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 7, 2023
5:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session
or immediately following the 5:00 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.

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 and by social media applications at 5:00 pm on Tuesday, February 7, 2023 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 by social media applications.

Due to limited seating in council chambers, persons or participants may attend by social media applications 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 7, 2023.
- Email citysecretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, February 7, 2023
- First Name, Last Name, and Address

In-person Citizen comments will be heard during the Regular Session.
Electronic mail comments will be provided to the City Council at the dais and added to the public record according to the Council's Rules of Procedures adopted October 18, 2022.

Page

WORK SESSION / BRIEFING

Citizen comments will not be heard during the Work Session/Briefing but will be heard during the Regular Session.

1. DISCUSS AGENDA ITEMS

2. BRIEFINGS / PRESENTATIONS

A. Receive a presentation on the Compensation Study. 6

Compensation Study Presentation

EXECUTIVE SESSION

1. City Council shall convene in closed Executive Session pursuant to Section 551.071 of the Texas Government Code, Consultation with Attorney, to Consider a Settlement Agreement with City of Duncanville, Texas v. EON Reality, Inc., Cause No. DC-21-00095, pending in the 134th Judicial District Court in Dallas County, Texas. 7 - 8

A. Reconvene into Open Session.

B. Take any necessary or appropriate actions on closed Executive Session matters.

Briefing: Executive Session Pursuant to Section 551.071, Consultation with Attorney

2. City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, Consultation with Attorney, to Deliberate the Sale, Exchange, Lease or Value of Real Property owned by the City south of Wheatland, east of Main, and west of State Highway (SH) 67. 9 - 10

A. Reconvene into Open Session.

B. Take any necessary or appropriate actions on closed Executive Session matters.

Briefing: Executive Session Pursuant to Section 551.072, Consultation with Attorney

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 - Holy Spirit Catholic Church, Deacon Gene Freeman
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

A. Presentation of the Keep Duncanville Beautiful February 2023 Business Beautification Award Plaque and Proclamation to Tacos Cantú located at 106 East Hwy. 67. 11 - 14

February 2023 Business Beautification Award - Tacos Cantú

B. Recognition of Keep Duncanville Beautiful Spring 2023 Curb Appeal Residential Properties. 15 - 19

Keep Duncanville Beautiful Spring 2023 Curb Appeal

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 Tuesday, 07 Feb 2023
- Email to: https://citysecretary@duncanvilletx.gov
- Email title: Public Comment – 07 Feb 2023
- First Name, Last Name, and Address

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 a Resolution authorizing a cooperative purchasing agreement with Cummins, Inc. to procure an emergency generator for the new Fire Station 271 through Sourcewell Contract 092222-CMM in the expenditure amount of $125,907.00. 20 - 66

Fire Station 271 Generator Purchase

B. Consider a Resolution authorizing the term procurement of tree maintenance services with The Paysage Group dba Smith Lawn and Tree, in the unit amounts bid through the City of Grapevine RFB #515-2022 with an estimated expenditure amount of $75,000.00. 67 - 79

Tree Maintenance Services

C. Consider a Resolution authorizing a Purchasing Agreement with Park Place Motorcars Arlington to purchase a Cargo Van in the expenditure amount of $79,686.00. 80 - 84

Police Cargo Van

D. Consider a Resolution authorizing an amendment to Contract #19-058 with Dunaway Associates, L.P. for design services for improvements to Armstrong Park to include additional services of construction administration with an estimated expenditure of $16,500.00. 85 - 90

Contract Amendment for Armstrong Park

E. Consider a Resolution authorizing the purchase of Self-Contained Breathing Apparatus (SCBA) from Metro Fire Apparatus Specialists, Inc., through the Buy Board Contract #603-20 for a discounted unit price bid with an estimated expenditure amount of $276,022.00. 91 - 99

Purchase of Self-Contained Breathing Apparatus (SCBA) from Metro Fire Apparatus Specialists, Inc.

F. Consider a Resolution authorizing the purchase of a second set of Personal Protective Equipment (PPE) Turnout Gear from Casco Industries, Inc., through the Buy Board Contract #603-20 for a discounted unit price bid with an estimated expenditure amount of $141,362.00. 100 - 105

Purchase of a second set of PPE turnout gear from Casco Industries, Inc.

G. Consider a Resolution of the City Council of the City of Duncanville, Texas, ordering a Joint Election to be held in the City of Duncanville on Saturday, May 6, 2023, for the purpose of electing a Councilmember At Large for a two (2) year term, one Councilmember from District 1 for a two (2) year term, one Councilmember from District 3 for a two (2) year term, and one Councilmember from District 5 for a two (2) year term. 106 - 117

Considere una Resolución de la Ciudad de Duncanville, Texas, ordenando una Elección Conjunta que se llevará a cabo en la Ciudad de Duncanville el sábado 6 de mayo del año 2023, para elegir a un Concejal General para un periodo de dos (2) años, a un Concejal para el Distrito Electoral 1 por un periodo de dos (2) años, a un Concejal para el Distrito Electoral 3 para un periodo de dos (2) años, y a un Concejal para el Distrito Electoral 5 para un periodo de dos (2) años.

Consider Resolution Ordering May 6, 2023 General Election of Officers

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Appeal to the City Council for Permitting of Livestock at 1342 South Main Street. 118 - 125

Item for Individual Consideration - Appeal to City Council for Permitting of Livestock

B. Conduct a public hearing (2022 - 36) for consideration and action regarding the request of Rick Jaynes, Applicant and Owner, to rezone to change zoning from a Planned Development District and Local Office/Retail District to a new Planned Development District and to rezone to change zoning from a Planned Development District and Local Office/Retail District to General Office/Retail District and adopt an ordinance to change the Comprehensive Zoning Ordinance and map on 1A & PT Lot 2A, Block 1, Merrywood Addition; Lots 1A and 2A Merrywood Addition; Lot 1, Block 1, Jaynes Memorial Addition; and PT TR 23 ACS 3.1562, A Slayback ABST 1299 PG 880, more commonly 126 - 159

known as 803, 807, 809 and 811 South Cockrell Hill Road, in the City of Duncanville, Dallas County, Texas.

Zoning Change at 803, 807, 809 and 811 South Cockrell Hill Road

6. STAFF AND BOARD REPORTS

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Duncanville City Hall, 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: Friday, February 3, 2023 by 6:00 P.M. and remained posted for at least two hours after said meeting was convened.

Janie Willman, 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."

PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS MEETING ROOM WITH A HANDGUN THAT IS CARRIED OPENLY.

DE CONFORMIDAD CON LA SECCIÓN 30.07 DEL CÓDIGO PENAL (PREVARICACIÓN POR LICENCIATARIO CON UNA ARMA DE MANO LLEVADA ABIERTAMENTE), UNA PERSONA CON LICENCIA BAJO EL SUBCAPÍTULO H, CAPÍTULO 411, CÓDIGO DE GOBIERNO (LEY DE LICENCIAS PARA PORTAR ARMAS), NO PUEDEN ENTRAR A LA SALA DE REUNIONES CON UNA ARMA DE MANO QUE SE PRACTICA ABIERTAMENTE.

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"PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY HOLDER OF LICENSE TO CARRY A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUB-CHAPTER H, CHAPTER 411, GOVERNMENT CODE (CONCEALED HANDGUN LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN"

"DE ACUERDO CON LA SECCIÓN 30.06 DEL CÓDIGO PENAL (INGRESO SIN AUTORIZACIÓN DE UN PORTADOR DE UNA LICENCIA PARA LLEVAR UN ARMA CORTA OCULTA), UNA PERSONA CON LICENCIA SEGÚN EL SUBCAPÍTULO H, CAPÍTULO 411 DEL CÓDIGO DEL GOBIERNO (LEY PARA PORTAR ARMAS CORTAS OCULTAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UN ARMA CORTA OCULTA"

STAFF REPORT

MEETING: City Council - 07 Feb 2023

TITLE:
Receive a presentation on the Compensation Study.

Vision Statement:

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

STAFF RESPONSIBLE:
Jennifer Otey, Chief Innovation Officer
Aretha Ferrell-Benavides, City Manager

BACKGROUND/HISTORY:
The purpose of the presentation is to review and discuss with City Council the compensation study process, the findings, and the recommendations. A compensation study was initiated in June of 2022 with Evergreen Solutions, LLC. The purpose of the study was to:

- Determine if the current compensation pay plans align with pay trends in the regional labor market as compared to municipalities throughout the region
- Identify themes to consider for recruitment and retention strategies
- Conduct job assessments to ensure positions are appropriately classified
- Provide compensation pay plan recommendations

The City last conducted a compensation study in FY 2015-16.

FUNDING SOURCE:

ORG and Object Number
NA

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

STAFF REPORT

MEETING: City Council - 07 Feb 2023

TITLE:
City Council shall convene in closed Executive Session pursuant to Section 551.071 of the Texas Government Code, Consultation with Attorney, to Consider a Settlement Agreement with City of Duncanville, Texas v. EON Reality, Inc., Cause No. DC-21-00095, pending in the 134th Judicial District Court in Dallas County, Texas.

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:
Aretha R. Ferrell-Benavides, City Manager
Robert E. Hager, City Attorney

BACKGROUND/HISTORY:
City Council shall convene in closed Executive Session pursuant to Section 551.071 of the Texas Government Code, Consultation with Attorney, to Consider a Settlement Agreement with *City of Duncanville, Texas v. EON Reality, Inc*., Cause No. DC-21-00095, pending in the 134th Judicial District Court in Dallas County, Texas.

The City Council will reconvene into Open Session.

Then the City Council will consider taking any necessary or appropriate actions on closed Executive Session matters.

POLICY EXPLANATION:
The City Council is authorized to conduct closed Executive Sessions as authorized in the Texas Government Code. This agenda matter involves the consultation of with the City Council's Attorney on legal matters, pursuant to Section 551.071, to consider a Settlement Agreement with *City of Duncanville, Texas v. EON Reality, Inc.,* Cause No. DC-21-00095, pending in the 134th Judicial District Court in Dallas County, Texas.

FUNDING SOURCE:

ORG and Object Number
N A

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

ACTION ALTERNATIVES:

1. Conduct Executive Session.
2. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 07 Feb 2023

TITLE:
City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, Consultation with Attorney, to Deliberate the Sale, Exchange, Lease or Value of Real Property owned by the City south of Wheatland, east of Main, and west of State Highway (SH) 67.

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Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
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STAFF RESPONSIBLE:
Aretha R. Ferrell-Benavides, City Manager
Robert E. Hager, City Attorney

BACKGROUND/HISTORY:
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FUNDING SOURCE:

ORG and Object Number
N A

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

ACTION ALTERNATIVES:

1. Conduct Executive Session.
2. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 07 Feb 2023

TITLE:
Presentation of the Keep Duncanville Beautiful February 2023 Business Beautification Award Plaque and Proclamation to Tacos Cantú located at 106 East Hwy. 67.

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/KDB Staff Liaison

BACKGROUND/HISTORY:
The Keep Duncanville Beautiful (KDB) Board members are charged with the responsibility of creating and implementing programs that will encourage beautification within Duncanville. The Business Beautification Award was designed to fill this goal for commercial property recognition. The KDB Board has nominated Tacos Cantú located at 106 East Hwy. 67 as the February 2023 Business Beautification Award recipient.

POLICY EXPLANATION:
Up to one commercial building in Duncanville is recognized each quarter for significant improvements to the exterior portion of a building, landscape improvements, and/or long-term maintenance of the commercial property that exemplifies high quality standards. Award recipients receive recognition at a regular City Council meeting, and a sign to display at their place of business for the month.

The Keep Duncanville Beautiful (KDB) Board nominates the Business Beautification Award. The property must be in good standing with the City's Code Enforcement and Building Inspections Departments.

The KDB Board follows the criteria identified below:

- Property must be retail/professional office/commercial/industrial or other business use.
- Property must be located within the city limits of Duncanville, Texas.

- Significant exterior improvements and/or superior maintenance of the property must be made to the property, or the property is new construction.

Improvements can include new landscaping, repainting a building, paving a parking lot, adding awnings, new signage, etc.

FUNDING SOURCE:

ORG and Object Number
12011800-700230

Available Budget	**Purchase Amount**	**After Encumber**
$75.00	$75.00	$0.00

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Attachment 1 - Tacos Cantú
Proclamation - Keep Duncanville Beautiful Business Beautification Award


TACOS
CANTÚ
OPEN
106
FDC
FIRE LANE NO PARKING

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

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

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

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

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

WHEREAS, Tacos Cantú located at 106 East Hwy. 67 has been selected as the Business Beautification Award recipient for February 2023.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas, do hereby urge all residents to join me in congratulating Tacos Cantú located at 106 East Hwy. 67 and commending this business for contributing to the beautification of our City.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 7th day of February, 2023.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 07 Feb 2023

TITLE:
Recognition of Keep Duncanville Beautiful Spring 2023 Curb Appeal Residential Properties.

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/KDB Staff Liaison

BACKGROUND/HISTORY:
The Keep Duncanville Beautiful (KDB) Board members are charged with the responsibility of creating and implementing programs that will encourage beautification within Duncanville. The Curb Appeal Program was designed to fill this goal for residential property recognition. The properties chosen for the Spring 2023 Curb Appeal Residential Properties include:

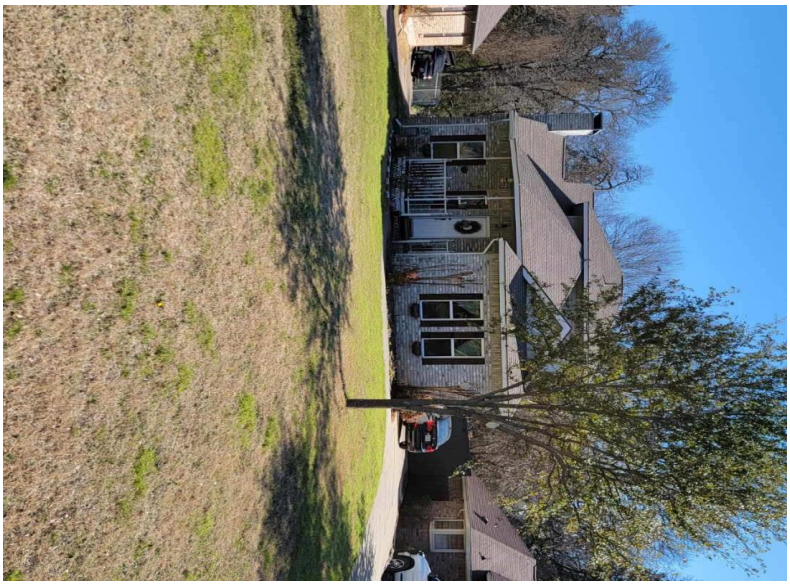
District 1: Anthony Hopp
202 Robin Hill Ln.
Duncanville, TX 75137



District 2: Nickelle Benson
247 Timothy Trl.
Duncanville, TX 75137



District 3: Linda Young
919 Eisenhower Dr.
Duncanville, TX 75116



District 4: Leon Herrera
910 Cedar Run Dr.
Duncanville, TX 75137



District 5: Jana McBroom
1103 Rita Ln.
Duncanville, TX 75116



POLICY EXPLANATION:
One residential property for each of the five Council Districts in Duncanville is recognized each season for significant improvements to the exterior portion of the residence, landscape improvements, and/or long-term maintenance of the property that exemplifies high quality standards. Upon approval from the property owners, each recipient receives a sign placed in their yard for a period of one month as well as a bag of gardening gifts, and recognition at a regular City Council meeting.

A Keep Duncanville Beautiful (KDB) Board sub-committee selects the Curb Appeal properties for nomination – one property per sub-committee member.

The KDB Board follows the criteria identified below:

- Property must be located within the city limits of Duncanville, Texas
- Neatness
- Flowers not mandatory
- House in good condition
- Landscaping consistent with building
- Overall maintenance (i.e. paint, shrubs etc.)
- Subjective

No seasonal decorations are considered in the judging.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

STAFF REPORT

MEETING: City Council - 07 Feb 2023

TITLE:
Consider a Resolution authorizing a cooperative purchasing agreement with Cummins, Inc. to procure an emergency generator for the new Fire Station 271 through Sourcewell Contract 092222-CMM in the expenditure amount of $125,907.00.

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, PE, MBA, Director of Public Works (Interim)
Asa Low, Equipment Services Superintendent

BACKGROUND/HISTORY:
On January 18, 2022, the City Council of Duncanville passed Resolution 2022-010, approving the use of American Rescue Plan Act (ARPA) funds to procure emergency generators for city facilities.

The new Fire Station 271, currently under construction, will be located at 308 W. Camp Wisdom Rd and will replace the current fire fighting facility and house the Emergency Operations Center. As a public safety and emergency operations facility, the building will require emergency power generation in the event power is lost to the facility.

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

FUNDING SOURCE:

ORG and Object Number
75800001-700884-ARPA2

Available Budget	**Purchase Amount**	**After Encumber**
$2,045,000.00	$125,907.00	$1,919,093.00

ACTION ALTERNATIVES:

1. Authorize a cooperative purchasing agreement with Cummins, Inc. to procure an emergency generator for the new Fire Station 271 in the expenditure amount of $125,907.00.
2. Disapprove the cooperative purchasing agreement with Cummins, Inc. to procure an emergency generator for the new Fire Station 271 in the expenditure amount of $125,907.00.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment 1 - Generator Specifications
Resolution No. - 2023-007 - Fire Station 271 Generator Purchase with Exhibits

Attachment 1

Generator Specifications

Power Setting	250 kW
Voltage	208/120 VAC (WYE), 3∅, 60 Hz.
Application Rating	Standby
Engine	
	Diesel Engine – Tier 3 Certified
	Certification – UL2200
Engine Governor	Isochronous, Electronic
Cooling System	GenSet Mounted 122°F/50°C Ambient
	Engine Lube Oil & Antifreeze 50/50 Mix
	Engine Coolant Heater
	Low Coolant Temperature and Level Alarm Switches
	Coolant drain line with valve
	Fan and belt guards
	Extended Life Coolant
	Coolant level sight gauge
	Jacket water pump, gear driven, centrifugal
	Thermostats and housing
Air Inlet System	Air Cleaner
	Aftercooler
	Turbocharger
Lube System	Oil cooler
	Lubricating oil
	Oil filler and dipstick
	Oil filter
	Oil drain line with valve piped to edge of base
	Fumes disposal piped to front of radiator
Starting System	24 volt DC Electric Cranking Motor
	Batteries, Battery Rack, & Cables
	Battery Charger - 10amp
Charging System	Engine Driven Battery Charging Alternator
Exhaust System	Carbon Steel Silencer
	Critical Grade
	Internally mounted
	Stainless Steel Engine Exhaust Flex Connector

	Exhaust manifold, dry
	Exhaust Rain Cap
Generator/Alternator & Attachments	4 Pole, Single Bearing
	PMG Excitation
	2/3 pitch, random wound
	IP23 Protection
	Class H insulation
	105°C temperature rise over 40°C ambient
	Cable connections located inside generator housing(NEMA compatible)
	Power center, IP22 rear facing
	Automatic Voltage Regulation - 3∅ Sensing
	Anti-Condensation/Space Heater
Voltage Regulation	Integrated Voltage Regulation System (IVR)
	Electronically controlled by the EMCP 4 through the use of an excitation module.
Main Line Breaker	Circuit Breaker
	GenSet Mtd.-
	800 Amp
	100% Rated w/ Shunt Trip & Auxiliary Contact
	3 Pole
	LS/I Electronic Trip Unit
	Cable Lugs, Cable Access Box – Bottom Entry
	Suitable for Use as Service Disconnect Label
Control Panel	Genset Mounted & Vibration Isolated
	4-line back-lit LCD text display
	Multiple display languages
	Five-key menu navigation
	LCD alarm indication
	Customisable power-up text and images
	Data logging facility
	Internal PLC editor
	Protections disable feature
	Fully configurable via PC using USB & RS485 communication
	Front panel configuration with PIN protection
	Power save mode
	3-phase generator sensing and protection
	Generator current and power monitoring (kW, kvar, kVA, pf)
	kW and kvar overload and reverse power alarms
	Over current protection
	Unbalanced load protection
	Breaker control via fascia buttons
	Fuel and start outputs configurable when using CAN
	Support for 0 V to 10 V & 4 mA to 20 mA sensors

	8 configurable digital inputs (3 available for Customer use) 8 configurable digital outputs (5 available for Customer use) 4 configurable analogue outputs (3 available for Customer Use) CAN, MPU and alternator frequency speed sensing in one variant Real time clock Engine pre-heat and post-heat functions Engine run-time scheduler Engine idle control for starting & stopping Fuel usage monitor and low fuel level alarms 3 configurable maintenance alarms NFPA99/110 Local annunciation Remote Annunciator Qty 1 Shipped loose for others to install
Enclosure	Sound Attenuated Package Sound Rating: 71 dBA at 23' in free-field environment Wind Rating: 120MPH Key Locking Doors Epoxy Enamel Paint Finish
Mounting System	Linear Vibration Isolators (Elastomeric) Engine / Generator Skid-Base Rails
Fuel System	Primary fuel filter w/ integral water separator & secondary filter Fuel priming pump Flexible fuel lines Fuel pressure gauge Fuel cooler Engine fuel transfer pump
Fuel Tank	Diesel Base Tank UL 142 Listed Double Wall 660 Gallon Capacity carbon steel - heavy gauge material Lockable Fuel Fill 12' Above Grade Normal Vent Extension shipped loose to be installed by others 12' Above Grade Emergency Vent Extension shipped loose to be installed by others 5 Gallon Spill Bucket Overfill Prevention Valve (Mechanical) Fuel sender Low, Critical Low, High & Critical High

Accessory Items	Level Gauge, Fuel Lines, Venting & Alarm Contacts Factory Testing - Standard Test at .8 PF for Full Rated Load 20A GFCI Convenience Outlet Standard Warranty - 2 Yr./1000 hours

AUTOMATIC TRANSFER SWITCH –
800A
4-POLE
208/120 VOLT, 3Phase
NEMA 3R ENCLOSURE
Open Transition
Controller
Microprocessor Controls
Load / No Load Programmable Exerciser Clock
Anti – Condensation Heater with TStat
UL 1008 Listed
Factory Warranty - 2 Year

Accessories & On-Site Services:

Service & Make Ready
Standard Testing to be performed
Delivery to Job Site
On-Site StartUp testing
- Using resistive load banks 2 hours
- Performed during normal business hours
- On ground level with load bank access to be within 50' of generator
- If not on ground level & with access within 50' of generator
  - additional costs will be incurred

StartUp and Testing Records will be provided in electronic format
On-Site Training available during start up testing
- Performed by Field Technician
- Intended for Site Personnel/Owner/Operators
- If requested at time other than start up additional costs will be incurred

O & M Manual (hard copy) – Qty 1
- Shipped with generator from the factory

O & M Manual (electronic) – Qty 1

RESOLUTION NO. 2023-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH CUMMINS, INC. TO PROCURE AN EMERGENCY GENERATOR FOR THE NEW FIRE STATION 271 THROUGH SOURCEWELL CONTRACT 092222-CMM IN THE EXPENDITURE AMOUNT OF $125,907.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville directed staff to utilize American Rescue Plan Act (ARPA) funding for facility generators; and

WHEREAS, it is necessary to procure an emergency generator for the new Fire Station 271; and

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

WHEREAS, Sourcewell has taken sealed bids for Electrical Energy Power Generation Equipment, and a contract was awarded to Cummins, Inc.; and

WHEREAS, the City Council of the City of Duncanville desires to authorize a cooperative purchasing agreement with Cummins, Inc. to procure an emergency generator for the new Fire Station 271 through Sourcewell Contract 092222-CMM.

