY25 - $15,000.00, FY26 - $15,000.00, FY27 - $15,000.00, FY28 - $15,000.00)

FUNDING SOURCE:

ORG and Object Number
Administration - 01055000 Contractual Services - 700450

Available Budget	**Purchase Amount**	**After Encumber**
FY24 - $15,000.00	FY24 - $15,000.00	$0.00

ACTION ALTERNATIVES:

1. Approve.
2. Do not approve.
3. Other actions as directed by the City Council.

ATTACHMENTS:
Resolution No. - 2023-110R - LPR Cameras - Renewal - Pdf

RESOLUTION NO. 2023-110R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF LICENSE PLATE READER CAMERA (LPR) FROM FLOCK IN THE ESTIMATED EXPENDITURE AMOUNT OF $75,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Duncanville has an interest in increasing public safety by maintaining awareness of criminal activity; and

WHEREAS, the City of Duncanville Police Department desired to utilize license plate reader (LPR) cameras for the purpose of identifying vehicles associated with violations of law; and

WHEREAS, the most ideal location for these cameras are adjacent to State Highway 67; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize a services agreement with Flock for license plate reader (LPR) for an expenditure amount not to exceed $75,000.00.

WHEREAS, the City Council of the City of Duncanville find that the passage of this Resolution is in the best interest of the citizens of Duncanville.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes an agreement with Flock for license plate readers (LPR) through a five-year term incorporated herein as Exhibit A with an estimated potential full contract term expenditure not to exceed $75,000.00. (FY24 - $15,000.00, FY25 - $15,000.00, FY26 - $15,000.00, FY27 - $15,000.00, FY28 - $15,000.00)

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

SECTION 3. The City Council of the City of Duncanville has budgeted funds available in account 01055000-700450 for license plate reader (LPR); and

SECTION 4. That Flock recognizes that the continuation of any contract after the close of, or during, any given fiscal year of the City of Duncanville, which fiscal year

ends on September 30 of each year, shall be subject to Council budget approval of the City of Duncanville providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to date shall be paid; and

SECTION 5. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of February, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

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Flock Safety + Duncanville TX PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Ashley Shambo
ashley.shambo@flocksafety.com
972-310-9832

flock safety

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Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	**120**	**1B+**	**<60%***
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

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Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

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Out-of-Box Software Features	

Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras.
	The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint ™ technology. Search filters include:
	● Vehicle make
	● Body type
	● Color
	● License plates
	  ○ Partial tags
	  ○ Missing tags
	  ○ Temporary tags
	  ○ State recognition
	● Decals
	● Bumper stickers
	● Back racks
	● Top racks

National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: *California SVS* *FDLE* *FL Expired Licenses* *FL Expired Tags* *FL Sanctioned Drivers* *FL Sex Offenders* *Georgia DOR* *IL SOS* *Illinois Leads* *NCIC* *NCMEC Amber Alert* *REJIS* *CCIC* *FBI*
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.

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Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

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License Plate Recognition		
The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.* *Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department		
Flock Safety Falcon®LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
Fixed, infrastructure-free LPR camera designed for permanent placement. ✓ 1 Standard LPR Camera ✓ Unlimited LTE data service + Flock OS platform licenses ✓ 1 DOT breakaway pole ✓ Dual solar panels ✓ Permitting, installation, and ongoing maintenance	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs. ✓ 1 LPR Camera ✓ Unlimited LTE data service + software licenses ✓ 1 portable mount with varying-sized band clamps ✓ 1 Charger for internal battery ✓ 1 hardshell carrying case	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates. ✓ 1 Long-Rage LPR Camera ✓ Computing device in protective poly case ✓ AC Power ✓ Permitting, installation, and ongoing maintenance

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Your Flock Safety Team	
Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.	
Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. *Note: Ongoing maintenance does not apply to Falcon Flex devices.*
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.

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EXHIBIT A

ORDER FORM

Customer:	Duncanville TX PD	Initial Term:	60 Months
Legal Entity Name:	Duncanville TX PD	Renewal Term:	24 Months
Accounts Payable Email:	accountspayable@duncanville.com	Payment Terms:	Net 30
Address:	Po Box 380280 Duncanville, Texas 75116	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$15,000.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	6	Included

		Subtotal Year 1:	$15,000.00
		Annual Recurring Subtotal:	$15,000.00
		Discounts:	$15,000.00
		Estimated Tax:	$0.00
		Contract Total:	$75,000.00

Special Terms:

Effective Date of the Contract. The first day of the Term of this Agreement, which shall be 10/01/2023.

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Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$15,000.00
Annual Recurring after Year 1	$15,000.00
Contract Total	$75,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$15,000.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

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Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

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By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Customer: City of Duncanville**	
By:	DocuSigned by: Mark Smith AC5C931454C24F3...	By:	
Name:	Mark Smith	Name:	
Title:	General Counsel	Title:	
Date:	1/25/2024	Date:	
		PO Number:	

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Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***") on this the 05 day of December 2023. This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

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exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 "***Customer Data***" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 "***Flock Network End User(s)***" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

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1.9 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 *"**Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 "***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.13 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 "***Vehicle Fingerprint*™**" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

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2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("***Retention Period***"). Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

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2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

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3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

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text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (**"*Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

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such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

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5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Flock shall submit invoices for services or goods rendered and completed. Invoices shall be emailed to the CITY's Accounts Payable Department at accountspayable@duncanville.com with a proforma copy to the City's designated project manager or departmental point-of-contact. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. Flock agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

The CITY may withhold or set off the entire payment or part of any payment otherwise Flock to such extent as may be necessary on account of:

a. third party claims, which are not covered by the insurance which Flock is required to pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.
b. failure of Flock to pay Subcontractors, or for labor, materials or

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equipment; damage to the property of the CITY or the CITY's agents, employees, or contractors, which is not covered by insurance required to be provided by Flock;

c.

d. failure of Flock to comply with any material provision of the Agreement or perform the project in a satisfactory manner, any sums owed to the CITY,

e.

6.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 **Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of amount allowed within Texas Government Code 2251 (Prompt Payment Act), until final payment is made.

6.4 **Taxes.** The City of Duncanville is a tax-exempt entity of the State of Texas. Tax Exempt No. 75-60045910.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a

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material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

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8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect*"**), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

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PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** Intentionally deleted.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Indemnity and Dispute Resolution.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior

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level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties; in which event the parties may proceed directly to mediation as described below. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONTRACTOR will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should

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Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

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11. MISCELLANEOUS

11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

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11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Texas. The Parties hereto agree that venue would be proper in the chosen courts of the State of Texas, with Courts located in Dallas County.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Provided written permission is received from the City Manager of Duncanville, Texas, Flock may reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release,

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performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event either Party, or their respective agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish of the other's reputation, Either Party shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

11.16 Business Prohibitions and Requirements

A. Prohibition on Contracts with Companies Boycott of Israel

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

B. Transactions with an Abortion Provider or Affiliate

CONTRACTOR certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective

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September 1, 2019. If this provision is violated by Contractor, Agreement and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.

C. Prohibition against doing business with Foreign Terrorist Organizations

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

D. Discrimination Against Firearm & Ammunition Industries

Vendor certifies and verifies that (1)neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274.For purposes of this Agreement, the term ""Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

E. Boycotting of Energy Companies

Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For

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purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

F. Certificate of Interested Parties Electronic Filing (See Exhibit C)

No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the CONTRACTOR shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.
https://www.ethics.state.tx.us/filinginfo/1295/

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

11.17 Right to Inspect/Audit Records

CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors or subcontractors

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involving transactions to the subcontract and further, that CITY shall have access during normal working shall give the subcontractor's or subcontractors reasonable advance notice of intended audits no less than 3 business days.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

PHONE: _____

Customer NOTICES ADDRESS:

ADDRESS: PO Box 380280, Duncanville, TX 75138

ATTN: Chief Procurement Officer

EMAIL: purchasing@duncanvilletx.gov

PHONE: (972) 780-5058

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EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with RDO Equipment Co. for the purchase of a John Deere backhoe through Sourcewell 011723-JDC in the expenditure amount of $147,220.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jacqueline R. Culton, P.E., MBA, Interim Director of Public Works
Asa Low, Equipment Services Superintendent

BACKGROUND/HISTORY:
The City of Duncanville's Equipment Services Division of the Public Works Department manages the acquisition, maintenance, service, repairs, washing, fueling, replacement, and disposal of the fleet vehicles and motorized equipment used by City departments. These include vehicles and equipment such as police sedans, light and heavy-duty trucks, trailers, tractors, dump trucks, and miscellaneous motorized equipment. Equipment Services works with individual City departments to purchase vehicles and motorized equipment needed to achieve their missions. City-owned vehicles are listed in a Fleet Rotation Schedule for budgeting purposes. The fleet Rotation Schedule is reviewed annually to determine which vehicles have reached the end of their useful lives and need to be replaced. Factors used in reaching this determination are age, miles/hours driven and maintenance requirements.

One of the vehicles identified for replacement this fiscal year is an eight-year-old Case backhoe, which the Street Division utilizes for concrete repairs, asphalt repairs, ditch maintenance, and other Street Division responsibilities. The 2014 Case Model 590SN loader/backhoe has approximately 3,730 hours of use. A 2024 John Deere 410P unit will replace the 2014 Case backhoe. However, the 2014 Case backhoe will remain in use by the Street Department as it will replace a 2005 Case Model 590SM backhoe with 4,164 hours of use. This 2005 unit is experiencing engine problems and has reached the end of its useful life.

POLICY EXPLANATION:
Staff requests a cooperative purchasing agreement with RDO Equipment Co. through Sourcewell Contract 011723-JDC, as the company is an authorized local dealer for John Deere machinery.

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requiring that the local government seek competitive bids to purchase the item. The Texas Local Government Code Chapters 271 and 791 allow government agencies to participate voluntarily in these cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number
415-700885 (Fleet/Equipment Replacement/Motor Vehicles)

Available Budget	**Purchase Amount**	**After Encumber**
$829,679.54	$147,220.00	$682,459.54

ACTION ALTERNATIVES:
1. Award a bid and authorize a cooperative purchasing agreement with RDO Equipment Co. for the purchase of a John Deere backhoe through Sourcewell 011723-JDC in the expenditure amount of $147,220.00.
2. Do not award a bid and authorize a cooperative purchasing agreement with RDO Equipment Co. for the purchase of a John Deere backhoe through Sourcewell 011723-JDC in the expenditure amount of $147,220.00.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Sourcewell Contract
Resolution No. - 2024-211 - John Deere Backhoe Purchase with Exhibit

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Attachment 1

011723-JDC

Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales, 1300 River Drive, Moline, IL 61265 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. The John Deere Warranty Statement describes covered items and services when returning Damaged Equipment and

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Products. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity. Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. Any state that requires a Sourcewell participating addendum with an additional admin fee, we reserve the right to reduce the list price discount to accommodate this additional fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
    b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

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a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

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16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

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18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.
Minimum Limits:
$2,000,000

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5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier.

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E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally Omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/4/2023 | 2:30 PM CDT

John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales

DocuSigned by:
By: Mark Oliver
1CAF73242BB647F...

Mark Oliver
Title: Manager Contract Sales
Date: 4/5/2023 | 8:05 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 4/5/2023 | 8:20 AM CDT

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RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name:	John Deere Shared Services LLC
Does your company conduct business under any other name? If yes, please state:	John Deere Construction Retail Sales a division of John Deere Shared Services LLC
Address:	1300 River Drive Moline, IL 61265
Contact:	Brooke DeVol
Email:	ForsbergBrookeL@JohnDeere.com
Phone:	309-207-0431
HST#:	36-2382580

Submission Details

Created On:	Monday November 28, 2022 09:24:58
Submitted On:	Thursday January 12, 2023 14:48:05
Submitted By:	Brooke DeVol
Email:	ForsbergBrookeL@JohnDeere.com
Transaction #:	17731346-34ec-484a-83d5-3fc1c1f49270
Submitter's IP Address:	165.225.57.43

DocuSign Envelope ID: 54FC24D3-8A5A-4541-98A2-44B284ACDC8E

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	John Deere Construction Retail Sales a division of John Deere Shared Services LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	John Deere Construction Retail Sales JDCRS John Deere Construction & Forestry	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 3PSD7 UEI: ED9BLXH3Hg21	*
5	Proposer Physical Address:	1300 River Drive Moline, IL 61265	*
6	Proposer website address (or addresses):	www.deere.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brooke DeVol, Contract Administrator 1300 River Drive Moline, IL 61265 ForsbergBrookeL@JohnDeere.com 309-207-0431	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	We Run Like No Other. We conduct business essential to life. Running for the people who trust us and the planet that sustains us, we create intelligent connected machines that enable lives to leap forward. See our higher purpose: https://www.deere.com/en/our-company/higher-purpose/ John Deere customers are at the center of everything we do. We rely on more than 180 years of experience and terabytes of precision data to know them and their businesses better than anyone else. Our easy-to-use technology helps deliver results they see in the field, on the job site, and on the balance sheet. We ensure seamless access to parts, services, and performance upgrades from take home to trade-in by providing world-class support throughout the lifecycle of their equipment, with productivity and sustainability always in mind. We never forget that we're here to help life leap forward. Deere & Company at a glance: https://www.deere.com/assets/pdfs/common/our-company/deere-&-company-at-a-glance.pdf	*

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11	What are your company's expectations in the event of an award?	Our expectation, if we are awarded, is to continue working with Sourcewell to provide governmental customers the best option for acquiring our Construction and Compact Construction products. The John Deere Governmental Sales Team will continue to train our dealers on how to present Sourcewell and the benefits the contract offers to continue growing our sales. Since our training plan was rolled out in late 2016, our sales on this contract have had significant growth and our expectation is to continue that trend in the market place.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	John Deere has a long history and attached in supplemental documents is our most recent annual report from 2021. Our 2022 fiscal year just concluded on October 31, 2022 and the annual report is not published at this time.	*
13	What is your US market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in the US.	*
14	What is your Canadian market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No bankruptcy proceedings have taken place.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere Construction Retail Sales (JDCRS) is based in Moline, IL and is responsible for growing sales in the governmental segment for the Construction & Forestry Division of John Deere. All employees of JDCRS are full time John Deere employees. This sales team is responsible for training our dealers on governmental business, contracts and sales processes. Specific to supporting the Sourcewell contract, the account managers, contract manager and sales support team are responsible for educating the dealers on the quoting, ordering and delivery process of products sold on the Sourcewell contract. All dealers are required to go through a contract training program either in person or virtually via Microsoft Teams to become an authorized seller on our contract. This process has been the main driver of our growth since it was launched in 2016. We do retain the right to sell direct if required or the dealer has not completed our training program. Upon award of this new contract, we are revamping our training process to leverage our John Deere University online training system to make it easier and more efficient for the dealer field staff to become trained and certified on the Sourcewell contract.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	John Deere maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering, Safety, Accounting, Human Resources and Tax and Legal Departments. John Deere self-audits and has regular outside audits performed by Deloitte & Touche for compliance with all required licenses, certifications and regulations.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or disbarments to note.	*

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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	John Deere has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship. Page 12 of the 2021 Annual Report (attached in the documents section of the response) showcases some of our business highlights and the list of 2021 Awards and Recognitions. Also, attached within the documents section is our 2021 Sustainability Report for John Deere.	*
20	What percentage of your sales are to the governmental sector in the past three years	Customer and segment specifics for John Deere sales are not shared publicly. For the industry as a whole that we participate in, approximately 10-15% of sales for Construction and Compact Construction Equipment are sold to governmental agencies across North American each year.	*
21	What percentage of your sales are to the education sector in the past three years	Our education sector sales is a low percentage of our total governmental business but education entities have utilized the Sourcewell contract previously. For construction and compact construction equipment it is generally reported as a local or state level sale.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NASPO, as well as state participating addendums through this contract H-GAC TASB BuyBoard We also hold on average 5-10 individual state contracts outside of cooperative purchasing contracts. Sales figures are not publicly shared on any of these contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA DLA US Fish & Wildlife, IDIQ Sales figures are not publicly shared on any of these contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Murphy Tractor & Equipment; an authorized dealer with a vast customer base with Sourcewell purchases.	Cole Iverson VP of Sales	507-320-8826	*
Brandt Tractor Ltd.; an authorized dealer with a vast customer baes with Sourcewell purchases.	Lloyd Norminton Government Sales Manager	780-486-6786	*
RDO Construction Equipment MW; an authorized dealer with a vast customer base with Sourcewell purchases.	Jesse Miller Government Sales Manager	952-882-2752	*

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Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
New York State	Government	New York - NY	Sourcewell and Sourcewell participating addendum sales.	We averaged 172 sales per year over the last 3 years within the state of New York.	We averaged 19 million dollars per year over the last 3 years within the state of New York.	*
State of Ohio	Government	Ohio - OH	Sourcewell sales. Ohio STS contract was also held and is now expired. These sales are not publicly shared from our office. 2022 Q4 is our first full quarter of our Sourcewell PA contract being rolled out in Ohio.	Previous contracts in Ohio averaged 38-50 transactions per year.	Previous contracts in Ohio averaged 3-5 million dollars per year.	*
United States Air Force	Government	Pennsylvania - PA	DLA Military Sales	Not publicly shared from our office.	Not publicly shared from our office.	*
Florida Forest Service	Government	Florida - FL	Florida Forest Service contract	Not publicly shared from our office.	Not publicly shared from our office.	*
Louisiana DOT	Government	Louisiana - LA	State DOT contract	Not publicly shared from our office.	Not publicly shared from our office.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Sales is covered by our independent dealer network that has been trained and certified on the Sourcewell sales processes. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
27	Dealer network or other distribution methods.	There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
28	Service force.	This is covered fully by our dealers. Our dealers standard policy also has a minimum service technician to machine base ratio to ensure the best service and response time.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We have two processes for ordering products on our Sourcewell contract. The majority of our sales are ordered by authorized selling dealers that have been trained and certified by our John Deere Government Sales office. Upon delivery of an order we have a sales reporting automated process to capture the sales for reporting to Sourcewell. For dealers that may not be certified yet, our John Deere Government Sales office reserves the right to order direct.	*

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30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	A professional, capable, well-trained, well-capitalized dealer network is one of John Deere's competitive advantages. Our dealers, backed by John Deere, provide local customer support, repairs, maintenance and parts. John Deere has authorized dealers in all 50 U.S. states and all across Canada. There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment and another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We also have a certified technician training program to ensure quality service for our customers. There are also multiple regional parts depots across North America for the best parts availability in the industry. Dealers must submit an annual business plan that contains their commitment to effectively selling and supporting all potential customer in their area, including but not limited to commercial accounts, national accounts, and state, county, and local governmental agencies. Customer can count on John Deere construction dealers to support our products and customers.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All areas of the U.S. will be served.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All areas of the U.S. will be served. All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Any agency that John Deere defines as a governmental customer and is also eligible to be a Sourcewell member will qualify for the discounts on our contract. John Deere Construction & Forestry defines a governmental customer as the following: 1. Federal, state/provincial, county, municipal and local governmental agencies 2. Hospitals and state/provincially accredited schools (both public and private) 3. Special government and/or taxing districts that have authority to levy taxes and/or issue tax free municipal bonds (ex. airports) 4. Governmental facilities run by independent management groups qualify only if a governmental agency issues the purchase order and retains ownership. Ownership by the management group voids discount eligibility. 5. Non-governmental utilities or departments or divisions of them that provide has, water, electrical, or telephone service directly to commercial or home users 6. Governmental agencies or departments or divisions of them that provide recycling or waste service directly to commercial or home users. Companies or departments or divisions of these utilities that do not provide service directly to commercial or home users do not qualify 7. North American Indian Tribal Councils 8. Non-profit agencies exempt from state/provincial and federal taxes 9. All Municipal Railroads	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The John Deere Construction & Forestry Division has assigned dealers in both Alaska and Hawaii. As is the case for the continental U.S. (CONUS), factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced for any applicable areas outside of the continental U.S. (CONUS). Location specific factors related to moves by ocean, barge, inland, etc. will affect final delivery date.	*

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Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Since our "authorized selling dealer" initiative that was rolled out in late 2016, our marketing plan has focused on getting our dealer network to understand the power of cooperative purchasing, specially the Sourcewell contract. Our dealers are closer to the end use customers and understand their business and product needs better than our small team here in Moline, IL. Once we got the dealers fully bought in on the power, ease of use and importance of the contract, the sales numbers took off year over year. Our plan for the new contract is to continue this with our dealer network.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	John Deere has a great public website with information about our entire product line. We also have a link to a variety of governmental contracts that are available. In addition to those site, we also allow the customer to build their own machine online so they can see the options that are available before they contact their local dealer. https://www.deere.com/en/ https://www.deere.com/en/construction/ https://www.deere.com/en/government-and-military-sales/ https://www.deere.com/en/government-and-military-sales/state-and-local-purchasing/ https://configure.deere.com/cbyo/#/en_us/products Our marketing communications group runs a variety of social media promotions including a YouTube channel (https://www.youtube.com/user/JohnDeere) and Facebook page (https://www.facebook.com/JohnDeereUSCA/). The message on these sites changes periodically but it is primarily focused on the benefits of the John Deere relationship and how we are close to our customer.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	From the John Deere perspective, there are three key components to promoting the Sourcewell contract: Sourcewell, John Deere Construction Retail Sales (JDCRS), and our dealer network across the US and Canada. Each has a key role to the success of the continued and incremental sales increases each year. Sourcewell's job is to continue to promote the brand to eligible members so they understand the basics of cooperative purchasing and the benefits of membership. JDCRS has the responsibility to train the dealers on sales processes (ceiling price, discount structure, ordering and delivering of products), how to determine if a customer is already a member and how to assist a customer that is not a member how to become a member. Our dealer's responsibility is to help identify the right product for the job and how to find the easiest, most cost effective way to source that product/solution. We believe that Sourcewell provides one of the best tools available to eligible customer and we will continue to promote that in our annual training. We work with our dealers and support them at any regional conference or training opportunity that helps promote the brand of all three entities. Open communication between all three parties is the key for future success and incremental sales gains on the next contract.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We are investigating e-procurement options for certain product families in the future but those are not available at this time. Due to the customizable nature of products and services, there are many possible configurations for each model. Many build-code dependencies must be taken into consideration for a properly functioning machine to be built. For that reason, we feel it is best to contact the local dealer for machine configuration guidance prior to requesting a contract quote.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training on equipment operation and safety is provided through the local dealer. At time of delivery, the dealer provides an introductory walk-around of the unit, explaining general operation and maintenance procedures, free of charge as part of the purchase. Additional product or specific system training is optional and quoted by the local dealer.	*

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41	Describe any technological advances that your proposed products or services offer.	John Deere C&F products offer a variety of technology solutions that work to eliminate rework, improve jobsite safety, counteract labor shortages and increase efficiency. Information on those initiatives is public and can be found at the following link: https://www.deere.com/en/technology-products/precision-construction-technology/ There was also a magazine published in the Fall of 2021 that focused on technology and its place in our industry. A link to that publication is below. THE DIRT publication, Fall 2021. https://www.deere.com/assets/pdfs/common/industries/construction/publications/the-dirt-fall-2021-dkmag265c-cv.pdf John Deere has also published what is known as our "Leap Ambitions" and that is also public. Our strategy for the Construction & Forestry Division is by 2026, we will deliver: • 20+ electric and hybrid-electric product models. • Earthmoving: Increase SmartGradeTM grade control adoption to 50%. • Forestry: Boost Intelligent Boom Control adoption to 100%. • Roadbuilding: Increase Precision Roadbuilding Solution adoption to 85%. More information on our Leap Ambitions can be found at: https://www.deere.com/en/our-company/sustainability/sustainability-report/leap-ambitions/ Technology advances in our products is vitally important and was on display at CES 2023 where our CEO was the keynote speaker on day 1. Information can be found at CES2023.deere.com	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	John Deere has been very public with these initiatives and more can be found on our website in our most recently published Sustainability Report. https://www.deere.com/en/our-company/sustainability/sustainability-report/ "Our next leap is ELECTRIC" is another informative piece discussing the future of electrification at John Deere. https://www.deere.com/en/our-company/electrification/	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	In October 2022, John Deere received an award for the SBTi Validation of Greenhouse Gas Emission Reduction. https://www.deere.com/en/news/all-news/john-deere-receives-sbti-validation-of-greenhouse-gas-emission-reduction-targets/ In 2021 John Deere acquired majority ownership of Kreisel Electric. https://www.kreiselelectric.com/johndeere/	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	John Deere is committed to Supplier Diversity. Each year we submit to GSA a commercial plan that outlines our commitment to use WMBE's, SBE's, and other MBE's suppliers in support of our business. We also have signed on with two small business partners to learn about small business and partner with them to meet demand for products with a small business designation in the Federal market as well as help grow their businesses. Our partners are The Akana Group (Native American owned small business, small business, HUBZone certified) and Bravo (Service Disabled Veteran-Owned Business). If opportunities arise in the cooperative world for small business designation, we are prepared to grow that segment as well.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	John Deere has a very strong presence as a construction equipment and compact construction equipment provider. John Deere is also the world's leading manufacturer of agricultural equipment. Additionally, John Deere Financial is one of the largest equipment finance companies. Valuable Extras: 1) Genuine John Deere Parts - highest quality parts for the highest quality equipment. -Regional parts depots strategically placed around North America for the best parts delivery response. 2) John Deere Connected Support – Allows customers to: - Monitor alerts for the machine remotely. - Monitor engine hours and utilization. - View machine location and get driving directions to the jobsite. - Monitor fuel level and idle time. 3) John Deere Connected Support – Allows dealers to: - Monitor alerts coming from the customers machine. - Remotely connect to a customers machine for real-time diagnostics. - Leverage Expert Alerts from John Deere to address potential future downtime. - Perform software updates from the dealership.	*

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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Construction equipment has basic warranty of 12 months/unlimited hours. The standard warranty general provisions including parts and labor is attached to this RFP submission. Compact construction equipment has a basic warranty of 24 months or 2,000hrs whichever occurs first.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Extended warranty is available as a separate purchase, not on this RFP, through our local dealers. Extended warranty has a year and hour limitation with each purchase. An example is 3 year 5,000hr power train/hydraulics extended warranty option.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, TTM is not covered within our warranty.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, we can cover the entire U.S. and Canada with our dealer network.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Third party warranties are handled by the original OEM of that attachment.	*
51	What are your proposed exchange and return programs and policies?	As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts… of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See attached standard warranty document for full text explanation.	*
52	Describe any service contract options for the items included in your proposal.	John Deere does not offer any service contracts within this RFP. Service contracts and extended warranty options are available for customers from their local dealer and can be quoted to them at time of purchase.	*

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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	JDCRS' only option for payment terms is Net 30 Days for direct sales. Since the majority of our deals are purchased through one of our authorized dealers, there are financing options available (JD Financial) that can be negotiated before finalizing the deal.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days. John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval. John Deere Financial also offers other leasing and financing options for governmental, educational and non-profit entities, subject to approval. All leasing and financing options are handled through the local dealer and John Deere Financial. The lease/finance provider funds the contract sales invoice within 30 days.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our John Deere dealers use approved applications in their business system to provide quotes to customers stating the approved contract discount rate. The quote contains terms and conditions for the quote and terms for payment when a PO is issued. For direct sales through our office similar documentation is used and is available in the document upload section.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee.	*

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Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each model will have a discount associated to it which applies to all options of that model fully configured, base coded attachments will have a separate discount schedule. Third party attachments (AT and BYT kits) are not part of this RFP proposal and are available for separate purchase by our dealer. The model and discount schedule is attached. Full current price pages will be submitted upon successful award. Any price changes or model updates will be submitted through the PnP process.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Quotes are provided to the customer with a discount off of current list price. Quotes are price protected for a period of 30 days as long as a PO is received within that 30 day period. See attached pricing & discount schedule as well as the example quote for our proposal on this RFP.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	We offer two different volume discounts between our construction equipment (CE) portfolio and our compact construction equipment (CCE) portfolio due to the difference in acquisition costs of the larger construction equipment verses the smaller compact construction equipment. CE: 5-7 machines = 1%, 8-14 machines = 2%, 15+ machines = 3% CCE: 8-14 machines = 1%, 15+ machines = 3%	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced or open market items are not part of our RFP response but we do allow dealers to quote these as dealer provided items as a separate line item on the quote. Discounts will not be applied to these open market items. Quotes for these products are negotiated directly through the customer and our dealer network.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The following will not be included: 1. Dealer provided goods and services: Non-factory goods and services (third party items) will be quoted by dealer at the customers request. 2. Set-up and installation fees: These charges will be quoted by the dealer and are not part of this RFP. 3. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity. Taxes: Local taxes, if applicable, will be assessed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items just as they are for all participating entities. Travel that occurs by ocean, barge or inland may affect the delivery time of the machine.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a customer has a unique request, we can review at that time, otherwise there are no unique methods offered in this RFP.	*

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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcewell has become our most valued contract to our dealer network for governmental business. We will continue to use our best available discount schedule to support this contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our dealers are required to participate in a contract sales training class to ensure they are promoting the contract per the Terms and Conditions of our RFP response. Dealers are made aware of how to obtain the effective price date of the contract, so the customer is being quoted accurately. Whenever there is a price change approved by Sourcewell, we communicate that information via our dealer bulletin process and post on our dealer microsite. We also use an automated settlement process where a dealer utilizes a program ID code so that we can accurately capture the sales each quarter for our internal review and submit to Sourcewell for the payment of our admin fee. We will also be launching a new quoting process to simplify the quoting process for many of our dealers to ensure accurate pricing per the terms and conditions of our contract.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon award of this contract, we track the sales performance of each dealer group across the US and Canada to achieve our market share goals for construction equipment and compact construction equipment in the governmental segments. This has worked well for this contract to date, and we will continue to use this market share metric to keep our dealers accountable for performance.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We have had great success growing and expanding the utilization of this contract for all our dealers in the US and Canada and will continue this growth by providing a 0.5% admin fee to Sourcewell on all contract items. Third party attachments or non-contract items (dealer provided items) are not subject to the admin fee. The total calculated admin fee is payable each calendar quarter to Sourcewell.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We will be offering our complete line of construction equipment and compact construction equipment, as well as base coded attachments. Product families include Articulated Dump Trucks, Backhoes, Compact Track Loaders, Crawler Dozers, Crawler Loaders, Excavators, Compact Excavators, Tractor Loaders, Motor Graders, Skid Steer Loaders, Wheel Loaders and Compact Wheel Loaders. All services including product support, part support, and warranty work will be provided by our authorized dealers and not part of this contract.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

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Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	(•) Yes ( ) No	
72	Motor Graders	(•) Yes ( ) No	
73	Wheeled and tracked excavators	(•) Yes ( ) No	
74	Bulldozers, compactors, scapers, articulated and rigid haulers	(•) Yes ( ) No	We do not offer rigid haulers. Compactors are offered on the separate Wirtgen contract.
75	Cranes	( ) Yes (•) No	
76	Accessories or attachments for the offering in #71-75 above	(•) Yes ( ) No	We will be offering base coded attachments at time of whole goods purchase or separately if needed. AT kits and BYT kits (third party attachments) are not part of this contract.
77	Technology or services for the offering in #71-75 above	(•) Yes ( ) No	-' /ink Telematics, Grade Control, and Slope Control are examples of these technology services that are available as options on certain products.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	(•) Yes ( ) No	We offer 4 wheel loaders that meet this spec requirement.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	(•) Yes ( ) No	We offer 10 excavators that meet this spec requirement.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	(•) Yes ( ) No	We offer 8 motor graders that meet this spec requirement.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	( ) Yes (•) No	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - RFP 011723 Model & Discount Schedule.pdf - Monday January 09, 2023 11:48:21
- Financial Strength and Stability - Deere-Co_Annual-Report-2021.pdf - Tuesday November 29, 2022 12:34:40
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - US CAN deere wty stmt.pdf - Tuesday December 06, 2022 10:27:02
- Standard Transaction Document Samples - Sample Sourcewell Quote.pdf - Monday January 09, 2023 11:22:37
- Upload Additional Document - Sustainability Report 2021.pdf - Tuesday November 29, 2022 13:01:16

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Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Oliver, Manager, Contract Sales, John Deere Construction Retail Sales

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☑	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☑	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☑	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☑	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☑	1

RESOLUTION NO. 2024-211

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH RDO EQUIPMENT CO. FOR THE PURCHASE OF A JOHN DEERE BACKHOE THROUGH SOURCEWELL CONTRACT 011723-JDC IN THE EXPENDITURE AMOUNT OF $147,220.00, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with Sourcewell for products and services; and

WHEREAS, Sourcewell has taken sealed bids for Heavy Construction Equipment, and a contract was awarded to John Deere; and

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a cooperative purchasing agreement with RDO Equipment Co. for the purchase of a John Deere backhoe through Sourcewell Contract 011723-JDC in the expenditure amount of $147,220.00, attached hereto and incorporated herein as Exhibit A; and authorizes the City Manager to execute the necessary documents related to said expenditure.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of February, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Investment Proposal (Quote)

RDO Equipment Co.
3230 East Airport Freeway
Irving TX, 75062
Phone: (972) 438-4699 - Fax: (972) 438-6789

Proposal for:
CITY OF DUNCANVILLE
PO BOX 380280
DUNCANVILLE, TX, 751380280
DALLAS

Investment Proposal Date:	11/15/2023
Pricing Valid Until:	2/29/2024
Deal Number:	1718621
Customer Account#:	5000075
Sales Professional:	Brandon Aldridge
Phone:	(972) 438-4699
Fax:	(972) 554-2132
Email:	BAldridge@rdoequipment.com

Comments

SOURCEWELL ID #011723-JDC

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2024 JOHN DEERE 410P	$239,529.00
			Customer Discount SOURCEWELL DISCOUNT (NOT BUYBOARD QUALIFIED)	($92,309.00)
			Equipment Subtotal:	**$147,220.00**

Purchase Order Totals

$147,220.00

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2024 JOHN DEERE 410P	17E0T 410 P-tier Backhoe Loader 0202 United States 0351 Translated Text Labels 0259 English 1003 Cab 8109 Sun Visor 8182 Radio, Bosch Basic Package 8208 Seat, Cloth Air-Suspension - Heated 183E JDLink™ 3009 Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential 4006 John Deere 4.5L - FT4/Stage IV 8213 Chrome Exhaust Extension 8075 Diagnostic Oil Sampling Ports 5250 Galaxy 21L-24 12PR Rear & 12.5/80-18 10PR Front 6152 Single Battery with Disconnect and Jump Post 8142 LED Light Package 6752 Extendible Dipperstick 6577 1250 lb. (567 kg.) Front Counterweight 7028 Pilot Controls, Two Lever, with Pattern Selection 7037 Two-Function Loader Hydraulics, Single Lever 7806 24 in. (611 mm.) Heavy-Duty Bucket, 6.9 cu. ft. (0.20 cu. m.) 7701 Less Coupler - Thumb Ready 7865 92 in. (2.33 m.) General Purpose Bucket, 1.50 cu. yd. (1.15 cu. m.) 7001 Auxiliary Hydraulics with One Way Flow (Hammer)

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Consider a Resolution authorizing a final contract renewal with Micro Systems via sole source procurement for the continuation of repairs and maintenance of the existing SCADA system for the water and wastewater system in an amount not to exceed $30,000.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jacqueline R. Culton, MBA, P.E., Interim Director of Public Works
Matt Bryant, Utilities Superintendent

BACKGROUND/HISTORY:
The City of Duncanville Utilities Division utilizes a Supervisory Control and Data Acquisition (SCADA) system for operational control and collection of data needed to operate the City's water distribution system. SCADA provides 24/7 potable water distribution system monitoring, security for the City's water storage facilities, fully automated operation of water pumps, reporting, and data trends analysis capabilities. This helps to ensure 24/7 uninterrupted water supply to the residents of the City of Duncanville through a fully automated operation.

QEI, Inc. installed the current SCADA system. They have a single certified maintenance and technical support person to service all of Texas. This support service technician does business as Micro Systems. The City has utilized the services of Micro Systems for the last 30 years to repair and maintain the City's SCADA system. The current contract is up for a one-year renewal. The expenditures as available per the City's financial reporting system for fiscal years 2019 through 2023 total $107,250.79, as outlined below, exceeding $50,000.00.

FY19: $27,289.70
FY20: $9,727.35
FY21: $7,599.45
FY22: $21,325.06
FY23: $41,309.23

The City Council's authorization of a final contract renewal with Micro Systems will help ensure the reliability of the City's SCADA system until a new SCADA system is installed by late 2024. Maintenance and support of the existing system will help to ensure our water system remains regulatory compliant and adequate and safe water is provided to the City's customers.

POLICY EXPLANATION:
Staff requests the approval of a final contract renewal with Micro Systems via sole source procurement to perform repairs and maintenance of the City's existing SCADA QEI software and equipment as needed in fiscal year 2024 during the SCADA system replacement process.

FUNDING SOURCE:

ORG and Object Number
02312000-700662 (Water & Sewer Services/Equip Repair/Maintenance)

Available Budget	Purchase Amount	After Encumber
$75,579.75	$30,000.00	$45,579.75

ACTION ALTERNATIVES:
1. Authorize a final contract renewal with Micro Systems via sole source procurement for the continuation of repairs and maintenance of the existing SCADA system for the water and wastewater system in an amount not to exceed $30,000.00.
2. Do not authorize a final contract renewal with Micro Systems via sole source procurement for the continuation of repairs and maintenance of the existing SCADA system for the water and wastewater system in an amount not to exceed $30,000.00.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Micro Systems Sole Source Memo
Resolution No. - 2024-199 - Micro Systems

Attachment 1

City of Duncanville
203 E. Wheatland Rd
Duncanville, TX 75116
972.780.4900 P | 972.780.4949 F
www.duncanvilletx.gov

Memo

Date	February 6, 2024
To	Mayor and Council
Thru	Douglas Finch, City Manager
Thru	Elton D. Brock, MBA, CTCM, CTPM, CPSM, CPM, Chief Procurement Officer
Thru	Jacqueline Culton, MBA, P.E., Interim Director of Public Works
From	Matt Bryant, Utilities Superintendent
Subject	Sole Source for Micro Systems // Maintenance of Existing SCADA System – Final Renewal

Request:

Approve a sole source procurement with Micro Systems in an amount not to exceed $30,000.00 for maintenance of the City's existing Supervisory Control and Data Acquisition (SCADA) system and equipment. This contract will provide maintenance support for the existing SCADA system until it is replaced with a new system in late 2024. The City Council approved the new SCADA system on September 5, 2023. It will take approximately one year to install and implement the new system.

Justification:

The City of Duncanville Utilities Division utilizes a Supervisory Control and Data Acquisition (SCADA) system for operational control and collection of data needed to operate the City's water distribution system. SCADA provides 24/7 potable water distribution system monitoring, security for the City's water storage facilities, fully automated operation of water pumps, reporting, and data trends analysis capabilities. This helps to ensure 24/7 uninterrupted water supply to the residents of the City of Duncanville through a fully automated operation.

Our current system was designed and installed by QEI, Inc. of Springfield, NJ, in January 2016 and is past its useful life. QEI, Inc. currently has one certified technician in Texas who performs their services under the business name Micro Systems. The City has utilized the services of Micro Systems for the last 30 years for repairs and maintenance of its SCADA system. The renewal of a final one-year contract with Micro Systems will help ensure our water system remains regulatory compliant.

RESOLUTION NO. 2024-199

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A FINAL CONTRACT RENEWAL WITH MICRO SYSTEMS VIA SOLE SOURCE PROCUREMENT FOR THE CONTINUATION OF REPAIRS AND MAINTENANCE OF THE EXISTING SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM FOR THE WATER AND WASTEWATER SYSTEM, IN AN AMOUNT NOT TO EXCEED $30,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, Utilities Division utilizes a Supervisory Control and Data Acquisition (SCADA) system to automate, control, and monitor its water distribution system to provide uninterrupted, safe drinking water to its citizens, as well as intruder alarm security at all water storage facilities; and

WHEREAS, on September 5, 2023, the City Council of the City of Duncanville, Texas, authorized the replacement of the existing SCADA system software and equipment; and

WHEREAS, the City of Duncanville's existing SCADA system is provided and maintained by QEI, Inc. out of Springfield, New Jersey, which only has one certified technician in Texas, doing business as Micro Systems; and

WHEREAS, the City of Duncanville, Texas, desires to continue using Micro Systems throughout the SCADA system replacement process to ensure our existing SCADA system is fully operational; and

WHEREAS, the Procurement Division to ensure a sole source exception under state law.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes a final contract renewal with Micro Systems via sole source procurement for the continuation of repairs and maintenance of the existing SCADA system for the water and wastewater system in an amount not to exceed $30,000.00 and authorizes the City Manager to execute the necessary documents related to said expenditures.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of February, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Consider a Resolution authorizing an agreement with Macaulay Controls Company for preventative maintenance, calibrations, and as-needed repairs to the City's chemical injection equipment installed at city-owned water storage facilities via sole source procurement for a one-year term, with the option to renew up to four additional one-year terms for a total contract not to exceed five years, in an estimated annual amount of $20,000.00 for fiscal years 24 through 28, for a total contract amount not to exceed $100,000.00, subject to the exercise of a contract renewal and City Council appropriation.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jacqueline R. Culton, P.E., MBA, Interim Director of Public Works
Matt Bryant, Utilities Superintendent

BACKGROUND/HISTORY:
The City of Duncanville utilizes Macaulay Controls Company to repair and maintain its chemical injection equipment (manufactured by ProMinent Fluid Controls) installed at water storage facilities to help ensure excellent water quality. This equipment is used to monitor and improve the quality of our drinking water to ensure standards are consistently being met or exceeded as set by the Texas Commission on Environmental Quality. Macaulay Controls Company is the sole authorized repair and maintenance representative for ProMinent Fluid Controls products and equipment in the Texas municipal market.

POLICY EXPLANATION:
City staff recommends approval of a sole source agreement with Macaulay Controls Company for the preventive maintenance, calibrations, and as-needed repairs to the City's chemical injection equipment installed at city-owned water storage facilities. This service agreement will ensure that our potable water treatment processes stay operational, reliable, and compliant with state/federal regulations.

City Council is requested to approve a contract with Macaulay Controls Company in the total amount of $100,000.00. The estimated expenditure amounts per fiscal year are $20,000.00 for FY24 and an estimated $80,000.00 spread over fiscal years 25 through 28, subject to future appropriations in FY 25-28, as outlined below.

FY24: $20,000.00
FY25: $20,000.00
FY26: $20,000.00
FY27: $20,000.00
FY28: $20,000.00

FUNDING SOURCE:

ORG and Object Number
02312000-700662 (Water & Sewer Services/Equip Repair/Maintenance)

Available Budget	**Purchase Amount**	**After Encumber**
$45,579.75	$20,000.00	$25,579.75

ACTION ALTERNATIVES:

1. Authorize an agreement with Macaulay Controls Company for preventative maintenance, calibrations, and as-needed repairs to the City's chemical injection equipment installed at city-owned water storage facilities via sole source procurement for a one-year term, with the option to renew for up to four additional one-year terms, for a total contract not to exceed five years, in an estimated annual amount of $20,000.00 for fiscal years 24 through 28, for a total contract amount not to exceed $100,000.00, subject to the exercise of a contract renewal and City Council appropriation.
2. Do not authorize an agreement with Macaulay Controls Company for preventative maintenance, calibrations, and as-needed repairs to the City's chemical injection equipment installed at city-owned water storage facilities via sole source procurement for a one-year term, with the option to renew for up to four additional one-year terms, for a total contract not to exceed five years, in an estimated annual amount of $20,000.00 for fiscal years 24 through 28, for a total contract amount not to exceed $100,000.00, subject to the exercise of a contract renewal and City Council appropriation.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Micro Systems Sole Source Memo
Attachment 2 - ProMinent Sole Source Letter
Resolution No. - 2024-200 - Macaulay Controls Company Agreement

Attachment 1

City of Duncanville
203 E. Wheatland Rd
Duncanville, TX 75116
972.780.4900 P | 972.780.4949 F
www.duncanvilletx.gov

Memo

Date	February 6, 2024
To	Mayor and Council
Thru	Douglas Finch, City Manager
Thru	Elton D. Brock, MBA, CTCM, CTPM, CPSM, CPM, Chief Procurement Officer
Thru	Jacqueline Culton, MBA, P.E., Interim Director of Public Works
From	Matt Bryant, Utilities Superintendent
Subject	Sole Source for Micro Systems // Maintenance of Existing SCADA System – Final Renewal

Request:

Approve a sole source procurement with Micro Systems in an amount not to exceed $30,000.00 for maintenance of the City's existing Supervisory Control and Data Acquisition (SCADA) system and equipment. This contract will provide maintenance support for the existing SCADA system until it is replaced with a new system in late 2024. The City Council approved the new SCADA system on September 5, 2023. It will take approximately one year to install and implement the new system.

Justification:

The City of Duncanville Utilities Division utilizes a Supervisory Control and Data Acquisition (SCADA) system for operational control and collection of data needed to operate the City's water distribution system. SCADA provides 24/7 potable water distribution system monitoring, security for the City's water storage facilities, fully automated operation of water pumps, reporting, and data trends analysis capabilities. This helps to ensure 24/7 uninterrupted water supply to the residents of the City of Duncanville through a fully automated operation.

Our current system was designed and installed by QEI, Inc. of Springfield, NJ, in January 2016 and is past its useful life. QEI, Inc. currently has one certified technician in Texas who performs their services under the business name Micro Systems. The City has utilized the services of Micro Systems for the last 30 years for repairs and maintenance of its SCADA system. The renewal of a final one-year contract with Micro Systems will help ensure our water system remains regulatory compliant.

Attachment 2

ProMinent Fluid Controls, Inc.

November 30, 2023

Subject: Channel Partner Authorization

To City of Duncanville:

ProMinent Fluid Controls, Inc. has appointed Macaulay Controls, Inc. as our sole authorized representative for the municipal market in the state of Texas. This includes direct sales to local, county and state governments, and sales to contractors and/or system integrator on municipal projects for the above-mentioned territories.

Macaulay Controls corporate contact information follows:

Macaulay Controls
13920 Osprey Court, Ste. E
Webster, TX 77598
USA

Phone: 281-282-0100
Fax: 281-282-0077

Very truly yours,
PROMINENT FLUID CONTROLS, INC.

