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

AMENDED

Tuesday, March 5, 2024
6:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session
or immediately following the 6:00 pm Work Session/Briefing

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

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

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

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

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person, broadcast by website and social media channels, and by video conference at 6:00 pm on Tuesday, March 5, 2024 in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

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

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

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

- Submit a comment by 4:00 p.m. on Tuesday, March 5, 2024.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, March 5, 2024
- First Name, Last Name, and Address

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WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

A. Council to receive a briefing on the Life School Master Plan. Life School is a tuition free public charter school with campuses across the Dallas area. 7 - 11

Life School Briefing

B. Council to receive an update on the progress of completing the FY22 audit from the Finance Department and McConnell Jones. 12

Update on the FY2022 Audit

C. Presentation by Huitt-Zollars representatives to update the facility condition/needs assessment performed in 2018. 13 - 36

Facility Conditions/Needs Assessment

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic. 37

Executive Session

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

CALL TO ORDER
INVOCATION
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 Spring 2024 Business Beautification Award Plaque and Proclamation to D-Squared Catering located at 519 E. Hwy 67. 38 - 41

Spring 2024 Business Beautification Award - D-Squared Catering

B. Recognition of Keep Duncanville Beautiful Spring 2024 Curb Appeal Residential Properties. 42 - 46

Keep Duncanville Beautiful Spring 2024 Curb Appeal

3. CITIZENS' INPUT

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

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

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

4. CONSENT AGENDA

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

A. Consider the Minutes for the February 20, 2024, City Council Regular Meeting. 47 - 51

City Council - 20 Feb 2024 - Minutes

B. Consider a Resolution to enter into a Joint Election Agreement and Election Services contract between Dallas County and other jurisdictions holding an election on May 4, 2024, to be administered by the Dallas County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code. 52 - 79

Joint Election Agreement

C. Consider a Resolution approving a five (5) year annual contract renewal with Mcci, LLC for Laserfiche Cloud Solution for a records management repository, training center, and support services in an amount not to exceed $156,000 over five years. 80 - 92

Mcci, LLC for Laserfiche

D. Consider a Resolution approving a renewal contract for the City of Duncanville's mass emergency notification system from Everbridge, Inc., through GSA contract GS-35F-0692P in an expenditure amount not-to-exceed $65,034.75. 93 - 113

Contract renewal with Everbridge for Mass Emergency Notification System

E. Consider a Resolution authorizing a contract for grounds maintenance equipment, parts, and supplies with Pioneer Manufacturing Company through BuyBoard Contract #706-23 in the amount not to exceed $80,000.00 over the 5-year period. 114 - 196

Pioneer Manufacturing Company

F. Consider a resolution amending the FY 2023-2024 Master Fee Schedule for Planning and Neighborhood Services to add the Native Landscaping Permit fee of $25.00. 197 - 204

Amend FY 2023-2024 Master Fee Schedule - Plannning and Neighborhood Services

G. Consider an Ordinance amending the FY 2023-2024 budget by appropriating interest income received to date and amending expenditures for Energov software reimplementation project management services. 205 - 211

FY 2024 Budget Amendment - Energov Reimplementation Project Management Services

H. Council to consider adopting a resolution approving an agreement with BerryDunn for the implementation of Tyler Technologies' Energov software with an expenditure amount not to exceed $132,800.00; authorizing the City Manager to execute all documents required for such agreement; and establishing an effective date. 212 - 231

BerryDunn Agreement

I. Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Southwest International Trucks, Inc. for the purchase of two dump trucks through BuyBoard Contract 723-23 in the expenditure amount of $219,924.72. 232 - 239

Purchase of Two Dump Trucks

J. Consider a Resolution authorizing the procurement of goods and services to replace the fiber connection between D.L. Hopkins Jr. Senior Center and Central Services Building 103, in the expenditure amount of $54,367.01. 240 - 243

Telecommunication Services

K. Consider a Resolution authorizing the approval of a Earnest Money contract agreement be for the purchase of real property at 200 W. Center Street, Duncanville, Texas 75116. 244 - 264

Approval of the Purchase of real property at 200 W. Center Street

L. Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Tim Maiden in an amount not to exceed $246,450.00 for a building located at 202 West Center Street, Duncanville, Texas, 75137. 265 - 285

DCEDC Design Incentive Grant - 202 W. Center St.

M. Consider a Resolution authorizing the Purchase Agreement for the purchase of an Armored Vehicle with the use of asset forfeiture funds for a future purchase not to exceed $400,000.00. 286 - 290

Armored Vehicle

N. Consider a Resolution authorizing the receipt of a grant from the Edward Byrne Memorial Justice Assistance Grant Program (JAG), to be administered by the City of Dallas, to provide funding for the Police Department, to purchase twenty-three level IIIA ballistic helmets with integrated face shields to replace the current helmets that will be expiring this year, with a total grant value of $8,704.52. 291 - 294

FY23 JAG Grant

O. Consider a Resolution authorizing the receipt of a grant from the Edward Byrne Memorial Justice Assistance Grant Program (JAG), to be administered by the City of Dallas, to provide funding for the Police Department, to purchase two JAMAR Technologies Black Cat II Radar Bundles and four accompanying lithium batteries, with a total grant value of $9,080.80. 295 - 298

FY22 JAG Grant

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. Consider an Ordinance of the City of Duncanville, Texas, amending the Code of Ordinances by amending Chapter 19 'Traffic,' Article VI 'Stopping, Standing and Parking,' by adding Section 19-117 'Public Highway, Interstate 20 and State Highway 67'; providing for regulations; providing for a severability clause; providing a repealing clause; providing a savings clause; and providing for an effective date. 299 - 303

Parking Prohibited on Public Highway, Interstate 20, and State Highway 67

C. Conduct a public hearing for consideration and action regarding the request of Sambatek, applicant, representing Hajoca Corporation, for a Specific Use Permit (SUP) to allow for the Use “Building Materials Sales” and consider adopting an ordinance amending the Comprehensive Zoning Ordinance and map on Crestview, Block C, Lots 20, 20.1, and 21, more commonly known as 624, 626 and 628 Crestside Drive, in the City of Duncanville, Dallas County, Texas. 304 - 331

SUP for Building Materials Sales at 624, 626 and 628 Crestside Drive

D. Conduct a public hearing regarding the request of Robert Brown, applicant, representing owner, Metro Housing LLC, to include a Specific Use Permit “SUP” for Short-Term Rental on Block 12, Lot 6, Dville Estates No. 3, more commonly known as 235 Greenstone Court, Duncanville, Dallas County, Texas, and consider adopting an ordinance to amend the Comprehensive Zoning Ordinance and Map. 332 - 356

Short-Term Rental SUP at 235 Greenstone Court

6. STAFF AND BOARD REPORTS

A. Receive the Parks and Recreation Department Quarterly Report 357 - 380

Parks and Recreation Department Quarterly Report

B. Receive Police Department 2023 Racial Profiling Report. 381 - 424
Racial Profiling Report 2023

C. Receive the Monthly Financial Report as of January 31, 2024. 425 - 469
Receive the Monthly Financial Report as of January 31, 2024

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Friday, March 1, 2024, by 10:00 A.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

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

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

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Council to receive a briefing on the Life School Master Plan. Life School is a tuition free public charter school with campuses across the Dallas area.

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:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
Life School has acquired 105 acres of property located at Cockrell Hill and E. Danieldale. The school is a tuition-free public charter school with campuses across the Dallas area. Life School is currently working with city staff on the completion of a master plan for the eventual submission to the Planning and Zoning Commission, and to Council for a Planned Development of the construction of a new school facility including Phase 1 High School, and future Phase 2 Middle School.

POLICY EXPLANATION:
Receive briefing on Life School Master Plan.

FUNDING SOURCE:

ORG and Object Number
N/A

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

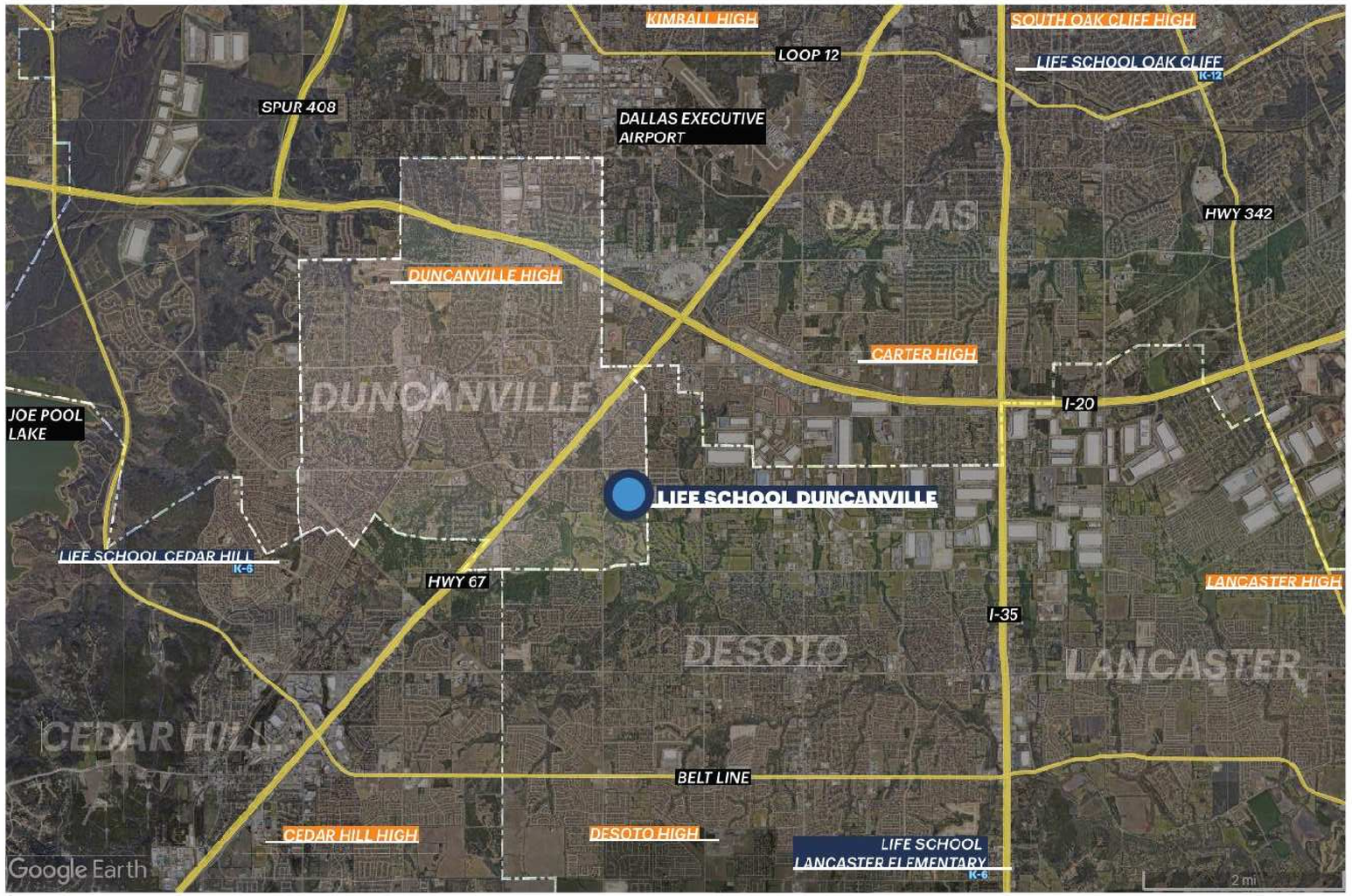
ACTION ALTERNATIVES:

1. Receive briefing on Life School Master Plan.
2. Other action directed by City Council.

ATTACHMENTS:

Life-School-Dwgs-rev1

LOCATION



HKS | Life School Duncanville Campus

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Agenda Item #3.A.

CAMPUS PLAN

Design Overview

CONCEPT OVERVIEW

The Gateway Concept focuses on creating a connection between the natural landscape and curated outdoor play areas. Drop-off and entrances occur between the naturally vegetated areas and the building, allowing students to be immersed in nature prior to arriving to class. A strong axial pathway invites connectivity between the schools, through a cafetorium and beyond toward the athletic fields.

FEATURES

01 Campus entry with signage

02 HS Staff Parking

03 HS Visitors Parking

04 HS Student Drop Off

05 HS Student and Stadium/Events Parking

06 MS Staff Parking

07 MS Visitors Parking

08 MS Student Drop Off

09 Bus Drop-Off

10 Entry Plaza

300'

N

HKS | Life School Duncanville Campus

SD3 DEVELOPMENT

Site Plan

FEATURES

01 Campus entry with signage

02 HS Staff Parking

03 HS Visitors Parking

04 HS Student Drop Off

05 HS Student and Stadium/Events Parking

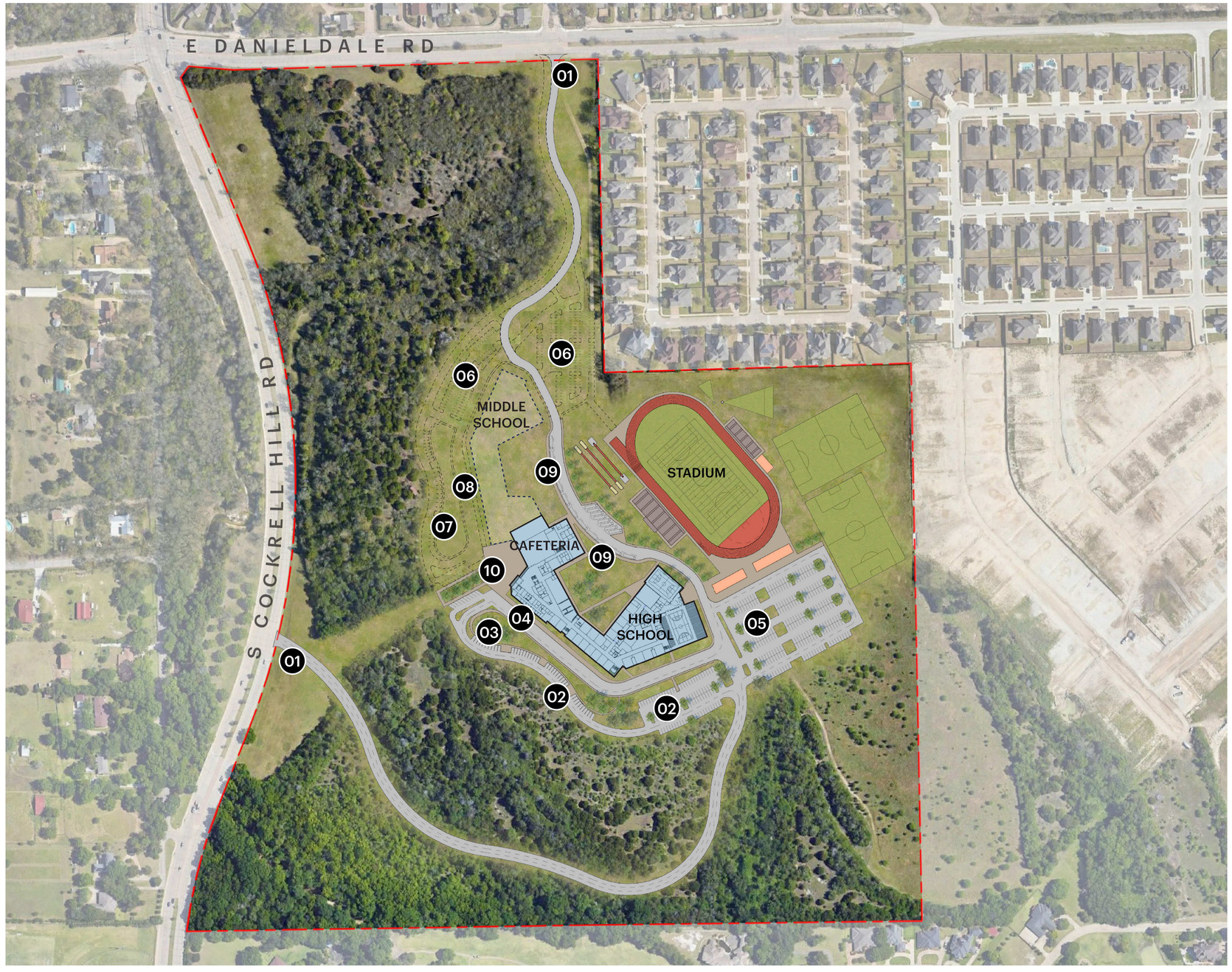
06 MS Staff Parking

07 MS Visitors Parking

08 MS Student Drop Off

09 Bus Drop-Off

10 Entry Plaza



SITE PLAN 1"=300'

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Council to receive an update on the progress of completing the FY22 audit from the Finance Department and McConnell Jones.

Vision Statement:

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

Pillar:

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

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

BACKGROUND/HISTORY:
Council to receive an update on the progress of completing the FY22 audit from the Finance Department and McConnell Jones.

POLICY EXPLANATION:
Council to receive an update on the progress of completing the FY22 audit from the Finance Department and McConnell Jones.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Receive the update from the Finance Department and McConnell Jones.

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Presentation by Huitt-Zollars representatives to update the facility condition/needs assessment performed in 2018.

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:
Douglas Finch, City Manager
John Anthony Sosebee, Sr. Vice President & Principal - Huitt-Zollars
Kirby Chadwell, Vice-President - Huitt-Zollars

BACKGROUND/HISTORY:
In 2018, City Council approved a contract with Huitt-Zollars to perform a city-wide facilities needs assessment. Huitt-Zollars produced a report that was presented to Council in May of that year.

POLICY EXPLANATION:
The 2018 needs assessment does not fit the city's current facility needs. Huitt-Zollars has presented a proposal to update its report from 2018 to more accurately reflect the current conditions and future needs of city facilities. Huitt-Zollars' updated proposal was not included in the FY23-24 budget.

FUNDING SOURCE:

ORG and Object Number
To be determined

Available Budget	Purchase Amount	After Encumber
TBD	TBD	TBD

ACTION ALTERNATIVES:
1. Council to provide feedback on proceeding forward with the proposal.
2. Other actions as directed by Council.

ATTACHMENTS:
Duncanville FCA-FNA Proposal - 2.22.2024
2018 Staff Report for Huitt-Zollars
SoleSource.Huitt.Zollars.FacilityConditionAssessment

HUITT ZOLLARS

2/ 22 /2024

Mr. Robert Brown
Interim City Manager, City of Duncanville
203 E. Wheatland Road
Duncanville, Texas 75116

Re: Duncanville Facility Condition Assessment – Facility Needs Assessment

Dear Mr. Brown:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide this letter of professional architectural and engineering services to the City of Duncanville, Texas (Client) for the Duncanville Facility Conditions and Needs Study. Our proposal is based upon the scope of services, compensation, schedule, and attachments contained herein.

PROJECT DESCRIPTION:

Huitt-Zollars is to assess city facilities for the overall health of the buildings, their core mechanical and structural infrastructure, current space efficiencies, future needs assessment, renovation and expansion opportunities, new facility needs, cost projections, and provide recommendations for a possible bond election to support identified building improvements and/or replacements. These facilities will be assessed.

- City Hall (Police Station portion of building is **not** included)
- Service Center
- D.L. Hopkins Jr. Senior Center
- Recreation Center/Library

SCOPE OF SERVICES:

Huitt-Zollars will provide the following services, in the following order of priority:

1. Facility Condition Assessment (FCA): The FCA will be an architectural and engineering assessment of City-owned facilities, including the following elements: architectural, building envelope and finishes, mechanical, electrical and plumbing equipment and systems. Visual inspections will be performed at each of these city facilities to document existing conditions, inventory and deficiencies:

- City Hall
- Service Center
- D.L. Hopkins Jr. Senior Center
- Recreation Center/Library

DALLAS OFFICE
HUITT-ZOLLARS, INC. 5430 LBJ Fwy, Suite 1500, Dallas, TX 75240
O: 214.871.3311
F: 214.871.0757
HUITT-ZOLLARS.COM

The FCA report will provide a summary of the condition of each facility and its respective systems. Tasks are comprised of the following items.

A. Review of existing construction documents and building diagrams formulated during the 2018 Facility Condition and Needs Assessment to re-establish an understanding of building configurations and all systems.

B. Site visit to observe the structural framing at each building in order to assess the structural condition of these elements, a visual survey of the existing MEP systems and data collection on those systems, and an assessment of existing architectural components and finishes. The observations will be performed from ground level and from safely accessible elevated levels and to the extent that the frames and systems are not covered by finishes. It is assumed that the site visit will be conducted in a maximum of two (2) days. Actionable items will be documented and prioritized.

C. ADA Compliance: Provide a report identifying ADA compliance issues, and any challenges at the following facilities.

- City Hall
- Service Center
- D.L. Hopkins Jr. Senior Center
- Recreation Center/Library

D. Documentation of observed structural conditions including photographs of typical conditions. Development of recommendations for repairs to address structural deterioration or maintenance.

E. Revise the cursory condition assessment of the building MEP systems. Reappraise 2018 concept narratives for the deficient conditions of MEP systems found in sufficient detail to prepare updated budget level estimates of probable construction costs and to describe the recommended remediation including:

a. Identification of critical and non-critical systems that may affect the ability of the MEP systems to function as intended.

b. A prioritized list of recommended remediation and associated improvements.

c. Estimates of probable construction cost for each recommendation.

F. Prepare and submit input to the Client for the final written report. The Client shall review and provide additional data and commentary to this information.

G. Preparation of a final FCA report documenting observations, findings and recommendations including prioritization of repairs. This report will be provided in electronic format.

2. **Roof Evaluation and Assessment:** Acknowledging that new roofs have been applied to the City Hall, Senior Center and Recreation Center/ Library, this effort will focus upon the overall performance and any observed maintenance issues associated with these new roofs. Our evaluation and assessment of the Service Center's remaining roof life, any type of replacement, and cost of replacement will be updated from the 2018 document. Due to the ongoing importance of roof performance, we will need to tour/observe the building roofs listed below:

- City Hall
- Service Center
- D.L. Hopkins Jr. Senior Center
- Recreation Center/Library

Tasks are comprised of the following items.

A. Conduct a brief, cursory review of the available construction documentation to develop an overall familiarity with the roof construction of each building.

B. Perform a cursory onsite visual observation of the existing roofs at the facilities. The observation will be directed to confirm construction conditions found in the document review and/or to obtain construction information not available in the documents. Unless agreed otherwise, the observation will be limited to those portions of the structure which are exposed and readily observable without the removal of existing finishes.

C. Prepare a brief letter report to document the findings of the evaluation.

D. This report will include the following:
   a. A description of the scope of evaluation performed under this assessment.
   b. A description of the findings, including a statement of the probable cause or causes of structural distress if such causes can be reasonably determined from the available information.
   c. An estimate of the remaining service life of the existing roofs at each facility.
   d. Recommendations for more in-depth evaluation, if appropriate.
   e. Recommendations for replacement roof systems, if appropriate.
   f. Opinions of probable replacement costs for the facility roofs, if appropriate.

3. Facility Needs Assessment (FNA): The FNA will confirm or adjust 2018 data of current space uses, efficiencies in space use, proposed or future needs based on current technologies and standards, and present renovation or expansion opportunities and/or new facilities for the following existing buildings.

- City Hall (Police Station portion of building is **not** included)
- Service Center
- D.L. Hopkins Jr. Senior Center
- Recreation Center/Library

To tailor the assessment recommendations to your needs Huitt-Zollars will:

- Re-appraise the functional aspects of each buildings floor plan based upon any new facility strategies or requirements.
- We will revise the staff responses to the 2018 questionnaires to their essence. Then redistribute the questionnaires to appropriate staff. Space will be provided for new responses while the inclusion of the 2018 work will either minimize duplication of effort, or hi-light differences.

- The Programming Document will be updated.
- The Proposed Probable Costs tool will be updated.

A draft version of the FNA report would be reviewed with Duncanville Staff, and the Citizens Bond Committee if appropriate, before the final FNA report is issued.

4. IT Integration: It is our understanding that the City of Duncanville's IT Department has an ongoing program to control access and to increase safety and security within its facilities. That program has included adding card reader access control devices on many doors and CCTV cameras within and on its facilities. As we develop the FCA and the FNA deliverables for the above listed facilities, we will coordinate with Duncanville's IT Manager in integrating new or modified space assignments by aligning the IT top priorities with those spaces. This will be presented in a summary report with our recommendations.

5. Summary Report: The summary report will provide information in an abbreviated format in support of a possible bond election to fund facility improvements as recommended by the above tasks. The items in the Summary Report will include:

A. Introduction: describes the purpose of the Report/Study and provides necessary background information.

B. Executive Summary: provides a brief overview, written for the non-technical reader, of Report/Study findings and recommendations in summary format.

C. Technical Discussion: provides technical discussion of the basis for the findings and recommendations.

D. Appendix: provides back-up materials which may include building diagrams, calculations, Owner- provided data, manufacturers' technical descriptive bulletins (cut sheets) for the key components such as MEP systems.

E. Specific top priority deficiencies and capital improvements categorized and quantified

F. Cost projections and recommendations

G. A prioritized list based on highest need and the City's expected available bond capacity

H. A draft version of the report would be reviewed with Duncanville Staff, and the Citizens Bond Committee if appropriate, before a final report is issued.

I. Attendance at one (1) meeting with the City and assessment team to assist in presenting our findings.

J. Attend one conference call or meeting with the Owner to present the Final Report.

PROJECT APPROACH & SCHEDULE:

The following phased approach will be used during this project. We will work with you to develop an acceptable schedule based on availability of access to project sites. We estimate we can complete the above service within twelve (12) weeks after a formal NTP and receipt of a signed contract.

1. Planning Phase (Week 1-3) Huitt-Zollars shall meet with City staff to complete the following tasks:

- Establish a schedule for project completion with consideration of any access restrictions to the several buildings.
- Review as-built plans and O&M documentation for existing facilities and review data collected during the 2018 Assessment.

- Revise and distribute Questionnaires to appropriate key staff.
- Conduct pre-assessment surveys
- Interview key staff to learn first-hand the current operational issues with the existing facilities
- Conduct site visit to the listed facilities over a 2-day period – City will provide escort staff as may be required to have entry throughout the several buildings, including their roofs.

2. **Facility Condition and Needs Assessment Phase** (Weeks 4 and 6) - After initial completion of the planning phase, Huitt-Zollars shall visit each facility to:
   - Verify information provided in As-built documentation
   - Identify existing deficiencies
   - Analyze operations, assessment of building efficiencies and suitability for use
   - Review existing studies provided by the City of Duncanville and identify recommendations that can be easily incorporated.
3. **Data Building Phase** (Weeks 7 through 9) - Upon successful completion of the Assessment Phase, Huitt- Zollars shall:
   - Compile all data from As-built, O&M and site inspections into applicable data base tables.
   - Compile deficiencies and determine the appropriate corrective action and estimate costs to implement the corrective action for each deficiency.
   - Prioritize deficiencies using defined categories.
   - Develop a cost model for each major building system tailored to each type of facility
   - Cost benefit analysis of reusing existing systems or facilities
   - Conceptual design alternatives for the re-arrangement of interior space to improve operational efficiency
   - Deliverable: Roof Report, FCA early draft, FNA early draft
4. **Capital Planning and Summary Report Phase** (Week 10-11)
   - Provide recommendations for capital bond program projects
   - Deliverable: draft Summary Report with recommended project prioritization and cost estimates
5. **Final Report Phase** (Weeks 11 through 12)
   - Assist Duncanville staff during Citizens Bond Committee and City Council meetings
   - Receive comments from the City on the draft report.
   - Prepare and incorporate City comments into the Final Summary report.
   - Deliverable: FCA Report, FNA Report, Final Summary Report

COMPENSATION:

Our estimated budget for performing the Basic Services will be a lump sum fee of **$95,000 plus reimbursable expenses** which has the following breakout.

Item	Phase / Task / Deliverable	Schedule	Total
1	Planning Phase	Week 1-3	$ 23,000
2	Facility and Needs Assessment Phase, incl ADA	4-6	$ 20,250
3	Data Building Phase	7-9	$ 23,000
4	Capital Planning and Summary Reports Phase	10-11	$ 17,250
5	Final Summary Report Phase	11-12	$ 11,500
	Basic Services Total (Lump Sum)		**$ 95,000**

Method of Compensation:

Lump Sum: The fee basis for the Scope of Services, as outlined in this Attachment "A", will be on a lump sum basis. Payment shall be based on percent of work completed for each reporting period as supported by the required deliverables.

ADDITIONAL SERVICES:

Because the effort required for some items of work varies considerably from project to project, and because some items of work are sometimes provided separately by the Client, these items of work are not included in the basic services fees and are charged separately. Additional Services, mutually agreed upon and authorized separately by the Client in writing, shall be completed either on a lump sum or time and materials basis in accordance with our standard rate sheet. Such additional services may include:

- Measured drawings of existing conditions
- Creating requests for proposals for design and/or construction services identified as a result of facility condition assessments.
- Preparation of Architectural and/or Engineering plans and specifications.
- Hazardous Material inspection or investigation.
- Any other service not otherwise included herein.

EXCLUDED SERVICES:

Huitt-Zollars, Inc. shall not be required to furnish any legal or accounting advice or service**.** Test pits, material and equipment operating tests and other special consulting services including, but not limited to, asbestos, hazardous and toxic materials management are not included within this Agreement. Huitt-Zollars team staff are professional architects and engineers; however they are not licensed electricians or HVAC technicians and will not open or enter into HVAC or Electrical equipment where exposed, live mechanical or electrical parts are present or hazardous conditions may exist.

- Provision of hardcopies of the final report.