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

SECTION 1. The City Council of the City of Duncanville hereby authorizes a cooperative purchasing agreement with Cummins, Inc. to procure an emergency generator for the new Fire Station 271 through Sourcewell Contract 092222-CMM in the expenditure amount of 125,907.00.

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

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of February, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Janie Willman, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

Sales and Service

Project: City of Duncanville
Quotation: Q-156600-20230125-2012

January 25, 2023

Prepared by

Matthew Bole
(469) 600-5364
matthew.bole@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	**DQDAA, Genset, Configurable Diesel**	1
	U.S. EPA, Stationary Emergency Application	
	250DQDAA, Diesel Genset, 60Hz, 250kW	
	Duty Rating - Standby Power (ESP)	
	Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency	
	Listing - UL 2200	
	Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor	
	Voltage - 120/208, 3 Phase, Wye, 4 Wire	
	Alternator - 60Hz, 12 Lead, Broad Range, 105C	
	Alternator Heater, 120 Volt AC	
	Steel Sound Attenuated Level 2 Enclosure, with Exhaust System 71.3dba @ 23ft	
	Enclosure Color - Green, Steel	
	Fuel Tank - Sub Base, 660 Gallon, UL142 Compliant	
	Compliance - Fuel Tank, Dallas	
	Alarm - High Fuel Level, External with OFPV Override	
	Fuel Water Separator	
	Spill/Fill Box - Fuel with OFPV	
	Vent Extension - Fuel Tank, 5 Inch Diameter	
	Control Mounting - Left Facing	
	PowerCommand 2.3 Controller	
	Analog Meters - AC Output	
	Stop Switch - Emergency	
	Signals - Auxiliary, 8 Inputs/8 Outputs	
	Control Display Language - English	
	Circuit Breaker or Entrance Box or Terminal Box - Right Only	
	Circuit Breaker - 800A, Right Circuit Breaker on Right side, 3 - Pole, UL 600, IEC 690 100%	
	Bottom Entry, Right	
	Auxiliary contacts/Trip Alarm - Single Circuit Breaker	
	Shunt Trip - 24 Volts DC, Single Circuit Breaker	
	Engine Governor - Electronic, Isochronous	
	Engine Starter - 24 Volt DC Motor	
	Engine Air Cleaner - Normal Duty	
	Battery Charging Alternator	
	External Battery Charger - 12 Amp, Regulated	
	Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted	
	Shutdown - Low Coolant Level	
	Engine Coolant - 50% Antifreeze, 50% Water Mixture	
	Coolant Heater - 120V, Single Phase	
	Engine Oil	
	Cummins Certified Test Record	
	Genset Warranty - 2 Years Base	
	Literature - English	
	Packing - None, Base Mounted Housing	
	Annunciator-panel mount with enclosure (Ship Loose)	1
	Cummins Standard Startup and Testing	1trip
	Cummins 2Hour Building Load Test and 2Hour Resistive Load Bank Testing with written record	1trip
	Cummins Standard 2Hour Training	1trip
2	**OTECD, OTEC Transfer Switch-Electronic Control: 800A**	1
	OTEC800, Transfer Switch, PowerCommand, 800 Amp	

	Listing - UL 1008/CSA Certification Application - Utility to Genset Cabinet - Type 3R Poles - 4 (Switched Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 208 Volts AC Genset Starting Battery - 24V DC PC40 Control Interface - Communications Network, MODBUS RTU Module Relay - Elevator Signal Transfer Switch Warranty - 2 Year Comprehensive	

TOTAL: $ 125,907.00

Quote value does not include any tax.

NOTES:

- Current Submittal Lead Time: **2** weeks
- Current Production Lead Time (*after receipt of approved submittal and accepted PO*):
  - Transfer Switch(es): **15-25** weeks
  - Generator: **44-54** weeks
- Proposal based upon supplied **CAT BOM** documents dated **1/24/2022** only.
- Price quoted is F.O.B. factory with freight allowed to the first U.S. destination.
- Price does not include any applicable taxes unless listed above.
- All ship loose items installed by others.
- Unloading, installation, and fuel are not included and will be the responsibility of others.
- **Warranty:**
  Cummins **2**-year warranty begins at the successful completion of startup and testing in lieu of acceptance or substantial completion.
- **Startup & Training:**
  - Providing Cummins standard startup and the specific testing listed above only. All other testing including NETA testing is provided by others.
  - Our proposal includes **3** trips during normal business hours to complete the onsite services listed above. If additional trips or after-hours trips are required, additional cost will be incurred.
  - Training for maintenance personnel will be concurrent at time of startup unless otherwise noted.
  - No videotaping is included with this quotation. All taping is supplied by others.
- **PMA:**
  Generator Maintenance Agreement is not included and will be negotiated directly with the owner once equipment has been successfully started up and tested.
- *NOTICE: As a result of the outbreaks of the disease COVID-19 arising from the novel coronavirus, temporary delays in delivery, labor, or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins' delivery is subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labor or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service, or completion described herein, such date(s) is(are) subject to change.*

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Matthew Bole, Commercial Power Generation Sales Representative
matthew.bole@cummins.com
(469) 600-5364

Sales and Service

Project: City of Duncanville
Quotation: Q-156600-20230125-2012

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature _____ Date _____

Company Name _____

Printed Name & Title _____

Purchase Order No _____

<Rest of the page is intentionally left blank>

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

SCOPE

Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively,"Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

SHIPPING; DELIVERY; DELAYS

Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALLY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

PAYMENT TERMS; CREDIT; RETAINAGE

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS

Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

INSPECTION AND ACCEPTANCE

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT

Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

CANCELLATION; CHARGES

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

MANUALS

Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION

Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

MANUFACTURER'S WARRANTY

Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

Sales and Service

Project: City of Duncanville
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WARRANTY PROCEDURE

Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

LIMITATIONS ON WARRANTIES **THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

INDEMNITY

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY **NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

DEFAULT; REMEDIES

. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS; RELIANCE

Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

INTELLECTUAL PROPERTY

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

PRICING

To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust Prices for goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

Sales and Service

Project: City of Duncanville
Quotation: Q-156600-20230125-2012

MISCELLANEOUS

Cummins shall be an independent contractor under this Agreement.All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach.Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern.Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE

Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

□ Check if this Agreement pertains to government work or facilities

DocuSign Envelope ID: AB4A7D23-45D6-4C40-934E-2D084C65EBC0 Exhibit B

092222-CMM

Solicitation Number: RFP #092222

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cummins Inc., 500 Jackson Street, Box 3005, Columbus, IN 47201 (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 Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services 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 November 22, 2026, 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 used, 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. All equipment purchased pursuant to this Contract is governed by the express written manufacturer's warranty (the "Warranty") and is the only warranty offered on the equipment. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE WARRANTY, THERE ARE NO OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THE WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. Supplier further 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.

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

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approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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

A fully executed Sourcewell Price and Product 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.

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6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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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.

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 third party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission or willful misconduct 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. To the maximum extent permitted by law, in no event will Supplier be liable under this Contract for consequential, incidental, or special damages, including without limitation any lost opportunity damages or lost profits, or savings, loss of use, loss of data, or downtime, even if it has been advised of their possible existence. 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

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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.*

   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, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, 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

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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.

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:

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$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

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

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

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

Minimum limits:
$2,000,000 per occurrence
$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.

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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 or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

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.

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20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to

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laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to

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the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell	Cummins Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: 8AEAAB1D1E4348F...
By: _____	By: _____
Jeremy Schwartz	James Stalnaker
Title: Chief Procurement Officer	Title: National Accounts Sales Director
Date: 11/17/2022 | 3:50 PM CST	Date: 11/17/2022 | 2:02 PM PST

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092222-CMM

Approved:

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

Chad Coauette

Title: Executive Director/CEO

11/17/2022 | 6:54 PM CST
Date: _____

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RFP 092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Vendor Details

Company Name:	Cummins Inc.
Does your company conduct business under any other name? If yes, please state:	CSSNA
Address:	500 Jackson Street Columbus, Indiana 47201
Contact:	Kirk Adams
Email:	kirk.e.adams@cummins.com
Phone:	612-270-5540
Fax:	612-270-5540
HST#:	35-0267090

Submission Details

Created On:	Friday August 05, 2022 13:41:52
Submitted On:	Thursday September 22, 2022 08:52:00
Submitted By:	Kirk Adams
Email:	kirk.e.adams@cummins.com
Transaction #:	eb41a4b1-f681-44bc-af26-16fc920a2e26
Submitter's IP Address:	155.190.17.4

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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")	Cummins Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Cummins Power Systems Cummins Distribution Business	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Cummins Sales and Service North America (CSSNA). Cummins Southern Plains Power	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code 0H229 SAM Registration 7PYM2 [80155845]	*
5	Proposer Physical Address:	500 Jackson Street Box 3005 Columbus, IN 47201	*
6	Proposer website address (or addresses):	www.Cummins.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):	James Stalnaker National Accounts Sales Director james.l.stalnaker@cummins.com 503-972-6609	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kirk Adams Sales Executive 18008 82nd Ave North Maple Grove, MN 55311 kirk.e.adams@cummins.com 612-270-5540	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jaime Ferguson Account Manager - Government Sales jamie.ferguson@cummins.com 612-201-3468	

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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.	Cummins Inc. Establish in 1919, is a 100 year old American multinational corporation that designs, manufactures, and distributes engines, filtration, and power generation products. Headquartered in Columbus Indiana, Cummins has 14 consecutive years on Ethisphere World's Most Ethical Companies list. Our mission is "Making people's lives better by powering a more prosperous world." Our vision is "Innovating for our customers to power their success". Our values are as follows: INTEGRITY - Doing what you say you will do and doing what is right DIVERSITY AND INCLUSION - Valuing and including our differences in decision making is our competitive advantage CARING - Demonstrating awareness and consideration for the wellbeing of others EXCELLENCE - Always delivering superior results TEAMWORK - Collaborating across teams, functions, businesses and borders to deliver the best work	*
11	What are your company's expectations in the event of an award?	To work with Sourcewell to grow our sales to Sourcewell Members by providing superior products and services at the best price.	*
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.	See attached 2021 Annual Report. Cummins ranks 149 in the S&P 500	*
13	What is your US market share for the solutions that you are proposing?	Approx 35-40% market share	*
14	What is your Canadian market share for the solutions that you are proposing?	Approx 25% market share	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
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?	Cummins is a vertically integrated manufacturer that owns its sales distribution and service network. Cummins Sales and Service operate across 200 + branch location in the US and Canada. Cummins is unique in our industry as we own our North American distribution. All other competitors sell through 3rd party independent dealers and resellers. We believe by owning our distribution and service network this gives Cummins a competitive advantage as our goal is to optimize and standardize our network to deliver superior products and services to deliver a superior customer experience across the US and Canada	*
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.	Cummins requires all field service technicians to be trained and certified through its internal training program. Technician levels are grades 1 thru 4 with 4 being the highest level certification.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

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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	Cummins' rank on Newsweek's list of America's Most Responsible Companies (2021) Cummins received a perfect score for a 10th consecutive year in the Corporate Equality Index awarded by the Human Rights Campaign. The group is the largest U.S. civil rights organization for lesbian, gay, bisexual and transgender (LGBT) employees. Forbes magazine's list of the Top 25 Employers in America. The list was based on a survey of more than 20,000 American workers at large U.S. firms or institutions. Cummins was named one of the Top 50 Companies for Diversity by Diversity Inc magazine for a ninth consecutive year. Cummins ranked 21st on the magazine's list.	*
20	What percentage of your sales are to the governmental sector in the past three years	Approx 50%	*
21	What percentage of your sales are to the education sector in the past three years	Approx 25%	*
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?	Currently we have Sourcewell (Approx $5-6M annual sales), HGAC (Approx $500K annual sales. Equalis ($0 sales to date).	*
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?	We are currently in process of resubmitting to GSA.	*

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 *	
Municipal Engineer/Director of Public Works Township of West Orange	Leonard R. Lepore, P.E.	(973) 325-4160	*
West New York Board of Education	Jackie Zois	201-553-4000 Ext 30027	*
Burlington Township NJ	George Coolidge	(609) 239-5880	*
City of Vineland	Mercado Miguel	(856) 794-4040	

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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 *	
US Army	Government	District of Columbia - DC	AAMPS (Advanced Medium Mobile Power Program)	$ 1M avg sale	$100M	*
US Airforce	Government	District of Columbia - DC	BEAR (Basic Expeditionary Airfield Resource)	$850,000 avg sale	$50 M	*
Schools at all levels of education in all 50 states and Canadian Provinces	Education	Alabama - AL	Approx 25% of Cummins Sales occur to Educational customers.	$ 75k avg sale	$1B	*
State Gov't in all 50 states and Canada Provinces	Government	Alabama - AL	Approx 25% of Cummins Sales occur to State Government entities	$100K avg sale	$1B	*
Non Profits in all 50 states and Canadian Provinces	Non-Profit	Alabama - AL	Approx 10% of Cummins Sales occur to Non-Profits	$ 50K avg sale	$50M	*

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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.	Approx 350 Power Generation sales professionals, supported by Project Managers and Service personnel	*
27	Dealer network or other distribution methods.	Cummins operates globally across 190 countries. In North America we conduct business as "Cummins Sales and Service Norther America (CSSNA). In North America we have sales and service personnel operating across 230 branch and parts distribution centers. We feel this gives us strategic control over inventories, parts stocking, and deployments of service personnel that is unique in our industry.	*
28	Service force.	Approx 3400 certified technicians operating across 230 branch/parts/service centers. Our goal is nothing short of service excellence. Service is critical to our business model and that can only be achieved by "continuous improvement" . This applies from response times to parts or service deliveries. In short, doing what we say, when we say, all the time. FOUR POINTS OF THE SERVICE VALUE PROPOSITION 1. Repair Velocity – Enhance Uptime for the Customer. Extensive logistics network provides the availability of parts necessary to deliver timely repairs 2. Repair Quality – Peace of Mind. Our extensive experience dedicated to the Cummins products makes us the service experts. Best-in-class training programs for technicians. 3. Service Excellence – Reliability and Consistency Predictive maintenance solutions utilize data and analytics to preempt failures before they occur. 4. Service Innovation – Flexibility and Creativity. Technicians that remain onsite at customers' places of business and are dedicated to specific customers• Bumper to bumper service capabilities.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be handled by the local CSSNA sales team. The Sourcewell member need simply connect with the national account manager. The account manager will then reach out to the local sales to contact the member. The local sales rep will connect with the Sourcewell member and work with them on product configuration, local codes and standards, application, commissioning and preventative maintenance options.	*
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.	Cummins Sales and Service is committed to providing exceptional sales, service and parts support and preventative maintenance programs for all Cummins engines, generators, and related components. Staffed by Cummins trained and certified professionals, our facilities provide 24/7 emergency call-out service 365 days a year. Our promise is to deliver exceptional products, dependable service, and reliable support, when and where you need it. Our goal is to keep your equipment on the job and operating at its peak efficiency. Please visit our locations page (https://salesandservice.cummins.com/locations)	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	100% - Our goal is keep you equipment operating at peak efficiency.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	100% - Our goal is keep you equipment operating at peak efficiency.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None.	*
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?	None	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*

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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.	Sourcewell members are our customers. The difference is that we have historically followed the bid/spec process required by state law or policy. We educate and promote Sourcewell to our regional sales teams as a stream-lined process for these existing customers. Enclosed is a sample presentation that we have been presenting quarterly to educate our regional sales teams since 2020.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Cummins uses several different types of digital medium. 1.) CRM - Salesforce based - used to track all customer contact, quotations, orders, project status, billing etc. It is how we track all Sourcewell member projects. 2.) Landing Page - # of hits, indication if our market message/strategy is working. 3.) Cummins Web Page - free access to Technical documentation (PowerSuite) and Application/Technical Seminars (PowerHour)) 4.) WWW.Cummins.com A free, industry leading online tool for power system product sizing and specification generation Targeted Digital - Healthcare/Data Centers/Education/Government Landing Pages - Market specific targeting Flyers - Product Brochures, White papers on application Branch Signage - Local advertising Internal Communication - Focused meetings on specific markets and customers Trade Shows	*
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?	The Sourcewell material is excellent in communicating advantages to members. We simply use that material to educate and inform our own sales force on the advantage to end users. We have also participated in regional events and to learn more about Sourcewell and its members. Customer / Project Tracking - Cummins requires all customer projects be logged into our CRM (SalesForce). We established a tracking mechanism for all Sourcewell quotations / projects. We also require all Sourcewell projects to have specific naming convention as a secondary process check. The CRM tracks from quote to win-loss to project status through closure.	*
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 use and support several different procurement portals such as Ariba, Oracle, etc	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

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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.	Cummins offers a excellent technical platform that is free to all customers (see below). In addition, we offer fee based hands-on Preventative Maintenance training to customers that can be tailored to their needs. Any customer can 1-800-Cummins for service or tech support. In addition, there are free online technical resources available to any customer. These include both live and pre-recorded session such as: PowerHour: topic examples Features of Generator Set Control Based Paralleling NFPA 110 Time to Readiness NEC Code Changes for Emergency Power Systems Specifying Gaseous Generator Sets Introduction to Generator Set Sizing Software Emissions and Air Permitting for Emergency Generator Sets Transfer Switch Operation and Application Paralleling Solutions Generator Set Overcurrent Protection Power Ratings for Emergency Generator Sets Importance and Benefit of Selective Coordination To access the recorded webinars on-demand and download presentations, visit www.Cummins.com. Also, anyone can subscribe to receive PowerHour invitations. Power Suite™ offers the following tools and resources: GenSize™ - Sizing tool to optimize generator sizing and load profile recommendations GenCalc™ - Tools to calculate a range of project parameters including ventilation, short circuit, exhaust pressure, remote cooling and fuel pipe sizing GenSpec™ - Specification development tool to provide a sample specifications for North American and European based applications for Generator Set, ATS and Paralleling applications Tech Library - Technical catalog consisting of specification sheets, data sheets, and drawings for Generator sets, ATS, Remote Monitoring, Networking and Paralleling applications Accredited Continuing Education - Programs that offer educational seminars and webinars to grow your technology and fulfill your continuing professional development requirements	*
41	Describe any technological advances that your proposed products or services offer.	Cummins is a world leader in emissions technology, was the first to introduce micro-processor based genset controls and it's ATS products have the highest interrupt ratings in the industry. Our sales and service personnel are trained and certified to ensure customers receive professional care.	*
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.	Cummins is committed to its Planet 2050 Zero Emissions Strategy. The following are 2030 goal to help achieve that strategy: Reduce absolute greenhouse gas (GHG) emissions from facilities and operations by 50%. Reduce scope 3 absolute lifetime GHG emissions from newly sold products by 25%. Partner with customers to reduce scope 3 GHG emissions from products in the field by 55 million metric tons. Reduce volatile organic compounds emissions from paint and coating operations by 50%. Create a circular lifecycle plan for every part to use less, use better, use again. Generate 25% less waste in facilities and operations as percent of revenue. Reuse or responsibly recycle 100% of packaging plastics and eliminate single-use plastics in dining facilities, employee amenities and events. Reduce absolute water consumption in facilities and operations by 30%.	*
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.	There are two key certifying entities that are important to our industry and our customers. EPA and UL. All Cummins products are EPA certified for emissions compliance. All products are also UL Listed and tested In addition, Cummins has been named one of the world’s top 100 organizations innovating for a better environmental future based on a review of the company’s “Green Patent Portfolio.” The ranking in Sagacious IP’s GREEN100 Index follows Cummins’ record year for global patents of all types in 2020. The company received 312 global patents that year, topping its previous record of 287 reached in 2017. That’s a nearly 9% improvement over Cummins’ previous record and a more than 12% increase over 2019.	*

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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.	In concert with the Women's Business Enterprise National Council (WBENC), Cummins is proud to be included on the 20th annual list of America's Top Corporations for Women's Business Enterprises (WBEs), the only national award honoring corporations for world-class supplier diversity programs that reduce barriers and drive growth for women-owned businesses. As the only national award honoring corporations who choose to incorporate policies and programs to enable growth and reduce barriers for women-owned businesses, Cummins is committed to increasing opportunity in markets both domestically and internationally, fueling innovation and empowering communities through economic growth and job creation. WBENC is the largest third-party certifier of businesses owned, controlled, and operated by women in the United States.	*
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?	Cummins is a well known supplier to most Sourcewell members. Cummins is unique in that it owns its North American distributors. Which means members are dealing with Cummins Inc and not a 3rd party dealer or LLC. This gives Cummins direct control over is sales and service organizations. We feel this is a tremendous advantage to Sourcewell members	*

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?	Cummins offers a 2 year comprehensive warranty. Additional coverage is available past the 2 years	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	None as long as the product is applied properly and routine maintenance is performed. It would exclude normal wear items such as belts, hoses, filters	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
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	*
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?	Cummins covers any products supplied by us. If there happened to be 3rd party supplier involved that would be handled internally by Cummins so that end users would not be burdened by that issue	*
51	What are your proposed exchange and return programs and policies?	Cummins does not exchange or accept returned products. In the rare case there is an issue, Cummins will fix in place or replace if the product is still under warranty. We can also provide assistance to facilitate used equipment sales or trade ins.	*
52	Describe any service contract options for the items included in your proposal.	Cummins offers multiple Preventative Maintenance contract options. It really depends upon the application and/or customer requested service.	*

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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Net 30 days. Standard commercial purchase order and invoice	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	None at this time	*
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.	We would provide a commercial quotation in accordance with Sourcewell contract terms. If requested we could also provide a Preventative Maintenance agreement based upon customer application/needs	*
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?	Yes, we accept P-card and there is no fee.	*

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.	Cummins has eliminated MSRP and List pricing for Commercial products. What we propose is a cost plus fixed mark-up on all Cummins content. In essence, instead of going from MSRP with a discount to achieve a target margin. We go from cost to achieve the target margin.	*
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.	Cummins will offer a member price that is approx 6% below Fair Market Value. The sales person will be allowed to go lower than that price if required.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	None. Most transactions are one-off product or project	*
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.	All Cummins pricing is based upon a target margin from cost (cost plus). We would maintain that target margin on all Cummins content. We would also offer discounts on any service requested.	*
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.	Our quotation would include all required items, less installation, that are required to fulfill the project requirements. Itemized pricing is available so that all product and services quoted are accounted for and open for review/discussion.	*
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.	Cummins quote if based upon FOB factory with Freight allowed to first point of destination in the contiguous 48 states. There may be potential freight charges on 3rd party content, if required.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight is allowed to the first destination in the contiguous 48 states. There would be additional cost for any offshore deliveries. We could coordinate shipment or the customer could use their own freight forwarder. There would be no freight charge to the first port in the contiguous US.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	While none are offered in the proposal, we do have freight options for additional cost. Dedicated truck, tandem drivers, etc	*

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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 members would receive approx 6% lower prices than Fair market value

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.	All projects are logged into the Cummins CRM software tool (Salesforce). This tool tracks from inquiry to won/loss to internal project status and finally won project closed. Project status "closed" is the primary sort and this determines the total quarterly sales to members. That sales total (closed in the quarter) is what is used to calculate the Sourcewell fee.	*
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.	Please see CRM Sourcewell Report. Quarterly sales are tracked in the CRM. These includes the number of open opportunities, projects won, projects lost, projects closed.	*
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.)	1.5% of whole goods sales	*

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.	All commercial generator products diesel and natural gas/propane from 10kw to 3.5MW. and Automatic Transfer Switches (ATS) 40 amps to 4000 amps. These are shown by model # on the pricing sheets	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Sub categories are parts, accessories, Eng-to-Order solutions. See price sheets	*

Table 14B: Depth and Breadth 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	Category or Type	Offered *	Comments	
71	Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators	(•) Yes ( ) No	Product range is 10-3.5mw	*
72	Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools	(•) Yes ( ) No	All standard options in our offering	*
73	Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services	(•) Yes ( ) No	Cummins is not in the rental business, however, we do sell rental products.	*

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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.