J. Luke Dixon
J. Luke Dixon
Regional Sales Manager

RIDC Park West
136 Industry Drive
Pittsburgh, PA 15275-1014

Telephone 412/787-2484
Telefax 412/787-0704
www.prominent.us

Manufacturers of electronically controlled chemical metering pumps assembled and tested in U.S.A.

RESOLUTION NO. 2024-200

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AGREEMENT WITH MACAULAY CONTROLS FOR PREVENTIVE MAINTENANCE, CALIBRATIONS, AND AS-NEEDED REPAIRS TO THE CITY'S CHEMICAL INJECTION EQUIPMENT INSTALLED AT CITY-OWNED WATER STORAGE FACILITIES VIA SOLE SOURCE PROCUREMENT, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, FOR A ONE-YEAR TERM WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE-YEAR TERMS, FOR A TOTAL CONTRACT NOT TO EXCEED FIVE YEARS, IN AN ESTIMATED ANNUAL AMOUNT OF $20,000.00 FOR FISCAL YEARS 24 THROUGH 28, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $100,000.00, SUBJECT TO THE EXERCISE OF A CONTRACT RENEWAL AND CITY COUNCIL APPROPRIATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Utilities Division of the City of Duncanville owns and operates a chemical injection process to ensure minimal water quality standards set by state and federal regulatory agencies are met or exceeded; and

WHEREAS, the Utilities Division uses chemical injection equipment provided and installed by Macaulay Controls Company which must be maintained; and

WHEREAS, the City of Duncanville, Texas, maintains Operational and Maintenance funds to support the maintenance of this equipment; and

WHEREAS, the Procurement Department to ensure a sole source exception under state law.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes an agreement with Macaulay Controls Company for preventive maintenance, calibrations, and as-needed repairs to the City's chemical injection equipment installed at city-owned water storage facilities via sole source procurement, attached hereto and incorporated herein as Exhibit A, for a one-year term with the option to renew for up to four additional one-year terms, for a total contract not to exceed five years, in an estimated annual amount of $20,000.00 for fiscal years 24 through 28, for a total contract amount not to exceed $100,000.00, subject to the exercise of a contract

renewal and City Council appropriation, and authorizes the City Manager to execute the necessary documents related to said expenditures.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of February, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Macaulay Controls Company
– a UFT Company –

Exhibit A

Manufacturers Representatives Since 1965

QUOTE

TO: City of Duncanville

Attn: Matt Bryant

QUOTE NO: VV113023-1
JOB ID: Maintenance agreement
BID DATE:
DATE: 12-5-23
QUOTED BY: Vito Valderas
EFFECTIVE DATE: 30 DAYS
FOB POINT: FACTORY
FREIGHT: Prepay and Add
DELIVERY ESTIMATE: 2-4 weeks ARO
TERMS: NET 30 DAYS

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		River Oaks Site		
1	1	**Quarterly Maintenance consists of labor for:** (3) QUARTERLY VISITS TO INCLUDE CHECKING DIAPHRAGM PUMPS FOR LEAKS, PERFORM OPERATION TESTS, EVALUATE BACK PRESSURE & PRESSUR RELIEF VALVES, FOR CHLORINE SYSTEM CHECK FOR VACUUM LEAKS AND TEST SWITCHOVER, CLEAN FLOW THRU CELL AND TOTAL CHLORINE SENSOR, CHECK CALIBRATION OF ANALYZER	**$600.00**	**$1,800.00**
		(1) YEARLY SERVICE TO INCLUDE FLUSHING OF CHEMICAL SKID PUMPS AND PIPING, REPLACEMENT PARTS AS LISTED BELOW INSTALL PM KITS FOR VACUUM REGULATORS, EJECTORS, METERING PUMPS, DIAPHRAGMS FOR BACK PRESSURE & PRESSURE RELIEF VALVES, REPLACEMENT CAPS FOR ANALYZER		**$2,500.00**
		Total Maintenance for River Oaks Site		**$4,200.00**
		Clark Elevated Tower Site		
2	1	Same as outlined above.		**$4,200.00**
3	2	(2) 1001715 Spare Parts Kit: CNPa 100...	**$181.78**	**$183.78**
4	2	(4) 740048 Spare Membrane Caps (2each)	**$324.73**	**$649.46**
5	6	(1) 1035447 Spare Parts Kit for BPV/PRV ¾”-1”	**$111.25**	**$667.50**
		Note: Any additional parts needed will be an additional cost.		

Macaulay Controls Company	sales@macaulaycontrols.com	(800) 299.1148 | (281) 282.0100
www.macaulaycontrols.com	PO Box 890231	Houston, TX 77289-0231

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QUOTE

GENERAL NOTES

1) Proposal is for equipment and services listed only. Any equipment not listed will be considered an exception.
2) No installation is included.
3) Submittals on equipment is approximate 8 weeks.
4) Equipment Delivery is 6-8 weeks after approval of submittals. Delivery times are current best estimates and are subject to change.
5) Equipment is FOB factory with freight allowed to jobsite.
6) Terms are Net 30.
7) Quote validity is 30 days.
8) Macaulay Controls terms and conditions apply (see below)

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QUOTE

STANDARD TERMS AND CONDITIONS

ACCEPTANCE
The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

APPROVAL DRAWINGS
All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

DELIVERY
Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. DAMAGE CLAIMS: Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released.. RETURNED PRODUCTS: In no instance is equipment to be returned without first obtaining SELLERS written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

STORAGE
Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

PAYMENT
Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation.** Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

FORCE MAJEURE
Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

TAXES AND BONDS
Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

CLAIMS AND BACKCHARGES
BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special, or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

SECURITY INTEREST & TITLE

Macaulay Controls Company	sales@macaulaycontrols.com	(800) 299.1148 | (281) 282.0100
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QUOTE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

WARRANTY
Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

INDEMNIFICATION
To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnity SELLER for all liability damages, costs and expenses in connection therewith.

CANCELLATION
Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FIELD WORK
Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

MODIFICATIONS
This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

AUTHORITY OF SELLER'S AGENTS
No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

NO THIRD-PARTY BENEFICIARIES
This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW
All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

DISPUTE RESOLUTION
In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above $1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

SEVERABILITY
The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

ASSIGNMENT – DELEGATION
No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

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Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Consider a Resolution awarding a bid and authorizing a contract with Southwest International Trucks, Inc. for the purchase of fleet parts and the repair of International vehicles through BuyBoard Contract 723-23 for a one-year term, with the option to renew for up to four additional one-year terms, for a total contract not to exceed five years, in an estimated FY24 amount of $20,000.00, an estimated FY25 amount of $22,000.00, an estimated FY26 amount of $24,000.00, an estimated FY27 amount of $26,000.00, and an estimated FY28 amount of $28,000.00, for a total contract amount not to exceed $120,000.00, subject to the exercise of a contract renewal and City Council appropriation.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jacqueline R. Culton, P.E., MBA, Interim Director of Public Works
Asa Low, Equipment Services Superintendent

BACKGROUND/HISTORY:
The Equipment Services Division of the Public Works Department maintains, services, and repairs City-owned vehicles and equipment. Due to a small Equipment Services staff, the City utilizes the services of outside vendors for some repairs of vehicles and equipment. Funds are budgeted annually for contractual services to pay outside contractors for repairs. Services can include repairs to exhaust systems, fuel systems, A/Cs, transmissions, hydraulics, etc. The City currently operates four International trucks. These include two heavy-duty dump trucks, a grapple/brush truck, and a combination sewer vac and jetter truck. Fleet parts and equipment repair services are available from Southwest International Trucks, Inc. through BuyBoard Contract 723-23.

POLICY EXPLANATION:
City Council is requested to approve a contract with Southwest International Trucks, Inc. in the total amount of $120,000.00. The estimated expenditure amounts per fiscal year are $20,000.00 for FY24, and an estimated $100,000.00 will be spread over fiscal years 25 through 28, subject to future appropriations in FY25 – FY28, as outlined below. This authorization should cover all departmental needs for the next five years.

FY24: $20,000.00
FY25: $22,000.00
FY26: $24,000.00
FY27: $26,000.00
FY28: $28,000.00

The BuyBoard Agreement has an expiration date of November 30, 2024, with the possibility of two one-year renewals. It is expected the Agreement will be renewed before the expiration date. However, if it is not renewed, staff will request City Council's approval of a new agreement for parts and repairs.

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requiring that the local government seek competitive bids to purchase the item. The Texas Local Government Code Chapters 271 and 291 allow government agencies to participate voluntarily in these cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number

- Equipment Services: 01066700-700450 (Contractual Services) – Available Budget of $137,494.53 (Estimated FY24 Expenditure: $15,000.00)

- Utilities: 02312000-700663 (Vehicle Repair/Maintenance) – Available Budget of $15,819.52 (Estimated FY24 Expenditure: $5,000.00)

Available Budget	**Purchase Amount**	**After Encumber**
$153,314.05	$20,000.00	$133,314.05

ACTION ALTERNATIVES:

1. Award a bid and authorize a contract with Southwest International Trucks, Inc. for the purchase of fleet parts and the repair of International vehicles through BuyBoard Contract 723-23 for a one-year term, with the option to renew for up to four additional one-year terms, for a total contract not to exceed five years, in an estimated FY24 amount of $20,000.00, an estimated FY25 amount of $22,000.00, an estimated FY26 amount of $24,000.00, an estimated FY27 amount of $26,000.00, and an estimated FY28 amount of $28,000.00, for a total contract amount not to exceed $120,000.00, subject to the exercise of a contract renewal and City Council appropriation.
2. Do not award a bid and authorize a contract with Southwest International Trucks, Inc. for the purchase of fleet parts and the repair of International vehicles through BuyBoard Contract 723-23 for a one-year term, with the option to renew for up to four additional one-year terms, for a total contract not to exceed five years, in an estimated FY24 amount of $20,000.00, an estimated FY25 amount of $22,000.00, an estimated FY26 amount of $24,000.00, an estimated FY27 amount of $26,000.00, and an estimated FY28 amount of $28,000.00, for a total contract amount not to exceed $120,000.00, subject to the exercise of a contract renewal and City Council appropriation.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - BuyBoard Award Letter

Resolution No. - 2024-206 - Southwest International Trucks, Inc. Contract

Attachment 1

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

October 9, 2023

Sent Via Email: buyboard.sales@swit-tx.com

Tanner Bragg
Southwest International Trucks, Inc. Arlington
2401 E. Pioneer Pkwy.
Arlington, TX 76010

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 723-23, Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2023, through November 30, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 723-23 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

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

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

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at 800-695-2919.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

RESOLUTION NO. 2024-206

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AUTHORIZING A CONTRACT WITH SOUTHWEST INTERNATIONAL TRUCKS, INC. FOR THE PURCHASE OF FLEET PARTS AND THE REPAIR OF INTERNATIONAL VEHICLES THROUGH BUYBOARD CONTRACT 723-23 FOR A ONE-YEAR TERM, WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE-YEAR TERMS, FOR A TOTAL CONTRACT NOT TO EXCEED FIVE YEARS, IN AN ESTIMATED FY24 AMOUNT OF $20,000.00, AN ESTIMATED FY25 AMOUNT OF $22,000.00, AN ESTIMATED FY26 AMOUNT OF $24,000.00, AN ESTIMATED FY27 AMOUNT OF $26,000.00, AND AN ESTIMATED FY28 AMOUNT OF $28,000.00, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $120,000.00, SUBJECT TO THE EXERCISE OF A CONTRACT RENEWAL AND CITY COUNCIL APPROPRIATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure equipment parts and repair for city vehicles; and

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

WHEREAS, BuyBoard has taken sealed bids for Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service, and a contract was awarded to Southwest International Trucks.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a contract with Southwest International Trucks, Inc. for the purchase of fleet parts and the repair of International vehicles through BuyBoard Contract 723-23 for a one-year term, with the option to renew for up to four additional one-year terms, for a total contract not to exceed five years, in an estimated FY24 amount of $20,000.00, an estimated FY25 amount of $22,000.00, an estimated FY26 amount of $24,000.00, an estimated FY27 amount of $26,000.00, and an estimated FY28 amount of $28,000.00, for a total contract amount not to exceed $120,000.00, subject to the exercise of a contract renewal and City Council appropriation, and authorizes the City Manager to execute the necessary documents related to said expenditures.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of February, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Consider a Resolution awarding a bid and authorizing a contract with Mac Haik Ford for the purchase of fleet parts and Ford vehicle repair services through Sourcewell Contract 101520-FMC for a one-year term, with the option to renew up to four additional one-year terms, for a total contract not to exceed five years, in an estimated FY24 amount of $66,000.00, an estimated FY25 amount of $69,300.00, an estimated FY26 amount of $72,600.00, an estimated FY27 amount of $75,900.00, and an estimated FY28 amount of $79,200.00, for a total contract amount not to exceed $363,000.00, subject to the exercise of a renewal and Council appropriation.

Vision Statement:

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

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**
- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Jacqueline R. Culton, P.E., MBA, Interim Director of Public Works
Asa Low, Equipment Services Superintendent

BACKGROUND/HISTORY:
The Equipment Services Division of the Public Works Department maintains, services, and repairs City-owned vehicles and equipment. Due to a small Equipment Services staff, the City utilizes the services of outside vendors for some repairs of vehicles and equipment. Funds are budgeted annually for contractual services to pay outside contractors for repairs and parts. Services can include repairs to exhaust systems, fuel systems, A/Cs, transmissions, hydraulics, etc. Fleet parts and equipment repair services are available from Mac Haik Ford through Sourcewell Contract 101520-FMC.

POLICY EXPLANATION:
City Council is requested to approve a contract with Mac Haik Ford in the total amount of $363,000.00. The estimated expenditure amounts per fiscal year are up to $66,000.00 for FY24, and an estimated

$297,000.00 spread over the remaining fiscal years 25 through 28, subject to future appropriations in FY 25-28, as outlined below. This authorization should cover all departmental needs for the next five years.

FY24: $66,000.00
FY25: $69,300.00
FY26: $72,600.00
FY27: $75,900.00
FY28: $79,200.00

The agreement through Sourcewell has an expiration date of December 14, 2025. It is expected the Agreement will be renewed before the expiration date. However, if it is not renewed, staff will request the City Council's approval of a new agreement for parts and repairs.

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requiring that the local government seek competitive bids to purchase the item. The Texas Local Government Code Chapters 271 and 791 allow government agencies to participate voluntarily in these cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number

- Equipment Services: 01066700-700450 (Contractual Services) – Available Budget of $212,494.53 (Estimated FY24 Expenditure: $35,000.00); 01066700-700663 (Vehicle Maintenance) – Available Budget of $73,927.89 (Estimated FY24 Expenditure: $3,000.00)

- Utilities: 02312000-700663 (Vehicle Repair/Maintenance) – Available Budget of $29,819.52 (Estimated FY24 Expenditure: $14,000.00)

- Utility Billing: 02411000-700663 (Vehicle Repair/Maintenance) – Available Budget of $11,000.00 (Estimated FY24 Expenditure: $6,000.00)

- Litter Control: 19012000-700663 (Vehicle Repair/Maintenance) – Available Budget of $10,000.00 (Estimated FY24 Expenditure: $4,500.00)

- Drainage: 15000100-700663 (Vehicle Repair/Maintenance) – Available Budget of $8,000.00 (Estimated FY24 Expenditure: $3,500.00)

Available Budget	**Purchase Amount**	**After Encumber**
$345,241.94	$66,000.00	$279,241.94

ACTION ALTERNATIVES:

1. Award a bid and authorize a contract with Mac Haik Ford for the purchase of fleet parts and the repair of Ford vehicles through Sourcewell Contract 101520-FMC for a one-year term, with the option to renew for up to four additional one-year terms, for a total contract not to exceed five years, in an estimated FY24 amount of $66,000.00, an estimated FY25 amount of $69,300.00, an estimated FY26 amount of $72,600.00, an estimated FY27 amount of $75,900.00, and an estimated FY28 amount of $79,200.00, for a total contract amount not to exceed $363,000.00,

for a total contract amount not to exceed $363,000.00, subject to the exercise of a contract renewal and City Council appropriation.

2. Do not award a bid and authorize a contract with Mac Haik Ford for the purchase of fleet parts and the repair of Ford vehicles through Sourcewell Contract 101520-FMC for a one-year term, with the option to renew for up to four additional one-year terms, for a total contract not to exceed five years, in an estimated FY24 amount of $66,000.00, an estimated FY25 amount of $69,300.00, an estimated FY26 amount of $72,600.00, an estimated FY27 amount of $75,900.00, and an estimated FY28 amount of $79,200.00, for a total contract amount not to exceed $363,000.00, for a total contract amount not to exceed $363,000.00, subject to the exercise of a contract renewal and City Council appropriation.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment 1 - Sourcewell Contract Extension
Resolution No. - 2024-204 - Mac Haik Ford Contract

DocuSign Envelope ID: A07EB591-93AB-4178-9CB2-0E2C1F492244

Attachment 1

Sourcewell

CONTRACT EXTENSION

Contract Number: 101520-FMC

Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, MN 56479
(Sourcewell)

and

Ford
Regent Court Building, 16800 Executive Plaza Drive

Dearborn, Michigan 48126
(Vendor)

have entered into Contract Number: 101520-FMC
for the procurement of: OEM Automotive Parts and Supplies

The Contract has an expiration date of 2024-12-14 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2025-12-14 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0ED2A139D06489...
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

12/19/2023 | 10:37 AM CST
Date

DocuSigned by:
Keith Abarca
D79AE8DD43ED4F0...
Authorized Signature

Keith Abarca
Name

National Government Bid Manager
Title

12/19/2023 | 4:27 PM EST
Date

RESOLUTION NO. 2024-204

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AUTHORIZING A CONTRACT WITH MAC HAIK FORD FOR THE PURCHASE OF FLEET PARTS AND THE REPAIR OF FORD VEHICLES THROUGH SOURCEWELL CONTRACT 101520-FMC FOR A ONE-YEAR TERM, WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE-YEAR TERMS, FOR A TOTAL CONTRACT NOT TO EXCEED FIVE YEARS, IN AN ESTIMATED FY24 AMOUNT OF $66,000.00, AN ESTIMATED FY25 AMOUNT OF $69,300.00, AN ESTIMATED FY26 AMOUNT OF $72,600.00, AN ESTIMATED FY27 AMOUNT OF $75,900.00, AND AN ESTIMATED FY28 AMOUNT OF $79,200.00, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $363,000.00, SUBJECT TO THE EXERCISE OF A CONTRACT RENEWAL AND CITY COUNCIL APPROPRIATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure equipment parts and repair for city vehicles; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchase Agreement with Sourcewell for products and services; and

WHEREAS, Sourcewell has taken sealed bids for automotive parts and services, and a contract was awarded to Ford Motor Company.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a contract with Mac Haik Ford for the purchase of fleet parts and the repair of Ford vehicles through Sourcewell Contract 101520-FMC for a one-year term, with the option to renew for up to four additional one-year terms, for a total contract not to exceed five years, in an estimated FY24 amount of $66,000.00, an estimated FY25 amount of $69,300.00, an estimated FY26 amount of $72,600.00, an estimated FY27 amount of $75,900.00, and an estimated FY28 amount of $79,200.00, for a total contract amount not to exceed $363,000.00, subject to the exercise of a renewal and Council appropriation, and authorizes the City Manager to execute the necessary documents related to said expenditures.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of February, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Consider a Resolution awarding a bid and authorizing a contract with Chuck Fairbanks Chevrolet for the purchase of fleet parts and the repair of Chevrolet vehicles through Sourcewell Contract 101520-GNL for a one-year term, with the option to renew for up to four additional one-year terms, for a total contract not to exceed five years, in an estimated FY24 amount of $55,000.00, an estimated FY25 amount of $60,500.00, an estimated FY26 amount of $66,000.00, an estimated FY27 amount of $71,500.00, and an estimated FY28 amount of $77,000.00, for a total contract amount not to exceed $330,000.00, subject to the exercise of a contract renewal and City Council appropriation.

Vision Statement:

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

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**
- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Jacqueline R. Culton, MBA, P.E., Interim Director of Public Works
Asa Low, Equipment Services Superintendent

BACKGROUND/HISTORY:
The Equipment Services Division of the Public Works Department maintains, services, and repairs City-owned vehicles and equipment. Due to a small Equipment Services staff, the City utilizes the services of outside vendors for some repairs of vehicles and equipment. Funds are budgeted annually for contractual services to pay outside contractors for repairs. Services can include repairs to exhaust systems, fuel systems, A/Cs, transmissions, hydraulics, etc. Fleet parts and equipment repair services are available from Chuck Fairbanks Chevrolet through Sourcewell Contract 101520-GNL.

POLICY EXPLANATION:
City Council is requested to approve a contract with Chuck Fairbanks Chevrolet in the total amount of $330,000.00. The estimated expenditure amounts per fiscal year are $55,000.00 for FY24, and an

estimated $275,000.00 spread over the remaining fiscal years 25 through 28, subject to future appropriations in FY 25-28, as outlined below. This authorization should cover all departmental needs for the next five years.

FY24: $55,000.00
FY25: $60,500.00
FY26: $66,000.00
FY27: $71,500.00
FY28: $77,000.00

The agreement through Sourcewell has an expiration date of December 14, 2024. It is expected the Agreement will be renewed before the expiration date. However, if it is not renewed, staff will request City Council's approval of a new agreement for parts and repairs.

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requiring that the local government seek competitive bids to purchase the item. The Texas Local Government Code Chapters 271 and 791 allow government agencies to participate voluntarily in these cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number

- Equipment Services: 01066700-700450 (Contractual Services) – Available Budget of $260,494.53 (Estimated FY24 Expenditure: $48,000.00); 01066700-700663 (Vehicle Maintenance) – Available Budget of $78,927.89 (Estimated FY24 Expenditure: $5,000.00)

- Utilities: 02312000-700663 (Vehicle Repair/Maintenance) – Available Budget of $31,819.52 (Estimated FY24 Expenditure: $2,000.00)

Available Budget	**Purchase Amount**	**After Encumber**
$371,241.94	$55,000.00	$316,241.94

ACTION ALTERNATIVES:

1. Award a bid and authorize a contract with Chuck Fairbanks Chevrolet for the purchase of fleet parts and the repair of Chevrolet vehicles through Sourcewell Contract 101520-GNL for a one-year term, with the option to renew up to four additional one-year terms, for a total contract not to exceed five years, in an estimated FY24 amount of $55,000.00, an estimated FY25 amount of $60,500.00, an estimated FY26 amount of $66,000.00, an estimated FY27 amount of $71,500.00, and an estimated FY28 amount of $77,000.00, for a total contract amount not to exceed $330,000.00, subject to the exercise of a renewal and Council appropriation.
2. Do not award a bid and authorize a contract with Chuck Fairbanks Chevrolet for the purchase of fleet parts and the repair of Chevrolet vehicles through Sourcewell Contract #101520-GNL for a one-year term, with the option to renew up to four additional one-year terms, for a total contract not to exceed five years, in an estimated FY24 amount of $55,000.00, an estimated FY25 amount of $60,500.00, an estimated FY26 amount of $66,000.00, an estimated FY27 amount of $71,500.00, and an estimated FY28 amount of $77,000.00, for a total contract amount not to exceed $330,000.00, subject to the exercise of a renewal and Council appropriation.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment 1 - Sourcewell General Motors Contract 101520-GNL
Attachment 2 - Sourcewell 101520 GM Mega Fleet Parts and Service Consolidated Billing Programs
Resolution No. - 2024-205 - Chuck Fairbanks Chevrolet Contract

General Motors

Automotive parts and supplies

#101520-GNL

Maturity Date: 12/14/2024

Contact Information

Supplier Contact Information

To purchase off this contract or for questions regarding products and pricing, please contact:

Robert Foote
Phone: 810-730-8838
Email: robert.e.foote@gm.com

Sourcewell Contact Information

For questions regarding contract documentation or the solicitation process, please contact:

Mike Domin, Supplier Development Administrator III
Phone: 218-895-4148

Email: mike.domin@sourcewell-mn.gov

Jill Park, Supplier Development Specialist
Phone: 218-895-4181
Email: jill.park@sourcewell-mn.gov

Buy Sourcewell

Login to unlock more contract features.

Username

Username

Password

Password

Log In

Forgot username or password?

Setup Buy Sourcewell access

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

Search Suppliers & Contracts

General Contracts

ezIQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

Minnesota-Only Solutions →

Supplier Resources →

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Attachment 2

GENERAL MOTORS FLEET
PARTS AND SERVICE
CONSOLIDATED BILLING PROGRAMS

my GM partnerperks GENUINE PARTS | ACDelco

Pricing for contract # 101520 offers Sourcewell participating agencies “not to exceed” part pricing on GM OE and ACDelco parts which represents a significant discount from MSRP.

2/6/2023

GM Mega Fleet Program

Sourcewell Awarded Contract

Discount on GM Original Equipment Parts and Consolidated Billing

GM Mega Fleet is Now Available Through Sourcewell - Contract Number 101520-GNL

The GM Mega Fleet is a Consolidated Billing Program… *Plus* features to help control your vehicle maintenance costs and streamline your administrative paperwork - Through a national network of participating GM Dealers.

Program Features and Benefits –

- "Not to Exceed" parts price for GM Original Equipment and ACDelco parts.
- "No Fees" – No enrollment, monthly maintenance or use fees. Reports are also no-fee!
- Purchase Order enforcement (if desired), checks that each PO submitted on the invoice meets your format requirements.
- Invoice can be segregated based on your needs (by Departments, Operating Units, Regions, etc.).
- Discount applies to parts purchased Over the Counter and parts installed by the dealer performing a service repair.
- All makes and model vehicles can be enrolled and serviced at GM FleetTrac Dealers using quality ***ACDelco*** parts.
- View Month-To-Date spending before your consolidated invoice is sent.
- Every monthly statement and individual invoice are available online 24/7.
- Robust and fully customizable reporting to analyze your purchases is provided at no cost (samples below).
- Three levels of invoice details available: 1) Account Summary 2) Detailed Invoice Statement 3) Invoice Likeness (samples below).

1. ACCOUNT SUMMARY INVOICE (SAMPLE)

AGING SUMMARY

Customer Internal Ref. No	Customer Number	Unpaid from 09/13/2011	Unpaid from 09/12/2011	Unpaid Prior to 09/12/2011	Unapplied Credit Total*	Total (USD)
918713	1291	$2,060.35	$0.00	$93,337.58	$0.00	$95,397.93
	Total:	**$2,060.35**	**$0.00**	**$93,337.58**	**$0.00**	**$95,397.93**

CURRENT ACTIVITY SUMMARY

Customer Internal Ref. No	Customer Number	Submitted Invoice Total	Price Adjustment (Total Value)	Late Fees	Other Fees & Credits	Total (USD)
918713	1291	$202.52	$0.00	$0.00	$0.00	$202.52
	Current Activity Total:	**$202.52**	**$0.00**	**$0.00**	**$0.00**	**$202.52**

ACCOUNT SUMMARY

Previous Balance		$95,397.93
Current Activity		$202.52
Payments		$0.00
Adjustments		$0.00
	Subtotal - Account Balance:	$95,600.45
Pending Payments		-$95,397.93
Disputed Balance		$0.00
	Total Due:	**$202.52**

2. DETAILED INVOICE STATEMENT (SAMPLE)

DETAIL STATEMENT
ORDERED BY INVOICE DATE

Invoice Number	Invoice Date	PO Number	VIN	Card (Last 4 Digits)	Dealer Name	GM Parts Total	Non GM Parts Total	Labor/Other Total	Tax	Submitted Total	Price Adjustment (Total Value)	Billed Total (USD)
100291	10/25/2011	2011-0001444	3GNFK16338F447769	0015	Indiana Dealer	$24.50	$169.76	$194.37	$23.32	$411.95	$0.00	$411.95
353989	10/25/2011	2011-1827	1GNFH154447102595	0015	Indiana Dealer	$40.45	$0.00	$280.39	$27.91	$348.75	$0.00	$348.75
546539	10/25/2011	2011-5452	1GNFK16345A244964	0015	Missouri Dealer	$451.91	$0.00	$150.15	$32.20	$634.26	$0.00	$634.26
910635	10/25/2011	2011-0001399	1GNFK16345A274564	0015	Missouri Dealer	$311.30	$168.00	$690.96	$28.76	$1,199.02	$0.00	$1,199.02
					Total:	$828.16	$337.76	$1,315.87	$112.19	$2,593.98	$0.00	$2,593.98

3. INVOICE LIKENESS (SAMPLE)

GMFLEETRAC
Certified Service

Invoice

SOLD BY
Dealer ABC
4205 Main St.
Richfield, OH 44286
United States
Dealer Number: 1701
Dealer GMBAC: 211401
Tel: (330)555-0401

SOLD TO
Fleet Parent Location
3925 Highlander Ave.
Cleveland, OH 44110
United States
Customer Number: 1701

RO/Invoice Number	353989
Invoice Date	10/25/2011
Approval Code	475787
P.O. Number	2011-1827
Unit Number	UNIT555
VIN	1GNFH154447102595
Odometer	15743

Quantity	Labor Code/Part#	Description	Unit Price	Final Amount
1.3	N0440	Headlamp Bulb Replacement		$110.44
1	19257054	BULB	$14.20	$14.20
1	12101897	CONNECTOR	$26.25	$26.25
1	M5090	DETAIL CAR (WAX & BUFF)		$169.95
1		Sales Tax	$27.91	$27.91

Summary of Charges

GM Parts	$40.45
Non GM Parts	$0.00
Labor/Other	$280.39
Freight	$0.00
Tax	$27.91
Price Adjustment	$0.00
Program Fee	$0.00
Final Amount	**$348.75**

DATA ELEMENTS AVAILABLE FOR YOUR REPORTS

- Dealer Name, address, city, state, zip code
- Dealer Phone Number
- Invoice Number
- Invoice Date
- Part Number/Name
- Purchase Order Number
- Unit or Asset Number
- Vehicle Identification Number
- Vehicle Mileage
- Labor Description/Labor Code

REPORT SAMPLES - Actual reports are made from the data elements you specify to meet your needs.

Invoice Level Report – High level report that shows invoice totals.

Due Date	Invoice Number	PO Number	Dealer Name	VIN	Odometer	Submitted Total
2/23/2012	115543C	212-485	Dealer ABC	1GVIN16317J274190	349935	606.19
4/1/2012	730610	212-968	RB GMC	1GVIN16317J274190	352329	2205.24
4/4/2012	800565	212-787	JB CHEVROLET	1GVIN16317J274190	352518	84.34

Invoice Detail Report – Detailed report that provides specifics details from invoice details.

Dealer Name	Invoice Number	Trans Date	PO Number	Item SKU	Item Type	Item Description	Dealer Submitted Detail Total	Odometer	VIN
M&L CHEVROLET	871005	3/20/2012	212-913	B5022	Labor	Strap and/or Bracket, Swing Out Door Check –Front	29.85	137528	1GVIN154791100847
M&L CHEVROLET	871005	3/20/2012	212-913	1570877	Part	Strap	70.96	137528	1GVIN154791100847
M&L CHEVROLET	871005	3/20/2012	212-913	M0098	Labor	Maintenance Service-Lube Oil and Filter	6.89	137528	1GVIN154791100847
M&L CHEVROLET	871005	3/20/2012	212-913	89017524	Part	Filter	6.95	137528	1GVIN154791100847
M&L CHEVROLET	871005	3/20/2012	212-913		Sales Tax		11.55	137528	1GVIN154791100847

To learn more about Sourcewell Cooperative Purchasing – visit **https://www.sourcewell-mn.gov**

For more information contact GM Consolidated Billing Program headquarters at (866) 463-5338 or a GM Market Area Fleet Manger.

Market Area Fleet Manager	Region	State Coverage	Email	Phone
Kirk Harvey	West	S. CA, AZ, CO, NM	kirk.harvey@gm.com	805-657-5696
Joe Ybarra	West	WA, OR, ID, WY, AK, MT, UT, NV, N. CA, HI, Guam	joseph.d.ybarra@gm.com	925-586-1923
Mark Menou	South Central	LA, MS, AR, W. TN, E. & S. TX	mark.menou@gm.com	225-394-0246
Debbie Turner	South Central	N. TX, OK, KS, MO, NE, West IL	debbie.turner@gm.com	817-876-5826
Don Findlay	Southeast	FL, GA, Caribbean	don.findlay@gm.com	407-595-2098
Don Findlay	Southeast	S. IN, KY, E./Mid TN, AL, FL Panhandle, N. GA, Mid/S. VA & WV, NC, SC	don.findlay@gm.com	407-595-2099
Rodger Cornish	Northeast	DE, PA, MD, Washington DC, S. NJ, W. NY, N. VA	rodger.cornish@gm.com	914-582-5469
Tom McMahon	Northeast	ME, NH, VT, MA, RI, CT, metro NY, NJ	thomas.mcmahon@gm.com	914-267-6996
Chris Austin	North Central	IL, WI, MN, ND, SD, IA	christopher.austin@gm.com	630-740-0833
Bill Shalawylo	North Central	OH, IN, MI	william.l.shalawylo@gm.com	253-254-2774

GENERAL MOTORS FLEET
PARTS AND SERVICE
CONSOLIDATED BILLING PROGRAMS

partnerperks | GENUINE PARTS | ACDelco

Sourcewell Awarded Contract

GM Mega Fleet Program Fleet User Instructions

The GM Mega Fleet Program is a General Motors program providing enrolled fleets with a parts discount on all General Motors Original Equipment and ACDelco parts and a consolidated monthly invoice when purchased through a participating GM Dealership.

Using the program is easy. Following these steps will ensure Sourcewell members, receive the maximum program discounts and correct consolidated invoicing.

To Purchase a Part:

- Go to an enrolled GM Mega Fleet Program dealer.
- Advise parts counterman to use the GM Mega Fleet Program to invoice your account.
- Provide the counterman with your GM Mega Fleet Program membership number.
  - Dealer can look this up in program at "GMFleetConsolidatedBilling.Com".
  - Each purchasing location of your fleet has a unique program Membership Number.
- Provide the Counterman with your Purchase Order number.
- Dealer will supply part.

To Obtain Vehicle Service:

- Go to an enrolled GM Mega Fleet Program dealer.
- Advise Service Advisor to use the GM Mega Fleet Program to invoice your account.
- Provide the Service Advisor with your GM Mega Fleet Program membership number.
  - Dealer can look this up in program at "GMFleetConsolidatedBilling.Com".
  - Each purchasing location has a unique program Membership Number.
- Or the Service Advisor can enter the vehicle VIN, which will provide the Service Advisor with the membership number.
- Provide the Service Advisor with your Purchase Order number.
- Dealer will complete vehicle service.

For Help or Questions:

If you encounter an issue at the Dealer when using the program, or if the Dealer has program questions, please call the **Support Hot-Line at (866) 463-5338** (866 GM-FLEET).

Thank you for being a GM Mega Fleet Program member.

GM Mega Fleet Program Headquarters.

Credit Application for the GM Fleet Consolidated Billing Programs
Sourcewell Version – April 2022

(PLEASE PRINT OR TYPE)

CUSTOMER INFORMATION *required*		
Approved Program Type: ☒ GM : Mega Fleet		
Company Legal Name: As displayed on income tax return		
DBA:		
Legal Physical Address (no P.O boxes):		
City:	State:	Zip Code:
Country: ☒ United States		Preferred Currency: ☒ US Dollar
Business Type: ☐ Corporation ☐ Municipality ☐ Private School ☐ Government ☐ Non-Profit ☐ Public Education ☐ LLC ☐ Partnership ☐ Sole Proprietor		
Who introduced you to the program? (Please provide name and, if a dealer, the dealerships name.): **Sourcewell Membership #**		

CORPORATE OFFICE or HEADQUARTERS (HQ) INFORMATION	
Is this Location a Corporate Office or HQ with Multiple Locations? No ☐ Yes ☐	
If YES, do you have satellite or additional locations that need to be listed?* No ☐ Yes ☐	
If NO, is there a Corporate Office or HQ with a current GM Fleet Consolidated Billing Account? No ☐ Yes ☐	
Corporate Office or HQ GM Fleet Consolidated Billing Program ID (If known): _____	GM Fleet Consolidated Billing Program Corporate Office or HQ Name: _____

* If additional locations are required, please provide additional location information as a separate Excel or spreadsheet. If you require a spreadsheet template, please contact the GM Fleet Consolidated Billing Program Processing Center at 866-463-5338 or fleetlaunch@gmfleetbilling.com.

CREDIT INFORMATION *required*		
Expected Monthly Spend: $	OR	Requested Credit Line: $

Credit Application for the GM Fleet Consolidated Billing Programs
Sourcewell Version – April 2022

PRIMARY CONTACT INFORMATION (Contact for vehicle repair & purchase approvals) *required*	
Contact Name:	Address1:
Job Title:	
Phone Number: ( ) – ext.	City
Cell Number: ( ) –	State:
Fax Number: ( ) –	Zip:
E-mail Address:	Country: ☒ United States
Bill Delivery and Online Account Access for Primary Contact	
Delivery Method: ☐ Fax ☐ Email ☐ None	Online Account Access : ☐ Yes ☐ No

BILLING CONTACT INFORMATION *required*	
Contact Name:	Address1:
Job Title:	
Phone Number: ( ) – ext.	City
Cell Number: ( ) –	State:
Fax Number: ( ) –	Zip:
E-mail Address:	Country: United States
Bill Delivery and Online Account Access for Billing Contact	
Delivery Method: ☐ Fax ☐ Email	Online Account Access : ☐ Yes ☐ No
Format (for e-mailed bills) ☐ PDF ☐ CSV	Invoice Likenesses to accompany billing statement: ☐ Yes ☐ No

ADDITIONAL CONTACT INFORMATION *optional*	
Contact Name:	Address1:
Job Title:	
Phone Number: ( ) – ext.	City
Cell Number: ( ) –	State:
Fax Number: ( ) –	Zip:
E-mail Address:	Country: ☒ United States
Bill Delivery and Online Acco nt Access for Additional Contact	
Delivery Method: ☐ Fax ☐ Email ☐ None	Online Account Access : ☐ Yes ☐ No

Credit Application for the GM Fleet Consolidated Billing Programs
Sourcewell Version – April 2022

BILLING PREFERENCES *required*	
Requested Billing Cycle:	☐ Daily with 30 day terms ☐ Twice Monthly (10th and 25th of each month) with 30 day terms ☐ Monthly (25th of each month) with 30 day terms ☐ Other (Fees May Apply)
Participate in Centralized Billing (Billing paid by Corporate Office or HQ account)?	☐ Yes ☐ No
If YES AND you have additional locations, should the locations receive bill copies as well?	☐ Yes ☐ No
Preferred Payment Method:	☐ Wire ☐ EFT (Customer initiated) ☐ Direct Debit[1] ☐ Check

BANK INFORMATION (required if preferred payment method is Wire or EFT)	
Bank Name / Branch:	ABA Number:
Account Type: ☐ Checking ☐ Savings	Account Number:
	Account Name:
Required if using Wire or EFT PLEASE INCLUDE A VOIDED CHECK FOR VERIFICATION	

TAX INFORMATION *required*	
If Corporation: Tax ID (FEIN): _____	If Sole Proprietor: Tax ID (SSN): _____

Vehicle Identification Number (VIN) List Template (Required/ FleetTrac)

Please provide a list of all vehicles in Excel. If you require a spreadsheet template, please contact the GM Fleet Consolidated Billing Program Processing Center at 866-463-5338 or fleetlaunch@gmfleetbilling.com.

[1] This form authorizes Multi Service Technology Solutions, Inc. operating as the GM Fleet Consolidated Billing Program Processing Center to deposit funds into and/or withdraw funds from the customer's bank account by means of Electronic Funds Transfer for payment of goods and services charged on the GM Fleet Consolidated Billing Program Account and processed by the GM Fleet Consolidated Billing Program Processing Center. This authorization is to remain in effect until the GM Fleet Consolidated Billing Program Processing Center is notified, in writing, of cancellation.

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GM Fleet Consolidated Billing Program Accountholder Agreement ("Agreement")

THIS GM FLEET CONSOLIDATED BILLING PROGRAM ACCOUNTHOLDER AGREEMENT (this "ACCOUNTHOLDER AGREEMENT") by and between you, or on behalf of the "applicant" set forth in the application (the "Accountholder"), and Multi Service Technology Solutions, Inc. ("MSTS"), a Florida corporation with reference to the following facts:

WHEREAS, Accountholder wishes to participate in a General Motors Company (General Motors Company or General Motors LLC, together with any of its subsidiaries or affiliates, collectively, "GM") purchase program with MSTS whereby MSTS will provide financing services to Accountholder pursuant to the terms hereof (the "Purchase Program");

WHEREAS, Accountholder requests MSTS to accept and onboard Accountholder by reviewing its application and, upon approval, assigning a Purchase Program account number and provide financing to participate in the Purchase Program.

NOW THEREFORE, in consideration of the mutual covenants provided herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound as follows:

1. Issuance of Credit

Upon review and approval by MSTS of your application, MSTS shall issue you with a Purchase Program account (the "Account") identified by an Account specific identification number, and extend such credit as is determined by MSTS in connection with such application.

2. Credit Evaluation/Security Deposit

Accountholder hereby authorizes MSTS and its employees, attorneys, agents, assigns, and successors to obtain from and share with GM in connection with the Purchase Program any information Accountholder submits to GM through any means, and investigate the credit history in connection with Accountholder's application, including, without limitation, through commercial reporting companies, direct inquiries to businesses where Accountholder has accounts, and review of personal credit histories (where appropriate) by obtaining consumer credit reports. MSTS represents that information contained on any consumer credit report obtained will only be used for deciding whether to extend or approve credit for applicant's business and will not be used with respect to any decision to extend credit for personal, family, or household purposes. If MSTS determines that credit cannot be extended based on existing credit history or current credit events, then MSTS, in its discretion, may approve an Account creation by requiring a security deposit, guaranty, or other collateral in order to open or to continue the account. MSTS will utilize information provided by applicant in accordance with its Privacy Policy, which may be found on the MSTS website.

3. Program Usage

Participation in the Purchase Program by the Accountholder is subject to MSTS's approval of Accountholder's application and Accountholder's acceptance of all terms and conditions contained herein, or on the Program Website (as defined below), or as amended from time to time by MSTS in its sole discretion, and Accountholder's utilization of the credit line provided hereunder shall be considered acceptance for the purposes hereof. This Agreement and the terms and conditions contained herein may be amended, modified, or otherwise supplemented from time to time by MSTS upon prior written notice, and if no effective date of the revised terms is provided in such notice, then such revised terms are effective as of the date of such notice (for purposes hereof, email notification shall constitute written notice). After receipt of such notice, Accountholder's continued possession or use of its Account under the Purchase Program shall be deemed acceptance of such revised terms and conditions. If Accountholder does not accept the changes, then Accountholder may close its Account by notifying MSTS at the following telephone number or email address: 1-866-463-5338 or customersupport@gmfleetbilling.com, any time before the changes come into effect, provided that outstanding and pending amounts payable under the Account are paid in full. Usage of the Account by the Accountholder includes the retention or use of the Account by (i) the Accountholder or (ii) any person or entity under Accountholder's direction or control. As a condition of participating in the Purchase Program, Accountholder consents to receive information from MSTS electronically through the MSTS portal www.gmfleetconsolidatedbilling.com ("Program Website"), or any other method of communication as determined by MSTS. Accountholder should print or otherwise save copies of any Account history, statements, and related communications from MSTS for its own records.

4. Ownership of Accounts

   a. All accounts issued in connection with the Purchase Program are non-transferable. Accountholder will be responsible for all charges incurred through the use of the Account issued hereunder. The Accountholder is liable for any unauthorized uses of the Account, and the Accountholder agrees to be responsible for any unauthorized use. If an Account number is lost or stolen, it is the Accountholder's sole responsibility to deactivate the Account number by calling MSTS immediately at 1-866-463-5338 to prevent unauthorized usage and any unauthorized usage prior to such notification shall remain the Accountholder's responsibility. Accountholder must follow-up telephone notification with written notification sent directly to MSTS, at the notice address listed below via email at customersupport@gmfleetbilling.com, or through the Program Website. Upon receipt of such notice, MSTS will suspend and/or close the Account and will take commercially reasonable steps to prevent the usage of the Account Number. If the Account Number is honored prior to the receipt of such notice, Accountholder will be responsible for all charges incurred through the use of the Account.

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b. Accountholder shall be responsible for all unauthorized usage prior to notification in accordance with this Section 4 except for unauthorized usage related to Account numbers that have been compromised, stolen, or otherwise misappropriated due to gross negligence or willful misconduct on the part of MSTS.

c. The Accountholder is responsible for protection of password(s) and access to the Program Website and agrees it is liable for any unauthorized uses of the Program Website and the Account as set forth in this Section.

d. Access to the Program Website must be restricted to officers or other authorized representative(s) of Accountholder. In the event a password is lost or compromised, or Accountholder believes there may have been any unauthorized access to its Account, it must immediately notify MSTS. All requests for changes to the Account or other communications regarding the Account must be submitted electronically through the Program Website, or in a written notice, or in an email from an officer and/or another authorized representative of the Accountholder as set forth in Section 4(a), or as otherwise agreed to by MSTS. 5. Representations and Warranties

Accountholder represents and warrants the truth, completeness, and accuracy of the following in connection with this Agreement:

a. The financial information and all other information provided to MSTS or GM as part of the Purchase Program;
b. This Agreement is valid, binding, and enforceable;

c. The execution of this Agreement and the performance of its obligations hereunder are within the Accountholder's (or its designee's) power, have been authorized by all necessary corporate actions and does not constitute a breach of any agreement of Accountholder with any other party;

d. Accountholder has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations, and requirements of governmental authorities as they relate to the use of the Account;

e. The execution of this Agreement and the performance of its obligations hereunder shall not cause a breach by Accountholder of any duty arising in law or equity;

f. Accountholder possesses the financial capacity to perform all of its obligations hereunder; and

g. The extension of credit by MSTS to Accountholder shall be used solely to carry on a business or commercial enterprise and shall not be used for individual, personal, family, or household use.