- Removal of building finishes, including suspended ceiling tiles, to observe the structural frame or other concealed elements.
- Provision of ladders, scaffold, aerial lifts, etc. Observations shall be from ground level and elevated levels that can be accessed safely. Obvious and observable maintenance, renovation or repair work will be documented and used as the basis of generating the prioritized list and opinion of probably cost.
- Preparation of construction documents.
- Provision of construction administration services.
- Geotechnical investigations and testing of existing in-place materials or framing systems to determine strengths, properties of materials or similar information.
- Field measurements of existing structures or framing. Existing structures or framing will be depicted in accordance with existing documents provided by others.
- MEP system assessments are limited to the interior of the building and a 10-foot perimeter around the building. The main electrical feed to the building will be assessed, if it is within the 10-foot perimeter. Site and parking lighting is excluded, but could be added if requested.
- The team assumes access to the interior of the building will be available from 7:30 am – 6:00 pm Monday through Friday. Access at any other time is not anticipated, but if needed, will be scheduled and coordinated with the client. Client will provide escorts as may be needed.
- Performance testing of the MEP systems is not included, but may be recommended after the site surveys and condition assessments if it is determined that testing is important for the basis of any remediation.
- Design solutions to observed issues are not included in the scope of services for this proposal; but, could be added as an additional service in the future.
- Fire protection and alarm systems are excluded from the scope of the MEP assessment.

CLIENT PROVIDED SERVICES:

Client shall provide the following items:

- Listing of project goals for this contract, and where applicable, objectives in the use or need for each facility.
- Latest reports of roof conditions and MEP systems for each facility.
- Listing of known deficiencies or conditions of concern for each facility.
- Schedule for deliverables and project milestones at the start of the project, from that proposed herein.
- Access these facilities including escort where needed so that services can be performed in a manner, sequence and timing that coordinates with those of the Client.
- Architectural and engineering drawing backgrounds for each building and its site, CAD file format preferred. Will reference information collected in 2018.
- A complete listing of the project sites, including age and gross square footage of each facility. Will reference information collected in 2018.
- Record and O&M documentation of Project Sites as available.

FORM OF CONTRACT:

We expect to provide these services using the City's standard Professional Services Contract. This proposal would be an exhibit to that contract document.

We appreciate the opportunity to submit this proposal, and we look forward to working with you on this project. If you have any questions or comments, please call or contact us.

Sincerely,
Huitt-Zollars, Inc.

Kirby Chadwell, AIA
Vice President

John Anthony Sosebee, PE, DBIA
Senior Vice President

STAFF REPORT

MEETING: City Council - May 29, 2018

TITLE:
Receive a report from Huitt-Zollars regarding the Facility Condition and Needs Assessment

FY 2018 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **6. Become a "best-practices" organization**
  - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**
    - **WorkPlan Item 2.66 Complete a Facility Needs Study to to evaluate current and long-term space needs and functionality of city buildings**

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
The City Council approved a contract with Huitt-Zollars, Inc. at the March 20, 2018 meeting for a Facility Needs Study. The study has two primary components: a facility condition assessment and a space needs assessment. The facility condition assessment evaluates the current condition of facilities, identifies existing structural and mechanical deficiencies, and forecasts capital-funding requirements for the possible future bond election. The space needs assessment identifies current and future needs of the primary city departments including interviews with key staff leadership to help determine functional inadequacies and space limitations of existing buildings.

The Facility Condition and Needs Assessment will be utilized by the City Council, Citizen Bond Advisory Committee, and City Staff to identify facility needs to be addressed either in a potential bond election, future capital projects, as well as the ongoing operations and maintenance general fund to help prolong the life of our City facilities, and address current and future space needs for our city departments. Potential projects and facility improvement needs are identified and recommendations for prioritization and funding are included in the study.

POLICY EXPLANATION:
The information in the Facility Condition and Needs Assessment will be used as a tool to assist Staff and the City Council in identifying necessary facility improvements and make informed decisions on future funding needs and strategies. The assessment is not complete and the attached Executive Summary is still in draft status. This Briefing item is intended to provide the Council the preliminary assessment findings, and allow for questions or concerns prior to the final report being presented to the Council at a future date to be determined.

FUNDING SOURCE:
Innovation Fund - $75,000

RECOMMENDATION:
No formal action is required of this item.

ATTACHMENTS:
Attachment 1 - Executive Summary

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Facility Condition and Needs Assessment Draft Executive Summary

May 15, 2018

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EXECUTIVE SUMMARY

The City of Duncanville (City) engaged Huitt-Zollars to perform a comprehensive facility condition and needs assessment of approximately 144,090 square feet of city-owned facilities. The assessment evaluated the current condition of facilities, identified existing deficiencies and forecasted capital-funding requirements for the November 2017 bond program.

Completion of these tasks provides City Staff with the improved capabilities in the following areas:

1. Understanding of deferred maintenance costs and relative condition of each facility
2. Planning for budgeting of capital expenditures and Capital Bond Program priorities
3. Preventative maintenance priorities

FINDINGS

Huitt-Zollars identified the City's overall Facility Condition Index (FCI) by determining the ratio of the current cost to fix existing deficiencies divided by the replacement cost of the facilities, as a whole. The individual facility indexes provide a relative value of the condition of each facility. The industry standard of Condition for FCI ranges are as follows; Good 0-5%, Fair 5%-10%, and Poor >10%. The City of Duncanville has a Summary FCI of **12.64**, slightly beyond the industry standard of Condition - Poor (FCI >10%). The City's portfolio replacement value is estimated at **$25,719,000.00** and a total deficiency cost of **$3,252,990.00** was identified. Overall, the City of Duncanville facilities are in fair to poor condition. The average/poor condition of the City's facilities can be attributed to both the age of some of the facilities (City Hall/Police Station, Library/Recreation Center, Central Fire Station, Municipal Service Center) as well as the City's deferred maintenance.

PROJECT APPROACH

The report is organized into sections, as follows:

1. A Condition Assessment Report of each facility
2. A Needs Assessment Evaluation for Central Fire Station, City Hall/Police Station, Fire Station No. 2/Fire Administration Building, and the Municipal Service Center
3. A list of potential projects for the 2017 Capital Bond Program organized by priority level

CITY FACILITIES OVERVIEW

The City of Duncanville owns and maintains six facilities: Central Fire Station, City Hall/Police Station, Fire Station No. 2/Fire Administration Building, D.L. Hopkins Jr. Senior Center, Duncanville Public Library/Recreation Center, and the Municipal Service Center. The in-service dates for these facilities vary over the past several decades, between 1966 and 2000, with an average age of thirty (30) years. Some of the facilities need repairs and improvements, while others are newer or have been renovated. These factors contribute to the FCI of the facilities and the overall condition index for the City.

The Facility Condition Index (FCI) Table below shows the total Facilities Deficiency cost, replacement cost (the approximate value of all facilities assessed), and the FCI—by facility, and the summary citywide facility condition index:

	Year Built	Deficiency Sum	Replacement Cost	FCI
Central Fire Station No. 1	1966	$ 245,270	$ 1,429,725	17.16
City Hall/Police Station	1986	$1,076,600	$ 6,386,200	16.86
Fire Station No. 2/Fire Admin Building	1994	$ 239,700	$ 2,272,875	10.55
D.L. Hopkins Jr. Senior Center	1985/2003	$ 388,270	$ 1,722,600	22.54
Duncanville Public Library/Rec Center	2000	$ 929,100	$10,733,700	8.66
Municipal Service Center	1987	$ 374,050	$ 3,173,900	11.79
TOTAL		**$3,252,990**	**$25,719,000**	**12.64**

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Only the Duncanville Public Library/Recreation Center and the Fire Station No. 2/Fire Administration Building with FCI ranges between 5%-10% are considered to be in Fair condition. However, capital planning over the next 5 years can target a citywide FCI of 0-5%, allocating funding to address all deficiencies and system replacements identified.

SYSTEM DEFICIENCY OVERVIEW SUMMARY

	Building Name					
Subsystem	Central Fire Station No. 1	City Hall/ Police Station	Fire Station No. 2/ Fire Admin Building	D.L. Hopkins Jr. Senior Center	Duncanville Public Library and Recreation Center	Municipal Service Center
Exterior Walls	3;	3; 3; 3;	3; 2; 2;	4; 4	3; 3;	3;
Exterior Windows	3	3	4; 3;	4	3; 4;	3;
Exterior Doors	3; 3;	3; 3;	4; 4; 3;	4	3; 3;	3; 3;
Roof	3	2	4	2	2	3
Structural	3; 3; 3; 3;	3; 3;	4	4	3;	4; 3;
Interior Walls	3	City Hall: 4 Police Station: 4	4	5	5; 5;	4
Interior Doors	2	City Hall: 3 Police Station: 2	3	5	4 ; 2;	4; 2;
Interior Specialties	2	City Hall: 2-3 Police Station: 2-3	4; 2;	4	3; 2;	2
Exterior Stairs	1	N/A	N/A	N/A	4	N/A
Interior Stairs	2	N/A	N/A	N/A	3	N/A
Interior Wall Finishes	2	City Hall: 4 Police Station: 3	5; 4;	5	5; 4;	3
Interior Floor Finishes	4; 2;	City Hall: 5 Police Station: 2-3	4	5	5; 4;	4; 2;
Interior Ceiling Finishes	3; 2;	City Hall: 3-4 Police Station: 4	3 - 2	5	3; 4;	3 - 2
Domestic Water Heaters	4	4	4	4	4	4
Commercial Washing Machine	4	N/A	N/A	N/A	N/A	N/A
Other Plumbing	2	N/A	N/A	N/A	N/A	N/A
Mechanical / HVAC	5	4	4	4	4	3
Mechanical / HVAC	4	4	4	3	4	3
Mechanical / HVAC	3	3	4	N/A	4	2
Mechanical / HVAC	1	3	3	N/A	1	4
Mechanical / HVAC	4	4	4	N/A	4	3
Mechanical / HVAC	3	4	3	N/A	N/A	3
Mechanical / HVAC	N/A	N/A	N/A	N/A	N/A	2
Electrical Service & Distribution	3	4	4	4	4	3
Branch Panels	4; 3;	4	4	3	4	5
Interior Lighting	3	3	3	3	3	3
Exterior Lighting	3	3	3	3	3	3
Generator	5	2	3	N/A	5	3
Misc. Electrical	N/A	N/A	3	N/A	N/A	N/A

Condition Rating	1 - Fail	2 - Poor	3 - Average	4 - Good	5 - Excellent

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The Condition Assessment Reports provide the projected cost of deficiencies or system replacements for City facilities based on recommended priorities, as follows:

1. Priority 1 – Currently Critical (immediate)
    a. Correct a life safety hazard
    b. Correct a security issue
    c. Meet ADA code requirements
2. Priority 2 – Potentially Critical (Short Term)
    a. Stop accelerated deterioration; preventative maintenance
    b. Return a facility to operation
3. Priority 3 – Necessary / Not Yet Critical (Years 2-5)
    a. Prevent loss of customers/visitors with aesthetic improvements to existing conditions

SYSTEM BUDGETARY ESTIMATE SUMMARY

	Building Name					
System	Central Fire Station No. 1	City Hall/ Police Station	Fire Station No. 2/ Fire Admin Building	D.L. Hopkins Jr. Senior Center	Duncanville Public Library and Recreation Center	Municipal Service Center
A - SUBSTRUCTURE	$ -	$ 1,000.00	$ -	$ 500.00	$ -	$ -
B - SHELL	$ 123,400.00	$ 596,700.00	$ 50,000.00	$188,500.00	$ 583,900.00	$ 101,400.00
C - INTERIORS	$ 17,800.00	$ 75,800.00	$ 2,100.00	$ 669.50	$ 27,750.00	$ 11,100.00
D - SERVICES	$ 104,070.00	$ 403,100.00	$ 187,600.00	$198,600.00	$ 317,450.00	$ 261,550.00
Total	**$ 245,270.00**	**$ 1,076,600.00**	**$ 239,700.00**	**$388,269.50**	**$ 929,100.00**	**$ 374,050.00**
Percent of Total	**8%**	**33%**	**7%**	**12%**	**29%**	**11%**

DEFICIENCY PRIORITY SUMMARY

	Building Name						
Priority Level	Central Fire Station No. 1	City Hall/ Police Station	Fire Station No. 2/ Fire Admin Building	D.L. Hopkins Jr. Senior Center	Duncanville Public Library and Recreation Center	Municipal Service Center	**Total**
Priority 1	$ 28,000.00	$ 4,300.00	$ -	$ -	$ 7,150.00	$ 25,000.00	**$ 64,450.00**
Priority 2	$ 70,800.00	$ 143,500.00	$ 40,900.00	$ 10,100.00	$ 587,500.00	$ 96,800.00	**$ 949,600.00**
Priority 3	$ 146,620.00	$ 928,800.00	$ 198,800.00	$378,100.00	$ 334,500.00	$ 714,700.00	**$ 2,701,520.00**

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SPACE NEEDS ASSESSMENT

The project team prepared a space needs assessment to identify the current and future needs of the City of Duncanville Departments. The assessment included interviewing key staff to learn firsthand the operational issues with the existing facilities.

OPERATIONAL ANALYSIS

The operational analysis is based on inspection of the existing facilities, and a determination of the functional inadequacies and space limitations of the existing buildings.

The **City Hall Building**, located at 203 E. Wheatland Road, includes several city departments, such as City Manager's Office, Economic Development, Convention Center and Visitor's Bureau, Finance, Building Inspection, Engineering, Planning, Facility Management, Human Resources, Courts, Water Department, and Information Systems. The existing operations are supported out of the **Municipal Service Center**, located at 330 Shady Trail Drive.

The following is a summary of some of the space deficiencies and/or inefficiencies associated with the existing facility:

- The City Hall Building is undersized, lacks adequate office space, conference room, storage areas, and ADA compliant Men's and Women's restrooms
- The different departments have continued to grow and add staff creating inadequate, confined working spaces with limited opportunities for future growth
- There is overlap and sharing of space between Finance, Economic Development and the City Manager's Office
- Mail room and break room are shared between all departments in the west, north and east wings
- Conference room is undersized, is not functional and lacks A/V equipment. There is only one large conference that serves the entire facility
- Overlap and sharing of space between Building Inspection, Planning and Engineering, Human Resources and Facility Management; conference areas shared within west wing of facility
- Health Inspector needs to be relocated to be within appropriate team area
- Service counter not ADA accessible
- Space layouts do not promote efficient work flow
- Technology improvements needed for teleconferencing, A/V equipment and recording equipment

Police Department/Station, is located adjacent to City Hall. City Hall and Police share the same facility with main entrances in opposite sides of the building. City Hall's main entrance is on the West side, the Police Department's main entrance is on the East side of the building. The Police Department has outgrown its facility, a summary of space deficiencies include:

- Undersized records storage and evidence storage spaces; inadequate facilities for the proper storage of evidence both in terms of security and climate-control requirements for certain evidence
- Non ADA compliant restrooms and locker rooms
- Undersized workstation and office areas, and training/classroom spaces

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- Lack of a fitness facility
- Inadequate space for SWAT team. Current room is half the size it needs to be to support operations. Additionally, the room should be located with exterior vehicle access
- Interview rooms are being used for storage and office space, while also needed for interviews during criminal investigations
- Future Services and Programs cannot be accommodated in existing facility. Those include: School Resource Officers, Deployment Team, K9, Drone Program, Commercial Motor Vehicle Enforcement, Auto Theft Task Force, Public Information Officer and expansion of the community policing unit
- Lack of a loading dock
- Visitor access control; visitor/staff parking separation/control/security

Municipal Service Center is located at 330 Shady Trail Drive and houses Equipment Services, Facilities Management Warehouse, Water/Wastewater Services, Traffic Operations, Streets, Parks and Recreation, and Engineering/Public Works.

The following is a summary of some of the space deficiencies of the facility:

- The Municipal Service Center is undersized, lacks adequate office space, conference room, and storage areas.
- Most storage areas are being used by departments that are housed at City Hall. Facility is in need of more storage areas to accommodate demand from the various departments housed in the building
- Need of a larger conference room with internet capabilities and A/V equipment
- Conference room, reception area and copy room are shared between Parks, Water/Wastewater, Equipment Services, Traffic Operations, and Street Services
- Lack of dedicated office/workstation space for Street Services crews
- Overlap and sharing of warehouse space between Traffic Operations, Facilities Management and Fleet Services Department
- Lack of secured controlled access to warehouse to keep materials from non-Traffic Operations personnel
- The space utilization within the facility could be improved

Central Fire Station is located at 323 W. Camp Wisdom Road, and is Duncanville's original Fire Station No. 1. The Fire Station is over 50 years old, its layout is inefficient and the building is outdated and does not meet the requirements of a modern fire station.

The following is a summary of the space deficiencies of the facility:

- Apparatus bay width, length and height limit the type of equipment that can be kept and used to provide service. The overhead doors are too low for modern vehicles
- The facility does not have adequate dormitory rooms for firefighting personnel; dormitory rooms are substandard in layout and lack privacy
- The facility does not have adequate restroom facilities with showers for both male and female staff; existing facilities are non-ADA compliant
- The kitchen area and dining room are undersized
- The station does not contain adequate administrative and training areas

- The fitness center is undersized
- The facility lacks apparatus bay support areas for the cleaning and storage of protective gear

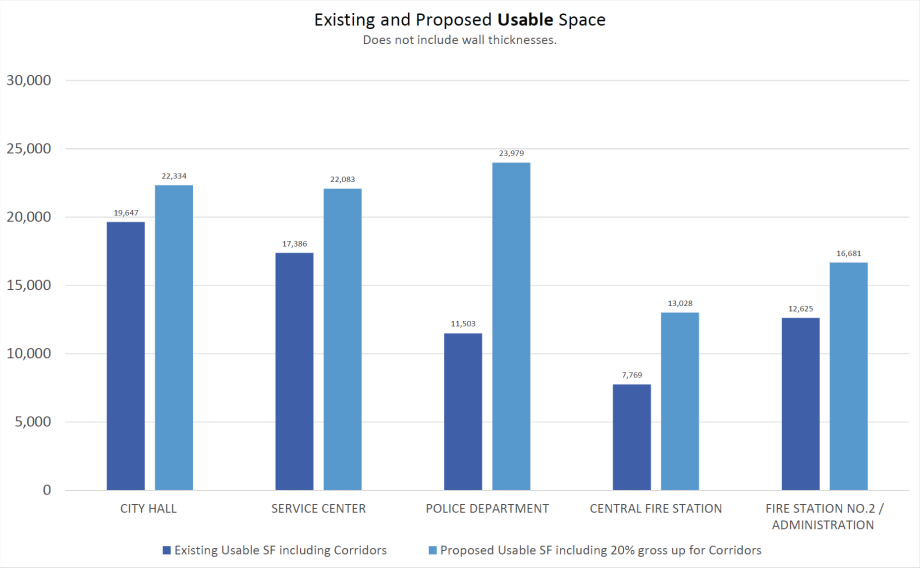
Fire Station No. 2/Fire Administration Building is located on 1530 S. Main Street. This station is a newer facility which adequately supports the services of the fire department. The station layout is efficient, and generally contains the necessary amenities of a modern fire station. The Administration wing has been outgrown and additional space is needed to support the Emergency Operations Center (EOC) for the City of Duncanville.

The following is a summary of the space deficiencies of the facility:

- Additional office space is needed in the Administration wing
- Existing EOC is undersized; need additional space for the EOC, training areas and conference room
- Fitness center area should be expanded
- Add conference room to fire station
- Toilet and shower facilities are undersized

SPACE NEEDS STUDY

The data obtained from the operations analysis and interviews were compiled and analyzed by Huitt-Zollars. The analysis consisted of individually identifying the space needs for the operations of each function by developing conceptual sketches of additional space required for each of the facilities. Conceptual plans were prepared for each facility identifying required additions/growth area needed for each. These spaces were also assembled into a comprehensive space allocation matrix for each facility. The space needs assessment identified an initial square footage requirement for each facility as shown on the graph below:



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CONCEPTUAL DESIGN ALTERNATIVES

A detailed facility needs assessment was conducted to identify alternatives for the renovation, reuse and expansion of the existing facilities. The alternatives were prepared with the following operational considerations in mind:

- Attempt to reuse as many of the existing facilities without compromising operational efficiency
- Arrange interior space to provide efficient circulation patterns
- Provide visual screening, as required, for operations
- Provide adequate parking for the public and employees
- Maximize the use of existing serviceable buildings

The conceptual alternatives were prepared by developing “block building plans”. These plans were developed by assembling the individual room sketches identified during the space needs assessment. The economic constraints of the anticipated capital bond program dictated that the concepts attempt to reuse as many of the existing site facilities as possible.

Based on the considerations stated, three scenarios were developed for each facility:

- Light Renovation
- Heavy Renovation and Expansion
- Major re-Construction

A conceptual cost estimate was prepared for each alternative, using square foot costs based on 2018 published sources for similar facilities in the Dallas/Fort Worth Area. In general, the cost estimate assumes cost effective building systems, finishes, and equipment for a similar type of construction, yet updated facility in each case. Additional escalation factors should be included once the project time line has been established by the City of Duncanville.

The Table in the following page contains a Summary of the Proposed Probable Costs for the three scenarios developed for each facility assessed.

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DUNCANVILLE FACILITY NEEDS ASSESSMENT

SUMMARY of Proposed Probable Costs *(based on preliminary concepts only)*

5/2/2018

Area/Function		SCHEME A (Basic)			SCHEME B (Intermediate)			SCHEME C (High)		
		SF	$/ SF	COST	SF	$/ SF	COST	SF	$/ SF	COST
SF is dependent on Final Design										
These are probable ranges for identifying scope.										
CITY HALL										
Existing Building GSF	21,505									
Light Renovation (@ 33% of new const cost)		1,000	$61	$61,050	1,000	$61	$61,050	1,000	$61	$61,050
Heavy Renovation (@ 75% of new const cost)		5,500	$139	$763,125	5,500	$139	$763,125	10,000	$139	$1,387,500
New Construction (Variance SF x 1..1 Building Gross up)		2,687	**$185**	$497,151	3,687	**$185**	$682,151		**$185**	
SUB TOTAL				$1,321,326			$1,506,326			$1,448,550
				+ site work			+ site work			
SERVICE CENTER										
Existing Building GSF	18,670									
Light Renovation (@ 33% of new const cost)		750	$83	$61,875	450	$83	$37,125	450	$83	$37,125
Heavy Renovation (@ 75% of new const cost)		850	$188	$159,375	1,150	$188	$215,625	1,150	$188	$215,625
New Construction (See Diagrams)		3,200	**$250**	**$800,000**	**4,900**	**$250**	**$1,225,000**	**10,000**	**$250**	$2,500,000
SUB TOTAL				$1,021,250			$1,477,750			$2,752,750
City Hall and Engineering Storage must move to City Hall							+ site work			+ site work
POLICE DEPARTMENT										
Existing Building GSF	13,015									
Light Renovation (@ 33% of new const cost)		3,100	$53	$163,680	3,100	$53	$163,680		$53	
Heavy Renovation (@ 75% of new const cost)		3,500	$120	$420,000	3,500	$120	$420,000		$120	
New Construction (Variance SF x 1.15 Building Gross up)		12,810	**$160**	**$2,049,576**	**20,410**	**$160**	**$3,265,576**	**26,038**	**$160**	$4,166,128
SUB TOTAL				$2,633,256			$3,849,256			$4,166,128
				+ site work			+ site work			+ site work
CENTRAL FIRE STATION										
Existing Building GSF	8,665									
Light Renovation (@ 33% of new const cost)		200	$48	$9,570	200	$48	$9,570		$48	
Heavy Renovation (@ 75% of new const cost)		3,600	$109	$391,500	3,600	$109	$391,500		$109	
New Construction (Variance SF x 1.1 Building Gross up)		5,356	**$145**	**$776,606**	**6,356**	**$145**	**$921,606**	**16,652**	**$145**	$2,414,511
SUB TOTAL				$1,177,676			$1,322,676			$2,414,511
				+ site work			+ site work			+ site work
FIRE STATION NO.2 / ADMIN										
Existing Building GSF	13,775									
Light Renovation (@ 33% of new const cost)		500	$48	$23,925	500	$48	$23,925	500	$48	$23,925
Heavy Renovation (@ 75% of new const cost)		2,700	$109	$293,625	3,700	$109	$402,375	4,700	$109	$511,125
New Construction (See Diagrams)		2,310	**$145**	**$334,950**	3,905	**$145**	**$566,225**	3,905	**$145**	$566,225
SUB TOTAL				$652,500			$992,525			$1,101,275
		EOC must reloc to Central Station					+ site work			+ site work
GRAND TOTAL	**75,630**			**$13,612,014**			**$18,297,064**			**$23,766,428**
				+ site work			+ site work			+ site work

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CAPITAL PLANNING

Duncanville's Organizational Work Plan for FY 2018 identifies both engaging a firm to perform a Facility Needs Study and developing a Bond Package for citizen approval as two of its top priority tasks.

Huitt-Zollars developed a list of recommended projects utilizing the Facility Condition and Needs Assessments as tools to identify and prioritize needs. The project list includes items that were identified as deficiencies in the Facility Condition Assessment, as well as the facility renovation and expansion alternatives developed based on the Facility Needs Assessment.

The facility condition assessment identified that many facilities have deficient building systems well past their useful life:

- Outdated interior lighting and lighting systems
- Emergency generator at City Hall/Police Department in poor condition
- Inadequate HVAC systems
- Outdated technology
- Several locations have water intrusion issues that are causing damage to other facility systems
- The majority of the roofs need replacement

Facility rehabilitation and strategic renewal replacement investments will be an ongoing need in future capital investment plans. Not all deficiencies may qualify for a capital bond program, unless included in a major renovation/replacement project. The City should consider an annual facility maintenance budget for the correction of minor deficiencies, such as repair of deteriorated sealants, window gaskets, replacement of damaged ceiling tiles and other similar items.

In developing the list of recommended projects for the capital bond program, the recommended deficiency priorities, by building system were utilized. The projects are also sorted by the following categories:

- **Major Maintenance—** Purpose is to provide for the continued operations of facility. Involves replacement or major repair of a single building system beyond regular, normal maintenance, for example:
  - New Roofing system or new HVAC System
  - Lighting or HVAC retrofits/replacements
  - Replacement of bathroom fixtures, or addition of ramps to meet ADA/TAS requirements
- **Replacement/Renovation/Expansion**
  - **Renovation—**
    - Major remodeling of a building involving replacement of multiple systems
    - Extends useful life by 20 years
  - **Replacement—**
    - Complete new building to replace an existing one
    - Renovation cost exceeds 75% of replacement cost

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PRIORITY NEEDS
Major Maintenance

No	Project Name	Description	
	Major Maintenance		
1	City Hall/Police Station	500 KW Standby Diesel Generator	$150,000
2	City Hall/Police Station	Interior Lighting retrofit, replace with LED	$186,300
3	City Hall/Police Station	Modified Bitumen Roof Replacement and skylight sealant	$697,187
4	Fire Station 2/Admin	Roof repair/reflash/reseal	$10,000
5	Fire Station 2/Admin	Interior Lighting retrofit, replace with LED	$19,500
6	Fire Station 2/Admin	façade restoration	$40,000
7	Fire Station 2/Admin	50 KW Standby Diesel Generator	$38,600
8	DL Hopkins, Jr Senior Ctr	Modified Bit Roof Replacement /waterproof metal roof	$254,438
9	DL Hopkins Jr Senior Ctr	Interior and exterior Lighting retrofit, replace with LED	$165,600
10	Public Lib/Rec Center	Modified Bit Roof Replacement and metal roof sealant	$675,625
11	Public Library/Rec Center	façade restoration	$112,900
12	Public Library/Rec Center	Interior and exterior Lighting retrofit, replace with LED	$356,845
13	Service Center	Roof waterproofing improvements and insulation repl	$24,150
14	Service Center	HVAC Improvements	$300,783
15	Service Center	25 KW Standby Diesel Generator	$27,900
16	Service Center	Interior and exterior Lighting retrofit, replace with LED	$147,200
	TOTAL		**$3,207,028**

Replacement/Renovation/Expansion

	Project Name	Description	
17	New Police/Fire Building	Replacement fac for Central Fire Sta/EOC/Police Sta	$12,025,000
18	New Central Fire Station	Replacement facility for Central Fire Station/EOC	$4,995,600
19	Central Fire Sta Renov	Major Renovation and Expansion	$3,766,637
20	City Hall Renovation	Renovation of City Hall and Expand into vacated Police	$1,738,260
21	City Hall Renovation	Renovation and Expand of City Hall and Police Dept	$2,349,868
22	Fire Station 2/Admin Reno	Renovation and Expansion	$1,321,530
23	Municipal Serv Ctr Renov	Renovation and Expansion	$2,305,290
24	**TOTAL SCENARIO 1 -**	**Items 17, 20, 22, 23**	**$17,390,080**
25	**TOTAL SCENARIO 2-**	**Items 18, 21, 22, 23**	**$10,972,288**
26	**TOTAL SCENARIO 3-**	**Items 19, 21, 22, 23**	**$9,743,325**
27	**TOTAL SCENARIO 4-**	**Items 24, 8, 9, 10, 11, 12**	**$18,955,488**
	TOTAL SCENARIO 5-	**Items 25, 8, 9, 10, 11, 12**	**$12,537,696**
	TOTAL SCENARIO 6-	**Items 26, 8, 9, 10, 11, 12**	**$11,308,733**
	New Police Facility		$7,954,000
	TOTAL SCENARIO 7-	**Item 18, 20, 22, 23 + New Police Station**	**$18,314,680**

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

Duncanville
City of Champions

Memo

Date	February 27, 2024
To	Mayor and Council
Thru	Douglas Finch, Jr., City Manager
Thru	Robert Brown, Assistant City Manager RB.
From	Elton D. Brock, MBA, CTCM, CTPM, CPSM, CPM, Chief Procurement Officer
Subject	Sole Source Approval for Facility Condition Assessment Report

Request:

Approve a sole source purchase with Huitt-Zollars for the Facility Condition Assessment Report.

Justification:

In 2018, the City of Duncanville engaged Huitt-Zollars' firm to conduct a facility condition assessment. This service needs to be updated. Per the statutory provisions of Texas Government Code 252.022, I recommend that the City approve an exception to the competitive requirements for this service, as the previous work is only available from one source.

- The cost to replicate the previous work conducted by the same firm would be cost-prohibitive and not the "best value" for the City of Duncanville.
- Using the previous work product produced by Huitt-Zollars allows the City of Duncanville to achieve cost savings. Facility rehabilitation and strategic renewal replacement investments will be an ongoing need in future city budgets and capital investment plans. An updated facility condition and needs assessment will greatly assist with identifying deficiencies throughout city facilities which will assist with building future budgets.
- Huitt-Zollars is one of the most respected firms in the United States, with twenty offices nationwide, consistent repeat business, and recognition via numerous awards and honors. https://www.huitt-zollars.com/about/news/our-projects

The utilization of Huitt-Zollars for this project will create improved efficiency, collaboration, quality, and consistency in the delivery of this vital assessment regarding the City's Building infrastructure.