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 - Sourcewell final pricing submission.pdf - Tuesday September 20, 2022 11:21:31
- Financial Strength and Stability - 2022-02-03_Cummins_Reports_Fourth_Quarter_and_Full_Year_2021__546 (1).pdf - Monday August 08, 2022 09:02:52
- Marketing Plan/Samples - Sourcewell GPO Training.pdf - Tuesday September 20, 2022 13:04:49
- WMBE/MBE/SBE or Related Certificates - Awards.PNG - Monday August 29, 2022 15:02:03
- Warranty Information - Warranty - Commercial Generators.pdf - Monday August 29, 2022 14:49:07
- Standard Transaction Document Samples - Sample - Sourcewell Project Tracking .xlsx - Thursday September 22, 2022 08:51:01
- Upload Additional Document - PowerSuite and Power Hour - On line tech training and documentation.pdf - Thursday September 08, 2022 10:41:06

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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. - Kirk Adams, Sr. Account Executive – National Accounts, Cummins Inc. (dba Cummins Sales and Service North America)

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_4 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Fri September 9 2022 09:10 AM	☑	1
Addendum_3 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Tue September 6 2022 02:37 PM	☑	1
Addendum_2 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 31 2022 07:52 AM	☑	1
Addendum 1 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 10 2022 11:35 AM	☑	1

STAFF REPORT

MEETING: City Council - 07 Feb 2023

TITLE:
Consider a Resolution authorizing the term procurement of tree maintenance services with The Paysage Group dba Smith Lawn and Tree, in the unit amounts bid through the City of Grapevine RFB #515-2022 with an estimated expenditure amount of $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.**
- **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
Tyler Agee, Assistant Director of Parks and Recreation
Omotáyo Sokale, Chief Procurement Officer

BACKGROUND/HISTORY:
In the Fall of 2013, the City of Duncanville began a new and improved approach to the maintenance of its vast tree infrastructure by providing professional tree maintenance services by proper pruning, removal, and other care. Tree care and pruning is critical in managing both diseased and/or storm-damaged branches and to thin the branches to allow new growth and better air circulation as well as decrease the risk of structural failure that could result in injuries to the users of City of Duncanville properties. Large trees require climbing, heavy saws and aerial bucket trucks in order to provide the best and most adequate care in this area. The City of Duncanville does not have the equipment, truck, nor trained staff for tree maintenance services. These specialized services are primarily utilized by the Parks and Recreation Department's Parks Grounds Maintenance activity in providing adequate tree service for its responsible park sites and city owned property. The Public Works Street Maintenance activity also utilizes this service for removing trees from the City's streets, street rights of way, and drainage easements.

POLICY EXPLANATION:
The tree maintenance services are available from The Paysage Group dba Smith Lawn and Tree through an Interlocal Cooperative Contract #515-2022 awarded by the City of Grapevine on September 6, 2022, for a one-year term with unit prices per task. This authorization period is through September 6, 2023, for an estimated expenditure amount of $75,000.00.

FUNDING SOURCE:

ORG and Object Number
01044600-700450 - $20,000.00, 01044600-700661 - $35,000.00, 01066200-700450 - $20,000.00

Available Budget	**Purchase Amount**	**After Encumber**
$1,190,309.67	$75,000.00	$1,115,309.67

ACTION ALTERNATIVES:
1. Approved funding in the amount of $75,000.00 for tree maintenance services with The Paysage Group dba Smith Lawn and Tree.
2. Do not provide funding for tree maintenance services with The Paysage Group dba Smith Lawn and Tree.
3. Other actions as directed by Council.

ATTACHMENTS:
Funding Source - Tree Maintenance Services
Smith Lawn and Tree - Signed Contract and Bid Tabulation
Resolution No. - 2023-008 - Tree Maintenance Services - Pdf

Funding Source - Tree Maintenance Services

Org and Object Number	Available Budget	Purchase Amount	After Encumber
01044600-700450	$ 24,376.27	$ 20,000.00	$ 4,376.27
01044600-700661	$ 54,278.61	$ 35,000.00	$ 19,278.61
01066200-700450	$ 1,111,654.79	$ 20,000.00	$ 1,091,654.79

Total Available Budget	$ 1,190,309.67
Total Purchase Amount	$ 75,000.00
Total After Encumber	$ 1,115,309.67

Attachment 1

Annual Contract Sale of Services
Primary Contractor

This agreement is made between the City of Grapevine, Texas, 200 S. Main St., Grapevine, Tarrant County, Texas, in this agreement referred to as Buyer, and The Paysage Group dba Smith Lawn and Tree located at 3200 Handley Ederville Rd., Richland Hills, Tarrant County, Texas in this agreement referred to as seller.

SECTION ONE: DESCRIPTION OF SERVICES TO BE RENDERED:

The services to be rendered under this agreement are described as an Annual Contract for Tree Maintenance Services as Primary Contractor under the specifications listed in RFB 515-2022 as issued and awarded by the City of Grapevine, Texas on September 6, 2022 and blanket purchase order number PO-24288. All services shall be in accordance with the specifications and Terms and Conditions of the RFB and purchase order.

SECTION TWO: TERM OF CONTRACT

The contract term shall begin on September 7, 2022 and end on September 6, 2023. This contract contains nine optional one-year renewals.

SECTION THREE: OPTION TO RENEW

Any renewal options shall be in accordance with City Council approval on the date specified in Section Two of this agreement. If approved, the agreement shall renew by written notification of the seller to the Buyer that the seller will renew the contract until all renewal options have expired. The Seller shall have the right to decline in writing any request by the Buyer to renew the contract. The Buyer shall have the right to decline any offer made by the seller to renew the contract.

SECTION FOUR: OPTION TO TERMINATE AGREEMENT

The Buyer and Seller will have the right and option to terminate the agreement for any reason upon thirty days written notice. Should the Seller, for any reason, not be able to perform the services described in this contract the Buyer shall have the right to cancel the agreement immediately and purchase the services from the best available source.

SECTION FIVE: BLANKET ORDER FOR THE SALE OF SERVICES

Buyer shall order the services awarded per the blanket Purchase Order on a non-exclusive, "as needed", basis. Orders placed by the Buyer will be done so utilizing contract releases. New blanket Purchase Orders will be issued for each optional renewal period.

SECTION SIX: ANNUAL PRICING AGREEMENT

All pricing is per the bid award or as agreed upon in writing between the Buyer and the seller and shall remain firm during each contract or renewal period. Price adjustments may only be considered at the end of each renewal period. Any price adjustment must be requested by the Seller in writing and approved in writing by the Buyer.

SECTION SEVEN: SELLERS OBLIGATIONS

The seller shall fully and timely provide all services ordered or as scheduled and as described in the attached purchase order and in the sellers offer in strict accordance with the terms,

Attachment 1

covenants, and conditions of this agreement. Services shall be delivered in accordance with all applicable Federal, State, and local laws, rules, and regulations.

SECTION EIGHT: SELLER TO DETAIL SERVICES

The seller shall deliver services in accordance with good commercial practice and shall include a detailed description of the services rendered with each invoice submitted.

SECTION NINE: DELIVERY TERMS AND TRANSPORTATION CHARGES

Should deliverables NOT be required under this agreement then this section does not apply. Should deliverables be required with the services rendered, the deliverables shall be shipped F.O.B. point of delivery. The Seller's price shall be deemed to include all delivery and transportation charges. The Buyer shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be as specified by the requesting department.

SECTION TEN: RIGHT OF INSPECTION AND REJECTION

Should deliverables be required with the services rendered, the Buyer expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables.

SECTION ELEVEN: INVOICES

The Seller shall submit invoices on each purchase order release after each service rendered. Invoices shall indicate the purchase order number and the contract agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Unless otherwise instructed in writing, the Buyer may rely on the remittance address specified on the Seller's invoice. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The Buyer will furnish a tax exemption certificate upon request.

SECTION TWELVE: PAYMENT ON RECEIPT

Buyer shall make payment for the services rendered at the time when, and at the place where, the services are received by Buyer. All proper invoices received by the Buyer will be paid within 30 days of the Buyer's receipt of the services rendered or of the invoice, whichever is later. The Buyer may withhold or set off the entire payment or part of any payment otherwise due the Seller to such extent as may be necessary on account of: i. services rendered that are considered defective or non-conforming by the Seller; ii. third party claims, which are not covered by the insurance which the Seller is required to provide, are filed or reasonable evidence indicating probable filing of such claims; iii. failure of the Seller to pay Sub Contractors, or for labor, materials or equipment; iv. damage to the property of the Buyer or the Buyer's agents, employees or Sellers, which is not covered by insurance required to be provided by the Seller; v. reasonable evidence that the Seller's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; vi. failure of the Seller to submit proper invoices with all required attachments and supporting documentation; or vii. failure of the Seller to comply with any material provision of the Contract Documents.

Attachment 1

SECTION THIRTEEN: RISK OF LOSS

The risk of loss from any casualty to the services, regardless of the cause, shall be the responsibility of the seller until the services have been accepted by the Buyer.

SECTION FOURTEEN: WARRANTY OF NO ENCUMBRANCES

Seller warrants that the services are now free, and that at the time of delivery shall be free from any security interest or other lien or encumbrance.

SECTION FIFTEEN: WARRANTY OF PRICE

The Seller warrants the prices quoted to the Buyer are no higher than the Seller's current prices on orders by others for like services under similar terms of purchase. The Seller certifies that all prices have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor. In addition to any other remedy available, the Buyer may deduct from any amounts owed to the Buyer, or otherwise recover, any amounts paid for items in excess of the Seller's current prices on orders by others for like services under similar terms of purchase.

SECTION SIXTEEN: DEFAULT

The Seller shall be in default under the Contract if the Seller (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the contract, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

SECTION SEVENTEEN: FRAUD

Fraudulent statements by the Seller during the contract term shall be grounds for the termination of the Contract for cause by the Buyer and may result in legal action.

SECTION EIGHTEEN: INDEMNIFICATION

The Seller shall defend indemnify, and hold the City of Grapevine, its successors, assigns, officers, employees and elected officials harmless from and against all indemnified claims arising out of, incident to, concerning or resulting from the fault of the Seller, or the Seller's agents, employees or sub-Contractors, in the performance of the Seller's obligations under the contract. Nothing herein shall be deemed to limit the rights of the City of Grapevine or the seller (including, but not limited to, the right to seek contribution) against any third party who may be liable for an indemnified claim.

SECTION NINETEEN: WAIVER OF SUBROGATION

The Seller and his sub-Contractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Grapevine, its commissioners, partners, officials, directors, officers, agents, and employees and against all other Sellers and sub-Contractors.

SECTION TWENTY: NOTICES

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered

three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Seller shall be sent to the address specified in the Seller's Offer, or at such other address as a party may notify the other in writing. Notices to the Buyer shall be addressed to the City of Grapevine at 501 Shady Brook, Room 108, Grapevine, Texas 76051 and marked to the attention of the Purchasing Division.

SECTION TWENTY-ONE: JURISDICTION AND VENUE

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 issues arising from this Contract shall be resolved in the courts of Tarrant County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the Buyer to seek and secure injunctive relief from any competent authority as contemplated herein.

SECTION TWENTY-TWO: INVALIDITY

The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

SECTION TWENTY-THREE: CLAIMS.

If any claim, demand, suit, or other action is asserted against the Seller which arises under or concerns the Contract, or which could have a material adverse effect on the Seller's ability to perform under the Seller shall give written notice thereof to the City within ten days after receipt of notice by the Seller. 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 City and to the Grapevine City Attorney.

SECTION TWENTY-FOUR: DOCUMENTS INCLUDED WITH THIS CONTRACT

The following documents shall be made a part of and will be included with this contract:

- Blanket Purchase Order

Attachment 1

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and date first written above.

SELLER:

Glen Jennings — Signature

Smith Lawn and Tree — Company Name

Glen Jennings — Typed/Printed Name

3200 Handley Ederville Rd — Company Address

Director of Tree Care — Company Title

Richland Hills TX 76118 — City State Zip

THE STATE OF TEXAS §

COUNTY OF TARRANT §

Seller Acknowledgment

BUYER:

Signature — City of Grapevine — Company Name

Bruno Rumbelow Jennifer Hibby — Typed/Printed Name — 200 S. Main St. — Company Address

Asst City Manager — Company Title — Grapevine, Texas 76051 — City State Zip

THE STATE OF TEXAS §

COUNTY OF TARRANT§

Buyer Acknowledgement

Attachment 1

Event Number	RFB 515-2022 Addendum 1	**Organization**	Grapevine TX Purchasing
Event Title	Tree Service Maintenance	**Workgroup**	Grapevine TX Purchasing
Event Description	The City of Grapevine is soliciting sealed bic	**Event Owner**	Lance Wright
Event Type	Request for Bid	**Email**	lwright@grapevinetexas.gov
Issue Date	7/7/2022 08:46:28 AM (CT)	**Phone**	(817) 4103336
Close Date	7/29/2022 02:00:00 PM (CT)	**Fax**	(817) 4103066

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Smith Lawn and Tree dba The P	Richland Hills	TX	7/28/2022 11:43:44 AM (CT)	13	$1,514.01
Arbor Masters Tree Service	Ft. Worth	TX	7/29/2022 09:31:14 AM (CT)	15	$1,837.75
Looks Great Services of MS, Inc.	Columbia	MS	7/29/2022 11:09:56 AM (CT)	15	$2,401.50
SaveATree, LLC	Dallas	TX	7/28/2022 01:35:22 PM (CT)	15	$2,855.00
Southern Botanical	Dallas	TX	7/29/2022 01:27:48 PM (CT)	14	$4,908.50

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

Attachment 1

							Lawn and Tree dba The Paysage		Arbor Maste
							Total Price	$1,514.01	Total Price
Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated	Unit	Extended	Unit
1	2 Man Crew (1) Cutter (1) Ground Man			1	Hour		**$95.00**	$95.00	$115.00
2	3 Man Crew (1) Cutter (2) Ground Man			1	Hour		**$160.00**	$160.00	$185.00
3	3 man crew (2) Tree Climber (1) ground man			1	Hour		$200.00	$200.00	**$195.00**
4	2 Man Crew (1) Cutter (1) Ground Man			1	Hour		**$95.00**	$95.00	$125.00
5	3 Man Crew (1) Cutter (2) Ground Man			1	Hour		$180.00	$180.00	$195.00
6	3 man crew (2) Tree Climber (1) ground man			1	Hour		$210.00	$210.00	$205.00
7	Stump Grinding			1	Inch		$7.00	$7.00	**$6.00**
8	Wood Chip Disposal Fee			1	Cubic Yard/T		**$0.01**	$0.01	$7.00
9	Fertilization			1	DBH		$7.00	$7.00	**$4.75**
10	Air spade			1	Hour		**$75.00**	$75.00	$125.00
11	Cabling			1	Hour		$150.00	$150.00	**$95.00**
12	Claw Truck (2 Man Crew) under 50 Cubic Yar			1	Hour		No Bid		**$195.00**
13	Claw Truck (2 Man Crew) 50 Cubic Yards or M			1	Hour		**$185.00**	$185.00	$195.00
14	Fecon Mower Under 100 HP			1	Hour		No Bid		**$95.00**
15	Fecon Mower 100 HP or More			1	Hour		$150.00	$150.00	**$95.00**

Attachment 1

	rs Tree Service	Looks Great Services of MS, Inc.		SaveATree, LLC		Southern Botanical	
	$1,837.75	Total Price	$2,401.50	Total Price	$2,855.00	Total Price	$4,908.50
Line #	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	$115.00	$160.00	$160.00	$170.00	$170.00	$148.00	$148.00
2	$185.00	$195.00	$195.00	$255.00	$255.00	$217.00	$217.00
3	$195.00	**$195.00**	$195.00	$255.00	$255.00	$217.00	$217.00
4	$125.00	$160.00	$160.00	$170.00	$170.00	$148.00	$148.00
5	$195.00	$215.00	$215.00	$255.00	$255.00	**$148.00**	$148.00
6	$205.00	$215.00	$215.00	$255.00	$255.00	**$148.00**	$148.00
7	$6.00	$7.50	$7.50	$15.00	$15.00	$7.50	$7.50
8	$7.00	$12.00	$12.00	$115.00	$115.00	No Bid	
9	$4.75	$12.00	$12.00	$10.00	$10.00	$10.00	$10.00
10	$125.00	$175.00	$175.00	$150.00	$150.00	$90.00	$90.00
11	$95.00	$195.00	$195.00	$345.00	$345.00	$225.00	$225.00
12	$195.00	$210.00	$210.00	$235.00	$235.00	$750.00	$750.00
13	$195.00	$245.00	$245.00	$235.00	$235.00	$1,000.00	$1,000.00
14	$95.00	$195.00	$195.00	$195.00	$195.00	$800.00	$800.00
15	$95.00	$210.00	$210.00	$195.00	$195.00	$1,000.00	$1,000.00

RESOLUTION NO. 2023-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE TERM PROCUREMENT OF TREE MAINTENANCE SERVICES WITH THE PAYSAGE GROUP DBA SMITH LAWN AND TREE, IN THE UNIT AMOUNTS BID THROUGH THE CITY OF GRAPEVINE RFB #515-2022 WITH AN ESTIMATED EXPENDITURE AMOUNT OF $75,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide effective, efficient, and safe care of the City's tree inventory; and

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

WHEREAS, the City of Grapevine has taken competitive sealed bids for tree maintenance services; and

WHEREAS, the lowest responsible bid was awarded to The Paysage Group dba Smith Lawn and Tree.

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 hereby approves the annual procurement of tree maintenance services with The Paysage Group dba Smith Lawn and Tree, in the amount bid through a City of Grapevine RFB #515-2022 with an estimated annual expenditure of $75,000.

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager, or designee, to execute the appropriate and necessary documents.

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 7th day of February, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Janie Willman, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 07 Feb 2023

TITLE:
Consider a Resolution authorizing a Purchasing Agreement with Park Place Motorcars Arlington to purchase a Cargo Van in the expenditure amount of $79,686.00.

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, Assistant Chief of Police
Asa Low, Equipment Services Superintendent

BACKGROUND/HISTORY:
The Equipment Services Division of the Public Works Department reviews the Fleet Rotation Schedule annually to determine which vehicles have reached their useful life and which vehicles need to be replaced. Factors used in reaching this determination are age, miles/hours, and maintenance requirements. Following this determination, traditionally, a meeting is held with the various departments and the city manager to discuss the vehicles on the rotation schedule, and a joint decision on vehicle replacement is decided in this meeting.

The SWAT van had been pushed out eight years on the Fleet Rotation Schedule. The SWAT van has outlived its operational capacity, lacks a functional air conditioner, is grossly undersized for its purposes, and, more importantly, is unsafe due to mechanical issues. The team members must bend over wearing their tactical gear and often sit for hours, causing pain in their lower extremities and fatigue. Further, team members find it difficult to enter and exit the current van safely and efficiently. A new SWAT van, as needed, would be larger and better accommodate the SWAT Team with its increased headspace, doors that would allow team members to exit both sides of the vehicle, and functional air conditioner.

During the FY20 budget process, the City Council allocated $139,486.00 to replace several vehicles, including a new SWAT van. On June 2, 2020, the SWAT van, among other vehicles, was presented

to City Council for purchasing approval, and approval was provided. The City used the required allocated funding from the Fleet Replacement Fund to order the SWAT vehicle and equipment replacement. A new SWAT van was ordered and delivered from the 2020 purchase; however, the van was manufactured incorrectly, not accepted, and was sent back without payment. The manufacturer, who initially advised they could provide the van as requested, advised that they no longer produce the model as was ordered.

Between August 31, 2022, and September 15, 2022, the Procurement Division of the Fiscal Services Department published a request for proposal (RFP) (RFP-22-0035) for a cargo van that provided the necessary options for the SWAT team's safety, as previously requested. No responses were received for RFP-22-0035. Between September 21, 2022, and October 6, 2022, the Fiscal Services Department submitted an additional RFP (RFP-22-0036) as required by law. No responses were received through either competitive solicitation. Park Place Motorcars Arlington was directly contacted with the van's specifications and provided a selling price not to exceed $79,686 for the specified cargo van.

POLICY EXPLANATION:
Section C subsection 5 of 2CFR200.230 allows for non-competitive purchase after solicitation of a number of sources, competition is determined inadequate by non-Federal entities.

FUNDING SOURCE:

ORG and Object Number
415-700885

Available Budget	**Purchase Amount**	**After Encumber**
$913,927.00	$79,686.00	$834,241

ACTION ALTERNATIVES:
1. Approve Resolution.
2. Do not approve Resolution.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Reso No 2020-045 - Sam Packs Five Star Ford - Contract 601-19
Resolution 2023-009 - Fleet Vehicle Purchase from Park Place Motorcars Arlington - Pdf

ATTACHMENT 1

RESOLUTION NO. 2020-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH SAM PACK'S FIVE STAR FORD LTD. THROUGH THE LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD) CONTRACT #601-19 IN THE EXPENDITURE AMOUNT OF $117,758.00.

WHEREAS, it is necessary to procure fleet vehicles for citywide operations; 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, The Local Government Purchasing Cooperative (BuyBoard) has taken sealed bids for Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor; and

WHEREAS, a contract was awarded to Sam Pack's Five Star Ford LTD.

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, hereby awards a bid and approves the procurement of three light duty trucks and a cargo van for Contract #RFO-20-0011 from Sam Pack's Five Star Ford LTD through The Local Government Purchasing Cooperative (BuyBoard) Contract #601-19 in the expenditure amount of $117,758.00.

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

SECTION 3. This Resolution shall become effective immediately upon its passage.