6. Limitations of Warranties

MSTS is not a seller of the merchandise or services obtained from GM or any GM dealer or affiliate under the Purchase Program. MSTS does not warrant or make any representations regarding any merchandise or services from any source obtained by Accountholder under the Purchase Program, nor does MSTS make any representations or warranties with respect to the E-commerce Site, the functionality or the security of the E-commerce Site, or in any other respect regarding the E-commerce Site. MSTS neither sells nor warrants in any respect any of the goods or services obtained from GM or any GM dealer or affiliate under the Purchase Program, or from GM and any affiliates of GM through whom Accountholder can use its Account to purchase goods in any other location from time to time. MSTS's sole function in connection with the Purchase Program is to furnish financial services and accommodations to the Accountholder. MSTS HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY SUCH GOODS OR SERVICES PURCHASED FROM GM, ANY OF ITS AFFILIATES, OR ANY DEALER OR OTHER THIRD PARTY, OR THROUGH THE E-COMMERCE SITE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ACCOUNTHOLDER HEREBY WAIVES ANY RIGHT TO BRING ANY CLAIM AGAINST MSTS IN CONNECTION WITH ANY OF THE FOREGOING.

7. Indemnification and Limitation of Liability

Accountholder shall indemnify and hold MSTS harmless against all losses, damages, costs, expenses (including attorneys' fees), and liability, including any third party claims, which may result from: (i) the proper performance of MSTS's obligations hereunder; (ii) any negligent, fraudulent, or wrongful act or omission of Accountholder, its directors, officers, agents, employees, and subcontractors; or (iii) any breach by Accountholder of the Agreement made hereunder. IN NO EVENT SHALL MSTS OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO ACCOUNTHOLDER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE, OR HAVE ANY LIABILITY AS A RESULT OF ANY DATA BREACH, IP INFRINGEMENT OR BREACH OF CONFIDENTIALITY OBLIGATIONS BY GM OR ANY OF ITS SUBSIDIARIES OR AFFILIATES, OR ANY DEALERSHIP OR OTHER THIRD PARTY, IN CONNECTION WITH THE PURCHASE PROGRAM, OR FOR GM'S OR ANY OF ITS SUBSIDIARIES' OR AFFILIATES', OR ANY DEALERSHIP'S OR OTHER THIRD PARTY'S, FAILURE TO PROPERLY AND SECURELY STORE ACCOUNTHOLDER'S INFORMATION OR PROPERLY TRANSMIT ACCOUNTHOLDER'S INFORMATION TO MSTS FROM TIME TO TIME. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL MSTS HAVE ANY LIABILITY TO ACCOUNTHOLDER IN CONNECTION WITH ANY BREACH BY GM OR ANY OF ITS SUBSIDIARIES OR AFFILIATES. OR BY ANY DEALERSHIP OR OTHER THIRD PARTY, OF ANY CONTRACT TERMS WITH ACCOUNTHOLDER ELSEWHERE. ACCOUNTHOLDER ACKNOWLEDGES THAT EMAIL IS NOT A SECURE FORM OF TRANSMISSION AND THAT IT MAY POTENTIALLY BE INTERCEPTED OR OTHERWISE OBTAINED BY PERSONS OTHER THAN THE INTENDED RECIPIENT AND WAIVES ALL RIGHTS AND REMEDIES PERTAINING TO THE COMPROMISE OF ANY ELECTRONIC COMMUNICATION BETWEEN MSTS AND GM, OR ANY OF ITS SUBSIDIARIES OR AFFILIATES, OR ANY DEALERSHIPS OR OTHER THIRD PARTY'S, IN

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CONNECTION WITH THE PURCHASE PROGRAM. ACCOUNTHOLDER ACKNOWLEDGES AND AGREES THAT MSTS' ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF THE AMOUNTS RECEIVED FROM ACCOUNTHOLDER IN THE PAST 12 MONTHS OR $10,000.

8. Credit Limit/Credit Line

A credit line will be assigned to each Accountholder, subject to MSTS's determination of the creditworthiness of such Accountholder's application pursuant to Section 1. The calculation of such credit line shall include the outstanding amounts of all purchases Accountholder has made under the Purchase Program, whether billed or unbilled. If Accountholder finds its credit line to be inadequate, then Accountholder may notify MSTS by calling 1-866-463-5338, by email at customersupport@gmfleetbilling.com or through the Program Website and requesting a modification to its credit line. Accountholder may be required to provide additional evidence as may be necessary to support Accountholder's creditworthiness in MSTS' sole discretion. MSTS will review and modify credit limits in accordance with MSTS's credit line policies. MSTS reserves the right to lower, suspend or terminate the credit line assigned to an Accountholder at anytime and for any reason in its sole discretion.

9. Payment/Late Fees

a. Accountholder shall make payments to MSTS or MSTS's designee as frequently as may be necessary to keep the outstanding Account balance within the line of credit and in compliance with the payment terms set forth herein. If Accountholder or its bank for any reason should fail to timely pay any amount due MSTS, Accountholder understands and agrees that MSTS may immediately suspend all Accounts held by Accountholder and draw against any letter of credit or other security pledged by Accountholder for the benefit of MSTS. If Accountholder's bank should fail to honor payment to MSTS or any outstanding amounts due in connection with Accountholder's Account becomes delinquent, then MSTS may require immediate and full payment of all outstanding amounts. In the event that a payment made to MSTS or MSTS's designee is returned by the Accountholder's bank, then MSTS reserves the right to charge a returned payment fee to the Accountholder's Account in the amount of fifty dollars ($50.00) per instance or the maximum amount permitted by law, if less. Accountholder may pay its billing statement by direct debit to its bank account via automated clearing house (ACH), or through Electronic Funds Transfer (EFT), or such other means as approved by MSTS from time to time (to the extent payment is made by check, Accountholder shall send the payment to the address on the billing statement). Accountholder shall notify MSTS of its election to pay any amounts due and payable hereunder through ACH, EFT or check via the Program Website or as otherwise instructed to MSTS.

b. Account statements will be issued by MSTS daily, twice monthly or monthly (net 20 or net 30) depending on the Account's billing settings in the Program Website. Statements that have a remaining balance after the due date are considered delinquent. Delinquent accounts may be assessed late fees at a monthly rate of the lesser of one and a half percent (1.5%) of the transaction value per month on all outstanding transactions or the maximum percentage interest rate assessable pursuant to Applicable Law. Late fees are assessed on each subsequent statement in which such late fees have accrued. Such late fees are only assessed on outstanding amounts and are not based on the entire amount billed in a billing period. Late fees may be waived or modified by MSTS's in its sole discretion with written notice to the Accountholder. The Accountholder is liable for all late fees assessed to the Account and must pay the fees to maintain the Account below the credit limit and in good standing. MSTS applies payments first to any accrued interest and then to billing statements on a first-in, first out basis.

c. MSTS may offset any amounts owed by MSTS to Accountholder against any claims MSTS has against the Accountholder. Accountholder is and shall be liable to MSTS for all costs and expenses incurred by MSTS in collection and enforcing its rights hereunder, including but not limited to, late fees, and reasonable attorneys' fees, if any, incurred by MSTS to collect all amounts due on Accountholder's Account.

d. The payment terms stated in this Agreement, and/or any subsequent amendments, apply to all undisputed invoices and supersede the payment terms of any Purchase Order (P.O.), third party contract, or any other documentation the Accountholder may have signed.

10. Disputes

Accountholders have sixty (60) days from the original invoice date to dispute charges. If an Account transaction is not disputed within sixty (60) days from the original invoice date in accordance with the terms hereof, or such other time period as set forth herein, then the Accountholder is liable for all charges related to the transaction. Accountholder acknowledges and agrees that MSTS may rely solely on GM's determination with respect to any dispute, and such decision with respect to such dispute shall be final as between MSTS and Accountholder. A CLAIM OF A DISPUTE, REGARDLESS OF HOW SUCH DISPUTE IS ULTIMATELY RESOLVED BY GM, SHALL UNDER NO CIRCUMSTANCES BE CONSIDERED A DEFENSE TO PAYMENT OF THE UNDERLYING OBLIGATION TO MSTS AND ALL OBLIGATIONS SHALL BE DUE BY THE INVOICE DUE DATE UNLESS OTHERWISE AGREED TO BY MSTS, AND ACCOUNTHOLDER HEREBY WAIVES ANY AND ALL SUCH DEFENSES TO PAYMENT THAT ARISE AS A RESULT OF A CLAIM OF BREACH OF A REPRESENTATION OR WARRANTY BY GM, MSTS, OR OTHERWISE THAT IT MAY BE ENTITLED TO UNDER APPLICABLE LAW OR BY CONTRACT.

11. Choice of Law; Jurisdiction; Venue/Waiver of Immunity/Trial by Jury

a. This Agreement, and any continuing guaranty, as may be required, is governed by the laws of the State of Kansas, without reference to conflicts of laws principles, and it is agreed that jurisdiction of any legal action connected with this Agreement, including, without limitation, the class action waiver provided in this section, shall be exclusively in the state or federal courts located in Johnson County in the State of Kansas. Notwithstanding the foregoing, MSTS may, at its option, choose to pursue legal action against the Accountholder in any state or province in which the Accountholder does business or where jurisdiction may otherwise be proper. ALL ACTIONS, CLAIMS, DISPUTES AND PROCEEDINGS ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND ACCOUNTHOLDER WILL NOT UNDER ANY CIRCUMSTANCES

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CONSOLIDATE OR SEEK CLASS TREATMENT FOR ANY SUCH ACTION, CLAIM, DISPUTE OR PROCEEDING UNLESS PREVIOUSLY AGREED TO IN WRITING BY MSTS.

b. Accountholder agrees that in the event of default, MSTS may institute suit against the Accountholder in aforesaid courts and that service of process by certified mail, return receipt requested, postage prepaid, and addressed to the Accountholder shall be sufficient to confer jurisdiction of said courts, regardless of where the Accountholder is geographically located or does business.

c. To the fullest extent permitted by applicable law, Accountholder expressly and irrevocably waives, and agrees not to assert, a defense of immunity on the grounds of sovereign immunity or other similar grounds in any action or proceeding which may be commenced or asserted by MSTS against Accountholder or Accountholder's revenues and/or assets, whether in whole or in part or otherwise, which status would otherwise entitle Accountholder to assert such a defense in any claim against it from: (a) suit; (b) jurisdiction of any court; (c) relief by way of injunction, order for specific performance or for recovery of property; (d) attachment of Accountholder's revenues and/or assets (whether before or after judgement); and (e) execution or enforcement of any judgement to which Accountholder or Accountholder's revenues and/or assets might otherwise be subject in any proceedings in the courts of any jurisdiction. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF THESE TERMS AND CONDITIONS. No action shall be brought against MSTS by Accountholder arising out of any transactions charged to any Account in accordance with this Agreement more than one (1) year from the date therefrom or, if less, such period of time set forth by the laws of the State of Kansas.

12. Term and Termination

This Agreement will continue in effect until terminated by either party immediately upon written notice to the other at the mailing address or email address, in the case of MSTS, as set forth herein, or in the case of Accountholder, at the mailing address or email address set forth in the Accountholder application or maintained in the Program Website. This Agreement may be terminated by either party at any time by giving written notice to the other party; provided, however, that such termination shall not relieve Accountholder of any outstanding amounts owed to MSTS in connection with such Accountholder's Account. Upon termination, all Accounts shall be immediately terminated and deactivated, and the Accountholder must immediately destroy all Account identification numbers in the possession or under the control of the Accountholder. Accountholder shall have the responsibility to pay all amounts outstanding, which shall become immediately due and payable. All terms and provisions by their nature that should survive the termination of this Agreement shall so survive and continue in full force and effect after the termination or expiration of this Agreement, including, without limitation, Sections 6, 7, 10, 11,12, and 15.

13. Assignment

MSTS may assign or otherwise transfer this Agreement and any and all rights and obligations hereunder without prior notice to Accountholder. Accountholder may not assign or transfer this Agreement or any rights or obligations hereunder, by merger, or law, or otherwise, without the prior written consent of MSTS.

14. Waiver and Amendment

Failure by MSTS to enforce any of its rights hereunder shall not constitute a waiver of such rights or any other rights hereunder. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, and signed by MSTS. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

15. Electronic Communication

This Agreement authorizes MSTS and GM to transmit information via email to the undersigned Accountholder at the email address(es) provided for communication in the Accountholder application or maintained at the Program Website. Accountholder acknowledges that the email communication may contain confidential information intended solely for the use of the Accountholder and its authorized agents and representatives. In consideration of MSTS' and GM's willingness to provide the reporting to Accountholder via email, Accountholder agrees that it will not hold MSTS or GM responsible for any email communication intercepted or received by anyone other than the intended recipients. Accountholder hereby releases MSTS and GM and their affiliates, and each of their agents, employees, and representatives, from any and all liabilities, claims, losses, damages, injuries, and expenses of any kind in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients. Accountholder hereby further agrees to indemnify, defend, and hold harmless MSTS and GM and their affiliates, and each of their agents, employees and representatives, from and against any and all liabilities, claims, losses, damages, injuries, or expenses sought by a third party and in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients. Accountholder's obligations, as set forth in Section 15, shall not apply to the extent such liabilities, claims, losses, damages, and injuries are caused by the gross negligence or willful misconduct of MSTS, or its employees or agents, or GM or their employees, or agents.

16. Correspondence

All written correspondence, with the exception of payments, pertaining to Accountholder's Account shall be sent to the following address via certified or registered mail, overnight courier:

Multi Service Technology Solutions,Inc.
8650 College Boulevard
Overland Park, KS 66210

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ATTN: GM Fleet Consolidated Billing Program
Email: customersupport@gmfleetbilling.com

17. Accountholder Data

Notwithstanding any other verbal or written communications or representations to the contrary, the Accountholder agrees that MSTS and its agents and service providers may collect and use Accountholder's data and all data associated with its Account for purposes related to the Purchase Program and this Agreement subject to MSTS's privacy policies located on the MSTS website. In addition, Accountholder agrees that MSTS may transfer any and all Accountholder data and Account data in MSTS's possession to GM, as determined to be necessary by MSTS in its sole discretion, and GM will treat such information in accordance with their respective privacy policies.

18. Trademarks.

The GM marks are trademarks owned by General Motors LLC. The MSTS marks are trademarks owned by Multi Service Technology Solutions, Inc.

19. Effective Date

This Agreement shall be effective on the date on which Accountholder executes this Agreement.

20. Third Party Beneficiary/ Agency

Nothing contained in this Agreement will or is intended to create or will be construed to create any right in or any duty or obligation to any third party, nor does this Agreement create any third-party beneficiary rights in the Accountholder with respect to any other agreement that may exist between MSTS and GM. Accountholder acknowledges and agrees that with respect to GM, MSTS is an independent contractor in the performance of all its Services under the terms of this Agreement, and nothing in this Agreement will be construed to create any relationship of employer and employee between MSTS or MSTS's directors, officers, employees, agents, and servants and Accountholder or GM. Nothing in this Agreement will be construed to create any joint venture, agency, or partnership relationship between MSTS and Accountholder or GM.

21. Future Reference

Please retain this Agreement for future reference.

22. Sourcewell Management

As a member of the Sourcewell program, your program purchase information will be made available to Sourcewell management.

By signing below, applicant certifies all information provided to be true and correct, and agrees to be bound by the terms and conditions set forth in this Accountholder Agreement.

Accountholder Signature: _____

Company Name: _____

Printed Name: _____

Title: _____

Date: _____

PLEASE FILL OUT FORM COMPLETELY, AND EMAIL TO underwriting@gmfleetbilling.com TO START THE APPLICATION PROCESS.

RESOLUTION NO. 2024-205

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AUTHORIZING A CONTRACT WITH CHUCK FAIRBANKS CHEVROLET FOR THE PURCHASE OF FLEET PARTS AND REPAIR OF CHEVROLET VEHICLE VEHICLES THROUGH SOURCEWELL CONTRACT 101520-GNL FOR A ONE-YEAR TERM, WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE-YEAR TERMS, IN AN ESTIMATED FY24 AMOUNT OF $55,000.00, AN ESTIMATED FY25 AMOUNT OF $60,500.00, AN ESTIMATED FY26 AMOUNT OF $66,000.00, AN ESTIMATED FY27 AMOUNT OF $71,500.00, AND AN ESTIMATED FY28 AMOUNT OF $77,000.00, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $330,000.00, SUBJECT TO THE EXERCISE OF A CONTRACT RENEWAL AND CITY COUNCIL APPROPRIATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure equipment parts and repair for city vehicles; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchase Agreement with Sourcewell for products and services; and

WHEREAS, Sourcewell has taken sealed bids for automotive parts and services, and a contract was awarded to General Motors.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a contract with Chuck Fairbanks Chevrolet for the purchase of fleet parts and Chevrolet vehicle repair services through Sourcewell Contract 101520-GNL for a one-year term, with the option to renew up to four additional one-year terms, for a total contract not to exceed five years, in an estimated FY24 amount of $55,000.00, an estimated FY25 amount of $60,500.00, an estimated FY26 amount of $66,000.00, an estimated FY27 amount of $71,500.00, and an estimated FY28 amount of $77,000.00, for a total contract amount not to exceed $330,000.00, subject to the exercise of a renewal and Council appropriation, and authorizes the City Manager to execute the necessary documents related to said expenditures.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of February, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Consider a Resolution awarding a bid and authorizing a contract with Associated Supply Co., Inc. for the purchase of equipment parts and the repair of Case equipment through BuyBoard Contract 685-22 for a one-year term, with the option to renew up to four additional one-year terms, in an estimated contract amount not to exceed $275,000.00, subject to the exercise of a contract renewal and City Council appropriation.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jacqueline R. Culton, MBA, P.E., Interim Director of Public Works
Asa Low, Equipment Services Superintendent

BACKGROUND/HISTORY:
The Equipment Services Division of the Public Works Department maintains, services, and repairs City-owned vehicles and equipment. Due to a small Equipment Services staff, the City depends on the services of outside vendors for some repairs of vehicles and equipment. Funds are budgeted annually for contractual services to pay outside contractors for parts and repairs. Services can include repairs to exhaust systems, fuel systems, A/Cs, transmissions, hydraulics, etc. Fleet parts and equipment repair services are available from Associated Supply Co., Inc. (the Case equipment dealer for DFW) through BuyBoard Contract 685-22.

POLICY EXPLANATION:
City Council is requested to approve a contract with Associated Supply Co., Inc., in the total amount of $275,000.00. The estimated expenditure amounts per fiscal year are $50,000.00 for FY24 and an estimated $225,000.00 spread over fiscal years 25 through 28, subject to future appropriations in FY 25-28, as outlined below. This authorization should cover all departmental needs for the next five years.

FY24: $50,000.00
FY25: $52,500.00
FY26: $55,000.00

FY27: $57,500.00
FY28: $60,000.00

The BuyBoard agreement has an expiration date of November 30, 2024. It is expected the Agreement will be renewed before the expiration date. However, if it is not renewed, staff will request the City Council's approval of a new agreement for parts and repair.

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requiring that the local government seek competitive bids to purchase the item. The Texas Local Government Code Chapters 271 and 791 allow government agencies to voluntarily participate in these cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number

- Equipment Services: 01066700-700450 (Contractual Services) – Available Budget of $177,494.53 (Estimated FY24 Expenditure: $40,000.00)

- Utilities: 02312000-700662 (Equipment Repair/Maintenance) – Available Budget of $45,579.75 (Estimated FY24 Expenditure: $10,000.00)

Available Budget	**Purchase Amount**	**After Encumber**
$223,074.28	$50,000.00	$173,074.28

ACTION ALTERNATIVES:

1. Award a bid and authorize a contract with Associated Supply Co. for the purchase of equipment parts and the repair of Case equipment through BuyBoard Contract 685-22 for a one-year term, with the option to renew for up to four additional one-year terms, in an estimated contract amount not to exceed $275,000.00, subject to the exercise of a renewal and City Council appropriation.
2. Do not award a bid and do not authorize a contract with Associated Supply Co. for the purchase of equipment parts and the repair of Case equipment through BuyBoard Contract 685-22 for a one-year term, with the option to renew for up to four additional one-year terms, in an estimated contract amount not to exceed $275,000.00, subject to the exercise of a contract renewal and City Council appropriation.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment 1 - Associated Supply Co., Inc. Renewal Letter
Attachment 2 - BuyBoard Documentation
Resolution No. - 2024-201 - Associated Supply Co., Inc. Contract

Attachment 1

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

October 1, 2023

Sent via email to: srobinson@ascoeq.com

Skipper Robinson
Associated Supply Co. Asco Equipment
P.O. Box 3888
Lubbock TX 79452

Re: Construction, Road and Bridge, and Other Related Equipment
BuyBoard Contract 685-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Construction, Road and Bridge, and Other Related Equipment, Contract 685-22 effective 12/1/2022 through November 30, 2023, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through November 30, 2024.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Vendor Contract Administrator

1st renewal v.02.13.2020

Attachment 2

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

October 1, 2023

Sent via email to: srobinson@ascoeq.com

Skipper Robinson
Associated Supply Co. Asco Equipment
P.O. Box 3888
Lubbock TX 79452

Re: Construction, Road and Bridge, and Other Related Equipment
BuyBoard Contract 685-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Construction, Road and Bridge, and Other Related Equipment, Contract 685-22 effective 12/1/2022 through November 30, 2023, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through November 30, 2024.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Vendor Contract Administrator

1st renewal v.02.13.2020

RESOLUTION NO. 2024-201

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AUTHORIZING A CONTRACT WITH ASSOCIATED SUPPLY CO., INC. FOR THE PURCHASE OF EQUIPMENT PARTS AND THE REPAIR OF CASE EQUIPMENT THROUGH BUYBOARD CONTRACT 685-22 FOR A ONE-YEAR TERM, WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE-YEAR TERMS, IN AN ESTIMATED CONTRACT NOT TO EXCEED $275,000.00, SUBJECT TO THE EXERCISE OF A CONTRACT RENEWAL AND CITYCOUNCIL APPROPRIATION; AUTHORZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure equipment parts and repair for city equipment; and

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

WHEREAS, BuyBoard has taken sealed bids for Construction, Road and Bridge, and Other Related Equipment, and Service Labor, and a contract was awarded to Associated Supply Co., Inc.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a contract with Associated Supply Co., Inc. for the purchase of equipment parts and the repair of Case equipment through BuyBoard Contract 685-22 for a one-year term, with the option to renew for up to four additional one-year terms, in an estimated contract amount not to exceed $275,000.00, subject to the exercise of a contract renewal and City Council appropriation, and authorizes the City Manager to execute the necessary documents related to said expenditures.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of February, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Consider a Resolution awarding RFB 23-0008 Softwood Drive Sanitary Sewer Aerial Crossing Repair construction project to Texas Standard Construction Ltd. through the City's competitive bid process, with a contract amount of $1,339,121.10 and an additional appropriation of $133,912.11 as a project contingency for a total amount not to exceed $1,473,033.21.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jacqueline R. Culton, MBA, P.E., Interim Director of Public Works

BACKGROUND/HISTORY:
The City of Duncanville experienced significant rainfall and subsequent stormwater runoff in August 2022. These intense rainfall events caused significant river flows in the Bentle Branch of Ten Mile Creek. The City's existing aerial, 6" sanitary sewer pipeline, which crosses over Bentle Branch near 383 Softwood Drive, sustained damage during these storms. The damage compromised the upstream end of the steel casing of the aerial crossing and vitrified clay carrier pipe. Visual inspection shows significant erosion on the south side of the riverbank at Bentle Branch, where the casing and carrier pipe damage occurred.

On October 18, 2022, City Council approved a Professional Services Agreement with Dunaway Associates to prepare plans and construction specifications to repair the aerial sanitary sewer pipeline and reinforce the riverbanks at the crossing location (see Attachment 1). The project will include the installation of 339 linear feet of 8" sewer line, 1,521 square feet of modular block gravity wall, 67 linear feet of 16" steel casing pipe (aerial crossing), and 158 square yards of reinforced concrete riprap along Softwood Drive and between Softwood Drive and Lakeview Circle.

POLICY EXPLANATION:
RFB 23-0008 Softwood Drive Sanitary Sewer Aerial Crossing Repair was advertised at Focus Daily News on November 21, 2023, and November 28, 2023. The bid request was also publicized through the bidding notification system for PublicPurchase.com. The City received three completed bids by

the bid closing date of December 21, 2023. As shown in Exhibit A, Texas Standard Construction Ltd., of Dallas, TX, was the lowest responsible and responsive bidder. This project was bid in compliance with Texas municipal purchasing statutes.

Staff requests an additional appropriation of $133,912.11 as a project contingency to cover any unforeseen conditions and expenses that may result in a change order. The total cost of the project's construction should not exceed $1,473,033.21.

$2,147,645.00 was budgeted in FY24 for the Greenbriar Phase 3 Utility Improvements project. This project will be delayed until FY25 to allow sufficient funds for the Softwood Drive Sanitary Sewer Aerial Crossing Repair project.

FUNDING SOURCE:

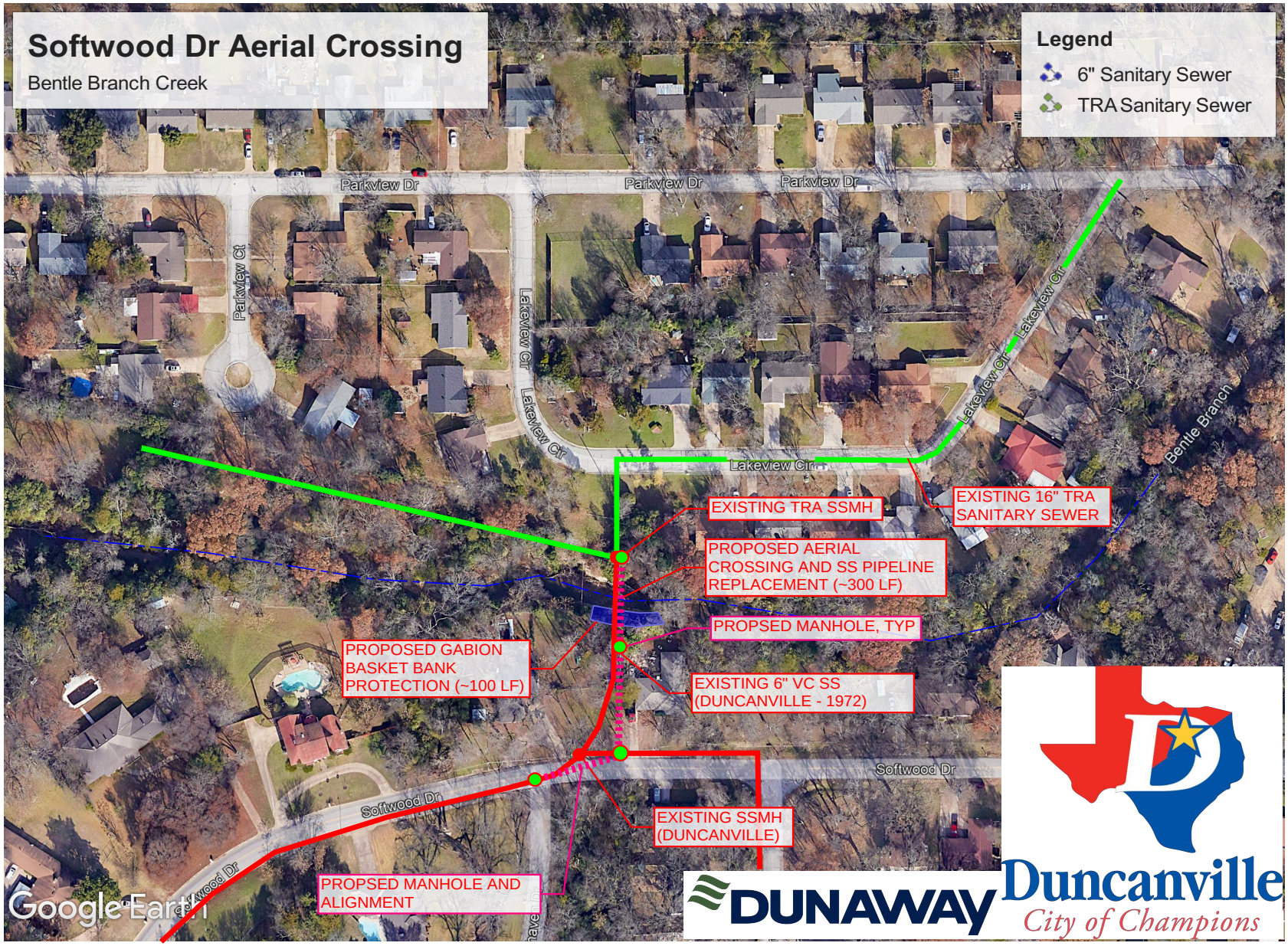
ORG and Object Number
17100000-708102 (Utility CIP Water Projects/Construction)

Available Budget	Purchase Amount	After Encumber
$4,421,996.04	$1,473,033.21	$2,948,962.83

ACTION ALTERNATIVES:

1. Award RFB 23-0008 Softwood Drive Sanitary Sewer Aerial Crossing Repair construction project to Texas Standard Construction Ltd. through the City's competitive bid process, with a contract amount of $1,339,121.10 and an additional appropriation of $133,912.11 as a project contingency for a total amount not to exceed $1,473,033.21.
2. Do not award RFB 23-0008 Softwood Drive Sanitary Sewer Aerial Crossing Repair construction project to Texas Standard Construction Ltd. through the City's competitive bid process, with a contract amount of $1,339,121.10 and an additional appropriation of $133,912.11 as a project contingency for a total amount not to exceed $1,473,033.21.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Project Location Map
Resolution No. - 2024-210 - Softwood Drive Sanitary Sewer Aerial Crossing Repair with Exhibits


Softwood Dr Aerial Crossing
Bentle Branch Creek
Legend
6" Sanitary Sewer
TRA Sanitary Sewer
Parkview Dr
Parkview Dr
Parkview Dr
Parkview Ct
Lakeview Cir
Lakeview Cir
Lakeview Cir
Lakeview Cir
Lakeview Cir
Bentle Branch
EXISTING TRA SSMH
EXISTING 16" TRA SANITARY SEWER
PROPOSED AERIAL CROSSING AND SS PIPELINE REPLACEMENT (~300 LF)
PROPSED MANHOLE, TYP
PROPOSED GABION BASKET BANK PROTECTION (~100 LF)
EXISTING 6" VC SS (DUNCANVILLE - 1972)
Softwood Dr
Softwood Dr
EXISTING SSMH (DUNCANVILLE)
PROPSED MANHOLE AND ALIGNMENT
Google Earth
DUNAWAY
Duncanville
City of Champions

RESOLUTION NO. 2024-210

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING RFB 23-0008 SOFTWOOD DRIVE SANITARY SEWER AERIAL CROSSING REPAIR CONSTRUCTION PROJECT TO TEXAS STANDARD CONSTRUCTION LTD. THROUGH THE CITY'S COMPETITIVE BID PROCESS, WITH A CONTRACT AMOUNT OF $1,339,121.10 AND AN ADDITIONAL APPROPRIATION OF $133,912.11 AS A PROJECT CONTINGENCY FOR A TOTAL AMOUNT NOT TO EXCEED $1,473,033.21; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to making infrastructure improvements to the City's utility infrastructure; and

WHEREAS, improvements are needed on the Softwood Drive sanitary sewer aerial crossing; and

WHEREAS, change orders increasing the total contract price or valued at $50,000.00 or greater require City Council approval; and

WHEREAS, a project contingency authorizes the City Manager or designee to execute change orders valued at less than $50,000.00.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards RFB 23-0008 and authorizes a contract with Texas Standard Construction Ltd. in the amount of $1,339,121.10 for utility infrastructure improvements, and authorizes an additional appropriation of $133,912.11 as a project contingency for a total amount not to exceed $1,473,033.21.

SECTION 2. The City Council of the City of Duncanville, Texas, authorizes the City Manager or designee to execute the appropriate and necessary contracts and documents after approval as to form by the City Attorney and compliance with the payment, performance, and maintenance bonds required by law.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of February, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

Owner:	City of Duncanville, Dallas County, Texas			Bidders Name & Address Texas Standard Construction Ltd 5511 W Ledbetter Dr Dallas TX 75236 214-330-5229		Bidders Name & Address Flow-Line Construction Inc 4665 W Kiest Blvd Dallas TX 75236 214-390-2848		Bidders Name & Address SYB Construction Co Inc 421 Compton Ave Irving TX 75061 972-399-1066	
Project:	**SOFTWOOD DR SANITARY SEWER AERIAL CROSSING RPAIR**								
	RFB N0. 23-0004								
Bid Opens	**December 21, 2023 @ 2:30 PM**								
Item #	**Est. Qty.**	**Unit**	**Description**	**Unit Bid Price Materials**	**Total Bid Extension**	**Unit Bid Price Materials**	**Total Bid Extension**	**Unit Bid Price Materials**	**Total Bid Extension**
			SOFTWOOD DR SANITARY SEWER AERIAL CROSSING REPAIR						
1	1	LS	MOBILIZATION & PROJECT INCIDENTALS (NOT TO EXCEED 5% OF BID TOTAL)	$ 49,000.00	$ 49,000.00	$ 63,000.00	$ 63,000.00	$ 69,000.00	$ 69,000.00
2	1	LS	SITE CLEANING	$ 124,000.00	$ 124,000.00	$ 36,000.00	$ 36,000.00	$ 50,000.00	$ 50,000.00
3	1	LS	SWAPP >= 1 ACRE	$ 34,150.00	$ 34,150.00	$ 87,000.00	$ 87,000.00	$ 20,000.00	$ 20,000.00
4	1	LS	CONSTRUCTION STAKING	$ 9,600.00	$ 9,600.00	$ 23,000.00	$ 23,000.00	$ 10,000.00	$ 10,000.00
5	97	LF	REMOVE & REPLACE 4' CHAIN LINK FENCE INCLUDING GATES	$ 52.30	$ 5,073.10	$ 95.00	$ 9,215.00	$ 100.00	$ 9,700.00
6	110	LF	REMOVE & REPLACE 6' CHAIN LINK FENCE INCLUDING GATES	$ 59.50	$ 6,545.00	$ 125.00	$ 13,750.00	$ 120.00	$ 13,200.00
7	4	EA	6" SEWER ABANDONMENT PLUG	$ 978.00	$ 3,912.00	$ 1,000.00	$ 4,000.00	$ 1,000.00	$ 4,000.00
8	4	EA	8" SEWER ABANDONMENT PLUG	$ 978.00	$ 3,912.00	$ 1,000.00	$ 4,000.00	$ 1,000.00	$ 4,000.00
9	1	EA	REMOVE EXISTING SEWER MANHOLE	$ 1,960.00	$ 1,960.00	$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00
10	1	EA	REMOVE FLAP GATE AND 12" PIPE	$ 5,195.00	$ 5,195.00	$ 20,000.00	$ 20,000.00	$ 2,500.00	$ 2,500.00
11	1	EA	REMOVE AND REPLACE 4" SEWER SERVICE W/ DOUBLE CLEANOUT	$ 6,950.00	$ 6,950.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
12	25	LF	REMOVE CONCRETE DRIVE	$ 63.50	$ 1,587.50	$ 32.00	$ 800.00	$ 50.00	$ 1,250.00
13	340	LF	8" ASTM 3034 SDR-26 PVC SEWER MAIN, BY OPEN CUT	$ 169.00	$ 57,460.00	$ 300.00	$ 102,000.00	$ 468.00	$ 159,120.00
14	67	LF	16" BY 0.375" STEEL CASING PIPE (AERIAL CROSSING)	$ 500.00	$ 33,500.00	$ 400.00	$ 26,800.00	$ 300.00	$ 20,100.00
15	1	EA	4' DIA SANITARY SEWER MANHOLES (STANDARD)	$ 20,180.00	$ 20,180.00	$ 12,000.00	$ 12,000.00	$ 15,000.00	$ 15,000.00
16	1	EA	4' DIA SANITARY SEWER MANHOLES (ECCENTRIC)	$ 20,180.00	$ 20,180.00	$ 12,000.00	$ 12,000.00	$ 15,000.00	$ 15,000.00
17	1	EA	CONNECT TO EXISTING TRA MANHOLE	$ 18,531.00	$ 18,531.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
18	100	CY	IMPORTED EMBEDMENT/BACKFILL, CSS	$ 239.00	$ 23,900.00	$ 215.00	$ 21,500.00	$ 175.00	$ 17,500.00
19	276	LF	TRENCH SAFTEY DESIGN	$ 9.35	$ 2,580.60	$ 2.00	$ 552.00	$ 10.00	$ 2,760.00
20	102	SY	ASPHALT PAVEMENT REPAIR RESIDENTIAL	$ 198.00	$ 20,196.00	$ 200.00	$ 20,400.00	$ 200.00	$ 20,400.00
21	85	LF	6" CONCRETE CURB AND GUTTER	$ 59.00	$ 5,015.00	$ 70.00	$ 5,950.00	$ 125.00	$ 10,625.00
22	166	SY	4" TOPSOIL IMPORT	$ 43.00	$ 7,138.00	$ 23.00	$ 3,818.00	$ 15.00	$ 2,490.00
23	166	SY	SOLID SOD BEMUDAGRASS (SODDING)	$ 19.35	$ 3,212.10	$ 18.00	$ 2,988.00	$ 20.00	$ 3,320.00
24	504		PRE -CCTV	$ 4.95	$ 2,494.80	$ 8.00	$ 4,032.00	$ 10.00	$ 5,040.00
25	340	LF	POST -CCTV	$ 8.95	$ 3,043.00	$ 12.00	$ 4,080.00	$ 10.00	$ 3,400.00
26	1750	SF	MODULAR BLOCK GRAVITY WALL	$ 129.50	$ 226,625.00	$ 154.00	$ 269,500.00	$ 225.00	$ 393,750.00
27	45	EA	GRAVITY WALL TIEBACKS AND WALERS	$ 5,690.00	$ 256,050.00	$ 4,640.00	$ 208,800.00	$ 3,000.00	$ 135,000.00
28	358	SY	6" REINFORCED CONCRETE RIPRAP	$ 279.00	$ 99,882.00	$ 120.00	$ 42,960.00	$ 500.00	$ 179,000.00
29	57	SY	GROUTED ROCK RIPRAP (18" THICKNESS)	$ 497.00	$ 28,329.00	$ 327.00	$ 18,639.00	$ 360.00	$ 20,520.00
30	72	VF	36" DIAMETER CONCRETE PIERS AND PIER CAP (AERIAL CROSSING)	$ 1,250.00	$ 90,000.00	$ 1,400.00	$ 100,800.00	$ 850.00	$ 61,200.00
31	64	LF	STEEL I-BEAM	$ 595.00	$ 38,080.00	$ 1,500.00	$ 96,000.00	$ 1,000.00	$ 64,000.00
32	20	LF	CONCRETE ENCASEMENT	$ 172.00	$ 3,440.00	$ 800.00	$ 16,000.00	$ 250.00	$ 5,000.00
33	27	LF	INSTALL 6" REINFORCED CONCRETE DRIVE, 3,000 PSI	$ 200.00	$ 5,400.00	$ 200.00	$ 5,400.00	$ 200.00	$ 5,400.00
34	3	MO	TRAFFIC CONTROL	$ 3,500.00	$ 10,500.00	$ 3,000.00	$ 9,000.00	$ 5,000.00	$ 15,000.00
35	1	LS	PRIVATE IRRIGATION ALLOWANCE	$ 20,000.00	$ 20,000.00	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00
36	1	LS	CONSTRUCTION ALLOWANCE	$ 90,000.00	$ 90,000.00	$ 90,000.00	$ 90,000.00	$ 90,000.00	$ 90,000.00
37	1	EA	PROJECT SIGN	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
			SANITARY SEWER IMPROVEMENTS TOTAL		**$ 1,339,121.10**		**$ 1,376,984.00**		**$ 1,468,275.00**

Exhibit B

STATE OF TEXAS	§	**CITY OF DUNCANVILLE**
	§	
COUNTY OF DALLAS	§	**AGREEMENT**
	§	
	§	

This Agreement is made by and between the City of Duncanville, Texas hereafter ("Owner") and

Texas Standard Construction, Ltd.
5511 W. Ledbetter Drive
Dallas, TX 75236
Attn: Ronald H. Dalton, President
ron@texasstandardconstruction.com

hereafter ("Contractor"), for contract construction services for:

CONTRACT #: 3230224
#23-0008 Softwood Dr. Sanitary Sewer Aerial Crossing Repair

hereinafter (the "Project") and the Parties hereby agree as follows:

ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents, Plans and Specification and a part of the above-mentioned procurement hereto and incorporated herein and Exhibit A or as defined herein. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 The Contract Documents

This document, the original Request for Bid, its Addendums, Drawings, Exhibits and/or Attachments, the successful bid response pricing, which is attached hereto, shall all be considered as the contract documents.

1.3 Entire Agreement

This Contract, together with the Contractor's performance and payment bonds for the Project, any General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, respectively constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor not expressly made a part hereof. In the event of a conflict between this Contract and any other document pertaining hereto, this Contract shall govern.

1.4 No Privity with Others

Nothing contained in this Contract shall create or be interpreted to create privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 Intent and Interpretation

A. The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

B. This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

C. When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

D. The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

E. The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

F. Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms unless the context of their usage clearly requires a contrary meaning.

G. The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Designee of the Contract Documents, Shop Drawings or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Designee to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated, and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes all responsibility for inadequacies or ambiguities in the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

H. As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale shall govern.

I. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control

the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 Ownership of Contract Documents

The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all such Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II
THE WORK

2.1 The Contractor shall perform all the Work required, implied or reasonably inferable from this Contract.

2.2 Work

A. The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Projects; furnishing of any required bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

See attached "Attachment A"

B. The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and the for the full completion of the Projects. All materials shall be new and materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish satisfactory proof of the type, kind, and quality of materials.

ARTICLE III
CONTRACT TIME

3.1 Time and Liquidated Damages

A. The Contractor shall commence the Work on a Project within ten (10) days of receipt of a written Notice to Proceed and shall achieve Substantial Completion of the Work no later than 75 calendar days after receipt of the Notice to Proceed. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean any and all days of the week or month, no days being excepted. It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this agreement.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time" for the Project.

B. The Contractor shall pay the Owner the sum of $500 per day for unexcused delay in achieving Substantial Completion beyond the date set forth in a Notice to Proceed for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

C. No claim shall be made by the Contractor to the Owner, and no damages, costs or extra compensation shall be allowed or paid by the Owner to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work for a particular Project or this Contract. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the Owner, or should the Owner order a stoppage of the Work for sufficient cause, an extension of time shall be granted by the Owner by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

D. The Owner shall have the authority to suspend the Work for any Project wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the Owner or Owner's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm.

3.2 Substantial Completion

"Substantial Completion" shall mean that stage in the progression of the Work for a particular Project when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

3.3 Time is of the Essence

All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV
CONTRACT PRICE

4.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed-rate sum for services provided of **One Million Three Hundred Thirty-Nine Thousand One Hundred Twenty-One Dollars and Ten Cents ($1,339,121.10)** as set forth in Attachment A. The sum set forth in this Paragraph shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract, payable as services are rendered upon substantial completion.

ARTICLE V
PAYMENT OF THE CONTRACT PRICE

5.1 Payment shall be made in accordance with Attachment A. Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

Under no circumstance shall Contractor be entitled to receive interest on any payments or monies due Contractor by the Owner, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

ARTICLE VI
THE OWNER

6.1 Information, Services and Things Required from Owner

A. The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of a particular Project.

B. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

C. Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

D. The Owner shall furnish the Contractor, free of charge, one copy of the Contract Documents for execution of the Work.

6.2 Right to Stop Work

If the Contractor persistently fails or refuses to perform the Work for any Project in accordance with this Contract, or if the best interests of the public health, safety or welfare so require, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 Owner's Right to Perform Work

If the Contractor's Work on any Project is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Owner's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII
THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.G. The Contractor shall perform no part of the Work for a Project at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the Owner, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform all Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

A. The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

B. The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

7.4 Warranty

The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

7.5 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 Supervision

The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner.

7.7 The Contractor, within fifteen (15) days of commencing the Work on any Project, shall submit to the Owner for its information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the Owner, one record

copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 Shop Drawings, Product Data and Samples

A. Shop Drawings, Product Data, Samples, and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

B. The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Designee. Approval by the Owner, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.10 Cleaning the Site and the Project

The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials together with all of the Contractor's property therefrom. Contractor shall dispose of all refuse at a Texas Commission on Environmental Quality approved landfill. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the Owner for this work, the compensation having been considered and included in the contract price.

7.11 Access to Work and Inspections

The Owner shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested. When reasonably requested by the Owner, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

7.12 Indemnity and Disclaimer

A. OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF OWNER, WITHOUT, HOWEVER, WAIVING ANY GOVERN-MENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION 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. IT IS THE

EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE OWNER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

B. The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the Owner for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with Owner a Standard Certificate of Insurance evidencing the required coverage.

C. In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13 Nondiscrimination

The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national original, religion, age, sex, or disability where reasonable accommodations can be affected to enable the person to perform the essential functions of the job. The Contractor shall further ensure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on any Project.

ARTICLE VIII
CONTRACT ADMINISTRATION

8.1 The Owner or Owner's Designee

The Owner may administer this Contract itself or appoint a Designee to administer this Contract. The Owner's Designee ("Designee") may be an employee of the Owner or may be retained by the Owner as an independent contractor but, in either event, the Designee's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Owner's Designee notwithstanding the contractual relationship between the Owner and Designee. All of the Owner's instructions to the Contractor shall be through the Designee unless otherwise provided by Owner.

In the event the Owner should find it necessary or convenient to replace its Designee, the Owner shall retain a replacement Designee and the status of the replacement Designee shall be that of the former Designee.

8.2 Designee's Administration

A. The Designee, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Designee as set forth in this Contract. The Designee shall be the Owner's representative from the effective date of this Contract until final payment has been made.

B. The Owner and the Contractor shall communicate with each other in the first instance through the Designee.

C. The Designee shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Designee shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

D. The Designee will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

E. The Designee shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Designee deems it necessary or advisable, the Designee shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

F. The Designee will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

G. The Designee will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

H. The Designee shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

I. The Designee's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.3 Claims by the Contractor

A. The Designee shall determine all claims and matters in dispute between the Contractor and Owner with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Designee within seven (7) days of the event or occurrence or the first appearance of the condition giving rise to the claim or dispute who shall render a written decision within a reasonable time thereafter. The Designee's decisions shall be final and binding on the parties. In the event that either party objects to the Designee's determination as to any submitted dispute, that party shall submit a written objection to the Designee and the opposing party within ten (10) days of receipt of the Designee's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

B. Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract.

C. *Claims for Concealed, Latent or Unknown Conditions.* The Contractor expressly represents that it has been provided with an adequate opportunity to inspect all Project sites and thoroughly review the Contract Documents and plans and specifications prior to submission of its bid and the Owner's acceptance of the bid. Subject to the conditions hereof, Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall be made by

Contractor in connection with concealed, latent or unknown conditions except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of any Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Designee written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

D. *Claims for Additional Costs*. If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall give the Designee written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing any Work shall constitute a waiver of any claim for additional compensation.