STAFF REPORT

MEETING: City Council - 05 Mar 2024

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

Vision Statement:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager
Robert Hager, City Attorney

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

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

FUNDING SOURCE:

ORG and Object Number
N/A

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

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

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Presentation of the Keep Duncanville Beautiful Spring 2024 Business Beautification Award Plaque and Proclamation to D-Squared Catering located at 519 E. 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 fulfill this goal for commercial property recognition. The KDB Board has nominated D-Squared Catering located at 519 E. Hwy 67 as the Spring 2024 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 Planning and Neighborhood Services and Utility Billing 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**
$3,620.00	$75.00	$3,545.00

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Attachment 1 - D-Squared Catering
Proclamation - Keep Duncanville Beautiful Business Beautification Award

D2 Catering
DIVINE DINING DESSERTS & DÉCOR
519
HOURS
TUESDAY - FRIDAY
10:00AM - 5:30PM
WEEKENDS & AFTER HOURS

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, D-Squared Catering at 519 East Hwy. 67 has been selected as the Business Beautification Award recipient for Spring 2024.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas, do hereby urge all residents to join me in congratulating D-Squared Catering at 519 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 5th day of March, 2024.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Recognition of Keep Duncanville Beautiful Spring 2024 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 fulfill this goal for residential property recognition. The properties chosen for the Spring 2024 Curb Appeal Residential Properties include:

District 1: Dave Seifert
910 Green Rock Dr.
Duncanville, TX 75137

District 2: Shenandoah Tucker
323 Morning Dove Dr.
Duncanville, TX 75137

District 3: Jack Childs
1014 S. Lincoln Dr.
Duncanville, TX 75137

District 4: Donald Mills
1907 Timberline Cir.
Duncanville, TX 75137

District 5: Christine Goss
1030 Joes Dr.
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

Draft

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, February 20, 2024

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, February 20, 2024, at 6:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT: Mayor Barry L. Gordon
Councilmember At-Large DeMonica Gooden
Councilmember Don McBurnett
Councilmember Karen Cherry-Brown
Mayor Pro Tem Greg Contreras

COUNCIL ARRIVING AT: 6:02 p.m. - Councilmember Jeremy Koontz

COUNCIL ABSENT: Councilmember Joe Veracruz

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

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

2. CITY COUNCIL CALENDAR

City Secretary Chiquita Taylor reviewed the council calendar.

3. BRIEFINGS / PRESENTATIONS

The briefing Session was recessed at 6:13 p.m. to allow the council members to view the armored vehicle on site.

Mayor Gordon reconvened the briefing session at 6:20 p.m.

A. ***Council to receive a briefing on possible contract proposal to assist with Energov implementation.***

City Manager Finch stated he has heard complaints in the community relative to permitting. The Energov software was purchased in 2019 and has never gone live. The current program will be sunsetting this year. Kevin Price with Berry Dunn attended virtually and gave information on Energov implementation as a project manager and advisor. Mr. Finch stated it would be a challenge with existing staff to implement the software without a project manager. Hiring a project manager would be ideal as the knowledge would remain in the city. The total cost would be about $225,000, including the hiring of a project manager and retaining a consultant project manager. Other area cities have project managers on staff; however, Duncanville does not. Councilmember Gooden stated she agrees we need a project manager on staff but is concerned that we have software that is not being used. Mr. Finch stated there are hidden costs. The plan is to bring this back to the council in March due to the sunsetting of the current system. Mayor Pro Tem Contreras asked about the duties and the background of the project manager. Councilmember Gooden asked if it would be successfully implemented before the sunsetting of the current system. Mr. Finch stated he does not think we have a choice. Councilmember Gooden and Mayor Gordon thanked Mr. Finch for bringing this to the council's attention.

Mayor Gordon recessed the Briefing Session at 6:44 p.m. for the City Council to convene into Executive Session.

EXECUTIVE SESSION

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The Executive Session was called into session at 6:45 p.m. and Mayor Gordon read the item into record.

In the interest of time, Mayor Gordon recessed the executive session at 7:02 p.m. and moved the remaining item to the end of the regular session.

Mayor Gordon reconvened the executive session at 8:59 p.m.

The Council closed the Executive Session at 9:47 p.m.

1. ***City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Gov't Code to deliberate the purchase, sales, exchange or acquisition/negotiation of real property generally located south of I-20, east of Santa Fe, west of Cockrell Hill Road and, north of Wheatland within the corporate limits of the City of Duncanville, Texas.***

2. ***City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to Deliberate the Sale, Exchange, Lease or Value of the Duncanville Fieldhouse, and pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the City Attorney regarding the same.***

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

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

The City Council convened into Regular Session in the Council Chambers at 7:06 p.m. with Mayor Gordon presiding.

Police Chaplin, Moises Ruiz delivered the Invocation.

Mayor Gordon led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

A. ***Mayor's Report.***
Mayor Gordon commended the Recreation Center and Park staff for the success of the Daddy Daughter dance.

B. ***Councilmembers' Reports***
Councilmember Koontz reminded everyone that on February 26th at 6:00 p.m., we will be having a District 1 meeting at the Library with the Police Department. Councilmember McBurnett stated the February 7th District 2 meeting was well attended and productive. Councilmember Cherry Brown thanked Mr. Finch for the District 4 meeting.

C. ***City Manager's Report.***
Mr. Finch stated there will be a District 1 meeting on March 16th and April 6th is the Kidsville and Splash pad grand opening. The Emerald City Band will perform on April 7th for the solar eclipse event.

2. PROCLAMATIONS AND PRESENTATIONS

None

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

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Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

To view the live meeting or previous meetings click on the link below.
https://duncanvilletx.new.swagit.com/views/454/
To submit a comment via email the following information is required:

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

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

Mark Graham
410 Santa Fe Trail
dumping at the Ladd preserve

Justin Edwards
226 Mizell St.
Native landscape ordinance

Robbie Robbins
343 Sherwood Dr.
Native landscaping ordinance

Amy Jackson
934 Cambridge Drive
Duncanville Community theater

Jim Jones
1627 Nob Hill Circle
Native landscape ordinance

Allie Aussi
1703 S, Main
Item 4D

Erica Browning
442 E. Cherry Street
Native landscape ordinance; ATV's in neighborhood

Tabitha Brookstone
343 Sherwood Dr.
Native landscape ordinance

Thomas Lackey
1818 Seabrook Dr.
email: Native landscape ordinance

Mari Vega
611 Oriole Blvd.
Native landscape ordinance

Emily Bridges
418 Oleander St.
Potholes; native landscape ordinance

Draft

4. CONSENT AGENDA

Mayor Gordon requested Ms. Taylor read the Consent Agenda Items.

A. ***Consider the Minutes for the February 6, 2024 City Council Regular Meeting.***

B. ***Consider a resolution to accept the Second Amended Joint Chapter 11 Plan of Reorganization of Endo International PLC and its Affiliated Debtors and Proxy for Voting on Scheme of Arrangement of Endo International PLC; and, authorizing the City Manager to cast a ballot accepting the plan and appointing the Chairperson as special proxy to vote in favor of the scheme at the relevant scheme meeting and any adjournment thereof; and, providing for an effective date.***

C. ***Consider a resolution to accept and deposit awarded federal and state asset forfeiture funds.***

Interim Police Chief Stogner briefed the council on accepting the funds and proposed expenditures for the funds. He stated we have submitted the public notice to the newspaper for publication as required. Mayor Pro Tem Contreras asked if the armored vehicle would be used if a neighboring city needed to use it. IPC Stogner stated yes, we would use it as shared resources. Councilmember McBurnett asked about the turnaround time to get a vehicle. IPC Stogner stated the turnaround time is about fourteen months.

D. ***Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to 1703 Main Realty, LLC, in an amount not to exceed $209,500.00 for a building located at 1703 S Main Street, Duncanville, Texas, 75137.***

Councilmember Koontz requested this item be moved to individual consideration. It is now item 5C.

Mayor Pro Tem Greg Contreras made a motion to approve the consent agenda as stated, Councilmember Don McBurnett seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Joe Veracruz absent.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

No action was taken on all items.

B. ***Consider an Ordinance of the City of Duncanville, Texas, adopting Chapter IV A Native Landscape Ordinance.***

Presented by Assistant Parks and Recreation Director Tyler Agee. Mayor Gordon stated the described changes were discussed at the joint meeting with the city council and Keep Duncanville Beautiful. Councilmember Gooden stated Sec 12:71 asked about the fee schedule. Mr. Hager stated the fee schedule would be changed at a later date.

Councilmember Don McBurnett made a motion to approve the recommended changes, and Mayor Pro Tem Greg Contreras seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Joe Veracruz absent.

C. ***Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to 1703 Main Realty, LLC, in an amount not to exceed $209,500.00 for a building located at 1703 S Main Street, Duncanville, Texas, 75137.***

Presented by Economic Development Coordinator Jeremiah Brewer. He stated since the last meeting, we have added language for the payment breakdown. The payment is contingent upon a lease agreement for a regional or national restaurant. After a discussion focused on ensuring the applicant will spend the money that will be expended to improve the property, the owner Ali Assi stated he had already spent approximately $475,000 on improvements. This is more than half of the stated monetary improvement amount. Mayor Pro Tem Contreras indicated this is a small space and did not want to impede the owner's ability to get a viable restaurant. Councilmember Koontz asked about requirements and how the numbers are calculated for the sales tax grant. Mr. Brewer reviewed the calculations. Councilmember Gooden verified the owner is aware of the regional restaurant requirement. Mr. Assi stated the space is too small for a regional restaurant as there is no space for a drive-thru lane due to limited parking. He has gotten inquiries from local restaurants to lease the

Draft

space. Mayor Gordon and Councilmember Gooden would like to see a regional restaurant in the space as it is a gateway to the community. Councilmember Cherry-Brown asked how long the business has been in this location. Mr. Aussi stated since 2021. Councilmember Koontz stated these grants are about the beautification of the area.

Councilmember Jeremy Koontz made a motion to approve the item as stated, Councilmember At-Large DeMonica Gooden seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Joe Veracruz absent.

6. STAFF AND BOARD REPORTS

A. ***Receive the Monthly Financial Report as of December 31, 2023.***
Presented by Budget Administrator Jennifer Otey.

B. ***Present the Police Department's Quarterly Report.***
Presented by Interim Police Chief Stogner.

C. ***Receive the Fiscal Year 2023-2024 First Quarter Investment Report as of December 31, 2023.***
Presented by Tim Pinion of Valley View Consulting.

Mayor Gordon recessed the regular session at 8:54 p.m. to reconvene the executive session.

Mayor Gordon reconvened the regular session at 9:48 p.m.

ADJOURNMENT

The meeting was adjourned at 9:49 p.m.

APPROVED:

_____
CITY SECRETARY

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Consider a Resolution to enter into a Joint Election Agreement and Election Services contract between Dallas County and other jurisdictions holding an election on May 4, 2024, to be administered by the Dallas County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code.

Vision Statement:

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

STAFF RESPONSIBLE:
Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:
At the February 6, 2024 City Council meeting, by Resolution 2024-207, the City Council called for a general and special election to be held on Saturday, May 4, 2024. The agreement is with Dallas County and other jurisdictions to hold the election as a Joint and Special Election in accordance with Chapter 271 of the Texas Election Code. The contract agreement provides for the Dallas County Elections Administrator to perform and/or supervise the performance of any or all of the corresponding duties and functions on behalf of the City of Duncanville and other jurisdictions.

The total estimated General Election cost is $3,736,765.06. The City of Duncanville's estimated cost is $24,553.47.

POLICY EXPLANATION:
The Joint Elections Agreement Election Services Contract is among the City of Duncanville, Dallas County, and other jurisdictions for the Joint and Special election to be administered by the Dallas County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code; and Article VII, Section 7.02 of the Duncanville Home Rule Charter.

FUNDING SOURCE:

ORG and Object Number
01011200-700231

Available Budget	Purchase Amount	After Encumber
$78,120.00	$24,553.47	$53,566.53

ACTION ALTERNATIVES:

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

ATTACHMENTS:

RES 2024-225 Joint Election Agreement
Elections Estimated Cost Invoice
May 4 2024 Joint Election Contract_CODu_Draft

RESOLUTION NO. 2024-225

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, TO ENTER INTO A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BETWEEN DALLAS COUNTY AND OTHER JURISDICTIONS HOLDING ELECTION ON MAY 4, 2024, TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS ADMINISTRATOR IN ACCORDANCE WITH SUBCHAPTER D OF CHAPTER 31 AND CHAPTER 271 OF THE TEXAS ELECTION CODE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has ordered a general and special election to be held on Saturday, May 4, 2024; and

WHEREAS, the City of Duncanville and the other jurisdictions holding elections on May 4, 2024, desire to hold the election jointly in accordance with Chapter 271 of the Texas Election Code; and

WHEREAS, the City of Duncanville and the other jurisdictions holding elections on May 4, 2024, desire to contract with the Dallas County Elections Administrator for election services in accordance with Subchapter D of Chapter 31 of the Texas Election Code.

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

SECTION 1. The City Manager is authorized to enter into a Joint Election Agreement and Election Services Contract attached hereto and incorporated herein as Exhibit "A", between the City of Duncanville and Dallas County for the Duncanville General Election to be held on May 4, 2024, in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code, as provided.

SECTION 2. The contract provides for the Elections Administrator to perform or supervise the performance of any or all of the corresponding duties and functions that the Elections Administrator performs in connection with a county-wide election.

SECTION 3. The contract provides that the Election Administrator may contract with third parties for election services and supplies and pay the claims for those election expenses from funds deposited by the City and other contracting jurisdictions in an election services contract fund in the county treasury established for this election.

SECTION 4. The Elections Administrator will provide the City Secretary with an itemized list of estimated election expenses to be paid from the election services contract fund prior to execution of the contract, and will provide an itemized list of actual election expenses to be paid from the election Services Contract fund no later than the 120th day after the date of the election.

SECTION 5. The Finance Director is hereby authorized to pay the Dallas County Treasurer an amount not to exceed $78,1200.00 for the general, special and runoff elections; the required deposit will be made on January 16, 2024 as the City's estimated share of the costs of the May 4, 2024 Joint and Special Election.

SECTION 6. The contract will provide that in the event a runoff election is necessary, the Elections Administrator will provide the City Secretary with an itemized list of additional estimated election expenses to be deposited in the election services contract fund after authorization by the City Council, and that the Elections Administrator will continue to perform or supervise the performance of election duties and functions necessary for the proper administration of the runoff election.

SECTION 7. This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the Home Rule Charter of the City of Duncanville.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of March 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Dallas County Elections Department

1520 Round Table Drive
Dallas. Texas 75247

May 4, 2024 Joint Election

ESTIMATED COST INVOICE

Subject to Change

EXHIBIT - A

35 Entities
64 EV Locations
469 ED Vote Centers

Registered Voter Split	Total	City of Duncanville
Total Number of Registered Voters	3,409,183	22,401
Cost Per Registered Voter (w/o GSF)	$1.00	$1.00
Total Cost	$3,397,059.14	$22,321.34
% of Units	100%	0.66%

	Total	City of Duncanville
Election Total	$3,397,059.14	$22,321.34
Special Request Fee		
General Supervisory Fee (GSF)	$339,705.91	$2,232.13
Total Cost	$3,736,765.06	$24,553.47
Cost Per Registered Voter (w. GSF)	$1.10	$1.10
Amount of Deposit		
(Overpaid)/Underpaid	$3,736,765.06	$24,553.47

Exp. Code	Early Voting	Units	Unit Cost	Estimated	City of Duncanville
POSTAGE					
62175	Mail Ballot Kits	20,000	$2.62	$52,400.00	$344.31
62175	Undeliverable / Resent Mail Kits	600	$3.20	$1,920.00	$12.62
62170	Postage for Ballots Mailed	20,000	$0.63	$12,600.00	$82.79
62170	Postage for Undeliverable / Resent Mails	600	$0.63	$378.00	$2.48
EQUIPMENT RENTAL					
62025	EV Model DS200 (Tabulator/Scanner)	64	$464.10	$29,702.40	$195.17
62025	EV ExpressVote Ballot Marking Device (BMD)	512	$295.00	$151,040.00	$992.45
62025	EV EPB Printer	256	$62.00	$15,872.00	$104.29
62025	EV Election Supply Cart	128	$295.00	$37,760.00	$248.11
62021	EV Mini-Van Rental	8	$1,085.00	$4,340.00	$28.52
62021	EV Truck Rental	2	$1,927.00	$1,927.00	$12.66
RENTAL BUILDINGS					
62023	EV Location Rental	Various Locations		$81,000.00	$532.23
PERSONNEL					
61050	EV Election Department (OT)	Various		$15,000.00	$98.56
61050	EV Clerks (OT) 24hrs	256	$24.00	$147,456.00	$968.90
61050	EV Judges (OT) 24hrs	64	$27.33	$41,978.88	$275.83
61050	EV Building Security (OT)	4	$45.00	$4,320.00	$28.39
61050	EV Inspectors (OT)	8	$27.33	$5,247.36	$34.48
61050	EV Training Trainers (OT)	7	$28.37	$4,765.32	$31.31
61050	EV Ballot Board Committee (OT)	30	$30.90	$2,781.00	$18.27
61050	EV Ballot Board Judge (OT)	1	$30.90	$92.70	$0.61
61060	EV Clerks (ST)	256	$16.00	$270,336.00	$1,776.32
61060	EV Judges (ST)	64	$18.22	$76,961.28	$505.70
61060	EV Inspectors (ST)	8	$18.22	$9,620.16	$63.21
61060	EV Training Trainers (ST)	7	$18.91	$8,736.42	$57.41
61060	EV Ballot Board Committee (ST)	30	$20.60	$27,810.00	$182.73
61060	EV Ballot Board Judge (ST)	1	$20.60	$927.00	$6.09
61111	EV FICA	6.2%		$930.00	$6.11
61112	EV Medicare	1.45%		$8,932.47	$58.69
61113	EV PARS	1.3%		$7,813.42	$51.34
61150	EV Retirement Chargeback	13.23%		$1,984.50	$13.04
62225	EV Temp. Employees	50	$26.01	$156,060.00	$1,025.44
SUPPLY EXPENSE					
62175	EV Official ExpressVote Ballots	300,000	$0.14	$42,000.00	$275.97
62175	EV Judges Kits	64	$80.00	$5,120.00	$33.64
SERVICE EXPENSE					
62013	Legal Notice	Legal Notice		$3,500.00	$23.00
62225	EV GTS IT Services	11	$35.00	$49,087.50	$322.54
62225	EV ES&S Project Management	17	$1,975.00	$33,575.00	$220.61
62225	EV ES&S Audio	70	$28.95	$3,356.50	$22.05
PREPARATION AND TRANSPORTATION OF VOTING EQUIPMENT					
62910	EV Atlantic Delivery and Pick-up	128	$100.00	$12,800.00	$84.11
MILEAGE / FUEL					
62285	EV Fuel	Vans and Trucks		$1,200.00	$7.88
	EARLY VOTING TOTAL			**$1,331,330.90**	**$8,747.89**

Exp. Code	Election Day	Units	Unit Cost	Estimated	City of Duncanville
EQUIPMENT RENTAL					
62025	ED Model DS200 (Tabulator/Scanner)	469	$464.10	$217,662.90	$1,430.22
62025	ED ExpressVote Ballot Marking Device (BMD)	1,876	$295.00	$553,420.00	$3,636.40
62025	ED EPB Printer	1,876	$62.00	$116,312.00	$764.26
62025	ED Election Supply Carts	469	$295.00	$138,355.00	$909.10
62021	ED Mini-Van Rental	8	$1,085.00	$4,340.00	$28.52
62021	ED Truck Rental	2	$1,927.00	$1,927.00	$12.66
RENTAL BUILDINGS					
62023	ED Location Rental	Various Locations		$100,500.00	$660.36
PERSONNEL					
61020	ED Clerks (ST)	1,876	$16.00	$450,240.00	$2,958.43
61020	ED Judges (ST)	469	$20.00	$140,700.00	$924.51
61020	ED Judges Delivery (Can Money)	469	$25.00	$11,725.00	$77.04
61020	ED Emergency Response (ST)	40	$25.00	$15,000.00	$98.56
61020	ED Phone Bank (ST)	35	$25.00	$13,125.00	$86.24
61020	ED Regional Site Support (ST)	60	$20.00	$6,000.00	$39.42
61020	ED Inspectors (ST)	40	$25.00	$15,000.00	$98.56
61050	ED Sheriff Deputies (OT)	32	$60.00	$28,800.00	$189.24
61050	ED Building Security (OT)	14	$50.00	$10,500.00	$68.99
61050	ED Election Department (OT)	Various		$10,000.00	$65.71
61111	ED FICA	6.2%		$2,405.60	$15.81
61112	ED Medicare	1.45%		$145.00	$0.95
61113	ED PARS	1.3%		$130.00	$0.85
61150	ED Retirement Chargeback	13.23%		$5,133.24	$33.73
62225	ED Temp. Employees	50	$26.01	$26,010.00	$170.91
SUPPLY EXPENSE					
62175	ED Official ExpressVote Ballots	300,000	$0.140	$42,000.00	$275.97
62175	ED Judge Kit	469	$80.00	$37,520.00	$246.54
SERVICE EXPENSE					
62225	ED ES&S Site Support	1	$4,975.00	$4,975.00	$32.69
62225	ED IT Services (GTS)	11	$35.00	$15,400.00	$101.19
PREPARATION & TRANSPORTATION OF VOTING EQUIPMENT					
62910	ED Atlantic Delivery and Pick-up	938	$100.00	$93,800.00	$616.34
MILEAGE / FUEL					
61080	Mileage for Deputies	5,500	$0.655	$3,602.50	$23.67
62285	ED Fuel	Vans and Trucks		$1,000.00	$6.57
	ELECTION DAY TOTAL			**$2,065,728.24**	**$13,573.45**

ELECTION SERVICES CONTRACT ("Election Services Contract" or "Contract")
BETWEEN THE DALLAS COUNTY ELECTIONS ADMINISTRATOR
AND

Carrollton-Farmers Branch ISD (CFBISD)
City of Balch Springs (COBS)
City of Cedar Hill (COCH)
City of Combine (COCb)
City of Cockrell Hill (COCkH)
City of Coppell (COCp)
City of DeSoto (CODe)
City of Duncanville (CODu)
City of Farmers Branch (COFB)
City of Garland (COG)
City of Grand Prairie (COGP)
City of Hutchins (COH)
City of Irving (COI)
City of Lewisville (COLe)
City of Sachse (COSa)
City of Seagoville (COS)
City of University Park (COUP)
City of Wilmer (COW)
City of Wylie (COWy)
Coppell ISD (CpISD)
D.C Park Cities Municipal Utilities Dist. (DCPMUD)
Dallas County Appraisal District (DCAD)
Dallas County Community College (DC)
Dallas ISD (DISD)
DeSoto ISD (DeISD)
Duncanville ISD(DUISD)
Ferris ISD (FISD)
Garland ISD (GISD)
Grand Prairie ISD (GPISD)
Highland Park ISD (HPISD)
Lancaster ISD (LISD)
Mesquite ISD (MISD)
Richardson ISD (RISD)
Town of Addison (TOA)
Town of Highland Park (TOHP)
Town of Sunnyvale (TOS)

FOR THE CONDUCT OF JOINT ELECTION
TO BE HELD SATURDAY, MAY 4, 2024
TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS DEPARTMENT

1) **STATUTORY AUTHORITY FOR AND PARTIES TO THIS ELECTION SERVICES CONTRACT**

a) Heider Garcia is the duly appointed County Elections Administrator ("Elections Administrator") of Dallas County, Texas ("County") and the Department Head of the Dallas County Elections Department ("DCED"). As such, Heider Garcia is the County's Voter Registrar and the Election Officer of Dallas County, Texas, and is authorized by Subchapter D of Chapter 31 of Title 3 and Chapter 271 of Title 16 of the Texas Election Code to enter into this Election Services Contract ("Election Services Contract" or "Contract") with the contracting authorities of the Participating Political Subdivisions listed in "Attachment F" of this Election Services Contract. DCED acts at the direction of the Elections Administrator. **The Elections Administrator, DCED, and the Participating Political Subdivisions together may be referred to collectively as "Parties" or individually as "Party."**

b) The contracting authorities of the Participating Political Subdivisions that are participating in this Election Services Contract are listed on the face page of this agreement and in "Attachment F" of this Election Services Contract and are hereby participating with each other in this **Joint Election to be held in Dallas County, Texas on Saturday, May 4, 2024,** under Chapter 271 of Title 16 of the Texas Election Code ("Joint Election"); and are hereby contracting with the Elections Administrator of Dallas County, Texas to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code. The Participating Political Subdivisions acknowledge that they are participating in this Joint Election with each other to the extent that they have candidates and/or propositions on the ballot in this Joint Election. The terms and conditions of this Elections Services Contract also apply to any run-off election or re-count related to this Joint Election unless otherwise agreed in writing.

c) The Elections Administrator will coordinate, supervise, and handle all aspects of administering this Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this Election Services Contract. Each contracting authority of each Participating Political Subdivision will pay its share of the Election Costs to the Elections Administrator for the equipment, supplies, services, and administrative costs outlined in this Election Services Contract. The Elections Administrator will administer the election; however, each Participating Political Subdivision will be responsible for the duties directly administered by the Participating Political Subdivision. Pursuant to Texas Election Code §§ 31.093 and 31.098, the Elections Administrator may enter a contract to furnish the election services requested within this Election Services Contract.

d) Pursuant to Texas Election Code Section 2,025 and Texas Secretary of State Election

Advisory No. 2023-25, if a runoff election is necessary, the date of the runoff for this Joint Election would be **Saturday, June 15, 2024**. This Elections Services Contract and its terms will be automatically extended to cover the Joint Runoff Election unless a Participating Political Subdivision states in writing **on or before Friday, May 17, 2024,** that it does not wish to participate in a Joint Runoff Election contemplated herein. DCED will provide each Participating Political Subdivision to which this Section 1(d) applies an estimated cost based on the formula in Section 10 (b), and such estimated costs will be paid in accordance with Section 10(e) ("Joint Runoff Fees"). Early voting polling place(s) and vote centers for any runoff will be established in accordance with Texas Election Code §§ 43.004 and 43.007.

e) Joint Runoff Fees will be deposited into a special and separate Joint Runoff Election account. The Joint Runoff Fees must be deposited within seven (7) days after DCED provides unofficial results.

f) In the event of a recount and upon a Participating Political Subdivision's written request, the DCED will provide assistance for a recount to the extent permitted and in accordance with Title 13 of the Texas Election Code ("Recount(s)"). The Participating Political Subdivisions requesting a Recount shall deposit with DCED the deposit received by the candidate requesting the Recount. DCED will bill each requesting Participating Political Subdivision for providing assistance for any Recounts, and such costs will be in accordance with the allowable costs under the Texas Election Code ("Recount Fees"). Recount Fees will be paid by the requesting Participating Political Subdivisions in accordance with Section 10 (e).

2) **ATTACHMENTS** The following attachments are hereby incorporated into this Election Services Contract as if set forth herein in their entirety. The Participating Political Subdivisions acknowledge that the following attachments are subject to reasonable changes by the Dallas County Elections Administrator before, during, and after Election Day and any runoff election(s), if any runoff election(s) are required by law to be held.

a) **"Attachment A"** is an itemized list of the estimated election expenses for this Joint Election and the amounts that each Participating Political Subdivision must deposit with the Dallas County Elections Department. It also includes the Deposit Detail for each entity. The Elections Administrator will amend "Attachment A" to reflect the changing estimates of election expenses that are caused by changing circumstances and by the withdrawal of Participating Political Subdivision(s), if any, from this Election Services Contract.

b) **"Attachment B"** is a list of the early voting polling places for this Joint Election. ("early voting vote center(s), or "early voting polling place(s)"

c) **"Attachment C"** is a list of the Election Day Countywide polling places ("vote center(s)") for this Joint Election.

d) **"Attachment D"** is a list of the people that the Dallas County Elections Administrator will appoint as deputy early voting clerks for this Joint Election.

e) **"Attachment E"** is a list of the presiding election judges and alternate election judges for Election Day for this Join Election.

f) **"Attachment F"** is a list of the Participating Political Subdivisions that will be holding elections in Dallas County election precincts and sub-precincts and the number of registered voters in each of those election precincts or sub-precincts. "Attachment F" will be amended if any of the Participating Political Subdivisions withdraw from this Election Services Contract. "Attachment F" will be amended to reflect the number of registered voters in each election precinct and sub-precinct as of the statutory deadline of **April 4, 2024**, for voters to submit applications to register to vote or changes of address in this Joint Election.

g) **"Attachment G"** is a list of the Participating Political Subdivisions & Ballot Details

h) "**Attachment H**" will contain, for each Participating Political Subdivision, the full name of the person serving as a point of contact, the physical address, the mailing address, a facsimile number, and an email address. "Attachment H" will be amended if any of the Participating Political Subdivisions withdraw from this Election Services Contract.

i) Within five (5) business days after any of the foregoing attachments are amended by the Elections Administrator, the Elections Administrator will send each Participating Political Subdivision an amended version of the amended attachment by email to the email address provided by each Participating Political Subdivision in "Attachment H."