ATTACHMENT 1

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 2nd day of June, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

CITY OF DUNCANVILLE TEXAS

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

RESOLUTION NO. 2023-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A PURCHASING AGREEMENT WITH PARK PLACE MOTORCARS ARLINGTON TO PURCHASE A CARGO VAN IN THE EXPENDITURE AMOUNT OF $79,686.00.

WHEREAS, it is necessary to procure fleet vehicles for citywide operations.

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, hereby awards a bid and approves the procurement of a cargo van for Contract #RFP-22-0036 from Park Place Motorcars Arlington through a single source after no responses were received through competitive solicitations (2CFR200-320 (C)5 for non-Federal entities in the expenditure amount of $79,686.00.

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

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of February, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Janie Willman, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 07 Feb 2023

TITLE:
Consider a Resolution authorizing an amendment to Contract #19-058 with Dunaway Associates, L.P. for design services for improvements to Armstrong Park to include additional services of construction administration with an estimated expenditure of $16,500.00.

Vision Statement:

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

Pillar:

- **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:
The Concept Plan for Armstrong Park was approved by the City Council on April 16, 2019 and includes the replacement of Kidsville playground with a similar style playground and the addition of a splash pad.

On June 18, 2019, Council approved Professional Services Agreement #19-058 for design services for improvements to Armstrong Park with Dunaway Associates. The design contract with Dunaway Associates included the necessary design services to bid the project for construction as well as assist with the application of a Texas Parks and Wildlife grant. Services included the topographic survey, data gathering and base mapping, schematic design, design development, final construction documents and bid evaluation assistance. In addition, Dunaway has been working with the playground and splash pad manufacturers for design development and final construction documents.

Dunaway Associates, L.P. was selected for this design project due to their previous work with the completion of the City's Park Master Plan and Armstrong Park Concept Plan. Their existing knowledge of Armstrong Park, along with the community's vision for its development make Dunaway the ideal firm for this project.

Dunaway Associates, L.P. has prepared a proposal for the additional services in an amount not to exceed $16,500.00. The contract amendment detailed scope of work includes the following:

Project Meeting - $1,000.00

- Dunaway attended the February 15, 2022 Park Board Meeting and presented an overview of the project to those in attendance.

Construction Administration - $15,500.00

- Dunaway will assist the City by attending a pre-construction meeting and provide up to six (6) site observation visits appropriate to the stage and quality of the contractor's works in progress.
- Dunaway will prepare a field notes summary as necessary for meetings attended during the construction of the project.
- Dunaway will process submittal and shop drawing reviews as submitted by the Contractor during the construction process. Pay applications will also be reviewed each month by Dunaway and will then be forwarded to the City with the appropriate recommendation.
- Dunaway will assist the City in attending one (1) initial walk-through with the Contractor and subcontractors to review substantial completion of work. Dunaway will provide written comments to the City for the preparation of a “punch list” for work to be completed by the Contractor.
- When the Contractor indicates “punch list” items are completed, Dunaway will assist the City in attending one (1) final walk-through with the Contractor and subcontractors to review completion of work. Dunaway will provide a written field report to the City to document work completed and remaining.

POLICY EXPLANATION:

The $209,500 design contract represents 7.45% of the $2,810,712.66 construction contracts approved at the December 20, 2022 City Council meeting for the Kidsville/Splash pad projects approved in the 2018 Bond Election. This percentage is commensurate with design costs for similar projects in the industry of 8-10% and is reflective of Dunaway's history and knowledge of the project.

FUNDING SOURCE:

ORG and Object Number

24100000-708102

Available Budget	**Purchase Amount**	**After Encumber**
$5,200,000.00	$16,500.00	$5,183,500.00

ACTION ALTERNATIVES:

1. Approve funding in the amount of $16,500.00 for additional services with Dunaway Associates, L.P. for contract #19-058.
2. Do not approve funding in the amount of $16,500.00 for additional services with Dunaway Associates, L.P. for contract #19-058.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2019-051R - Dunaway Associates LP Contract Amendment for Armstrong Park - Pdf

RESOLUTION NO. 2019-051R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AMENDMENT TO CONTRACT #19-058 WITH DUNAWAY ASSOCIATES, L.P. FOR DESIGN SERVICES FOR IMPROVEMENTS TO ARMSTRONG PARK TO INCLUDE ADDITIONAL SERVICES OF CONSTRUCTION ADMINISTRATION WITH AN ESTIMATED EXPENDITURE OF $16,500.00; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the citizens of Duncanville approved the 2018 Bond Election for park improvements; and

WHEREAS, improvements to Armstrong Park included the replacement of Kidsville playground and the addition of a splash pad; and

WHEREAS, the City utilized the services of Dunaway Associates, L.P. for the Park Master Plan and Armstrong Park Concept Plan; and

WHEREAS, Dunaway Associates, L.P. provides the best value for design services based on their knowledge of the park system and Armstrong Park through their previous studies.

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

SECTION 1. The City of Duncanville, Texas authorizes an amendment to Contract #19-058 with Dunaway Associates, L.P. for additional services of construction administration in the amount of $16,500.00 for improvements to Armstrong Park as set forth in Exhibit "A" which is attached hereto and incorporated herein.

SECTION 2. The City Manager or designee is hereby authorized to execute and issue the appropriate documents with an estimated expenditure of $16,500.00.

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 7th day of February, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Janie Willman, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

AUTHORIZATION FOR CONTRACT AMENDMENT

Date:	1/25/2023	**Amendment No.:**	1	**Dunaway Project No.:**	4292.002
Project Name:	Armstrong Park				
Attn:	Bart Stevenson				
Client:	City of Duncanville				
Address:	203 E. Wheatland Road, Duncanville, TX. 75116				

Services covered by this authorization shall be performed in accordance with the Dunaway "Standard Terms & Conditions," under the original Agreement dated June 10, 2019.

ORIGINAL CONTRACT AMOUNT:	$193,000	Lump Sum
CONTRACT AMENDMENT #1 AMOUNT:	$16,500	Lump Sum
TOTAL REVISED CONTRACT AMOUNT:	$209,500	Lump Sum

Client hereby requests and authorizes Dunaway Associates, L.P. (Dunaway) to perform the following additional services:

DETAILED SCOPE OF WORK

1. Project Meeting.....$1,000 Lump Sum
   - Dunaway will attend the February 15th Park Board Meeting and present an overview of the project to those in attendance.

2. Construction Administration.....$15,500 Lump Sum
   - Dunaway will assist the City by attending a pre-construction meeting and provide up to six (6) site observation visits appropriate to the stage and quality of the contractor's works in progress.
   - Dunaway will prepare a field notes summary as necessary for meetings attended during the construction of the project.
   - Dunaway will process submittal and shop drawing reviews as submitted by the Contractor during the construction process. Pay applications will also be reviewed each month by Dunaway and will then be forwarded to the City with the appropriate recommendation.
   - Dunaway will assist the City in attending one (1) initial walk-through with the Contractor and subcontractors to review substantial completion of work.

Corporate: 550 Bailey Avenue, Suite 400 ≋ Fort Worth, Texas 76107 ≋ Tel: 817.335.1121 ≋ Fax: 817.335.7437 ≋ dunawayassociates.com
Fort Worth ≋ Austin ≋ Midland ≋ San Antonio

EXHIBIT "A"

Dunaway will provide written comments to the City for the preparation of a "punch list" for work to be completed by the Contractor.

- When the Contractor indicates "punch list" items are completed, Dunaway will assist the City in attending one (1) final walk-through with the Contractor and subcontractors to review completion of work. Dunaway will provide a written field report to the City to document work completed and remaining.

Note: If the number of required meetings or the amount of meeting time increases, additional time can be provided by Dunaway as an additional service as requested and approved by the City in writing. These meetings will be billed to the City monthly as a reimbursable expense according to Dunaway's standard hourly rate schedule.

If the proposed scope of this amendment meets with your approval, please sign below and return one copy to our office as our notice to proceed.

Respectfully submitted,

DUNAWAY ASSOCIATES, L.P.,
a Texas limited partnership

Adam Brewster
Senior Landscape Architect

Ashley Lewis
Landscape Architect

AGB/aal/niz

Agreed & Accepted

CITY OF DUNCANVILLE

By: _____

Name: _____

Title: _____

Date: _____

G:\Projects\Dunc\4200\4292\002\Proposal\Contract Amendment #1.docx

STAFF REPORT

MEETING: City Council - 07 Feb 2023

TITLE:
Consider a Resolution authorizing the purchase of Self-Contained Breathing Apparatus (SCBA) from Metro Fire Apparatus Specialists, Inc., through the Buy Board Contract #603-20 for a discounted unit price bid with an estimated expenditure amount of $276,022.00.

Vision Statement:

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

STAFF RESPONSIBLE:
Sam Rohde, Fire Chief

BACKGROUND/HISTORY:
SCBA equipment is used daily for respiratory protection and is the single most important piece of safety equipment that the Duncanville Fire Department firefighters use when operating at an emergency fire incident.

SCBAs have an estimated life of 10 years front-line use. The current equipment was purchased in 2012 under NFPA 2007 standard for SCBA. The updated NFPA 2018 standard has changes to improve firefighter safety and survival including features that allow removeable harness straps so that straps can be placed in an extractor washing machine to remove contaminants and carcinogens after a fire.

POLICY EXPLANATION:
The Fire Department is requesting authorization to purchase 26 new SCBA units, 52 new bottles, 52 new face pieces and required attachments, which will allow the replacement of all current units in use. Metro Fire Apparatus Specialist will take possession of all current SCBA units for a trade in, which discounts the cost of the new SCBA's an additional $15,000.00 as reflected on the attached Quote.

SCBA equipment is available from Metro Fire Apparatus Specialists, Inc. through Buy Board Contract 603-20 for a term that expires March 31, 2023. The contract covers all SCBA items used by Duncanville Fire Department with discounted unit pricing.

Local Government Code Section 271.102 provides for the voluntary participation in cooperative purchasing programs with another local government or a local cooperative and satisfies any state law requiring competitive bids.

FUNDING SOURCE:

ORG and Object Number

75800001-700884-ARPA4

Available Budget	Purchase Amount	After Encumber
584,239.00	$276,022.00	$308,217.00

ACTION ALTERNATIVES:

1. Approve funding in the amount of $276,022.00 to purchase SCBAs from Metro Fire Apparatus Specialists, Inc..
2. Do not approve funding for SCBAs.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment A - Quote
Metro Fire Apparatus - 603-20 - Final
Resolution No. - 2023-005 - Purchase of SCBA's from Metro Fire Apparatus Specialist, Inc. - Pdf



QUOTE

Number	201050-0
Quote Date	01/10/2023
Page	1

Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

Bill to: DUNCANVILLE FIRE DEPARTMENT
P O BOX 380280
DUNCANVILLE, TX 75138-0280

Ship to: DUNCANVILLE FIRE DEPARTMENT
1530 SOUTH MAIN
DUNCANVILLE, TX 75137

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
DUC001	CHIEF WIGGINTON	JOSH SLOVAK		

Entered By	FOB	Ship Via	Terms
JOSH SLOVAK	DESTINATION	BEST WAY	NET 20 DAYS

Customer/Order Instructions

BUYBOARD CONTRACT 603-20

Quantity Order	Ship	Back	U/M	Item #	Description	Price	Extension
26	26	26	EA	SCT-7012623557	X3 PRO AIR-PAK, 4.5 SNAP CHANGE, C5 W/QD HOSE, UEBSS SEMS II, 2 PER CARTON *	6956.00	180856.00
52	52	52	EA	SCT-7012471198	30 MINUTE, CARBON CYLINDER 4500 PSI, SNAP CHANGE VALVE	499.00	25948.00
52	52	52	EA	SCT-7012475315	VISION C5 FACEPIECE W/RDI & BONE IND HDPHONE, MOTOROLA APX, MEDIUM	1287.00	66924.00
1	1	1	EA	SCT-7012472005	SEMS II, USB GATEWAY	1755.00	1755.00
1	1	1	EA	SCT-6010027884	SOFT CONNECT MONITOR, SOFTWARE *	0.00	0.00
1	1	1	EA	SCT-6010027883	SOFT CONNECT MONITOR, SOFTWARE - PRO ADD-ON *	0.00	0.00
1	1	1	EA	SCT-7012471567	SEMS II RFID PROGRAMMER KIT	585.00	585.00
2	2	2	EA	SCT-7012471568	SEMS II RFID TAG KIT	111.00	222.00
2	2	2	EA	SCT-7012471724	RIT-PAK III, 4.5, C5 MASK, RECTUS UEBSS *	3387.00	6774.00
2	2	2	EA	SCT-7012756716	60 MINUTE, CARBON CYLINDER 4500 PSI, CGA THREAD VALVE	793.00	1586.00
1	1	1	EA	SCT-7012471454	TOOL ADAPTER	561.00	561.00

Continued on next page....

QUOTE GOOD FOR 30 DAYS

QUOTE

Number	201050-0
Quote Date	12/20/2022
Page	2

METRO FIRE
APPARATUS SPECIALISTS, INC.

Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

Bill to: DUNCANVILLE FIRE DEPARTMENT
P O BOX 380280
DUNCANVILLE, TX 75138-0280

Ship to: DUNCANVILLE FIRE DEPARTMENT
1530 SOUTH MAIN
DUNCANVILLE, TX 75137

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
DUC001	CHIEF WIGGINTON	JOSH SLOVAK		

Entered By	FOB	Ship Via	Terms
JOSH SLOVAK	DESTINATION	BEST WAY	NET 20 DAYS

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
3	3	3	EA	SCT-7012475300	CHARGER, AC, C5 RDI (2) BATTERY SLOTS *	341.00	1023.00
9	9	9	EA	SCT-7012475303	CHARGER, DC, C5 RDI (2) BATTERY SLOTS WITH MOUNTING BRACKET *	358.00	3222.00
18	18	18	EA	SCT-7012619506	LI-ION BATTERY, SPARE VISION C5 FACEPIECE	87.00	1566.00
-1	-1	-1	EA	MET-TRADE IN	SCBA TRADE IN (SEE LIST OF ITEMS	15000.00	15000.00-
26	26	26	EA	MET-SCT-FLOW TEST	SCOTT RESPIRATORY FLOW TEST	0.00	0.00
1	1	1	EA	MET-SCT-FIT TEST PROCEDURE	FIT TEST SERVICE 3 DAYS	0.00	0.00

SubTotal	276,022.00
Total	276,022.00

QUOTE GOOD FOR 30 DAYS

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

January 25, 2022

Sent via email to: aking@mfas.com

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

Re: Public Safety and Firehouse Supplies and Equipment
BuyBoard Contract 603-20

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Public Safety and Firehouse Supplies and Equipment, Contract 603-20, for which the current term is set to expire March 31, 2022. At this time, the BuyBoard is renewing your contract through March 31, 2023. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Lisa Maraden
Contract Administrator

final renewal v.02.13.2020

RESOLUTION NO. 2023-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AWARD AND PURCHASES TO BE MADE FROM METRO FIRE APPARATUS SPECIALIST, INC., THROUGH BUY BOARD 603-20 FOR THE UNIT PRICES BID AS SET FORTH IN THE ATTACHED EXHIBIT A IN AN ESTIMATED AMOUNT OF $276,022.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide SCBA equipment which is used daily for respiratory protection and is the single most important piece of safety equipment that the Duncanville Fire Department firefighters use when operating at an emergency fire incident; and

WHEREAS, the City of Duncanville has entered into a cooperative purchasing agreement with the Buy Board for products and services; and

WHEREAS, Buy Board has taken competitive sealed bids and awarded a contract for Public Safety and Firehouse Supplies and Equipment to Metro Fire Apparatus Specialist, Inc.; and

WHEREAS, the City of Duncanville estimates that its purchases through this contract term will exceed $50,000.00 and thus purchases through this contract requires approval by the City Council; and

WHEREAS, the City Council of the City of Duncanville desires to purchase of Self-Contained Breathing Apparatus (SCBA) from Metro Fire Apparatus Specialist, Inc.

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

SECTION 1. That the City Council of the City of Duncanville does hereby award and authorize purchases to be made from Metro Fire Apparatus Specialist, Inc. for the unit prices bid as set forth in the attached Exhibit A with an estimated amount of $276,022.00.

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

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of February, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Janie Willman, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

RESOLUTION NO. 2023-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF SELF-CONTAINED BREATHER APPARATUS (SCBA) FROM METRO FIRE APPARATUS SPECIALIST, INC., THROUGH BUY BOARD 603-20 FOR THE DISCOUNTED UNIT PRICES BID WITH AN ESTIMATED EXPENDITURE AMOUNT OF $276,022.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide SCBA equipment which is used daily for respiratory protection and is the single most important piece of safety equipment that the Duncanville Fire Department firefighters use when operating at an emergency fire incident; and

WHEREAS, the City of Duncanville has entered into a cooperative purchasing agreement with the Buy Board for products and services; and

WHEREAS, Buy Board has taken competitive sealed bids and awarded a contract for Public Safety and Firehouse Supplies and Equipment to Metro Fire Apparatus Specialist, Inc.; and

WHEREAS, the City of Duncanville estimates that its purchases through this contract term will exceed $50,000.00 and thus purchases through this contract requires 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 of the City of Duncanville desires to purchase of Self-Contained Breathing Apparatus (SCBA) from Metro Fire Apparatus Specialist, Inc.

SECTION 2. That the City Council of the City of Duncanville does hereby authorize purchases to be made from the contract through 03/31/2023 for the unit prices bid with an estimated contract term expenditure of $276,022.00.

SECTION 3. The City Council of the City of Duncanville hereby authorizes the City Manager, or her designee, to execute the appropriate and necessary documents and/or purchase orders.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of February, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Janie Willman, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 07 Feb 2023

TITLE:
Consider a Resolution authorizing the purchase of a second set of Personal Protective Equipment (PPE) Turnout Gear from Casco Industries, Inc., through the Buy Board Contract #603-20 for a discounted unit price bid with an estimated expenditure amount of $141,362.00.

Vision Statement:

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

STAFF RESPONSIBLE:
Sam Rohde, Fire Chief

BACKGROUND/HISTORY:
Personal Protective Equipment (PPE) turnout gear is the gear used daily to protect firefighters from thermal, physical, environmental, and bloodborne pathogen hazards encountered during structural and proximity firefighting operations.

Duncanville Firefighters are currently issued one set of PPE turnout gear. After returning to the fire station after the scene of a fire or hazmat incident, Firefighters are unable to immediately wash contaminated gear, as it would leave them without turnout gear should they receive another call for service. When gear is worn at the scene of a fire, it becomes contaminated with particles of fluorooctanoic acid (PFOA), exposing the firefighter to carcinogenic and other hazardous chemicals. The firefighting environment itself is a significant contributor to PFOA exposure. This exposure is prolonged when gear is not properly cleaned and contamination, including PFOAs, is permitted to accumulate. The continuous wearing of unclean gear creates additional exposures.

Per NFPA 1851 standards, firefighter clothing and equipment should be cleaned whenever it becomes soiled or contaminated. Firefighters need to have clean protective equipment whenever they enter a hazardous environment where exposure will occur, and further need to remove that gear as soon as they leave the emergency scene to minimize their overall exposure.

POLICY EXPLANATION:
The Fire Department is requesting authorization to purchase 45 sets of additional PPE turnout gear to include bunker coat, bunker pants, hanging identification patch and lettering for the patch. Adding the additional 45 sets of PPE turnout gear will allow firefighters to be issued a second set of gear, limiting their exposure to carcinogenic and hazardous materials.

PPE turnout gear is available from Casco Industries, Inc. through Buy Board Contract 603-20 for a term that expires March 31, 2023. The contract covers all PPE gear used by Duncanville Fire Department with discounted unit pricing.

Local Government Code Section 271.102 provides for the voluntary participation in cooperative purchasing programs with another local government or a local cooperative and satisfies any state law requiring competitive bids.

FUNDING SOURCE:

ORG and Object Number
75800001-700230-ARPA4

Available Budget	**Purchase Amount**	**After Encumber**
$381,028.00	$141,362.00	$239,666

ACTION ALTERNATIVES:

1. Approve funding in the amount of $141,362 to purchase 45 sets of PPE turnout gear from Casco Industries, Inc.
2. Do not approve funding for 45 sets of PPE turnout gear from Casco Industries, Inc.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment A - Quote
Casco Industries - 603-20 - Final (4)
Resolution No. - 2023-006 - Authorizing purchase of 45 sets of turnout gear from Casco Industries - Pdf

607 W. 62nd Street (318) 865-5107 P.O. Box 8007

Casco INDUSTRIES, INC.

SHREVEPORT, LOUISIANA 71148-8007

SOLD TO: City of Duncanville	SHIP TO: Duncanville Fire Dept. 1530 So. Main St. Duncanville, Tx. 75138
ATTN: Robert Gideon	ATTN: Robert Gideon
PHONE: 972-780-5048	PHONE:
EMAIL:	EMAIL:

CREDIT CARD:		DIST	CUST PO NUMBER		SALES REP	SALES REP REF #
NAME/EXP DATE			Gideon		180	CS-RG
NUMBER/CODE/ZIP			TERMS	FREIGHT	DATE	FORM TYPE
TRANSACTION ID#			30	ALLOW	1/11/2023	QUOTE

ITEM	LOC	DESCRIPTION		QTY	SHIPPED	PRICE	AMOUNT
1		**GLO-COAT - PPE Bunker Coat**		45		$ 1,769.00	$ 79,605.00
			$ -			$ -	$ -
2		**GLO-PANT - PPE Bunker Pants**	$ -	43		$ 1,361.00	$ 58,523.00
3		**GLO-HLP Hanging Letter Patch**	$ -	44		$ 49.50	$ 2,178.00
			$ -			$ -	$ -
4		**GLO-3RL - Letters 3" Scotchlite**	$ -	264		$ 4.00	$ 1,056.00
		2" Letter are ok if needed	$ -			$ -	$ -
			$ -			$ -	$ -
			$ -			$ -	$ -
			$ -				
			$ -			$ -	$ -
			$ -				$ -
			$ -			$ -	$ -
			$ -				
			$ -			$ -	$ -
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			$ -				
			$ -			$ -	$ -
			$ -			$ -	$ -
			$ -			$ -	$ -
			$ -			$ -	$ -
		(**) NOTE: Above available on BuyBoard Contract	$ -			$ -	$ -
		Number 603-20	$ -			$ -	$ -
			$ -			$ -	$ -
			$ -			$ -	$ -
			$ -			$ -	$ -
			$ -			$ -	$ -
			$ -			$ -	$ -

ADDITIONAL COMMENTS BELOW	**DIST TOTAL: $ 141,362.00**	Subtotal $ 141,362.00
		Tax $ -
		Freight
		TOTAL $ 141,362.00

"PROVIDING PROTECTING FOR THOSE WHO PROTECT US"

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

January 25, 2022

Sent via email to: david@cascoindustries.com

David Stewart
Casco Industries, Inc.
607 W. 62nd Street
Shreveport, LA 71106

Re: Public Safety and Firehouse Supplies and Equipment
BuyBoard Contract 603-20

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Public Safety and Firehouse Supplies and Equipment, Contract 603-20, for which the current term is set to expire March 31, 2022. At this time, the BuyBoard is renewing your contract through March 31, 2023. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Lisa Maraden
Contract Administrator

final renewal v.02.13.2020

RESOLUTION NO. 2023-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS AUTHORIZING THE BID AND THE PURCHASE TO BE MADE FROM CASCO INDUSTRIES, INC. THROUGH BUY BOARD 603-20 FOR THE DISCOUNTED UNIT PRICES AS SET FORTH IN THE ATTACHED EXHIBIT A WITH AN ESTIMATED AMOUNT OF $141,362.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide a second set of PPE turnout gear for all Firefighters to protect them from thermal, physical, environmental, and bloodborne pathogen hazards encountered during structural and proximity firefighting operations, and to limit exposure to carcinogenic and hazardous materials; and

WHEREAS, the City of Duncanville has entered into a cooperative purchasing agreement with the Buy Board for products and services; and

WHEREAS, Buy Board has taken competitive sealed bids and awarded a contract for Public Safety and Firehouse Supplies and Equipment to Casco Industries, Inc.; and

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

WHEREAS, the City Council of the City of Duncanville desires to purchase 45 sets of Personal Protective Equipment (PPE) from Casco Industries, 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 does hereby award the bid and authorize purchase to be made from Casco Industries, Inc. for the unit prices as set forth in the attached Exhibit A with an estimated amount of $141,362.00.