E. In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors. The Owner shall not be liable to the Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the Owner.

F. *Claims for Additional Time*. If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in any Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Designee, for such reasonable time as the Designee may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. The procedures and remedies provided by this provision shall be the sole remedy of Contractor and Contractor shall not assert nor be entitled to any additional delays or damages associated therewith.

8.4 Field Orders

The Designee shall have authority to order minor changes in any Work not involving a change

in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be affected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

8.5 Mediation

A. In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Designee and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Designee's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute.

B. In no event shall the foregoing provision justify or authorize any delay in the progress of any Work; the parties shall abide by the decision of the Designee in accomplishing the timely completion of the Project.

ARTICLE IX
SUBCONTRACTORS

9.1 Definition

A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the Owner.

9.2 Award of Subcontracts

A. Upon execution of the Contract, the Contractor shall furnish the Owner, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a subcontract with the proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

B. All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner by Subparagraph 12.2.1 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the Owner.

C. The Contractor shall indemnify, defend and hold harmless the Owner from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the Owner by or on behalf of any Subcontractor.

ARTICLE X
CHANGES IN THE WORK

10.1 Notice to Surety; Consent

The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute

the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI
UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

A. If any of the Work is covered contrary to the Designee's request or to any provisions of this Contract, it shall, if required by the Designee or the Owner, be uncovered for the Designee's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

B. If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.A above, it shall, if required by the Designee or Owner, be uncovered for the Designee's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

A. The Contractor shall immediately proceed to correct Work rejected by the Designee as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Designee's services and expenses made necessary thereby.

B. If, within one (1) year after Substantial Completion of any Work herein, any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one-year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

C. Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one-year time period in Subparagraph 11.2.B. relates only to the duty of the Contractor to specifically correct the Work.

11.3 Owner May Accept Defective or Nonconforming Work

If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII
CONTRACT TERMINATION

12.1 Termination by the Contractor

A. If any Work on any Project is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Designee, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3. B above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

B. If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Designee and the Owner. In such an event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2 hereunder.

12.2 Termination by the Owner

A. *For Convenience*. The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

B. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

C. The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information, and Contract rights as the Contractor has.

D. The Contractor shall submit a termination claim to the Owner and the Designee specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Designee. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph F below.

E. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

F. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment, and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include

anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2 of this Document. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the number of payments otherwise made, and shall in no event include duplication of payment.

G. *For Cause*. If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the Owner, fails to grant or allow access to the jobsite by the Owner or Designee, fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

H. If the unpaid balance of the Contract Price does not exceed the cost of finishing the work, including compensation for the Designee's additional services and expenses made necessary thereby, such difference shall be paid by the Contractor to the Owner. This obligation for payment shall survive the termination of the Contract.

I. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.A and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause; such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2 and the provisions of Subparagraph 12.2.A shall apply.

ARTICLE XIII
INSURANCE

13.1 Contractor shall furnish proof of Owner-stipulated insurance requirements as detailed in the General Conditions.

ARTICLE XIV
MISCELLANEOUS

14.1 Laws and Ordinances

The Contractor shall at all times and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Projects and any Work. The Contractor shall further ensure that all Subcontractors observe and comply with said laws,

ordinances and regulations.

14.2 Governing Law

The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Work to be performed hereunder shall be in the courts of Dallas County, Texas.

14.3 Successors and Assigns

The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

14.4 Surety Bonds

The Contractor shall furnish separate performance and payment bonds to the Owner as detailed in the General Conditions.

14.5 Prohibition of Boycott of Israel

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

14.6 Business Prohibitions

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

14.7 Severability

The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not be included herein.

14.8 Amendments

This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the Owner to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce estop the Owner from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising as a result of such nonperformance or nonconforming work.

14.9 Notices

Any notice or other communication shall be in writing and shall be deemed given when sent Registered or Certified Mail, Postage Prepaid, in the United States Mail, addressed as set forth below, or to such other address as either of the parties shall advise the other in writing.

If intended for Owner:

City of Duncanville
Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138

with a copy to:

Robert Hager
Nichols, Jackson, Dillard, Hager and Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If intended for Contractor:

Texas Standard Construction, Ltd.
5511 W. Ledbetter Drive
Dallas, TX 75236
Attn: Ronald H. Dalton, President
ron@texasstandardconstruction

EXECUTED on _____day of _____,2024.

OWNER
CITY OF DUNCANVILLE, TEXAS

By: _____

Name: _____

Title: The City Manager

CONTRACTOR

Signature: Ronald H Dalton

Name: Ronald H. Dalton

Title: President

Date: 1-18-2024

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING
Certificate Number:
2024-1113565
Date Filed:
01/18/2024
Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Texas Standard Construction, Ltd.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Duncanville, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
3230024
#23-0008 Softwood Dr. Sanitary Sewer Aerial Crossing Repair

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Texas Standard Construction, Ltd.	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ronald H. Dalton, and my date of birth is 10-22-1957.

My address is 5511 W. Ledbetter Dr. (street), Dallas (city), TX (state), 75236 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 18th day of January (month), 2024 (year).

Ronald H Dalton
Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V3.5.1.0bfcfb67

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

None

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

None

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

None

4 ☒ **I have no Conflict of Interest to disclose.**

5 Signature of vendor doing business with the governmental entity — Date: 1-18-2024

City of Duncanville, Texas
Texas House Bill 89 Verification Statement

I, Ronald H. Dalton, President (Person name), the undersigned representative of (name of company Texas Standard Construction, Ltd. (hereafter referred to as company) do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

1-18-2024
DATE

Ronald H Dalton PRES.
SIGNATURE OF COMPANY REPRESENTATIVE

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Consider a Resolution authorizing a Professional Services Agreement with Freese and Nichols for Stormwater Management Program consulting services for a one-year term in an amount not to exceed $15,540.00.

Vision Statement:

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

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**
- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Jacqueline R. Culton, P.E., MBA, Interim Director of Public Works

BACKGROUND/HISTORY:
The U.S. Environmental Protection Agency established the National Pollutant Discharge Elimination System (NPDES) program in 1972 to identify water pollution sources and to reduce/eliminate those pollutants. Responsibility for administering the NPDES program in Texas has been delegated to the Texas Commission on Environmental Quality (TCEQ). The City of Duncanville is subject to the requirements of the TCEQ Texas Pollutant Discharge Elimination System (TPDES) General Permit No. TXR040000, issued on January 24, 2019, which sets the requirements and conditions for stormwater discharges from a small (based on population size) municipal separate storm sewer system (MS4), such as Duncanville, to the surface waters in Texas. The City has developed and implemented a stormwater management program (SWMP) to comply with the TPDES Permit, which was originally issued in August 2007 and as periodically amended by the State. This document describes the City's stormwater management program to protect water quality from stormwater runoff. It serves as the City's documentation of intended compliance with the current TPDES Small MS4 General Permit. Freese and Nichols was retained by the City in 2007 to assist with developing and implementing a regulatory-compliant SWMP.

Freese and Nichols has consulted the City on stormwater permitting compliance and the zoning ordinance update. The expenditures as available per the City's financial reporting system for fiscal years 2019 through 2023 total $211,399.99, as outlined below, exceeding $50,000.00.

FY19: $80,333.79
FY20: $80,724.15
FY21: $28,665.26
FY22: $9,143.30
FY23: $12,533.49

POLICY EXPLANATION:
To comply with the TCEQ TPDES 2019 General Permit annual reporting, the City of Duncanville Public Works Department requires Freese and Nichols' Stormwater Management Program consulting services. Freese and Nichols will assist the City in developing the required annual report documenting our MS4 program activities for submittal to TCEQ for the fifth year of the 2019 general permit.

FUNDING SOURCE:

ORG and Object Number
15000100-708103 (Drainage Admin/Professional Fees)

Available Budget	Purchase Amount	After Encumber
$35,992.02`	$15,000.00	$20,992.02

ACTION ALTERNATIVES:
1. Authorize a Professional Services Agreement with Freese and Nichols for Stormwater Management Program consulting services for a one-year term in an amount not to exceed $15,540.00.
2. Do not authorize a Professional Services Agreement with Freese and Nichols for Stormwater Management Program consulting services for a one-year term in an amount not to exceed $15,540.00.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-203 - Freese and Nichols MS4 Stormwater Management Program Consulting Services with Exhibits

RESOLUTION NO. 2024-203

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS FOR STORMWATER MANAGEMENT PROGRAM CONSULTING SERVICES FOR A ONE-YEAR TERM IN AN AMOUNT NOT TO EXCEED $15,540.00, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) administers the National Pollutant Discharge Elimination System program in the state of Texas; and

WHEREAS, it is necessary to provide Stormwater Management Program consulting services to assist the Public Works Engineering Division in complying with the requirements of the TCEQ Texas Pollutant Discharge Elimination System (TPDES) program; and

WHEREAS, Freese and Nichols provides said Stormwater Management Program consulting services.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes a Professional Services Agreement with Freese and Nichols for Stormwater Management Program consulting services for a one-year term in an amount not to exceed $15,540.00, attached hereto and incorporated herein as Exhibit A, authorizing the City Manager to execute the necessary documents related to said expenditures.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of February, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

PROFESSIONAL SERVICES AGREEMENT
CONTRACT NUMBER 3230226
MS4 STORMWATER MANAGEMENT PROGRAM
CONSULTING SERVICES

This **PROFESSIONAL SERVICES AGREEMENT** ("agreement") is made and entered into by and between **(Freese and Nichols)**, hereinafter referred to as "CONTRACTOR", which is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY", to be effective upon approval of the Duncanville City Council and subsequent execution of this Contract by the Duncanville City Manager or his duly authorized designee.

RECITALS

WHEREAS the CITY desires CONTRACTOR to perform certain work and services set forth in Section 1, Scope of Services, and **Exhibit A, Scope of Services, Deliverables, and Schedule,** of this contract; and

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

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

Section 1. Services to be Provided
Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary professional engineering services and deliverables, as set forth in the "Scope of Services, Deliverables, and Schedule", "Scope", **Exhibit A** and incorporated herein. Exhibit A also includes the Schedule of Standard Fees. **SCHEDULE:** The proposed services shall begin within **10 working days of authorization to proceed, or upon date as mutually agreed to by City and Contractor and incorporated into the project schedule**. The deliverables and schedule are included as **Exhibit A** and made a part hereto.

Section 2. Term of Contract
The term of this agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONTRACTOR completes the services and obligations required herein to the satisfaction of CITY as specified in **Section 1** and **Exhibit A,** unless sooner terminated as provided in Section 9, Termination, as detailed in this Contract.

Section 3. Contractor Obligations

A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached, and incorporated herein as **Exhibit A.** Should CITY require additional services not included under this Contract, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within

the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Contract.

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

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

Section 4. Invoices

A. The CONTRACTOR shall submit monthly invoices for work completed. Each purchase order issued Invoices shall be emailed to the CITY's Accounts Payable Department at accountspayable@duncanville.com with a proforma copy to the City's designated project manager or departmental point-of-contact. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number, if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The CONTRACTOR's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the CITY. Unless otherwise instructed in writing, the CITY may rely on the remittance address specified on the CONTRACTOR's invoice.

C. Invoices for labor performed outside of the scope and but previously agreed to by the City with a written change order, shall be listed on the monthly invoice as a separate item. Invoices for labor shall include a copy of all timesheets with labor rate and deliverables clearly identified. Invoices shall also include a tabulation of work hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked.

D. Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through All Subcontractor and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or CITY sales taxes must not be included in the invoiced amount. The CITY will furnish a tax exemption certificate upon request.

Section 5. Payment

The total CONTRACTOR fee shall be as specified in **Exhibit A** and in **Section 5.** The total amount of the invoices on the project shall not exceed the contract amount of **Fifteen Thousand Five Hundred Forty Dollars and zero cents ($15,540.00)** for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in this Section, unless amended in writing by the City. All fees paid to CONTRACTOR, by CITY, shall be based on invoices submitted by CONTRACTOR for work performed and approved by the CITY. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds (EFT). The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

The CITY may withhold or set off the entire payment or part of any payment otherwise due the CONTRACTOR to such extent as may be necessary on account of:

a. third party claims, which are not covered by the insurance which the CONTRACTOR is required to pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.
b. failure of the CONTRACTOR to pay Subcontractors, or for labor, materials or equipment; damage to the property of the CITY or the CITY's agents, employees, or contractors, which is not covered by insurance required to be provided by the CONTRACTOR;
c. reasonable evidence that the CONTRACTOR's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
failure of the CONTRACTOR to submit proper invoices, with all required attachments and supporting documentation; or
d. failure of the CONTRACTOR to comply with any material provision of the Agreement or perform the project in a satisfactory manner.
e. any sums owed to the CITY, for any reason including delinquent taxes.

Payments shall be made within 30 days of receipt of invoice by CITY, unless disputed by the CITY. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

Section 6. Responsibilities

A. THE CONTRACTOR shall be responsible for the quality of goods and services furnished by CONTRACTOR under this Contract. CONTRACTOR shall complete the work with the professional skill and care ordinarily provided by similarly situated professionals in the same or similar locality and under the same or similar circumstances and professional license. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the services.

B. Neither CITY's review, approval or acceptance of, nor payment for any of the services

required under this Contract, shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Contract.

C. The rights and remedies of CITY under this Contract are as provided by law and allowed by this contract.

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Contract in a proper, efficient, and professional manner in accordance with CITY's requirements. As time is of the essence of this Contract, such services shall be completed in a timely manner, after receiving a Notification to Proceed from CITY to CONTRACTOR.

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

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

Section 8. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications, and other documents, including those in electronic form, prepared by CONTRACTOR and its consultants, subcontractor's, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of CITY. CONTRACTOR and its consultants, subcontractor's, agent(s), representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, CITY shall own, have, keep, and retain all rights, title, and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all Project Documents, whether in draft form or final form, which are produced at CITY's request and in furtherance of this Agreement.

B. As shall be applicable, the CITY shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials, and reports for those purposes for which they were intended. CITY shall have full authority to authorize CONTRACTOR(s), subcontractor's, sub-subcontractor's, CITY consultants, and material or equipment suppliers to reproduce applicable portions of the documents to and for use in their execution of the work or for any other purpose. All materials and

reports prepared by CONTRACTOR in connection with this Agreement are "works for hire" and shall be the property of CITY. CITY shall have the right to publish, disclose, distribute, and otherwise use documents in accordance with the applicable laws of the State of Texas. Ass applicable and requested by the CITY, the CONTRACTOR shall, upon completion of the services and full payment for the CONTRACTOR'S services by the CITY, or earlier termination and appropriate compensation as provided by this Agreement, provide CITY with reproductions of all materials, reports, and exhibits prepared by CONTRACTOR pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the CITY.

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

D. Acceptance and approval of the Project Documents by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its employees, associates, agents and CONTRACTORs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings and specifications, or other documents prepared by CONTRACTOR, its employees, CONTRACTOR, agents and CONTRACTORs.

Section 9. Termination

CITY may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities, or material in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is-without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to the CITY. Should CITY require a modification of this Contract with CONTRACTOR, and in the event. CITY and CONTRACTOR fail to agree upon a modification to this Contract, CITY shall have the option of terminating this Contract and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONTRACTOR prior to such termination date.

Section 10. Insurance

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

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

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

A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Section shall be furnished to CITY before any services are performed under this Contract to:

CITY of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
purchasing@duncanvilletx.gov

and shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Contract under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to CITY prior to the cancellation or modification of any insurance referred to therein. On every date of renewal of the required insurance policies, the CONTRACTOR shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the CITY. In addition, the CONTRACTOR shall within ten (10) business days after written request provide the CITY with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the CITY is a condition precedent to the payment of any amounts due to CONTRACTOR by the CITY. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least **"A" by AM Best** or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the CITY.

Section 11. Indemnification for Injury and Performance

To the extent permitted by Texas Local Government Code 271.904, CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability, or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractor's, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the performance or non- performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONTRACTOR shall be obligated to indemnify CITY as provided herein in a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this agreement. This provision shall survive the termination of this agreement.

Section 12. Indemnification for Unemployment Compensation

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

Section 13. Indemnification for Performance

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

Section 14. Assignment-Delegation

The Contract shall be binding upon and ensure to the benefit of the CITY and the

CONTRACTOR and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the CONTRACTOR without the prior written consent of the CITY. Any attempted assignment or delegation by the CONTRACTOR shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm, or entity not a party hereto; it being the intention of the parties that there are no third-party beneficiaries to the Contract.

The Vendor shall notify the CITY's Chief Procurement Officer, in writing, of a company name, ownership, or address change for the purpose of maintaining updated CITY records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

Section 15. Jurisdiction, Venue, Applicable Laws

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein.

Section 16. Interpretation

The Contract is intended by the parties as a final, complete, and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

Section 17. Dispute Resolution

If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek

injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONTRACTOR will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

Section 18. Default

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the failure to commence the work, failure to diligently provide services in the quality or character of the service, failure to provide services in an efficient, timely, and careful manner, failure to provide or use an adequate number or quality of personnel to complete the work, failure to provide adequate equipment, or fail to perform any of the CONTRACTOR obligations under this contract, and the failure is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion without prejudice to any other right or remedy:

A. Immediately terminate this contract and complete the work in any manner CITY deems acceptable, including engaging the services of other contractors, and shall be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by CITY at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event of such termination, CITY may

proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubletting to others.

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

C. Any such act by the CITY shall not be deemed a waiver of any other right or remedy of the CITY.

Section 19. Adjustments in Services

No claims for extra services, additional services, modifications, or changes in the services will be made by CONTRACTOR without a written agreement with CITY prior to the performance of such services. The Contract can be modified or amended only in writing as signed by both parties. No pre-printed or similar terms on any the CONTRACTOR invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

Section 20. Execution becomes Effective

This Contract will be effective upon execution of the Contract by and between CONTRACTOR and CITY.

Section 21. Contract Amendments

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

Section 22. Invalidity and Severability

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

Section 23. Independent CONTRACTOR

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Contract, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Contract shall be in the capacity of an independent CONTRACTOR, and not as an agent or employee of CITY. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

Section 24. Notice

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

If to OWNER:

City of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5850
purchasing@duncanvilletx.gov

If to CONTRACTOR:

Freese & Nichols
Attn: Ryan Deal
801 Cherry Street, Ste 2800
Fort Worth, TX 76102
(817) 735-7594
Ryan.deal@freese.com

Section 25. Business Prohibitions and Requirements

1. **Prohibition on Contracts with Companies Boycott of Israel**
   By executing this contract, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

2. **Transactions with an Abortion Provider or Affiliate**
   CONTRACTOR certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Contractor, Agreement and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.

3. **Prohibition against doing business with Foreign Terrorist Organizations**
   By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government

Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

4. **Discrimination Against Firearm & Ammunition Industries**
Vendor certifies and verifies that (1)neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274.For purposes of this Agreement, the term ""Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

5. **Boycotting of Energy Companies**
Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

6. **Certificate of Interested Parties Electronic Filing (See Exhibit C)**
No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the CONTRACTOR shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908. https://www.ethics.state.tx.us/filinginfo/1295/

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the

Texas Ethics Commission's website within seven business days.

Section 26. Funding and Non-Appropriation Clause

The awarding or continuation of this agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the CITY Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to elate shall be paid.

The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate Appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any Appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

Section 27. Revisions of Scope of Work and Workplan

In response to changes in needs of the project, CITY reserves the right to direct substantial revision to the scope of work initially agreed, including changes to the drawings, specifications, or other project documents after due approval by CITY, as CITY may deem necessary. In such event, CITY shall pay CONTRACTOR its regular compensation for services rendered in making such revisions, provided such compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide to CITY a written proposal for the entire costs involved and the completion time involved in providing the revisions. CITY shall not knowingly require any revision that is illegal or that violates the professional ethics of CONTRACTOR. Prior to CONTRACTOR undertaking any substantial revision as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

Section 28. Right to Inspect/Audit Records

CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine

any directly pertinent books, documents, papers and records of such subcontractors or subcontractors involving transactions to the subcontract and further, that CITY shall have access during normal working shall give the subcontractor's or subcontractors reasonable advance notice of intended audits no less than 3 business days.

Section 29. Successors and Assigns

CITY and CONTRACTOR each bind itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither CITY nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

Section 30. Disclosure of No Conflicts of Interest (Exhibit B)

By signing this contract, CONTRACTOR acknowledges to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. CONTRACTOR further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

Section 31. Workforce

A. The CONTRACTOR shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The CONTRACTOR, its employees, subcontractors, and subcontractor's employees may not engage in, participate or respond to a solicitation. While in the course and scope of delivering goods or services under a City of Duncanville contract or on the CITY's property, a Contractor shall not:

1. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
2. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the CITY or the CITY's representative notifies the CONTRACTOR that any worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the CONTRACTOR shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the CITY's prior written consent.

Section 32. Compliance with Health, Safety, and Environmental Regulations.

The CONTRACTOR, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the CITY and by the Occupational Safety and Health

Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The CONTRACTOR shall indemnify and hold the CITY harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of the CONTRACTOR's obligations under this paragraph.

Environmental Protection: The CONTRACTOR shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

Section 33. Immigration Control and Employment Verification

Employment eligibility verification: The lmmigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form 1-9. The CONTRACTOR warrants that CONTRACTOR is in compliance with IRCA during the term of this contract with the CITY. The CONTRACTOR warrants that the CONTRACTOR has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract.

Section 34. Non-Discrimination and Equal Employment Opportunity

CONTRACTOR shall not discriminate against anyemployee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

Section 35. Non-Suspension or Debarment Certification.

The CITY is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Duncanville Contracts. By accepting a Contract with the CITY, the CONTRACTOR certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Duncanville.

CONTRACTOR certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of Treasury, Office of Foreign Assets Control.

Section 36. Public Information Act.

Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with the provisions of Section 2252.907 of the Texas Government Code, the CONTRACTOR is required to make any information created or exchanged with the CITY pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional cost to the CITY.

Section 37. Counterparts.
This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 38. Exhibits
The Exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 39. Survival of Obligations
Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Contract shall survive termination.

Section 40. Place and Condition of Work
The CITY shall provide the CONTRACTOR with access to the sites where the CONTRACTOR may perform the services in a timely and efficient manner, and in accordance with and subject to the applicable security laws, rules, and regulations. The CONTRACTOR acknowledges that it has satisfied itself as to the nature of the CITY's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor, and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the CONTRACTOR's obligations under the contract. The CONTRACTOR hereby releases and holds the CITY harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from the expected conditions.

The CONTRACTOR shall, at all times, exercise reasonable precautions for the safety of their employees, CITY Staff, participants, and others on or near the CITY's facilities.

Section 41. Headings
The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section 42. Buy American Act and Domestic Preference
As appropriate, and to the extent consistent with law, the CONTRACTO shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of

goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

The following federally funded requirements are applicable in accordance with the Buy-American Act.
A. Definitions. As used in this paragraph:
i. "Component" means an article, material, or supply incorporated directly into an end product.
ii. "Cost of components" means -
(1) For components purchased by the CONTRACTOR, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the CONTRACTOR, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
v. "Foreign end product" means an end product other than a domestic end product.
vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
C. The CITY does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
D. The CONTRACTOR shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

Section 43. **Compliance with all State, Federal, and Local Laws**

The CONTRACTOR shall comply with all State, Federal (including Executive Orders), and Local laws, and requirements. The CONTRACTOR must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the

offering or conferring of benefits to public servants. The CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

Section 44. Federal. State. And local requirements

CONTRACTOR shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. CONTRACTOR is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. CONTRACTOR shall ensure compliance with all federal and State tax laws and withholding requirements. The CITY of Duncanville shall not be liable to CONTRACTOR or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. CONTRACTOR shall indemnify the CITY of Duncanville and shall pay all costs, penalties, or losses resulting from CONTRACTOR's omission or breach of this Section.

Section 45. Drug-Free Workplace

The CONTRACTOR shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the CONTRACTOR shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

Section 46. Contractor Liability for Damage to Government Property

The CONTRACTOR shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the CONTRACTOR and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The CONTRACTOR shall notify the CITY of Duncanville Chief Procurement Officer in writing of any such damage within one (1) calendar day.

Section 47. Force Majeure

The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately notify the CITY of Duncanville **Chief Procurement Officer** by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances

causing the non-performance or delay in performance.

Section 48. Non-Waiver of Rights

Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

Section 49. No Waiver of Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the CITY of Duncanville of any immunities from suit or from liability that the CITY of Duncanville may have by operation of law.

Section 50. Records Retention

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The CONTRACTOR shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The CONTRACTOR shall grant access to all books, records, and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Section 51. Confidentiality

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that the Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate protective order. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

Section 52. **Non-Publicity**

City of Duncanville and Consultant agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law or court order, (c) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Agreement.

Section 53. **No Warranty by City Against Infringements**

The CONTRACTOR represents and warrants to the CITY that: (i) the CONTRACTOR shall provide the CITY good and indefeasible title to the deliverables and (ii) the deliverables supplied by the CONTRACTOR in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the CONTRACTOR does not know of any valid basis for any such claims. The CONTRACTOR shall, at its sole expense, defend, indemnify, and hold the CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the CITY's exercise anywhere in the world of the rights associated with the CITY's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the CONTRACTOR's breach of any of CONTRACTOR's representations or warranties stated in this Contract. In the event of any such claim, the CITY shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the CITY's behalf. Further, CONTRACTOR agrees that the CITY's specifications regarding the deliverables shall in no way diminish CONTRACTOR's warranties or obligations under this paragraph and the CITY makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of CONTRACTOR.

Section 54. **Warranty-Services**

The Consultant warrants and represents that all services to be provided the City of Duncanville under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, or regulations.

A. The Consultant may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Agreement, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Consultant shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City

of Duncanville. All costs incidental to such additional performance shall be borne by the Consultant. The City of Duncanville shall endeavor to give the Consultant written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City of Duncanville's rights under this section.

C. If the Consultant is unable or unwilling to perform its services in accordance with the above standard as required by the City of Duncanville, then in addition to any other available remedy, the City of Duncanville may reduce the amount of services it may be required to purchase under the Agreement from the Consultant and purchase conforming services from other sources. In such event, the Consultant shall pay to the City of Duncanville upon demand the increased cost, if any, incurred by the City of Duncanville to procure such services from another source.

Section 55. Byrd Anti-Lobbying Act Requirements

The CONTRACTOR hereby certifies, for contracts exceeding $100,000, that no federal appropriated funds from this contractual agreement shall not be used to pay any person or organization for influencing or attempting to influence an officer, or employee of any Local, State, or Federal agency, or a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award cover by 31 U.S.C. 1352.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Section 56. Clean Air Act Requirements

In accordance with the provisions of the Federal Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended, for contracts in excess of $150,000, the CONTRACTOR certifies that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Section 57. Solid Waste Disposal Act

In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements; or at a reasonable price. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Section 58. Claims

If any claim, demand, suit, or other action is asserted against the CONTRACTOR which arises under or concerns the Contract, or which could have a material adverse effect on the CONTRACTOR's ability to perform thereunder, the CONTRACTOR shall give written notice thereof to the CITY within ten (10) calendar days after receipt of notice by the CONTRACTOR. Such notice to the CITY shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the Duncanville Chief Procurement Officer. Personal delivery to the CITY is defined in the Notices section.

Section 59. Compliance with the Copeland Anti-Kickback Act

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Section 60. Prohibition on Contracting for Covered Telecommunications Equipment or Services

The CONTRACTOR shall comply with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 which prohibits the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Provided Technology is procured through this Contract, the CONTRACTOR shall be required to complete and submit Federal Form NDAA-899.

Section 61. Entire Contract

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written contract of the parties.

Section 62. Pass Down Language Requirement

Provided the CONTRACTOR utilizes any subcontractors in performance of this agreement, the CONTRACTOR shall require the subcontractor to adhere and comply with the terms and conditions of this Contract, by incorporating such into a written agreement between the CONTRACTOR and the subcontractor.

Conflicts of Language: Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. Final negotiated contract
2. RFP/Bid documents
3. CITY's standard terms and conditions
4. Purchase order
5. Proposal documents and CONTRACTOR terms and conditions

(Signature follows this page)

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

This Agreement may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Agreement. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes. IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

CITY OF DUNCANVILLE, TEXAS

Signature

Douglas Finch
Printed Name

City Manager
Title

Date

FREESE AND NICHOLS

Authorized Signature

Kimberly Buckley, PG
Printed Name

Vice President/Principal
Title

January 31, 2024
Date

817-735-7332
Phone Number

kmb@freese.com
Email Address

APPROVED AS TO LEGAL FORM:
Robert Hegar, JD - CITY ATTORNEY

BY: _____

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

Exhibit A – Scope of Services, Deliverables, and Schedule

FNI will render the following professional services in connection with the 2024 SWMP update, renewal, and implementation.

1. SWMP Check-in Meetings
FNI will participate in up to 4 SWMP check-in meetings between January 1, 2024 and September 30, 2024. The purpose of the meetings will be for FNI to review the required actions for permit compliance, to assess the progress toward current permit year's best management practice (BMP) measurable goal implementation, and to identify recommended actions to resolve off target activities, if applicable. FNI will provide meeting minutes to staff after each meeting identifying compliance progress and upcoming milestones.

2. SWMP Annual Report Development
FNI will assist the CITY in development of the required annual report documenting the CITY's SWMP activities for Permit Year 5 (2023) for submittal to the TCEQ. The annual report will include all required elements identified by TCEQ. FNI will facilitate one virtual annual report meeting to address CITY questions and assist with the completion of the annual report. Annual report preparation for reporting on 2023 SWMP BMPs will begin in January 2024 with a submittal deadline of March 31, 2024.

3. SWMP Implementation Support
FNI will provide up to 26 hours of on-call SWMP administration and implementation support for the 2024 SWMP as directed by the CITY for activities not specified above, including, but not limited to, the following:
• Regulatory agency coordination.
• Public education and outreach material development.
• Geographical Information Systems (GIS) data management.
• Storm sewer system mapping assistance and storm sewer asset management, including structural controls.
• Staff training for SWMP compliance, including, but not limited to, illicit discharge detection and elimination, construction site inspections, and other related activities.
• Review construction site Stormwater Pollution Prevention Plans (SWP3s) for compliance with TXR040000.
• Construction site stormwater inspections.
• Stormwater structure inspections.
• Detailed facility audits.

TIME OF COMPLETION
FNI is authorized to commence work on the Project upon the execution of this agreement. FNI will deliver the Final 2023 Annual Report to the City for submittal no later than March 24, 2024.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to equitable adjustment of compensation and FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.

RESPONSIBILITIES OF CITY
CITY shall perform the following in a timely manner so as not to delay the services of FNI:

A. Designate in writing a person to act as CITY's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to FNI's services for the Project.

B. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

C. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

D. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

DESIGNATED REPRESENTATIVES
FNI and CITY designate the following representatives:

CITY's Primary Contact Name: Jacqueline Culton, P.E.
Address: 203 E. Wheatland Rd.
Duncanville, TX 75116
Phone: (972) 780-5016
Email: jculton@duncanville.com

FNI's Primary Contact Name: Ryan Deal
Address: 801 Cherry Street, STE 2800
Fort Worth, TX 76102
Phone: (817) 735-7594
Email: Ryan.Deal@freese.com

FNI's Accounting Contact Name: Lisa Broussard
Address: 12770 Merit Drive, STE 900
Dallas, TX 75251
Phone: (972) 331-6021
Email: lisa.broussard@freese.com

COMPENSATION
FNI proposes to provide services as described herein for a not to exceed fee of Fifteen Thousand Five Hundred Forty Dollars ($15,540.00).

Basic Services Subtotal $15,540.00
Payment of the services shall be due and payable upon submission of a statement for services. Statements for services shall not be submitted more frequently than monthly.

Duncanville
City of Champions

COMPENSATION ATTACHMENT CO

Position	Hourly Rate
Professional 1	127
Professional 2	155
Professional 3	173
Professional 4	200
Professional 5	234
Professional 6	267
Construction Manager 1	110
Construction Manager 2	136
Construction Manager 3	148
Construction Manager 4	185
Construction Manager 5	223
Construction Manager 6	254
Construction Representative 1	98
Construction Representative 2	110
Construction Representative 3	136
Construction Representative 4	148
CAD Technician/Designer 1	108
CAD Technician/Designer 2	139
CAD Technician/Designer 3	172
Corporate Project Support 1	103
Corporate Project Support 2	124
Corporate Project Support 3	165
Intern / Coop	63
Senior Advisor	175

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

Equipment

Valve Crew Vehicle (hour)		$75
Pressure Data Logger (each)		$200
Water Quality Meter (per day)		$100
Microscope (each)		$150
Pressure Recorder (per day)		$100
Ultrasonic Thickness Guage (per day)		$275
Coating Inspection Kit (per day)		$275
Flushing / Cfactor (each)		$500
Backpack Electrofisher (each)		$1,000
	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2023.

1082023

Exhibit B – Conflict of Interest Form

Exhibit C – Form 1295 Instructions

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government, Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☐ **I have no Conflict of Interest to disclose.**

5

_____ _____

Signature of vendor doing business with the governmental entity Date

Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The CONTRACTOR shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on the signature page of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@duncanville.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit B

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1110836

Date Filed:
01/10/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Freese and Nichols, Inc.
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Duncanville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Contract
MS4 Stormwater Management Program Consulting Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Pence, Bob	Fort Worth, TX United States	X	
Coltharp, Brian	Fort Worth, TX United States	X	
Archer, Charles	Raleigh, NC United States	X	
Greer, Alan	Fort Worth, TX United States	X	
Hatley, Tricia	Oklahoma City, OK United States	X	
Johnson, Kevin	Dallas, TX United States	X	
Payne, Jeff	Fort Worth, TX United States	X	
Reedy, Mike	Houston, TX United States	X	
Wolfhope, John	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Pam Fordtran, and my date of birth is February 12, 1962.

My address is 800 N. Shoreline, Suite 1600N (street), Corpus Christi (city), TX (state), 78401 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Nueces County, State of Texas, on the 10th day of January (month), 2024 (year).

Pam Fordtran
Signature of authorized agent of contracting business entity
(Declarant)

Page 34 of 34

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V3.5.1.0bfcfb67

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Consider a Resolution authorizing execution of Change Order No.1 in amount of $5,962.00 for T.F. Harper Contract No. 3230099 for additional construction services to complete the improvements in the Armstrong Park project for a total contract amount of $704,541.76.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
During the final design process with City Council, staff committed to working with our consultant, Dunaway Associates, to create a way to commemorate the original Kisdville playground utilizing original materials. In addition to wood planks and pavers for community distribution, staff also salvaged four roof pyramids during the demolition of the Kidsville playground. Dunaway Associates, with the assistance of Leathers Playgrounds, designed four towers to be located at the secondary entrances to the new Kidsville playground, that will be topped with the original roofs. T.F. Harper is constructing the towers and City staff will install them at the end of the project. This was not included in the original design of the project or construction contract with T.F. Harper. Change Order No. 1 addresses the additional costs for these services in the amount of $5,962.00.

POLICY EXPLANATION:
The Texas Local Government Code establishes municipal procurement rules regarding original contract price increases. Paragraphs C and D of Section 252.048 state the following:

c) If a change order involves a decrease or an increase of $50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

FUNDING SOURCE:

ORG and Object Number
24100000-708102

Available Budget	Purchase Amount	After Encumber
$3,613,512.57	$5,962.00	$3,607,550.57

ACTION ALTERNATIVES:

1. Authorize execution of Change Order No.1 in amount of $5,962.00 for T.F. Harper Contract No. 3230099 for additional construction services to complete the improvements in the Armstrong Park project for a total contract amount of $704,541.76.
2. Do not authorize execution of Change Order No.1 in amount of $5,962.00 for T.F. Harper Contract No. 3230099 for additional construction services to complete the improvements in the Armstrong Park project for a total contract amount of $704,541.76.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-213 - Armstrong Park Change Order - TF Harper - Pdf

RESOLUTION NO. 2024-213

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING EXECUTION OF CHANGE ORDER NO. 1 IN THE AMOUNT OF $5,962.00 FOR T.F. HARPER CONTRACT NO. 3230099 FOR ADDITIONAL CONSTRUCTION SERVICES TO COMPLETE THE IMPROVEMENTS IN THE ARMSTRONG PARK PROJECT FOR A TOTAL OF $704,541.76; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville, Texas approved Resolution 2022-125 authorizing the City to contract with T.F. Harper for the installation of a Leathers playground at Armstrong Park on December 20, 2022 at a contract price of $698,579.76; and

WHEREAS, T.F. Harper submitted Change Order No. 1 for additional services to construct four towers with roofs from the original Kidsville playground in the amount of $5,962.00; and

WHEREAS, the City Council of the City of Duncanville, Texas desires to authorize Change Order No. 1 for Contract No. 32300099 for additional construction services to complete improvements in the Armstrong Park project for a total expenditure amount of $704,541.76.

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

SECTION 1. The City Council of the City of Duncanville, Texas authorizes Change Order No. 1 for Contract No. 32300099 for additional construction services to complete improvements in the Armstrong Park project for a total expenditure amount of $704,541.76.

SECTION 2. The City Council of the City of Duncanville, Texas authorizes the City Manager or designee to execute the appropriate and necessary documents to conform to this Resolution as appropriate.

SECTION 3. This Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of February, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

T.F. HARPER & ASSOCIATES LP

OWNER CHANGE ORDER

CHANGE ORDER # 01.00
DATE 1/19/2024

PROJECT NAME ARMSTRONG PARK
JOB NO. C23004
CONTRACT DATE 2/6/2023

OWNER City of Duncanville
203 E. Wheatland Rd
Duncanville, Texas 75116

The following is the cost for additions and/or subtractions to the original subcontract sum as described below:

COST CODE	DESCRIPTION	TOTAL
13881	MATERIALS AND DELIVERY LABOR FOR FOUR (4) ADDITIONAL TOWERS TO BE LOCATED OUTSIDE THE PLAYGROUND. THIS DOES NOT INCLUDE LABOR TO INSTALL OR ASSEMBLE THE TOWERS. (AS PER CHANGE ORDER PROPOSAL FROM LEATHERS PLAYGROUNDS DATED 1/19/24 & IS ATTACHED)	$ 5,962.00
	TOTAL	**$ 5,962.00**

ORIGINAL CONTRACT AMOUNT	$ 698,579.76
Change Order No. 1	$ 5,962.00
Change Order No. 2	
Change Order No. 3	
Change Order No. 4	
REVISED CONTRACT AMOUNT	$ 704,541.76

CONTRACTOR

SIGNATURE January 19, 2024 DATE

Kerry B Urbanowicz, Vice-President of TF Harper & Associates

CITY OF DUNCANVILLE

SIGNATURE **DATE**

1685 S FM 1626 Buda, TX 78610 (512) 440-0707 www.tfharper.com

Playgrounds by LEATHERS
Dream. Build. Play!

Change Order

1/19/24

Duncanville, TX Playground

Description:
Build 4 additional towers to be located outside the playground and installed by client.

Below is an estimate for material and labor for the change.

As requested here is the estimate for the 4 towers for Armstrong Park based on the drawings you provided. This estimate does not include installation.

The post will be pressure treated wood 4x4's. The rest will be from the plastic lumber we have. The cones will be provided from the original build.

Please let me know if there are any questions.

Materials for 4 towers			
Totals	**Qty**	**cost/pcs**	**Description**
$ 3,120.00	48	$ 65.00	2x6x14 comp
$ 260.00	4	$ 65.00	2x6x14 PF
$ 260.00	4	$ 65.00	2x6x14 PF
$ 640.00	16	$ 40.00	4x4x10' PT
$ 4,280.00			
$ 1,140.00	**Labor**		
$ 5,420.00	Sub total		
$ 542.00	Profit	10%	
$ 5,962.00	**Grand total**		

Marc Leathers
Owner

PO Box 3364
Jupiter, FL 33469-9998
Toll Free 877-564-6464
www.leathersassociates.com

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Consider a Resolution authorizing execution of Change Order No.1 in the amount of $12,733.05 and Change Order No. 2 in the amount of $19,747.75 for Kraftsman Contract No. 3230098 for additional construction services to complete the improvements in the Armstrong Park project for a total contract amount of $2,144,613.80.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
During the concrete trail installation near the former Safety Town, it was determined that the existing sidewalk linking the amphitheater to the new trail did not meet Americans with Disabilities Act (ADA) slope requirements of less than 5%. The project consultant, Dunaway Associates, and staff directed the contractor to remove that section of sidewalk, re-angle it to reduce the slope, and install a new sidewalk to meet ADA standards. The existing electric service line for the pavilion was also forced to be re-routed to not interfere with the new splash pad. Change Order No. 1 addresses the additional costs for these construction services in the amount of $12,733.05.

In addition, the project consultant and staff determined that the existing paver sidewalk that links the splash pad to the primary entrance of Historical Park at the end of James Collins Boulevard, is in severe disrepair and directed the contractor to demolish and replace the pavers with a concrete sidewalk in its place. The City recently repaired a number of pavers in the Historical Park based on a tripping hazard complaint, but the damage to this area was too severe for repair. Change Order No. 2 addresses the additional costs for these construction services in the amount of $19,747.75.

POLICY EXPLANATION:
The Texas Local Government Code establishes municipal procurement rules regarding original contract price increases. Paragraphs C and D of Section 252.048 state the following:

c) If a change order involves a decrease or an increase of $50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

FUNDING SOURCE:

ORG and Object Number
24100000-708102

Available Budget	**Purchase Amount**	**After Encumber**
$3,607,550.57	$32,480.80	$3,575,069.77

ACTION ALTERNATIVES:

1. Authorize execution of Change Order No.1 in the amount of $12,733.05 and Change Order No. 2 in the amount of $19,747.75 for Kraftsman Contract No. 3230098 for additional construction services to complete the improvements in the Armstrong Park project for a total contract amount of $2,144,613.80.
2. Do not authorize execution of Change Order No.1 in the amount of $12,733.05 and Change Order No. 2 in the amount of $19,747.75 for Kraftsman Contract No. 3230098 for additional construction services to complete the improvements in the Armstrong Park bond project for a total contract amount of $2,144,613.80.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-212 - Armstrong Park Change Orders - Kraftsman - Pdf

RESOLUTION NO. 2024-212

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING EXECUTION OF CHANGE ORDER NO. 1 IN THE AMOUNT OF $12,733.05 AND CHANGE ORDER NO. 2 IN THE AMOUNT OF $19,747.75 FOR KRAFTSMAN CONTRACT NO. 3230098 FOR ADDITIONAL CONSTRUCTION SERVICES TO COMPLETE THE IMPROVEMENTS IN THE ARMSTRONG PARK PROJECT FOR A TOTAL OF $2,144,613.80; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville, Texas approved Resolution 2022-124 authorizing the City to contract with Kraftsman for the installation of a splash pad and associated site improvements at Armstrong Park on December 20, 2022 at a contract price of $2,112,133; and

WHEREAS, Kraftsman submitted Change Order No. 1 for additional concrete services to meet Americans with Disabilities Act (ADA) regulations, and re-routing the splash pad electric line in the amount of $12,733.05; and

WHEREAS, Kraftsman submitted Change Order No. 2 for the demolition of a paver sidewalk and installation of a concrete sidewalk replacement due to significant safety concerns in the amount of $19,747.75; and

WHEREAS, the City Council of the City of Duncanville, Texas desires to authorize Change Order No. 1 and Change Order No. 2 for Contract No. 32300098 for additional construction services to complete improvements in the Armstrong Park project for a total expenditure amount of $2,144,613.80.

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

SECTION 1. The City Council of the City of Duncanville, Texas hereby authorizes Change Order No. 1 and Change Order No. 2 for Contract No. 32300098 for additional construction services to complete improvements in the Armstrong Park project for a total expenditure amount of $2,144,613.80.

SECTION 2. The City Council of the City of Duncanville, Texas authorizes the City Manager or designee to execute the appropriate and necessary documents to conform to this Resolution as appropriate.

SECTION 3. This Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of February, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Kraftsman

COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q79357
Date: 12/05/2023
Project: 24482
Created By: Jeff Goodman
Quote Name: Revised Change Order #1

BILL

Dunaway Associates, L.P.
Mr. Adam Brewster, RLA, ASLA
Armstrong Park Improvements
550 Bailey Ave Ste 400
Fort Worth, TX 76107
817-632-4768
817-335-7437

SHIP TO

Duncanville, City of
Bart Stevenson
Armstrong Park Improvements
100 James Collins Blvd
Duncanville, TX 75116
972-780-5076

Terms:
Percentage Completed Draws

QTY	Code	Descriptio	Size	Weight	Color	Unit Price	Ext. Price
		Revised Change Order #1					
300	CONC5RB	Concrete sidewalk to amphitheater, 5” thick concrete pad with, rebar reinforced, broom finish, minimum 500 sq. ft.				$15.53	$4,659.00
300	REMOVE CONC	Removal of existing concrete sidewalk to amphitheater By: Kraftsman	sq ft			$5.00	$1,500.00
1	ELECTRICAL	Rerouting electrical to pavillion from new pump house electrical panel.				$6,500.00	$6,500.00
1	BOND1	Performance & Payment Surety Bond, and processing of the bond documentation.				$382.00	$382.00

Item Subtotal:	$13,041.00
Shipping & Handling:	
Discount:	-$307.95
Equipment Subtotal:	$12,733.05
Tax:	$0.00
Install:	
Total:	**$12,733.05**

Initials _____

Kraftsman
COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q79357
Date: 12/05/2023
Project: 24482
Created By: Jeff Goodman
Quote Name: Revised Change Order #1

General Terms and Conditions

Bill To:
Dunaway Associates, L.P.

Ship To:
Duncanville, City of

Terms:
Percentage Completed Draws

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warranties the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of $2 million in General Liability & Completed operations, $1 million in Automobile Liability, $1 million per occurrence/$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
10. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted _____ *Date* December 5, 2023
Jeff Goodman

Acceptance of Proposal:
The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature _____ *PO#:* 02300235
Printed Name & Title Ashley Lewis; Landscape Architect *Date of Acceptance* 01/04/2024
Authorized Signature _____
Printed Name & Title _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!