3) **LEGAL DOCUMENTS**

a) Each Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, notices, and other documents that are required by, or of, their governing bodies. Any orders, resolutions, notices, or other documents that are required to be posted to the County's website shall be provided by each Participating Political Subdivision to the Elections Administrator at least three (3) business days before the statutory deadline to post and such orders, resolutions, notices, or other documents shall be posted to the County's website as directed by the Participating Political Subdivisions. Any orders, resolutions, notices, or other documents that are required to be posted at an early voting or election day vote center shall be provided by each Participating Political Subdivision to the Elections Administrator at least seven (7) business days before the statutory deadline to post and such orders, resolutions, notices, or other documents will be provided to each election judge or clerk for posting. **The Elections Administrator, and DCED is not responsible for the proper posting or verification of posting of any required notice, order, resolution, or other documents at any early voting or election day vote center. The election judge, clerk, or their designee, at each early voting or election day vote center will be responsible for the posting of any such notice, order, resolution, or other documents.** Such documents can be sent to the attention of:

Heider Garcia
Elections Administrator
1520 Round Table Drive,
Dallas, Texas 75247;

or, emailed to

DCECommunications@dallascounty.org

with a copy sent to heider.garcia@dallascounty.org on all communications related to legal documents and questions regarding this election.

b) Each Participating Political Subdivision is responsible for having its own election orders, resolutions, notices, or official ballot wording translated into the Spanish and Vietnamese languages.

4) **VOTING SYSTEMS**

a) Each Participating Political Subdivision agrees that, during this Joint Election, voters will cast their ballots on the following voting systems, that are approved by the Texas Secretary of State in accordance with the Texas Election Code and the Texas Administrative Code: the ES&S ExpressVote Universal Voting System Ballot Marking Devices ("BMD(s)"), and the ES&S DS200 Digital Vote Center Scanner ("Tabulators"). Each of these systems are accessible to voters with physical disabilities. **On March 20, 2024, beginning at 10:00 A.M.**, until completed, at the County Elections Department at 1520 Round Table Drive, Dallas, Texas 75247, the Elections Administrator will test the BMDs and Tabulators used for counting ballots at the central counting station. At least 48 hours before the date and hour of each test, the Elections Administrator will publish a newspaper notice with the date, hour, and place of the testing.

b) The Elections Administrator will provide Electronic Poll Books, BMDs, Tabulators, and any other necessary equipment for this Joint Election. For Early Voting and on Election Day, the Elections Administrator will allocate voting equipment to the vote centers in amounts reasonably sufficient for the anticipated turnout of voters.

c) The itemized list of the estimated election expenses for this Joint Election are in "Attachment A," which includes, but may not be limited to the number of Electronic Poll Books, BMDs, Tabulators, and any other necessary equipment.

5) **POLLING PLACES/VOTE CENTERS**

a) The Elections Administrator will select and arrange for the use of and payment for all of the early voting vote centers listed in "Attachment B" and the Election Day vote centers listed in "Attachment C". Early voting polling places and vote centers identified in Attachments "B" and "C" cannot be changed by a Participating Political Subdivision, but the Elections Administrator may consider changes requested by a Participating Political Subdivision. Any changes to vote centers are subject to the procedures outlined in Section 43.007 of the Texas Election Code. The Elections Administrator will finalize the vote centers as soon as possible before this Joint Election.

b) Whenever possible, previously used vote centers that voters are accustomed to using will be used in this Joint Election; however, the Participating Political Subdivisions acknowledge that sometimes previously used vote centers are not available or appropriate for every election. Accessibility under the Americans with Disabilities Act is an important consideration for all vote centers in this Joint Election.

c) In accordance with Section 43.007(o) of the Texas Election Code, the Elections Administrator will post a notice at each vote center of the four nearest vote centers by driving distance. The Elections Administrator shall be responsible for any notices required under Section 43.062 of the Texas Election Code.

6) **PRESIDING ELECTION JUDGES, ALTERNATE PRESIDING ELECTION JUDGES, ELECTION CLERKS, AND OTHER ELECTION DAY PERSONNEL**

a) In accordance with Section 32.005 of the Texas Election Code, the Participating Political Subdivisions are responsible for the appointment of the presiding election judges and alternate election judges listed in "Attachment E" for each vote center listed in "Attachment C" subject to the eligibility requirement found in the Texas Election Code Subchapter C, Chapter 32 and Subchapter A, Chapter 83. The Participating Political Subdivisions acknowledge that approval of this Election Services Contract by the Participating Political Subdivisions shall constitute approval and appointment of the Judges and Alternate Judges listed in "Attachment E" by the Participating Political Subdivisions. The alternate presiding judge shall serve as presiding judge for an election if the regularly appointed presiding judge cannot serve. The Elections Administrator will be responsible for the administration of the election judges listed in "Attachment E".

b) In accordance with Section 32.007 of the Texas Election Code, if a person appointed as a presiding election judge or alternate election judge becomes ineligible to serve as such in this Joint Election, and the presiding officer of the appointing authority is unavailable to appoint a replacement, then the Election Administrator will name a replacement presiding election judge or alternate election judge, amend "Attachment E" accordingly, and send each Participating Political Subdivision the amended "Attachment E" by email within five (5) business days after naming a replacement presiding judge or alternate presiding judge, and in any event no later than the time for closing the polls for the Joint election.

c) In accordance with Section 32.007 of the Texas Election Code if a person is unable or unwilling to serve as a presiding election judge or an alternate election judge, and the presiding officer of the appointing authority is unavailable to appoint a replacement, then the Elections Administrator will name a replacement presiding election judge or alternate presiding judge, and send each Participating Political Subdivision the amended "Attachment E" by email within five (5) business days after naming a replacement presiding judge or alternate presiding judge, and in any event no later than the time for closing the polls for the Joint Election.

d) The Elections Administrator will provide county training programs and applicable notice of such training programs, in keeping with Section 32.114 of the Texas Election Code, for

all presiding election judges, alternate election judges, and election clerks for this Joint Election. Pursuant to Section 32.114(b), the training programs will be open to the public free of charge.

e) To serve in this Joint Election, each presiding election judge and alternate election judge must have attended an in-person training class which includes information regarding recent law changes, court rulings, Voter ID laws, poll watcher rules, election equipment, election procedures, and COVID-19 safety procedures. New judges and election clerks must attend an in-person training class.

f) The Elections Administrator will notify the Participating Political Subdivisions by email and post on the DCED's website the dates, times, and locations of training classes for both Early Voting and Election Day workers.

g) To comply with the Federal Voting Rights Act of 1965, as amended, vote centers are required to have interpreter assistance. If a presiding election judge of such a vote center is not bilingual and is unable to hire a bilingual election clerk, the Elections Administrator may recommend an individual to provide interpreter assistance. If the Elections Administrator is unable to recommend an individual to provide interpreter assistance for such a vote center, the Elections Administrator will notify the Participating Political Subdivision and request assistance in identifying an interpreter. In the event that a bilingual election clerk is hired by the Elections Administrator for a vote center required to have interpreter assistance, the bilingual clerk will be paid according to a rate set by the Elections Administrator. The Elections Administrator will charge that expense to the funds deposited with the Dallas County Elections Department for the conduct of the elections listed in this Election Services Contract. A Participating Political Subdivision may pay more money to a bilingual clerk than the rate set by the Elections Administrator, however that expense will be borne by that Participating Political Subdivision individually and that extra expense will not be charged to the funds deposited with the Dallas County Elections Department for the conduct of the elections listed in this Election Services Contract.

h) The Elections Administrator will notify all presiding election judges and alternate election judges about the eligibility requirements of Subchapter C of Chapter 32 of Title 3 of the Texas Election Code and Section 271.005 of the Texas Election Code. The Elections Administrator will take the necessary steps to ensure that all presiding election judges, and alternate election judges appointed to serve during this Joint Election are eligible to serve and qualified to serve in this Joint Election. Under Section 32.031 of the Texas Election Code, the presiding election judge for each vote center shall appoint the election clerks to assist the presiding election judge in the conduct of the election at the vote center served by the presiding election judge on Election Day.

i) The presiding election judges are responsible for picking up election supplies at the time and place determined by the Elections Administrator, which will be set forth in the letter to the presiding election judges requesting service for this election. Payments for the presiding election judge will be specified in "Attachment A."

j) Any Participating Political Subdivision electing to pay their election workers for attending a training class must bear that expense separately from the funds deposited into this Joint Election account.

k) The Elections Administrator will employ and or contract for other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of services, supplies, assistance, and equipment, during the period of early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station.

7) **SUPPLIES AND PRINTING**

a) The Elections Administrator will obtain and distribute all election supplies and election printing necessary for this Joint Election, including, but not limited to, all forms, signs, and other materials used by the presiding election judges and clerks at the vote centers.

b) The Elections Administrator will provide maps, if necessary, instructions, and other information that the presiding election judges need to conduct this Joint Election.

c) Each Participating Political Subdivision must deliver a list to the Elections Administrator of candidates and propositions for their elections no later than February 28, 2024. The list must be in English, Spanish, and Vietnamese. The list must include the ballot positions for the candidates and the propositions. The list must include the correct spelling of each candidate's name and the precise wording of all the propositions. As soon as possible after each Participating Political Subdivision has determined its ballot positions for the candidates and propositions in its election, the Participating Political Subdivision must email the completed list to the Elections Administrator. The Elections Administrator will use the lists received from the Participating Political Subdivisions to create the ballot styles for this Joint Election. The Elections Administrator will deliver the proposed ballots to the Participating Political Subdivisions for approval. Each Participating Political Subdivision will be responsible for proofreading the proposed ballots and notifying the Elections Administrator of any corrections that are required for their particular ballots. The Elections Administrator is responsible for implementing the corrections made by the Participating Political Subdivisions to their ballots and then producing the ballots for this Joint Election.

8) **OPTICAL SCAN CARD BALLOTS**

a) The Elections Administrator will supply a sufficient number of ballots to assure that there will be more than enough ballots for the Joint Election.

9) **RETURNS OF ELECTIONS**

a) The Participating Political Subdivisions will establish a central counting station to receive and tabulate ballots cast in this Joint Election under Chapter 127 of Title 8 of the Texas Election Code. The Participating Political Subdivisions will designate the central counting station established by the County and Elections Administrator in accordance with Section 127.001(b) of the Texas Election Code.

b) The Participating Political Subdivisions hereby, in accordance with Sections 127.002,

127.003, and 127.004 of the Texas Election Code, appoint the following central counting station officials:

Central Count Station Manager:	**Heider Garcia**, Dallas County Elections Administrator
Tabulation Supervisor:	**Danielle Grant**, Central Count Station Manager
Assistant Tabulation Supervisor:	**Angelica Munoz,** Central Count Station Lead Clerk
Assistant Tabulation Supervisor:	**Michelle Lee,** Central Count Station Lead Clerk

The Participating Political Subdivisions hereby, in accordance with Sections 127.005 of the Texas Election Code, appoint the following central counting station officials:

Presiding Judge:	**[TBD]**, Appointed by the Participating Entities
Alternate Presiding Judge:	**[TBD],** Appointed by the Participating Entities

The Participating Political Subdivisions acknowledge that approval of this Election Services Contract by the Participating Political Subdivisions shall constitute approval and appointment of the Presiding and Alternate Presiding Judge listed above for the central counting station.

c) The Central Count Station Manager or their representative will deliver timely, cumulative reports of the election results as vote centers are tabulated. The Central Count Station Manager will be responsible for releasing cumulative totals and vote center election returns from the election to the Participating Political Subdivisions, candidates, press, and the public by the distribution of hard copies or electronic transmittals (where accessible). The Elections Administrator will operate an election result center to release election results in the **Dallas County Elections Operations Facility, 1520 Round Table Dr., Dallas, Texas 75247**.

d) The Elections Administrator will link any Participating Political Subdivision's website to DCED's website. Participating Political Subdivisions that want such website linkage should deliver their website address to the Tabulation Supervisor at DCED.

e) The Elections Administrator will prepare the unofficial canvass report after the results from all vote centers have been counted and will email a copy of the unofficial canvass to each Participating Political Subdivision as soon as possible after all returns, provisional ballots, and late overseas ballots have been tabulated, but no later than **May**

~~17~~15**, 2024.** All Participating Political Subdivisions will be responsible for the official canvass of their respective elections.

f) The Elections Administrator will be responsible for conducting the post-election manual recount, unless the Texas Secretary of State grants a waiver under Section 127.201 of the Texas Election Code. If no such waiver is given, the Elections Administrator will provide notice and copies of the recount to each Participating Political Subdivision and the Secretary of State's Office. Each Participating Political Subdivision must notify the Elections Administrator if such a waiver has been granted or denied as soon as possible, but no later than five (5) calendar days before Election Day.

10) **ELECTION EXPENSES**

a) The Participating Political Subdivisions agree to share the costs of administering this Joint Election as specified in "Attachment A." The Election Administrator will charge a general supervisory fee not to exceed ten (10%) percent of the total cost of this Joint Election as authorized by Section 31.100 of the Texas Election Code. In no event will the ten (10%) percent general supervisory fee be refunded to any Participating Political Subdivision. If the ballot, candidates, or propositions supplied by the Participating Political Subdivision are changed after their initial programming and/or printing by the Elections Administrator due to a court order from a court of competent jurisdiction, the affected Participating Political Subdivision(s) agrees to pay all expenses associated with re-printing and re-programming the ballots pursuant to a court order including expenses for expedited services and "Attachment A" will be amended by the Election Administrator.

b) Allocation of costs among the Participating Political Subdivisions will be according to a formula based on the total cost of the Joint Election multiplied by the Participating Political Subdivision's percentage of the total current, and active registered voters for the Joint Election ("Election Cost(s)"). Any special request(s) for additional vote center(s), early voting polling place(s), supplies, personnel, or equipment that exceeds the Election Costs will be billed separately as additional costs ("Special Request Fee(s)"). Special Request Fees will be paid by the Participating Political Subdivision making the request. If the special request(s) is agreed to by all Participating Political Subdivisions and stated in this Election Services Contract, then the fees for the special request(s) will be allocated amongst all the Participating Political Subdivisions based on the formula for determining Election Costs. A Special Request Fee will not be assessed against a Participating Political Subdivision who requests an early voting polling place within their jurisdiction and an early voting polling place is not already located in their jurisdiction ("Early Voting Request"). The costs for any Early Voting Request will be allocated amongst all the Participating Political Subdivisions based on the formula for determining Election Costs.

c) The expenses for early voting by mail and personal appearance will be paid by each Participating Political Subdivision as set forth in "Attachment A."

d) The Elections Administrator will determine the final election expenses to the extent

practicable within one hundred and eighty (180) business days after the final canvass of this Joint Election or the Joint Runoff Election, if any. The Elections Administrator will provide each Participating Political Subdivision with a final, written accounting of all money that was deposited into, and payments that were made from, the Joint Election account(s) maintained by the Dallas County Elections Department for this Joint Election and the runoff election, if any.

e) If the Elections Administrator requires additional funds to perform their obligations under this Election Services Contract that is more than the estimate listed in "Attachment A" or any estimate provided for Joint Runoff Fees, then the Elections Administrator will bill each Participating Political Subdivision using the same formula listed in Section 10(b) ("Joint Election Fees"). If the Elections Administrator requires additional funds to assist in any Recounts that is more than the estimate provided for Recount Fees, then the Elections Administrator will bill each Participating Political Subdivision that is participating in a Recount for such fees ("Final Recount Fees"). An invoice will be sent to each Participating Political Subdivision which will include the Joint Election Fees, Special Request Fees, and Final Recount Fees ("Final Bill"). The Participating Political Subdivision shall pay the Final Bill within thirty (30) days of receipt except for any amount the Participating Political Subdivision files a timely good faith dispute under Section 17 of this Election Services Contract. After all expenses of this Joint Election are paid and disputes, if any, resolved, any funds that remain in the account maintained by the Dallas County Elections Department for this Election Services Contract will be refunded to the Participating Political Subdivisions (the "Refund") as soon as practicable.

11) **DEPOSIT OF FUNDS**

a) Attachment A details the cost and expenses anticipated for this election; Participating Political Subdivisions will initially receive an estimate cost. The Final Bill will be distributed in accordance with 10 (d). Each Participating Political Subdivision hereby agrees to deposit with the Dallas County Elections Department one hundred (100%) percent of the full balance of money listed for their entity in "**Attachment A: Deposit of Funds Detail**" of this Election Services Contract by the due date of (on or before) **March 20, 2024.** The Dallas County Elections Department will place the money deposited by the Participating Political Subdivisions in a Joint Election account.

b) The deposit of funds by each Participating Political Subdivision is an express condition precedent to the participation of each Participating Political Subdivision in this Election Services Contract. A Participating Political Subdivision may seek an extension from the Elections Administrator as to the due date for the deposit of funds. Such an extension must be sought in writing and prior to due date for such deposit by the Participating Political Subdivision. Any decision(s) made by the Elections Administrator will be provided in writing to the Participating Political Subdivision. The Elections Administrator, however, shall not be required to grant an extension for the deposit of funds by a Participating Political Subdivision. For any Participating Political Subdivision that fails to deposit the total amounts specified in "Attachment A" by the dates specified in this

Election Services Contract or any extension granted by the Elections Administrator, the Elections Administrator will be relieved from the responsibility to perform under this Election Services Contract for such Participating Political Subdivision.

c) The Elections Administrator will only draw money from this Joint Election account to pay for election expenses that are included in "Attachment A" to this Election Services Contract and for other expenses that the Participating Political Subdivisions agree to in writing.

d) If a Participating Political Subdivision withdraws completely from this Joint Election by **March 20, 2024**, then the Elections Administrator will refund (as soon as practicable) that Participating Political Subdivision's deposit, less any funds already expended before the withdrawal and less the general supervisory fee authorized by Section 31.100 of the Texas Election Code. In the event of a partial withdrawal from this Joint Election, deposits will not be refunded to the Participating Political Subdivisions.

e) The Elections Administrator will not make partial refunds to a Participating Political Subdivision if any candidate(s) or propositions do not appear on the ballot for that Participating Political Subdivision.

f) Deposits should be made out to Dallas County Elections Department and delivered within the mandatory time frame to:

Heider Garcia
Dallas County Elections Administrator
1520 Round Table Drive
Dallas, Texas 75247

In the "memo" section of check place Election Escrow Account: _91486__

12) **RECORDS OF THE ELECTION**

a) The Elections Administrator is hereby appointed the general custodian of the voted ballots and all election records of this Joint Election to the extent authorized by Sections 31.094, 31.095, 31.096, and 31.097 of the Texas Election Code.

b) Access to the election records will be available to each Participating Political Subdivision as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the **Dallas County Elections Department, 1520 Round Table Drive, Dallas, Texas 75247** at any time during normal business hours. The Elections Administrator will ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container. However, access to election records that contain confidential information that must be redacted pursuant to federal, or state law may be provided at the offices of the Civil Division of the Criminal District Attorney's Office of Dallas County, Texas at 500 Elm Street, Suite 6300, Dallas, Texas 75202.

c) Pursuant to Section 66.058 of the Texas Election Code, the Elections Administrator will retain the precinct election records that are distributed to the Elections Administrator at the Elections Administrator's main offices and Elections Warehouse for **sixty (60) days**

after the date of this Joint Election. At any point after **Sixty (60) days** after the date of this Joint Election, the Elections Administrator may arrange for transport of this precinct election records to the Dallas County Record Storage facility. If so, the precinct election records will then become the responsibility of Dallas County Record Storage for the remainder of the **twenty-two (22) month** preservation period. If the Elections Administrator does not transport the precinct election records to the Dallas County Records Storage facility, then the precinct election records will remain the responsibility of the Elections Administrator for the remainder of the **twenty-two (22) month** preservation period. Dallas County Record Storage will be responsible for the destruction of this Joint Election records after the preservation period. The Participating Political Subdivisions agree the Elections Administrator may destroy the records from this Joint Election after the **twenty-two (22)** month preservation period without further notice to the Participating Political Subdivisions unless the events in Section 12 (d) occur.

d) The Participating Political Subdivisions must notify the Elections Administrator in writing within three (3) business days after any official or employee of any Participating Political Subdivision becomes aware of any election contest, litigation, or criminal investigation or proceeding in connection with this Joint Election. In accordance with Section 1.013 of the Texas Election Code, the election records must be preserved until any election contest, litigation, or any criminal investigation or proceeding is completed and a judgment, if any, becomes final. Also, the election records will be maintained by the Elections Administrator if there is an active ~~criminal investigation, proceeding,~~ or ~~a~~ pending request for public information related to the election records until such ~~investigation, proceeding, or~~ request for public information is finally concluded.

e) The Participating Political Subdivisions acknowledge and agree that the Elections Administrator reserves the right to intervene in any election contest or litigation in connection with this Joint Election in order to preserve any available remedies at law and to preserve the Elections Administrator's obligations under this Contract and the Texas Election Code.

f) If the Participating Political Subdivisions have changed their single-member districts since their last election, the Subdivisions must submit new boundaries by **February 04, 2024**.

g) The Elections Administrator will provide each Participating Political Subdivision records that indicate the jurisdictional boundaries of each Participating Political Subdivision by ~~March 5~~**January 3, 2024**. Each Participating Political Subdivision will have until ~~March 13~~**January 26, 2024** to verify in writing that the jurisdictional boundaries provided by the Elections Administrator are correct.

13) **EARLY VOTING**

a) Under Sections 31.094 and 271.006 of the Texas Election Code, the Participating Political Subdivisions hereby appoint the Elections Administrator to be the early voting clerk for all political subdivisions participating in this Joint Election. The deputy early voting clerks

that will be appointed by the Elections Administrator are listed in "Attachment D."

b) Any qualified voter for this Joint Election may vote early by personal appearance at the main early voting polling place or at one of the early voting branch polling places listed in Attachment B. Early voting will be conducted as agreed by the Parties as follows:

Monday-Friday, April 22-26, 2024, from 8:00 a.m. to 5:00 p.m.
Saturday, April 27, 2024, from 7:00 a.m. to 7:00 p.m.
Sunday, April 28, 2024, from 12:00 p.m. to 6:00 p.m.
Monday-Tuesday, April 29-30, 2024, from 7:00 a.m. to 7:00 p.m.

c) All requests for early voting ballots by mail that are received by a Participating Political Subdivision must be transported by runner on the day of receipt to the Dallas County Elections Department, Elections Operations Facility at 1520 Round Table Drive, Dallas, Texas 75247 for processing. Persons voting by mail must send their voted ballots to the Dallas County Elections Department.

d) All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed under Subchapter A of Chapter 87 of the Texas Election Code. The Participating Political Subdivisions agree to appoint **Chaka Terrell** as the Presiding Judge, and **Patti Clapp** as the Alternate Presiding Judge of the Early Voting Ballot Board. In accordance with Section 87.002(b) of the Texas Election Code, the presiding judge will appoint at least one or more members to the Early Voting Ballot Board. The Participating Political Subdivisions may submit one individual for consideration by the presiding judge to be appointed as a member of the Early Voting Ballot Board and will notify DCED of the individual's name, telephone number, mailing address, and email address, if any, no later than **April 4, 2024**. A list of Early Voting Ballot Board members will be furnished to each Participating Political Subdivision by **April 11, 2024.** The Participating Political Subdivisions acknowledge that approval of this Election Services Contract shall constitute approval and appointment of the Presiding and Alternate Presiding Judge listed above for the Early Voting Ballot Board.

e) A signature verification committee will not be appointed, and signature verification duties will be performed by the Early Voting Ballot Board in accordance with Chapter 87 of the Texas Election Code.

h) The Presiding Judge of the Early Voting Ballot Board shall deliver notices of rejected ballots in compliance with Section 87.0431, Texas Election Code.

14) **CRIMINAL BACKGROUND CHECKS**

The Elections Administrator, their agent or assignee will conduct a criminal background check (in accordance with statutory requirements) of any person who is expected to or scheduled to serve or work in this Joint Election at either the Elections Department or an Early Voting location. Any person that does not satisfactorily pass the criminal background check will be ineligible to serve or work in this Joint Election. Failure to obtain a criminal background check does not release the participating entity's obligation to pay for service rendered in good faith. Additionally, DCED will conduct a review of all

poll workers against the Texas Public Sex Offender Registry and provide the results to the Participating Political Subdivisions.

15) **ELECTION REPORTS**

During the early voting period for this Joint Election, the Elections Administrator will deliver daily reports to each Participating Political Subdivision of the Early Voting Location Turnout Totals and Early Voting Roster. The day after the early voting period ends, the Elections Administrator will deliver to each Participating Political Subdivision a Daily Early Voting Roster by vote center report that includes the entire Early Voting period. Pursuant to the Texas Election Code Section 87.121, the Elections Administrator will deliver these election reports by providing a link to a website posting.

16) **WITHDRAWAL FROM CONTRACT**

a) No deposits will be refunded if a Participating Political Subdivision withdraws after the deadline to withdraw from this Election Services Contract has passed.

b) In order to withdraw from this Election Services Contract, a Participating Political Subdivision must deliver to the Elections Administrator any certifications and declarations that are required under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code.

c) The Elections Administrator will bill any Participating Political Subdivision that withdraws from this Election Services Contract for any expenses incurred prior to the Elections Administrator receiving copies of the certifications and declarations that are required under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code.

d) Within ten (10) business days after receiving a withdrawal from the Joint Election in accordance with this Election Services Contract, the Elections Administrator will amend the attachments to this Election Services Contract as appropriate and provide updated copies of the amended attachments to all remaining Participating Political Subdivisions.

e) The general supervisory fee authorized by Section 31.100 of the Texas Election Code will not be refunded.

17) **AUDITING AND PROHIBITION ON WITHHOLDING OF DEPOSITS**

a) The Dallas County Auditor will conduct a review of the deposits and expenditures related to this Election Services Contract before the Final Bill or Refund is submitted to the Participating Political Subdivisions. Refunds will be submitted as soon as practicable.

b) The Participating Political Subdivisions may request a financial audit of the Final Bill or Refund or dispute the Final Bill or Refund under this Section, if: 1) the Final Bill exceeds ten percent (10%) of the amount of the Participating Political Subdivision's initial deposit as required in "Attachment A" to this Election Services Contract; or 2) the accounting accompanying the Refund is ten percent (10%) less than the amount the Participating Political Subdivision determines, should be refunded, after its good faith

review. The request for a financial audit or dispute must be done in accordance with Section 17 (d) below.

c) Should the events in Section 17 (b) occur, in lieu of an audit or dispute, the Participating Political Subdivision may make a request that the Elections Administrator ask the Dallas County Auditor to review the cost allocation methodology for the Participating Political Subdivision's Final Bill or Refund ("Review Request"). Participating Political Subdivisions must submit a Review Request to the Elections Administrator within five (5) business days of receipt of the Final Bill or the Refund, whichever is later. The Review Request must set forth, in detail, the basis for any challenge to the Final Bill or Refund. Corrections to the Participating Political Subdivision's Final Bill or the Refund, based on a Review Request, will be determined at the sole discretion of the Elections Administrator. A Review Request does not extend the timeframe in Section 17(d).

d) Should the circumstances giving rise to an audit or dispute in Section 17 (b) occur, the Participating Political Subdivision may send a formal written notice of dispute of the Final Bill or Refund ("Dispute Notice") to the Elections Administrator. This Dispute Notice must be received by the Elections Administrator no later than thirty (30) calendar days from the date the Participating Political Subdivision receives the Final Bill or Refund. This Dispute Notice must provide: 1) an itemization of the disputed charge(s) by the Participating Political Subdivision; 2) the basis for the dispute; 3) the methodology showing how the Participating Political Subdivision arrived at the amount disputed; and 4) documentation in support thereof. The Participating Political Subdivision will have no right to withhold any undisputed amounts set forth in this Election Services Contract or reflected in the Final Bill. Payment of undisputed amounts in the Final Bill must be made by the Participating Political Subdivision as set forth in Section 10(e) of this Election Services Contract.

e) Failure of the Participating Political Subdivision to submit a timely Dispute Notice, as set forth in Section 17(d), shall waive any and all disputes, claims, or challenges to the Final Bill or Refund by the Participating Political Subdivision. The entire amount of the Participating Political Subdivision's Final Bill shall be due immediately; or any estimated refund amounts will become final.

f) If the Participating Political Subdivision files a timely Dispute Notice in compliance with Section 17(d), the Participating Political Subdivision will have the right to conduct a good faith financial audit ("Financial Audit") for the deposits and expenditures related to this Elections Services Contract. In conducting the Financial Audit, the Participating Political Subdivision will have no greater right to demand access to or copies of the County's governmental or election records than those rights specified in the Texas Election Code and the Texas Public Information Act. The cost of any Financial Audit conducted by the Participating Political Subdivision shall be borne by the requesting Participating Political Subdivision and may not be paid for with funds deposited with the Dallas County Elections Department under this Election Services Contract. Further, the Participating Political Subdivision conducting the Financial Audit shall pay the Elections Administrator the reasonable costs for time expended and copies provided in order to perform the

Financial Audit. If the Financial Audit identifies overcharges by the Elections Administrator of more than ten percent (10%) of the initial deposit amount required by "Attachment A", the Elections Administrator will review and assess the findings of the Financial Audit and will negotiate, in good faith, to resolve any disputes for overcharges with the Participating Political Subdivision. The Elections Administrator shall not be bound by the findings or recommendations of the Participating Political Subdivision's Financial Audit. The financial records will be retained at the County Election Administrator's office until the conclusion of the Financial Audit and resolution of all outstanding audit disputes.

g) In the event the representatives of the Participating Political Subdivision and the Elections Administrator cannot agree on the amount of the disputed Final Bill as set forth in this Section, then the Parties may agree to submit to non-binding mediation. If mediation is acceptable to both parties to resolve a dispute concerning the disputed Final Bill, the Parties will agree to use a mutually agreed-upon mediator. Unless the Parties come to a written agreement at mediation, the mediation will not constitute a final and binding resolution of the dispute.

h) The Participating Political Subdivision acknowledges that the practical effect of the Participating Political Subdivision withholding undisputed funds that are required under this Election Services Contract would result in breach of this Elections Services Contract and the other Participating Political Subdivisions' taxpayers subsidizing the withholding Participating Political Subdivision's election expenses.

18) **NOTICE**

Any addendum to, change/modification of, clarification of, and/or withdrawal from this contract requires written notice to and written approval by Dallas County Elections Administrator. Whenever this Election Services Contract requires any consent, approval, notice, request, or demand, it must be in writing to be effective and must be delivered to the Party intended to receive it as shown below:

Address for notice to the Elections Administrator:
Heider Garcia
Dallas County Elections Administrator
1520 Round Table Drive
Dallas, Texas 75247
(214) 819-6334 telephone
(214) 819-6301 facsimile

and, to the physical addresses and facsimile numbers for notice to the Participating Political Subdivisions are in "Attachment H" to this Election Services Contract. Any written notice required under this Contract shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses

set forth above, or at such other addresses as shall be specified by written notice delivered in accordance this notice section.