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

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of February, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Janie Willman, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 07 Feb 2023

TITLE:
Consider a Resolution of the City Council of the City of Duncanville, Texas, ordering a Joint Election to be held in the City of Duncanville on Saturday, May 6, 2023, for the purpose of electing a Councilmember At Large, one Councilmember from District 1, one Councilmember from District 3, and one Councilmember from District 5, all of whom shall serve two year terms.

Considere una Resolución de la Ciudad de Duncanville, Texas, ordenando una Elección Conjunta que se llevará a cabo en la Ciudad de Duncanville el sábado 6 de mayo del año 2023, para elegir a un Concejal General, a un Concejal para el Distrito Electoral 1, a un Concejal para el Distrito Electoral 3, y a un Concejal para el Distrito Electoral 5, todos los cuales desempeñarán mandatos de un periodo de dos (2) años.

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:
Janie Willman, City Secretary

BACKGROUND/HISTORY:
The City Council will at its February 7, 2023 City Council Meeting, call for an Election of Officers to be held on Saturday, May 6, 2023 for the following City Council Places: At Large, Councilmember District 1, Councilmember District 3, and Councilmember District 5. The Resolution orders the Election and provides for all statutory and Home Rule Charter requirements for the conduct of a General Election of Officers to be held jointly through a contract with Dallas County Elections.

The Contract with Dallas County Elections will be posted on the next regularly scheduled City Council Meeting.

Election Day will be Saturday, May 6, 2023.

The total **budgeted** General Election amount is $77,050. The City of Duncanville's **estimated*** cost is $35,532.06.
*The costs are subject to change based on the final outcome of the number of participants. The City of Duncanville's

Please note the Total **budgeted General Election** amount of $77,050 includes $60,000 for the Joint May Election; the Run-Off Election is $17,000, and there is a courier amount of $50.

POLICY EXPLANATION:

The Resolutions in English and Spanish will authorize the ordering of the Election on May 6, 2023 to elect four City Councilmembers; At Large, Councilmember District 1, Councilmember District 3, and Councilmember District 5 in keeping with the City of Duncanville City Charter and in accordance with the Texas Election Code. The Resolution in Vietnamese is being translated and will be provided to the public and via any requisite election documentation.

FUNDING SOURCE:

ORG and Object Number
01011200-700231

Available Budget	**Purchase Amount**	**After Encumber**
$77,050	$35,532.06	$41,51794

ACTION ALTERNATIVES:
1. Approve Resolution.
2. Do Not Approve Resolution.
3. Other actions as directed by Council.

ATTACHMENTS:
20230131-Duncanville.RESO Election Order May 6, 2023-133398
20230201-Duncanville.RESO Election Order May 6, 2023-Espanol

A RESOLUTION OF THE CITY OF DUNCANVILLE, TEXAS

RESOLUTION NO. 2023-010

ELECTION OF MUNICIPAL OFFICERS

Duncanville, Texas

May 6, 2023

ELECTION ORDER FOR JOINT ELECTION

BE IT REMEMBERED THAT on this 3rd day of February 2023, at a duly posted 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 term for the Councilmembers At-Large, Districts 1, 3 and 5 respectively, will expire in May of this year.

WHEREAS, the City has or will enter into an agreement to hold the election as a Joint Election with Dallas County and other political subdivisions.

NOW, THEREFORE, IT IS ORDERED that an election be held in the City of Duncanville, Texas on the 6th day of May 2023, the same being the first Saturday of said month, for the following purpose:

To elect Councilmember At-Large for a two (2) year term, one Councilmember from District 1 for a two (2) year term, one Councilmember from District 3 for a two (2) year term and one Councilmember from District 5 for a two (2) 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 term or until his or her successor is duly elected and qualified.

In the event any candidate for anyone 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 10, 2023 . The Dallas County Elections Administrator will conduct the run-off election.

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 voting day from 7:00 a.m. to 7:00 p.m.; and hours for early voting are set forth herein.

Qualified voters shall vote for a Councilmember candidate seeking election within that voter's single member districts for Councilmembers Districts 1, 3 and 5 and for within the City for Council member At-large.

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 the election shall be posted on the bulletin board used to post notice of the City Council meetings and be published in a newspaper of general circulation in the City. Said notice must be published on the same day in each of two successive weeks, with the first publication occurring no earlier than the thirtieth day and no later than the fourteenth day before the date of the election. 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 such person posting the notice shall make a record of the time of posting, starting date and the 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/voting centers 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

Michael Scarpello, 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 places/voting centers or any County Branch Early Voting location.

Early voting by personal appearance will be conducted on weekdays beginning Monday, April 24, 2023, and continuing through Friday, April 28, 2023, between 8 a.m. and 5 p.m.; Saturday, April -29, 2023, between 8 a.m. and 5 p.m.; Sunday, April 30, 2023, between 12 p.m. and 6 p.m.; Monday, May 1st, 2023 between 7 a.m. and 7 p.m.; and, Tuesday, May 2nd, 2023

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/VOTING CENTER:

-- GEORGE L ALLEN SR. COURTS BUILDING:
600 Commerce Street
Dallas, Texas 75202

BRANCH EARLY VOTING POLLING PLACE/VOTING CENTER:

-- DUNCANVILLE LIBRARY/COMMUNITY CENTER
201 James Collins Blvd.
Duncanville, Texas 75116

Other locations within Dallas County which shall be available on the County Elections Department Website.

EARLY VOTING BY MAIL

Applications for early voting ballot by mail should be submitted to:

Michael Scarpello, 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 25, 2023 (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 will be

transported by runner on the day of receipt to Michael Scarpello, 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.

DULY ORDERED by the City Council of the City of Duncanville, Texas, this the 7th day of February 2023.

APPROVED:

_____
BARRY L. GORDON, MAYOR

ATTEST:

_____
JANIE WILLMAN, CITY SECRETARY

APPROVED AS TO FORM:

_____
ROBERT E. HAGER, CITY ATTORNEY

UNA RESOLUCIÓN DE LA CIUDAD DE DUNCANVILLE, TEXAS

RESOLUCIÓN NÚM. 2023-010

ELECCIÓN DE FUNCIONARIOS MUNICIPALES

Duncanville, Texas

6 de mayo del 2023

MANDATO PARA CONVOCAR ELECCIONES CONJUNTAS

SEA RECODADO QUE en este día 3 de febrero del 2023, en una reunión debidamente anunciada por el Concejo Municipal de Duncanville, Texas, con un quórum presente, y dicha junta fue convocada y el Concejo emitió la siguiente orden:

CONSIDERANDO QUE, el periodo del concejal General, Distritos 1, 3 y 5 respectivamente, vencerán en mayo de este año.

CONSIDERANDO QUE, la ciudad firmó o firmará un convenio como Elección Conjunta con el Condado de Dallas y otras subdivisiones políticas;

AHORA, POR LO TANTO, SE ORDENA que se convoque una elección en la Ciudad de Duncanville, Texas el próximo 6 de mayo del 2023, ejerciéndose la misma el segundo sábado de dicho mes, con el propósito que se menciona a continuación:

Para elegir a un concejal General por un periodo de dos (2) años, a un concejal del Distrito 1 por un periodo de dos (2) años, un concejal para el Distrito 3 por un periodo de dos (2) años y un concejal del Distrito 5 por un periodo de (2) años.

El candidato a ocupar cada dicho puesto recibirá la mayoría de todos los votos contados entre todos los candidatos para dicho puesto, deberá ser electo para completar su periodo de servicio o hasta que su sucesor(a) sea debidamente electo(a) y llene las cualidades establecidas.

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 10 de junio del 2023. El Administrador Electoral del Condado de Dallas llevará a cabo la elección de desempate.

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. y cerrarán hasta las 7:00 p.m.

Los electores que cumplan con los requisitos votarán para elegir al concejal General, concejal de los Distritos 1, 3 y 5.

Las elecciones se llevarán a cabo como una Elección Conjunta por un convenio de Elecciones Conjuntas y al 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 las elecciones tendrá que estar presentado en un boletín que se utiliza para publicar avisos sobre las juntas del Concejo de la Ciudad y que son publicadas en el periódico en circulación en la ciudad. Dicho aviso debe ser publicado en el mismo día por dos semanas consecutivas, con la primera publicación que no sea antes del trigésimo día y no después del decimocuarto día antes de la fecha de elección. Una copia del aviso publicado que contiene el nombre del periódico y la fecha de dicha publicación deberá ser conservado como registro al

momento de la publicación, la fecha y el lugar de la 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 Anexo del convenio, o de alguna otra manera seleccionados de conformidad con las cláusulas del convenio.

En cumplimiento con la Sección 87.001 del Código Electoral de Texas, por este medio se crea un Consejo Electoral para el Voto Anticipado. El Consejo 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 consejo para las elecciones anticipadas, serán aquellos funcionarios electorales mencionados en el convenio.

VOTACIÓN ANTICIPADA

Michael Scarpello, el Administrador Electoral, es nombrado como secretario del voto anticipado apegándose a 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 las ramificaciones de las casillas electorales o centros de votación. Las elecciones anticipadas también podrán ejercerse en cualquier casilla electoral o centros de votación del Condado para ejercer el voto anticipado.

La votación temprana en persona será conducida entre días hábiles a partir del lunes 24 de abril del 2023 y continuará hasta el viernes 28 de abril del 2023, entre las 8:00 a.m. y las 5:00 p.m., el sábado 29 de abril del 2023 entre las 8:00 a.m. y las 5:00 p.m., el domingo 30 de abril del 2023 entre las 12:00 p.m. y las 6:00 p.m., el lunes 1 ero de mayo del 2023 entre las 7:00 a.m. y 7:00 p.m., y el martes 2 de mayo del 2023 entre las 7:00 a.m. y 7:00 p.m. 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 ramificaciones.

UBICACIÓN PRIMARIA PARA EL VOTO ANTICIPADO CASILLAS O CENTROS DE VOTACIÓN:

GEORGE L ALLEN SR. COURTS BUILDING:
600 Commerce Street
Dallas, Texas 75202

CENTRO DE VOTACION PARA VOTACION ADELANTADA:

DUNCANVILLE LIBRARY/COMMUNITY CENTER
201 James Collins Blvd.
Duncanville, Texas 75116

Localidades de votación adicionales dentro del Condado de Dallas están disponibles en el sitio web del Departamento de Elecciones del Condado.

VOTO ANTICIPADO POR CORREO

Las solicitudes de boletas electorales para votar anticipadamente por correo deberán enviarse por correo a:

Michael Scarpello, 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 25 de abril del 2023 (el undécimo 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 Michael Scarpello, Secretario Electoral del Voto Anticipado, Departamento Electoral del Condado de Dallas, 1520 Round Table Drive, Dallas, Texas 75247.

DEBIDAMENTE EXPEDIDO ESTE MANDATO por la Ciudad de Duncanville, Texas este día 7 de febrero del 2023.

APROBADO:

_____
Barry L. Gordon, ALCALDE

ATESTIGUÓ:

_____
Janie William, SECRETARÍA DE LA CIUDAD

APROBADO EN SU FORMA:

_____
Robert E. Hager, ABOGADO DE LA CIUDAD

STAFF REPORT

MEETING: City Council - 07 Feb 2023

TITLE:
Appeal to the City Council for Permitting of Livestock at 1342 South Main Street.

Vision Statement:

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

Pillar:

- **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:
Janie Willman, City Secretary
Robert Brown, Assistant City Manager
Mark LiVigni, Chief of Police

BACKGROUND/HISTORY:
Applicants who reside at 1342 South Main Street applied for a permit to house goats on their property. Per guidelines found in the City's ordinances, the applicants were required to get signatures from the owners of neighboring properties attesting to the fact that the neighboring property owners were not opposed to the goats being housed on the applicants' property. After a lengthy process, the applicants presented the signatures to the local health authority, i.e., the Chief of Police.

The Chief of Police, through his designee, subsequently denied the permit for livestock. The applicants appealed to a committee, proscribed by ordinance, that consisted of the Assistant City Manager, the Chief of Police, and the Fire Chief. The Chief of Police recused himself from the committee's proceedings. After hearing the applicants' appeal, the committee upheld the decision to deny the permit, and provided a timeframe of 45 days for the applicants to relocate the goats.

POLICY EXPLANATION:
Sections 4-21 and 4-27 of the Duncanville Code of Ordinances authorize an applicant the right to appeal a decision of the local health authority and provides a process for said appeal. The applicant was denied a permit, which they appealed to the committee as proscribed by Section 4-27. They are now appealing the decision of the committee to the City Council.

FUNDING SOURCE:

ORG and Object Number
N A

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

ACTION ALTERNATIVES:

1. Uphold the decision of the Police Chief and the Appeal Committee to deny the livestock permit.
2. Overturn the decision of the Police Chief and the Appeal Committee.
3. Other actions as directed by Council.

ATTACHMENTS:
Livestock Ordinance
Appeal Committee Decision
Appeal

Sec. 4-10. - Definitions.

When used in this article the following words and terms, unless the context indicates a different meaning, shall be interpreted as follows:

Animal: Shall mean a warm-blooded animal, any living creature, including, but not limited to: dogs, cats, cows, horses, birds, fish, mammals, reptiles, insects, fowl and livestock, but specifically excluding human beings.

Cat: Shall mean any live or dead cat (Felis Catus), excluding hybrids.

Dangerous dog: A dog that is a vicious animal as defined herein.

Dangerous wild animal: Shall mean any one of the following or a hybrid of any of the following: lion, tiger, ocelot, cougar, leopard, cheetah, jaguar, bobcat, lynx, serval, caracal, hyena, bear, coyote, jackal, baboon, chimpanzee, orangutan, and gorilla.

Dog: Shall mean any domesticated animal that is a member of the canine family.

Humanely euthanized: Shall mean to cause the death of an animal by a method which:

(1) Rapidly produces unconsciousness and death without visible evidence of pain or distress, or

(2) Utilizes anesthesia produced by an agent which causes painless loss of consciousness, and death following such loss of consciousness.

Hybrid: Shall mean any offspring of two wild animals of different species or the offspring of wild animals bred with domesticated dogs or cats.

Livestock: Shall mean horses, mules, cows, hogs, pigs, potbellied pigs, goats and sheep of any and all kinds and shall include both the male and female gender of such animals.

Local health authority: The chief of police is designated as the local health authority and has authority to appoint representatives to enforce the provisions of this article, to receive reports of animal bites, investigate animal bites, insure quarantine or possibly rabid animals and otherwise carry out provisions of the Texas law pertaining to control and eradication of rabies.

Owner: Shall mean any person, firm or corporation having title to any animal, or a person who has, harbors or keeps, or causes or permits to be harbored or kept, an animal in his care, or who permits an animal to remain on or about his premises.

Person: Shall mean any individual, firm, association, partnership or corporation.

Representative of local health authority: Shall mean and include any peace officer or animal control officer of the city.

Running at large: Shall mean not completely confined by a building, wall or fence of sufficient strength or construction to restrain the animal, except when such animal is either on a leash or held in the hands of the owner or keeper, or under direct supervision of the owner within the limits of the owner's private property. An animal within an automobile or other vehicle shall not be deemed "running at large."

Secure enclosure: Shall mean a fenced area or structure that is:

(1) Locked;

(2) Capable of preventing the entry of the general public, including children;

(3) Capable of preventing the escape or release of a dog;

(4) Clearly marked as containing a dangerous dog; and

(5) In conformance with the requirements for enclosures established by the local animal control authority.

Serious bodily injury: Shall mean an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

Stray animal: Shall mean any animal for which there is no identifiable owner or harborer.

Tether: Shall mean to chain, tie, fasten, or otherwise secure an animal to a fixed point so that it can move or range only within certain limits.

Vaccination: Shall mean an injection with United States Department of Agriculture approved rabies vaccine administered every 12 calendar months by a licensed veterinarian.

Veterinarian: Shall mean a veterinarian licensed to practice veterinary medicine.

Vicious animal: Shall mean any individual animal, including a dog, that:

(1) Makes an unprovoked attack on a person that causes bodily injury in a place other than an enclosure in which such animal was being kept and that was reasonably certain to prevent such animal from leaving the enclosure on its own; or

(2) Commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts cause a person to reasonably believe that such animal will attack and cause bodily injury to that person.

Wild animals: Shall include all types of animal which commonly exist in a natural unconfined state and are usually not domesticated. This shall apply regardless of the state or duration of captivity. Such animal shall include, but are not limited to: skunks, raccoons, bats, weasels, squirrels, opossums, lesser pandas, binturongs, wolves, hybrids of wolves and canines, elephants, rhinoceroses, foxes, alligators, crocodiles, monkeys, ostriches, emus, prairie dogs, boas, pythons, anaconda, and all forms of poisonous or constricting reptiles, and other like animals.

(Ord. No. 1719, § 1, 6-5-01; Ord. No. 1757, § 1, 10-2-01; Ord. No. 2036, § 1, 9-18-07)

Editor's note— Ord. No. 892, § 1, enacted Nov. 15, 1982, amended art. II, to read as set out in §§ 4-10—4-15 and 4-17—4-26. Section 2 of said ordinance has been codified as § 4-27 at the discretion of the editors. Prior to amendment art. II, §§ 4-10—4-18, pertained to livestock and was derived from Ord. No. 332, §§ 1—4, 6, 7 adopted Dec. 11, 1964. Former arts. III and IV, pertaining to dogs and cats, have been superseded by Ord. No. 892. Art. III was derived from Ord. No. 197, §§ 1—10, adopted May 5, 1960; Ord. No. 471, §§ 1, 2, adopted May 25, 1970; Ord. No. 623, § 1, adopted Mar. 4, 1975; Ord. No. 629, § 1, adopted June 16, 1975; Ord. No. 714, §§ 1—4, adopted May 1, 1978; and Ord. No. 715, § 1, adopted May 1, 1978. Art. IV was derived from Ord. No. 669, § 1, adopted Sept. 7, 1976.

Cross reference— Rules of construction generally, § 1-3.

Sec. 4-21. - Livestock.

(a) It shall be unlawful for any person to keep on any premises under his control within the city limits, any livestock in such a manner that the same shall be located closer than 75 feet distance from any person's property, other than his own.

(b) Notwithstanding the provisions of (a) above, any person who desires to keep any livestock closer than 75 feet distance from any person's property, other than his own shall apply to the local health authority for a special permit to keep the same. The applicant shall provide the local health authority with satisfactory proof from the owner or person in control (if owner does not occupy the property) of all properties within 75 feet of the applicant's property that there is no objection to the issuance of the permit, and shall pay to the city a fee as may be determined by the local health authority for such permit. The permit shall expire one year from the date of its issuance. Prior to the renewal of any permit, the local health authority shall review such application and make a decision regarding the approval thereof. Should any complaint be received by the local health authority during the preceding permit period, signatures will be required from the surrounding property owners as required for the initial permit. In the event the local health authority denies or grants such permit, an appeal may be taken as provided in this article by any person aggrieved by the decision of the local health authority.

(c)

It shall be unlawful for any person to keep any livestock in an area wherein there is less than 5,000 square feet for each animal so kept.

(d) The provisions of subsections (b) and (c) shall not apply to any property adjacent to property or acreage not subdivided or platted.

(e) No livestock impounded by virtue of this section shall be released to the owner until all costs and fees prescribed by this section have been paid and until the person applying for the release of such livestock signs an affidavit that he is the owner of the livestock and entitled to possession thereof.

(f) Any livestock found running at large shall be impounded by the local health authority.

(g) Any livestock found running at large that cannot be captured, or after being impounded by the local health authority, may be released to the Sheriff of Dallas County at any time.

(Ord. No. 1554, § 1, 12-1-98; Ord. No. 2026, § 3, 5-15-07)

Sec. 4-27. - Appeal process.

In the event an application for a permit, or the renewal of a permit, is denied or granted by a duly appointed representative of the local health authority, any person aggrieved by the decision of the local health authority may appeal in writing to the local health authority within ten days.

The decision of the duly appointed representative of the local health authority will be considered by an appeal committee consisting of the chief of police, fire chief, and the assistant city manager. If the decision is upheld, any person who disagrees with the decision of the appeal committee may file a written appeal with the city secretary within seven days from the date of the committee's decision.

The city secretary shall schedule a hearing of such appeal to the city council at the next timely meeting of the city council. The city council may either grant or deny the permit. The decision of the city council shall be final and binding.

(Ord. No. 1576, § 4, 7-20-99; Ord. No. 2026, § 6, 5-15-07; Ord. No. 2041, § 1, 2-5-08)

From:	Robert Brown
To:	Juanita Willman; Mark LiVigni; Kristin Downs
Cc:	Aretha Ferrell-Benavides; David Kees; Chad Chamberlain; Samuel Rohde; Matt Stogner; Jacqueline Culton; Matt Bryant; Breanna Davis; Agustin Garcia; Jeremy Tennant
Subject:	Appeal - Animal Permit - 1342 S Main Street
Date:	Monday, January 23, 2023 5:14:21 PM
Attachments:	DPD-Badge.png logo.png facebook.png twitter.png linkedin.png youtube.png instagram.png door.png scan_kdowns_2023-01-04-13-03-08.pdf image001.png
Importance:	High

Team,

Per Duncanville Code of Ordinances, the Chief of Police is designated as the local health authority and is authorized to deny or approve Livestock Permit Applications. Chief LiVigni denied Ms. Reyes' livestock permit (for goats) request in December 2022 which resulted in an appeal. Ms. Reyes' Appeal Hearing was held at 103 E. Wheatland Road on January 23, 2023, at 2:00 p.m. The appeal committee consisting of Chief Mark LiVigni, Chief Sam Rohde, and Assistant City Manager Robert D. Brown, Jr. met today to hear the appeal. Chief LiVigni recused himself from today's appeal hearing and did not render an appeal decision.