Initials _____

Kraftsman

COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q79358
Date: 12/05/2023
Project: 24482
Created By: Jeff Goodman
Quote Name: Change Order #2

BILL

Dunaway Associates, L.P.
Mr. Adam Brewster, RLA, ASLA
Armstrong Park Improvements
550 Bailey Ave Ste 400
Fort Worth, TX 76107
817-632-4768
817-335-7437

SHIP TO

Duncanville, City of
Bart Stevenson
Armstrong Park Improvements
100 James Collins Blvd
Duncanville, TX 75116
972-780-5076

Terms:
Percentage Completed Draws

QTY	Code	Descriptio	Size	Weight	Color	Unit Price	Ext. Price
		Change Order #2					
1050	REMOVE CONC	Removal of existing paver walkway By: Kraftsman	sq ft			$1.75	$1,837.50
1180	CONC5RB	Concrete sidewalk to street from SplashPark, 5” thick concrete pad with, rebar reinforced, broom finished and includes additional concrete at pavillion.				$15.53	$18,325.40
1	BOND1	Performance & Payment Surety Bond, and processing of the bond documentation.				$593.00	$593.00

Item Subtotal:	$20,755.90
Shipping & Handling:	
Discount:	-$1,008.15
Equipment Subtotal:	$19,747.75
Tax:	$0.00
Install:	
Total:	**$19,747.75**

Initials _____

Kraftsman
COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q79358
Date: 12/05/2023
Project: 24482
Created By: Jeff Goodman
Quote Name: Change Order #2

General Terms and Conditions

Bill To:
Dunaway Associates, L.P.

Ship To:
Duncanville, City of

Terms:
Percentage Completed Draws

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
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7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of $2 million in General Liability & Completed operations, $1 million in Automobile Liability, $1 million per occurrence/$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
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12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted _____ *Date* December 5, 2023
Jeff Goodman

Acceptance of Proposal:
The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature Ashley Lewis *PO#:* 02300235
Printed Name & Title Ashley Lewis; Landscape Architect *Date of Acceptance* 01/04/2024
Authorized Signature _____
Printed Name & Title _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!

Initials _____

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to 1703 Main Realty, LLC, in an amount not to exceed $209,000.00 for a building located at 1703 S Main Street, Duncanville, Texas, 75137.

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Agustin Garcia, Managing Director Development Services
Leah Carter, MEd, Economic Development Administrator

BACKGROUND/HISTORY:

The City of Duncanville Community and Economic Development Corporation (DCEDC) was formed in 1995. The Board of Directors oversees the DCEDC and allocates funds as part of Duncanville's comprehensive economic development plan. The DCEDC offers a variety of "Design" incentive grants designed to encourage redevelopment and beautification by providing financial resources to business owners for exterior property improvements. These tenets remain focal to the DCEDC economic development incentive policy which has since been revised on July 19th, 2022. The revisions have given the DCEDC more tools to spur economic development.

DCEDC Staff met with representatives from DuWest Realty at ICSC Las Vegas this year to bring development to Duncanville, specifically targeting the revitalization of the City's retail and shopping centers.

Grant money will be paid as a reimbursement after the project is complete. The recipient of the incentive grant must provide a written request including an affidavit of completion to the DCEDC Staff. The Building Permit Staff will then conduct an inspection of workmanship to ensure the project was completed according to all City Codes and Ordinances.

POLICY EXPLANATION:
The application by DW Cedar Ridge, LLC was approved by the DCEDC on December 18, 2023, for incentive grants totaling $209,000.00. The grant requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number
12051000 and 708501

Available Budget	**Purchase Amount**	**After Encumber**
$2,262,000.00	$209,000.00	$2,053,000

ACTION ALTERNATIVES:
1. Approve the DCEDC incentive grant.
2. Do not approve funding.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-214 - DCEDC Grant - 1703 Main Realty, LLC -- 1703 South Main Street - Pdf

RESOLUTION NO. 2024-214

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO 1703 MAIN REALTY, LLC, IN AN AMOUNT THAT SHALL NOT EXCEED $209,000.00 FOR A BUILDING LOCATED AT 1703 SOUTH MAIN STREET, DUNCANVILLE, TEXAS 75137; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community & Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners for property improvements; and

WHEREAS, 1703 Main Realty, LLC, occupies the building located at 1703 S. Main Street, Duncanville, Texas, 75137; and

WHEREAS, 1703 Main Realty, LLC intends to make improvements to landscaping, concrete paving, storm drain system, and the the installation of a dumpster block wall enclosure; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants that shall not exceed two-hundred and nine thousand dollars ($209,000); and

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby approves the terms and conditions of an incentive by the Duncanville Community and Economic Development Corporation to 1703 Main Realty, LLC for reimbursement of improvements to landscaping, concrete paving, storm drain system, and the the installation of a dumpster block wall enclosure in an amount not to exceed two-hundred and nine thousand dollars ($209,000), which the development agreement will be drafted as to form by the City Attorney upon City Council approval.

SECTION 2. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 3. That this resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6 day of February, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

Incentives & Grants Assistance Application

Property Owner 1703 MAIN REALTY LLC
Mailing Address 100 Timbershade Dr.
City Red Oak State & Zip TX. 75154
Phone (214) 215-2380 Fax ____ Email alrousan6@yahoo.com

Project Representative Ali Assi
Mailing Address 1703 S. main St.
City Duncanville, State & Zip TX. 75137
Phone (214) 680-7828

Business Name ~~190~~ AMA FOOD STORE
Property Address 1703 S. main St Duncanville, TX. 75137
Will You Lease or Own the Property? own Legal Incorporation (Sole Proprietor, LLC, etc) LLC
Type of Business Gas Station / Years in Business 4 years
Business Plan and Portfolio Available? No (If yes, please attach)

Project Description
Parking lot & Fire lane. storm drain Pipes. dumpster Enclosure
Retrofit fuel Canopy. Paint Exterior. landscaping & light Poles
Replace grease trap & sewer pipe. new water pipe
Square footage of Project:___ Date Projected for Occupation of Project/Initiation of Operations___

Fiscal Impact / Financial Background
Current Real Property Value $ ____
Estimated Property Investment (if applicable) $ ____
Current Sales / Gross Receipts / Revenue Generated $ 85,000 / month
Additional Revenue to be Generated from Business Expansion (if applicable) $ 70,000 / month
Sales Growth Expectations: Year One 840,000 Year Two 937,500 Year Three 1,068,750.-
Projected Total Annual Operating Budget of this Facility $ 398,544.00
Business Liabilities $ 500,000.-
What infrastructure construction would be required? Storm drain Culverts & Pipes. Concrete Paving. Water line. grease trap & sewer pipe. Land

Interior Investments $ 38000.- ✓ Exterior Investments $ 810,881.91 low

Are you entering into a Loan? No If yes, please answer the following:
Loan Amount $ NA
Down Payment $ ____
Construction Price of Improvements or Buildings $ ____
Lending Institution ____
Lender's Address ____
Lender's Contact Person ____

Employment Impact
Total Number of Jobs 10 Total Annual Payroll $ 234,375.00
Type of Jobs Created Restaurant Managers. Kitchen staff & Front Counter Staff

Percentage of Employees who will be Duncanville Residents 100%
Number of Full-time Employees 8 Number of Part-time Employees 2

EXHIBIT "A"

IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
    - Bid information should also include the following:
        - Business Name
        - Contact Name
        - Contact Phone Number
        - Business Address
        - Cost of Services
- Grants, by default, are paid as a ***REIMBURSEMENT*** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An ***Attestation of Completion of Work*** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

TYPE OF INCENTIVE GRANTS: *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☑ **Sales Tax Grant**

Amount Requested $ 8175 / month

Estimated Annual Sales Generated $ 1,860.000.-

Program Specifications:

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☐ **Business Retention and Expansion Grant**

Amount Requested $ 12000.-

Program Specifications:

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars ($2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☑ **Paint Grant**

Amount Requested $ 22,454.03

Program Specifications:

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

EXHIBIT "A"

☑ **Landscape Grant** Amount Requested $ 52,878.13 TW

Program Specifications:

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

Attach the following documentation to the application:

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

☑ **Signage Grant** Amount Requested $ 80,750.00 TW

Program Specifications:

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

Attach the following documentation to the application:

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

☐ **Façade and Architectural Improvement Grant** Amount Requested $ _____

Program Specifications:

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

☑ **Pavement Grant** Amount Requested $ 392,680.65 TW

Program Specifications:

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☑ **Demo, Redevelopment, Reuse Grant** Amount Requested $ 810,881.91 TW

Program Specifications:

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

EXHIBIT "A"

☑ **Infrastructure Grant**

Amount Requested $ 80,480.40

Program Specifications:

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

Attach the following documentation to the application:

1. Stamped engineering plans that outline in detail the scope of work.

☐ **Other Incentive** _____ Amount Requested $ _____

Total Grant Amount Requested $ _____

******If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.***

AGREEMENT: I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter or Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

Printed Name Ali M. Assi **Date** 10-16-23

Signature Ali M. Assi

Duncanville
City of Champions

City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5090
www.DuncanvilleEDC.com

EXHIBIT "A"

TLR Construction Management

PROPOSAL

P.O. Box 2146 Euless, TX., 76039
(817)-793-5994
maraqa@sbcglobal.net

Date: 10/12/2023

Expiration Date: 1/12/2024

To:
Mr. Salah Alrousan
AMA Food Store
1703 S. Main St.
Duncanville, TX. 75137

I. General Conditions		**$201,864.76**
City Permit Fees	62,000.00	
ONCOR Charge	12,763.76	
Engineering & Design	28,000.00	
Survey & Staking	5,200.00	
Material Testing	7,481.00	
Misc. Demolition	7,500.00	
Dumpster Service	3,800.00	
Cleaning	2,580.00	
Temporary Water	2,120.00	
Temporary Electric	750.00	
Traffic Control	5,920.00	
Porta Potti	1,250.00	
Supervision	62,500.00	
II. Site		**$167,418.06**
Landscaping	43,364.06	
Utilities	42,800.00	
Dirt Work	71,254.00	
Power Wash, Striping & Signs	10,000.00	
III. Concrete		**$136,375.00**

	EXHIBIT "A"	
IV. Masonry		**$19,750.00**
Dumpster Enclosure Masonry Wall		
V. Metal		**$11,585.00**
Dumpster Gates, Pipe Bollards		
VI. Paint		**$18,414.00**
Misc. Exterior Paint		
VII. Plumbing		**$66,000.00**
Replace Grease Trap		
VIII. Electrical		**$17,500.00**
3- Light Poles		
IX. Fuel Canopy		**$66,221.09**
Retrofit Existing Fuel Canopy		
Subtotal		**$705,127.91**
Contractor Fees		**$105,754.00**
Total		**$810,881.91**

Sincerely,

Mohammed Maraqa

EXHIBIT "A"

MA DESIGN & CONSTRUCTION

2131 N Collins St. Arlington, TX 76011
817.563.6900/Fax 817.796.1042

11-06-2023

Mr. Salah Al-Rousan
AMA Food Store
1702 S Main St.
Duncanville, TX 75137

Dear Mrs Al-Rousan

MA Design and Construction is pleased to submit our bid for the above referenced project as follows:

General Conditions	$42,200
City Permit Fees	$62,000
Design + Plans	$28,000
Oncor Fees	$12,763
Landscaping & Irrigation	$40,125
Storm Drain System	$58,250
Dirt Work	$45,920
Concrete Paving	$128,500
Concrete Dumpster Footings	$20,500
Light Poles Concrete Bases	$7,500
Dumpster Block Wall	$17,950
Metal Gates + Pipes	$18,070
Paint	$20,085
Repair Existing Canopy	$71,950
Plumbing	$56,117
Electrical	$22,815
Supervision	$82,000

EXHIBIT "A"

Overhead & Profit	$110,512
	$845,257

We appreciated the opportunity to bid this project. This bid is good for thirty days.
Please let me know if you have any questions.

Thanks

Sincerely

Edward Arshouk, P.E.
Manager.

Initial
MAEC _____
Client _____

EXHIBIT "A"

SARAH DEVELOPMENT CO
Riyad Areksoussi
2008 Twin Elms Dr.
Arlington, Texas 76012
(817)223-8280

PROPOSAL

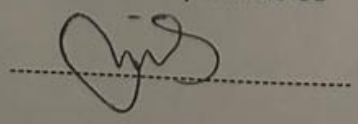
Mr. Salah Al-Rousan 11/10/2023

JOP Address:
AMA FOOD STORE
1702 S. MAIN ST.
DUNCANVILE, TEXAS 75137

DESCRIPTION		
General Conditions	$163,764	
City Permit Fee		$62,000
ONCOR Charges		$12,764
Architect & Engineering fees		$28,000
Miscellaneous Expenses		$61,000
Site Work		$175,125
Concrete		$163,820
Dumpster Enclosure		$28,300
Metal Gate & Bollards		$21,060
Paint		$19,700
Plumbing		$63,565
Electrical		$23,264
Fuel Canopy Upgrades		$73,120
Subtotal		$731,718
Overhead & Profit		$146,700
Total		**$878,418**

Thank you for the opportunity to work for you. If you have any questions, please give me a call.

Thank You
Submitted by Riyad Areksoussi
for
Sarah Develpoment Co



Page 11 of 14

EXHIBIT "A"

PHASE 1

1.	City permits	1500
2.	Dumpster & electric.	6000
3.	Demolition	5000
4.	Framing.	12000
5.	Electric	15000
6.	Plumbing	10000
7.	Sheetrock &bid	6000
8.	Paint	8500
9.	a/c two five tons	15000
10.	store front	12000
11.	tiles floors & walls	12000
12.	drop selling	6000
13.	shelving	10500
14.	equipment's	28000
15.	counters	20000
16.	walking cooler units	15000
17.	three pumps.	80000
18.	signage	4000
19.	contractor fees	43845
20.	parking lot paint and cleaning	4000
21.	roofing	17000 tpo
22.	three solid interior doors	3300
23.	one metal exsit door	1500
24.	land purchase	120000

contractor fees 43845 15%

TOTAL PAID 292300

After contractor and land total 455785

EXHIBIT "A"

Heaba Inc. by Ali Assi
1703 S. Main Duncanville TX 75137
Ph. 214-680-7828

Dear Sir,

I am pleased to submit my bid as a contractor for the above referenced project as follows:

General Conditions	$25,000
City Permit Fees	$62,000
Design + Plans	$28,000 **(PAID)**
Oncor Fees	$12,500
Landscaping	$15,000
Storm Drain System	$37,000
Dirt Work	$39,000
Concrete Paving	$128,500
Light Poles + Electrical	$30,000
Dumpster Block Wall, Gates, Pipes	$29,000
Parking Lot Striping + Power Wash	$15,000
Plumbing	$56,000
Supervision	$30,000
Total	**$507,000**

I appreciate the opportunity to bid for this project. Please let me know if you have any questions.

Thanks,

Ali Assi

EXHIBIT "A"

PHASE THREE

1.	Repairing canopy& new image	75000
2.	Demolition	5000
3.	Dumpster	3000
4.	Framing	8000
5.	Store front doors	15000
6.	Tile	8000
7.	Paint	5000
8.	A/c	15000
9.	Electric	5000
10.	Drop selling	8000
11.	Grease trap& plumbing	56000
12.	Counters	8000
13.	Camera system	6000
14.	Equipment's freezers and coolers	25000
15.	Supervision	36300

TOTAL UNPAID 278300

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Consider a Resolution authorizing the approval of a professional services contract agreement with Placer.ai for the location tracking data analytics software via professional services procurement.

Vision Statement:

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

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
  - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**

STAFF RESPONSIBLE:
Leah Carter, MEd, Economic Development Administrator

BACKGROUND/HISTORY:

The Duncanville Community and Economic Development Corporation (DCEDC) relies on a variety of tools to recruit, retain, and expand the economic base of the city. Many of these tools are the same tools that many of the private sector enterprises utilize. This enables the DCEDC staff to "speak the same language" as these enterprises, facilitating grants and partnerships with the private enterprises in the city to bring investment, equity, and employment opportunities to the city. Programs such as Placer.ai are critical to ensuring the DCEDC is able to function and provide a variety of consumer and mobile analytic analysis to enhance the decision-making of the DCEDC board and the Duncanville City Council when deliberating grants and incentives and the impact of city tourism sector.

POLICY EXPLANATION:
Approval of the Placer.ai sole source request.

The DCEDC's transaction history with Placer.ai is listed below.
FY21-22: $22,490
FY22-23: $22,490
FY23-24: $24,739

FUNDING SOURCE:

ORG and Object Number
12011000 and 700233 (Economic Development Administration and Software)

Available Budget	Purchase Amount	After Encumber
$52,890.00	$24,739.00	$28,151.00

ACTION ALTERNATIVES:

1. Approve the professional services contract agreement with Placer.ai.
2. Do not approve the professional services contract agreement with Placer.ai.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-215 - Sole Source Memo-Placer.ai - Pdf

RESOLUTION NO. 2024-215

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A CONTRACT WITH PLACER.AI FOR LOCATION ANALYTICS SOFTWARE SERVICES VIA SOLE SOURCE PROCUREMENT, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to bringing economic development opportunities and quality of life improvements to the City's citizens; and

WHEREAS, the City of Duncanville, Texas, desires to enter into an agreement with a vendor with demonstrable experience providing location analytics software services; and

WHEREAS, the Procurement Office has determined that a sole source exception exists under state law.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes a contract with Placer.ai for location analytics software services via sole source procurement, attached hereto and incorporated herein as Exhibit A ; and authorizes the City Manager to execute the necessary documents related to said expenditure.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of February 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Consider a Resolution authorizing the approval of a professional services contract agreement with Placer.ai for the location tracking data analytics software via professional services procurement, contingent on the drafting of a contract; as to form by the City Attorney.

Vision Statement:

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

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
  - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**

STAFF RESPONSIBLE:
Leah Carter, MEd, Economic Development Administrator

BACKGROUND/HISTORY:
The Duncanville Community and Economic Development Corporation (DCEDC) relies on a variety of tools to recruit, retain, and expand the economic base of the city. Many of these tools are the same tools that many of the private sector enterprises utilize. This enables the DCEDC staff to "speak the same language" as these enterprises, facilitating grants and partnerships with the private enterprises in the city to bring investment, equity, and employment opportunities to the city. Programs such as Placer.ai are critical to ensuring the DCEDC is able to function and provide a variety of consumer and mobile analytic analysis to enhance the decision-making of the DCEDC board and the Duncanville City Council when deliberating grants and incentives and the impact of city tourism sector.

POLICY EXPLANATION:
Approval of the sole source request. DCEDC staff will bring the contract to City Council for consideration.

FUNDING SOURCE: 12011000 - 700233

(ECONOMIC DEVELOPMENT SOFTWARE)

Available Budget	Purchase Amount	After Encumber
$52,890.00	$24,739.00	$28,151.00

EXHIBIT "A"

ACTION ALTERNATIVES:

1. Approve the professional services contract agreement with Placer.ai with approval as to form by the City Attorney.
2. Do not approve the professional services contract agreement with Placer.ai with approval as to form by the City Attorney.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2023-193 - Sole Source Memo-Placer.ai
Exhibit B-Placer.ai Contract

EXHIBIT "A"

RESOLUTION NO. 2023-193

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A CONTRACT WITH PLACER.AI FOR LOCATION ANALYTICS SOFTWARE SERVICES VIA SOLE SOURCE PROCUREMENT, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, FOR THE PAYMENT OF OUTSTANDING INVOICES TOTALING OF $24,739; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to bringing economic development opportunities and quality of life improvements to the City's citizens; and

WHEREAS, the City of Duncanville, Texas, desires to enter into an agreement with a vendor with demonstrable experience providing location analytics software services; and

WHEREAS, the Procurement Office has determined that a sole source exception exists under state law.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes a contract with Placer.ai for location analytics software services via sole source procurement, attached hereto and incorporated herein as Exhibit A, for the payment of outstanding invoices totaling $24,739; and authorizes the City Manager to execute the necessary documents related to said expenditure.

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

EXHIBIT "A"

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of February, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

SOLE SOURCE MEMO

TO: **Elton Brock; Chief Procurement Officer.**

THRU: **Agustin "Gus" Garcia; Managing Director, Development Services**

FROM: **Leah Carter; Economic Development Administrator**

DATE: **23 January 2024**

SUBJECT: **Placer.ai Sole Source Memo**

BACKGROUND:

The Duncanville Community and Economic Development Corporation (DCEDC) relies on a variety of tools to recruit, retain, and expand the economic base of the city. Many of these tools are the same tools that many of the private sector enterprises utilize. This enables the DCEDC staff to "speak the same language" as these enterprises, facilitating grants and partnerships with the private enterprises in the city to bring investment, equity, and employment opportunities to the city. Programs such as Placer.ai are critical to ensuring the DCEDC is able to function and provide a variety of consumer and mobile analytic analysis to enhance the decision-making of the DCEDC board and the Duncanville City Council when deliberating grants and incentives and the impact of city tourism sector.

POLICY EXPLANATION:

Placer.ai utilizes location analytics including visit trends, trade areas, and demographics, as well as emerging metrics in crime, planned development, and traffic counts. The Placer.ai visitor journey feature provides an insight into habits and preferences of consumers. A better understanding of consumer analytics optimizes engagement and the allocation of resources to receive the best return on investment. Comparative benchmarking provides insight to local performance against regional, state, and federal competitors.

REQUESTED ACTION(S):

Approval of the sole source request. DCEDC staff will bring the contract to City Council for consideration.

ATTACHMENTS

Attachment A – Placer.ai invoice 2023-2024

SIGNATURE:

Page 7 c

_____

ATTACHMENT A
EXHIBIT "A"

Placer.ai

Placer Labs, Inc.
440 N Barranca Ave #1277
Covina CA 91723
United States

Received on: 01/23/2024

Invoice #12.1473
Date: 10/9/2023

Bill To:
City of Duncanville, Texas
203 East Wheatland Road
Duncanville TX 75116
United States

Item	Description	Amount
Platform Access	Location Based Services & Analytics October 1, 2023 - September 30, 2024	24,739.00
STI - Landscape	STI - Landscape	0.00
Spatial.ai	Spatial.ai	0.00
AGS Retail Potential	AGS Retail Potential	0.00
Subtotal		24,739.00
Tax Total		0.00
		USD 24,739.00

Total

Send Check to:
Placer Labs, Inc.
440 N Barranca Ave #1277
Covina, CA 91723

Wire/ACH to:
Pacific Western Bank
To the Credit of: Placer Labs, Inc.
Account Number: 1002153433
Routing & Transit Number: 122238200
SWIFT Code: SQARUS33

For Placer Labs, Inc. to direct debit your account in line with our contract, login here to add your ACH Banking Details.

A link to our W-9 can be found here: https://w9.placer.ai/

Page 8 of 12

Email: accounting@placer.ai

EXHIBIT "A"

Placer.ai

PLACER LABS, INC.

ORDER FORM

Duncanville Community and Economic Development Corporation	("**Customer**")	Placer Labs, Inc.	("**Placer**")
Address:	203 E Wheatland Road Duncanville, TX 75116	Address:	340 S Lemon Ave #1277, Walnut, CA 91789
		Contact Person	Michael Gordon
Contact Person:	Agustin Garcia	Billing Contact Person:	Ethan Low
Email:	agustin.garcia@duncanville.com	Billing Email*:	accounting@placer.ai
Phone:	972-780-4997	Billing Phone*:	415-228-2444
Billing Contact Email:	agustin.garcia@duncanville.com	*Not for use for official notices.	

1. Services.

The services provided under this Order Form (the "**Services**") include:

- Access, via Placer Venue Analytics Platform ("**Placer's Platform**"), to all major venues within the following U.S state(s): Texas
- Access, via Placer's Platform, to Placer Venue Analytics reports, including, Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
  - Accurate foot traffic counts and dwell time
  - True Trade Areas displaying frequent-visitors-density by home and work locations
  - Customers' demographics, interests, and time spent at relevant locations
  - Where customers are coming-from/going-to? Along which routes?
  - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
  - Competitive insights
  - Void Analysis Reports (as-of September 22, 2021)
- Custom reports per ad-hoc needs/requests; in Excel, KML, Tableau, and other formats
- Ad-hoc property visitor time lapse video generation upon request
- Premier Customer Support
  - Regular meeting with Placer Customer Success Team
  - Live, Virtual Training support as reasonably needed
- Access to Advanced Demographics and Psychographics features, via Placer's Marketplace initiative. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below (such data vendors, the "**Marketplace Vendors**").

Description	Marketplace Vendors	Input Datasets Used
Basic Package	Synergos Technologies (STI)	PopStats
	Synergos Technologies (STI)	Spending Patterns
	Synergos Technologies (STI)	Workplace
	Synergos Technologies (STI)	MarketOutlook
	Experian	Mosaic
Additional Data Set	Spatial.ai	Spatial.ai
Additional Data Set	Synergos Technologies (STI)	Landscape

The foregoing are referred to as "**Marketplace Services**". Marketplace Services and Marketplace Data are governed by, and Customer and Placer agree to, the Marketplace License Agreement located at https://www.placer.ai/placer-marketplace-license-agreement/ (the "**Marketplace Agreement**"). Capitalized terms in this section have the meaning set forth in the Marketplace Agreement

2. Permitted Uses

The data, information and materials accessible via the Services are referred to as "**Placer Data**". Customer may use Placer Data solely for the following purposes ("**Permitted Uses**"): (a) Customer may use Placer Data for Customer's internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

"**Research Data**" means datasets and other materials created by Customer that result in any part from Customer's use of Placer Data. The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information. Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data. .

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin as of October 1, 2021, and will continue for 12 consecutive months thereafter (the "**Initial Term**"). Each renewal or additional term, if any, is referred to as "**Additional Term**", and the Initial Term and any Additional Terms are referred to collectively as the "**Term**".

Additional Term:

Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of the same duration as the Initial Term, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

Termination:

Either party may terminate this Order Form upon thirty (30) days' notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer's access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

4. Fees.

US$ 22,490/year invoiced: in full upon signing this Order Form.

Fees billed via Bill.com

Customer shall pay the fees set forth above in this Order Form.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

EXHIBIT "A"

Customer shall be responsible for all taxes associated with the Services other than U.S. taxes based on Placer's net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.

In the event of any termination, Customer will pay in full for the Services up to and including the last day on which the Services are available to Customer.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 a.m. through 5:00 p.m. California time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

7. Miscellaneous.

All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Customer grants Placer the right to use Customer's company name and company logo, for Placer's promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement

located at https://www.placer.ai/placer-license-agreement/ (the "**Agreement**"); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

"**Customer**"	"**Placer**"
Duncanville Community and Economic Development Corporation	Placer Labs, Inc.
By: _____	By: _____
Name:	Name: Noam Ben Zvi
Title:	Title: CEO & Co-Founder
Date:	Date:

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Consider a Resolution authorizing the approval of a professional services contract agreement with Create Atelier for the architectural and interior design services via professional services procurement, contingent on the drafting of a contract; as to form by the City Attorney.

Vision Statement:

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

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
  - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**

STAFF RESPONSIBLE:
Leah Carter, MEd, Economic Development Administrator

BACKGROUND/HISTORY:
The Duncanville Community and Economic Development Corporation (DCEDC) is committed to enhancing the quality of life for our residents and fostering economic growth within our city. To achieve these goals, the DCEDC is embarking on various redevelopment projects, including the revitalization of Wheatland Plaza, of which they were the architects for the developer that the City of Duncanville and DCEDC provided a grant of $1.5 million for the redevelopment of the shopping center.

****Scope of Work****
The architectural firm will be responsible for providing comprehensive design and planning services. This includes but is not limited to:

1.**Architectural Design and Conceptualization**
a.Full Architectural Service (Conceptual Design, Schematic Design, Design Development, Construction Documents, Construction Administration)
b.Planning
c.Feasibility Studies
d.Conceptual Renderings
e.Marketing/Realistic Renderings
f.Animations

2.**3D Renderings, Visualization, Planning, and Interior Design**
a.Full Interior Design Service (Conceptual Design, Schematic Design, Design Development, Construction)
b.Documents, Construction Administration
c.Planning
d.Conceptual Renderings
e.Marketing/Realistic Renderings
f.Animations

****Architectural Firm Experience****
We have identified Create Atelier as a highly qualified candidate for this role. The firm boasts an impressive track record of successful projects in and around the Duncanville area and the southern sector of Dallas County. Notably, they have completed significant work on Wheatland Plaza and Grow DeSoto Marketplace, providing unique and innovative design solutions that align with our community's vision.

****Wheatland Plaza****
Create Atelier collaborated with the developer and owner on the Wheatland Plaza project. Their design expertise was crucial in reimaging a dilapidated, aged retail center and conceptualizing a vibrant commercial center that integrates retail, dining, housing, and community spaces. The firm's creative approach resulted in a design that not only enhances the physical landscape but also fosters community pride, which was crucial in recruiting community support for the project.

****Grow DeSoto Marketplace****
Furthermore, Create Atelier has demonstrated their capabilities on the Grow DeSoto Marketplace project, delivering captivating 3D renderings that showcase the transformation of a former big-box retail location into a dynamic retail and commercial destination, designed to foster entrepreneurship.

POLICY EXPLANATION:

City staff recommends the approval of a professional services contract agreement with Create Atelier for the architectural and interior design services via professional services procurement; as to form by the City Attorney.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Approve the professional services contract agreement with Create Atelier with approval as to form by the City Attorney.

2. Do not approve the professional services contract agreement with Create Atelier with approval as to form by the City Attorney.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-217 - Professional Services Contract-Create Atelier - Pdf
Exhibit B-Create Atelier Contract

RESOLUTION NO. 2024-217

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A CONTRACT WITH CREATE ATELIER FOR ARCHITECTURAL AND INTERIOR DESIGN SERVICE VIA PROFESIONAL SERVICES PROCUREMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to bringing economic development opportunities and quality of life improvements to the City's citizens; and

WHEREAS, the City of Duncanville, Texas, desires to enter into an agreement with a vendor with demonstrable experience providing architectural and interior design services; and

WHEREAS, the Procurement Office has determined that a professional services exception exists under state law.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes a contract with Create Atelier for architectural and interior design services via professional services procurement; and authorizes the City Manager to execute the necessary documents related to said expenditure.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of February 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit "A"

INTERNAL MEMO

TO: **Robert Brown, Interim City Manager**

THRU: **Agustin "Gus" Garcia, Managing Director of Development Services**

FROM: **Clay Mansell, Economic Development Administrator**

DATE: **16 August 2023**

SUBJECT: **Procurement of Architectural Firm for Duncanville Community and Economic Development Corporation Projects**

Mr. Brown,

I am writing to propose the procurement of an architectural firm, **Create Atelier**, to provide professional services for the Duncanville Community and Economic Development Corporation's upcoming projects. The selected architectural firm will play a pivotal role in shaping the aesthetic and functional aspects of our redevelopment initiatives.

****Background****
The Duncanville Community and Economic Development Corporation (DCEDC) is committed to enhancing the quality of life for our residents and fostering economic growth within our city. To achieve these goals, the DCEDC is embarking on various redevelopment projects, including the revitalization of Wheatland Plaza, of which they were the architects for the developer that the City of Duncanville and DCEDC provided a grant of $1.5 million for the redevelopment of the shopping center.

****Scope of Work****
The architectural firm will be responsible for providing comprehensive design and planning services. This includes but is not limited to:

1. **Architectural Design and Conceptualization**
    a. Full Architectural Service (Conceptual Design, Schematic Design, Design Development, Construction Documents, Construction Administration)
    b. Planning

c. Feasibility Studies
d. Conceptual Renderings
e. Marketing/Realistic Renderings
f. Animations

2. **3D Renderings, Visualization, Planning, and Interior Design**
    a. Full Interior Design Service (Conceptual Design, Schematic Design, Design Development, Construction
    b. Documents, Construction Administration)
    c. Planning
    d. Conceptual Renderings
    e. Marketing/Realistic Renderings
    f. Animations

****Architectural Firm Experience****
We have identified Create Atelier as a highly qualified candidate for this role. The firm boasts an impressive track record of successful projects in and around the Duncanville area and the southern sector of Dallas County. Notably, they have completed significant work on Wheatland Plaza and Grow DeSoto Marketplace, providing unique and innovative design solutions that align with our community's vision.

****Wheatland Plaza****
Create Atelier collaborated with the developer and owner on the Wheatland Plaza project. Their design expertise was crucial in reimaging a dilapidated, aged retail center and conceptualizing a vibrant commercial center that integrates retail, dining, housing, and community spaces. The firm's creative approach resulted in a design that not only enhances the physical landscape but also fosters community pride, which was crucial in recruiting community support for the project.

****Grow DeSoto Marketplace****
Furthermore, Create Atelier has demonstrated their capabilities on the Grow DeSoto Marketplace project, delivering captivating 3D renderings that showcase the transformation of a former big-box retail location into a dynamic retail and commercial destination, designed to foster entrepreneurship.

****DCEDC Bylaws****
Per the DCEDC Bylaws, the DCEDC is a non-profit corporation as defined by the Internal Revenue Code 1986 and the Texas Non-Profit Corporation Act, governed by Texas Local Government Code, Chapters 501-505 (the implementing legislation being the Texas Development Corporation Act of 1979). The DCEDC is allowed to enter into contracts for service, per Article III, Section 8 of the DCEDC Bylaws:

Exhibit "A"

SECTION 8. CONTRACTS FOR SERVICE.

The Corporation may, with approval of the City Council, contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of its discretion and policy-making functions in discharging the duties herein set forth. An administrative services agreement shall be executed between the Board and the City Council for the services provided and compensated as provided for herein.

Subject to the authority of the City Manager under the Charter of the City, the Corporation shall have the right to utilize the services of the staff and employees of the Finance Department of the City, the staff and employees of the Parks and Recreation Department and other employees of the City, provided (i) that the City Manager approves of the utilization of such services, (ii) that the Corporation shall pay, as approved by the City Manager, reasonable compensation to the City of such services, and (iii) the performance of such services does not materially interfere with the other duties of such personnel of the City. Utilization of the aforesaid City staff shall be solely by an agreement approved by the City Council.

The City Manager as the Chief Administrative Officer of the DCEDC has the authority to utilize city services to "perform and discharge designed tasks which will aid or assist the Board in the performance of its duties." Despite this, the City and its policies do not govern such actions performed on behalf of the DCEDC.

Article V, Section 8 expands upon this:

SECTION 8. APPLICABILITY OF CITY CHARTER. POLICIES AND PROCEDURES.

The, City Charter and all duly approved city policies and procedures shall apply directly to the Corporation and the Board unless such charters, policies or procedures are superseded by state law or not related to the flinctions of the Board. The Board has the prerogative, subject to the approval by the City Council, to adopt other policies and procedures in addition to or in place of those of the city.

Chapters 252 and 271 of the Texas Local Government Code shall not apply to contacts and projects entered into by the Corporation. The Corporation shall have all the rights, powers, privileges, authority and functions given by the general laws of the State of Texas to non-profit corporations incorporated under the Texas Non-Profit Corporation Act, and the specific powers granted to such corporation by Article 5190.6 Vernons Revised Civil Statutes.
(Amendment approved by 4B Board 2-13-97; City Council 2-18-97)

"…city policies and procedures shall apply directly to the Corporation and the Board **unless such charters, policies, or procedures are superseded by state law** or not related to the flinctions *[sic]* of the Board." Thus, as State Law arguably disallows cities and EDC's from using competitive bidding and other procurement practices from

procuring professional services, the DCEDC is not beholden to city policy on this matter (please see below the section on TML procurement commentary.)

****Texas Municipal League****
Texas Municipal League (TML) outlines in their "Texas Municipal Procurement Laws Made Easy – 2021 Editor" commentary on a variety of topics related to Texas municipal procurement law, including such topics as professional service procurement for Economic Development Corporations and cities. Below is a selection of applicable questions.

1. What city purchases must generally be awarded through the use of statutory procurement methods?

The Local Government Code provides that, before a city may enter into a contract for the purchase of most goods and services that require an expenditure of more than $50,000 from one or more municipal funds, the city must:

- comply with statutory procedures for competitive sealed bidding or competitive sealed proposals, including high technology items or insurance;
- use the reverse auction procedure for purchasing;[1] or
- comply with certain statutorily prescribed methods of construction procurement.[2]

However, state law provides a number of specific exceptions that relieve the city of the duty to bid or seek proposals on an item. For example, state law does not require cities to follow any specific procedures to purchase real property (land and/or buildings).[3] The major statutory exceptions to the bidding or proposal requirement are discussed later in this article.

For contracts for certain professional services, a city is actually prohibited by law from awarding the contract by competitive bidding. For example, cities may not award contracts for the services of architects, engineers, interior designers,[4] or certified public accountants through competitive bidding. Instead, the Professional Services Procurement Act sets out a different set of procedures that must be followed to contract for these services.[5]

2. Is an economic development corporation required to comply with municipal procurement laws?

The duty to comply with procurement laws is generally derived from some statute that specifically requires an entity to make its purchases through such a procedure. The implementing legislation for economic development corporations (the Development Corporation Act) does not contain a provision that subjects economic development corporations to municipal procurement requirements. Neither the Texas attorney general nor the Texas courts have directly addressed this question.

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[1] TEX. LOC. GOV'T CODE § 252.021(a)(2).
[2] *Id.* § 252.021.
[3] *Id.* § 272.001.
[4] Added by H.B. 2868 (2019).
[5] TEX. GOV'T CODE § 2254.001 et seq. (Professional Services Procurement Act).

Exceptions for Specialized Services

75. Are contracts for personal services exempt from the requirements for competitive bidding?

Texas law specifically exempts contracts for personal services from the competitive bidding requirements.[184] The Texas Supreme Court has defined "personal services" to include only those services which are performed personally by the individual who contracted to perform them.[185] Further, for a contract to qualify as a contract for personal services, the compensation in the contract should mainly pay for the labor of the individual providing the service, not for such things as insurance or materials.[186]

For example, the attorney general held that a contract for the services of a construction manager was a contract for "personal services" and therefore not subject to competitive bidding requirements.[187] The attorney general has also concluded that a contract for janitorial services would constitute a contract for personal services if a specific person is required to perform those services.[188] However, the following have been found not to be exempt from bidding under the exemption for "personal services": the provision of advertising space by a newspaper,[189] a contract for microfilming records,[190] an insurance contract,[191] a contract to operate container terminal facilities in a port,[192] and a contract for janitorial services that did not specify the particular person who was to perform the janitorial services.[193] Thus, these contracts were all subject to the competitive bidding requirements of Chapter 252 of the Local Government Code.

76. Can a city forego bidding for contracts for professional services?

Texas law specifically exempts contracts for professional services from the competitive bidding requirements.[194] Professional services have been described as those services which are mainly mental or intellectual rather than physical or manual. That is, professional services are those disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence.[195] For example, cities have used this exception to justify not taking bids for the services of an attorney. Some cities have also used this exception to justify employing outside consultants, such as insurance consultants, without competitively bidding those services. However, these practices have not been reviewed by the Texas courts or the attorney general's office. Thus, a city will want to consult with its legal counsel before relying on this exception in order to avoid the application of competitive bidding requirements.

Additionally, it should be noted that a city is specifically prohibited under state law from obtaining certain professional services through competitive bidding. The Professional Services Procurement Act states that a city may not use traditional competitive bidding procedures to obtain the services of architects, engineers, certified public accountants, land surveyors, physicians, optometrists or state-certified real estate appraisers.[196] If the professional services desired by the city do not fall under the Professional Services Procurement Act, they may generally be obtained with or without the use of competitive bidding, as the city desires.[197]

77. How may a city obtain the services of architects, engineers, certified public accountants, land surveyors, physicians, optometrists, landscape architects, geoscientists or state certified real estate appraisers?

Cities are prohibited from using competitive bidding procedures to obtain the services of architects, engineers, certified public accountants, land surveyors, physicians, optometrists, landscape architects, geoscientists or state-certified real estate appraisers.[198] Instead, for contracts involving architectural, engineering or land surveying services, a city must first select the most highly qualified provider and then attempt to negotiate a fair and reasonable price.[199] If the city is unable to negotiate a contract with the most highly qualified provider, the city must then formally end negotiations with that provider. After negotiations have formally ended, the city must select the next most highly qualified provider and attempt to negotiate a contract with that provider. If necessary, the city must continue the process of formally ending negotiations with one provider and selecting another provider for negotiations until a contract is obtained.

The Professional Services Procurement Act does not specify the exact process by which a city may procure accounting, medical, optometrist or real estate appraisal services. The law merely prohibits obtaining these services through competitive bidding and requires that such services be selected on the basis of demonstrated competence and qualifications. Cities will want to consult their own counsel for advice on how best to proceed.

****Chapter 2254 Texas Government Code****

Chapter 2254 of the Texas Government Code outlines the procurement process for professional services by cities and municipalities. This chapter provides provisions that allow cities to bypass the traditional Request for Qualifications (RFQ) or Request for Proposals (RFP) process for certain professional services. Instead, cities can use a more streamlined process for procuring these services.

Under Chapter 2254, cities have the authority to negotiate directly with a qualified professional, such as an architect, engineer, or consultant, without issuing an RFQ or RFP. This provision is typically applied when the city determines that the nature of the professional service requires a unique expertise, and it may not be practical to establish a competitive selection process.

The chapter emphasizes the importance of considering factors such as the professional's qualifications, experience, and the complexity of the project. This approach recognizes that some projects may benefit from a more flexible procurement method that allows for direct negotiations based on the professional's expertise and the specific needs of the project.

Furthermore, according to Texas Municipal League (TML), the duty to comply with procurement laws is generally derived from some statute that specifically requires an entity to make its purchases through such a procedure. The implementing legislation for economic development corporations (the Development Corporation Act) does not contain a provision that subjects economic development corporations to municipal

procurement requirements. Neither the Texas attorney general nor the Texas courts have directly addressed this question. Thus, as these services will be procured and paid for by the DCEDC, a Type B Economic Development Corporation, their services are permitted for procurement as a professional service.

****Conclusion****
We believe that partnering with Create Atelier for upcoming economic and community development projects will ensure a seamless integration of aesthetics, functionality, and community values. Their local expertise and previous work in Duncanville and the southern sector of Dallas County make them the ideal choice for these significant community development endeavors.

We kindly request the drafting of a professional services agreement to initiate the procurement process for Create Atelier. Their insights and design prowess will undoubtedly contribute to the realization of our vision for Duncanville's growth and prosperity.

Please do not hesitate to reach out if you require further information or clarification regarding this proposal.

Sincerely,

Clay Mansell
Economic Development Administrator
Duncanville Community and Economic Development Corporation

EXHIBIT "B"

AUTHORIZATION FOR PROFESSIONAL SERVICES

(HOURLY FEE CONTRACT)

PROJECT NAME: Fouts Avenue Woonerf

CLIENT: City of Duncanville

ADDRESS: Fouts Avenue, Duncanville, TX 75116
Spanning between Allen Avenue and Louise Avenue

SCOPE: Provide design services and renderings required for the Fouts Avenue Redevelopment project, spanning Fouts Avenue between Allen Avenue and Louise Avenue. The scope includes the design of a woonerf street, landscape and architectural enhancements to apartment buildings and duplexes, redesign of landscaping and parking areas facing E. Wheatland Road, and the transformation of selected duplexes into restaurants and retail spaces to activate the Fouts Woonerf. Our comprehensive services aim to rejuvenate the area, creating an inviting, pedestrian-friendly, and economically vibrant environment that aligns with the project's overarching goals.

Assumptions and Clarifications:

1. Survey or as-built drawings will be provided by the CLIENT.
2. This scope of services is for Conceptual and Schematic design.

DELIVERABLES INCLUDING TIMELINE:

1. **Initial Meeting with City Staff**
   - **Timeline:** [10 days after award]
2. **25% Design Drawings and Renderings**
   - **Timeline:** [30 days after award]
3. **50% Design Drawings and Renderings**
   - **Timeline:** [45 days after award]
4. **Final Design Drawings and Renderings**
   - **Timeline:** [60 days after award]

COMPENSATION to be based on the following:

A. Professional Services: The CONSULTANT's compensation for Basic Services shall be based on an hourly fee of $200 per hour, not to exceed 40 hours per week/160 hours per month. Payment to the CONSULTANT shall be due in monthly installments based on the CONSULTANT's hours completed during the billing period.

B. Other Expenses: A fee equal to and not exceeding 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by the CONSULTANT.

C. Additional Services: Any service provided by the CONSULTANT which is not specifically described in the scope of work for this contract as defined above or delineated in an attachment shall be considered additional services.

Upon written authorization from the CLIENT, the CONSULTANT will perform Additional Services. Payment to the CONSULTANT for Additional Services shall be due in monthly installments based on the amount of hours worked by each employee.

D. Payment Terms: CLIENT shall be billed in accordance to the schedule listed above for services rendered and pay promptly upon receipt of invoice. Consultant shall provide City of Duncanville invoices monthly. City of Duncanville shall pay Consultant within thirty (30) days of receipt of an invoice from consultant.

EXHIBIT "B"

By signing below, the undersigned hereby warrants and represents:

a) I am an authorized agent or representative of the entity listed above or am the person listed above;

b) I have read the above and following terms and conditions; and

c) This Agreement is binding, including the attached terms.

d) Please execute and return a signed copy for our files. Receipt of an executed copy of this contract will serve as notice to proceed.

Approved by CLIENT:	Accepted by CONSULTANT:
City of Duncanville	**Create Atelier LLC.**
Signature	**Signature**
_____	_____
Printed Name	**Printed Name**
	JOSH ALLEN
_____	_____
Date	**Date**
	10.05.2023
_____	_____

City of Duncanville Contact Information:

203 E. WHEATLAND ROAD
DUNCANVILLE, TX
75116

Firm Contact Information:

1300 SOUTH POLK STREET, SUITE 295
DALLAS, TX
75224
PHONE: (817)705-6628
EMAIL: JOSH@CREATEATELIER.COM

CONTRACT PROVISIONS

1) **Authorization to Proceed**
   By signing this agreement, CLIENT authorizes Create Atelier LLC. to commence work, unless stated otherwise within this agreement.

2) **Direct Expenses**
   A fee equivalent to 3% of labor billings will be included in each monthly invoice for items such as prints, plots, photocopies, plans, documents on CD, DVD, memory devices, and mileage.

3) **Term and Termination**
   Either party may terminate this authorization with a 10-day written notice. In such cases, CLIENT must promptly pay Create Atelier LLC. for previously authorized work completed before the termination date. If no termination notice is provided, this Authorization concludes upon the fulfillment of its requirements. This Agreement is effective from the date indicated on Page 1 and remains in effect until all obligations are met in accordance with the Agreement.