19) **LIABILITY FOR NEGLIGENCE**

ALL PARTIES TO THIS ELECTION SERVICES CONTRACT AGREE TO BE RESPONSIBLE, IN ACCORDANCE WITH APPLICABLE STATE OR FEDERAL LAW, EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS ELECTION SERVICES CONTRACT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, STATUTORY IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. ALL PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS ELECTION SERVICES CONTRACT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS WILL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS, BUT ONLY TO THE EXTENT SUCH LAWS ARE APPLICABLE TO THE PARTY.

TO THE EXTENT PERMITTED BY LAW, IF LEGAL ACTION IS FILED AGAINST A PARTY TO THIS ELECTION SERVICES CONTRACT, THAT PARTY SHALL BE SOLELY RESPONSIBLE FOR THEIR OWN RESPECTIVE COSTS AND DEFENSE OF THAT SUIT.

20) **CHOICE OF LAW**

This Election Services Contract will be governed and interpreted by the laws of the State of Texas.

21) **VENUE AND JURISDICTION**

The courts of the State of Texas and the United States of America that are physically located in Dallas, Dallas County, Texas are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this Election Services Contract.

22) **SEVERABILITY**

If any term of this Election Services Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms of this Election Services Contract will remain in full force and effect and will in no way be affected, impaired, or invalidated.

23) **ENTIRE CONTRACT**

This Election Services Contract, including any exhibits or attachments, contains the entire agreement between the Elections Administrator and the Participating Political Subdivisions concerning the duties required by this Election Services Contract. The Elections Administrator of Dallas County, Texas and each Participating Political

Subdivision hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this Election Services Contract concerning any of the terms in this Election Services Contract. Except otherwise specified in this Election Services Contract, no modification, amendment, novation, renewal, or other alteration of this Election Services Contract shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.

24) **PLURALITY, GENDER, AND HEADINGS**

In this Election Services Contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other gender. Headings in this Election Services Contract are terms of inclusion, not exclusion.

25) RELATIONSHIP OF PARTIES

The Participating Political Subdivisions, including their agents, or employees, are not an agent, servant, joint enterpriser, joint venturer, or employee of the County Elections Administrator, the County, or DCED, and are responsible for their own acts, forbearance, negligence and deeds, and for those of their agents, or employees in conjunction with the performance of services covered under this Election Services Contract. The Participating Political Subdivisions represent that they have, or will secure at their own expense, all personnel and consultants required in performing the duties directly administered by the Participating Political Subdivision. Such personnel and consultants shall not be employees of or have any contractual relationship with the County, the County Elections Administrator, or DCED.

26) FORCE MAJEURE

No Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, pandemic, epidemic, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any Party delayed by force majeure shall as soon as reasonably possible give the other Party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other Parties written notice thereof and shall resume performance under this Election Services Contract as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

27) DEFAULT/CUMULATIVE RIGHTS/MITIGATION.

It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Election Services Contract are cumulative, and no Party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. All Parties

have a duty to mitigate damages.

28) CONTRA PROFERENTEM

The legal doctrine of contra proferentem will not apply to this Election Services Contract. Consequently, any ambiguity that may exist in this Election Services Contract will not be construed against the Party who drafted this Election Services Contract.

29) ORDER OF PRECEDENCE

Any inconsistencies in this Election Services Contract will be resolved by reviewing and considering this Election Services Contract and Attachments A through H to this Election Services Contract together in context with each other.

30) SIGNATORY WARRANTY

Dallas County and the Elections Administrator of Dallas County, Texas and all of the contracting authorities of all of the Participating Political Subdivisions listed in "Attachment F" of this Election Services Contract represent that each has the full right, power and authority to enter into and perform this Election Services Contract in accordance with all of its terms and conditions, and that the execution and delivery of this Election Services Contract has been made by authorized representatives of the Participating Political Subdivisions to validly and legally bind the Participating Political Subdivisions to all terms, performances, and provisions set forth in this Election Services Contract.

31) COUNTERPARTS.

This Election Services Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Contract. The Parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the Party whose name is contained therein. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[Signatures on following page]

WITNESS HEREOF, the parties hereto have executed in triplicate originals this Election Services Contract on this _____ day of _____ 2024. (“Effective Date”)

RECOMMENDED AND APPROVED:

_____
HEIDER GARCIA
COUNTY ELECTIONS ADMINISTRATOR
DALLAS COUNTY, TEXAS

APPROVED AS TO FORM*

_____
JAMES R. PALOMO
ASSISTANT DISTRICT ATTORNEY,
DISTRICT ATTORNEY
DALLAS COUNTY CRIMINAL ATTORNEY’S OFFICE, CIVIL DIVISION

*By law, the Criminal District Attorney’s Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

ACCEPTED TO AND AGREED TO BY THE _____:

APPROVED

_____
~~[INSERT NAME AND POSITION]~~DOUGLAS FINCH
CITY MANAGER,
CITY OF DUNCANVILLE

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Consider a Resolution approving a five (5) year annual contract renewal with Mcci, LLC for Laserfiche Cloud Solution for a records management repository, training center, and support services in an amount not to exceed $156,000 over five years.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:
Consider a Resolution approving a five (5) year annual contract renewal with Mcci, LLC for Laserfiche Cloud Solution for a records management repository, training center, and support services in an amount not to exceed $156,000 over five years.

POLICY EXPLANATION:
Laserfiche is a cloud-based records management repository and training tool that has been used by the city since 2020. This would be a renewal of the current contract for additional annual terms.

FUNDING SOURCE:

ORG and Object Number
01011200-700450

Available Budget	**Purchase Amount**	**After Encumber**
89,387.00	25,546.00	63,841.00

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Resolution No. - 2024-222 - Laerfiche contract renewal
MSA 19722 - City of Duncanville (FINAL)
City of Duncanville - 30658 - LFCloudProRenewalEstimate (FINAL)

RESOLUTION NO. 2024-222

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A FIVE (5) YEAR ANNUAL CONTRACT RENEWAL WITH MCCI, LLC FOR LASERFICHE CLOUD SOLUTION FOR A RECORDS MANAGEMENT REPOSITORY, TRAINING CENTER, AND SUPPORT SERVICES WITH A TOTAL AMOUNT NOT TO EXCEED $156,000.00 OVER FIVE YEARS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary for the City to continue with best practices through Mcci, LLC for Laserfiche Cloud Solution that align with Texas laws; and

WHEREAS, in FY24 the City will execute a new contract with Mcci, LLC for Laserfiche Cloud Solution in the amount of $25,546.00 with a recurring subscription cost of $25,546.00 to be funded each budgeted fiscal year; and

WHEREAS, Mcci, LLC and Laserfiche are nationally recognized records management and archive storage solution providers specializing in automated storage, forms, training, and support services; and

WHEREAS, the City of Duncanville estimate that its purchases through the contract term will exceed $50,000 and thus purchases through this contract require approval of the City Council; and

WHEREAS, The City desires to renew the contract for annual twelve-month terms until canceled by either party.

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

SECTION 1. The City Council hereby authorizes a contract with Mcci, LLC for a five (5) year annual contract renewal in an amount not to exceed $156,000.00 and authorizes the City Manager to execute the necessary documents related to said expenditures.

SECTION 2. This Resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of March 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

MASTER SERVICES AGREEMENT NO. 19722

This Master Services Agreement No. 19722 (this "**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "MCCi" means the MCCi Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

MCCi and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by MCCi (and as modified in writing by the Parties, each an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the appliable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional compensation by MCCi, until Client and MCCi have both signed such Change Order, or a new Order, as appropriate.

Each MCCi Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party. In no event will a MCCi Affiliate be liable for any of the obligations or liabilities of any other MCCi Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse MCCi for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCi in connection with the Services ("**Order Expenses**"). If relevant, and provided to MCCi, MCCi will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding MCCi's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse MCCi for the full amount of expenses invoiced. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after MCCi has made the applicable arrangements; or (ii) If Client is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If MCCi is reselling a license and/or subscription of a third-party product to Client, then MCCi will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 15 days of the date of the notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

3. Invoicing and Payment

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

To the extent that Client is not exempt and/or has not communicated its tax status to MCCi, Client further agrees to pay

amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages (**"Recurring Services"**) will automatically renew unless Client has

(a) terminated the Agreement and/or applicable Order, per Section 4;
(b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
(c) not paid in full the renewal invoice by the renewal service period start date, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees)

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

(a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
(b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event"),** unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
(d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to MCCi at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of MCCi's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, MCCi will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, MCCi will recommence invoicing per the applicable Order.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition, or correction of any hardware or software problems that would affect the performance of Services and/or delivery of a Deliverable; and (iv) any other items set forth in the applicable Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

6. MCCi Personnel

Neither MCCi nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by applicable state, federal, and local laws.

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees "**Personnel**"). MCCi remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, products software, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within

the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to MCCi. Should MCCi, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same Personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that MCCi, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only to (i) MCCi Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCi shall have no duty to notify Client of such compliance with law. MCCi takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCi shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) General Representation and Warranty.

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for MCCi to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi.

(b) Services Warranty.

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the subject matter for the Order, in a professional, competent, and workman-like manner.

MCCi's delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the applicable Order, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCI DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT MCCI SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION 11. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN AN ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR MCCI, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALLY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND MCCI'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING MCCI WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH MCCI IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING MCCI TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN MCCI. MCCI ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND MCCi HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCI DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other services performed by MCCi relating to such claim on a time and materials basis at MCCi's then-standard rates.

(c) General Warranty.

MCCi shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) MCCi also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

(a) Indemnification.

MCCi shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") to the extent caused by MCCi, for bodily injury or tangible property damage arising out of MCCi's performance within the scope of its responsibilities under this Agreement or by a third alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than MCCi, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option, and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Indemnification Procedure.

Client shall give MCCi (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that MCCi may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at MCCi's cost, all reasonable assistance.

(c) Limitation of Liability.

Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO MCCI BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 12. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and $1,000,000 employers' liability
- Comprehensive General Liability: $2,000,000 per occurrence and $4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: $1,000,000 per occurrence and $3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: $3,000,000 in the aggregate

MCCi, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. MCCi represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to MCCi	If to Client:
MCCi, LLC	City of Duncanville
3717 Apalachee Parkway	PO BOX 380280
Suite 201	Duncanville, TX 75138
Tallahassee, FL 32311	Attn: Douglas Finch
Attn: Legal Department	Email:
Email: legal@mccinnovations.com	chiquita.taylor@duncanvilletx.gov

15. Miscellaneous

(a) Third-Party EULA Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements (**"EULA"**), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi and MCCi shall not be responsible for such products except related services provided directly by MCCi

(b) Use of Open-Source Code.

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open-source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without MCCi's help. MCCi is not responsible for any damages caused by Client's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

(d) MCCi Software Configuration Services.

Client may elect to contract with MCCi to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCi for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. 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.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, MCCi agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "**Force Majeure**" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(i) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit MCCi's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, MCCi will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be MCCi Confidential Information.

Client shall bear all costs associated with audits.

(j) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or

substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(k) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(l) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(m) Dispute Resolution.

Should a dispute arise between MCCi and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(n) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(o) Publicity.

MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(p) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(q) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(r) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(s) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(t) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(u) Limitation Period.

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC	**CITY OF DUNCANVILLE ("Client")**
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO BOX 380280 DUNCANVILLE, TX 75138

BUDGETARY NOTIFICATION

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Client Name: City of Duncanville
Quote Date: February 26, 2024
Client Address: PO Box 380280, Duncanville, TX 75138
Estimate Number: 30658
Support Period: 02/28/2024 - 02/27/2025
Estimate Type: Laserfiche System Support

Product Description:	*Qty.*	*Unit Cost*	*Annual Total*
LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC			
☑ Laserfiche Cloud Professional User Subscription (5-49 Users)	20	$830.00	$16,600.00
☑ Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)	1	Included*	Included*
☑ Laserfiche Cloud Workflow Bots Subscription	1	Included*	Included*
☑ Laserfiche Cloud Direct Share, Up to 200MB	1	Included*	Included*
☑ Laserfiche Cloud Starter Audit Trail Subscription	1	Included*	Included*
☑ LF Cloud Add'l Public Portal (Block of 10k Views/Mo.)	1	$4,200.00	$4,200.00
☑ LF Cloud Forms Portal Subscription (1k Submissions/Mo.)	1	$1,800.00	$1,800.00
Laserfiche Annual Recurring Subscription Subtotal			***$22,600.00***
MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION			
☑ Managed Support Services	1	$1,386.00	$1,386.00
Client needs are estimated based on the current components provided herein: up to 10 hours that will expire at the end of your renewal term.			
☑ Training Center for Laserfiche (1-49 Users), Per User	20	$78.00	$1,560.00
MCCi Supplemental Support Services Annual Recurring Subscription Subtotal			***$2,946.00***
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION			***$25,546.00***
TOTAL SUPPORT COST			***$25,546.00***

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Consider a Resolution approving a renewal contract for the City of Duncanville's mass emergency notification system from Everbridge, Inc., through GSA contract GS-35F-0692P in an expenditure amount not-to-exceed $65,034.75.

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:
Sam Rohde, Fire Chief

BACKGROUND/HISTORY:

In February 2015, the City of Duncanville upgraded its emergency mass notification alert system by working with Everbridge, Inc., the worldwide leader in unified critical communications, to keep residents, staff and emergency personnel safe and informed with quick and reliable emergency notifications and public service announcements.

The City of Duncanville uses the Everbridge emergency notification system to alert residents about a variety of events, ranging from severe weather, fires, floods and other emergencies, to more routine announcements, such as road closures, water utility maintenance, and priority notifications during city events. Messages are sent to residents on their preferred contact paths—cell phone, text, home phone, and email to ensure real-time access to potentially lifesaving information.

Residents listed in the Duncanville 911 database, are automatically subscribed to alerts by phone, however Everbridge allows citizens to self-register, provide additional contact information, or opt out.

To date, the City of Duncanville has a total of 18,425 subscribers which is broken down by the following groups:

- 9-1-1 data: 7,672
- White Pages: 6,501
- Yellow Pages: 1.430
- Self-Registration: 2,093
- Manual Reg.: 445
- Boss Camp: 203
- Regional EOC: 55
- STEAR: 26

From 2015 to current, there've been 193 subscribers who have chosen to "opt-out" of the Everbridge system.

The City of Duncanville has very strict policy as to when and what a notification can be used for. There are two types of notifications, emergency notifications (life-threatening incidents) and non-emergency notifications. Both types of notifications require the City Managers approval before being sent, however non-emergency notifications also go through the city's Public Information Officer.

When sending out an emergency notification (ie. Tornado, missing child, explosion, etc.), the notification is sent to all contact groups listed above, as Emergency notifications are the only time 9-1-1 data can be used.

When non-emergency notifications are sent out, (ie. Mosquito spraying, STEAR wellness check in alert, road closure, etc.), they are sent to the self-registration group and the manual-registration Group, as subscribers for both groups were able to "opt-in" to the types of notifications they wish to receive (Weather, Public Safety updates, Public Meetings, etc.). Typically, the non-emergency notifications are only sent to subscribers in the area that is impacted (ie. Mosquito spraying in certain areas).

The Everbridge system also sends out weather alerts to subscribers who elect to receive weather alerts. Once again, self-registered subscribers and manual-registration subscribers receive these alerts.

In 2022, the city and/or the system sent out 222 notifications. In FY23, the city and/or the system sent out 470 notifications. The majority of notifications were sent out by the system and were weather related notifications (severe storm watch/warning, hail watch/warning, flood advisory/watch/warning, flash flood watch/warning, red flag warning, etc.), however there were also notifications sent out by EOC staff regarding critical missing person(s), an EOC activation, and emergency weather alerts notifying residents to seek immediate shelter.

The City also uses a platform within the Everbridge system called NIXEL for major city events (ie. Juneteenth, 4th of July, Christmas Parade, etc.). It allows event attendees to receive notifications about the event (ie. Fireworks delayed until 9:30p due to weather) and/or emergency notifications (ie. Missing child, emergency exit, etc.). Attendees are able to subscribe to receive event notifications by texting a code and/or scanning a QR code.

POLICY EXPLANATION:
In 2015, when Everbridge was implemented, our annual cost was $15,045.00. FY16-FY19, our annual subscription cost was $14,540.82, and in FY20-FY21, our annual subscription rate increased to $15,267.86. From FY22 to current, our annual subscription fee dropped to $13,006.95.

The renewal of the City of Duncanville's mass emergency notification from Everbridge, Inc., is available through the GSA contract **GS-35F-0692P** for an initial term that expires July 18,2024 with optional one-year renewals (see Exhibit A).

Authorization of the renewal contract would allow the City of Duncanville to contract services for a five-year term through February 12, 2029 with an expenditure amount not-to-exceed $63,034.75 through the term of the Contract periods (FY24 - $13,006.95; FY25 - $13,006.95; FY26 - $13,006.95; FY27 - $13,006.95; FY28 - $13,006.95).

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 amounts listed below are for FY24, as FY25 - FY28 budgets have not been approved yet.

FUNDING SOURCE:

ORG and Object Number
01077000-700450 (FIRE ADMINISTRATION - SERVICE CONTRACTS) FY24 - $13,006.95; FY25 - $13,006.95; FY26 - $13,006.95; FY27 - $13,006.95; FY28 - $13,006.95

Available Budget	**Purchase Amount**	**After Encumber**
$16,600.00 (FY24)	$13,006.95 (FY24)	$3,593.05 (FY24)

ACTION ALTERNATIVES:
1. Approve a renewal contract for the City of Duncanville's mass emergency notification system from Everbridge, Inc., through GSA contract pricing in an expenditure amount not-to-exceed $65,034.75.
2. Do not approve a renewal contract for the City of Duncanville's mass emergency notification system from Everbridge, Inc., through GSA contract pricing in an expenditure amount not-to-exceed $65,034.75.
3. Other actions as directed by Council.

ATTACHMENTS:
Everbridge Agreement - Fire Dept_Duncanville 2024_FINAL_EB Signed
Resolution No. - 2023-183 - Contract with Everbridge for Mass Emergency Notifications - Pdf

everbridge
155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Phone: +1-818-230-9700
Fax: +1-818-230-9505
everbridge.com

Prepared for:
Lauren Sanchez
City of Duncanville, TX
1530 S. Main St.
Duncanville TX 75116
United States
Ph: 830-832-2562
Fax: +1.972.780.5077
Email: lauren.sanchez@duncanvilletx.gov

Quotation

Quote #: Q-144194
Date: 11/13/2023
Expires On: 3/20/2024
Confidential

Salesperson: Gina Brambila
Phone:
Email: gina.brambila@everbridge.com

Contract Summary Information:	
Contract Period:	12 Months
Contract Start Date:	2/12/2024
Contract End Date:	2/11/2025

QTY	Product Code	Description	GSA Classification	Price
39,415	101-11-11-0255-000	Mass Notification Pro - MN Bundle SLG 2	GSA Product	USD 13,006.95

Pricing Summary:

Year One Fees:	USD 13,006.95
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	**USD 13,006.95**

Messaging Credits Summary:

	Initial Credits Allowance	Additional Credits Purchased	Total Credits
Year 1	2,000,000	0	2,000,000

Terms & Conditions

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of GSA Contract No. GS-35F-0692P and the GSA Approved End User License Agreement ("EULA"), the latter of which is attached hereto and incorporated by reference.
3. Subject to sales taxes where applicable.
4. The supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override GSA Contract No. GS-35F-0692P, or the EULA.

Please, Sign, Date and Return:

Signature: Phillip E. Huff **Date:** 2/9/2024

Name (Print): Phillip E. Huff **Title:** Chief Accounting Officer

Please, Sign, Date and Return:

Signature: **Date:**

Name (Print): **Title:**

Everbridge, Inc.
55 North lake Avenue, Suite 900
Pasedena,CA 91101
(818) 230-9700
THANK YOU FOR YOUR BUSINESS!

everbridge®

Everbridge, Inc.
GSA Approved End User License Agreement

This End User License Agreement (**"Agreement"**) is entered into by and between Everbridge, Inc. (**"Everbridge"**) and an Ordering Activity, an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H, as may be revised from time to time (**"Customer"**), effective on the date of signature by an authorized signatory on the Quote or other ordering document (**"Effective Date"**). Everbridge and Customer are each hereinafter sometimes referred to as a **"Party"** and collectively, the **"Parties."**

1. SERVICE.

1.1 Orders. Everbridge shall provide Customer access to its proprietary interactive communication solutions (the "**Solutions**") subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the "Quote"). If applicable, Everbridge shall provide the training and professional services set forth in the Quote. Collectively, the Solutions and professional services are referred to as the "**Services**". Everbridge shall provide Customer with login and password information for each User (as defined below) and will configure the Solution to contact the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Unless otherwise provided in the applicable Quote or documentation, Services are purchased as annual subscriptions.

1.2 Users; Contacts. "**Users**" are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Customer or an Included Department. "**Included Department**" means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Customer. "**Contacts**" are individuals who Customer contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Customer is set forth on the Quote.

2. PAYMENT TERMS. Customer shall pay the fees set forth in the Quote (**"Pricing"**). All pricing must be consistent with the Schedule Price List. If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at rates consistent with the Schedule Price list. .Professional Services must be used within 12 months from date of purchase.

3. RESPONSIBILITIES.

3.1 Users. Customer shall undergo the initial setup and training as set forth in the Implementation – Standard inclusion sheet provided with the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. Customer shall be responsible for: (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Services in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all communications by Users using the Solutions. Customer shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

3.2 Customer Data. "**Customer Data**" is all electronic data transmitted to Everbridge in connection with the use of the Solutions, including data submitted by Contacts. Customer Data provided by Customer shall be true, accurate, current and complete, and shall be in a form and format specified by Everbridge. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. Customer represents that it has the right to authorize and hereby does authorize Everbridge and its "Service Providers" to collect, store and process Customer Data subject to the terms of this Agreement. "**Service Providers**" shall mean communications carriers, data centers, collocation and hosting services providers, and content and data management providers that Everbridge uses in providing the Solutions. Customer shall maintain a copy of all Customer Contact data that it provides to Everbridge. Customer acknowledges that the Solutions are a passive conduit for the transmission of Customer Data and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Customer Data, or for any losses, damages, claims, suits or other actions arising out of or in connection with any Customer Data sent, accessed, posted or otherwise transmitted via the Solutions.

4. TERM. This Agreement will commence on the Effective Date and will continue in full force and effect until all executed Quotes have terminated.

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. [Intentionally Deleted]

5.2 Termination by Everbridge. [Intentionally Deleted]

5.3 Suspension. Everbridge may suspend, with or without notice, the Solution or any portion for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. In the event of a suspension, Everbridge shall use its best efforts to notify Customer through its Customer Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Everbridge hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Solutions subject to the terms and conditions of this Agreement. Upon termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer shall discontinue all further use of the Solutions.

6.2 Restrictions. Customer shall use the Solutions solely for its internal business purposes and shall not make the Solutions available to, or use the Solutions for the benefit of, any third party except as expressly contemplated by this Agreement.

Customer shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Everbridge in connection with delivery of the Solutions (the **"Software"**) or create derivative works based on the Software, the Solutions or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any Everbridge Confidential Information to create a product that competes with the Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Solutions; (v) create internet "links" to or from the Solutions, or "frame" or "mirror" any content forming part of the Solutions, other than on Customer's own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solutions; (vii) use the Solutions in violation of any applicable law or regulation; or (viii) access the Solutions for purposes of monitoring Solutions availability, performance or functionality, or for any other benchmarking or competitive purposes.

6.3 Reservation of Rights. Other than as expressly set forth in this Agreement, Everbridge grants to Customer no license or other rights in or to the Solutions, the Software or any other proprietary technology, material or information made available to Customer through the Solutions or otherwise in connection with this Agreement (collectively, the "Everbridge **Technology"**), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Solutions, the Software and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights (**"IP Rights"**) therein, as well as (i) all feedback and other information (except for the Customer Data) provided to Everbridge by Users, Customer and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Solutions.

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein,. **"Confidential Information"** means all information of a Party (**"Disclosing Party"**) disclosed to the other Party (**"Receiving Party"**), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, any personally identifiable Customer Data, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent, unless (but only to the extent) otherwise required by a governmental authority. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party except: (i) to the personnel of the Receiving Party or its parent, subsidiary or affiliate organizations having a need to know; or (ii) to the personnel of the Receiving Party's consultants and service providers having a need to know, and only then if such consultants and service providers are bound by confidentiality and non-disclosure commitments substantially similar to those contained herein. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall use commercially reasonable efforts to provide the Services herein contemplated. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards.

8.2 Disclaimer. NEITHER EVERBRIDGE NOR ITS LICENSORS WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

8.3 Customer Representations and Warranties. Customer represents and warrants that during use of the Solutions, Customer shall (i) clearly and conspicuously notify Contacts of the way in which their personal information shall be used, and (ii) have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, **"First Responders"**). Customer acknowledges and agrees that Everbridge is not a First Responder, and that the Solutions does not serve as a substitute for Customer's own emergency response plan, which in the event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the Solutions. Customer represents and warrants that all notifications sent through the Solutions shall be sent by authorized Users, and that the collection, storage and processing of Customer Data, and the use of the Solutions, as provided in this Agreement, will at all times comply with (x) Customer's own policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to processing, storage, use, disclosure, security, protection and handling of Customer Data.

9. INDEMNIFICATION.

9.1 By Customer. [Intentionally Deleted]

9.2 By Everbridge. Everbridge shall indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Solution directly infringes an issued patent or other IP Right in a

country in which the Solution is provided to Customer. In the event Everbridge believes any Everbridge Technology is, or is likely to be the subject of an infringement claim, Everbridge shall have the option, at its own expense, to: (i) to procure for Customer the right to continue using the Solution; (ii) replace same with a non-infringing service; (iii) modify such Solution so that it becomes non-infringing; or (iv) refund any fees paid to Everbridge and terminate this Agreement without further liability. Everbridge shall have no liability for any Claim arising out of (w) Customer Data or other Customer supplied content, (x) use of the Solution in combination with other products, equipment, software or data not supplied by Everbridge, (y) any use, reproduction, or distribution of any release of the Solution other than the most current release made available to Customer, or (z) any modification of the Solution by any person other than Everbridge.

9.3 Indemnification Process. Customer shall (a) promptly give notice of the Claim to Everbridge once the Claim is known; (b) cooperate with Everbridge's efforts to defend and settle the Claim; and (c) provide Everbridge with all available information and reasonable assistance in connection with the defense of the Claim.

10. LIMITATION OF LIABILITY. Except for breaches of Section 6, neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. Customer understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the schedule contract (i.e. Price Reductions, Patent Indemnification, Liability for Injury or Damage, Price Adjustment, Failure to Provide Accurate Information).

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. See GSA Schedule 70 contract and individual ordering document.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

11.4 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

11.5 Governing Law. This Agreement shall be governed and construed in accordance with the federal laws of the United States of America.

11.6 Notices. Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 2 business days after mailing) to the other party at the address set forth below. Either Party may change its address by giving notice as provided herein. Invoices shall be sent to the Customer's contact and address following Customer's signature below.

11.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.8 Entire Agreement. [Intentionally Deleted]

11.9 Marketing. Everbridge shall obtain Customer's express written consent in order to reference Customer's name and logo as an Everbridge customer in Everbridge publications, its website, and other marketing materials.

11.10 Survival. Sections 2, 3.2, 5.2, 6, 7, 9-11 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

11.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

11.12 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

11.13 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described in *the* Customer's *Quote.*

If Client Is Ordering Nixle® Branded Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations.

If Client Is Ordering Everbridge Branded Products:

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. **"Data Feed"** means data content licensed or provided by third parties to Everbridge and supplied to Customer in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).

2. **Incident Management/IT Alerting.** For Customers purchasing the Incident Management or IT Alerting Solution, unless designated as unlimited: (a) Customers may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Customer shall be provided the number of incident templates purchased pursuant to the Quote. **"Incident Administrator"** means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Solution. **"Incident Operator"** means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Solution.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the purchase of IPAWS-CMAS/WEA services on the Quote.

1 IPAWS Authorization: Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it.

1. Credentials: Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.

2. Messaging: Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.

3. Term: Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate.

TEXAS ADDENDUM TO AGREEMENTS
CONTRACT NUMBER 3220138
EVERBRIDGE, INC. – Mass Notification Agreement

This addendum to the **GSA-APPROVED END USER LICENSE AGREEMENT** ("EULA") is made and entered into on **November 21, 2023,** by and between **Everbridge, Inc.** hereinafter referred to as "CONTRACTOR", with offices located at 155 North Lake Avenue, Suite 900, Pasadena, California 91101 and is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY", with offices located at 203 East Wheatland, Duncanville, Texas 75116, to be effective upon approval of the Duncanville City Council and subsequent execution of this Contract by the Duncanville City Manager or the duly authorized designee.

This Addendum adds to and modifies the GSA-Approved End User License Agreement ("**EULA**") dated **February 12, 2024** made and entered into by the parties. The following terms and conditions are added to the EULA, and should a conflict arise between any of the contract documents, the terms and conditions of the addendum shall take precedence over any and all contract documents to the extent of such conflict exist. All other provisions of the EULA remain in full force and effect, other than any provision added or modified by addendum.

1. Invoices

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

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

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

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

2. Payment

A. .

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

payment have been resolved.

3. Insurance

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

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

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

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

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

4. Jurisdiction, Venue, Applicable Laws

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Contract. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and

secure injunctive relief from any competent authority as contemplated herein.

5. Business Prohibitions and Requirements

A. Prohibition on Contracts with Companies Boycott of Israel

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

B. Transactions with an Abortion Provider or Affiliate

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

C. Prohibition against doing business with Foreign Terrorist Organizations

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

D. Discrimination Against Firearm & Ammunition Industries

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

E. Boycotting of Energy Companies

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

Government Code Chapter 80.

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

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

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

6. Funding and Non-Appropriation Clause

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

The CITY shall provide the CONTRACTOR a sixty (60) prior written notice of the failure of the CITY to make an adequate Appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any Appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

7. Right to Inspect/Audit Records

CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving the financial transactions relating to this contract. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. All document requests shall be provided electronically. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration

of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors or subcontractors involving transactions to the subcontract and further, that CITY shall have access during normal working shall give the subcontractor's or subcontractors reasonable advance notice of intended audits no less than 3 business days.