After hearing testimony from the applicant, the appeal committee (Chief Sam Rohde and Assistant City Manager Robert D. Brown, Jr.) upheld Chief LiVigni's decision to deny the livestock permit. The applicant was given 45 calendars days from today to relocate the goats to another location or reduce the number of goats from four (4) to three (3) per Section 4-21 of Duncanville Code of Ordinances. The applicant has the right to appeal today's decision to the Duncanville City Council per Section 4-27 of the Duncanville Code of Ordinances.

The below listed staff members were present during today's hearing.

1. Sam Rohde
2. Matt Stogner
3. Chad Chamberlain
4. Robert D. Brown, Jr.
5. Mark LiVigni – recused himself prior to testimony from the applicant.

Robert D. Brown, Jr.
Assistant City Manager

Duncanville
City of Champions

203 E. Wheatland Road

From: Mariam Reyes
To: Juanita Willman
Subject: Appeal
Date: Monday, January 23, 2023 3:17:55 PM

Dear City Councilmen,

My name is Mariam Reyes, and I would like to make a second appeal against the city livestock ordinance. On January 23, 2023, I was denied my first appeal by the police chief, fire chief, and assistant city manage. Thank you for your time.

Sincerely, Mariam Reyes

Sent from Yahoo Mail for iPhone

STAFF REPORT

MEETING: City Council - 07 Feb 2023

TITLE:
Conduct a public hearing (2022 - 36) for consideration and action regarding the request of Rick Jaynes, Applicant and Owner, to rezone to change zoning from a Planned Development District and Local Office/Retail District to a new Planned Development District and to rezone to change zoning from a Planned Development District and Local Office/Retail District to General Office/Retail District and adopt an ordinance to change the Comprehensive Zoning Ordinance and map on 1A & PT Lot 2A, Block 1, Merrywood Addition; Lots 1A and 2A Merrywood Addition; Lot 1, Block 1, Jaynes Memorial Addition; and PT TR 23 ACS 3.1562, A Slayback ABST 1299 PG 880, more commonly known as 803, 807, 809 and 811 South Cockrell Hill Road, in the City of Duncanville, Dallas County, Texas.

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**
- **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:
Nathan Warren, Senior Planner

BACKGROUND/HISTORY:
Comprehensive Plan
The subject property has a Future Land Use Designation of Retail/Commercial. The Plan states that Retail/commercial establishments have goods for purchase by the general public and generating sales tax revenue. Retail uses require high visibility locations such as along arterial roadways. Examples of retail uses include clothing stores, dry cleaners, and branch banks. The following are policies to guide retail areas:

- Retail should be located at high points of visibility.
- They should serve as a buffer and transition between higher and lower intensity uses.

Commercial uses are more intense than retail establishments, yet also provide goods and services for the public. Examples of commercial establishments would include hotels, restaurants, and big box retailers.

The Plan goes on to list the following policies to guide retail/commercial areas:

- They are located along major arterial, super arterial and freeway corridors.
- Outside storage associated with commercial activity should be screened from the primary roadway on which the establishment is located.
- Commercial activity should be buffered from low density residential areas through the use of enhanced landscaping, increased rear setbacks, the use of medium density residential, and by floodplains or other man-made features.
- Retail/commercial uses above two stories should be required to observe additional setbacks.

This request is in conformance with the Comprehensive Plan as the proposed zoning change will allow for the accessory use of a parking garage for the purpose of an existing funeral home business.

Project Scope

On Monday, November 28, 2022, the Planning and Zoning Commission approved a replat on the subject property. The property at 803 and 809 South Cockrell Hill Road became one lot and the property at 807 and 811 became one lot. However, this left each lot with a portion zoned Local Office Retail (LOR) and a portion Planned Development (PD). The request is to make the entire lot the same zoning district. The property at 803 and 809 South Cockrell Hill Road is proposed to be a Planned Development District that will include the portion zoned LOR and remove the use school from the portion zoned PD. The property at 807 and 811 South Cockrell Hill Road is proposed to be a General Office Retail (GOR) District that will include the portion zoned LOR and the portion zoned PD.

Parking

The Zoning Ordinance does not require parking for an accessory structure. However, the applicant is proposing thirty (30) additional parking spaces as shown in the attached site plan.

Surrounding Land Use

This request is for a zoning change. To the north of the subject properties are existing commercial businesses zoned LOR, Local Office Retail District and a public storage facility zoned PD, Planned Development district. To the west, directly behind the subject properties are existing single-family residences zoned SF-10, Single-Family Residential District. To the east are existing shopping strips and various restaurants zoned GOR, General Office Retail District. To the south of the subject properties are commercial businesses zoned LOR, Local Office Retail District and GOR, General Office Retail District.

Recommendation

The Planning and Zoning Commission recommended approval by a vote of 4 to 1.

POLICY EXPLANATION:

Notification

Thirty (30) notices were sent out for this public hearing. As of this writing, three (3) responses have been received in favor and zero (0) responses in opposition have been received. Letters will be received until Tuesday, January 3, 2023, to fulfill legal requirements for a written formal protest to City Council.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Adopt an ordinance approving the Planned Development and zoning request.
2. Do not approve the Planned Development and zoning request.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment 1 - Legal Advertisement
Attachment 2 - Maps
Attachment 3 - Zoning Change Application
Attachment 4 - Exhibits
Attachment 5 - Proposal for Zoning Change
Attachment 6 - Letter to Property Owners & Buffer Map & Responses
Attachment 7 - List of Owners
Ordinance No. 2466

Attachment 1

Advertise 1 time - By November 30

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2022-36

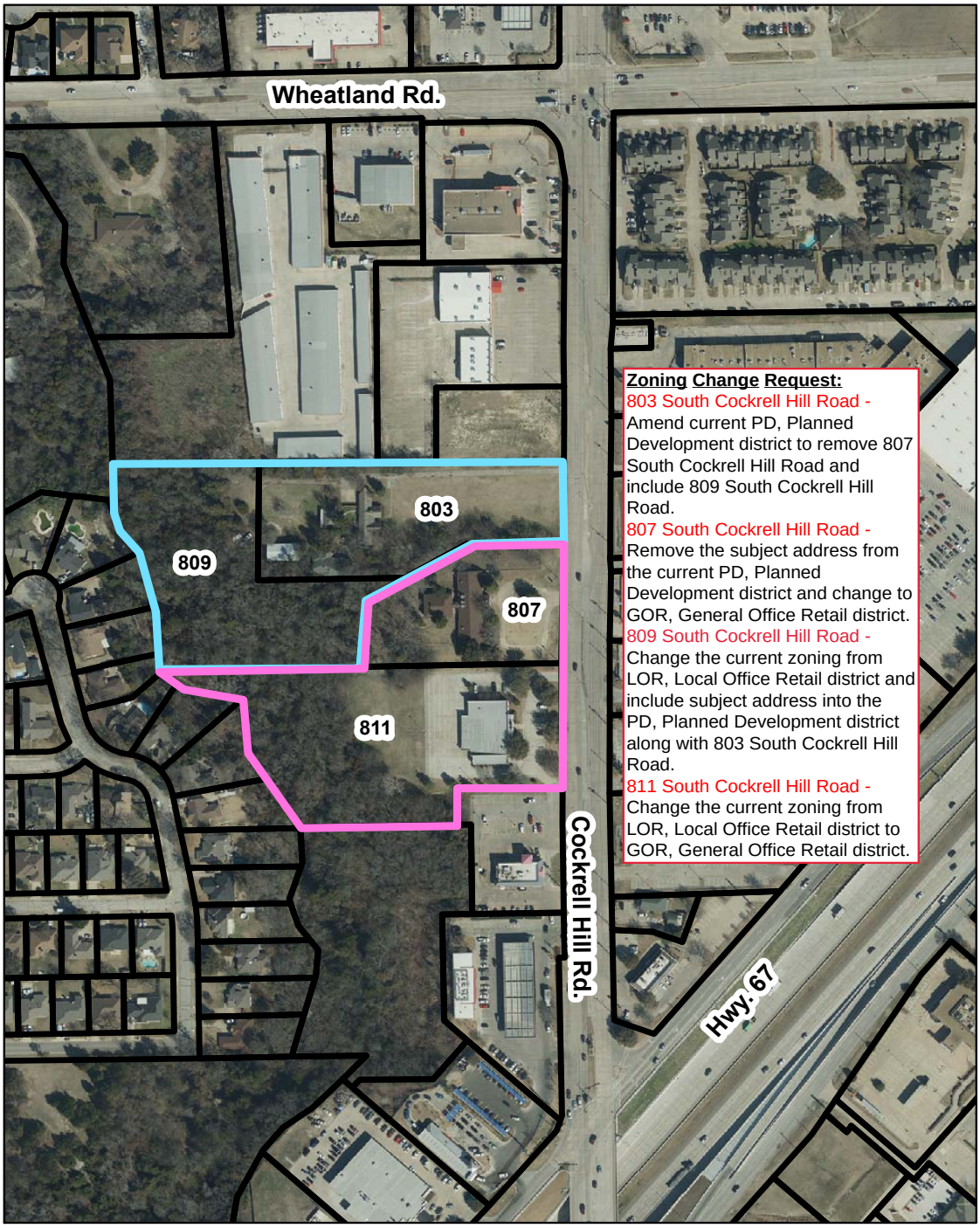
A public hearing will be held before the Planning and Zoning Commission on Monday, December 12, 2022, at 7:00 p.m., and before City Council on Tuesday, January 3, 2023, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of Rick Jaynes, Applicant and Owner, for a Zoning Change to allow for the use of an Accessory Building on 1A & PT Lot 2A, Block 1, Merrywood Addition; Lots 1A and 2A Merrywood Addition; Lot 1, Block 1, Jaynes Memorial Addition; and PT TR 23 ACS 3.1562, A Slayback ABST 1299 PG 880, more commonly known as 803, 807, 809 and 811 South Cockrell Hill Road, City of Duncanville, Dallas County, Texas.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary, Juanita Willman, or to Nathan Warren, Senior Planner, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE
Juanita Willman
City Secretary

Nathan Warren,
Senior Planner

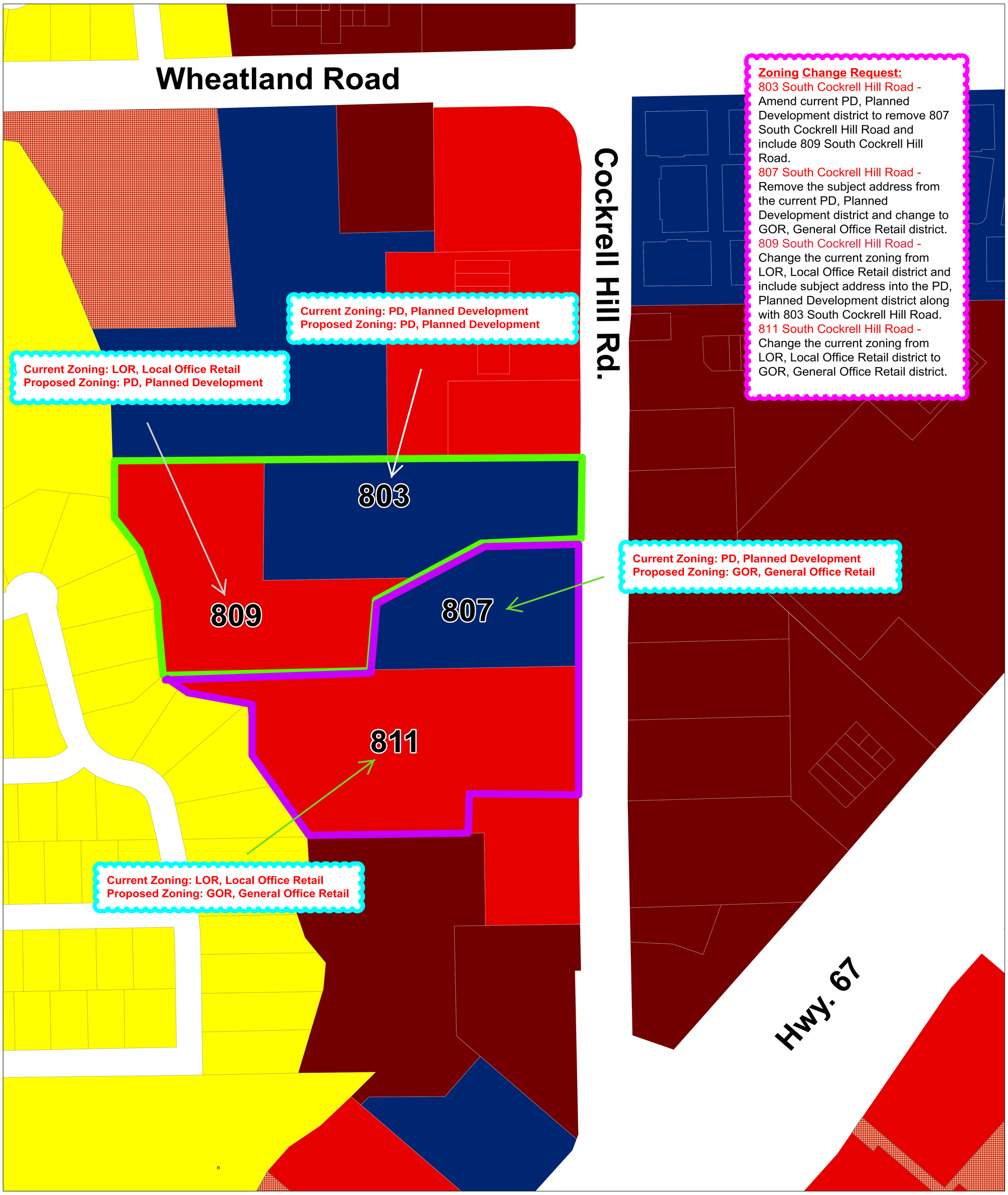
Attachment 2



Duncanville
City of Champions

Request for Zoning Change
803, 807, 809 and 811 South Cockrell Hill Road

N
W E
S



Duncanville
City of Champions

Request for Zoning Change
803, 807, 809 and 811
South Cockrell Hill Road

N
W E
S

Attachment 3

Development Services
Planning Division
203 E. Wheatland Rd.
P.O. Box 380280
Duncanville, TX 75138
972-707-3878

ZONING CHANGE APPLICATION

CONTACT INFORMATION

Applicant/ Agent JAYNES MEMORIAL CHAPEL **Contact:** RICK JAYNES

❑ **Engineer** ❑ **Architect** ❑ **Surveyor** ☒ **Owner** ❑ **Other**

Applicant/Agent Address: 811 S. COCKRELL HILL **City:** DUNCANVILLE **State:** TX **Zip:** 75137

Agent Email: RJAYNES@SWBELL.NET **Telephone:** 972-298-2334 **(Fax)**

Property Owner: (SAME AS APPLICANT) Contact:

Owner Address City: State: Zip:

Owner Email: Telephone: (Fax)

REQUIRED

PROPERTY INFORMATION

Property Address:

Legal Description of Property: 803-811 S. COCKRELL HILL ROAD

LOTS 1A & 2A, BLOCK 1 OF MERRYWOOD ADDITION	4.4 ac	PD-1462
TRACT 23 & LOT 1, BLOCK 1 OF JAYNES MEMORIAL ADDITION	7.7 ac	LOR

REQUIRED

REQUEST TYPE

❑ Specific Use Permit - Commercial
For

❑ Specific Use Permit - Residential
For

☒ Change in Zoning
From PD 1462 & LOR To GOR

❑ Planned Development (PD)
❑ Amend PD Approval
❑ Development Plan Approval
❑ Conceptual Plan Approval
❑ Alternative Compliance Request

REQUIRED

SUBMITTAL DOCUMENTS

ALL ZONING REQUESTS MUST CONTAIN THE FOLLOWING DOCUMENTATION

- ☒ Completed application
- ☒ Application fee
- ☒ Property survey, or site plan or electronic copy of the metes and bounds legal description Microsoft word format or plat
- ☒ Written description of request (associated variance requests require justification), business statement or business plan with detailed description of proposed operation
- ☒ Electronic copies of all submittals via email

REQUIRED

ZONING CHANGE APPLICATION

803-811 S. COCKRELL HILL ROAD
DUNCANVILLE, TEXAS 75137

PROPERTY OWNERSHIP

TRACT:
803 S. COCKRELL HILL ROAD
809 S. COCKRELL HILL ROAD

OWNER:
PEGGY JAMES OGDEN LIFE ESTATE
& MERRYWOOD PROPERTIES
ATTN: COLLEEN C. OGDEN
803 S. COCKRELL HILL ROAD
DUNCANVILLE, TEXAS 75137

TRACT:
807 S. COCKRELL HILL ROAD
811 S. COCKRELL HILL ROAD

OWNER:
JAYCARE INVESTMENTS INC.
ATTN: RICK JAYNES
811 S. COCKRELL HILL ROAD
DUNCANVILLE, TEXAS 75137

Acknowledgments

I understand that all required information and plans must be submitted with this application or the application be deemed incomplete.

I hereby authorize the placing of a sign on subject property indicating a zoning change is under consideration.

I understand the requirements of the zoning classifications as stated in the City of Duncanville Zoning Ordinance related to this request and will comply with all necessary requirements of the City codes. I am aware that the City Council has the power to zone land as most appropriate in their wisdom, to promote the health, safety, and morals and for the protection and preservation of places of historical or cultural importance, and the general welfare of the community.

I have read and understand this application and certify that all information and attachments are true and correct. I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the request described. Applicants (or a representative) are expected to be present at all public hearings concerning this application to justify and explain their request and to answer questions posed by the City Planning and Zoning Commission and City Council.

Colleen C. Ogden — Signature of Current Property Owner

September 2, 2022 — Date

Notarization

BEFORE ME, Kimberly L. Edmondson, on this day personally appeared Colleen C. Ogden, known to or proved to me on the oath of _____ or through TX F.D. (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2ND day of September 2022.

(Seal)

KIMBERLY L. EDMONDSON
Notary Public, State of Texas
Comm. Expires 09-17-2025
Notary ID 133339001

Kimberly L. Edmondson
Notary Public in and for the State of Texas
My Commission Expires: 09-17-2025

803 S. COCKRELL HILL ROAD809 S. COCKRELL HILL ROAD

2

Acknowledgments

I understand that all required information and plans must be submitted with this application or the application be deemed incomplete.

I hereby authorize the placing of a sign on subject property indicating a zoning change is under consideration.

I understand the requirements of the zoning classifications as stated in the City of Duncanville Zoning Ordinance related to this request and will comply with all necessary requirements of the City codes. I am aware that the City Council has the power to zone land as most appropriate in their wisdom, to promote the health, safety, and morals and for the protection and preservation of places of historical or cultural importance, and the general welfare of the community.

I have read and understand this application and certify that all information and attachments are true and correct. I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the request described. Applicants (or a representative) are expected to be present at all public hearings concerning this application to justify and explain their request and to answer questions posed by the City Planning and Zoning Commission and City Council.

Signature of Current Property Owner — Date: September 2, 2022

Notarization

BEFORE ME, Kimberly L Edmondson on this day personally appeared RICK JAYNES, known to or proved to me on the oath of _____ or through TX I.D. (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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Kimberly L Edmondson
Notary Public in and for the State of Texas
My Commission Expires: 09-17-2025

807 S. COCKRELL HILL ROAD811 S. COCKRELL HILL ROAD

Following is to be completed only if a person other than the owner is submitting this application.

Owner Validation

Applicant has permission to pursue a zoning change on the property located at 803 & 809 S. COCKRELL HILL ROAD with the City of Duncanville.

Colleen C Ogden — Signature of Owner/Agent

September 2, 2022 — Date

BEFORE ME, Kimberly L Edmondson on this day personally appeared Colleen C. Ogden, known to or proved to me on the oath of _____ or through TX I.D. (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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Notary Public in and for the State of Texas
My Commission Expires: 09-17-2025

803 S. COCKRELL HILL ROAD
809 S. COCKRELL HILL ROAD

Following is to be completed only if a person other than the owner is submitting this application.

Owner Validation

Applicant has permission to pursue a zoning change on the property located at 807 & 811 S. COCKRELL HILL ROAD with the City of Duncanville.

Signature of Owner/Agent — September 2, 2022 — Date

BEFORE ME, Kimberly L Edmondson, on this day personally appeared RICK JAYNES, known to or proved to me on the oath of RICK JAYNES or through _____ (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of September, 2022.