4) **Payment to Create Atelier LLC.**
   Monthly invoices will be issued for all work performed under this agreement. Invoices are due upon receipt, and failure to pay within 30 days of the invoice date will result in a work stoppage on CLIENT's project and withholding of work products and documents until payment is received. Interest at a rate of 1½% per month will be applied to overdue amounts, unless prohibited by law, in which case the highest allowable rate will be charged.

5) **Additional Services**
   Services not outlined in Scope of services will be provided as Additional Services upon CLIENT's authorization. CLIENT will be responsible for payment.

SCOPE OF SERVICES

Create Atelier LLC. shall render the following professional services necessary for the development of the project.

i. Develop streetscape design for Fouts Avenue to create a woonerf street.
ii. Conceptual design for the architectural updates to the apartment buildings and duplexes along Fouts Ave.
iii. Project Area is shown in Exhibit A, attached

1) Conceptual Design

a. Generate up to two (2) concept designs for client evaluation, selection, and coordination.
b. Create 3D renderings with sufficient detail to vividly convey the intended design experience to the client. These services encompass a range of options, such as hand-drawn renderings, computer-generated imagery, image boards, or a blend of these techniques.

Deliverables

i. conceptual presentation to include site plan and 3D renderings to convey the design.

2) Schematic Design

a. The site plan will be further developed, incorporating the Fouts Street woonerf and its integration with the surrounding structures. To include hardscape, conceptual of the landscape, shade structures and streetscape (benches, lighting, etc.)
b. The architectural updates to the apartment buildings and duplexes will be further developed
c. During the Schematic Design phase the 3D models and renderings will be further developed.
d. An animation of the design, to show the pedestrian experience within the woonerf

Deliverables

i. Final Design Package to include:
    a. Schematic site plan
    b. Schematic architectural elevations of one duplex and one apartment building
    c. 3D renderings to convey the design
    d. (1) Animation

EXHIBIT A_PROJECT AREA

EXHIBIT "B"

AUTHORIZATION FOR PROFESSIONAL SERVICES

(HOURLY FEE CONTRACT)

PROJECT NAME: Fouts Avenue Woonerf

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Spanning between Allen Avenue and Louise Avenue

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Assumptions and Clarifications:

1. Survey or as-built drawings will be provided by the CLIENT.
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DELIVERABLES INCLUDING TIMELINE:

1. **Initial Meeting with City Staff**
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Upon written authorization from the CLIENT, the CONSULTANT will perform Additional Services. Payment to the CONSULTANT for Additional Services shall be due in monthly installments based on the amount of hours worked by each employee.

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a) I am an authorized agent or representative of the entity listed above or am the person listed above;

b) I have read the above and following terms and conditions; and

c) This Agreement is binding, including the attached terms.

d) Please execute and return a signed copy for our files. Receipt of an executed copy of this contract will serve as notice to proceed.

Approved by CLIENT:

City of Duncanville

Signature

_____

Printed Name

_____

Date

_____

Accepted by CONSULTANT:

Create Atelier LLC.

Signature

_____

Printed Name

JOSH ALLEN

_____

Date

10.05.2023

_____

City of Duncanville Contact Information:

203 E. WHEATLAND ROAD
DUNCANVILLE, TX
75116

Firm Contact Information:

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4) **Payment to Create Atelier LLC.**
   Monthly invoices will be issued for all work performed under this agreement. Invoices are due upon receipt, and failure to pay within 30 days of the invoice date will result in a work stoppage on CLIENT's project and withholding of work products and documents until payment is received. Interest at a rate of 1½% per month will be applied to overdue amounts, unless prohibited by law, in which case the highest allowable rate will be charged.

5) **Additional Services**
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SCOPE OF SERVICES

Create Atelier LLC. shall render the following professional services necessary for the development of the project.

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iii. Project Area is shown in Exhibit A, attached

1) Conceptual Design

a. Generate up to two (2) concept designs for client evaluation, selection, and coordination.
b. Create 3D renderings with sufficient detail to vividly convey the intended design experience to the client. These services encompass a range of options, such as hand-drawn renderings, computer-generated imagery, image boards, or a blend of these techniques.

Deliverables

i. conceptual presentation to include site plan and 3D renderings to convey the design.

2) Schematic Design

a. The site plan will be further developed, incorporating the Fouts Street woonerf and its integration with the surrounding structures. To include hardscape, conceptual of the landscape, shade structures and streetscape (benches, lighting, etc.)
b. The architectural updates to the apartment buildings and duplexes will be further developed
c. During the Schematic Design phase the 3D models and renderings will be further developed.
d. An animation of the design, to show the pedestrian experience within the woonerf

Deliverables

i. Final Design Package to include:
    a. Schematic site plan
    b. Schematic architectural elevations of one duplex and one apartment building
    c. 3D renderings to convey the design
    d. (1) Animation

EXHIBIT A_PROJECT AREA

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Consider a Resolution ordering the May 4, 2024 General and Special Election

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:
IT IS ORDERED that an election be held in the City of Duncanville, Texas on the 4th day of May 2024, the same being the first Saturday of said month, for the following purpose:
ToelecttheMayorforatwo(2)yearterm,oneCouncilmemberfromDistrict2for a two (2) year term, one Councilmember from District 4 for a two (2) year term. Also a special election to elect one Councilmember from District 5 to fill an unexpired one (1) year term.

POLICY EXPLANATION:
IT IS ORDERED that an election be held in the City of Duncanville, Texas on the 4th day of May 2024, the same being the first Saturday of said month, for the following purpose:
ToelecttheMayorforatwo(2)yearterm,oneCouncilmemberfromDistrict2for a two (2) year term, one Councilmember from District 4 for a two (2) year term. Also a special election to elect one Councilmember from District 5 to fill an unexpired one (1) year term.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
0.00	0.00	0.00

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Duncanville.RESO Ordering Joint and Special Election
Duncanville.RESO Ordering Joint and Special Election - SPANISH
Duncanville.RESO Ordering Joint and Special Election_Vietnamese

A RESOLUTION OF THE CITY OF DUNCANVILLE, TEXAS

RESOLUTION NO. 2024-207

ELECTION OF MUNICIPAL OFFICERS

Duncanville, Texas

May 4, 2024

ELECTION ORDER FOR JOINT AND SPECIAL ELECTION

BE IT REMEMBERED THAT on this 6th day of February 2024, at a meeting of the City Council of the City of Duncanville, Texas, a quorum being present, the meeting was called to order, and the Council issued the following order:

WHEREAS, the City has or will enter into an agreement with Dallas County and other political subdivisions to hold the election as a Joint Election;

NOW, THEREFORE, IT IS ORDERED that a Joint Election and Special Election be held in the City of Duncanville, Texas on the 4th day of May 2024, the same being the first Saturday of said month, for the following purpose:

To elect the Mayor for a two (2) year term, one Councilmember from District 2 for a two (2) year term, one Councilmember from District 4 for a two (2) year term.

Also, a special election to elect one Councilmember from District 5 to fill an unexpired one (1) year term.

The candidate for each such office receiving a majority of all votes cast for all candidates for such office shall be elected to serve such unexpired term, respectively or until his or her successor is duly elected and qualified.

In the event any candidate for any of said offices fails to receive a majority of all votes

cast for all the candidates for such office, a run-off election shall be called as provided for by the Charter of the City and the State Election Code; and, will be held on June 15, 2024. The Dallas County Elections Administrator will conduct the election, special election and run-off election if necessary.

The local polling places/voting centers for said election shall be established by Joint Election Agreement and notice as required by law of said election shall provide the said location of all lawful polling place/voting centers, persons may vote anywhere in the County for early voting and election day.

The polls shall be open on election day from 7:00 a.m. to 7:00 p.m.; and hours for early voting are set forth herein.

All qualified voters of the City shall vote for a candidate for Mayor; and, voters may only cast their vote for a Councilmember Places 2, 4 and 5 within that voter's single member district.

The election shall be held as a Joint Election pursuant to a Joint Election Agreement and Election Services Contract by and between the City of Duncanville, Dallas County and other political subdivisions. (The "Agreement").

Notice of said election shall be published once in the official newspaper of the City not earlier than the 30th day or later than the 10th day before Election Day and shall be posted on the Bulletin Board used to publish notice of City Council Meetings no later than the 21st day before Election Day. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record at the time of posting, stating the date and place of posting.

Pursuant to the above-mentioned Joint Election Agreement, the Dallas County

Elections Administrator shall serve as Election Administrator for the election.

Presiding Election Judges and an Alternate Presiding Election Judge appointed to serve at said polling places shall be those election officials furnished by the Elections Administrator from the list of proposed election judges in accordance with the Joint Election to the agreement or as otherwise selected pursuant to the terms of the agreement.

An Early Voting Ballot Board is hereby created pursuant to Section 87.001 of the Texas Election Code. The Early Voting Ballot Board shall be made up of members appointed in the manner stated in the agreement and the Presiding Judge and Alternate Presiding Judge of the Early Voting Ballot Board shall be the election officials listed in the agreement.

EARLY VOTING

Heider Garcia, Elections Administrator, is the appointed early voting clerk in compliance with Section 271.006 of the Texas Election Code. Other deputy early voting clerks will be appointed as needed to process early voting mail and to conduct early voting at the branch locations. Early voting shall also be conducted at the main early voting polling place or any County Branch Early Voting location.

Early voting by personal appearance will be conducted on weekdays beginning Monday, April 22, 2024, and continuing through Friday, April 26, 2024, between 8 a.m. and 5 p.m.; Saturday, April 27, 2024, between 7 a.m. and 7 p.m.; Sunday, April 28, 2024, between 12 p.m. and 6 p.m.; Monday, April 29, 2024, and Tuesday, April 30, 2024, between 7 a.m. and 7 p.m. as provided in the Joint Election Agreement. Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting location or at any of the branch locations.

MAIN EARLY VOTING POLLING PLACE:

-- GEORGE L ALLEN SR. COURTS BUILDING:
600 Commerce Street
Dallas, Texas 75202

BRANCH EARLY VOTING POLLING PLACES:

-- DUNCANVILLE LIBRARY/COMMUNITY CENTER
201 James Collins Blvd.
Duncanville, Texas 5116

Other locations within Dallas County are available on the County Elections Department Website.

EARLY VOTING BY MAIL

Applications for early voting ballot by mail should be submitted

to: Heider Garcia, Elections Administrator
Dallas County Elections Department,
1520 Round Table Drive
Dallas, TX 75247
Email: evapplications@dallascounty.org
(Scanned version of an original application) Fax: 214-819-6301

An application may be submitted any time during the year of the election. The deadline for which applications for ballots by mail must be received by the early voting clerk is April 23, 2024 (the eleventh day before Election Day). The deadline for an FPCA is the same as an application for ballot by mail.

All requests for early voting ballots by mail that are received by the City of Duncanville, Texas will be transported by runner on the day of receipt to Heider Garcia, Elections Administrator, Dallas County Elections Department, 1520 Round Table Drive, Dallas, Texas 75247.

The City Secretary shall present such returns to the City Council for canvassing of said election. The canvass of said election return shall be conducted by the City Council in

accordance with state law and a runoff election shall be ordered as provided by law, if necessary.

DULY ORDERED by the City Council of the City of Duncanville, Texas, this the 6th day of February 2024.

APPROVED:

_____
BARRY L. GORDON, MAYOR

ATTEST:

_____
CHIQUITA TAYLOR, CITY SECRETARY

APPROVED AS TO FORM:

_____
ROBERT E. HAGER, CITY ATTORNEY

UNA RESOLUCIÓN DE LA CIUDAD DE DUNCANVILLE, TEXAS

RESOLUCIÓN NÚM. 2024-207

ELECCIÓN DE FUNCIONARIOS MUNICIPALES

Duncanville, Texas

4 de mayo de 2024

ORDEN PARA CONVOCAR UNA ELECCIÓN ESPECIAL Y CONJUNTA

SEA RECODADO QUE en este día 6 de febrero de 2024, en una reunión debidamente anunciada por el Concejo Municipal de Duncanville, Texas, con un quórum presente, dichas juntas fueron convocadas y el Concejo emitió la siguiente orden:

CONSIDERANDO QUE, la ciudad ha firmado o firmará un contrato con el Condado de Dallas y otras subdivisiones políticas para llevar a cabo la Elección Conjunta.

AHORA, POR LO TANTO, SE ORDENA que se convoque una Elección Conjunta y una Elección Especial en la Ciudad de Duncanville, Texas el próximo 4 de mayo de 2024, ejerciéndose la misma el primer sábado de dicho mes, con el propósito que se menciona a continuación:

Para elegir al alcalde por un periodo de dos (2) años, un concejal del Distrito 2 por un periodo de dos (2) años y un concejal para el Distrito 4 por un periodo de dos (2) años.

Además, una Elección Especial para elegir un concejal del Distrito 5 para completar el resto del periodo de un (1) año.

El candidato quien reciba la mayoría de todos los votos contados entre todos los candidatos para dicho puesto deberá ser electo para completar su periodo de servicio no completado o hasta que su sucesor(a) sea debidamente elegido(a) y se cumplan los requisitos

establecidos.

En caso de que cualquier candidato para dicho puesto no logre acumular la mayoría de todos los votos contados entre todos los candidatos a ocupar dicho puesto, se llevará a cabo una elección de desempate según se contempla en la Carta Constitutiva del Municipio y el Código Electoral del Estado y se llevará a cabo el 15 de junio del 2024. El Administrador Electoral del Condado de Dallas llevará a cabo la Elección Especial y la elección de desempate, si es necesario.

Las casillas electorales o centros de votación locales para la antedicha elección serán establecidas en el convenio de la Elección Conjunta y el aviso según lo exija la ley de dicha elección deberá proporcionar dicha ubicación de todos los lugares de votación/centros de votación legales, las personas pueden votar en cualquier parte del condado para la votación anticipada y el día de la elección.

Las casillas electorales o centros de votación abrirán sus puertas a partir de las 7:00 a.m. a hasta las 7:00 p.m.; el horario para votación anticipada se establece por medio de este documento.

Todos los votantes calificados de la ciudad deberán votar por un alcalde; y los votantes sólo pueden emitir su voto por un concejal de los Distritos 2, 4 y 5 dentro del distrito.

Las elecciones se deben llevar a cabo como una Elección Conjunta por un convenio de Elecciones Conjuntas y el Contrato de Servicios Electorales firmados por y con la participación de la Ciudad Duncanville, el Condado de Dallas y otras subdivisiones políticas (el “Convenio”).

El aviso de dicha elección se publicará en el periódico oficial de la ciudad no antes del día 30 ni después del día 10 antes del día de las elecciones y se publicará en un boletín que se utiliza para publicar avisos sobre las juntas del Concejo Municipal de la Ciudad a más tardar de

día 21 antes del día de las elecciones. Se conservará una copia del aviso publicado que contenga el nombre del periódico y la fecha de publicación como registro de dicho aviso, y la persona que publique el aviso dejará un registro en el momento de la publicación, indicando la fecha y el lugar de publicación.

De conformidad con el Convenio de Elección Conjunta arriba mencionado, el Administrador Electoral del Condado de Dallas quedará nombrado como el Administrador Electoral para dichas elecciones.

Los jueces asignados para que presidan las elecciones y un juez alterno que presida las elecciones y que preste sus servicios en dichas casillas electorales o centros de votación, serán aquellos funcionarios electorales que sean nombrados por el Administrador Electoral entre una lista de jueces electorales propuestos en el Convenio de Elección Conjunta, o de alguna otra manera seleccionados de conformidad con las cláusulas de dicho convenio.

En cumplimiento con la Sección 87.001 del Código Electoral de Texas, por este medio se crea un Concejo Electoral para el Voto Anticipado. El Concejo Electoral para el Voto Anticipado deberá constar de los integrantes nombrados de la manera manifestada en el convenio; y el juez que lo presida y un juez alterno que presida el Concejo para las elecciones anticipadas, serán aquellos funcionarios electorales mencionados en el convenio.

VOTACIÓN ANTICIPADA

Heider García, Administrador Electoral, es nombrado secretario del voto anticipado en cumplimiento con la Sección 271.006 del Código Electoral de Texas. Se nombrarán a otros delegados de las elecciones anticipadas, según se considere necesario, para procesar los votos anticipados por correo y llevar a cabo las elecciones anticipadas en los lugares de votación de las casillas electorales o centros de votación. Las votaciones anticipadas también podrán ejercerse

en cualquier casilla electoral o centros de votación del Condado para ejercer el voto anticipado.

La votación anticipada en persona se llevará a cabo en días laborales a partir del lunes 22 de abril de 2024 y continuará hasta el viernes 26 de abril de 2024, entre las 8:00 a.m. y las 5:00 p.m., el sábado 27 de abril de 2024 entre las 7:00 a.m. y las 7:00 p.m., y el domingo 28 de abril de 2024 entre las 12:00 p.m. y las 6:00 p.m., el lunes 29 de abril del 2024 y martes 30 de abril de 2024 entre las 7:00 a.m. y 7:00 p.m. como se estipula en el convenio de Elección Conjunta. Cualquier elector que cumpla con los requisitos para la Elección Conjunta, podrá ejercer la votación anticipada en persona, ya sea en cualquiera de las casillas electorales o centros de votación para la votación anticipada o en cualquiera de sus lugares de votación.

CASILLA O CENTRO DE VOTACIÓN PRINCIPAL PARA LA VOTACIÓN ANTICIPADA:

GEORGE L ALLEN SR. COURTS BUILDING:
600 Commerce Street
Dallas, Texas 75202

CENTRO DE VOTACION PARA LA VOTACIÓN ANTICIPADA:

BIBLIOTECA DE DUNCANVILLE (LIBRARY/COMMUNITY CENTER)
201 James Collins Blvd.
Duncanville, Texas 75116

Otros sitios de votación adicionales dentro del Condado de Dallas están disponibles en el sitio web del Departamento de Elecciones del Condado.

VOTACIÓN ANTICIPADA POR CORREO

Las solicitudes de boletas electorales para votar anticipadamente por correo deberán enviarse por correo a:

Heider Garcia, Elections Administrator
Dallas County Elections Department,
1520 Round Table Drive

Dallas, TX 75247
Email: evapplications@dallascounty.org (Versión escaneada de una aplicación)
Fax: 214-819-6301

Se puede presentar una solicitud en cualquier momento durante el año de la elección. La fecha límite para la cual el secretario de votación anticipada debe recibir las solicitudes de boletas por correo es el 23 de abril de 2024 (el onceavo día antes del día de las elecciones). La fecha límite para una FPCA es la misma que para una solicitud de boleta por correo.

Todas las solicitudes de boletas de votación anticipada por correo recibidas por la ciudad de Duncanville serán transportadas por el corredor el día de la recepción a Heider Garcia, Secretaria Electoral, Departamento Electoral del Condado de Dallas, 1520 Round Table Drive, Dallas, Texas 75247.

La Secretaria de la Ciudad presentará dichas declaraciones al Concejo Municipal para el sondeo de dicha elección. El sondeo de dicha declaración electoral será realizado por el Concejo Municipal de conformidad con la ley estatal y una elección de desempate deberá ser ordenada de conformidad con la ley estatal si es necesario.

ORDENADO DEBIDAMENTE por la Ciudad de Duncanville, Texas este día ____ de febrero de 2024.

APROBADO:

_____
BARRY L. GORDON, ALCALDE

DOY FE:

_____

CHIQUITA TAYLOR, SECRETARÍA DE LA CIUDAD

APROBADO EN SU FORMA:

_____
Robert E. Hager, ABOGADO DE LA CIUDAD

NGHỊ QUYẾT CỦA THÀNH PHỐ DUNCANVILLE, TEXAS

NGHỊ QUYẾT SỐ 2024-207

BẦU CỬ VIÊN CHỨC THÀNH PHỐ

Duncanville, Texas

Ngày 4 Tháng 5 Năm 2024

LỆNH BẦU CỬ CHO BẦU CỬ CHUNG VÀ BẦU CỬ ĐẶC BIỆT

VUI LÒNG GHI NHỚ RẰNG vào ngày 6 tháng 2 năm 2024, tại cuộc họp Hội Đồng Thành Phố Duncanville, Texas, với sự có mặt của số đại biểu quy định, cuộc họp đã được thông báo bắt đầu và Hội Đồng ra lệnh sau đây:

XÉT RẰNG, Thành Phố đã hoặc sẽ ký kết thỏa thuận với Quận Dallas và các phân khu chính trị khác để tổ chức bầu cử theo hình thức Bầu Cử Chung;

VÌ VẬY, NAY HỘI ĐỒNG RA LỆNH tổ chức Bầu Cử Chung và Bầu Cử Đặc Biệt tại Thành Phố Duncanville, Texas vào ngày 4 tháng 5 năm 2024, tức là vào ngày thứ Bảy đầu tiên của tháng 5, nhằm mục đích sau đây:

Để bầu ra Thị Trưởng cho nhiệm kỳ hai (2) năm, một Thành Viên Hội Đồng từ Khu Vực 2 cho nhiệm kỳ hai (2) năm, một Thành Viên Hội Đồng từ Khu Vực 4 cho nhiệm kỳ hai (2) năm.

Đồng thời, tổ chức bầu cử đặc biệt để bầu ra một Thành Viên Hội Đồng từ Khu Vực 5 cho nhiệm kỳ một (1) năm.

Ứng cử viên cho mỗi chức vụ như vậy nhận được đa số phiếu bầu được bỏ cho tất cả các ứng cử viên cho chức vụ đó sẽ được bầu để giữ nhiệm kỳ chưa hết hạn tương ứng hoặc cho đến khi người kế nhiệm được bầu hợp lệ và đủ tiêu chuẩn.

Trong trường hợp bất cứ ứng cử viên nào cho chức vụ nào nói trên không nhận được đa số phiếu bầu được bỏ cho tất cả các ứng cử viên cho chức vụ đó, một cuộc bầu cử chung

cuộc sẽ được yêu cầu tổ chức theo quy định trong Hiến Chương Thành Phố và Bộ Luật Bầu Cử Tiểu Bang vào ngày 15 tháng 6 năm 2024. Viên Chức Quản Lý Bầu Cử Quận Dallas sẽ tiến hành tổ chức bầu cử, bầu cử đặc biệt và bầu cử chung cuộc nếu cần.

Nơi bỏ phiếu/trung tâm bỏ phiếu tại địa phương cho cuộc bầu cử nói trên sẽ được quy định trong Thỏa Thuận Bầu Cử Chung và thông báo theo yêu cầu của luật bầu cử nói trên sẽ nêu rõ địa điểm cho tất cả các nơi bỏ phiếu/trung tâm bỏ phiếu hợp pháp; người dân có thể bỏ phiếu bất cứ đâu trong Quận đối với bỏ phiếu sớm và bỏ phiếu vào ngày bầu cử.

Phòng phiếu sẽ được mở cửa vào ngày bầu cử, từ 7 giờ sáng đến 7 giờ tối; thời gian bỏ phiếu sớm được quy định trong tài liệu này.

Tất cả các cử tri đủ tiêu chuẩn tại Thành Phố sẽ bỏ phiếu cho ứng cử viên chức Thị Trưởng; cử tri chỉ có thể bỏ phiếu cho Thành Viên Hội Đồng Khu Vực 2, 4 và 5 trong khu vực chỉ có một thành viên của cử tri đó.

Bầu cử sẽ được tổ chức theo hình thức Bầu Cử Chung tuân theo Thỏa Thuận Bầu Cử Chung và Hợp Đồng Dịch Vụ Bầu Cử được ký kết giữa Thành Phố Duncanville, Quận Dallas và các phân khu chính trị khác. ("Thỏa Thuận").

Thông báo về cuộc bầu cử nói trên sẽ được công bố một lần trên tờ báo chính thức của Thành Phố sớm nhất là vào ngày 30 hoặc muộn nhất là vào ngày 10 trước Ngày Bầu Cử; thông báo này sẽ được dán trên Bảng Thông Báo được sử dụng để công bố thông báo của Cuộc Họp Hội Đồng Thành Phố, muộn nhất là vào ngày 21 trước Ngày Bầu Cử. Bản sao thông báo đã công bố nêu tên tờ báo và ngày xuất bản sẽ được lưu lại làm hồ sơ cho thông báo đó; người dán thông báo sẽ lưu hồ sơ về thời gian dán, nêu rõ ngày tháng và nơi dán thông báo.

Tuân theo Thỏa Thuận Bầu Cử Chung nói trên, Viên Chức Quản Lý Bầu Cử Quận Dallas sẽ giữ chức Viên Chức Quản Lý Bầu Cử cho cuộc bầu cử.

Thẩm Phán Bầu Cử Chủ Tọa và Thẩm Phán Bầu Cử Chủ Tọa Thay Thế được bổ

nhiệm giữ chức tại nơi bỏ phiếu nói trên sẽ là các viên chức bầu cử do Viên Chức Quản Lý Bầu Cử cung cấp từ danh sách thẩm phán bầu cử đề xuất tuân theo Thỏa Thuận Bầu Cử Chung hoặc được chọn tuân theo điều khoản thỏa thuận.

Theo đây, Hội Đồng Phụ Trách Bỏ Phiếu Sớm được thành lập tuân theo Mục 87.001 của Bộ Luật Bầu Cử Texas. Hội Đồng Phụ Trách Bỏ Phiếu Sớm sẽ bao gồm các thành viên được bổ nhiệm theo cách thức quy định trong thỏa thuận; Thẩm Phán Chủ Tọa và Thẩm Phán Chủ Tọa Thay Thế của Hội Đồng Phụ Trách Bỏ Phiếu Sớm sẽ là các viên chức bỏ phiếu được nêu tên trong thỏa thuận.

BỎ PHIẾU SỚM

Viên Chức Quản Lý Bỏ Phiếu, Heider Garcia, được bổ nhiệm làm lục sự bỏ phiếu sớm tuân thủ theo Mục 271.006 của Bộ Luật Bầu Cử Texas. Các lục sự bỏ phiếu sớm khác sẽ được bổ nhiệm khi cần thiết để xử lý lá phiếu gửi qua thư cho bỏ phiếu sớm và tiến hành bỏ phiếu sớm tại địa điểm chi nhánh. Bỏ phiếu sớm sẽ được tiến hành tại nơi bỏ phiếu sớm chính hoặc bất kỳ địa điểm Chi Nhánh Bỏ Phiếu Sớm nào của Quận.

Bỏ phiếu sớm cho cử tri đến bỏ phiếu trực tiếp sẽ được tiến hành vào các ngày trong tuần từ thứ Hai, 22 tháng 4 năm 2024, cho đến thứ Sáu, 26 tháng 4 năm 2024, 8 giờ sáng đến 5 giờ chiều; thứ Bảy, 27 tháng 4 năm 2024, 7 giờ sáng đến 7 giờ tối; Chủ Nhật, 28 tháng 4 năm 2024, 12 giờ trưa đến 6 giờ tối; thứ Hai, 29 tháng 4 năm 2024, và thứ Ba, 30 tháng 4 năm 2024, 7 giờ sáng đến 7 giờ tối theo quy định trong Thỏa Thuận Bầu Cử Chung. Bất kỳ cử tri đủ tiêu chuẩn tham gia Bầu Cử Chung nào đều có thể bỏ phiếu sớm bằng cách đến bỏ phiếu trực tiếp tại địa điểm bỏ phiếu sớm chính hoặc bất kỳ địa điểm chi nhánh nào.

NƠI BỎ PHIẾU SỚM CHÍNH:

-- GEORGE L ALLEN SR. COURTS BUILDING:
600 Commerce Street
Dallas, Texas 75202

CHI NHÁNH BỎ PHIẾU SỚM:

-- DUNCANVILLE LIBRARY/COMMUNITY CENTER
201 James Collins Blvd.
Duncanville, Texas
5116

Các địa điểm khác trong Quận Dallas được thông báo trên Trang Web Ban Bầu Cử Quận.

BỎ PHIẾU SỚM QUA THƯ

Người dân cần gửi đơn xin bỏ phiếu sớm qua thư tới: Heider

Garcia, Elections Administrator
Dallas County Elections Department,
1520 Round Table Drive
Dallas, TX 75247
Email: evapplications@dallascounty.org
(Bản chụp scan của đơn xin gốc) Fax:
214-819-6301

Người dân có thể gửi đơn bất cứ lúc nào trong năm bầu cử. Hạn chót để lục sự bỏ phiếu sớm tiếp nhận đơn xin bỏ phiếu qua thư là ngày 23 tháng 4 năm 2024 (mười một ngày trước Ngày Bầu Cử). Hạn chót cho Đơn Xin Bưu Thiếp Liên Bang (FPCA) giống với đơn xin bỏ phiếu qua thư.

Mọi yêu cầu bỏ phiếu sớm qua thư mà Thành Phố Duncanville, Texas tiếp nhận sẽ được bưu tá chuyển đến trong ngày cho Viên Chức Quản Lý Bầu Cử Heider Garcia, Ban Bầu Cử Quận Dallas, 1520 Round Table Drive, Dallas, Texas 75247.

Thư Ký Thành Phố sẽ đưa số phiếu này cho Hội Đồng Thành Phố để kiểm phiếu cho cuộc bầu cử nói trên. Việc kiểm số phiếu bầu nói trên sẽ được Hội Đồng Thành Phố tiến hành tuân theo luật tiểu bang và bầu cử chung cuộc sẽ được ra lệnh tổ chức theo yêu cầu pháp luật, nếu cần.

ĐƯỢC RA LỆNH HỢP LỆ bởi Hội Đồng Thành Phố Duncanville, Texas, vào ngày 6 tháng 2 năm 2024.

NGƯỜI PHÊ CHUẨN:

_____
BARRY L. GORDON, THỊ TRƯỞNG

NGƯỜI CHỨNG NHẬN:

_____
CHIQUITA TAYLOR, THƯ KÝ THÀNH PHỐ

NGƯỜI PHÊ CHUẨN HÌNH THỨC NGHỊ QUYẾT:

_____
ROBERT E. HAGER, CHƯỞNG LÝ THÀNH PHỐ

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Consider an Ordinance of the City of Duncanville, Texas, adopting Chapter IV A Native Pollinator Garden.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Tyler Agee - Assistant Director of Parks and Recreation, Keep Duncanville Beautiful Staff Liaison

BACKGROUND/HISTORY:
The Keep Duncanville Beautiful Board recognizes the potential environmental and community benefits of managed natural landscapes, such as the reduced need for harmful inputs, enhanced stormwater retention, improved water quality and biodiversity, lowered greenhouse emissions, and support for native species habitats. Given these benefits, the Board is keen to initiate discussions about revising the City's policies on Native or Naturalistic Landscaping. Currently, the city restricts the overgrowth of weeds and unsightly vegetation beyond 12 inches. Still, the Board aspires to progress towards a Natural Landscaping Ordinance for Duncanville, transforming these guidelines to foster a more sustainable and aesthetically pleasing environment.

POLICY EXPLANATION:
The Duncanville Native Pollinator Garden Program outlines guidelines for promoting eco-friendly landscaping in the city. It uses native Texas plants to enhance biodiversity, support wildlife, and improve environmental quality. Key aspects of the policy include:

1. Permit Requirements: Guidelines for obtaining permits for specific landscaping scenarios.
2. Plant Selection: Use of approved native or naturalistic vegetation, emphasizing biodiversity and ecological benefits.
3. Maintenance Standards: Participants must maintain landscapes attractively and sustainably, including specific duties like litter removal and plant care.
4. Training and Compliance: Annual training for participants and requirements for visible program signage.

5. Reapplication Process: A requirement to reapply every three years to ensure ongoing compliance with the program's standards.

The policy aims to encourage responsible landscaping practices that harmonize with the local environment and community goals.

FUNDING SOURCE:

ORG and Object Number
12011800 - 4B Keep Duncanville Beautiful

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

ACTION ALTERNATIVES:

1. Adopt the ordinance approving Native Pollinator Gardens
2. Do not adopt the ordinance approving Native Pollinator Gardens
3. Other actions as directed by Council.

ATTACHMENTS:
Ordinance No. 2505 - Native Pollinator Garden

ORDINANCE NO. 2505

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12 'MISCELLANEOUS OFFENSES AND PROVISIONS", BY ADDING ARTICLE IV-A 'NATIVE POLLINATOR GARDENS'; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS ($500.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council as determined that a pilot ordinance for native and pollinator plants program would be beneficial to determine the viability alternate landscaping; and,

WHEREAS, such program is for residential zoned property to determine whether or not such program will enhance the beautification of the City; and,

WHEREAS, the program herein would balance the landscape option for residential landowners.

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

SECTION 1. That the Code of Ordinances of the City of Duncanville, Texas, be and the same is hereby amended by amending Chapter 12, "Miscellaneous Offenses and Provisions", by adding Article IV-A "Native Pollinator Gardens" to read as follows:

"CHAPTER 12 – MISCELLANEOUS OFFENSES AND PROVISIONS

ARTICLE I. – IN GENERAL

. . . . .

ARTICLE IV. A. NATIVE POLLINATOR GARDENS

Sec. 12-63. - Purpose.

There is hereby establish a Native Pollinator Garden program to allow a landowner to use native planting vegetation which will reduce irrigation and mowing requirements in the community by removing traditional turf grass lawns and replacing with native, adaptive and pollinator plants which promote water conservation, habitat creation and neighborhood beautification.

Sec. 12-64. - Notwithstanding the provisions of Article IV, a property owner may apply for a Native Garden permit subject to the provisions of this Article.

Sec. 12-65.- A residential property owner may apply for a Native Pollinator permit to be issued by the City Manager or designee to provide for use of native, adaptive and pollinator plants to be establish in a dedicated unimproved portion of a residential zoned lot which is subject to the limitations, obligations and restrictions established in this article.

Sec. 12-66.- A residential lot owner shall provide a planting schematic plan to establish a portion of the unimproved area of a residential lot dedicated to the use of plant material provided in this article.

Sec. 12-67.- The Schematic Plan of native landscape material permitted in this ordinance shall not exceed 50% percent of the unimproved surface of any lot; and such plan shall in no case exceed more than 50% percent of the unimproved front yard of any such lot.

Sec. 12-68.- The Schematic Plan shall be limited to use of plant materials that are recognized by the North Central Texas Landscape Certification Program (NLCP), Plant List Spreadsheet, Native Plant Society of Texas (NPSOT) for Dallas/Fort Worth/Denton area, as may be amended. In no event may the native plants include:

Listed as invasive species:

*Giant duckweed**	*alligatorweed**
giant reed	*balloonvine*
hedge bindweed	*Bermuda grass*
*hydrilla**	*Brazilian peppertree*
Itchgrass	*broomrape*
Japanese climbing fern	*camelthorn*
Japanese dodder	*Chinaberry*
kudzu	*Chinese tallow tree*
*lagarsiphon**	*deep rooted sedge*
purple loosestrife	*distaff thistle*
*Paperbark**	*Eurasian watermilfoil**
*rooted waterhyacinth**	*KR Bluestem*
saltcedar	*St. Augustine (carpet grass)*
*Salvinia**	*serrated tussock*
*torpedograss**	*tropical soda*
*apple water spinach**	*water trumpet*
*waterhyacinth**	*waterlettuce**

*Texas Parks and Wildlife Department Prohibited Exotic Aquatic Plants
Refer to: https://www.tiscc.texas.gov/wp-content/uploads/2013/09/Awinash-Bhatkar-Invasive-Plant-List-TISCCA-Meeting-3-12-2013.pdf

Sec. 12-69. – Plant Beds

(a) Plant beds shall be separated and clearly defined from turf and other areas by edging, fence, rock, or similar material.
(b) All shrubs, ornamental grasses, perennials, and groundcovers shall be located within designated plant beds.
(c) The installation of individual shrub species in turf or native seed areas without metal edging, but with hand-dug spade edges, may be approved by the city based on likelihood of survival and potential impacts on surrounding vegetation.
(d) Where rock is the chosen mulch treatment and no plant material will be installed, weed barrier fabric shall be used to block weed growth and conserve moisture.
(e) Trees and shrubs shall be mulched by either rock or wood mulch, or a combination of both, at the discretion of the designer. Shredded wood is the preferred mulch treatment around all plant material as it has moisture retention qualities unlike rock mulch that retains and radiates heat around plants.
(f) All plant beds shall be mulched to a minimum depth of three inches. Areas planted with perennials and groundcovers species shall be mulched to a minimum of two inches in depth.
(g) Thorny Plants and Shrubs. Shrubs that have thorns shall not be planted within 8' of public sidewalks. Trees that drop fruits or have thorns shall not be planted within 20 feet of public sidewalks or right of ways.
(h) No plant material, other than trees or shrubs, shall exceed thirty-six (36) inches in height.

Sec. 12-70. – Maintenance.

(a) Every property owner or occupants of the residential property shall keep landscaping in a well-maintained, safe, clean, and attractive condition always. Any plant that dies must be removed or replaced with another living plant, including trees, within 30 days after notification by the city. Such maintenance includes, but is not limited to, the following:
    (1) Prompt removal of all litter, trash, refuse and waste.
    (2) As needed removal of non-approved, noxious, and dead plant material
    (3) Replanting of the area by transplant or seeded by human or mechanical means.
    (4) Perennials and ornamental grasses must be cut to a maximum height of 10 inches twice per year in March and August.
    (5) Shrub pruning according to accepted practices of landscape

professionals to maintain plants in a healthy condition.

(6) Tree pruning according to tree-pruning guidelines published by the International Society of Arboriculture and the American National Standards (ANSI) A300-Pruning Standards.

(7) Watering of landscaped areas on a regular basis to maintain good plant health.

(8) Sprinkler run times set on controllers to water between 6:00 p.m. and 10:00 a.m.

(9) Keeping lawn and garden areas alive, free of non-approved plants, and attractive.

(10) Maintaining proper signage on the property in a location likely to be seen by the public, informing of the approved Native Residential Landscape. The sign is required only if the planting is in an area likely to be seen by the public. This sign must be no smaller than 10 square inches, no larger than one square foot, and no higher than 3 feet tall.

Sec. 12-71.- **Fee.**

The City Council shall establish the appropriate permit fee, if any, by resolution of City Council.

Sec. 12-72.- **Sunset**.

This article shall expire on the third (3rd) anniversary from its passage unless sooner if repealed or re-enacted by the City Council, in the event, that the article expires any permit issued hereunder shall terminate and thereafter void."

SECTION 2. That all provisions of the ordinances of the City of Duncanville in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Duncanville as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred Dollars ($500.00) for each offense, and each and every day such violation shall continue shall be deemed and constitute a separate offense.

SECTION 6. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Duncanville, Texas, on the 6th day of February, 2024.

APPROVED:

_____
Barry L. Gordon, MAYOR

ATTEST:

_____
Chiquita Taylor, CITY SECRETARY

APPROVED AS TO FORM:

_____
Robert E. Hager, CITY ATTORNEY

STAFF REPORT

MEETING: City Council - 06 Feb 2024

TITLE:
Receive the Monthly Financial Report as of November 30, 2023.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Richard Jackson, Managing Director of Fiscal Services
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The Finance Report is presented to provide actual revenues received and expenditures made compared to the budget. The report provides financial summary data on key funds, including the General, Utility, Economic Development, and Fieldhouse funds. Additionally, a listing of current capital improvement projects is included with the report.

POLICY EXPLANATION:
The month of November is the second month of fiscal year 2023-2024. Revenues and expenditures are unaudited and will be updated as the year progresses. Revenues can fluctuate depending on the time of year, but the target percentage for revenues and expenditures compared to the budget is 16.7%.

FUNDING SOURCE:

ORG and Object Number
NA

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

ACTION ALTERNATIVES:
No City Council action required.

ATTACHMENTS:
November 2023 Financial Report

CITY OF DUNCANVILLE
MONTHLY FINANCIAL REPORT

Fiscal Year 2023-2024
YEAR-TO-DATE OPERATIONS

AS OF NOVEMBER 30, 2023

OCTOBER 1, 2023 - NOVEMBER 30, 2023

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

Updated and Prepared by
FISCAL SERVICES DEPARTMENT
1/10/2024

FY 2023-2024 FINANCIAL REPORT
as of November 30, 2023

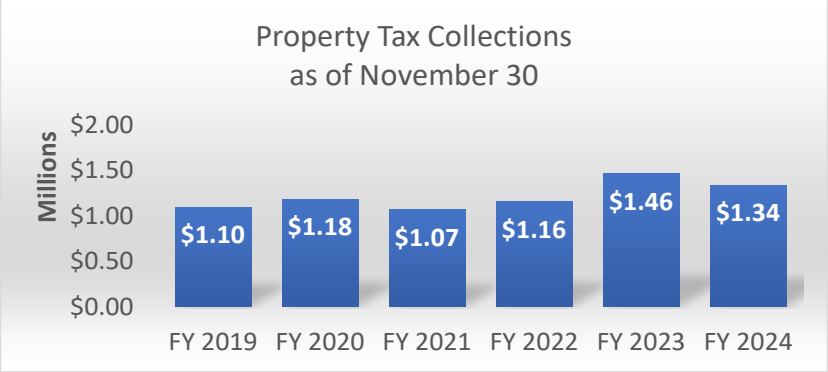
EXECUTIVE SUMMARY

The Duncanville Monthly Financial Report presents unaudited revenues and expenditures through November 30, 2023, compared to the budgetary numbers for the fiscal year 2023-2024 and the actual numbers year-to-date for the fiscal year 2022-2023. The report provides financial summary data on all funds, including on-going Capital Improvement Projects. The General Fund is the primary operating fund for the City, so details of revenues by category and expenditures by the department are included in the financial statements. In addition, all other funds that are part of daily operations are included in brief to highlight each fund's revenues, expenditures, and fund balances.

November is the second month of the fiscal year (FY) 2023-2024. The target percentage of funds received and expended is 16.7%, equating to two months out of twelve. However, revenues and expenditures can vary initially based on timing, accruals (backdating to previous year), and payments due at the beginning of the fiscal year. These variations are explained in further detail in this summary. Below are highlights of year-to-date revenues and expenditures through November 30, 2023. Additionally, FY 2022-23 entries continue to be reconciled as the audit process is underway. Therefore, the beginning year balances will continue to be adjusted and smoothed out as the year progresses and audit is concluded.

The charts throughout the summary compare the revenues and expenditures year-to-date, for the same period, for each fiscal year from FY 2019 to current.

PROPERTY TAX COLLECTIONS



The above chart shows total property tax collected including the debt portion and delinquent taxes. Property Taxes account for over 50 % of the total General Fund revenue budget.

Total Property Taxes collected in the month of November:

- Tax Year 2023: $802,717
- Prior Years: $19,594
- Penalties and Interest: $20,648

FY 2023-2024 FINANCIAL REPORT
as of November 30, 2023

SALES TAX TREND

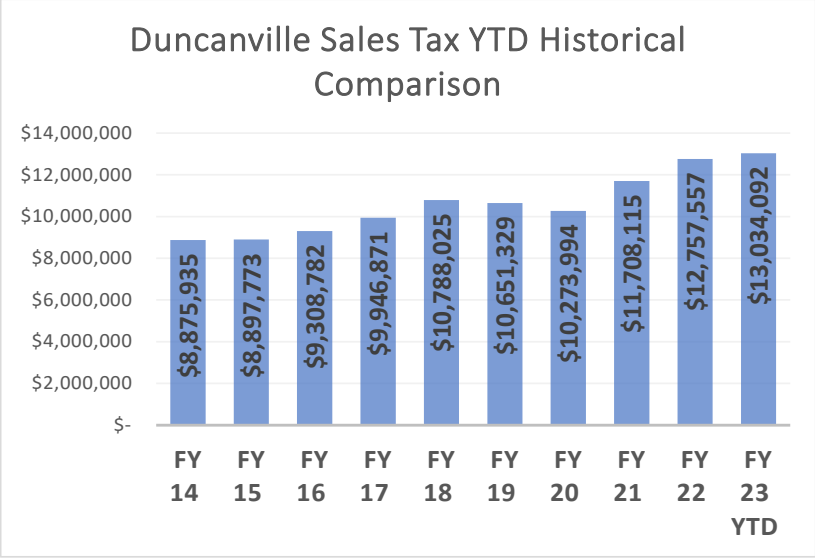
SALES TAX ALLOCATION HISTORICAL SUMMARIES

City of Duncanville
Authority Code: 2057084
2 CENT AUTHORIZATION

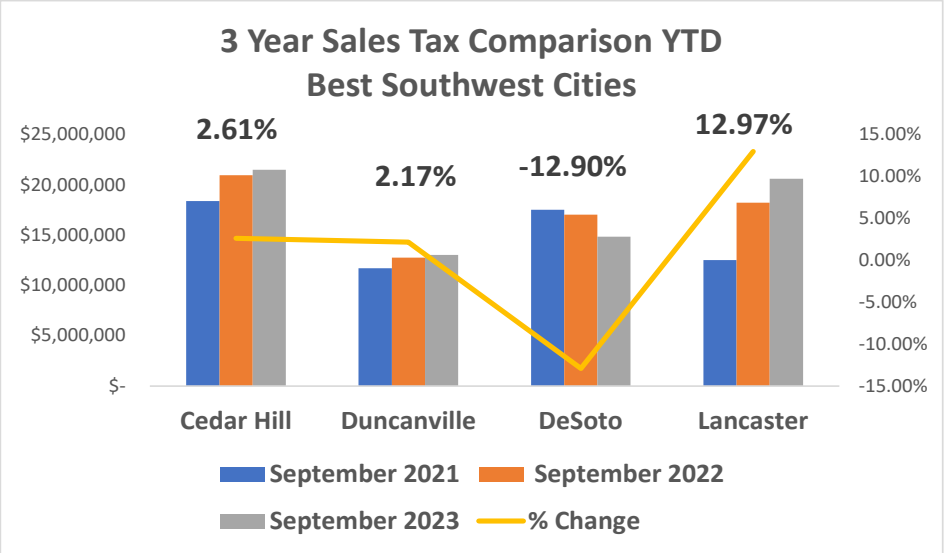
TOTAL SALES TAXES COLLECTED AND RECEIVED

.02 CENT ALLOCATION			FY	FY	FY	FY	FY
COLLECTION MONTH	RECEIVED MONTH	% CHANGE PY ACCUMULATIVE	2022-23	2021-22	2020-21	2019-20	2018-19
OCT	DEC	26.49%	$ 993,789.74	785,673.18	830,234.09	899,967.44	808,134.72
NOV	JAN	11.90%	$ 971,344.59	970,431.17	802,203.37	799,874.76	761,307.93
DEC	FEB	11.27%	$ 1,332,694.48	1,207,624.54	1,045,330.25	1,093,884.42	982,541.46
JAN	MAR	9.01%	$ 931,089.88	915,721.95	798,307.67	692,647.12	751,474.37
FEB	APR	7.72%	$ 884,085.98	867,075.56	816,989.85	677,611.75	763,496.18
MAR	MAY	6.29%	$ 1,389,625.43	1,371,074.68	1,215,345.22	888,123.96	1,069,253.79
APRIL	JUN	4.73%	$ 1,007,903.02	1,053,655.75	1,073,951.31	773,096.95	846,390.05
MAY	JUL	3.73%	$ 1,023,076.19	1,055,650.56	895,092.16	809,543.87	879,867.74
JUNE	AUG	2.62%	$ 1,216,715.98	1,274,933.45	1,130,684.16	1,021,135.56	1,018,284.27
JULY	SEP	2.40%	$ 1,043,855.32	1,039,021.98	1,013,137.28	774,925.04	861,472.41
AUG	OCT	2.54%	$ 1,011,326.44	972,252.62	917,440.10	806,953.30	885,497.37
SEPT	NOV	2.17%	$ 1,228,584.78	1,244,441.19	1,169,399.73	1,036,229.49	1,023,608.43
TOTAL			13,034,091.83	12,757,556.63	11,708,115.19	10,273,993.66	10,651,328.72
Total % Change over Prior Year			2.17%	8.96%	13.96%		

- Sales Tax collections for FY 2023 ended at 2.17% over FY 2022.
- Sales Tax is collected two months in arrears. Sales Tax collected in September was paid to the City in November. Revenue is accounted for in FY 2023.