8. Force Majeure

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

This addendum to the EULA may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Agreement. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes. IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

CITY OF DUNCANVILLE, TEXAS	**EVERBRIDGE, LLC**
	Phillip E. Huff
Authorized Signature	**Authorized Signature**
	Phillip E. Huff
Name: Doug Finch **Title: City Manager**	**Name:** **Title:** Chief Accounting Officer
Date	**Date**
972-780-5058	818-230-9700
Phone Number	**Phone Number**
purchasing@duncanvilletx.gov	final.documents@everbridge.com
Email Address	**Email Address**
	2023-1100455
	TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

everbridge
Legal Approved
By Suzanne Goldberg
5:41 pm, Feb 08, 2024

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

Everbridge, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☑ **I have no Conflict of Interest to disclose.**

5

Signature of vendor doing business with the governmental entity

12/04/2023

Date

City of Duncanville, Texas
Texas House Bill 89 Verification Statement

I, Phillip E. Huff (Person name), the undersigned representative of (name of company Everbridge, Inc. (hereafter referred to as company) do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

12/04/2023
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1100455

Date Filed:
12/04/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Everbridge, INc.
Pasadena, CA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Duncanville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Everbridge Quote 152954
mass notification renewal for 2024

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
None			

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Phillip E. Huff, and my date of birth is 07/10/1965.

My address is 155 North Lake Ave, Ste 900 (street), Pasadena (city), CA (state), 91101 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Los Angeles County, State of CA, on the 4 day of December (month), 20 23 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V3.5.1.0f381ab6

RESOLUTION NO. 2023-183

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE RENEWAL CONTRACT OF THE CITY OF DUNCANVILLE'S MASS EMERGENCY NOTIFICATION SYSTEM FROM EVERBRIDGE, THROUGH GSA CONTRACT GS-35F-0692P IN AN EXPENDITURE AMOUNT NOT-TO-EXCEED $65,034.75; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide mass emergency and public service notifications to the residents and businesses of Duncanville; and

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

WHEREAS, the GSA has taken competitive sealed bids and awarded a contract for mass emergency notification systems to Everbridge; 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 does hereby authorize the renewal of GSA contract GS-35F-0692 for a five-year term for the price attached hereto and incorporated herein as Exhibit A with a full contract term expenditure not-to-exceed $65,035.75 (FY24 - $13,006.95; FY25 - $13,006.95; FY26 - $13,006.95; FY27 - $13,006.95; FY28 - $13,006.95); and

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

SECTION 3. The City Council of the City of Duncanville has budgeted funds available in available account 01077000-700450 for mass emergency notification system; and

SECTION 4. That Everbridge recognizes that the continuation of any contract after the close of, or during, any given fiscal year of the City of Duncanville, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Duncanville providing for or covering such contract item as an expenditure

therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to date shall be paid; and

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of March, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Consider a Resolution authorizing a contract for grounds maintenance equipment, parts, and supplies with Pioneer Manufacturing Company through BuyBoard Contract #706-23 in the amount not to exceed $80,000.00 over the 5-year period.

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
Bart Stevenson, Director of Parks and Recreation
Elton Brock, Chief Procurement Officer

BACKGROUND/HISTORY:

Pioneer Manufacturing Company is a trusted supplier of outdoor athletic maintenance supplies and equipment for the City of Duncanville. Their local presence, just minutes from our athletic facilities, ensures quick access to essential supplies. With a wide range of products, including turf care equipment and safety materials, they serve as a one-stop shop for all our needs. By partnering with Pioneer Manufacturing Company, we ensure the high-quality upkeep of our outdoor athletic facilities. This enhances the experience for our residents and athletes and contributes to our community's overall well-being and sustainability. Their expertise and unwavering support are crucial in maintaining safe and well-kept facilities and meeting the high standards our community deserves.

The ground maintenance equipment, parts, and supplies are available from Pioneer Manufacturing Company through BuyBoard Contract #706-23. This authorization period is through May 31, 2024, for an estimated expenditure amount of $12,000.00. The contract will allow the encumbrances of $17,000.00 a year for the remainder of the 5-year period, not to exceed $80,000.00 over the life of the contract.

POLICY EXPLANATION:

The contract will allow the encumbrances of $12,000.00 in FY 2024, and $17,000.00 a year for the remainder of the 5-year period, not to exceed $80,000.00 over the life of the contract.

FY 2024 - $12,000.00
FY 2025 - $17,000.00
FY 2026 - $17,000.00
FY 2027 - $17,000.00
FY 2028 - $17,000.00

The Funding and Non-Appropriation Clause is addressed in the resolution as this is a cooperative agreement.

FUNDING SOURCE:

ORG and Object Number
01044300-700223 – Athletic Programming Rec Supplies

Available Budget	**Purchase Amount**	**After Encumber**
$16,151.05	$12,000.00	$4,151.05

ACTION ALTERNATIVES:

1. Approved funding in the amount of $12,000.00 for grounds maintenance equipment, parts, and supplies with Pioneer Manufacturing Company through BuyBoard Contract #706-23.
2. Do not approve funding for grounds maintenance equipment, parts, and supplies with Pioneer Manufacturing Company through BuyBoard Contract #706-23.
3. Other actions as directed by Council.

ATTACHMENTS:
BuyBoard No. 706-23 - Pioneer Manufacturing Company
Resolution No. - 2024-220 - Pioneer Manufacturing Company - Pdf

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

April 17, 2023

Sent Via Email: dford@pioneerathletics.com

Daniel Ford
Pioneer Manufacturing Company
4529 Industrial Parkway
Cleveland, OH 44135

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 706-23, Grounds Maintenance Equipment, Parts, and Supplies

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2023, through May 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 706-23 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at 800-695-2919.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

April 17, 2023

Sent Via Email: dford@pioneerathletics.com

Daniel Ford
Pioneer Manufacturing Company
4529 Industrial Parkway
Cleveland, OH 44135

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 706-23, Grounds Maintenance Equipment, Parts, and Supplies

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2023, through May 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 706-23 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at 800-695-2919.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • buyboard.com

BuyBoard PURCHASING COOPERATIVE

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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Grounds Maintenance Equipment, Parts, and Supplies

Proposal Due Date/Opening Date and Time: February 9, 2023, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 706-23

Contract Term: June 1, 2023, through May 31, 2024, with two possible one-year renewals.

Anticipated Cooperative Board Meeting Date: April 2023

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Pioneer Manufacturing Company	1/17/23
Name of Proposing Company	Date
4529 Industrial Parkway	[signature]
Street Address	Signature of Authorized Company Official
Cleveland, OH 44135	Daniel Ford
City, State, Zip	Printed Name of Authorized Company Official
1-800-877-1500	Bid Coordinator
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
1-800-877-1511	34-0464240
Fax Number of Authorized Company Official	Federal ID Number

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PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

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5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

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

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
☒ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name	Address	
Pioneer Manufacturing Company	4529 Industrial Parkway	
City	**State**	**Zip Code**
Cleveland	OH	44135

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No

B. What is the prescribed amount or percentage? $N/A or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

Initial: DF

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NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: DF

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: DF

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☑ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

Initial: DF

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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. *DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.*

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: DF

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: DF

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B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

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EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** DF

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3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: DF

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6. Right to Inventions Made Under a Contract or Agreement:
If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:
Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:
Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: DF

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10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:
Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

■ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: DF

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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Pioneer Manufacturing Company

Company Name

Signature of Authorized Company Official

Daniel Ford, Bid Coordinator

Printed Name and Title

1/17/25

Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: Pioneer Manufacturing Company

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ■ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Ohio

Federal Employer Identification Number: 34-0464240

(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Pioneer Athletics

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)
PIONEER MANUFACTURING COMPANY INC

Business name/disregarded entity name, if different from above
DBA: PIONEER ATHLETICS DBA: REVERE PRODUCTS

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►

☐ Other (see instructions) ►

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
4529 INDUSTRIAL PARKWAY

Requester's name and address (optional)

City, state, and ZIP code
CLEVELAND, OH 44135

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

Employer identification number
3	4	–	0	4	6	4	2	4	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** ► *Charley Hinkle, Jr* Accounting Associate **Date** ► 1/11/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____. (The period of the 12-month period is _____/_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

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

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

CURRENT BUYBOARD VENDORS

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

Current Discount (%): 0 **Proposed Discount (%):** 0

Explanation: _____

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	Waxahachie ISD,	Greg Reed,	972-741-9837,	greed@wisd.org,	0%,	Athletic Field & facility items
2.	Keller ISD,	Eric Persyn,	817-789-8973,	eric.persyn@kellerisd.net,	0%,	Athletic field & facility items
3.	Tyler ISD,	Greg Priest,	254-709-4634,	greg.priest@tylerisd.org,	0%,	Athletic field and facility items
4.	Allen ISD,	Mack Puterbaugh,	972-533-3549,	william.puterbaugh@allenisd.org,	0%,	athletic field & facility items
5.	Hurst-Euless-Bedford ISD,	Mike Fielder,	817-233-6367,	mikefielder@hebisd.org,	0%,	athletic field and facility items

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

4529 Industrial Parkway
Cleveland, OH 44135
Phone: 800-877-1500
Fax: 800-877-1511
pioneerathletics.com

Pioneer Athletics Company Profile

Pioneer Athletics is the nations leader in manufacturing synthetic and natural turf Athletic Field Marking Paint, Equipment & Supplies. We are also a leader in distributing high quality Grounds Maintenance Equipment and Supplies for synthetic and natural grass & turf. From thousands of customers that include towns, cities and school districts to Division I Universities and Professional sports organizations, Pioneer has the capability to provide products that fit every need with regards to an athletic field or facility.

ingredients matter.

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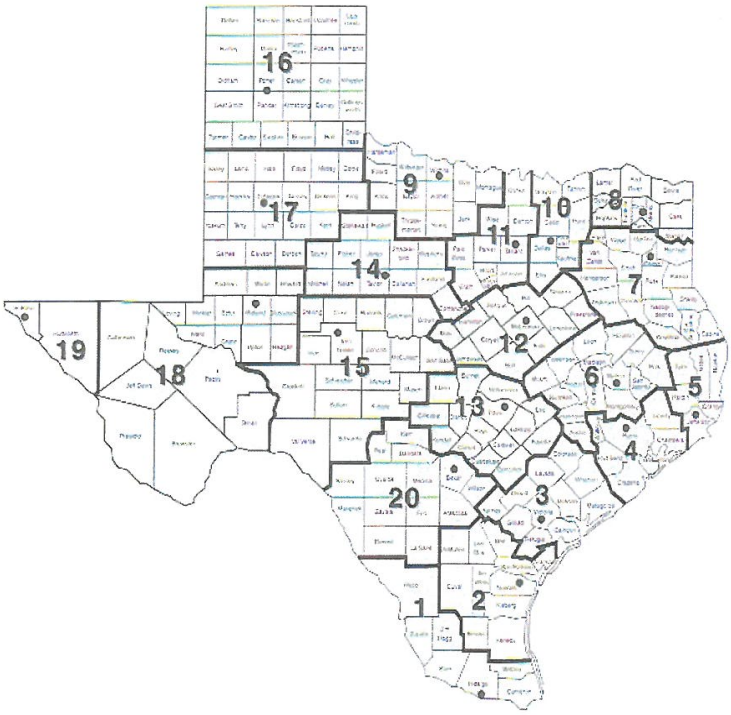
TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- ▪ I will service all states in the United States.
- ▪ I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Pioneer Manufacturing Company
Name of Vendor

Signature of Authorized Company Official

706-23
Proposal Invitation Number

Daniel Ford
Printed Name of Authorized Company Official

1/12/23
Date

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. *If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.*

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)
N/A	N/A	N/A

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

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

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

118 years

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Three field sales reps whose territory cover the state of TX plus a team of in house customer service representatives on call during business hours to manage customer accounts.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

Our marketing strategy will be constant with other BuyBoard contracts we hold.
Field sales reps will utilize e-mail signatures to show the buyboard contracts we hold.
Field sales reps will also utilize word of mouth when visitng with customers on a regular basis.

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4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Very capable. Financial strength - good.
Doug Schattinger - President
Alistair Buchan - Director of Finance

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

N/A

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: N/A

_____

Signature of Vendor Authorized Representative

Printed Name: _____

Title: _____

Date: _____

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☑ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☑ Reviewed/Completed: **Proposal Acknowledgements**
☑ Reviewed/Completed: **Felony Conviction Disclosure**
☑ Reviewed/Completed: **Resident/Nonresident Certification**
☑ Reviewed/Completed: **Debarment Certification**
☑ Reviewed/Completed: **Vendor Employment Certification**
☑ Reviewed/Completed: **No Boycott Verification**
☑ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☑ Reviewed/Completed: **Historically Underutilized Business Certification**
☑ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☑ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☑ Reviewed/Completed: **Deviation and Compliance**
☑ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☑ Reviewed/Completed: **Confidential/Proprietary Information**
☑ Reviewed/Completed: **EDGAR Vendor Certification**
☑ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☑ Reviewed/Completed: **Vendor Business Name**
☑ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system*)
☑ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☑ Reviewed/Completed: **Governmental References**
☑ Reviewed/Completed: **Company Profile**
☑ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system*)
☑ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system*)
☑ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☑ Reviewed/Completed: **Local/Authorized Seller Listings**
☑ Reviewed/Completed: **Manufacturer Dealer Designation**
☑ Reviewed/Completed: **Proposal Invitation Questionnaire**
☐ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☑ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and* **Manufacturer Authorization Letters** *must be submitted with the Proposal or the Proposal will not be considered.*

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PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "**Pre-Owned/Reconditioned/Retired Rental**" equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

1. Discount (%) off catalog/pricelist for **Tractors, Equipment, Supplies, and Accessories** (20 to 200 Engine HP).
2. Discount (%) off catalog/pricelist for **Lawn and Garden Tractors, Equipment, Supplies, and Accessories.**
3. Discount (%) off catalog/pricelist for **Front Mowers, Equipment, Supplies, and Accessories.**
4. Discount (%) off catalog/pricelist for **Wide Area Mowers, Equipment, Supplies, and Accessories.**
5. Discount (%) off catalog/pricelist for **Zero Turn Mowers, Equipment, Supplies, and Accessories.**
6. Discount (%) off catalog/pricelist for **Walk Behind Mowers, Equipment, Supplies, and Accessories.**
7. Discount (%) off catalog/pricelist for **Golf and Turf Carts and Equipment, Supplies, and Accessories** (for uses in fleet, food/beverage, hospitality, maintenance, personal and transport).
8. Discount (%) off catalog/pricelist for **All (Utility) Terrain Vehicles, Equipment, Supplies, and Accessories.**
9. Discount (%) off catalog/pricelist for **Cutters and Shredders, Equipment, Supplies, and Accessories.**
10. Discount (%) off catalog/pricelist for **Sprayers, Supplies, and Accessories.**
11. Discount (%) off catalog/pricelist for **Scrapers, Supplies, and Accessories.**
12. Discount (%) off catalog/pricelist for **Hand-Held Grounds Maintenance Equipment, Supplies, and Accessories.**
13. Discount (%) off catalog/pricelist for **Landscape and Turf Care Attachments.**
14. Discount (%) off catalog/pricelist for **Parking Lot/Sidewalk Sweepers, Supplies, and Accessories.**
15. Discount (%) off catalog/pricelist for **Turf Maintenance Sweepers and Equipment, Supplies, and Accessories.**
16. Discount (%) off catalog/pricelist for **Outdoor Scrubbers, Supplies, and Accessories.**
17. Discount (%) off catalog/pricelist for **Hydroseeding Equipment, Supplies, and Accessories.**
18. Discount (%) off catalog/pricelist for **Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories.**

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19. Discount (%) off catalog/pricelist for **All Other Types of Grounds Maintenance Equipment, Supplies and Accessories.**
20. Discount (%) off catalog/pricelist for **Ground Maintenance Equipment Repair Parts.**
21. Discount (%) off catalog/pricelist for **Ground Maintenance Equipment Service Agreements.**

Section II: Grounds Maintenance Equipment-RENTAL ONLY (Rental Rate Price Sheet must be submitted with Proposal or Proposal will not be considered).

22. Discount (%) off catalog/pricelist for **Rental of All Types of Grounds Maintenance Equipment, Accessories and Attachments.**

Section III: Grounds Maintenance Equipment (Pre-Owned/Reconditioned/Retired Rental)-PURCHASE ONLY (Pre-Owned/Reconditioned/Retired Rental catalog/pricelist must be submitted with Proposal or Proposal will not be considered).

23. Discount (%) off catalog/pricelist for **Pre-Owned/Reconditioned/Retired Rental of All Grounds Maintenance Equipment.**

Section IV: Installation and Repair Service

24. **Hourly Labor Rate for Installation/Repair Service of Grounds Maintenance Equipment and Related Products** - Not to Exceed hourly labor rate for Installation/Repair Service Grounds Maintenance Equipment and Related Products

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 706-23
Grounds Maintenance Equipment, Parts, and Supplies

The following addendum is issued to Proposal Invitation 706-23, Grounds Maintenance Equipment, Parts, and Supplies and shall become a permanent part of the Proposal Invitation document:

PROPOSAL DUE DATE
The proposal deadline has been extended for this proposal invitation until **February 21, 2023, at 4:00 P.M.**

Please sign and return one copy of this Addendum with your proposal as verification of your receipt and compliance with the information contained in this Addendum.

Company Name: Pioneer Manufacturing Company

Address: 4529 Industrial Parkway, Cleveland, OH 44135

Signature of Authorized Company Official: _____ Title: Bid Coordinator

Telephone Number: 1-800-877-1500 Date: 2/9/23

Pioneer Manufacturing Company Information

Address: 4529 Industrial Parkway
Cleveland, OH
Phone: (800) 877-1500
Fax: (800) 877-1511

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

Daniel Ford
Signature

dford@pioneerathletics.com
Email

Submitted at 2/9/2023 11:08:48 AM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 706-23 Grounds Maintenance Equipment, Parts, and Supplies

BuyBoard 706-23 2-9-23 Response.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

BuyBoard Jan2023 Pricelist.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist (Rental Rate Price Sheet for Line Item No. 22 must be submitted with Proposal or Proposal will not be considered)

No response

In Excel or PDF format, upload Rental Rate Price Sheet for Line Item No. 22. Must be submitted with Proposal or Proposal will not be considered in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist (Pre-Owned/Reconditioned/Retired Rental Catalog/Pricelist for Line Item No. 23 catalog/pricelist must be submitted with Proposal or Proposal will not be considered)

No response

In Excel or PDF format, upload Pre-Owned/Reconditioned/Retired Rental catalog/pricelist for Line Item No. 23. Must be submitted with Proposal or Proposal will not be considered in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Addendum No. 1

BuyBoard 706-23 Addendum 1.pdf

REQUIRED - In PDF format, upload addendum document available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

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

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile Pioneer_Company_Profile_-_BuyBoard.doc

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification W - 9 (2022).pdf

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

Bid Attributes

1 Federal Identification Number

Federal Identification Number

34-0464240

2 HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 No Israel Boycott Certification

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5	**MWBE/HUB Status Certification** A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. **I certify that my company has been certified as a MWBE/HUB in the following categories**: *(Please check all that apply)*
6	**Minority Owned Business** Minority Owned Business ☐ *Minority Owned Business (Yes)*
7	**Women Owned Business** Women Owned Business ☐ *Women Owned Business (Yes)*
8	**Service-Disabled Veteran Owned Business** Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) ☐ *Service-Disabled Veteran Owned Business (Yes)*
9	**Certification Number** Certification Number *No response*
10	**Name of Certifying Agency** Certifying Agency *No response*
11	**Non-MWBE/HUB** My company has NOT been certified as a MWBE/HUB ☑ Non-HUB (Yes)
12	**Vendor General Contact Information** Proposal/Contract General Contact Information
13	**Vendor Proposal/Contract Contact Name** Vendor Proposal/Contract Contact Name Daniel Ford
14	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address dford@pioneerathletics.com
15	**Vendor Proposal/Contract Mailing Address** Vendor Proposal/Contract Mailing Address 4529 Industrial Parkway

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

Vendor Proposal/Contact Mailing Address - City

Cleveland

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

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

OH

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

Vendor Proposal/Contact Mailing Address - Zip Code

44135

19 **Vendor Proposal/Contact Phone Number**

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

1-800-877-1500

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

21 **Company Website**

Company Website (www.XXXXX.com)

www.pioneerathletics.com

22 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

23 **Purchase Order E-mail Address**

Purchase Order E-mail Address

dford@pioneerathletics.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Daniel Ford

25 **Purchase Order Contact Phone Number**

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

1-800-877-1500

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

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

Alternate Purchase Order E-mail Address

No response

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

No response

29 **Alternate Purchase Order Contact Phone Number**

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

No response

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

No

32 **Request for Quotes (RFQ)**

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

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

Request for Quote (RFQ) E-mail Address

dford@pioneerathletics.com

34 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Daniel Ford

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

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

1-800-877-1500

36	**Request for Quote (RFQ) Contact Extension Number** Request for Quote (RFQ) Contact Extension Number 3222
37	**Alternate Request for Quote (RFQ) E-mail Address** Alternate Request for Quote (RFQ) E-mail Address *No response*
38	**Alternate Request for Quote (RFQ) Contact Name** Alternate Request for Quote (RFQ) Contact Name *No response*
39	**Alternate Request for Quote (RFQ) Contact Phone Number** Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) *No response*
40	**Alternate Request for Quote (RFQ) Contact Extension Number** Alternate Request for Quote (RFQ) Contact Extension Number *No response*
41	**Invoices** Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.
42	**Invoices** **Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information:** (a) Service fee invoices and related communications should be provided directly to my company at: or (b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent: *If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.* Service fee invoices and notices direct to company
43	**Invoice Company Name** Invoice Company Name Pioneer Manufacturing Company
44	**Invoice Company Department Name** Invoice Company Department Name Bids

45 **Invoice Contact Name**
Invoice Contact Name
Daniel Ford

46 **Invoice Mailing Address**
Invoice Mailing Address (P.O. Box or Street Address)
4529 Industrial Parkway

47 **Invoice Mailing Address - City**
Invoice Mailing Address - City
Cleveland

48 **Invoice Mailing Address - State**
Invoice Mailing Address - State (Abbreviate State Name)
OH

49 **Invoice Mailing Address - Zip Code**
Invoice Mailing Address (Zip Code)
44135

50 **Invoice Contact Phone Number**
Invoice Contact Phone Number (xxx-xxx-xxxx)
800-877-1500

51 **Invoice Contact Extension Number**
Invoice Contact Extension Number
3222

52 **Invoice Contact Fax Number**
Invoice Contact Fax Number (xxx-xxx-xxxx)
800-877-1511

53 **Invoice Contact E-mail Address**
Invoice Contact E-mail
dford@pioneerathletics.com

54 **Invoice Contact Alternate E-mail Address**
Invoice Contact Alternate E-mail Address
No response

55 **Billing Agent Company Name**
Billing Agent Company Name
No response

56 **Billing Agent Department Name**
Billing Agent Department Name
No response

57	**Billing Agent Contact Name** Billing Agent Contact Name *No response*
58	**Billing Agent Mailing Address** Billing Agent Mailing Address (P.O. Box or Street Address) *No response*
59	**Billing Agent Mailing Address - City** Billing Agent Mailing Address - City *No response*
60	**Billing Agent Mailing Address - State** Billing Agent Mailing Address - State (Abbreviate State Name) *No response*
61	**Billing Agent Mailing Address - Zip Code** Billing Agent Mailing Address - Zip Code *No response*
62	**Billing Agent Contact Phone Number** Billing Agent Contact Phone Number (xxx-xxx-xxxx) *No response*
63	**Billing Agent Contact Extension Number** Billing Agent Contact Extension Number *No response*
64	**Billing Agent Fax Number** Billing Agent Fax Number *No response*
65	**Billing Agent Contact E-mail Address** Billing Agent Contact E-mail Address *No response*
66	**Billing Agent Alternative E-mail Address** Billing Agent Alternative E-mail Address *No response*
67	**Shipping Via** Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other Common Carrier

68 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30 days

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

Vendor's Internal/Assigned Reference/Quote Number

No response

70 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

71 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

72 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

73 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

74 **Company Name**

Company Name

Pioneer Manufacturing Company

75 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

All Regions

76 **Region 1**

Region 1 - Edinburg

☐ *Region 1 (1)*

77	**Region 2** Region 2 - Corpus Christi ☐ *Region 2 (2)*
78	**Region 3** Region 3 - Victoria ☐ *Region 3 (3)*
79	**Region 4** Region 4 - Houston ☐ *Region 4 (4)*
80	**Region 5** Region 5 - Beaumont ☐ *Region 5 (5)*
81	**Region 6** Region 6 - Huntsville ☐ *Region 6 (6)*
82	**Region 7** Region 7 - Kilgore ☐ *Region 7 (7)*
83	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8 (8)*
84	**Region 9** Region 9 - Wichita Falls ☐ *Region 9 (9)*
85	**Region 10** Region 10 - Richardson ☐ *Region 10 (10)*
86	**Region 11** Region 11 - Fort Worth ☐ *Region 11 (11)*
87	**Region 12** Region 12 - Waco ☐ *Region 12 (12)*
88	**Region 13** Region 13 - Austin ☐ *Region 13 (13)*

89	**Region 14** Region 14 - Abilene ☐ *Region 14 (14)*
90	**Region 15** Region 15 - San Angelo ☐ *Region 15 (15)*
91	**Region 16** Region 16 - Amarillo ☐ *Region 16 (16)*
92	**Region 17** Region 17 - Lubbock ☐ *Region 17 (17)*
93	**Region 18** Region 18 - Midland ☐ *Region 18 (18)*
94	**Region 19** Region 19 - El Paso ☐ *Region 19 (19)*
95	**Region 20** Region 20 - San Antonio ☐ *Region 20 (20)*
96	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
97	**Company Name** Company Name Pioneer Manufacturing Company

98	**State Service Designation** **Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.** All States
99	**Alabama** Alabama ☐ *Alabama (AL)*
100	**Alaska** Alaska ☐ *Alaska (AK)*
101	**Arizona** Arizona ☐ *Arizona (AZ)*
102	**Arkansas** Arkansas ☐ *Arkansas (AR)*
103	**California** California (Public Contract Code 20118 & 20652) ☐ *California (CA)*
104	**Colorado** Colorado ☐ *Colorado (CO)*
105	**Connecticut** Connecticut ☐ *Connecticut (CT)*
106	**Delaware** Delaware ☐ *Delaware (DE)*
107	**District of Columbia** District of Columbia ☐ *District of Columbia (DC)*
108	**Florida** Florida ☐ *Florida (FL)*
109	**Georgia** Georgia ☐ *Georgia (GA)*

110	**Hawaii** Hawaii ☐ *Hawaii (HI)*
111	**Idaho** Idaho ☐ *Idaho (ID)*
112	**Illinois** Illinois ☐ *Illinois (IL)*
113	**Indiana** Indiana ☐ *Indiana (IN)*
114	**Iowa** Iowa ☐ *Iowa (IA)*
115	**Kansas** Kansas ☐ *Kansas (KS)*
116	**Kentucky** Kentucky ☐ *Kentucky (KY)*
117	**Louisiana** Louisiana ☐ *Louisiana (LA)*
118	**Maine** Maine ☐ *Maine (ME)*
119	**Maryland** Maryland ☐ *Maryland (MD)*
120	**Massachusetts** Massachusetts ☐ *Massachusetts (MA)*
121	**Michigan** Michigan ☐ *Michigan (MI)*

122	**Minnesota** Minnesota ☐ *Minnesota (MN)*
123	**Mississippi** Mississippi ☐ *Mississippi (MS)*
124	**Missouri** Missouri ☐ *Missouri (MO)*
125	**Montana** Montana ☐ *Montana (MT)*
126	**Nebraska** Nebraska ☐ *Nebraska (NE)*
127	**Nevada** Nevada ☐ *Nevada (NV)*
128	**New Hampshire** New Hampshire ☐ *New Hampshire (NH)*
129	**New Jersey** New Jersey ☐ *New Jersey (NJ)*
130	**New Mexico** New Mexico ☐ *New Mexico (NM)*
131	**New York** New York ☐ *New York (NY)*
132	**North Carolina** North Carolina ☐ *North Carolina (NC)*
133	**North Dakota** North Dakota ☐ *North Dakota (ND)*

134	**Ohio** Ohio ☐ *Ohio (OH)*
135	**Oklahoma** Oklahoma ☐ *Oklahoma (OK)*
136	**Oregon** Oregon ☐ *Oregon (OR)*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania (PA)*
138	**Rhode Island** Rhode Island ☐ *Rhode Island (RI)*
139	**South Carolina** South Carolina ☐ *South Carolina (SC)*
140	**South Dakota** South Dakota ☐ *South Dakota (SD)*
141	**Tennessee** Tennessee ☐ *Tennessee (TN)*
142	**Texas** Texas ☐ *Texas (TX)*
143	**Utah** Utah ☐ *Utah (UT)*
144	**Vermont** Vermont ☐ *Vermont (VT)*
145	**Virginia** Virginia ☐ *Virginia (VA)*

146	**Washington** Washington ☐ *Washington (WA)*
147	**West Virginia** West Virginia ☐ *West Virginia (WV)*
148	**Wisconsin** Wisconsin ☐ *Wisconsin (WI)*
149	**Wyoming** Wyoming ☐ *Wyoming (WY)*

Bid Lines

1 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Tractors, Equipment, Supplies, and Accessories** (20 to 200 Engine HP).
Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

No response

2 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Lawn and Garden Tractors, Equipment, Supplies, and Accessories**.
Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

No response

3 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Front Mowers, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

No response

4 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Wide Area Mowers, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

No response

5 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Zero Turn Mowers, Equipment, Supplies, and Accessories**. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

No response

6 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Walk Behind Mowers, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

No response

7 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Golf and Turf Carts and Equipment, Supplies, and Accessories** (for uses in fleet, food/beverage, hospitality, maintenance, personal and transport). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

No response

8 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **All (Utility) Terrain Vehicles, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

No response

9 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Cutters and Shredders, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

No response

10

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Sprayers, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

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11 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Scrapers, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

No response

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Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Hand-Held Grounds Maintenance Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

Pioneer Athletics

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Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Landscape and Turf Care Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

Pioneer Athletics

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Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Parking Lot/Sidewalk Sweepers, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

No response

15

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Turf Maintenance Sweepers and Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

Pioneer Athletics

16 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Outdoor Scrubbers, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

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Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Hydroseeding Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

No response

18 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

No response

19

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **All Other Types of Grounds Maintenance Equipment, Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

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Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Ground Maintenance Equipment Repair Parts.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

No response

21

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Ground Maintenance Equipment Service Agreements.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

No response

22	**Section II: Grounds Maintenance Equipment-RENTAL ONLY** (Rental Rate Price Sheet must be submitted with Proposal or Proposal will not be considered). Discount (%) off catalog/pricelist for **Rental of All Types of Grounds Maintenance Equipment, Accessories and** **Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid***

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

No response

23 **Section III: Grounds Maintenance Equipment (Pre-Owned/Reconditioned/Retired Rental)-PURCHASE ONLY** (Pre-Owned/Reconditioned/Retired Rental catalog/pricelist must be submitted with Proposal or Proposal will not be considered).