(SEAL)

KIMBERLY L. EDMONDSON
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Comm. Expires 09-17-2025
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Kimberly L Edmondson
Notary Public in and for the State of Texas
My Commission Expires: 09-17-2025

807 S. COCKRELL HILL ROAD
811 S. COCKRELL HILL ROAD

3

Development Plan Submittal includes the following:

- ☐ ☐ Site plan
- ☐ ☐ Building Elevations
- ☐ ☐ Landscape plan
- ☐ ☐ Floor Plans
- ☐ ☐ Other _____

Amendment of Planned Development

YES N/A

- ☐ ☐ Written Letter with Detailed Description of proposed operation including list of proposed changes.
- ☐ ☐ Revised Development Plan

Development Plan

YES N/A

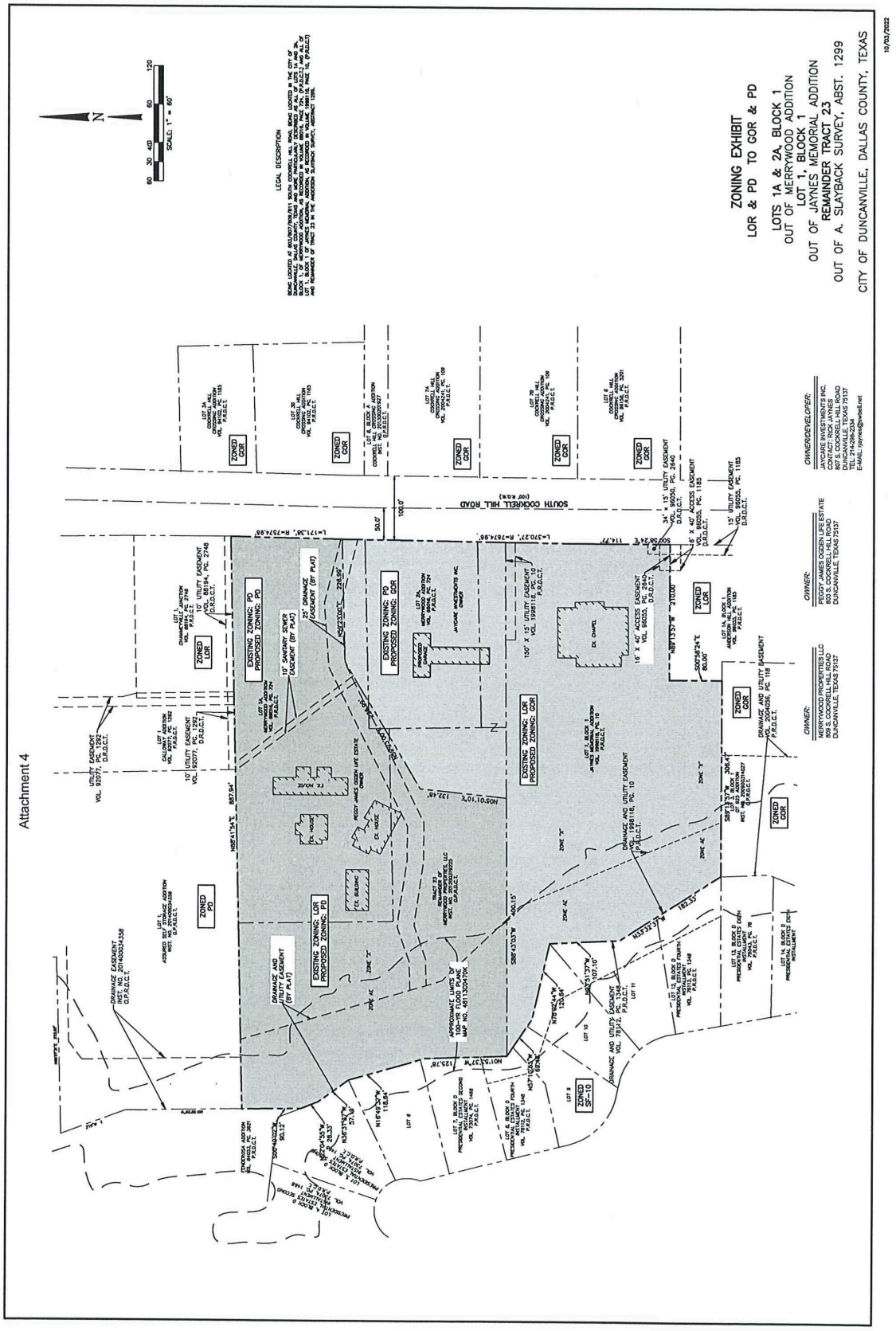
- ☐ ☐ Proposed PD Conditions
- ☐ ☐ Site plan
- ☐ ☐ Building Elevations
- ☐ ☐ Landscape Plan
- ☐ ☐ Floor Plans
- ☐ ☐ Other _____

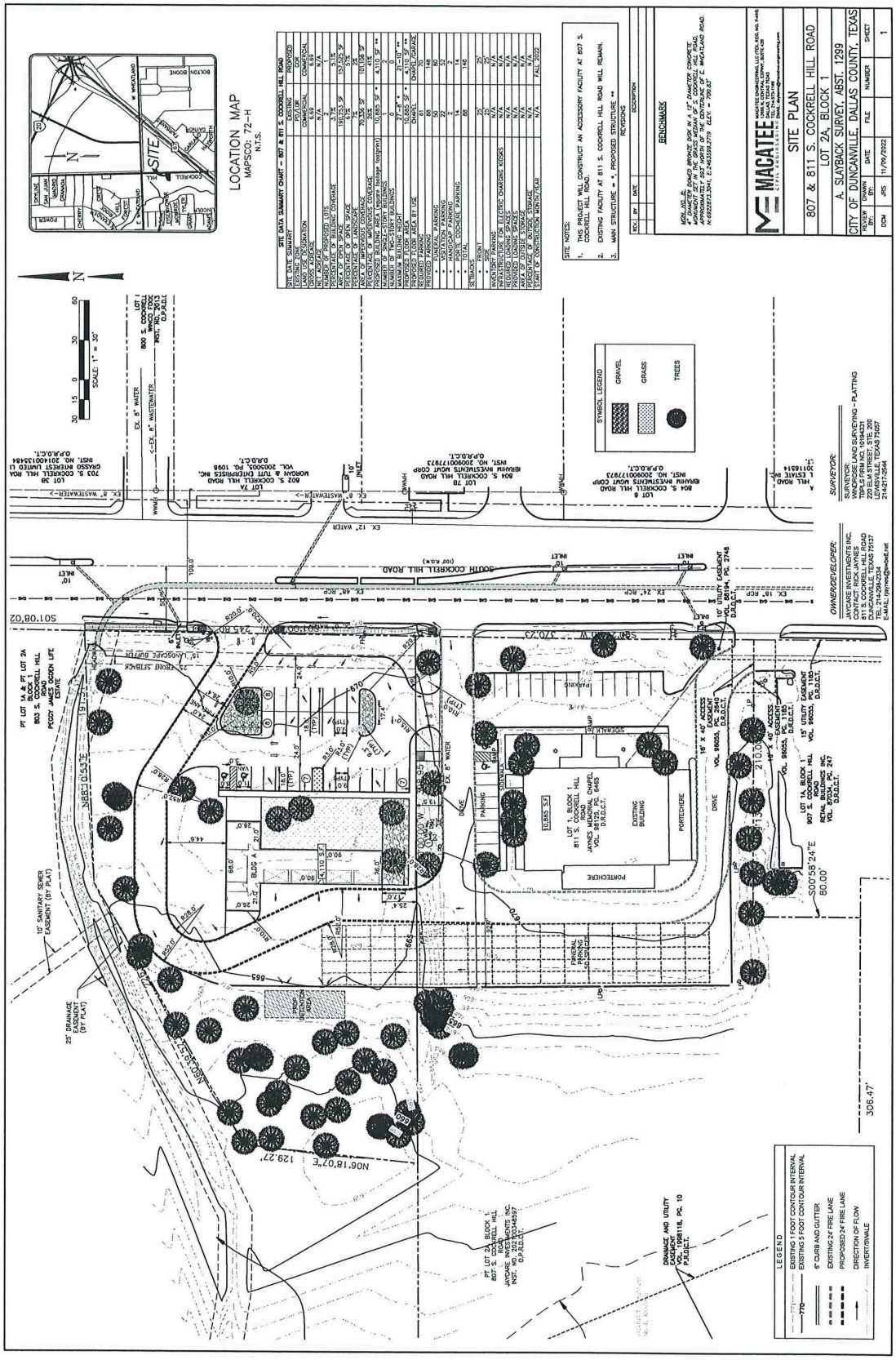
Change of Zoning

- ☒ ☐ Written Detailed Description of request including how the request considers the following factors:

  - Whether the proposed change of zoning change implements the policies of the adopted Comprehensive Plan
  - Whether the uses allowed by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the City as a whole;
  - Whether the proposed change is in accordance with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;
  - The amount of and development absorption (or redevelopment) rate of vacant or underutilized land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstance which may make a substantial part of such vacant land unavailable for development;
  - How other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved, and whether such designation for other areas should be modified also; and any other factors which substantially affect the public health, safety, morals, or general welfare.

REQUIRED


ZONING EXHIBIT
LOR & PD TO GOR & PD
LOTS 1A & 2A, BLOCK 1
OUT OF MERRYWOOD ADDITION
LOT 1, BLOCK 1
OUT OF JAYNES MEMORIAL ADDITION
REMAINDER TRACT 23
OUT OF A. SLAYBACK SURVEY, ABST. 1299
CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS
10/03/2022
SCALE: 1" = 60'
LEGAL DESCRIPTION
OWNER/DEVELOPER:
JAYCARE INVESTMENTS INC.
CONTACT: RICK JAYNES
825 S. COCKRELL HILL ROAD
DUNCANVILLE, TEXAS 75137
TEL: 214-298-2354
E-MAIL: rjaynes@swbell.net
OWNER:
PEGGY JAMES OGDEN LIFE ESTATE
809 S. COCKRELL HILL ROAD
DUNCANVILLE, TEXAS 75137
OWNER:
MERRYWOOD PROPERTIES LLC
809 S. COCKRELL HILL ROAD
DUNCANVILLE, TEXAS 75137
SOUTH COCKRELL HILL ROAD
EXISTING ZONING: LOR
PROPOSED ZONING: GOR
EXISTING ZONING: PD
PROPOSED ZONING: PD
EXISTING ZONING: LOR
PROPOSED ZONING: PD
EXISTING ZONING: PD
PROPOSED ZONING: GOR
EXISTING ZONING: LOR
PROPOSED ZONING: GOR
ZONED LOR
ZONED GOR
ZONED PD
ZONED SF-10
Attachment 4

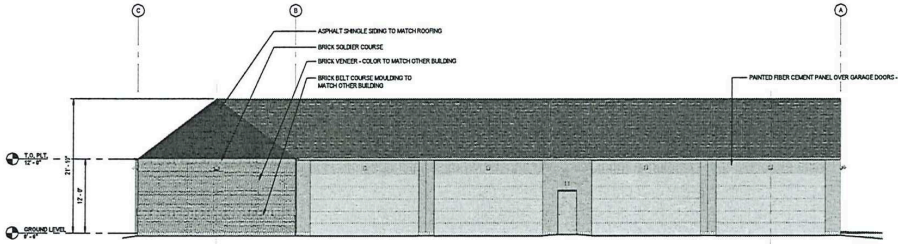

LOCATION MAP
MAPSCO: 72-H
N.T.S.
SITE DATA SUMMARY CHART – 807 & 811 S. COCKRELL HILL ROAD
SITE NOTES:
1. THIS PROJECT WILL CONSTRUCT AN ACCESSORY FACILITY AT 807 S. COCKRELL HILL ROAD.
2. EXISTING FACILITY AT 811 S. COCKRELL HILL ROAD WILL REMAIN.
3. MAIN STRUCTURE = *, PROPOSED STRUCTURE = **
REVISIONS
BENCHMARK
SITE PLAN
807 & 811 S. COCKRELL HILL ROAD
LOT 2A, BLOCK 1
A. SLAYBACK SURVEY, ABST. 1299
CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS
MACATEE
SURVEYOR:
OWNER/DEVELOPER:
SOUTH COCKRELL HILL ROAD
LEGEND
SCALE: 1" = 30'

ROOF AND GABLE END MATERIAL

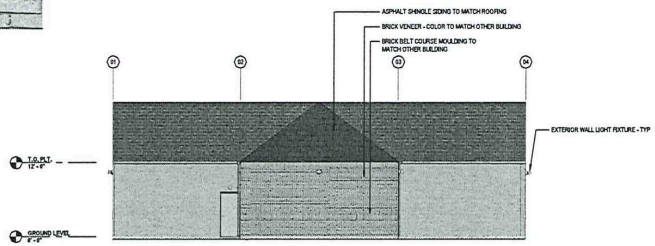


BRICK VENEER COLOR AND FINISH

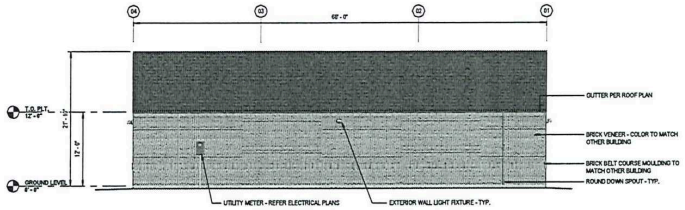




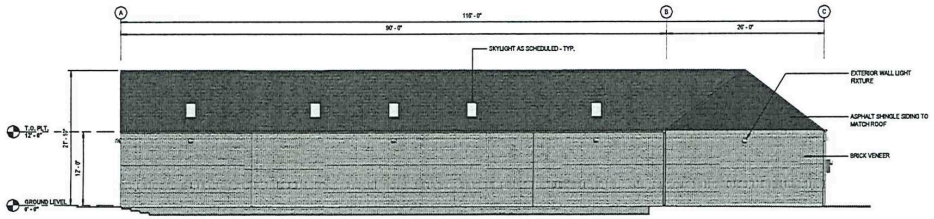
4 EXTERIOR ELEVATION - WEST COLOR
1/8" = 1'-0"



3 EXTERIOR ELEVATION - SOUTH COLOR
1/8" = 1'-0"



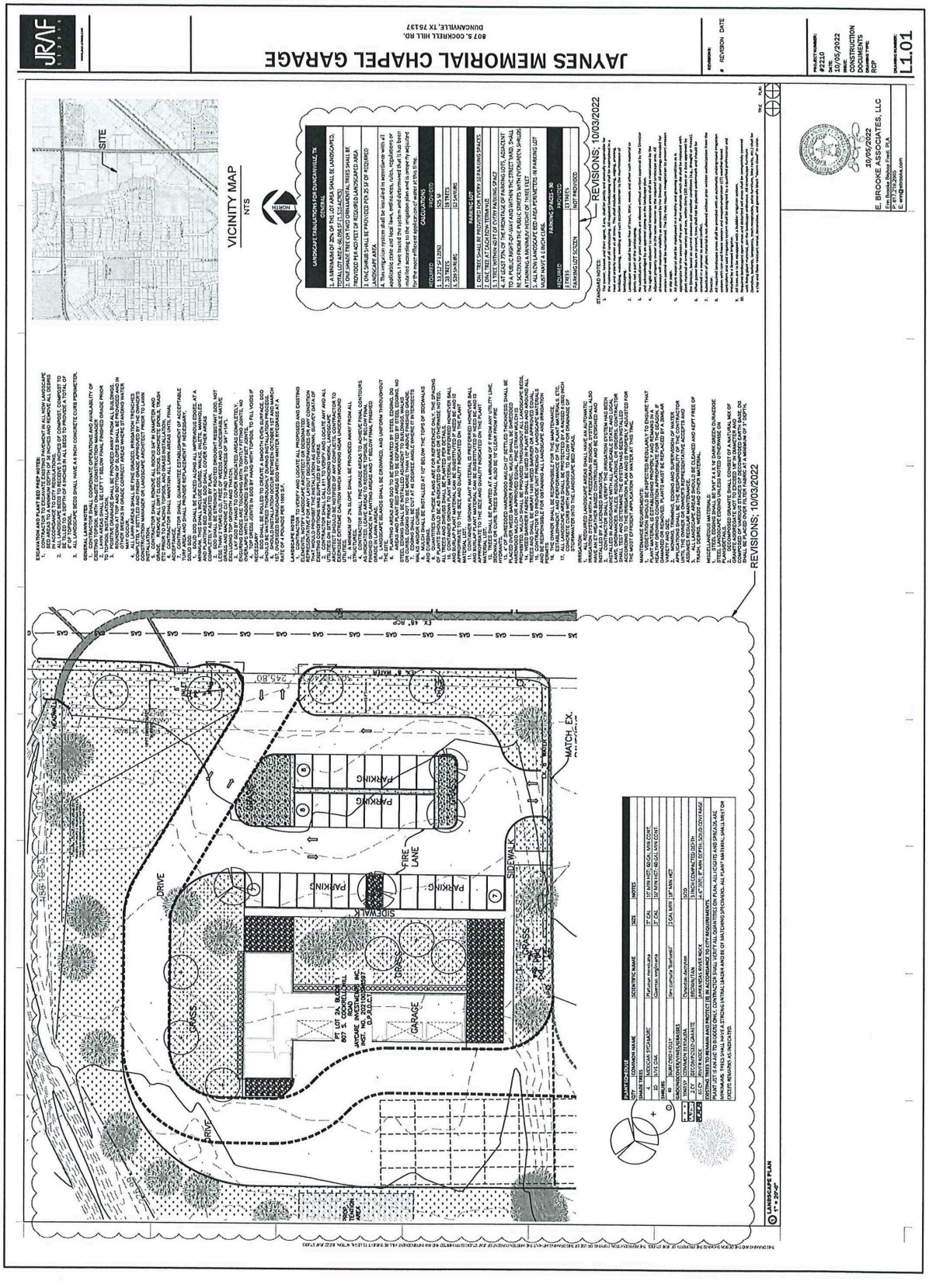
2 EXTERIOR ELEVATION - NORTH COLOR
1/8" = 1'-0"

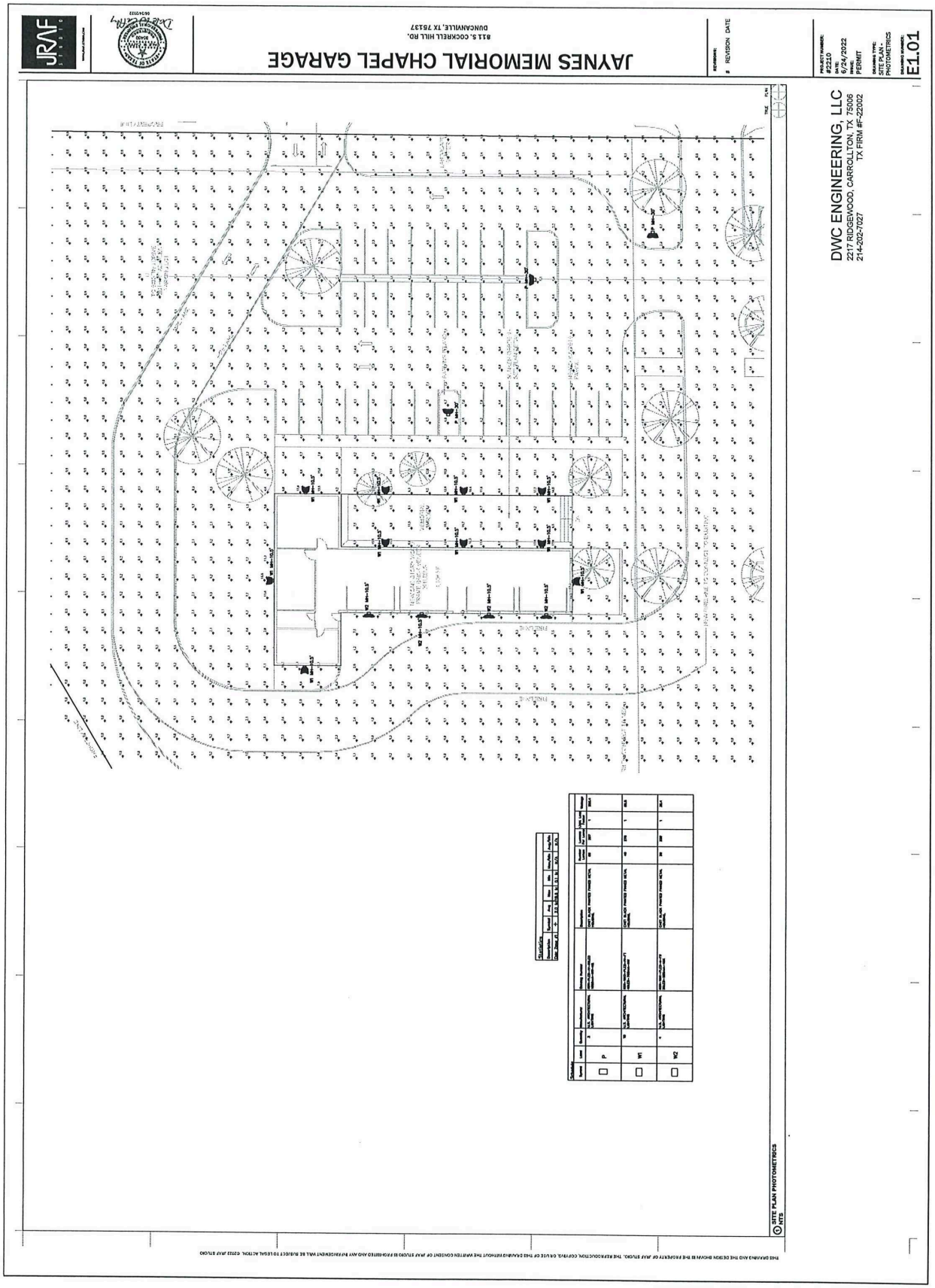


1 EXTERIOR ELEVATION - EAST COLOR
1/8" = 1'-0"

JRAF STUDIO
Jesse Rodriguez, AIA
214.232.8965
jesse@jraf-studio.com
www.jraf-studio.com

811 S. Cockrell Hill Rd.
Duncanville, TX 75137


JAYNES MEMORIAL CHAPEL GARAGE
807 S. COCKRELL HILL RD.
DUNCANVILLE, TX 76137
VICINITY MAP
NTS
SITE
LANDSCAPE CALCULATIONS FOR DUNCANVILLE, TX
GENERAL
1. A MINIMUM OF 20% OF THE LOT AREA SHALL BE LANDSCAPED.
2. ONE SMALL TREE OR SHRUB LARGE/SMALL TREES SHALL BE PROVIDED PER 425 FEET OF REQUIRED LANDSCAPE AREA
3. ONE SHRUB SHALL BE PROVIDED PER 25 SF OF REQUIRED LANDSCAPE AREA
4. All landscaping shall be installed in accordance with all applicable current local, state, and federal laws, regulations or codes. I have traced the system and determined that it has been designed according to the irrigation plan and is properly adjusted so that adequate coverage and water pressure exists.
CALCULATIONS
REQUIRED / PROVIDED
1,332 SF (20%) / 10% M
1,332 SF / 1,332 SF
1,329 SHRUBS / 133 SHRUBS
PARKING LOT
1. ONE TREE SHALL BE PROVIDED FOR EACH 20 PARKING SPACES.
2. ONE TREE AT EACH ISLAND TERMINUS
3. 1 TREE WITHIN 40 FT OF EVERY PARKING SPACE
4. AT LEAST 75% OF THE HEIGHT OF PARKING LOT SCREENING SHALL BE ACCEPTED FROM THE PUBLIC STREETS WITH EVERGREEN SHRUBS.
5. TEARING A MINIMUM HEIGHT OF THREE FEET
6. ALL LANDSCAPE AREAS SHALL BE PROTECTED BY A RAISED CURB AT LEAST 6 INCHES HIGH.
REQUIRED / PROVIDED
PARKING SPACES = 30 / 30
TREES / 2
PARKING LOT SCREEN / NOT PROVIDED
REVISIONS; 10/03/2022
STANDARD NOTES:
EXCAVATION AND PLANT BED PREP NOTES:
GENERAL LAWN NOTES
LANDSCAPE NOTES
PLANT SCHEDULE
LANDSCAPE PLAN
1" = 20'-0"
REVISIONS; 10/03/2022
E. BROOKE ASSOCIATES, LLC
Em Brooke Rehse Fnaf, PLA
T: 817.703.0000
E: em@ebooks.com
PROJECT NUMBER: #2210
DATE: 10/05/2022
TIME:
CONSTRUCTION DOCUMENTS
Drawing TYPE: RCP
DRAWING NUMBER: L1.01
REVISION DATE
REVISIONS:


JAYNES MEMORIAL CHAPEL GARAGE
815 S. COCKRELL HILL RD.
DUNCANVILLE, TX 75137
DWC ENGINEERING, LLC
2217 RIDGEWOOD, CARROLLTON, TX 75006
214-202-7027
TX FIRM #F-22002
#2210
6/24/2022
PERMIT
SITE PLAN - PHOTOMETRICS
E1.01
SITE PLAN PHOTOMETRICS
SCALE: 1" = 20'-0"

Attachment 5

ZONING CHANGE APPLICATION

803-811 S. COCKRELL HILL ROAD
DUNCANVILLE, TEXAS 75137

DETAILED DESCRIPTION

Requested Zoning Change from Planned Development 1462 to General Office/Retail (GOR)

The current zoning for the property is Local Office/Retail (LOR) and Planned Development 1462. The applicant met with Planning Department staff ("Staff") on March 3, 2022, to discuss the current and proposed uses for the property. The properties in the vicinity on both sides of South Cockrell Hill Road are either zoned LOR or GOR.