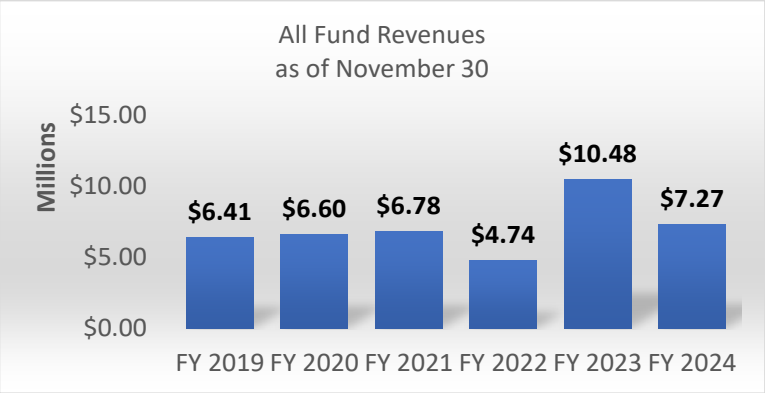
FY 2023-2024 FINANCIAL REPORT
as of November 30, 2023



The chart above shows year-to-date sales tax reported as of September for each Best Southwest city compared to the last two years year-to-date. The purpose of this graph is to recognize the regional economic growth.

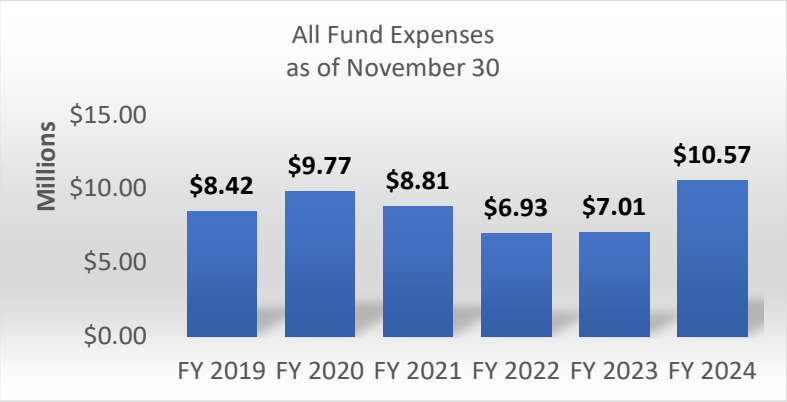
FY 2023-2024 FINANCIAL REPORT
as of November 30, 2023

ALL FUNDS



Total revenue collected as of November 30, 2023, is $7.27 million. This is 8.75% of the total revenue budget for all funds.

- In FY 2023, the second tranche of the ARPA funding in the amount of $4.8 million was received in October of 2022. This amount is an outlier, and the reason FY 2023 is higher than other years, year-to-date.
- Interest earnings on investments city-wide are $503,816 year-to-date. This is 146% greater than FY 2023, year-to-date.

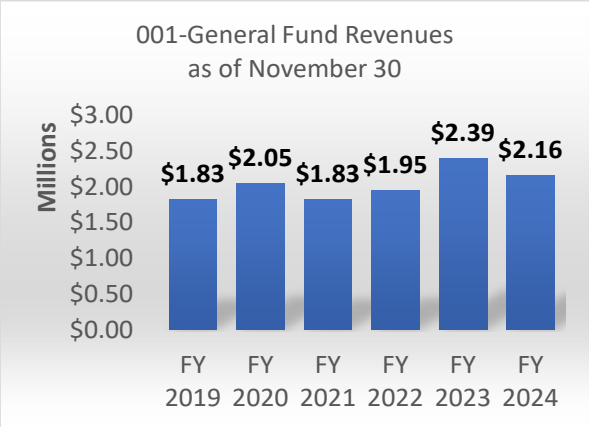


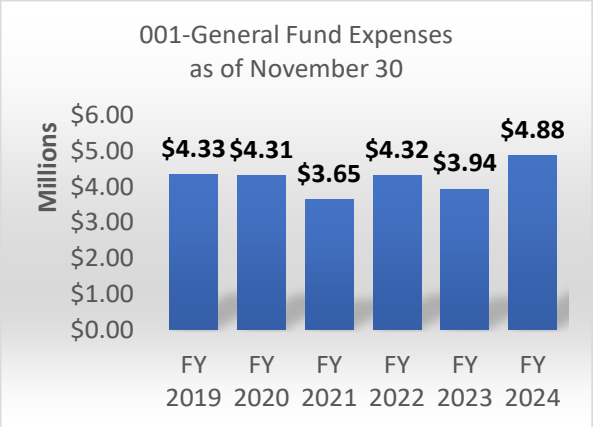
Total expenditures as of November 30, 2023, are $10.5 million. This is 9.81% of the total expenditure for all funds. Total payrolls year-to-date are 3.5 out of 26, 14.14% of the total Salary/Benefit budget.

FY 2023-2024 FINANCIAL REPORT
as of November 30, 2023

GENERAL FUND

The General Fund's unaudited ending fund balance for actuals is approximately $11.8 million to date. The General Fund fiscal year 2024 budget is estimated to have an unaudited ending fund balance of approximately $16.6 million. The FY 2022 external audit report is currently in progress.





General Fund Revenue Highlights:

- Overall, General Fund revenues and service reimbursements are currently at 5.44% of the targeted budget. This variance is below the targeted percentage of 16.7% for this period.
- The first sales tax receipt of FY 2024 will not be received until December for the month of October. Revenues will be lower in October and November.
- The bulk of Property Tax revenue will be received in December through February as payments are collected for the tax year 2023.
- Franchise Taxes are received on a quarterly basis. First quarter payments should be reflected in January.
- Interest Revenue received to date is $107,119. This is 95% greater than FY 2023.

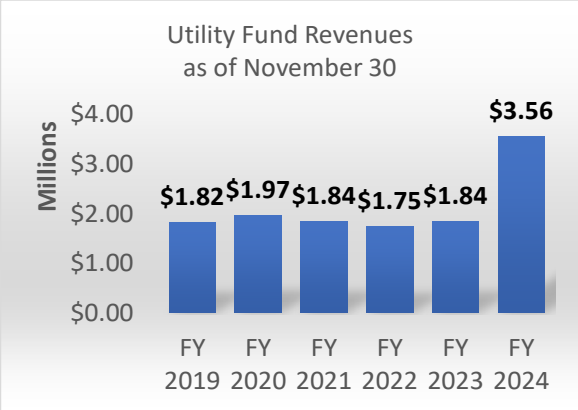
General Fund Expense Highlights:

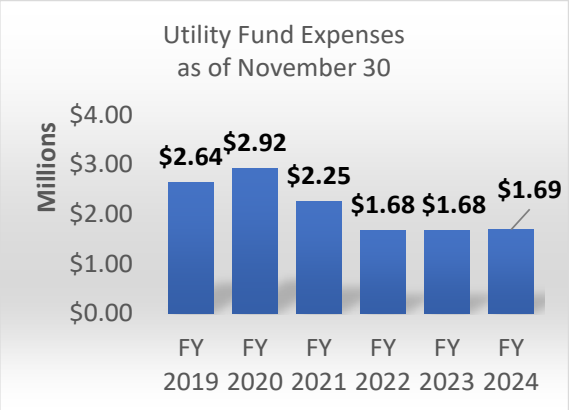
- Operating expenditures are 12.02% of the budget. This is lower than the 16.7% target.

FY 2023-2024 FINANCIAL REPORT
as of November 30, 2023

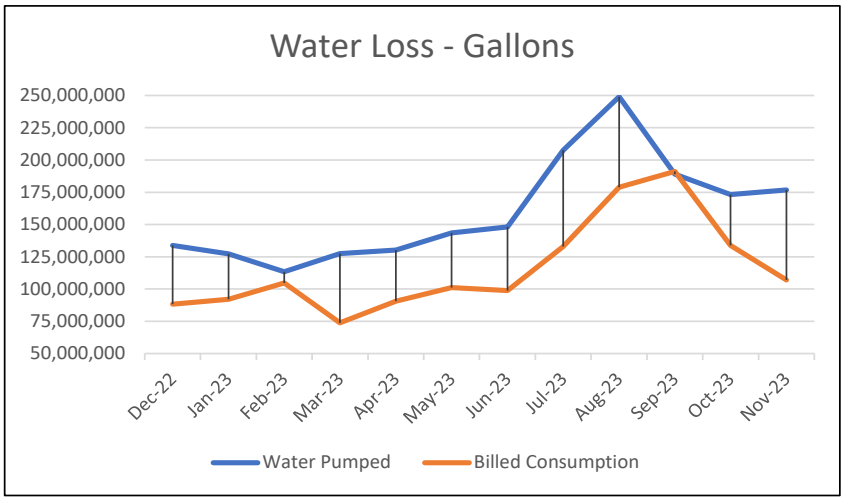
UTILITY FUND

The Utility Operating Fund's unaudited beginning fund balance is $10.9 million, with an actual year-to-date unaudited fund balance of $12.8 million. Our revenues exceeded our expenditures for November by $1.2 million.





- Total utility revenues are 16.8 % of the budget.
- Total expenditures are 7.6% of the budget. This amount includes payments to Dallas Water Utilities (water services) and Trinity River Authority (wastewater services).

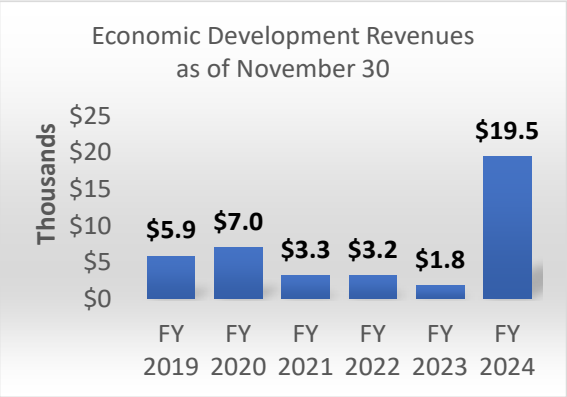


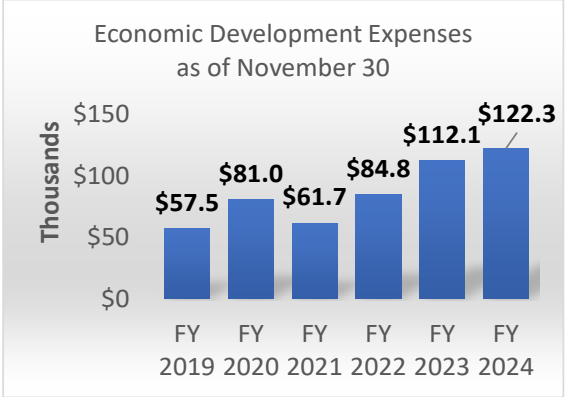
This chart depicts the gallons of water pumped for the last 12 months through November of 2023 compared to gallons billed to customers. The blue line indicates gallons of water pumped. The orange line indicates gallons billed. The difference is considered lost water. A small portion of lost water is accounted for by the Utilities department for routine hydrant flushing, and leaks and repairs for example. On average for the last 12 months, the City incurred 27.49% water loss, compared to what was pumped.

FY 2023-2024 FINANCIAL REPORT
as of November 30, 2023

ECONOMIC DEVELOPMENT

The Economic Development unaudited beginning fund balance is $6.8 million, with an actual year-to-date unaudited fund balance of $6.7 million.





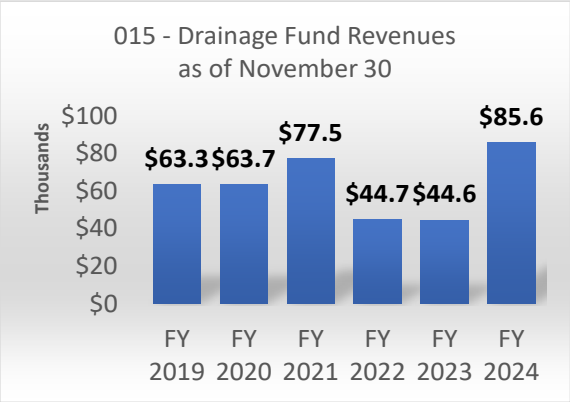
- Total revenues are 0.6 % of the budget. Revenue received in Economic Development is a ½ cent sales tax. As stated for the General Fund, Sales Tax is received two-months in arrears (behind). The collection month of November will be paid in January.

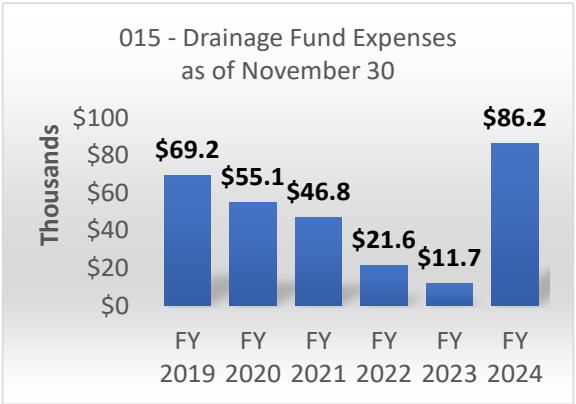
- Total expenditures are 2.7 % of the budget. The "Other Financing Uses" expense category includes incentives and grant line-item accounts. One signage incentive grant in the amount of $6,240 was paid in October.

FY 2023-2024 FINANCIAL REPORT
as of November 30, 2023

DRAINAGE FUND

The Drainage Fund unaudited beginning fund balance is $2 million, with an actual year-to-date unaudited fund balance of $2 million.



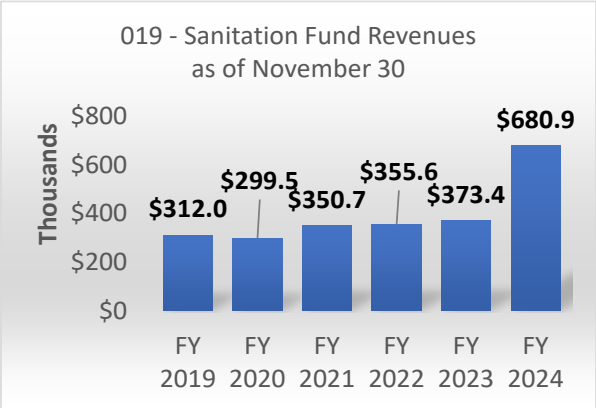


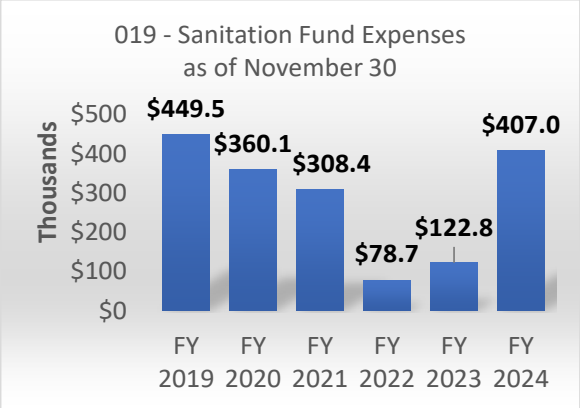
- Total revenues are 11 % of the budget.
- Total expenditures are 3.4 % of the budget. This fund budgets for 3 FT street positions. However, these positions are vacant. Expenses for November include drainage CIP projects.

FY 2023-2024 FINANCIAL REPORT
as of November 30, 2023

SANITATION FUND

The Sanitation Fund unaudited beginning fund balance is $589,025, with an actual year-to-date unaudited fund balance of $862,947.



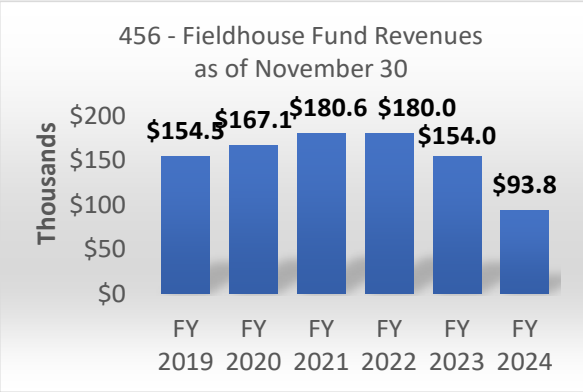


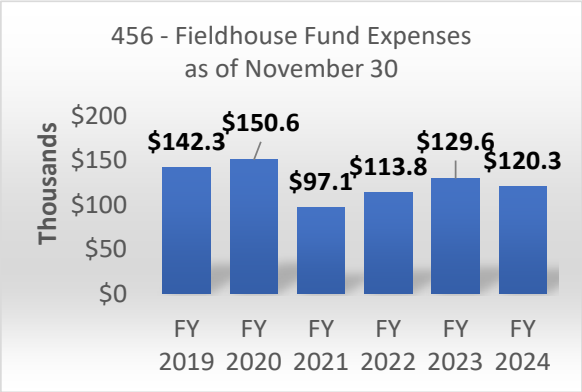
- Total revenues are 14.5 % of the budget.
- Total expenditures are 8.75 % of the budget. Expenses include Garbage Collection Fees to Republic.

FY 2023-2024 FINANCIAL REPORT
as of November 30, 2023

FIELDHOUSE FUND

The Fieldhouse Fund unaudited beginning fund balance is -$1.8 million, with an actual year-to-date unaudited fund balance of -$1.8 million.





- Total revenues are 4.5 % of the budget.
- Total expenditures are 6 % of the budget.

OTHER FUND HIGHLIGHTS

- **Fund 008** – **Comprehensive Self-Insurance**: Expenses paid in October include the annual Worker's Compensation and Liability Insurance premium. Contributions from the various cost centers will be transferred into the fund monthly to fund the annual premium and claims.

- **Fund 010 – Hotel/Motel:** Total expenses year to date is 17.96%. This includes grants paid to $38,400 paid to Esposure, Inc., $65,828 to Hampton Inn & Suites for the FY 2023 and final payment of their performance agreement, and $25,000 to ALW Entertainment for Duncanville Football Classic event.

- **Fund 415 – Fleet Replacement**: Expenses in November include the emergency purchase Ambulance $345,707 and 7 Police Tahoes $543,081.

CAPITAL IMPROVEMENT PROJECT HIGHTLIGHTS

- Fire Station 1 – Construction estimated to be complete in January 2024. $8.8 million spent project to date.
- Danieldale Road Reconstruction – substantially complete. Landscaping remaining. $7.3 million spent project to date. This project includes Utility Funds.
- Armstrong Park and Splashpad – estimated completion March 2024. $873,773 spent project to date.
- Swan Ridge Street, Utilities, and Drainage improvements – estimated completion March 2024. $1.3 million spent project to date.
- Cherry Street/Center Street Alley and Drainage – estimated completion in Spring 2024. $212,168 spent project to date.

ACCOUNT CATEGORY EXPLANATIONS

REVENUES:

1. 50 – Property Taxes: includes current year taxes, prior year taxes, and penalties and interest on delinquent taxes.
2. 51 – Sales & Other Taxes: includes Sales Tax, Hotel/Motel Occupancy Tax, and Mixed Beverage Tax.
3. 52 – Permits & Licenses: includes Building related permits, alarm permits, health inspections.
4. 53 – Fines and Fees: includes court fines, late payment penalties.
5. 54 – Intergovernmental Revenues: include revenues from grant awards, court awards, and reimbursements from other governmental agencies. For example, School Crossing Guards, Regional Emergency Management, CDBG (Community Development Block Grant) Neighborhood Service Officer.
6. 55 – Interest: includes interest earned from investments.
7. 56 – Franchise Fee Revenue: includes revenues received from gross receipts for utilities such as Gas, Electric, Cable, garbage collection. Companies such as Atmos and Oncor, submit franchise payments.
8. 57 – Charges for Service: includes memberships, rentals, water/sewer/garbage services, Fieldhouse rentals.
9. 58 – Transfers from Funds: includes funds received from other Funds.
10. 59 – Other Sources: includes all other revenues not categorized. Smaller revenue sources such as miscellaneous and reimbursements.

EXPENDITURES:

1. 60 – Salary and Benefits: includes all salary, benefit, workers compensation, and retiree medical insurance line items.
2. 72 – Supplies and Materials: includes line items for office supplies, direct materials, clothing, tools, janitorial supplies, postage, computer hardware and software.
3. 73 – Contractual and Professional Services: includes election expenses, contractual services such as the cost-sharing partnerships for the jail, animal shelter, and regional dispatch, membership dues, professional development, professional fees such as engineers for construction projects, and legal services.
4. 74 – Maintenance and Repair Services: includes maintenance/licensing agreements such as software support, building, grounds, vehicle maintenance.
5. 75 – Utilities: City facilities water, gas, and electrical.
6. 76 – Capital Outlay: includes purchase over $5000 to become a capitalized asset such as land, building improvements, infrastructure, equipment and vehicles.
7. 77 – Debt Services: includes principal and interest payments on debt.
8. 78 – Transfers to Funds: includes transfers out to other funds, IT and Fleet replacement contributions.

9. 79 – Other Financing Uses: includes training, hospitality, and employee appreciation expenses. In Economic Development fund 012 – grants and development incentives are budgeted in this category.

CITY OF DUNCANVILLE
Property Tax Collections Report
November 01 - 30, 2023

	Report Name	Base Tax Levy	Penalty & Interest	Collection Fees	Total
Collections:					
Payments Received	AC003P	$834,130.56	$20,529.24	$8,464.08	$863,123.88
Adjustments to Collections:					
Refunds/Levy Corrections	AC003A	($8,251.59)	($38.04)	($11.48)	($8,301.11)
Return Check Items	AC003A	($1,836.93)	$0.00	$0.00	($1,836.93)
Transfers/Reversals	AC003A	($1,721.05)	$157.29	$219.53	($1,344.23)
Total Adjustments to Collections	**AC003A**	**($11,809.57)**	**$119.25**	**$208.05**	**($11,482.27)**
Maintenance & Operations	AC002A	$769,987.35	$17,569.73	$8,672.13	$796,229.21
Interest & Sinking	AC002A	$52,333.64	$3,078.76	$0.00	$55,412.40
Net Collections	**AC002A**	**$822,320.99**	**$20,648.49**	**$8,672.13**	**$851,641.61**
Transferred Refund from Escrow	AC002A	$0.00			$0.00
Rendition Penalty	AC006A	($10.21)			($10.21)
Collections Fee		$0.00			$0.00
Total Miscellaneous Items		**($10.21)**			**($10.21)**
M&O Net Payment to Entity		$769,977.14	$17,569.73		$787,546.87
I&S Net Payment to Entity		$52,333.64	$3,078.76		$55,412.40
Total Net Payment to Entity		**$822,310.78**	**$20,648.49**		**$842,959.27**
Net Adjustment to Levy	AR006A	$126,760.37			
Current Year Collection Percentage Based on Monthly Collections:				**5.78%**	

Total Net Payment to Entity = (Payments Received - Total Adj to Coll - Total Misc. Items)

M&O Net Payment to Entity = (Maintenance & Operations - Total Miscellaneous Items)

Detail reports will not be attached if no activity occurred for the month.

In accordance with the requirements of the Texas Property Tax Code, Chapter 31, Section 31.10 Paragraph (a), the attached tax collections report is respectfully submitted.

I, John R. Ames, CTA, Dallas County Tax Assessor/Collector, do hereby certify the attached collection totals, to the best of my knowledge.

NOTARY PUBLIC STATE OF TEXAS
Destiny Flores
My Commission Expires
06/29/2024
ID No. 132542872

John R. Ames, CTA
Dallas County Tax Assessor/Collector

Notary Public, State of Texas

Sworn and subscribed before me, this 7 day of December, 2023.

ALL FUNDS
AS OF NOVEMBER 30, 2023

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	YTD Remaining Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
50 - PROPERTY TAXES	$1,335,755	$23,393,424	5.71%	$22,057,669	$1,461,618	6.75%	($125,863)	-8.61%
51 - SALES & OTHER TAXES	22,896	14,528,864	0.16%	14,505,967	116,919	0.86%	(94,023)	-80.42%
52 - PERMITS & LICENSES	129,686	647,500	20.03%	517,814	105,237	18.40%	24,449	23.23%
53 - FINES & FEES	45,387	377,600	12.02%	332,213	42,856	10.11%	2,531	5.91%
54 - INTERGOV REVENUES	87,436	1,604,853	5.45%	1,517,417	4,853,804	86.39%	(4,766,367)	-98.20%
55 - INTEREST	503,816	87,000	579.10%	416,816	204,773	105.94%	299,043	146.04%
56 - FRANCHISE FEE REV	0	2,080,000	0.00%	2,080,000	45,774	2.23%	(45,774)	-100.00%
57 - CHARGES FOR SERVICES	4,358,770	28,832,460	15.12%	24,473,690	2,501,809	9.30%	1,856,961	74.22%
58 - TRANSFER FROM FUNDS	464,818	9,054,530	5.13%	8,589,713	800,690	11.72%	(335,872)	-41.95%
59 - OTHER SOURCES	320,888	2,426,961	13.22%	2,106,073	345,070	4.78%	(24,182)	-7.01%
Revenue Total	**$7,269,453**	**$83,033,192**	**8.75%**	**$75,763,740**	**$10,478,550**	**12.32%**	**($3,209,098)**	**-30.63%**
Expense								
60 - SALARY AND BENEFITS	$4,287,734	$30,314,473	14.14%	$26,026,739	$3,516,186	12.50%	$771,548	21.94%
72 - SUPPLIES & MATERIALS	265,053	4,383,310	6.05%	4,118,257	227,253	4.44%	37,801	16.63%
73 - CONTRACT & PROF SVCS	2,366,389	25,014,005	9.46%	22,647,616	1,695,393	7.17%	670,995	39.58%
74 - MAINT & REPAIR SVCS	211,776	2,210,942	9.58%	1,999,166	77,191	4.17%	134,584	174.35%
75 - UTILITIES	120,713	1,251,864	9.64%	1,131,151	91,947	7.55%	28,766	31.29%
76 - CAPITAL OUTLAY	2,614,216	28,255,889	9.25%	25,641,672	284,890	1.04%	2,329,326	817.62%
77 - DEBT SERVICES	0	2,020,481	0.00%	2,020,481	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	661,432	10,522,920	6.29%	9,861,488	1,022,441	12.80%	(361,009)	-35.31%
79 - OTHER FINANCING USES	44,077	3,814,774	1.16%	3,770,698	99,226	3.45%	(55,149)	-55.58%
Expense Total	**$10,571,390**	**$107,788,658**	**9.81%**	**$97,217,268**	**$7,014,527**	**6.99%**	**$3,556,863**	**50.71%**
Net Income (Loss)	**($3,301,937)**	**($24,755,466)**			**$3,464,023**			

001 - GENERAL FUND
AS OF NOVEMBER 30, 2023

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024 CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PRIOR YEAR - FY 2023 PY-YTD Actual	% of Revised Budget	COMPARISON Variance PY-YTD $$	YTD Variance %
Revenue								
50 - PROPERTY TAXES	$686,616	$1,226,115	$21,909,710	5.60%	$1,403,227	6.74%	($177,112)	-12.62%
51 - SALES & OTHER TAXES	0	5,467	10,251,648	0.05%	5,344	0.06%	123	2.30%
52 - PERMITS & LICENSES	60,667	129,686	647,500	20.03%	105,237	18.40%	24,449	23.23%
53 - FINES & FEES	13,295	40,500	350,100	11.57%	38,661	10.00%	1,840	4.76%
54 - INTERGOV REVENUES	224	450	347,861	0.13%	3,972	1.67%	(3,522)	-88.67%
55 - INTEREST	107,119	219,907	67,700	324.83%	112,700	166.47%	107,206	95.13%
56 - FRANCHISE FEE REV	0	0	1,755,000	0.00%	18,780	1.08%	(18,780)	-100.00%
57 - CHARGES FOR SERVICES	24,118	53,187	1,147,200	4.64%	197,493	17.63%	(144,306)	-73.07%
58 - TRANSFER FROM FUNDS	232,409	464,818	2,795,905	16.62%	482,549	16.61%	(17,731)	-3.67%
59 - OTHER SOURCES	17,584	20,630	448,250	4.60%	22,737	5.82%	(2,106)	-9.26%
Revenue Total	**$1,142,031**	**$2,160,760**	**$39,720,874**	**5.44%**	**$2,390,700**	**6.33%**	**($229,940)**	**-9.62%**
Expense								
60 - SALARY AND BENEFITS	$1,945,341	$3,805,079	$26,199,314	14.52%	$3,054,201	12.65%	$750,877	24.59%
72 - SUPPLIES & MATERIALS	59,795	95,237	2,139,365	4.45%	99,320	4.89%	(4,084)	-4.11%
73 - CONTRACT & PROF SVCS	368,999	519,949	7,729,406	6.73%	430,620	6.13%	89,330	20.74%
74 - MAINT & REPAIR SVCS	177,147	185,300	1,630,107	11.37%	50,204	3.62%	135,096	269.09%
75 - UTILITIES	76,698	110,596	981,857	11.26%	80,550	8.46%	30,047	37.30%
76 - CAPITAL OUTLAY	0	0	269,036	0.00%	121	0.08%	(121)	-100.00%
77 - DEBT SERVICES	0	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	71,060	142,119	1,141,418	12.45%	138,162	11.81%	3,958	2.86%
79 - OTHER FINANCING USES	4,003	18,301	492,882	3.71%	85,054	16.69%	(66,753)	-78.48%
Expense Total	**$2,703,043**	**$4,876,581**	**$40,583,385**	**12.02%**	**$3,938,232**	**10.53%**	**$938,350**	**23.83%**
Net Income (Loss)	**($1,561,012)**	**($2,715,822)**	**($862,511)**		**($1,547,532)**			

	ACTUAL	BUDGETED
UNAUDITED BEGINNING FUND BALANCE	**$ 14,516,508**	**$ 17,431,689**
ENDING FUND BALANCE	**$ 11,800,686**	**$ 16,569,178**

FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	40.8%
# of Days Coverage	149
Reserve Requirement $$ (60 Days)	$ 6,671,241
Reserve Requirement %	16.4%
Excess Reserves	**$ 9,897,937**

001 - GENERAL FUND
AS OF NOVEMBER 30, 2023

UNAUDITED REVENUES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
50 - PROPERTY TAXES								
501101 - CURRENT TAXES	$669,630	$1,170,409	$21,619,710	5.41%	$1,361,568	6.63%	(191,159)	-14.04%
501102 - DELINQUENT TAXES	16,979	55,670	145,000	38.39%	30,012	24.01%	25,658	85.49%
501103 - PENALTIES AND INTEREST	6	36	145,000	0.02%	11,647	8.63%	(11,611)	-99.69%
50 - PROPERTY TAXES Total	**$686,616**	**$1,226,115**	**$21,909,710**	**5.60%**	**$1,403,227**	**6.74%**	**($177,112)**	**-12.62%**
51 - SALES & OTHER TAXES								
501201 - STATE SALES TAX CITY PORTION	$0	$3,645	$6,768,432	0.05%	$3,563	0.06%	82	2.30%
501202 - SALES TAX PROPERTY TAX RELIEF	0	1,822	3,384,216	0.05%	1,781	0.06%	41	2.30%
501204 - ALCOHOLIC BEVERAGE TAX	0	0	99,000	0.00%	0	0.00%	0	0.00%
51 - SALES & OTHER TAXES Total	**$0**	**$5,467**	**$10,251,648**	**0.05%**	**$5,344**	**0.06%**	**$123**	**2.30%**
52 - PERMITS & LICENSES								
502101 - BUILDING PERMITS	$26,474	$64,288	$350,000	18.37%	$41,712	13.90%	22,576	54.12%
502102 - ELECTRICAL PERMITS	3,235	9,185	27,000	34.02%	6,875	34.38%	2,310	33.60%
502103 - SOLICITOR LICENSES	0	75	500	15.00%	0	0.00%	75	0.00%
502106 - SIGN PERMITS	3,600	4,800	18,000	26.67%	6,050	40.33%	(1,250)	-20.66%
502108 - HEALTH FOOD INSPECTION FEES	8,230	19,425	75,000	25.90%	27,765	39.66%	(8,340)	-30.04%
502109 - PLUMBING AND AC PERMITS	5,197	11,422	60,000	19.04%	14,250	25.91%	(2,828)	-19.85%
502111 - ZONING & SPEC USE PERMIT	0	1,750	12,000	14.58%	1,750	20.59%	0	0.00%
502114 - RENTAL PROPERTY REGISTRATION	5,750	10,175	55,000	18.50%	5,820	11.64%	4,355	74.83%
502120 - ALARM PERMITS	8,181	8,566	45,000	19.04%	1,015	2.03%	7,551	743.95%
502122 - POOL OR SPA INSPECTION FEE	0	0	5,000	0.00%	0	0.00%	0	0.00%
509607 - ANIMAL PERMITS	0	0	0	0.00%	0	0.00%	0	0.00%
52 - PERMITS & LICENSES Total	**$60,667**	**$129,686**	**$647,500**	**20.03%**	**$105,237**	**18.40%**	**$24,449**	**23.23%**
53 - FINES & FEES								
502107 - WRECKER AND STORAGE FEES	$0	$0	$0	0.00%	$0	0.00%	0	0.00%
502112 - EMS SVCS COST SETTLEMENT	0	0	0	0.00%	0	0.00%	0	0.00%
502113 - SMALL CELL/ NETWORK NODE FEES	0	0	0	0.00%	0	0.00%	0	0.00%
503101 - MUNICIPAL COURT FINES	10,749	32,777	275,000	11.92%	31,940	10.65%	837	2.62%
503102 - COURT RELATED FEES	2,212	6,372	60,000	10.62%	5,114	7.87%	1,258	24.60%
503103 - SCHOOL CROSSING FEES	108	610	2,500	24.38%	280	8.00%	330	117.81%
503201 - LIBRARY FINES	226	641	5,000	12.83%	1,176	39.20%	(535)	-45.47%
503301 - FALSE ALARM FINES	0	100	7,500	1.33%	150	1.00%	(50)	-33.33%
509609 - RETURN CHECK FEES	0	0	100	0.00%	0	0.00%	0	0.00%
53 - FINES & FEES Total	**$13,295**	**$40,500**	**$350,100**	**11.57%**	**$38,661**	**10.00%**	**$1,840**	**4.76%**

001 - GENERAL FUND
AS OF NOVEMBER 30, 2023

UNAUDITED REVENUES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
54 - INTERGOV REVENUES								
504102 - DISD SCHOOL CROSSING GUARDS	$0	$0	$50,310	0.00%	$0	0.00%	0	0.00%
504103 - DALLAS CNTY CROSSING GUARD REV	0	0	40,000	0.00%	3,838	9.60%	(3,838)	-100.00%
504109 - REIMB FOR REG EMERG MANAGER	0	0	147,551	0.00%	0	0.00%	0	0.00%
507105 - SENIOR MEAL DONATIONS	224	450	0	0.00%	134	0.00%	316	235.62%
508201 - FEDERAL GRANTS	0	0	0	0.00%	0	0.00%	0	0.00%
508203 - INTERGOV REIMBURSEMENT-CDBG	0	0	60,000	0.00%	0	0.00%	0	0.00%
508210 - INTERGOV REIMBURSEMNTS-CARE TM	0	0	50,000	0.00%	0	0.00%	0	0.00%
508101 - STATE GRANTS	0	0	0	0.00%	0	0.00%	0	0.00%
54 - INTERGOV REVENUES Total	**$224**	**$450**	**$347,861**	**0.13%**	**$3,972**	**1.67%**	**($3,522)**	**-88.67%**
55 - INTEREST								
505101 - INTEREST ON GOVT POOL INVEST	$8,357	$16,925	$1,700	995.59%	$10,213	600.74%	6,712	65.73%
505103 - CERT OF DEPOSIT INTEREST	14,419	32,130	36,000	89.25%	7,413	20.59%	24,717	333.42%
505106 - MONEY MARKET INTEREST	84,342	170,852	30,000	569.51%	95,074	316.91%	75,777	79.70%
55 - INTEREST Total	**$107,119**	**$219,907**	**$67,700**	**324.83%**	**$112,700**	**166.47%**	**$75,777**	**95.13%**
56 - FRANCHISE FEE REV						0.00%		
501301 - FRANCHISE FEE ELECTRIC	$0	$0	$1,150,000	0.00%	$0	0.00%	0	0.00%
501302 - FRANCHISE FEE GAS	0	0	390,000	0.00%	0	0.00%	0	0.00%
501303 - FRANCHISE FEE TELEPHONE	0	0	75,000	0.00%	18,780	22.90%	(18,780)	-100.00%
501304 - FRANCHISE FEE CABLE TV	0	0	140,000	0.00%	0	0.00%	0	0.00%
501306 - FRANCHISE VIDEO SERV	0	0	0	0.00%	0	0.00%	0	0.00%
56 - FRANCHISE FEE REV Total	**$0**	**$0**	**$1,755,000**	**0.00%**	**$18,780**	**1.08%**	**($18,780)**	**-100.00%**
57 - CHARGES FOR SERVICES								
502105 - EMERGENCY MEDICAL SERVICE	$0	$0	$900,000	0.00%	$159,520	18.77%	(159,520)	-100.00%
507102 - RECREATION FEES	17,961	41,056	200,000	20.53%	24,188	10.52%	16,868	69.74%
507104 - SENIOR CENTER ANNUAL USER FEE	150	630	2,200	28.64%	520	13.00%	110	21.15%
507106 - RECREATION CENTER CAMPS	0	0	0	0.00%	0	0.00%	0	0.00%
507107 - RECREATION CENTER CLASSES	2,299	5,160	16,000	32.25%	4,357	30.05%	803	18.43%
507108 - SPECIAL EVENTS	1,425	1,425	16,000	8.91%	2,250	18.75%	(825)	-36.67%
507109 - SENIOR CLASS/TRIPS	702	1,493	3,000	49.77%	1,041	57.83%	452	43.42%
509603 - LIBRARY SERVICE FEES	1,581	3,423	10,000	34.23%	4,110	51.38%	(688)	-16.73%
509622 - MOWING LIEN REIMBURSEMENTS	0	0	0	0.00%	1,506	0.00%	(1,506)	-100.00%
57 - CHARGES FOR SERVICES Total	**$24,118**	**$53,187**	**$1,147,200**	**4.64%**	**$197,493**	**17.63%**	**($144,306)**	**-73.07%**

001 - GENERAL FUND
AS OF NOVEMBER 30, 2023

UNAUDITED REVENUES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
58 - TRANSFER FROM FUNDS								
598002 - PILOT FEE TZ-CITY WWW UTILITY	$128,507	$257,014	$1,542,082	16.67%	$287,440	16.67%	(30,426)	-10.59%
599002 - TRANS FROM UTILITY FUND-002	88,783	177,566	1,065,393	16.67%	177,566	16.67%	0	0.00%
599005 - TRANS FROM DEBT FUND-005	0	0	0	0.00%	0	0.00%	0	0.00%
599010 - TRANS FROM HOTEL FUND-010	2,968	5,936	35,616	16.67%	5,211	16.67%	725	13.91%
599012 - TRANS FROM EDC FUND-012	12,151	24,302	145,814	16.67%	12,332	16.67%	11,970	97.07%
599019 - TRANS FROM SANITATION FND-019	0	0	0	0.00%	0	0.00%	0	0.00%
599031 - TRANS FROM TRAFFIC IMP FND-031	0	0	0	0.00%	0	0.00%	0	0.00%
599041 - TRANS FROM 1-TIME PROJ FND-041	0	0	0	0.00%	0	0.00%	0	0.00%
599230 - TRANS FROM JUVENILE FUND-230	0	0	7,000	0.00%	0	0.00%	0	0.00%
599757 - TRANS FROM EMERG MANG FND-757	0	0	0	0.00%	0	0.00%	0	0.00%
58 - TRANSFER FROM FUNDS Total	**$232,409**	**$464,818**	**$2,795,905**	**16.62%**	**$482,549**	**16.61%**	**($17,731)**	**-3.67%**
59 - OTHER SOURCES								
509101 - SALE OF FIXED ASSETS	$0	$0	$0	0.00%	$0	0.00%	0	0.00%
509102 - GAIN/ LOSS ON SALE FIXED ASSET	0	0	0	0.00%	0	0.00%	0	0.00%
509105 - SALE OF MATERIALS	0	0	3,750	0.00%	450	18.00%	(450)	-100.00%
509201 - INSURANCE RECOVERY	0	0	0	0.00%	0	0.00%	0	0.00%
509501 - COLLECTION OF BAD DEBTS	0	0	0	0.00%	0	0.00%	0	0.00%
509502 - MISCELLANEOUS WRITEOFFS	0	35	0	0.00%	0	0.00%	(35)	0.00%
509601 - MISCELLANEOUS REVENUE	2,309	4,067	100,000	4.07%	6,498	6.50%	(10,565)	-37.40%
509602 - CASH OVER AND SHORT	135	485	0	0.00%	514	0.00%	(999)	-5.58%
509604 - POLICE ACCIDENT REPORTS	1,070	1,317	3,500	37.63%	499	14.25%	(1,816)	163.98%
509606 - AUCTION PROCEEDS	0	0	0	0.00%	0	0.00%	0	0.00%
509611 - SCRAP METAL SALES	0	0	0	0.00%	0	0.00%	0	0.00%
509612 - CITY SERVICES REIMBURSEMENT	450	1,106	58,000	1.91%	1,554	2.68%	(2,660)	-28.79%
509613 - WORKERS COMP REIMBURSEMENT	0	0	45,000	0.00%	0	0.00%	0	0.00%
509614 - RENTAL OF TOWER	13,620	13,620	225,000	6.05%	13,223	6.82%	(26,843)	3.00%
509617 - LEASE INCOME-EON	0	0	0	0.00%	0	0.00%	0	0.00%
509618 - GAS WELL OIL REVENUE	0	0	13,000	0.00%	0	0.00%	0	0.00%
509623 - CLAIM REIMBURSEMENTS	0	0	0	0.00%	0	0.00%	0	0.00%
59 - OTHER SOURCES Total	**$17,584**	**$20,630**	**$448,250**	**4.60%**	**$22,737**	**5.82%**	**($43,367)**	**-9.26%**
Grand Total	**$1,142,031**	**$2,160,760**	**$39,720,874**	**5.44%**	**$2,390,700**	**6.33%**	**($229,940)**	**-9.62%**

001 - GENERAL FUND
AS OF NOVEMBER 30, 2023

UNAUDITED EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
0101 - GENERAL GOV. SERVICES DEPT.								
01011000 - MAYOR AND COUNCIL	$5,807	$10,202	$117,582	8.68%	$32,974	23.09%	(22,773)	-69.06%
01011020 - MAYOR	83	83	8,500	0.97%	2,635	31.00%	(2,553)	-96.87%
01011021 - DISTRICT 1	45	45	7,000	0.64%	935	13.35%	(890)	-95.19%
01011022 - DISTRICT 2	0	42	7,000	0.61%	968	13.83%	(926)	-95.62%
01011023 - DISTRICT 3	0	0	7,000	0.00%	1,869	26.70%	(1,869)	-100.00%
01011024 - DISTRICT 4	1,019	1,097	7,000	15.68%	2,312	33.03%	(1,215)	-52.54%
01011025 - DISTRICT 5	85	157	7,000	2.24%	957	13.67%	(800)	-83.59%
01011026 - DISTRICT AT LARGE	85	193	7,000	2.76%	1,042	14.88%	(849)	-81.47%
01011100 - CITY ADMINISTRATION	39,484	73,771	829,356	8.89%	113,291	12.90%	(39,520)	-34.88%
01011200 - CITY SECRETARY	16,671	27,719	379,408	7.31%	40,044	10.46%	(12,325)	-30.78%
01011300 - HUMAN RESOURCES	30,530	52,946	495,086	10.69%	63,893	13.22%	(10,947)	-17.13%
01011400 - INFO TECHNOLOGY	223,119	268,891	1,448,337	18.57%	110,289	9.82%	158,603	143.81%
01011500 - PUBLIC INFORMATION OFFICE	29,334	49,805	497,264	10.02%	30,435	11.47%	19,370	63.64%
01011600 - PUBLIC LIBRARY	76,142	129,036	1,123,899	11.48%	126,047	11.93%	2,989	2.37%
01011700 - CITY MARSHAL	7,706	12,737	120,107	10.61%	12,912	12.92%	(175)	-1.35%
0101 - GENERAL GOV. SERVICES DEPT. Total	**$430,110**	**$626,724**	**$5,061,539**	**12.38%**	**$540,603**	**12.06%**	**$86,122**	**15.93%**
0102 - FISCAL SERVICES DEPT.								
01022000 - ACCOUNTING & REPORTING	$161,714	$213,200	$922,122	23.12%	$117,453	15.01%	95,747	81.52%
01022300 - MUNICIPAL COURT	32,961	53,638	538,945	9.95%	48,897	9.89%	4,741	9.70%
01022500 - PROCUREMENT OFFICE	17,466	30,179	246,330	12.25%	29,459	13.26%	720	2.44%
0102 - FISCAL SERVICES DEPT. Total	**$212,140**	**$297,017**	**$1,707,397**	**17.40%**	**$195,809**	**13.07%**	**$101,208**	**51.69%**
0103 - NEIGHBORHOOD & PLANNING DEPT.								
01036100 - BUILDING INSPECTION	$40,009	$79,182	$575,513	13.76%	$41,758	8.29%	37,424	89.62%
01036401 - PLANNING SERVICES-CURRENT	13,712	22,957	197,080	11.65%	0	0.00%	22,957	0.00%
01036500 - NEIGHBORHOOD SERVICES	47,655	77,570	615,029	12.61%	66,309	10.51%	11,261	16.98%
01036580 - CDBG PROGRAM-NEIGHBORHOOD	6,367	11,343	84,388	13.44%	78	0.00%	11,264	14402.62%
0103 - NEIGHBORHOOD & PLANNING DEPT. Total	**$107,743**	**$191,052**	**$1,472,010**	**12.98%**	**$108,145**	**9.53%**	**$82,906**	**76.66%**
0104 - PARK AND RECREATION DEPT.								
01044000 - PARK & REC ADMINISTRATION	$21,188	$38,015	$290,023	13.11%	$36,779	13.60%	1,236	3.36%
01044100 - REC PROGRAM ADMIN	28,861	50,930	487,898	10.44%	50,730	11.12%	200	0.39%
01044101 - RECREATIONAL PROGRAMS	0	0	0	0.00%	0	0.00%	0	0.00%
01044200 - SPECIAL EVENTS ADMIN	26,043	26,765	331,833	8.07%	3,651	1.40%	23,114	633.09%
01044300 - ATHLETIC PROGRAMMING	21,301	42,361	453,123	9.35%	31,142	7.42%	11,219	36.03%
01044500 - HORTICULTURE	12,037	21,525	193,996	11.10%	11,321	6.23%	10,205	90.14%
01044600 - PARK GROUNDS MAINTENANCE	120,977	186,669	1,744,209	10.70%	46,023	3.11%	140,645	305.60%
01044900 - SENIOR CENTER	17,008	32,834	238,739	13.75%	28,953	13.05%	3,882	13.41%
01044901 - SENIOR CENTER CLASSES	0	0	0	0.00%	0	0.00%	0	0.00%
01044911 - SENIOR CENTER TRIPS	0	0	0	0.00%	0	0.00%	0	0.00%
0104 - PARK AND RECREATION DEPT. Total	**$247,415**	**$399,098**	**$3,739,820**	**10.67%**	**$208,598**	**6.34%**	**$190,501**	**91.32%**