Discount (%) off catalog/pricelist for **Pre-Owned/Reconditioned/Retired Rental of All Grounds Maintenance Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

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

No response

24 **Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Grounds Maintenance Equipment and Related Products - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Response Total: $0.00

January 13, 2023

RE: PIONEER ATHLETICS
4529 INDUSTRIAL PKWY
CLEVELAND, OH 44135

To Whom It May Concern:

This letter is to confirm that Pioneer Athletics is authorized to sell Graco Equipment. They are an authorized distributor performing sales and service for Graco's Contractor Equipment Division paint sprayer and pavement/turf striping products along with our parts & accessories.

Pioneer Athletics expertise in the striping market place, and their attention to the end customer's needs assures Graco that our customers are well served through their organization.

Should you have any questions, you may contact me at 763-273-2080 or mbaumgartner@graco.com.

Sincerely,

Max Baumgartner
Vice President of Sales
Contractor Equipment Division

GRACO INC. | P.O. Box 1441 | Minneapolis, Minnesota 55440-1441 | 612-623-6000

GreensGroomer®
WORLDWIDE

January 13, 2023

To whom it may concern:

Pioneer Athletics is an authorized dealer of GreensGroomer products in North America. They have been a dealer for many years and are very knowledgeable about our products. You can contact them for any equipment and part orders.

If you have any questions, you can contact me at any time.
Thank you,

Alex Nagel
GreensGroomer
VP of Sales
alex@greensgroomer.com
317-407-9123

4555 W. Bradbury Ave., Suite 1 ~ Indianapolis, IN ~ 46241

RESOLUTION NO. 2024-220

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXPENDITURE DUNCANVILLE, TEXAS, AUTHORIZING A CONTRACT FOR GROUND MAINTENANCE EQUIPMENT, PARTS, AND SUPPLIES WITH PIONEER MANUFACTURING COMPANY THROUGH BUYBOARD CONTRACT #706-23 IN THE AMOUNT NOT TO EXCEED $80,000.00 OVER THE 5-YEAR PERIOD; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to provide efficient and reliable outdoor athletic maintenance supplies and equipment ; and

WHEREAS, the City of Duncanville has entered into an interlocal cooperative purchasing agreement with BuyBoard; and

WHEREAS, Buyboard has taken competitive sealed proposals and awarded contract #706-23 for Grounds Maintenance Equipment, Parts, and Supplies to Pioneer Manufacturing Company through May 31, 2024. The contract will allow the encumbrances of $12,000.00 in FY 2024, and $17,000.00 a year for the remainder of the 5 year period, not to exceed $80,000.00 over the life of the contract. Staff will bring the item back to City Council to approve the new Buyboard contract period that will begin June 1, 2024 through May 31, 2025.

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 the expenditure for grounds maintenance equipment, parts, and supplies with Pioneer Manufacturing Company through Buyboard contract #706-23 in the amount of not to exceed $12,000.00 through May 31, 2024, and a contract that will allow the encumbrances of $17,000.00 a year for the remainder of the 5 year period, not to exceed $80,000.00 over the life of the contract, and authorizes the City Manager to execute the necessary documents related to said expenditure.

SECTION 2. The awarding or continuation of this agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the CITY Council for any given budget year during the contract term, the contract will terminate and become null

and void; however, any work performed to elate shall be paid.

SECTION 3. The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate Appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any Appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

SECTION 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 5th day of March, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Consider a resolution amending the FY 2023-2024 Master Fee Schedule for Planning and Neighborhood Services to add the Native Landscaping Permit fee of $25.00.

Vision Statement:

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

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator
Tyler Agee, Assistant Director of Parks and Recreation

BACKGROUND/HISTORY:
The City Council approved the Native Landscaping Ordinance, #2505, at the February 20, 2024 meeting. The purpose of this amendment is to add the Native Landscaping Permit fee of $25.00. The permit fee is a one-time fee. Applications and fees will be processed through the Building Inspections division and therefore added to the master fee schedule for Planning and Neighborhood Services.

POLICY EXPLANATION:
Approval of the Master Fee schedule, as amended, must be approved by the City Council to take effect.

FUNDING SOURCE:

ORG and Object Number
NA

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

ACTION ALTERNATIVES:
1. Approve the amendments to the FY 2023-2024 master fee schedule for Planning and Neighborhood Services.
2. Do not approve amendments to the FY 2023-2024 master fee schedule for Planning and Neighborhood Services.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-229 - Amending FY 2023-2024 Master Fee Schedule - Pdf

RESOLUTION NO. 2024-229

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE FISCAL YEAR 2023-2024 MASTER FEE SCHEDULE FOR PLANNING AND NEIGHBORHOOD SERVICES, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council approved Ordinance 2505 for Native Landscaping on February 20, 2024; and

WHEREAS, the amendment includes the addition of the Native Landscaping Permit fee of $25.00.

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

SECTION 1. In accordance with Chapter 1, 'General Provisions', Division 1. 'General Code Construction', Section 1-7, 'Establishment of fees for city services' of the Code of Ordinances, as amended, the Master Fee Schedule for Planning and Neighborhood Services is hereby approved which is attached hereto and incorporated herein by reference as Exhibit "A".

SECTION 2. That all provisions of the City of Duncanville, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3. That should any work, phrase, paragraph, or section of this Resolution be held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Resolution as a whole or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Resolution as a whole.

SECTION 4. That this Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th of March 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A

CITY OF DUNCANVILLE - MASTER FEE SCHEDULE - FY 2023-24

Planning and Neighborhood Services - AMENDED 03/05/2024

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 10/17/2023	Change 03-05-2024	Fee Effective 03-05-2024
	Planning & Neighborhood Services				
1	**ZONING & RELATED FEES**				
2	Preliminary plat	Per plat.	$ 250.00		$ 250.00
3	Final plat - residential	Plus $5.00 per lot.	$ 500.00		$ 500.00
4	Final plat - apartment	Plus $10.00 per unit.	$ 500.00		$ 500.00
5	Final plat - other	Plus $50.00 per acre.	$ 500.00		$ 500.00
6	Replat	Per plat.	$ 500.00		$ 500.00
7	Planned Development Site Plan - Minor		$ 100.00		$ 100.00
8	Planned Development Site Plan - Major		$ 250.00		$ 250.00
9	Zoning change - planned development	Per development.	$ 1,050.00		$ 1,050.00
10	Zoning change - single residential lot		$ 500.00		$ 500.00
11	Zoning change - all other including SUP)		$ 1,050.00		$ 1,050.00
12	Comprehensive Plan	Per book	$ 50.00		$ 50.00
13	Maps (black/white copy)	Per sheet.	$ 5.00		$ 5.00
14	Street signs (2 signs, 1 pole)	Per assembly; installed.	$ 75.00		$ 75.00
15	Blue fire buttons	Each.	$ 10.00		$ 10.00
16	Zoning Verification Letter	Each.	$ 50.00		$ 50.00
17	Right-of-Way Abandonment	Each application	$ 250.00		$ 250.00
18	**CERTIFICATES OF OCCUPANCY**				
19	New building		$ 75.00		$ 75.00
20	Existing building	For each new occupant or change in occupancy or ownership.	$ 200.00		$ 200.00
21	Clean & Show Permit	Conditional for 90 days, will require an inspection or review of property on 90th day	$ 125.00		$ 125.00
22	Utility Verification Permit	when the occupant changes electrical provider and an isnpection is required	$ 125.00		$ 125.00
23	Changes	Certificate replacement	$ 50.00		$ 50.00
24	Expedited Applications		$ 200.00		$ 200.00
25	**PLAN REVIEW**	**RESIDENTIAL PLAN REVIEW - NEW CONSTRUCTION**			
26	**Total Square Feet**				
27	1001 - 1500		$ 200.00		$ 200.00
28	1501 - 2000		$ 250.00		$ 250.00
29	2001 - 2500		$ 300.00		$ 300.00
30	2501 - 3000		$ 350.00		$ 350.00
31	3001 - 3500		$ 450.00		$ 450.00
32	3501 - 4000		$ 500.00		$ 500.00
33	4001 or more	$500 plus 0.05 per each additional square foot	See Comments		See Comments
34	**BUILDING PERMITS**	**RESIDENTIAL NEW CONSTRUCTION**			
35	Work Done Without Permit	Work performed without permit when a pemit is required- double the calculated project fee			
36	**Total Square Feet**				
37	1001 - 1500		$ 2,800.00		$ 5,600.00
38	1501 - 2000		$ 3,008.00		$ 6,016.00
39	2001 - 2500		$ 3,463.10		$ 6,926.20
40	2501 - 3000		$ 3,918.20		$ 7,836.40
41	3001 - 3500		$ 4,373.30		$ 8,746.60
42	3501 - 4000		$ 4,828.40		$ 9,656.80
43	4001 or more	$4,828.40 plus 0.50 per each additional square foot	See Comments		See Comments
44	**BUILDING PERMITS**	**RESIDENTIAL REMODEL- ADDITIONAL SQFT TO MAIN STRUCTURE**			
45	**Total Square Feet**				
46	Work Done Without Permit	Work performed without permit when a pemit is required- double the calculated project fee			
47	1-250		$ 175.00		$175.00
48	251-500		$ 325.00		$ 325.00
49	501-1000		$ 600.00		$ 600.00
50	1001-1500		$ 875.00		$ 875.00
51	1501-2000		$ 1,075.00		$ 1,075.00
52	2001-2500		$ 1,375.00		$ 1,375.00
53	2501 -3000		$ 1,575.00		$ 1,575.00
54	3001 or more	$1,575 plus 0.40 per each additional square foot	See Comments		See Comments
55	**PLAN REVIEW**	**COMMERICIAL BUILDING REVIEW**			
56	**Plan Review**	Commercial Review for new construction	50% permit cost		50% permit cost
57	**BUILDING PERMITS**	**NEW COMMERCIAL BUILDING**			
58	**Total Square Feet**				
59	Work Done Without Permit	Work performed without permit when a pemit is required- double the calculated project fee			
60	1-1500	per square foot	$ 4.00		$ 4.00
61	1501-2500	per square foot	$ 3.60		$ 3.60
62	2501-3500	per square foot	$ 2.95		$ 2.95
63	3501-4500	per square foot	$ 2.75		$ 2.75
64	4501-5500	per square foot	$ 2.55		$ 2.55
65	5501-6500	per square foot	$ 2.45		$ 2.45
66	6500 or more	per square foot	$ 2.35		$ 2.35

EXHIBIT A

CITY OF DUNCANVILLE - MASTER FEE SCHEDULE - FY 2023-24

Planning and Neighborhood Services - AMENDED 03/05/2024

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 10/17/2023	Change 03-05-2024	Fee Effective 03-05-2024
67	**BUILDING PERMITS**	**COMMERCIAL BUILDING REMODEL**			
68	**Total Square Feet**				
69	Work Done Without Permit	Work performed without permit when a pemit is required- double the calculated project fee			
70	1-1500	per square foot	$ 0.35		$ 0.35
71	1501-2500	per square foot	$ 0.30		$ 0.30
72	2501-3500	per square foot	$ 0.28		$ 0.28
73	3501-4500	per square foot	$ 0.26		$ 0.26
74	4501-5500	per square foot	$ 0.24		$ 0.24
75	5501-6500	per square foot	$ 0.23		$ 0.23
76	6500 or more	per square foot	$ 0.22		$ 0.22
77	**INSPECTIONS / PLAN REVIEW**				
78	Commercial Pool/Spa Inspection Fee	Inspected 4 times a year, pass inspection is required to operate	$ 400.00		$ 400.00
79	Inspections outside normal business hours (2 hour minimum)	All charges per hour or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.	$ 150.00		$ 150.00
80	Reinspection fees	Inspection required after failure to comply with first notice of violation for each violation noted	$ 100.00		$ 100.00
81	Inspections for which no fee is specifically indicated (half-hour minimum)		$ 125.00		$ 125.00
82	Additional plan review	required by changes, additions, or revisions to plans (half-hour minimum)	$ 125.00		$ 125.00
83	Use of outside consultants for plan checking and inspections or both	To include administrative and overhead costs.	Actual Cost		Actual Cost
84	**CONTRACTOR REGISTRATION**				
85	General Contractor Registration - fence, concrete, sign, landscape irrigation installer, solar	Annual Fee - requires $1,000,000.00 liability insurance	$ 150.00	$ -	$ 150.00
86	**ELECTRICAL PERMITS**	Unrelated to new construction or remodeling.			
87	Electrical work done with no permit	Work performed without permit when a permit is required - double the calculated project fee			
88	Service change		$ 125.00		$ 125.00
89	Meter change		$ 125.00		$ 125.00
90	**PLUMBING PERMITS**	Unrelated to new construction or remodeling.			
91	Plumbing work done with no permit	Work performed without permit when a permit is required - double the calculated project fee			
92	First fixture		$ 125.00		$ 125.00
93	Sewer relay		$ 125.00		$ 125.00
94	Gas line relay		$ 125.00		$ 125.00
95	Water heater installation		$ 125.00		$ 125.00
96	Water treatment system installation		$ 125.00		$ 125.00
97	Backflow device inspection		$ 125.00		$ 125.00
98	Landscape Irrigation Installation		$ 300.00		$ 300.00
99	Gas Test & minor repair		$ 125.00		$ 125.00
100	Grease Trap		$ 150.00		$ 150.00
101	Sand Trap		$ 150.00		$ 150.00
102	Steam boiler installation		$ 125.00		$ 125.00
103	**AIR CONDITIONING PERMITS**	Unrelated to new construction or remodeling.			
104	HVAC Done Without Permit	Double the calculated project fee	See Comments		See Comments
105	Residential Mechanical - Repair or Alteration	per system	$ 125.00		$ 125.00
	Residential New HVAC system	per system	$ 125.00		$ 125.00
106	Commercial Mechanical - Repair or Alteration	per system	$ 150.00		$ 150.00
107	Commercial New HVAC system	per system	$ 250.00		$ 250.00
108	Walk-In Cooler Installation	per system	$ 175.00		$ 175.00
109	**MISC. PERMITS / FEES**	Including all trades, if applicable.			
110	Work Done Without Permit	Double the calculated project fee	See Comments		See Comments
111	Residential Remodel, repair, or alteration to existing house (excludes an increase in sq ft)		$ 200.00		$ 200.00
112	Solar		$ 300.00		$ 300.00
113	Foundation		$ 200.00		$ 200.00
114	Swimming pool, >5,000 gal.		$ 100.00		$ 100.00
115	Spa / hot tub / Pool (above ground, 24" deep or greater)		$ 100.00		$ 100.00
116	Type B Accessory building 1-399 sqft	no MEP included, separate permit required	$ 75.00		$ 75.00
117	Type A Accessory building 400 sqft or greater	no MEP included, separate permit required	$ 150.00		$ 150.00
118	Roof Shingles Only - Residential		$ 150.00		$ 150.00
119	Roof Decking - Residential		$ 150.00		$ 150.00
120	Roof Shingles/ Composition- Commercial		$ 300.00		$ 300.00

EXHIBIT A

CITY OF DUNCANVILLE - MASTER FEE SCHEDULE - FY 2023-24

Planning and Neighborhood Services - AMENDED 03/05/2024

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 10/17/2023	Change 03-05-2024	Fee Effective 03-05-2024
121	Roof Decking - Commercial		$ 400.00		$ 400.00
122	TPO		$ 500.00		$ 500.00
123	All concrete: sidewalk, driveway approach and non residential parking lot	per square foot, Maximum $250 on Residential, and $1000.00 on Commercial	$ 0.50		$ 0.50
124	Asphalt tie-in to concrete drive approach	Per linear foot.	$ 6.00		$ 6.00
125	Structure moving, within City limits	Code of Ordinances Section 5-58	$ 100.00		$ 100.00
126	Structure moving, into City	Code of Ordinances Section 5-58	$ 100.00		$ 100.00
127	Construction Trailer	per trailer	$ 125.00		$ 125.00
128	Building demolition	per building	$ 150.00		$ 150.00
129	Gasoline fuel tanks	per tank	$ 300.00		$ 300.00
130	Tent or canopy	Four permits per year, 14 days each	$ 75.00		$ 75.00
131	Residential Fence		$ 100.00		$ 100.00
132	Commercial Fence	3 inspections required	$ 300.00		$ 300.00
133	Storage Containers	Annual Fee - two permits per year, 15 days each	$ 100.00		$ 100.00
134	Occasional sale / residential garage sale	Four permits per year, two each six-month period	No charge		No charge
135	Seasonal sale		$ 150.00		$ 150.00
136	Seasonal garden center		$ 150.00		$ 150.00
137	Handbill registration	Per year.	$ 50.00		$ 50.00
138	Handbill permit, one day		$ 50.00		$ 50.00
139	Handbill permit, one week		$ 100.00		$ 100.00
140	Handbill permit, one year		$ 500.00		$ 500.00
141	Donation Box Registration		$ 250.00		$ 250.00
142	Administrative Fee	Contracting for abatement of Code Violation per Occurrence; minimum charge of $100	$250 or 10% of cost, whichever is higher		$250 or 10% of cost, whichever is higher
143	Vacant building registration	Annual Fee	$ 750.00		$ 750.00
144	Vacant building inspection	Annual Fee- $0.01 per square foot of vacant building space, minimum charge of $50	$50 or $0.01/sf whichever is higher		$50 or $0.01/sf whichever is higher
145	Residential Rental Property Registration	Registration, Inspection, and RCO (new registration)	$ 150.00		$ 150.00
146	Residential Rental Property Registration	Annual fee per single-family, duplex, or townhouse rental unit	$ 25.00		$ 25.00
147	Residential Inspection Fee	When an inspection is required	$ 125.00		$ 125.00
148	Fee Resolution	Replacement of lost, destroyed or mutilated Rental Certificate of Occupancy	$ 25.00		$ 25.00
149	Late Fee	For each month or part of the month that a license fee has not been received.	$ 50.00		$ 50.00
150	Street name change	*Note: This fee was approved in Resolution 2004-100504, but was inadvertently left off the previous fee schedules*	$ 125.00		$ 125.00
151	Native Landscape Permit	One-time fee - Ordinance 2505		$ 25.00	$ 25.00
152	**SMALL CELL AND NETWORK NODES**				
153	Small Cell/Network node application fee	1-5 network nodes	$ 500.00		$ 500.00
154	Small Cell/Network node application fee	Additional network nodes beyond 5, each	$ 250.00		$ 250.00
155	Small Cell/Network node application fee	Each pole to be erected	$ 1,000.00		$ 1,000.00
156	Small Cell/Network node annual user fee	Each network node	$ 250.00		$ 250.00
157	Transport Facility monthly user fee	Each network node in right-of-way providing backhaul	$ 28.00		$ 28.00
158	Collocation on city poles annual user fee	Each pole	$ 20.00		$ 20.00
159	**FOOD ESTABLISHMENT FEES**				
160	**Health permit**				
161	**Class 1A** (full service restaurants with dining area, and supermarkets without a deli/bakery in the store)	Per fiscal year.	$ 500.00		$ 500.00
162	**Class 2A** (ex. Supermarkets with deli/bakery, fast food establishments, convenience stores, variety stores, mobile vendors, day care and schools)	Per fiscal year.	$ 325.00		$ 325.00
163	**Class 3A** (Seasonal Establishments)	Per fiscal year.	$ 225.00		$ 225.00
164	New Establishment or change of ownership administrative fee in addition to Health Permit		$ 50.00		$ 50.00

EXHIBIT A

CITY OF DUNCANVILLE - MASTER FEE SCHEDULE - FY 2023-24

Planning and Neighborhood Services - AMENDED 03/05/2024

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 10/17/2023	Change 03-05-2024	Fee Effective 03-05-2024
165	**All large retail stores will be assessed separate permit fees for each operational function**				
166	Meat Market	Per fiscal year.	$ 325.00		$ 325.00
167	Deli	Per fiscal year.	$ 325.00		$ 325.00
168	Seafood	Per fiscal year.	$ 325.00		$ 325.00
169	Restaurant	Per fiscal year.	$ 325.00		$ 325.00
170	Bakery	Per fiscal year.	$ 325.00		$ 325.00
171	School cafeteria	Per school cafeteria per fiscal year.	$ 325.00		$ 325.00
172	Temporary food permit (first day) - commercial	Example: restaurants, food trucks, typically but not limited to, food preparation on-site, or offsite before the event, for consumption at event.	$ 75.00		$ 75.00
173	Temporary food permit- additional day	Not to exceed 10 days.	$ 25.00		$ 25.00
174	Temporary food permit - non-commercial	Example: bake sales, pre-packaged food, fundraisers, not for profit	$ 25.00		$ 25.00
175	Annual temporary food permit	Annual fee for any event - if vendor chooses to pay one fee for the year versus a fee each event. If vendor changes food classification, a new permit will apply. Each event remains subject to inspection.	$ 125.00		$ 125.00
176	Re-check fee, all classifications	Per reinspection of noted violation	$ 100.00		$ 100.00
177	**Health Permit Late fees**				
178	Late fee	For each month or part of the month that a license fee has not been received.	$ 100.00		$ 100.00
179	Not received by November 1st	Will result in establishment closure.	$ 150.00		$ 150.00
180	New Establishment or change of ownership administrative fee in addition to Health Permit		$ 50.00		$ 50.00
181	**APARTMENT COMPLEX LICENSING**				
182	Late fee	For each month or part of the month that a license fee has not been received.	$ 100.00		$ 100.00
183	License fee	Per dwelling unit. Due on or before last working day of preceding year.	$ 15.00		$ 15.00
184	Reinspection fee	Per reinspection of noted violation	$ 50.00		$ 50.00
185	New Establishment or change of ownership administrative fee in addition to Health Permit		$ 50.00		$ 50.00
186	**SIGN PERMITS**				
187	Reface		$ 150.00		$ 150.00
188	Pole signs		$ 150.00		$ 150.00
189	Monument		$ 150.00		$ 150.00
190	Wall signs		$ 150.00		$ 150.00
191	Lighted sign, electrical fee		$ 150.00		$ 150.00
192	Flags	3 flags per lot - insignia, decorative, governmental.	No charge		No charge
193	Pennant	14 day limit; within first 90 days of certificate of occupancy.	No charge		No charge
194	**BANNER FEES**				
195	Erect banner	Each 30 day period; not to exceed 90 days per year.	$ 50.00		$ 50.00
196	Grand Opening banner	14 day limit; within first 90 days of certificate of occupancy.	No charge		No charge
197	**TREE PRESERVATION FEES**				
198	Removal of dead, diseased, or damaged tree		No charge		No charge
199	Removal of protected trees and/or review of tree preservation plan in conjunction with building permit. (Applicable mitigation charges still apply)		No charge		No charge
200	Application for tree removal (Applicable mitigation charges still apply)		$ 100.00		$ 100.00
201	Review of tree preservation plan		$ 100.00		$ 100.00
202	All others		$ 100.00		$ 100.00
203	**VARIANCE REQUESTS**				
204	Board of Adjustment Residential	Per request.	$ 500.00		$ 500.00
205	Board of Adjustment Commercial	Per request.	$ 500.00		$ 500.00
206	Sign Control Board	Per request.	$ 250.00		$ 250.00
207	Letter preparation		$ 10.00		$ 10.00
208	**SHORT TERM RENTAL**				
209	Specific Use Permit (SUP) for Short-Term Rental	Per unit.	$ 125.00		$ 125.00
210	Short-Term Rental Registration Fee (Annual)	Per unit.	$ 250.00		$ 250.00
211	Short-Term Rental Inspection (Annual)	Per unit.	$ 100.00		$ 100.00

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Consider an Ordinance amending the FY 2023-2024 budget by appropriating interest income received to date and amending expenditures for Energov software reimplementation project management services.

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:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The City Manager updated Council at the February 20, 2024, Council meeting on Energov reimplementation and the need for project management services to ensure a successful implementation. The City purchased Energov in 2019 for permits and code services. The software has not been fully implemented. The department's current software will sunset at the end of calendar year 2024. The maximum cost projected for project management and consulting services is $225,000. This amendment request recognizes interest income received to date, over and above what was budgeted, and therefore adequately covers this one-time cost. Furthermore, this revenue reduces the amount of fund balance resources, as was approved in the adopted budget.

POLICY EXPLANATION:
The Texas Local Government Code 102.010 allows for changes to the municipality's budget necessary for operations. Additionally, the City Council must approve budgetary amendments and a copy of the amendment shall be filed with the City Secretary's Office by law.

FUNDING SOURCE:

ORG and Object Number
NA

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

ACTION ALTERNATIVES:

1. Approve the FY 2023-2024 Budget Amendment as presented.
2. Do not approve the FY 2023-2024 Budget Amendment.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2512 - FY 2024 Budget Amendment - Energov Reimplementation Project Management Services - Pdf

ORDINANCE NO. 2512

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE FY 2023-2024 BUDGET BY APPROPRIATING INTEREST INCOME REVENUE RECEIVED AND AMENDING EXPENDITURES FOR ENERGOV SOFTWARE REIMPLEMENTATION PROJECT MANAGEMENT SERVICES; EXCEPT AS AMENDED HEREIN SHALL BE IN FULL FORCE AND EFFECT; AUTHORIZING THE CITY MANAGER TO MAKE ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the 2023-2024 Budget by Ordinance 2491 on September 19, 2023; and

WHEREAS, the Texas Local Government Code 102.010, "Changes in Budget for Municipal Purposes", allows a municipality to amend its budgets as deemed necessary for municipal purposes; and

WHEREAS, the City recognizes interest income received to date and desires to appropriate these revenues to cover the projected expense of $225,000 for Energov software reimplementation; and

WHEREAS, the City Manager is submitting the amended budget of revenues and expenditures for conducting the affairs of the City for the Fiscal Year 2023-2024.

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

SECTION 1. The budget and fund accounts adopted therein for the Fiscal Year 2023-2024 shall be, and are hereby, amended as set forth in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes.

SECTION 2. The balance of the budget, as amended, except as amended herein, shall be in full force and effect.