The Comprehensive Plan (the "Plan") depicts this property as being in Opportunity Zone 1. The plan's vision for the area at Wheatland Road and Cockrell Hill Road is for the area to have retail/commercial development, either standalone or as a mixed-use development. The current proposed project is for an accessory building to be constructed for Jaynes Memorial Chapel which lies along the south side of the subject tract. Both uses are allowed by right in GOR.

The subject tract is bounded by South Cockrell Hill Road on the east, a residential subdivision on the west, and commercial properties on both the north and south. A densely wooded creek and flood plain act as a screen or barrier between the subject property and the subdivision. The property is currently served by public utilities and is not anticipated to necessitate improvements to public infrastructure.

The proposed zoning change will benefit the Opportunity Zone by bringing the property's allowed uses in conformance with the surrounding developed properties. The current use proposed for a portion of the subject tract is a specialized commercial use and should have no effect on the developability of nearby tracts.

Attachment 6

City of Duncanville
Planning Division
203 E. Wheatland Rd.
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878
(e) lynette.romero@duncanvilletx.gov

December 2, 2022

Zoning File: **2022-36**

Dear Property Owner:

Rick Jaynes, Applicant and Owner, is requesting approval of a Zoning Change to allow for the use of an Accessory Building on 1A & PT Lot 2A, Block 1, Merrywood Addition; Lots 1A and 2A Merrywood Addition; Lot 1, Block 1, Jaynes Memorial Addition; and PT TR 23 ACS 3.1562, A Slayback ABST 1299 PG 880, more commonly known as 803, 807, 809 and 811 South Cockrell Hill Road, in the City of Duncanville, Dallas County, Texas.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of property that is being considered for rezoning for this particular public hearing. Please refer to the enclosed map that indicates which property is being rezoned.

The Planning and Zoning Commission will hold a public hearing on Monday, December 12, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, January 3, 2023, at 7:00 p.m., both in the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change. If you oppose the zoning change, however, the attached survey must be completed and returned by **January 3, 2023**, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary, Juanita Willman, or to the Senior City Planner, Nathan Warren, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email lynette.romero@duncanvilletx.gov stating your position. You are encouraged to participate in the public hearing and offer comments.

Please reach out to me directly at (972) 780-5057 with any questions pertaining to this request.

Sincerely,

Nathan Warren

Nathan Warren
Senior City Planner

Enclosures

City of Duncanville
Planning Division
203 E. Wheatland Rd.
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878
(e) lynette.romero@duncanvilletx.gov

Diciembre 2, 2022

Archivo de zonificación: **2022-36**

Estimado propietario:

Rick Jaynes, solicitante y propietario, está solicitando la aprobación para una cambio de Zonificación para permitir el uso de un Edificio Accesorio en 1A & PT Lot 2A, Block 1, Merrywood Addition; Lots 1A and 2A Merrywood Addition; Lot 1, Block 1, Jaynes Memorial Addition; and PT TR 23 ACS 3.1562, A Slayback ABST 1299 PG 880, más comúnmente conocido como 803, 807, 809 and 811 South Cockrell Hill Road, en la ciudad de Duncanville, condado de Dallas, Texas.

Su propiedad NO está siendo rezonificada. Se le ha enviado este aviso porque se encuentra dentro del área de notificación requerida de 200 pies de la propiedad que se está considerando para la rezonificación para esta audiencia pública en particular. Consulte el mapa adjunto que indica qué propiedad se está rezonificando.

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 12 de Diciembre de 2022, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 3 de Enero de 2023, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto. Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del **3 de Enero de 2023**, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos al Secretaria de la Ciudad, Juanita Willman, o a el Planificador de la Cuidad, Nathan Warren, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico lynette.romero@duncanvilletx.gov indicando su posición. Se le anima a participar en la audiencia pública y ofrecer comentarios.

Por favor de comunicarse conmigo directamente al (972) 780-5057 con cualquier pregunta relacionada con esta solicitud.

Sinceramente

Nathan Warren

Nathan Warren
Planificador de la Cuidad

Recintos

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2022-36 Rick Jaynes, Applicant and Owner, are requesting approval of a Zoning Change to allow for the use of Accessory Building on 1A & PT Lot 2A, Block 1, Merrywood Addition; Lots 1A and 2A Merrywood Addition; Lot 1, Block 1, Jaynes Memorial Addition; and PT TR 23 ACS 3.1562, A Slayback ABST 1299 PG 880, more commonly known as 803, 807, 809 and 811 South Cockrell Hill Road, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

NOTE: The purpose of the request is to allow for a Zoning Change.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a public hearing on Monday, December 12, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, January 3, 2023, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by **January 3, 2023**, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor*** *of granting the zoning request.*

_____ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: ___

El siguiente formulario puede ser llenado y enviado por correo a:

Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280

Caso No. 2022-36 Rick Jaynes, Solicitante y Propietario, está solicitando la aprobación para una Cambio de Zonificación para permitir el uso de Edificio Accesorio en 1A & PT Lot 2A, Block 1, Merrywood Addition; Lots 1A and 2A Merrywood Addition; Lot 1, Block 1, Jaynes Memorial Addition; and PT TR 23 ACS 3.1562, A Slayback ABST 1299 PG 880, más comúnmente conocido como 803, 807, 809 and 811 South Cockrell Hill Road, en la Cuidad de Duncanville, condado de Dallas, Texas. Esta es la primera de dos audiencias públicas que se han programado para recibir más información sobre el cambio de zonificación solicitado.

NOTA: El propósito de la solicitud es permitir un **Cambio de Zonificación**.

Se le ha enviado este aviso ya que su propiedad está dentro del área de notificación de 200 pies de la propiedad que se solicita para un cambio de zonificación. **Su propiedad no está siendo rezonificada.**

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 12 de Diciembre 2022, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 3 de Enero de 2023, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto.

Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del **3 de Enero de 2023**, para cumplir con los requisitos legales para una protesta formal por escrito.

Por favor, marque uno:

_____ ***A favor*** de conceder la solicitud de *zonificación.*

____ ***No a favor*** de otorgar la solicitud de *zonificación.*

Mis razones son las siguientes:

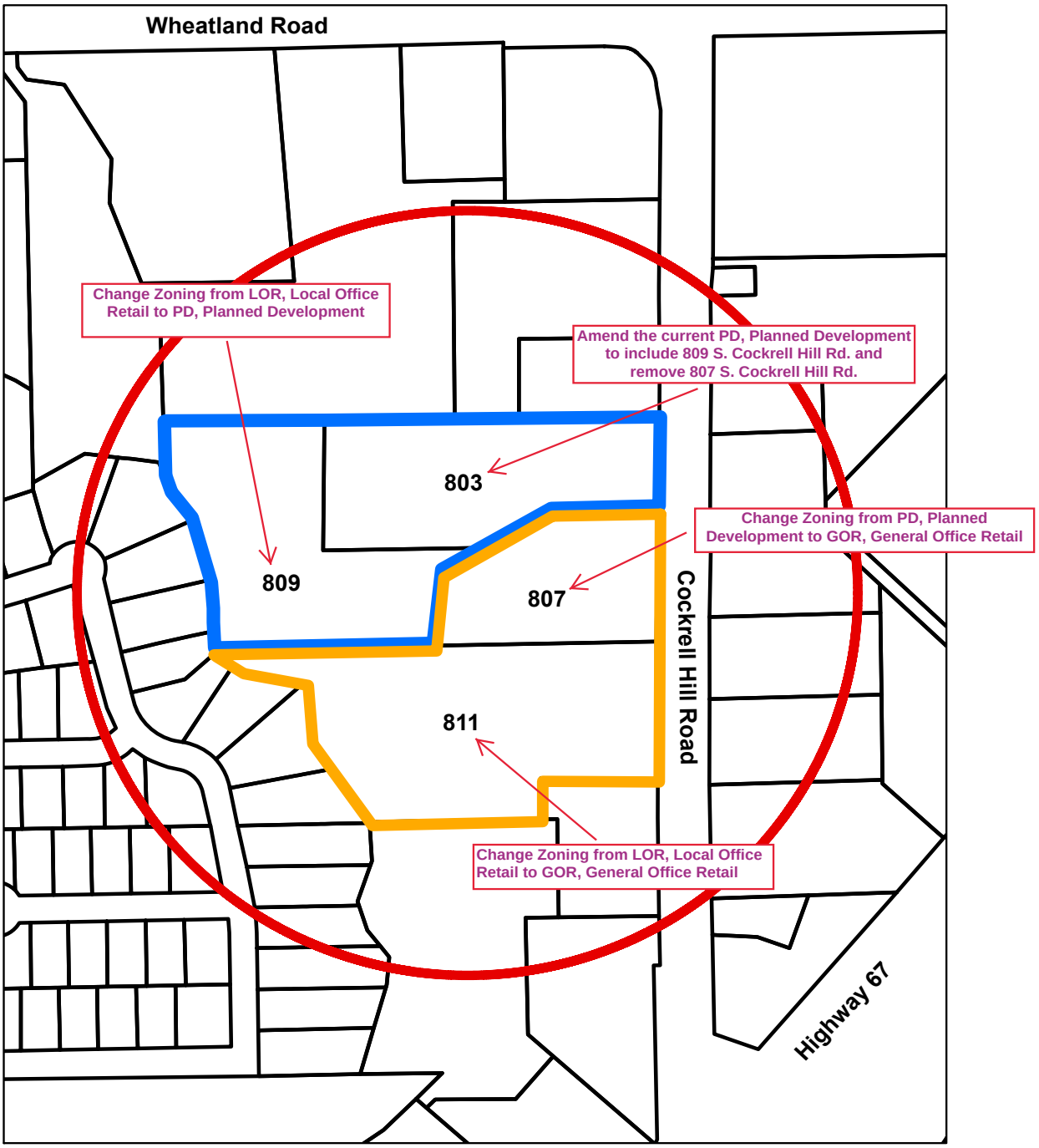
1).

2).

3).

Nombre impreso: _____ Dirección: _____

Firma: _____ Fecha: __



The Applicant is requesting to:

- Amend the current PD, Planned Development district which resides over 803 S. Cockrell Hill Rd. to include 809 S. Cockrell Hill Rd. and remove 807 S. Cockrell Hill Rd.
- Change the zoning of 809 S. Cockrell Hill Rd. which is currently LOR, Local Office Retail district to PD, Planned Development district.
- Change the zoning of 807 S. Cockrell Hill Rd. which is currently PD, Planned Development district to GOR, General Office Retail district.
- Change the zoning of 811 S. Cockrell Hill Rd. which is currently LOR, Local Office Retail district to GOR, General Office Retail district.
- The Applicant is proposing to develop a new parking structure at 807 S. Cockrell Hill Rd. that will be an accessory use to the existing funeral home located at 811 S. Cockrell Hill Rd.

If you have any questions, please contact Planning and Zoning at 972-707-3878 or 972-780-5057.

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2022-36 Rick Jaynes, Applicant and Owner, are requesting approval of a Zoning Change to allow for the use of Accessory Building on 1A & PT Lot 2A, Block 1, Merrywood Addition; Lots 1A and 2A Merrywood Addition; Lot 1, Block 1, Jaynes Memorial Addition; and PT TR 23 ACS 3.1562, A Slayback ABST 1299 PG 880, more commonly known as 803, 807, 809 and 811 South Cockrell Hill Road, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

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If you oppose the zoning change, however, the attached survey must be completed and returned by **January 3, 2023**, to fulfill legal requirements for a written formal protest.

Please check one:

✓ ***In favor*** *of granting the zoning request.*

_____ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1).

2).

3).

Printed Name: Colleen Ogden

Signature: Colleen Ogden

Address: 825 S. Cockrell Hill Duncanville

Date: 12/7/22

RECEIVED 12.12.2022

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2022-36 Rick Jaynes, Applicant and Owner, are requesting approval of a Zoning Change to allow for the use of Accessory Building on 1A & PT Lot 2A, Block 1, Merrywood Addition; Lots 1A and 2A Merrywood Addition; Lot 1, Block 1, Jaynes Memorial Addition; and PT TR 23 ACS 3.1562, A Slayback ABST 1299 PG 880, more commonly known as 803, 807, 809 and 811 South Cockrell Hill Road, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

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Please check one:

✓ ***In favor*** *of granting the zoning request.*

_____ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1).

2).

3).

Printed Name: Colleen Ogden

Signature: Colleen Ogden

Address: 803 S. Cockrell Hill Duncanville, TX

Date: 12/7/22

RECEIVED 12.12.2022

12/19/2022

RECEIVED

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2022-36 Rick Jaynes, Applicant and Owner, are requesting approval of a Zoning Change to allow for the use of Accessory Building on 1A & PT Lot 2A, Block 1, Merrywood Addition; Lots 1A and 2A Merrywood Addition; Lot 1, Block 1, Jaynes Memorial Addition; and PT TR 23 ACS 3.1562, A Slayback ABST 1299 PG 880, more commonly known as 803, 807, 809 and 811 South Cockrell Hill Road, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

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If you oppose the zoning change, however, the attached survey must be completed and returned by **January 3, 2023**, to fulfill legal requirements for a written formal protest.

Please check one:

✓ ***In favor*** *of granting the zoning request.*

____ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1).

2).

3).

Printed Name: Nelda Fender Hunt Address: 714 E Wheatland Rd

Signature: Nelda Fender Hunt Date: 12-5-22

Attachment 7

GUTIERREZ CAROLINA & MARIO A
803 EISENHOWER DR
DUNCANVILLE TEXAS 751372605

ROTHER RONALD A & DALE E
807 EISENHOWER DR
DUNCANVILLE TEXAS 751372605

WASHINGTON JENNIFER
811 EISENHOWER DR
DUNCANVILLE TEXAS 751372605

ABURTO HORACIO SANCHEZ &
VAIZA MICAELA RUBIO
815 EISENHOWER DR
DUNCANVILLE TEXAS 751372605

AUSTIN KATHLEEN A
903 EISENHOWER DR
DUNCANVILLE TEXAS 751372628

ROBINSON NATASHA MONIQUE
907 EISENHOWER DR
DUNCANVILLE TEXAS 751372628

ROBLEDO FERNANDO & AMELIA D
911 EISENHOWER DR
DUNCANVILLE TEXAS 751372628

B REEL LP %BRABAQUA/BRAND
% QUIK TRIP CORP
PO BOX 3475
TULSA OKLAHOMA 741013475

B-REEL LP
C/O QUIK TRIP ATTN: TAX DEPT
P O BOX 3475
TULSA OKLAHOMA 741013475

MERRYWOOD PROPERTIES LLC
803 S COCKRELL HILL RD
DUNCANVILLE TEXAS 751372621

RETAIL BUILDINGS INC
PO BOX 25429
OKLAHOMA CITY OKLAHOMA 731250429

KA INVESTMENTS INC
8300 PRESTON TRACE BLVD
FRISCO TEXAS 750333001

DUNCANVILLE CITY OF
203 E WHEATLAND RD
DUNCANVILLE TEXAS 751164824

LUCKY DUNCANVILLE XING LP
6309 HIDDEN SPRINGS LN
GARLAND TEXAS 750443659

GOLDEN ARCH LTD PS DBA
1256 REGENTS PARK CT
DESOTO TEXAS 751152837

WINCO FOODS LLC
650 N ARMSTRONG PLACE
BOISE IDAHO 837040825

ARANA WANDA TRUSTEE
36 ARANA CIR
SAUSALITO CALIFORNIA 949651603

GRASSO INTEREST LIMITED LLP
% PHILIP NEIL GRASSO
PO BOX 330
POTTER VALLEY CALIFORNIA 954690330

HUGE AMERICAN REAL ESTATE INC
13355 NOEL RD STE 1645
DALLAS TEXAS 752406835

MORGAN & TUTT ENTERPRISES
INC
3224 DOVE CREEK RD
CLEBURNE TEXAS 760317719

IBRAHIM INVESTMENTS MGMT CORP
1915 WESTRIDGE DR
IRVING TEXAS 750382902

HUNT NELDA FENDER
714 E WHEATLAND RD
DUNCANVILLE TEXAS 751164931

EXTRA SPACE PROPERTIES 129 LLC
P O BOX 71870
6890 S 2300 E
SALT LAKE CITY UTAH 841716001

JAYCARE INV INC DBA
JAYNES MEMORIAL CHAPEL
1104 BRISTOL CIR
DESOTO TEXAS 751152818

OGDEN PEGGY JAMES LIFE ESTATE
803 S COCKRELL HILL RD
DUNCANVILLE TEXAS 751372621

JAYCARE INVESTMENTS INC
811 S COCKRELL HILL RD
DUNCANVILLE TEXAS 751372621

KOONCE CECIL J
7006 CURRIN
DALLAS TEXAS 752303528

DE LOS SANTOS ANGEL CARLOS V
719 EISENHOWER DR
DUNCANVILLE TEXAS 751372603

CALDERON VALENTIN & MARIA D
723 EISENHOWER DR
DUNCANVILLE TEXAS 751372603

REID STEVEN G & LINDA M
727 EISENHOWER DR
DUNCANVILLE TEXAS 751372603

BROADNAX GWENDOLYN
PO BOX 382501
DUNCANVILLE TEXAS 751382501

ORDINANCE NO. 2466

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING PLANNED DEVELOPMENT "PD" DISTRICT ZONING AND LOCAL OFFICE RETAIL "LOR" TO INCLUDE A PLANNED DEVELOPMENT "PD" ON PROPERTY LOCATED AT 803 AND 809 SOUTH COCKRELL HILL ROAD, DUNCANVILLE, DALLAS COUNTY, TEXAS, EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN AND DESCRIBED AS BEING ALL OF LOT 1R1, BLOCK 1, JAYNES MEMORIAL ADDITION; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

WHEREAS, the allowance of a school is no longer permitted.

WHEREAS, the addition of real property as indicated in Exhibit "B" shall be included.

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

SECTION 1. The Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be, and the same are hereby amended from Local Office/Retail "LOR" District zoning and Planned Development "PD" District zoning to a Planned Development "PD" on Lot 1R1, Block 1, Jaynes Memorial Addition, more commonly known as 803 and 809 South Cockrell Hill Road, Duncanville, Dallas County, Texas, Exhibit A.

SECTION 2. That said Property shall be used, developed, and maintained only in the manner and for the purposes provided for this Ordinance, Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and in conformance with this Ordinance.

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 Comprehensive Zoning Ordinance as a whole.

SECTION 4. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and 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 5. That the above-described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this planned development.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Duncanville, Texas, on the 7th day of February, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Janie Willman, City Secretary

APPROVED AS TO FORM:

_____

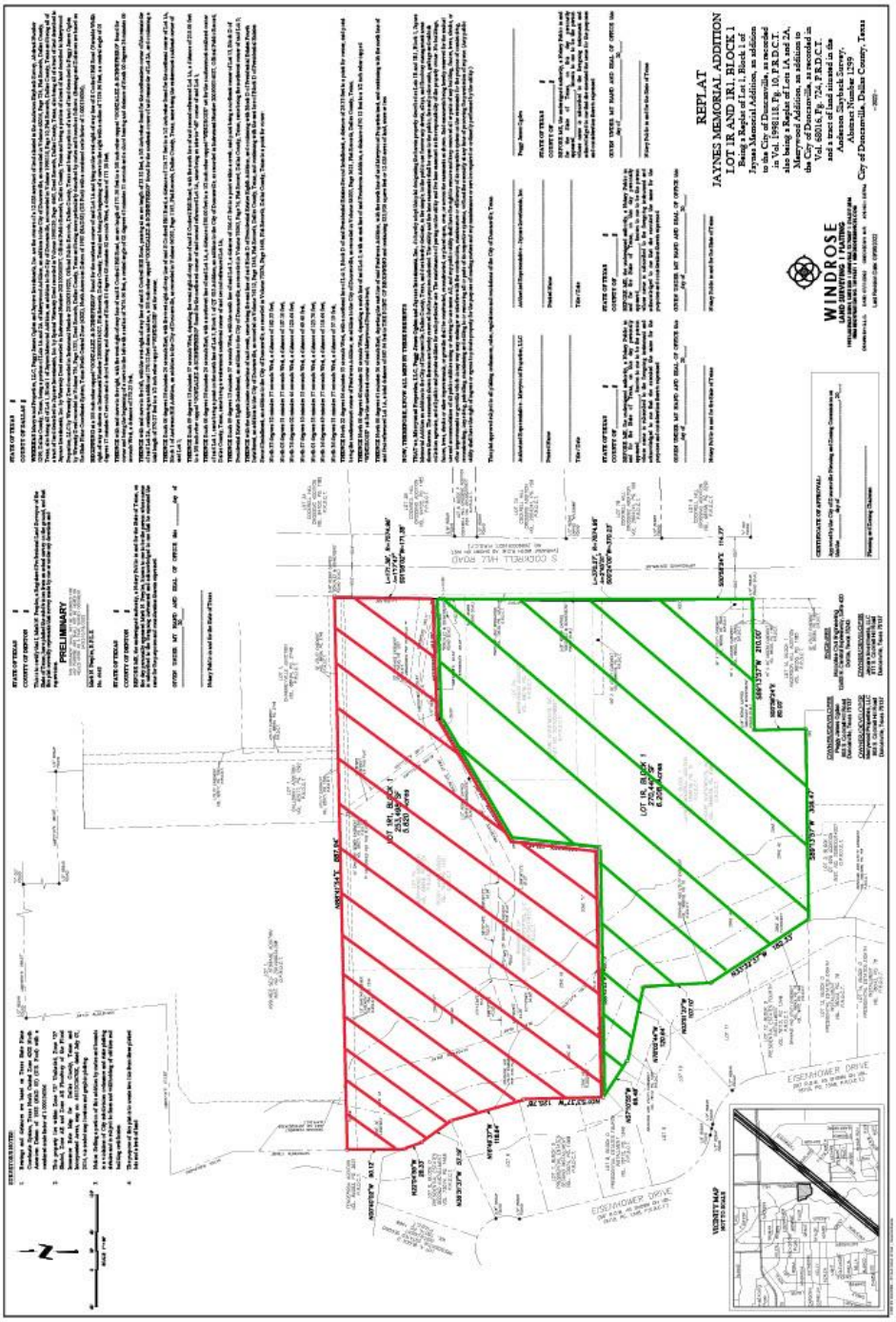
Robert E. Hager, City Attorney

EXHIBIT “A”

LEGAL DESCRIPTION

Being Lot 1R1, Block 1, Jaynes Memorial Addition, more commonly known as 803 and 809 South Cockrell Hill Road, Duncanville, Dallas County, Texas.

EXHIBIT "B"


PRELIMINARY
REPLAT
JAYNES MEMORIAL ADDITION
LOT 1R AND 1R1, BLOCK 1
Being a Replat of Lot 1, Block 1 of
Jaynes Memorial Addition, an addition
to the City of Doncanville, as recorded
in Vol. 1998118, Pg. 150, P.R.D.C.T.
and a tract of land situated in the
Abstract No. 1, Abstract No. 1A,
Merrywood Addition, an addition to
the City of Doncanville, as recorded in
Vol. 88016, Pg. 724, P.R.D.C.T.
and a tract of land situated in the
Abstract No. 1259,
Abstract Number 1259
City of Doncanville, Dallas County, Texas
WINDROSE
EISENHOWER DRIVE
S COOKSEY HILL ROAD