001 - GENERAL FUND
AS OF NOVEMBER 30, 2023

UNAUDITED EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
0105 - POLICE SERVICES DEPT.								
01055000 - POLICE ADMINISTRATION	$57,090	$101,108	$2,507,292	4.03%	$295,449	13.12%	(194,341)	-65.78%
01055100 - PATROL	477,351	780,480	5,693,004	13.71%	674,502	13.15%	105,978	15.71%
01055200 - CRIMINAL INVESTIGATION	119,124	197,267	1,642,102	12.01%	213,016	13.49%	(15,749)	-7.39%
01055300 - ANIMAL CONTROL	40,155	78,637	577,993	13.61%	52,558	9.74%	26,079	49.62%
01055400 - SCHOOL GUARDS	11,095	16,485	100,620	16.38%	19,728	22.36%	(3,242)	-16.44%
01055500 - CRIME PREVENTION	13,064	21,754	168,083	12.94%	23,524	15.21%	(1,770)	-7.52%
01055600 - SWAT ORG	2,549	4,084	146,049	2.80%	12,335	11.83%	(8,251)	-66.89%
01055700 - RECORDS	28,990	51,465	378,642	13.59%	45,585	12.79%	5,880	12.90%
01055900 - POLICE SPECIAL SERVICES	20,193	35,553	415,254	8.56%	44,718	10.91%	(9,166)	-20.50%
0105 - POLICE SERVICES DEPT. Total	**$769,611**	**$1,286,834**	**$11,629,039**	**11.07%**	**$1,381,415**	**13.01%**	**($94,581)**	**-6.85%**
0106 - PUBLIC WORKS DEPT.								
01066000 - PUBLIC WORKS ENGINEERING/ADMIN	$37,746	$65,301	$621,263	10.51%	$62,019	9.99%	3,282	5.29%
01066200 - STREET MAINTENANCE	108,896	158,993	3,452,237	4.61%	166,006	4.69%	(7,013)	-4.22%
01066300 - TRAFFIC OPERATIONS	29,676	53,221	1,110,552	4.79%	60,180	5.60%	(6,959)	-11.56%
01066700 - EQUIPMENT SERVICES	34,589	78,044	1,340,941	5.82%	89,640	7.17%	(11,596)	-12.94%
01066800 - BUILDING MAINTENANCE	58,342	95,482	979,330	9.75%	74,724	8.29%	20,758	27.78%
0106 - PUBLIC WORKS DEPT. Total	**$269,248**	**$451,041**	**$7,504,322**	**6.01%**	**$452,568**	**6.13%**	**($1,527)**	**-0.34%**
0107 - FIRE SERVICES DEPT.								
01077000 - FIRE ADMINISTRATION	$39,437	$79,995	$673,422	11.88%	$76,804	10.73%	3,191	4.16%
01077100 - FIRE PREVENTION	24,278	42,570	355,291	11.98%	26,609	8.81%	15,961	59.99%
01077200 - FIRE SUPPRESSION	431,563	734,471	5,132,258	14.31%	672,736	14.80%	61,735	9.18%
01077300 - ADVANCED LIFE SUPPORT	112,154	203,147	1,808,383	11.23%	182,238	9.95%	20,909	11.47%
01077500 - EMERGENCY MANAGEMENT ADMIN	9,471	16,740	197,229	8.49%	17,445	12.52%	(705)	-4.04%
0107 - FIRE SERVICES DEPT. Total	**$616,904**	**$1,076,923**	**$8,166,583**	**13.19%**	**$975,831**	**12.95%**	**$101,092**	**10.36%**
0108 - NON-DEPARTMENTAL								
01088000 - GENERAL NON DEPARTMENTAL	$49,871	$547,892	$1,152,883	47.52%	$50,682	4.00%	497,210	981.03%
0108 - NON-DEPARTMENTAL Total	**$49,871**	**$547,892**	**$1,152,883**	**47.52%**	**$50,682**	**4.00%**	**$497,210**	**981.03%**
0109 - USE OF FUND BALANCE								
01099000 - USE OF FUND BALANCE	$0	$0	$149,791	0.00%	$0	0.00%	0	0.00%
0109 - USE OF FUND BALANCE Total	**$0**	**$0**	**$149,791**	**0.00%**	**$0**	**0.00%**	**$0**	**0.00%**
Grand Total	**$2,703,043**	**$4,876,581**	**$40,583,385**	**12.02%**	**$3,913,652**	**10.52%**	**$962,930**	**24.60%**

002 - WATER/SEWER UTILITY FUND
AS OF NOVEMBER 30, 2023

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
53 - FINES & FEES	$1,505	$1,505	$4,000	37.63%	$725	18.11%	$781	107.73%
54 - INTERGOV REVENUES	0	0	600	0.00%	0	0.00%	0	0.00%
55 - INTEREST	34,229	100,813	17,100	589.55%	826	4.83%	99,987	12098.04%
57 - CHARGES FOR SERVICES	1,697,990	3,452,000	21,061,642	16.39%	1,819,872	9.51%	1,632,128	89.68%
59 - OTHER SOURCES	3,629	3,629	70,777	5.13%	16,287	23.01%	(12,658)	-77.72%
Revenue Total	**$1,737,352**	**$3,557,947**	**$21,154,119**	**16.82%**	**$1,837,710**	**9.56%**	**$1,720,237**	**93.61%**
Expense								
60 - SALARY AND BENEFITS	$163,135	$284,498	$2,351,735	12.10%	$277,001	12.28%	$7,497	2.71%
72 - SUPPLIES & MATERIALS	1,178	5,142	705,528	0.73%	34,747	5.04%	(29,605)	-85.20%
73 - CONTRACT & PROF SVCS	56,910	891,978	10,141,222	8.80%	682,692	6.98%	209,286	30.66%
74 - MAINT & REPAIR SVCS	21,741	21,741	391,900	5.55%	25,838	7.75%	(4,097)	-15.86%
75 - UTILITIES	764	1,460	124,220	1.18%	388	0.32%	1,072	276.13%
76 - CAPITAL OUTLAY	0	0	0	0.00%	0	0.00%	0	0.00%
77 - DEBT SERVICES	0	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	241,916	483,833	8,422,998	5.74%	658,427	10.98%	(174,594)	-26.52%
79 - OTHER FINANCING USES	0	0	14,450	0.00%	680	3.41%	(680)	-100.00%
Expense Total	**$485,645**	**$1,688,652**	**$22,152,053**	**7.62%**	**$1,679,773**	**8.75%**	**$8,880**	**0.53%**
Net Income (Loss)	**$1,251,707**	**$1,869,294**	**$997,934**		**$157,937**			

	ACTUAL	BUDGETED
UNAUDITED BEGINNING FUND BALANCE	**$ 10,984,191**	**$ 10,760,534**
ENDING FUND BALANCE	**$ 12,853,486**	**$ 9,762,600**

FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	44.1%
# of Days Coverage	161
Reserve Requirement $$ (60 Days)	$ 3,641,433
Reserve Requirement %	16.4%
Excess Reserves	**$ 6,121,166**

UTILITY CIP FUNDS
AS OF NOVEMBER 30, 2023

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
017 - UTILITY CAPITAL PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$5,149,340	0.00%	$0	0.00%	$0	0.00%
Expense	$11,133	$7,817,577	0.14%	$220,821	3.58%	($209,688)	-94.96%
Net Income (Loss)	**$11,133**	**$2,668,237**		**($220,821)**			
UNAUDITED BEGINNING FUND BALANCE	**$ 2,893,768**						
ENDING FUND BALANCE	**$ 2,882,635**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
018 - UTILITY METER REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$500,000	0.00%	$166,667	16.67%	($166,667)	-100.00%
Expense	$0	$0	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$0**	**$500,000**		**$166,667**			
UNAUDITED BEGINNING FUND BALANCE	**$ 1,000,000**						
ENDING FUND BALANCE	**$ 1,000,000**						

010 - HOTEL TAX FUND
AS OF NOVEMBER 30, 2023

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
51 - SALES & OTHER TAXES	$15,607	$15,607	$893,000	1.75%	$109,794	12.32%	(94,187)	85.79%
55 - INTEREST	0	0	500	0.00%	0	0.00%	0	0.00%
59 - OTHER SOURCES	0	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	$15,607	$15,607	$893,500	1.75%	$109,794	12.32%	($94,187)	85.79%
Expense								
60 - SALARY AND BENEFITS	$7,098	$12,419	$93,654	13.26%	$829	0.99%	11,591	1398.90%
72 - SUPPLIES & MATERIALS	0	0	5,150	0.00%	0	0.00%	0	0.00%
73 - CONTRACT & PROF SVCS	51,400	129,228	700,264	18.45%	(4,107)	-0.58%	133,336	3246.42%
78 - TRANSFER TO FUNDS	2,968	8,904	35,616	25.00%	5,211	16.67%	3,693	70.86%
79 - OTHER FINANCING USES	0	0	3,795	0.00%	0	0.00%	0	0.00%
Expense Total	$61,466	$150,552	$838,479	17.96%	$1,933	0.23%	$148,619	7689.58%
Net Income (Loss)	**($45,859)**	**($134,944)**	**$55,021**		**($107,861)**			

UNAUDITED BEGINNING FUND BALANCE	**$ 3,925,499**
ENDING FUND BALANCE	**$ 3,790,555**

012 - ECONOMIC DEVELOPMENT
AS OF NOVEMBER 30, 2023

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	**CY Month Actual**	**YTD Actual**	**Revised Budget**	**% of Revised Budget**	**PY-YTD Actual**	**% of Revised Budget**	**Variance PY-YTD $$**	**YTD Variance %**
Revenue								
51 - SALES & OTHER TAXES	$0	$1,822	$3,384,216	0.05%	$1,781	0.06%	41	100.00%
55 - INTEREST	6,420	17,637	0	0.00%	0	0.00%	17,637	0.00%
59 - OTHER SOURCES	0	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$6,420**	**$19,459**	**$3,384,216**	**0.57%**	**$1,781**	**0.06%**	**$17,678**	**992.34%**
Expense								
60 - SALARY AND BENEFITS	$35,380	$61,346	$562,735	10.90%	$52,939	11.65%	8,407	15.88%
72 - SUPPLIES & MATERIALS	1,245	1,245	81,609	1.53%	33,487	45.42%	(32,242)	-96.28%
73 - CONTRACT & PROF SVCS	2,807	7,873	550,201	1.43%	9,244	3.07%	(1,371)	-14.83%
74 - MAINT & REPAIR SVCS	3,126	3,126	85,600	3.65%	(100)	-0.15%	3,226	-3221.98%
75 - UTILITIES	1,067	4,909	23,200	21.16%	1,873	8.88%	3,036	162.10%
76 - CAPITAL OUTLAY	0	0	100,000	0.00%	0	0.00%	0	0.00%
77 - DEBT SERVICES	0	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	12,972	37,566	694,283	5.41%	12,966	2.12%	24,599	189.72%
79 - OTHER FINANCING USES	0	6,240	2,388,770	0.26%	1,674	0.07%	4,566	272.78%
Expense Total	**$56,597**	**$122,306**	**$4,486,398**	**2.73%**	**$112,083**	**2.96%**	**$10,222**	**9.12%**
Net Income (Loss)	**($50,177)**	**($102,847)**	**($1,102,182)**		**($110,302)**			

UNAUDITED BEGINNING FUND BALANCE	**$ 6,847,513**
ENDING FUND BALANCE	**$ 6,744,666**

015 - DRAINAGE FUND
AS OF NOVEMBER 30, 2023

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
55 - INTEREST	$0	$0	$200	0.00%	$0	0.00%	0	0.00%
57 - CHARGES FOR SERVICES	45,186	85,624	780,000	10.98%	44,588	5.72%	41,035	92.03%
59 - OTHER SOURCES	0	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$45,186**	**$85,624**	**$780,200**	**10.97%**	**$44,588**	**5.71%**	**$41,035**	**92.03%**
Expense								
60 - SALARY AND BENEFITS	$0	$1,726	$146,942	1.17%	$2,099	1.57%	(374)	-17.79%
72 - SUPPLIES & MATERIALS	0	269	20,415	1.32%	0	0.00%	269	0.00%
73 - CONTRACT & PROF SVCS	40	40	388,653	0.01%	9,591	6.92%	(9,551)	-99.58%
74 - MAINT & REPAIR SVCS	0	0	8,000	0.00%	0	0.00%	0	0.00%
75 - UTILITIES	18	34	168	20.06%	14	8.33%	20	140.71%
76 - CAPITAL OUTLAY	84,108	84,108	1,918,985	4.38%	0	0.00%	84,108	0.00%
78 - TRANSFER TO FUNDS	0	0	0	0.00%	0	0.00%	0	0.00%
79 - OTHER FINANCING USES	0	0	6,760	0.00%	0	0.00%	0	0.00%
Expense Total	**$84,166**	**$86,177**	**$2,489,923**	**3.46%**	**$11,705**	**0.68%**	**$74,472**	**636.25%**
Net Income (Loss)	**($38,980)**	**($553)**	**($1,709,723)**		**$32,883**			

UNAUDITED BEGINNING FUND BALANCE	**$**	**1,978,142**
ENDING FUND BALANCE	**$**	**1,977,589**

019 - SANITATION FUND
AS OF NOVEMBER 30, 2023

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
55 - INTEREST	$0	$0	$500	0.00%	$0	0.00%	0	0.00%
56 - FRANCHISE FEE REV	0	0	230,000	0.00%	26,994	12.27%	(26,994)	-100.00%
57 - CHARGES FOR SERVICES	340,499	680,922	4,456,118	15.28%	346,367	7.69%	334,554	96.59%
59 - OTHER SOURCES	0	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$340,499**	**$680,922**	**$4,686,618**	**14.53%**	**$373,361**	**7.90%**	**$307,560**	**82.38%**
Expense						0.00%		0.00%
60 - SALARY AND BENEFITS	$23,738	$44,808	$312,081	14.36%	$38,522	13.57%	6,286	16.32%
72 - SUPPLIES & MATERIALS	311	662	17,573	3.77%	109	0.68%	553	507.20%
73 - CONTRACT & PROF SVCS	359,688	359,993	4,092,557	8.80%	81,937	1.94%	278,056	339.35%
74 - MAINT & REPAIR SVCS	0	0	10,000	0.00%	10	0.16%	(10)	-100.00%
75 - UTILITIES	61	61	356	17.08%	52	14.66%	9	16.50%
76 - CAPITAL OUTLAY	0	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	1,475	1,475	217,705	0.68%	1,771	1.10%	(295)	-16.67%
79 - OTHER FINANCING USES	0	0	600	0.00%	367	25.34%	(367)	-100.00%
Expense Total	**$385,274**	**$406,999**	**$4,650,872**	**8.75%**	**$122,768**	**2.61%**	**$284,232**	**231.52%**
Net Income (Loss)	**$44,775**	**$273,922**	**$35,746**		**$250,594**			

	ACTUAL	BUDGETED
UNAUDITED BEGINNING FUND BALANCE	**$ 589,025**	**$ 635,552**
ENDING FUND BALANCE	**$ 862,947**	**$ 671,297**

FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	14.4%
# of Days Coverage	53
Reserve Requirement $$ (60 Days)	$ 764,527
Reserve Requirement %	16.4%
Excess Reserves	**$ (93,230)**

456 - FIELDHOUSE
AS OF NOVEMBER 30, 2023

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
53 - FINES & FEES	$0	$0	$0	0.00%	$0	0.00%	0	0.00%
57 - CHARGES FOR SERVICES	39,265	87,038	1,387,500	6.27%	93,489	6.85%	(6,451)	-6.90%
58 - TRANSFER FROM FUNDS	0	0	538,625	0.00%	0	0.00%	0	0.00%
59 - OTHER SOURCES	4,247	6,758	170,500	3.96%	60,554	45.62%	(53,796)	-88.84%
Revenue Total	**$43,512**	**$93,796**	**$2,096,625**	**4.47%**	**$154,043**	**7.58%**	**($60,247)**	**-39.11%**
Expense								
60 - SALARY AND BENEFITS	$42,267	$72,608	$573,012	12.67%	$70,121	12.48%	2,487	3.55%
72 - SUPPLIES & MATERIALS	15,014	15,328	292,354	5.24%	25,407	9.42%	(10,079)	-39.67%
73 - CONTRACT & PROF SVCS	21,364	26,385	445,774	5.92%	23,753	5.74%	2,632	11.08%
74 - MAINT & REPAIR SVCS	1,608	1,608	44,754	3.59%	1,239	2.40%	368	29.72%
75 - UTILITIES	1,392	3,653	118,564	3.08%	9,070	7.73%	(5,417)	-59.73%
76 - CAPITAL OUTLAY	0	0	0	0.00%	0	0.00%	0	0.00%
77 - DEBT SERVICES	0	0	539,125	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	325	650	3,900	16.67%	0	0.00%	650	0.00%
79 - OTHER FINANCING USES	0	36	2,450	1.46%	0	0.00%	36	0.00%
Expense Total	**$81,969**	**$120,266**	**$2,019,933**	**5.95%**	**$129,590**	**6.61%**	**$36**	**-7.19%**
Net Income (Loss)	**($38,458)**	**($26,470)**	**$76,692**		**$24,454**			

UNAUDITED BEGINNING FUND BALANCE	**$**	**(1,808,716)**
ENDING FUND BALANCE	**$**	**(1,835,186)**

SPECIAL REVENUE FUNDS
AS OF NOVEMBER 30, 2023

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
008 - COMPREHENSIVE SELF INSURANCE	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$93,257	$560,525	16.64%	$78,008	16.66%	$15,248	19.55%
Expense	$433,832	$585,000	74.16%	$472,179	66.39%	($38,347)	-8.12%
Net Income (Loss)	**($340,575)**	**($24,475)**		**($394,171)**			

UNAUDITED BEGINNING FUND BALANCE	$	**538,466**
ENDING FUND BALANCE	$	**197,891**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
013 - GRANTS AND DONATIONS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$37,285	$413,865	9.01%	$39,454	19.73%	($2,170)	-5.50%
Expense	$2,360	$493,294	0.48%	$3,883	1.76%	($1,522)	-39.21%
Net Income (Loss)	**$34,924**	**($79,429)**		**$35,571**			

UNAUDITED BEGINNING FUND BALANCE	$	**206,482**
ENDING FUND BALANCE	$	**241,406**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
033 - TAX INCREMENT FINANCING FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$96,958	0.00%	$0	0.00%	$0	0.00%
Expense	$0	$82,250	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$0**	**$14,708**		**$0**			

UNAUDITED BEGINNING FUND BALANCE	$	**509,934**
ENDING FUND BALANCE	$	**509,934**

SPECIAL REVENUE FUNDS
AS OF NOVEMBER 30, 2023

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
041 - ONE TIME PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$0	0.00%	$0	0.00%	$0	0.00%
Expense	$190,375	$1,001,826	19.00%	$32,277	322.77%	$158,098	489.81%
Net Income (Loss)	**$190,375**	**$1,001,826**		**$32,277**			
UNAUDITED BEGINNING FUND BALANCE	**$ 1,068,452**						
ENDING FUND BALANCE	**$ 878,077**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
050 - ASSET FORFEITURE	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$49,710	$36,800	135.08%	$151,474	0.00%	($101,764)	-67.18%
Expense	$19,500	$820,036	2.38%	$220,318	155.74%	($200,818)	-91.15%
Net Income (Loss)	**$30,210**	**($783,236)**		**($68,844)**			
UNAUDITED BEGINNING FUND BALANCE	**$ 864,078**						
ENDING FUND BALANCE	**$ 894,288**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
758 - AMERICAN RESCUE PLAN	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$33,391	$0	0.00%	$4,823,143	0.00%	($4,789,752)	-99.31%
Expense	$495,692	$3,791,825	13.07%	$18,620	0.47%	$477,073	2562.18%
Net Income (Loss)	**($462,301)**	**($3,791,825)**		**$4,804,524**			
UNAUDITED BEGINNING FUND BALANCE	**$ 4,219,600**						
ENDING FUND BALANCE	**$ 3,757,298**						

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF NOVEMBER 30, 2023

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
005 - DEBT SERVICE FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$113,949	$1,484,215	7.68%	$58,391	6.81%	$55,558	95.15%
Expense	$0	$1,481,356	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$113,949**	**$2,858**		**$58,391**			

UNAUDITED BEGINNING FUND BALANCE	**$ 431,515**
ENDING FUND BALANCE	**$ 545,464**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
020 - STREET CIP	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$190,000	0.00%	$0	0.00%	$0	0.00%
Expense	$0	$1,364,685	0.00%	$6,025	0.96%	($6,025)	-100.00%
Net Income (Loss)	**$0**	**($1,174,685)**		**($6,025)**			

UNAUDITED BEGINNING FUND BALANCE	**$ 1,174,685**
ENDING FUND BALANCE	**$ 1,174,685**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
024 - PARK CAPITAL IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$750,000	0.00%	$0	0.00%	$0	0.00%
Expense	$873,773	$6,084,053	16.38%	$0	0.00%	$873,773	0.00%
Net Income (Loss)	**$873,773**	**($5,334,053)**		**$0**			

UNAUDITED BEGINNING FUND BALANCE	**$ 5,334,053**
ENDING FUND BALANCE	**$ 4,460,280**

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF NOVEMBER 30, 2023

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
025 - ALLEY IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$200,000	0.00%	$0	0.00%	$0	0.00%
Expense	$74,981	$405,294	18.50%	$0	0.00%	$74,981	0.00%
Net Income (Loss)	**$74,981**	**($205,294)**		**$0**			

UNAUDITED BEGINNING FUND BALANCE	**$ 432,631**
ENDING FUND BALANCE	**$ 357,650**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
026 - CAPITAL IMPROVEMENT PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$127,760	$0	0.00%	$78,568	78.57%	$0	0.00%
Expense	$961	$4,090,069	0.02%	$28,252	0.29%	($27,291)	-96.60%
Net Income (Loss)	**$126,799**	**($4,090,069)**		**$50,317**			

UNAUDITED BEGINNING FUND BALANCE	**$ 7,399,884**
ENDING FUND BALANCE	**$ 7,526,683**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
401 - FURNITURE REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$40,000	0.00%	$0	0.00%	$0	0.00%
Expense	$0	$69,000	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$0**	**($29,000)**		**$0**			

UNAUDITED BEGINNING FUND BALANCE	**$ 57,571**
ENDING FUND BALANCE	**$ 57,571**

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF NOVEMBER 30, 2023

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
410 - IT REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$26,202	$154,929	16.91%	$0	0.00%	$0	0.00%
Expense	$0	$352,700	0.00%	$15,547	10.86%	($15,547)	-100.00%
Net Income (Loss)	**$26,202**	**($197,771)**		**$15,547**			
UNAUDITED BEGINNING FUND BALANCE	**$ 228,595**						
ENDING FUND BALANCE	**$ 254,797**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
415 - FLEET REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$85,207	$1,022,480	8.33%	$167,321	16.65%	$0	0.00%
Expense	$1,030,364	$2,023,884	50.91%	$0	0.00%	$1,030,364	100.00%
Net Income (Loss)	**($945,158)**	**($1,001,404)**		**$167,321**			
UNAUDITED BEGINNING FUND BALANCE	**$ 2,858,187**						
ENDING FUND BALANCE	**$ 1,913,029**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
420 - SWAT REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$75,000	0.00%	$0	0.00%	$0	0.00%
Expense	$0	$75,322	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**($0)**	**($322)**		**$0**			
UNAUDITED BEGINNING FUND BALANCE	**$ -**						
ENDING FUND BALANCE	**$ -**						

CAPITAL BOND PROJECTS - CONSOLIDATED AS OF NOVEMBER 30, 2023

	Project Information	Revenue Sources							Project Budget				Actuals				
	DESCRIPTION	Bond Allocation	Utility CIP (017)	One-Time Project (041)	ARPA (758)	General Fund (001)	Grant	Total Revenue Sources	Design	Construction	Other Amounts	Total Project Budget	PYs Actual	FY2024 YTD	Project to Date Actuals	Total Remaining Balance	Status
1	Fire Station 1	$6,000,000	$0	$1,034,736	$3,878,448	$52,000	$0	$10,965,184	$722,630	$7,857,835	$2,657,187	$11,237,652	$8,510,046	$378,550	$8,888,596	$2,076,588	End of January 2024 estimated construction completion
2	Service Center Renovation	$2,400,000						$2,400,000	$208,000		$9,200	$217,200	$202,800		$202,800	$2,197,200	Design Complete. Project on hold. Revisit after Facility Assessment.
3	Danieldale Road Reconstruction	$3,100,000	$4,679,887					$7,779,887	$494,210	$7,212,404	$66,000	$7,772,614	$7,299,358	$961	$7,300,319	$479,568	Substantially complete - landscaping remaining
4	Cedar Ridge Road Reconstruction	$2,000,000	$3,300,000					$5,300,000	$458,050	$4,771,000	$43,000	$5,272,050	$184,617		$184,617	$1,815,383	30% Design Complete
5	Main Street - $1,500,000 allocated	$1,500,000						$1,500,000				$0			$0		Reallocate funds to Cedar Ridge? Revisit project ideas?
6	Rotary Park Parking Lot (COMPLETE)	$50,000						$50,000		$17,405		$17,405	$17,405		$17,405	$0	COMPLETE
7	Lakeside Park Pavillion (COMPLETE)	$400,000						$400,000		$392,931		$392,931	$392,931		$392,931	$0	COMPLETE
8	Armstrong Park/Splashpad	$2,250,000					$750,000	$3,000,000	$194,000	$2,826,213		$3,020,213	$615,917	$873,773	$1,489,690	$1,530,522	Estimated Completion - March 2024
9	Harrington Park - including Pavilion and Waterview bridge (Trails)	$2,900,000						$2,900,000	$317,560	$5,670,000		$5,987,560	$194,948		$194,948	$2,705,052	Design Complete. Awaiting direction on funds. Can be broken into 3 phases. There are enough funds for Phase 1 (Concessions and Restrooms); Phase 2 is parking lot/pavillion; Phase 3 is bridge connecting Waterview Park and Harrington
10	City-wide Trails	$1,000,000						$1,000,000		$1,000,000		$1,000,000	$67,278		$67,278	$932,723	Project options given. Awaiting Council/Community direction.
	TOTAL PROJECTS BUDGET	**$21,600,000**						**$35,295,071**	**$2,394,450**	**$29,747,788**	**$2,775,387**	**$34,917,625**	**$17,485,300**	**$1,253,284**	**$18,738,584**	**$11,737,036**	

DRAINAGE PROJECTS (FUND 015) AT NOVEMBER 30, 2023

	Project and Vendor Information			Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Project Account	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	Ten Mile Creek - Erosion/Drainage	B&N (3220011)	15050000-708102-TENMC	165,060	1,567,842		$1,732,902	106,044		106,044	1,626,858	Construction Phase - Awarded 11/21/23 Meeting
2	Cherry Street/Center Phase 1 - Reconstruction w/ Drainage	IEA (3210067)	PWAL00003-15050000-708102	5,000	95,128		$100,128	2,340	84,108	86,448	13,680	In Construction - On Hold for Oncor to make Powerline improvements
3	Swan Ridge - Birdwood	SYB Const (3230195)	DR2301-15050000-708102		264,260		$264,260	195,682		195,682	68,578	Estimated March 2024 completion - on
4	Lakeside Park - Culvert	IEA (3230194)	PWDR00004-15050000-708102	45,190			$45,190	39,430		39,430	5,760	Design Complete - Construction estimated FY 2025
5	Drainage Assessment - Master Plan/Study	unassigned	unassigned				$250,000				250,000	Not Started
6	Drainage Improvements - Bridges	unassigned	unassigned				$120,000				120,000	Not Started
	TOTALS						**$2,512,480**	**$343,496**	**$84,108**	**$427,604**	**$2,084,876**	

UTILITY CIP PROJECTS (FUND 017) AT NOVEMBER 30, 2023

	Project and Vendor Information			Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Project Account	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	Swan Ridge (W/ Drainage + Streets)	Burgess/Niple (3210043) SYB Construction (3230182)	PWWR00016-171000000-708102 PWWW00015-17400000-708102	55,485	1,540,773	47,139	$1,643,397	886,493	11,133	$ 897,626	$ 745,771	In Construction - estimated March 2024 completion
2	Wren and Oriole Avenue Aerial	Dunaway (3210098) Texas Standard Const.	PWWR00019-1710000-708102	70,035	1,209,137		$1,279,172	58,518		$ 58,518	$ 1,220,655	Construction awarded 11-21-23
3	Danieldale Road Reconstruction (UT Portion)	Dunaway (3200023) Pavecon (3210057) Teams Consultants (2300161)	PWWR00011	297,564	4,245,132	137,195	$4,679,891	4,645,268		$ 4,645,268	$ 34,623	Substantially Complete - Landscaping
4	Cedar Ridge Road Reconstruction (UT Portion)	Dunaway (3210094)	26010000-708102-RIDGE	157,367	1,000,000		$1,157,367	87,707		$ 87,707	$ 1,069,661	In Design - 30% complete
5	Summit Pump House - Rehab - Generator	Dunaway (3210099) Texan Electric Co. (3230221)	1710000-700883-GRGEN; PWWR00012	75,538	579,469		$655,007	68,138		$ 68,138	$ 586,869	Construction Awarded 10-17-23
6	FY 22 Pipebursting	Vortex (3220025)	17400000-708102-PBU22		999,996		$999,996	948,786		$ 948,786	$ 51,210	Ongoing
7	Danieldale Ground Storage	RJN (3200037) Nova (3210059)	PWWR00002	312,386	2,260,137		$2,572,523	2,365,945		$ 2,365,945	$ 206,577	Complete - Awaiting Final Invoice
8	North Main Pump - Chlorine Injector/Mixer	Dunaway (3210029)	PWWR00018 - 1710000-708102	48,624	208,116		$256,740	40,814		$ 40,814	$ 215,926	Construction - Deferrred to FY25
9	SCADA Replacement	Prime Controls (3230218)	PW-2024001 - 1710000-708102		480,000		$480,000	-		$ -	$ 480,000	Started - Estimated 12-2024 Completion
10	FY 23 Pipebursting	Vortex Turnkey (#2300478)	PW-2023002-17100000-708102		448,265		$448,265	434,384		$ 434,384	$ 13,881	Ongoing
11	Softwood Sewer Aerial	Dunaway (3230100)	17100000-708102-WS326	84,800	700,000		$784,800	67,520		$ 67,520	$ 717,280	Design Complete - out for bid
12	Harrington Aerial - Stewart Branch	Dunaway (unassigned)	PW-2024002-17100000-708102	76,560	200,000		$276,560			$ -	$ 276,560	In Design

UTILITY CIP PROJECTS (FUND 017) AT NOVEMBER 30, 2023

	Project and Vendor Information			Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Project Account	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
13	Lead Service Line Replacements Inventory		PW-2024003-1710000-700450			905,400	$905,400			$ -	$ 905,400	Reviewing RFQs
14	Beaver Creek - Pipebursting		PW-2024004-17100000-708102		675,000		$675,000			$ -	$ 675,000	Not Started
15	Loopline @ Fire Station		PW-2024005-17100000-708102	50,000			$50,000	-		$ -	$ -	Moved to FY2025
16	Hill City - Steger	Burgess/Niple (3210095)	17100000-708102-STEGE	35,700			$35,700	27,800		$ 27,800	$ -	Moved to FY2025
17	Pressue Plan Valves		PW-2024006-17100000-708102		120,000		$120,000	-		$ -	$ 120,000	Not Started
18	Cockrell Hill Rd.	Criado & Associates (3210032)	PWWR00009-1710000-708102	128,468			$128,468	114,394		$ 114,394	$ -	Moved to FY2025
19	Siphon @ Wheatland		PW-2024007-17100000-708102		250,000		$250,000	-		$ -	$ 250,000	Not Started
	TOTALS						**$17,398,285**	**$9,745,766**	**$11,133**	**$9,756,899**	**$7,569,412**	

STREET AND SIDEWALK PROJECTS (FUND 020) AT NOVEMBER 30, 2023

	Project and Vendor Information			Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Project Account	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	US 67 - Landscape + Monument Signage	Westwood Professionals (3200044, 3200161, 3210060) Team Consultants (PO# 2300150, 2220060)	PWST00014-2010000-708102 PWST00011-2010000-708102 OTPW00004 (Closed) PWST00002	269,045	172,546	12,740	$454,331	274,013		$274,013	$180,318	Complete - Awaiting Cedar Hill to invoice
2	Swan Ridge Reconstruction (w/Utilities)	Burgess & Niples (3210043) SYB Construction (3230182)	PWST00009-2010000-708102	46,685	842,847		$889,532	243,629		$243,629	$645,903	In Construction - March 2024 estimated completion
3	Sidewalks Oriole Blvd. - includes CDBG Grant	Dunaway Associates (3210106)	PWST00013-2010000-708102	11,500	650,000		$11,500	11,500		$11,500	$650,000	Going out for Bid
4	BNSF Main/Davis Sidewalks	IEA (3210079) BNSF Railway (3220119)	2010000-708102-ST325 PWST00012-DESIGN	26,825	60,885		$87,710	62,937		$62,937	$24,773	Complete - Awaiting final invoice
	TOTALS						**$1,443,073**	**$592,079**	**$0**	**$592,079**	**$1,500,994**	

ALLEY PROJECTS (FUND 025) AT NOVEMBER 30, 2023

	Project and Vendor Information			Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Project Account	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	Cherry Street/Center Phase 1 - Reconstruction w/ Drainage	IEA (3210067) CCGMG (3230195)	PWAL00003-25100000-708102/708103	64,817	339,369		$404,186	50,739	74,981	125,720	278,466	In Construction
2	Cherry Street/Center Phase 2 - Reconstruction w/ Drainage	IEA (3230106)	PW-2023004 -25100000-708102	94,582			$94,582	64,216		64,216	30,366	In Design
	TOTALS						**$498,768**	**$114,955**	**$74,981**	**$189,935**	**$308,833**	

ONE-TIME PROJECTS (FUND 041) AT NOVEMBER 30, 2023

	DESCRIPTION	PROJECT CODE	One Time Project ORG-OBJ		DEPT	TOTAL PROJECT BUDGET	PY ACTUAL	FY 2024 YTD	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
1	FY20 RESERVED FOR P-25 COMPLIANT RADIOS	PDOTP-25	41050001	700882	POL/FIRE	2,188,003	1,720,111	34,438	1,754,550	433,453	Project completed in May 2023. One more payment due to Motorola. Any remaining funds go toward spare radios and Fire Station 1 alert speakers
2	FIRE STATION CONSTRUCTION - Funds from prev 1x project remaining balance	PWBD00005-PROJ	41040001	700882	FIRE	1,007,736	473,802	155,936	629,739	377,997	Fire Station 1 Construction and IT
	TOTAL ONE TIME PROJECT BUDGET					**$3,195,739**	**2,193,913**	**190,375**	**$1,754,550**	**$811,451**	

ARPA PROJECTS (FUND 758) AT NOVEMBER 30, 2023

	NAME	PROJECT CATEGORY / FUNCTION	DESCRIPTION	PROJECT CODE	DEPT	REQUESTED AMOUNT	PY ACTUAL	FY 2024	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
1	Employee Premium Pay	Employee Premium Pay	Provide premium pay for city employees worked during the pandemic	75800001-600101:600120	ALL		1,231,136		1,231,136		COMPLETE
2	New Ambulance	Revenue Loss - Public Safety	Ambulance due for replacement.	75800001-700885-ARPA2	FIRE		370,476		370,476		COMPLETE
3	Air Purification - Fire Apparatus	Revenue Loss - Public Safety	Install air purfication equipment in Fire response vehicles to assist in mitigating spread of Covid-19	75800001-700230-ARPA4	FIRE		20,690		20,690		COMPLETE
4	Adverse Weather Equipment	Revenue Loss - Public Safety	Equipment such as batteries, small generator, etc for backup option to generator in an event of adverse weather, power outages.	75800001-700230-ARPA4	FIRE		4,685		4,685		COMPLETE
5	ESRI License	Revenue Loss - Public Safety	Update licensing for Fire Dept. Allows department mapping of Covid-19 hot spots in order for responders to be aware and better prepared when responding.	75800001-700441-ARPA4	FIRE		2,500		2,500		COMPLETE
6	SCBA Face Cleaners	Revenue Loss - Public Safety	Provide a cleaning system at each station. Ensures effective cleaning to remove carcinogens, dirt, and other residue on the face masks.	75800001-700230-ARPA4	FIRE		11,380		11,380		COMPLETE
7	Bunker Gear	Revenue Loss - Public Safety	To provide each firefighter a second set of gear in accordinance with NFPA 1971. Providing a second set of gear allows a firefighter to change into a clean set after a fire while the initial set is being cleaned of carcinogens.	75800001-700230-ARPA4	FIRE		141,362		141,362		COMPLETE
8	Lexipol Subscriptions	Revenue Loss - Public Safety	State and Federal mandates are consistantly being updated. This service will keep policies up to date and ability to track the changes.	75800001-700450-ARPA4	FIRE		20,829		20,829		COMPLETE
9	SCBA Gear	Revenue Loss - Public Safety	New gear for responders.	75800001-700884-APRA4	FIRE		276,022		276,022		COMPLETE
10	Library Carrals	Revenue Loss	Replace remaining Carrels. Library started replacing carrels with Cares Act funds in order to support distance learning for the community.	75800001-700230-ARPA4	LIBRARY		18,620		18,620		COMPLETE
11	Axon Body Worn Cameras/Vest	Revenue Loss - Public Safety	Provide body worn cameras/vest to neighborhood, health inspections, marshal, and fire marshal. These positions either did not have one or used extras PD might have had. This enables staff to have protection and record of interactions with the community.	75800001-700450-ARPA4	NSO		70,869		70,869		COMPLETE
12	JAMAR Traffic Devices	Revenue Loss - Public Safety	Equipment to gather and analyze speeding and traffic data	75800001-700230-ARPA4	PD		8,808		8,808		COMPLETE
13	Lexipol Subscriptions	Revenue Loss - Public Safety	State and Federal mandates are consistantly being updated. This service will keep policies up to date and ability to track the changes.	75800001-700450-ARPA4	PD		36,300		36,300		COMPLETE
14	Radar Trailers	Revenue Loss - Public Safety	Speed trailer to prompt speeding drivers to slow down.	75800001-700884-ARPA4	PD		16,078		16,078		COMPLETE
15	Body Worn Cameras & System	Revenue Loss - Public Safety	Allows for a direct link to county DA to transfer evidence and case information electronically versus the burning DVDs and having to hand deliver to DA office. This will add great efficiency to the CID function as well as the Property and Evidence Tech time. The Michael Morton Act (MMA) of 2014 and now the Richard Miles Act forces the hand of police departments to quickly gather all sources of digital media and evidence in a case. What can be submited through this portal must be done. The current vendor Watchguard has not been able to get this done so again the CID function has had to burn all of their data to DVDs for storage and disclosure.	75800001-700884-ARPA4	PD		580,975		580,975		COMPLETE
16	Cellular Pump Stations	Water/Sewer Infrastructure	Replace 12 routers at pump stations for reliable communication back to SCADA system at Service Center	75800001-700232-ARPA4	UTILITIES		13,945		13,945		COMPLETE
17	AED Replacements	Revenue Loss - Public Safety	Replace AED (Automated External Defibrillator) units around city facilities.	75800001-700230-ARPA4	ALL		26,620		26,620		COMPLETE

ARPA PROJECTS (FUND 758) AT NOVEMBER 30, 2023

	NAME	PROJECT CATEGORY / FUNCTION	DESCRIPTION	PROJECT CODE	DEPT	REQUESTED AMOUNT	PY ACTUAL	FY 2024	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
18	Fitness Room Expansion	Revenue Loss	Expand the fitness room at the Recreation Center. It includes combining the fitness room with the room next door allowing for additional space and updated equipment to meet the needs of members and attract new members to the center.	75800001-700230-ARPA4	PARKS	205,000	-		-	-	Reallocate Funds to Fire Station
19	Dog Park	Revenue Loss	Install a dog park at Rotary Park. Also includes parking.	75800001-700450-ARPA4	PARKS	100,000	-		-	100,000	Request for proposals for design
20	Flock Cameras	Revenue Loss - Public Safety	Leveraging technology for Police staff. Helps police investigate crimes with capturing license plates and vehicle characteristics.	75800001-700230-ARPA4	PD	16,750	9,600		9,600	7,500	
21	Softwood Sewer Aerial Line Replacement	Water/Sewer Infrastructure	Replace sewer aerial line.	75800001-708102-ARPA4	UTILITIES	500,000	-		-	500,000	Partial funding with Utilities
22	IT equipment, cameras, network, backbone, VDI, Traffic Service Upgrades	Revenue Loss - Public Safety	Upgrade and relocate traffic operations servers to Service Center. Replace network fiber. Project cost to replace servers and network backbone, replace outdated network infrastructure, and virtual desktops started with Cares Act funds.	75800001-700232-ARPA4	IT	490,701	342,394	147,171	489,565	1,136	In Progress
23	IT ERP Re-implementations/Upgrades	Revenue Loss	Projected cost to implement remaining MUNIS applications, Energov (Inspections & Code) and EAM (Asset Management) for inventory and asset management. Cost includes training with MUNIS staff. Additionally once implemented it will reduce general fund expenditures paying for two systems. Projected cost for upgrade and training for MUNIS Financials and Human Capital (Personnel) modules	75800001-700232-ARPA4	IT	485,000	-		-	485,000	Reimplementation of Energov and Purchase of Court System approved - Purchase Order issued.
24	Library Programs	Digital Literacy	Digital Literacy and other library programs - instructor and projected advertisement and supply cost.	75800001-700442-ARPA3	LIBRARY	70,000	-		-	70,000	Library finalizing details
25	City Hall Lobby - Customer Service area	Revenue Loss	Convert City Hall lobby to a Customer Service front desk. Includes displays, desk, IT infrastructure to operate computer at the desk, and sun blocking panels.	75800001-700450-ARPA4	GG	50,000	36,718		36,718	44,126	Sun panels remaining, customer service lobby area
26	Fire Truck Blocking Apparatus	Revenue Loss - Public Safety	Duncanville share with Cedar Hill for blocking apparatus equipment. To be used for events and incidents requiring an apparatus to block traffic so other fire apparatuses can continued to be used.	75800001-700450-ARPA4	FIRE	80,000	-		-	80,000	Awaiting Cedar Hill to invoice
27	Emergency Generators/HVAC Replacements	Economic Response and Public Safety	HVAC replacements at Fieldhouse and 103 E. Wheatland Rd. Backup generators for City facilities. Replacement estimate for Fieldhouse HVAC is $800,000.	75800001-700884-ARPA2	PW	409,686	2,082	125,907	127,989	281,697	Fire Station Generator, 103 E. Wheatland Roof + HVAC replacement.
28	Outdoor Fitness Equipment	Revenue Loss	Outdoor fitness equipment at Armstrong Park and Quail Run	75800001-700884-ARPA4	PARKS	350,000	249,388		249,388	100,612	Earmarked for Quail Run Park
29	Fire Station 1 - Construction and IT	Revenue Loss - Public Safety	Complete construction of new Fire Station, with timing of Covid-19, supply shortages, escalated cost of construction and materials, cost to complete nearly doubled.	75800001-708102-ARPA4	FIRE	3,752,541	1,905,947	222,614	2,128,561	1,623,980	Construction estimated to be complete January 2024
30	EDC - Business Grants	Economic Response	Grants for eligible Duncanville businesses for expenses incurred and revenue loss during the COVID-19 pandemic. Businesse must apply and maximum grant per applicant is $15,000.	75800001-708503-ARPA1	EDC	700,000	421,287		421,287	-	Reallocated Remaining Funds to Fire Station
	TOTAL ONE TIME PROJECT BUDGET					**$7,209,678**	**5,818,710**	**495,692**	**$6,314,403**	**$3,294,050**	
										9,608,453	**Balance + Actual to Date**