SECTION 3. A copy of the Budget Amendment will be provided to the City Secretary's Office as required by law.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of March, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A

FY 2024 GENERAL FUND AMENDMENT - MARCH 5, 2024
001 - GENERAL FUND

	FY 2024 BUDGET	FY 2024 YTD ACTUAL	FY 2024 AMENDED CHANGE	FY 2024 REVISED BUDGET
Revenue				
001 - GENERAL FUND				
501101 - CURRENT TAXES	$21,619,710	$9,522,096		$21,619,710
501102 - DELINQUENT TAXES	145,000	61,986		145,000
501103 - PENALTIES AND INTEREST	145,000	39		145,000
501201 - STATE SALES TAX CITY PORTION	6,768,432	1,014,407		6,768,432
501202 - SALES TAX PROPERTY TAX RELIEF	3,384,216	507,203		3,384,216
501204 - ALCOHOLIC BEVERAGE TAX	99,000	19,596		99,000
501301 - FRANCHISE FEE ELECTRIC	1,150,000	250,337		1,150,000
501302 - FRANCHISE FEE GAS	390,000	0		390,000
501303 - FRANCHISE FEE TELEPHONE	75,000	18,166		75,000
501304 - FRANCHISE FEE CABLE TV	140,000	0		140,000
502101 - BUILDING PERMITS	350,000	127,988		350,000
502102 - ELECTRICAL PERMITS	27,000	13,135		27,000
502103 - SOLICITOR LICENSES	500	150		500
502105 - EMERGENCY MEDICAL SERVICE	900,000	471,090		900,000
502106 - SIGN PERMITS	18,000	8,450		18,000
502108 - HEALTH FOOD INSPECTION FEES	75,000	39,025		75,000
502109 - PLUMBING AND AC PERMITS	60,000	21,497		60,000
502111 - ZONING & SPEC USE PERMIT	12,000	3,475		12,000
502114 - RENTAL PROPERTY REGISTRATION	55,000	30,135		55,000
502120 - ALARM PERMITS	45,000	21,847		45,000
502122 - POOL OR SPA INSPECTION FEE	5,000	250		5,000
503101 - MUNICIPAL COURT FINES	275,000	68,722		275,000
503102 - COURT RELATED FEES	60,000	14,937		60,000
503103 - SCHOOL CROSSING FEES	2,500	831		2,500
503201 - LIBRARY FINES	5,000	1,191		5,000
503301 - FALSE ALARM FINES	7,500	150		7,500
504102 - DISD SCHOOL CROSSING GUARDS	50,310	0		50,310
504103 - DALLAS CNTY CROSSING GUARD REV	40,000	0		40,000
504109 - REIMB FOR REG EMERG MANAGER	147,551	0		147,551
505101 - INTEREST ON GOVT POOL INVEST	1,700	386,806	385,106	386,806
505103 - CERT OF DEPOSIT INTEREST	36,000	65,473	29,473	65,473
505106 - MONEY MARKET INTEREST	30,000	346,347	316,347	346,347
507102 - RECREATION FEES	200,000	77,045		200,000
507104 - SENIOR CENTER ANNUAL USER FEE	2,200	1,638		2,200
507105 - SENIOR MEAL DONATIONS	0	741		0
507107 - RECREATION CENTER CLASSES	16,000	6,661		16,000
507108 - SPECIAL EVENTS	16,000	1,935		16,000
507109 - SENIOR CLASS/TRIPS	3,000	1,810		3,000
508203 - INTERGOV REIMBURSEMENT-CDBG	60,000	23,306		60,000
508210 - INTERGOV REIMBURSEMNTS-CARE TM	50,000	0		50,000
509105 - SALE OF MATERIALS	3,750	0		3,750
509502 - MISCELLANEOUS WRITEOFFS	0	35		0
509601 - MISCELLANEOUS REVENUE	100,000	10,261		100,000
509602 - CASH OVER AND SHORT	0	523		0
509603 - LIBRARY SERVICE FEES	10,000	6,031		10,000
509604 - POLICE ACCIDENT REPORTS	3,500	2,271		3,500
509609 - RETURN CHECK FEES	100	0		100
509612 - CITY SERVICES REIMBURSEMENT	58,000	1,106		58,000
509613 - WORKERS COMP REIMBURSEMENT	45,000	3,216		45,000
509614 - RENTAL OF TOWER	225,000	40,243		225,000
509618 - GAS WELL OIL REVENUE	13,000	1,471		13,000

EXHIBIT A

FY 2024 GENERAL FUND AMENDMENT - MARCH 5, 2024
001 - GENERAL FUND

	FY 2024 BUDGET	FY 2024 YTD ACTUAL	FY 2024 AMENDED CHANGE	FY 2024 REVISED BUDGET
598002 - PILOT FEE TZ-CITY WWW UTILITY	1,542,082	514,027		1,542,082
599002 - TRANS FROM UTILITY FUND-002	1,065,393	355,131		1,065,393
599010 - TRANS FROM HOTEL FUND-010	35,616	11,872		35,616
599012 - TRANS FROM EDC FUND-012	145,814	48,605		145,814
599230 - TRANS FROM JUVENILE FUND-230	7,000	0		7,000
USE OF FUND BALANCE	978,089	0	(505,926)	472,163
Revenue Total	**$40,698,963**	**$14,123,256**	**$225,000**	**$40,923,963**
Expense				
01011000 - MAYOR AND COUNCIL	**117,582**	**42,734**		117,582
01011020 - MAYOR-DUNCANVILLE	**8,500**	**83**		8,500
01011021 - DISTRICT 1	**7,000**	**45**		7,000
01011022 - DISTRICT 2	**7,000**	**42**		7,000
01011023 - DISTRICT 3	**7,000**	**0**		7,000
01011024 - DISTRICT 4	**7,000**	**1,321**		7,000
01011025 - DISTRICT 5	**7,000**	**157**		7,000
01011026 - DISTRICT AT LARGE	**7,000**	**193**		7,000
01011100 - CITY ADMINISTRATION	**681,007**	**241,311**		681,007
01011200 - CITY SECRETARY	**379,408**	**99,073**		379,408
01011300 - HUMAN RESOURCES	**495,086**	**160,313**		495,086
01011400 - INFO TECHNOLOGY	**1,563,915**	**581,316**		1,563,915
01011500 - PUBLIC INFORMATION OFFICE	**497,264**	**184,109**		497,264
01011600 - PUBLIC LIBRARY	**1,123,899**	**371,830**		1,123,899
01011700 - CITY MARSHAL	**120,107**	**40,105**		120,107
01022000 - ACCOUNTING & REPORTING	**1,070,471**	**359,575**		1,070,471
01022300 - MUNICIPAL COURT	**538,945**	**152,521**		538,945
01022500 - PROCUREMENT OFFICE	**246,330**	**82,828**		246,330
01036100 - BUILDING INSPECTION	**641,013**	**207,994**		641,013
01036401 - PLANNING SERVICES-CURRENT	**221,580**	**70,729**		221,580
01036500 - NEIGHBORHOOD SERVICES	**525,029**	**196,477**		525,029
01036580 - CDBG PROGRAM-NEIGHBORHOOD	**84,388**	**31,017**		84,388
01044000 - PARK & REC ADMINISTRATION	**290,023**	**101,705**		290,023
01044100 - REC PROGRAM ADMIN	**487,898**	**142,931**		487,898
01044200 - SPECIAL EVENTS ADMIN	**331,833**	**88,572**		331,833
01044300 - ATHLETIC PROGRAMMING	**453,123**	**168,921**		453,123
01044500 - HORTICULTURE	**193,996**	**62,895**		193,996
01044600 - PARK GROUNDS MAINTENANCE	**1,744,209**	**463,462**		1,744,209
01044900 - SENIOR CENTER	**238,739**	**94,359**		238,739
01055000 - POLICE ADMINISTRATION	**2,507,292**	**275,482**		2,507,292
01055100 - PATROL	**5,693,004**	**2,061,875**		5,693,004
01055200 - CRIMINAL INVESTIGATION	**1,642,102**	**532,407**		1,642,102
01055300 - ANIMAL CONTROL	**577,993**	**132,949**		577,993
01055400 - SCHOOL GUARDS	**100,620**	**39,684**		100,620
01055500 - CRIME PREVENTION	**168,083**	**58,546**		168,083
01055600 - SWAT ORG	**146,049**	**14,488**		146,049
01055700 - RECORDS	**378,642**	**135,675**		378,642
01055900 - POLICE SPECIAL SERVICES	**415,254**	**103,395**		415,254
01066000 - PUBLIC WORKS ENGINEERING/ADMIN	**621,263**	**172,416**		621,263
01066200 - STREET MAINTENANCE	**3,452,237**	**621,974**		3,452,237
01066300 - TRAFFIC OPERATIONS	**1,110,552**	**160,826**		1,110,552
01066700 - EQUIPMENT SERVICES	**1,340,941**	**307,125**		1,340,941
01066800 - BUILDING MAINTENANCE	**979,330**	**323,414**		979,330
01077000 - FIRE ADMINISTRATION	**673,422**	**214,736**		673,422
01077100 - FIRE PREVENTION	**355,291**	**127,444**		355,291

EXHIBIT A

FY 2024 GENERAL FUND AMENDMENT - MARCH 5, 2024
001 - GENERAL FUND

	FY 2024 BUDGET	FY 2024 YTD ACTUAL	FY 2024 AMENDED CHANGE	FY 2024 REVISED BUDGET
01077200 - FIRE SUPPRESSION	5,132,258	2,083,860		5,132,258
01077300 - ADVANCED LIFE SUPPORT	1,808,383	565,372		1,808,383
01077500 - EMERGENCY MANAGEMENT ADMIN	197,229	55,888		197,229
01088000 - GENERAL NON DEPARTMENTAL	1,152,883	712,051	225,000	1,377,883
01099000 - USE OF FUND BALANCE	149,791	0		149,791
Expense Total	**40,698,963**	**12,646,342**	**225,000**	**40,923,963**
Net Total	**($0)**	**$1,476,914**	**$0**	**($0)**

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Council to consider adopting a resolution approving an agreement with BerryDunn for the implementation of Tyler Technologies' Energov software with an expenditure amount not to exceed $132,800.00; authorizing the City Manager to execute all documents required for such agreement; and establishing an effective date.

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:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
The City purchased Energov software in 2019 but never fully implemented it.

POLICY EXPLANATION:
With the current software used by staff, particularly Building Inspections, Fire Prevention, and Neighborhood Services, set to expire at the end of 2024, full implementation of Energov is critical. BerryDunn has helped numerous municipalities successfully implement this software. Funding for this agreement was not included in the FY24 budget. Budget amendment ordinance #2512 has been presented to Council for consideration.

FUNDING SOURCE:

ORG and Object Number
01088000 (Non-departmental) - 700450 (Contractual Services)

Available Budget	Purchase Amount	After Encumber
$234,690	$132,800	$101,890

ACTION ALTERNATIVES:

1. Approve the agreement with BerryDunn.
2. Do not approve the agreement.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2024-229 - BerryDunn - Energov Implementation
BerryDunn_Duncanville_Implementation Services_SOW

RESOLUTION NO. 2024-229

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A CONSULTING AGREEMENT WITH BERRYDUNN FOR FULL IMPLEMENTATION OF TYLER TECHNOLOGIES' ENERGOV SOFTWARE IN AN EXPENDITURE AMOUNT NOT TO EXCEED $132,800.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville purchased Energov software from Tyler Technologies in 2019; and

WHEREAS, full implementation of the software was never achieved; and

WHEREAS, full implementation is needed before the end of calendar year 2024; and

WHEREAS, BerryDunn has helped numerous municipalities successfully implement Energov.

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

SECTION 1. A consulting agreement with BerryDunn, attached hereto as "Exhibit A," for the implementation of Tyler Technologies' Energov software is hereby approved with an expenditure amount not to exceed $132,800.00; and

SECTION 2. The City Manager is hereby authorized to execute the necessary documents related to said agreement.

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 5th day of March, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

BerryDunn

February 9, 2024

City of Duncanville
Douglas Finch, City Manager
203 E. Wheatland Road
Duncanville, TX 75116

Dear Douglas Finch,

On behalf of Berry, Dunn, McNeil & Parker, LLC (BerryDunn), I would like to thank you for the opportunity to present our approach and costs to the City of Duncanville (the City) to provide implementation assistance during the City's Tyler Technologies (Tyler) Enterprise Permitting and Licensing (EPL, formerly known as EnerGov) system implementation.

We hope you can continue to have confidence in our firm's expertise in implementation project management. We are pleased to have had the privilege of getting to know Duncanville staff and systems through our recent engagements, and we hope to continue to build upon our relationship to help the City continue to achieve its goals and objectives.

EPL Implementation Experience

The City will benefit from our in-depth knowledge of Tyler Technologies' products, including EPL and its licensing, code enforcement, inspections, planning, and permitting modules. Our consultants have provided project management and oversight for several EPL implementations, listed below. This detailed knowledge will strengthen the recommendations our team is able to provide.

- City of Allen, TX
- City of Boca Raton, FL
- City of Broken Arrow, OK
- City of Farmers Branch, TX
- City of Grand Prairie, TX
- City of Katy, TX
- City Lawrence, KS
- City of Manassas, VA
- City of Mesquite, TX
- City of Ormond Beach, FL
- City of Richland, WA
- City of Sugar Land
- City of Surprise, AZ
- City of Tucson, AZ
- City of Waynesboro, VA
- City of Wilmington, NC
- Person County, NC

Implementation Assistance Approach

BerryDunn strives to be flexible when it comes to development and execution of an effective work plan. We understand that no two projects are exactly alike and believe that **one of the primary reasons we have been successful with similar projects is our willingness to be flexible in adapting to our clients' unique needs.**

The overarching benefits the City can expect of our approach include:

- A methodology based on our extensive experience conducting similar projects
- A focus on supporting the City's implementation at the desired level of involvement with significant resource commitments from our team, as appropriate
- Quality assurance processes that incorporate the City's review and approval of all deliverables and key milestones
- Built-in project management and change management best practices—focused on keeping the project on time, on budget, and progressing at a healthy pace

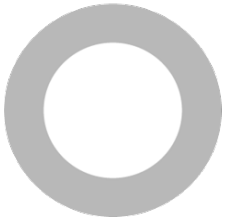
Exhibit A

- Thorough business process improvement activities
- A focus on taking full advantage of the newest technology and harnessing efficiencies by reviewing business practices or implementing technology to enhance existing business processes performed by individual departments and those performed across the City

Below and on the following pages, we detail our work plan intended to achieve the goals and objectives of the City's initiative.

Implementation Assistance

We are pleased to offer two potential levels of service for the City's consideration. We welcome the opportunity to discuss the options further with the City and tailor our approach to achieve the right level of support needed for the EPL implementation work effort.



Full-Time Management

With this level of service, our project team will act as the implementation project manager. In this role, we will identify project risks and issues, monitor project activities, provide recommendations to mitigate risks, and lead the coordination of vendor activities. There will be minimal project management tasks owned by stakeholders. This level of service assumes the client will provide a project management team (PMT) that we will oversee.

Implementation Oversight

With this level of service, we will act as an active advisory to an individual the client designates as project manager. We will also lead select implementation activities we mutually agree upon and likely to include project plan reviews, configuration and analysis support, testing, training, and production cutover support.

1. Assess current configuration status. We will meet with City representatives to understand the level of system configuration previously completed and confirm the desired scope for system implementation. This includes confirming the departments involved and the record type required to be configured. If necessary, we will also identify prioritization or possible phasing to support City timeline targets.

- **D1.** Configuration Status and Implementation Scope Memo

4. Develop Project Management Documents. We will develop any necessary supplemental materials we believe to be critical to the City's implementation. These may include further definition of stakeholders, risk management, project documentation, and other items. The content areas will be determined by what is included in Tyler's plans with the goal of removing any redundancy that might cause confusion to project stakeholders. This documentation will be reviewed and confirmed with City's PMT before being put into use.

- **D2.** Project Management Documents

5. Conduct implementation activities. One of the keys to project success is enabling the City's teams to take on appropriate roles and responsibilities and to make informed decisions for both implementation and long-term operational success and ownership of the software.

Throughout the implementation, we will bring our prior implementation and local government experience to provide a forward-looking perspective, reduce risk, and promote the achievement of the goals and objectives for the project. We anticipate being involved in the following key project management activities of the implementation, as shown below and on the following page.

Exhibit A

		Full-Time Project Management	Part-Time Project Oversight
No	**Key Implementation Activity**	*BerryDunn Role*	*BerryDunn Role*
1	Reviewing the Project Plan and Schedule in conjunction with other PMT members	Lead	Lead
2	Managing the project scope, deliverables, and timeline with assistance from other PMT members	Lead	Assist
3	Helping to ensure that the project team stays focused, tasks are completed on schedule, and that the project stays on track	Lead	Assist
4	Coordinating project tasks with assistance from other PMT members	Lead	Assist
5	Functioning as the main point of contact for Tyler's project manager, participating in daily project activities, and tracking project tasks	Lead	Assist
6	Holding monthly meetings with the City's Executive Steering Committee to update project status	Lead	Lead
7	Reviewing the project budget, including change orders, and Tyler's contract compliance	Lead	Assist
8	Facilitating City staff's development of workflow processes for each department	Assist	Assist
9	Facilitating the data conversion process with Tyler and City staff	Assist	Assist
10	Facilitating the development of software interfaces/integrations with Tyler and City staff	Assist	Assist
11	Working with the Tyler and City staff and helping to ensure vendor accountability	Lead	Assist
12	Providing risk management, including the following: • Identifying project risks • Developing mitigation strategies • Communicating project risks to City and Tyler staff • Assigning key activities to mitigate or resolve project risks	Lead	Assist
13	Providing weekly or biweekly tracking of the following: • Reporting of project risks and issues • Recently completed tasks and upcoming project activities	Lead	Assist
14	Providing change management oversight	Lead	Assist
15	Managing the user acceptance training (UAT) process, including:	Lead	Lead

Exhibit A

No	Key Implementation Activity	Full-Time Project Management *BerryDunn Role*	Part-Time Project Oversight *BerryDunn Role*
	• Reviewing Tyler's test approach • Providing recommendations for modifications to the testing plan • Directing City staff in the development of test scripts • Managing logistics related to scheduling UAT activities • Providing analysis of test results • Overseeing regression testing and required configuration changes		
16	Facilitating oversight of Tyler training activities, including: • Reviewing Tyler's training approach and creating supporting documents as necessary • Overseeing Tyler training activities • Providing recommendations for modifications to the training delivery • Providing feedback on Tyler's training approach	Lead	Lead
17	Facilitating a point-in-time go-live readiness assessment • Providing the City with an independent assessment on the organization's readiness to go-live on the new software solution • Identifying risks and providing specific recommendations for action items	Lead	Lead
18	Providing go-live support	Lead	Assist
	D3. Project Management Activities		
	6. Conduct a project closeout work session. This work session will involve discussing project lessons learned, measuring achievement of project goals and objectives, discussing incomplete implementation tasks, and conducting transition planning for moving to long-term operation of the EPL solution and associated policies and processes. We will document all the items discussed in a Project Closeout Memo.		
	7. Develop a Project Closeout Memo. Based on the information gathered from our closeout work session, BerryDunn will develop a Project Closeout Memo, which will document lessons learned, compare project outcomes to project goals and objectives, list any remaining action items to conclude the implementation, and identify tasks, roles, and responsibilities for transitioning to operational use of the EPL solution and associated policies and processes.		
	D4. Project Closeout Memo		

Exhibit A

Project Assumptions

In an effort to help align expectations, we have included several project assumptions.

- Tyler will provide resources to support this implementation. The implementation timeline will be dependent on Tyler's ability to provide resources to support the project.
- The City will need to upgrade their EPL systems environment to the latest version recommended by Tyler.
- BerryDunn anticipates Tyler taking the lead role in the following activities:
  - System configuration
  - Automation and GeoRules development
  - Report and form development
  - Data conversion
  - Training City staff to effectively configure and use EPL
  - GIS integration
  - EPL Integration to other Tyler products including EERP, Tyler Cashiering, and Tyler Content Manager
- System configuration will be the responsibility of Tyler or City resources. BerryDunn will assist in tracking required activities, but will not provide complete set-up within EPL.

Proposed Project Cost

Below, we present the estimated fees associated with our work plan as it relates to providing implementation project management or implementation project oversight services. For purposes of the costs below, we have assumed one month of initiation activities, six months of implementation activities, and one month of post-live support and project closure. We are proposing a blended hourly rate of $235 valid through June 30, 2025. We are happy to discuss any potential adjustments to the implementation project management or oversight services based on the needs of the City.

Implementation Project Management				
Assistance Level	**Duration (months)**	**Hours (per month)**	**Total Hours**	**Total Cost**
Implementation Project Management (Full-Time)	8	120	960	$225,600
Travel Expense Estimate (Billed As-Incurred)				$20,000
Implementation Project Management Total				**$245,600**

Implementation Project Oversight				
Assistance Level	**Duration (months)**	**Hours (per month)**	**Total Hours**	**Total Cost**
Implementation Project Management (Part-Time)	8	60	480	$112,800
Travel Expense Estimate (Billed As-Incurred)				$20,000
Implementation Project Management Total				**$132,800**

Exhibit A

Resumes

Kevin Price, MPP, PMP®, Prosci® CCP

Principal

EDUCATION AND CERTIFICATIONS

Master's degree, Public Policy and Management, Concentration in Financial Management, University of Southern Maine

Bachelor's degree, Economics and Political Science, University of Maine

Project Management Professional® (PMP®), Project Management Institute®

Prosci® Certified Change Practitioner

Lean Six Sigma Green Belt Certified

MEMBERSHIPS

City of Westbrook, ME Planning Board, 2023 – 2024

City of Westbrook, ME Sewer Commission – Member, 2021 – 2023

Kevin Price is a principal in BerryDunn's Local Government Practice Group and leader of the Community Development and Utility Operations Practice. In this role, he assists local government clients with business process improvement, strategic and comprehensive planning, fee analysis, system selection, and implementation projects. A certified Project Management Professional® (PMP®), he has extensive experience assessing the business needs and processes of municipal clients for permitting, inspections, planning, code enforcement, and land management functions. Kevin is also a Lean Six Sigma Green Belt, allowing him to continuously define, measure, analyze, improve, and control projects and environments for his clients.

RELEVANT EXPERIENCE

Local Experience: Kevin has worked on system selection and implementation projects for several cities in the DFW Metroplex, including previously working with the City of Duncanville on the Financial and Human Capital Management phases.

System Selection and Implementation: Kevin has assisted BerryDunn clients with every stage of system replacement and implementation projects, from needs assessment to requirements definition, RFP development, proposal evaluation, facilitation of vendor demonstrations, contract negotiation, and implementation project management. Currently he is assisting the City of Plano, Texas, with the implementation of a new permitting system.

Software Needs Assessments: Kevin has helped guide BerryDunn clients as they select and transition to updated software systems. He excels at understanding the as-is conditions of a client's current environment and helping the client define their preferred future in the form of to-be attributes. He has previously worked with the City of Irvine, California on a needs assessment of their permitting software.

REPRESENTATIVE CLIENTS

- City of Boca Raton, FL
- City of Broken Arrow, OK
- City of Denton, TX
- **City of Duncanville, TX**
- City of Farmers Branch, TX
- City of Frisco, TX
- City of Grand Prairie, TX
- City of Lawrence, KS
- City of Mesquite, TX
- City of Plano, TX
- City of Wilmington, NC

Exhibit A

Joy Payne

Senior Consultant

EDUCATION AND CERTIFICATIONS

BBA, Management, Midwestern State University

Joy Payne is a senior consultant in BerryDunn's Local Government Practice Group. She is an IT expert with progressive leadership experience assisting clients with large-scale software changes. She has often served as the chief facilitator and central communicator, bridging the communication gaps between business area representatives and IT. She specializes in assisting BerryDunn clients through the implementation life cycle.

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Systems Implementation: Joy has successfully led the implementations of integrated real estate software solutions at more than 15 major real estate organizations worldwide. Past work showcasing her implementation leadership includes Yardi and ARGUS CRM systems with Plantation Consulting, Inc., DYNA Budget system with NOI Strategies, and a REALM LEASE Upgrade with RealFoundation.

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In Closing

Thank you again for the opportunity to present our approach and desire to continue work with the City. Should you have any questions, or if you would like to discuss this proposal, please feel free to contact me directly.

Sincerely,

Kevin Price, MPP, PMP®, Prosci® CCP | Principal
207-541-2379 | kprice@berrydunn.com

BerryDunn

February 9, 2024

City of Duncanville
Douglas Finch, City Manager
203 E. Wheatland Road
Duncanville, TX 75116

Dear Douglas Finch,

On behalf of Berry, Dunn, McNeil & Parker, LLC (BerryDunn), I would like to thank you for the opportunity to present our approach and costs to the City of Duncanville (the City) to provide implementation assistance during the City's Tyler Technologies (Tyler) Enterprise Permitting and Licensing (EPL, formerly known as EnerGov) system implementation.

We hope you can continue to have confidence in our firm's expertise in implementation project management. We are pleased to have had the privilege of getting to know Duncanville staff and systems through our recent engagements, and we hope to continue to build upon our relationship to help the City continue to achieve its goals and objectives.

EPL Implementation Experience

The City will benefit from our in-depth knowledge of Tyler Technologies' products, including EPL and its licensing, code enforcement, inspections, planning, and permitting modules. Our consultants have provided project management and oversight for several EPL implementations, listed below. This detailed knowledge will strengthen the recommendations our team is able to provide.

- City of Allen, TX
- City of Boca Raton, FL
- City of Broken Arrow, OK
- City of Farmers Branch, TX
- City of Grand Prairie, TX
- City of Katy, TX
- City Lawrence, KS
- City of Manassas, VA
- City of Mesquite, TX
- City of Ormond Beach, FL
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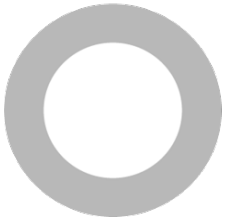

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Senior Consultant

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Sincerely,

Kevin Price, MPP, PMP®, Prosci® CCP | Principal
207-541-2379 | kprice@berrydunn.com

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Southwest International Trucks, Inc. for the purchase of two dump trucks through BuyBoard Contract 723-23 in the expenditure amount of $219,924.72.

Vision Statement:

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

Pillar:

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

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

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

Per the Fleet Rotation Schedule, dump trucks are scheduled for replacement every ten years. However, before replacing the trucks, they are assessed to determine if they can still be used. In the past, dump trucks have had an average lifespan ranging from ten to twenty years.

Two dump trucks, a 2003 and a 2004 model Ford truck, have reached the end of their useful lives and need to be replaced. Despite having a low annual mileage of 1,650 and 2,100, respectively, without considering idle engine hours, the trucks' age-related wear and difficulty in finding replacement parts make it necessary to replace them. The aging models will be replaced with two

International Trucks, Model MV607, with Warren dump bodies that Utilities crews will use to haul dirt, concrete, and other materials for utilities-related activities (water line repairs, sewer line repairs, etc.). An extended cab is not required for the dump trucks, as a maximum of one to two employees will ride in the vehicle simultaneously. The dump trucks will be fitted with steel rims, which are more resistant to impact cracks, dings, and pitting. The steel rims also protect against damage from deicers, gravel, and brake dust.

The 2003 and 2004 vehicles will be auctioned, and the proceeds will be returned to the Fleet Replacement Fund.

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 to purchase the item. The Texas Local Government Code Chapters 271 and 791 allow government agencies to participate voluntarily in these cooperative arrangements.

FUNDING SOURCE:

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

Available Budget	Purchase Amount	After Encumber
$829,679.54	$219,924.72	$609,754.82

ACTION ALTERNATIVES:
1. Award a bid and authorize a cooperative purchasing agreement with Southwest International Trucks, Inc. for the purchase of two dump trucks through BuyBoard Contract 723-23 in the expenditure amount of $219,924.72.
2. Do not award a bid and authorize a cooperative purchasing agreement with Southwest International Trucks, Inc. for the purchase of two dump trucks through BuyBoard Contract 723-23 in the expenditure amount of $219,924.72.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-209 - Purchase of Two Dump Trucks with Exhibit

RESOLUTION NO. 2024-209

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH SOUTHWEST INTERNATIONAL TRUCKS, INC. FOR THE PURCHASE OF TWO DUMP TRUCKS THROUGH BUYBOARD CONTRACT 723-23 IN THE EXPENDITURE AMOUNT OF $219,924.72, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the Local Government Purchasing Cooperative (BuyBoard) for products and services; and

WHEREAS, BuyBoard has taken sealed bids for Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service, and a contract was awarded to Southwest International Trucks.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a cooperative purchasing agreement with Southwest International Trucks, Inc. for the purchase of two dump trucks through BuyBoard Contract 723-23 in the expenditure amount of $219,924.72, attached hereto and incorporated herein as Exhibit A.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of March, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

Texas Local Government Purchasing Cooperative

The Buy Board

PRICING WORKSHEET			*Proposal # 8827-01*		
Buying Agency: City of Duncanville			Date Prepared		1/31/2024
Southwest International Trucks			Contract 723-23		
Product Description: 2025 International MV607					
25,999 GVWR			MV607 4x2 is base chassis		
Contact Person: Asa Low			Item: Base Chassis Bid	$	59,954.36
B: Options	Option cost is MSRP				
Two front tow hooks	84.00		Air horn		94.00
120,000 PSI frame rails	515.00		Additional power source		109.00
License plate holder	29.00		Bug screen		171.00
12,000 Lb. front axle and suspension	555.00		Cummins B6.7 250 HP/660 torque		2,800.00
Trailer connections with protection valve	542.00		Engine control remote mounted		60.00
Drain valve	30.00		Allison 2500 RDS 6 speed transmission		4,839.00
Air brake ABS system	1,357.00		Synthetic transmission oil		151.00
Bendix air dryer	450.00		21,000 lb. rear axle and suspension		2,720.00
Cummins air compressor	69.00		50 gallon aluminum fuel tank		150.00
2 air tanks mounted under battery box	158.00		Factory installed air conditioner		923.00
Dust shields for front and rear brakes	105.00		Interior grab handle/ orange seat belts		59.00
S-cam front and rear brakes	100.00		Air cleaner restriction gauge		30.00
Tilting steering column	125.00		Air ride driver's seat/ two man passenger seat		692.00
Sheppard steering gear	120.00		Pedestal mirrors/ Hood mirrors		567.00
Dana Spicer driveline system	96.00		Power windows and door locks		367.00
Exhaust system with short tailpipe	1,161.00		Fresh air filter		76.00
Body builder wiring	100.00		Steel front and rear wheels		72.00
Electric trailer brake accommodation package	486.00		11R22.5 Continental front and rear tires		3,368.00
2 batteries 1900CCA with steel battery box	242.00		PTO Accommodation switch		148.00
AM/FM radio with speakers	416.00		Factory surcharge		$2,500.00
Back up alarm	$120.00				
Turn signals LED	$197.00				
Clearance/Marker lights	$70.00				
Test exterior light switch	$42.00				
Delco Remy starting motor	$193.00				
Subtotal Column 1:	$ 7,362.00		Subtotal Column 2:		$19,896.00
Total Options				$	27,258.00
CHASSIS WITH FACTORY OPTIONS				$	87,212.36
TOTAL BODY PRICE	See attached body spec sheet				21,800.00
	Warren body quote # 14666				

Additional Options:		
Buy Board Fee		200.00
Transportation		0.00
DOT Inspection with Fire Extinguisher and Road Flare Kit		750.00
	TOTAL BUY BOARD PRICE	$109,962.36
	PRICE FOR 2 VEHICLES	$219,924.72

Tanner Bragg
Southwest International Trucks-Arlington.
Arlington, Texas 76010
Fax# 817-861-7084
Office# 817-664-2906
E-mail Address: tanner.bragg@swit-tx.com

DUE TO LONG LEAD TIMES, PRICE IS SUBJECT TO FURTHER INCREASES

To purchase this unit, please issue a purchase order to Southwest International Trucks, Inc. and send it to the Buy Board.
We will order your truck when we receive notification from the Buy Board of your purchase order.

Thank you,
Tanner Bragg

1/31/20243:10 PM

Quote WTTLLC00014666

Date 1/4/2024

Warren Truck and Trailer, LLC
15768 US HIGHWAY 271 NORTH
Talco TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

Bill To	Ship To	Contact
SOUTHWEST INTERNATIONL TRUCKS, INC. 2401 E PIONEER PARKWAY ARLINGTON TX 76010	SOUTHWEST INTERNATIONL TRUCKS, INC. 3722 IRVING BLVD DALLAS TX 75247	TANNER BRAGG (817) 461-2931 Ext. 0000

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	SOU069	CHRIS	DELIVERED	Net30	0/0/0000	10,023,073

QTY	Item Number	Description	UOM	Unit Price	Ext. Price
1	F-10	DUMP BODY - FRAME TYPE - 10' Q-14666 CITY OF DUNCANVILLE Yardage: 6/8 Floor Material: 3/16 A1011 Front / Material: 38" 10 GA A1011 Side / Material: 32" 10 GA A1011 Vertical Side Brace: Yes Horizontal Brace: No Hoist / Cylinder: T10-5383 Hyd Tank: Steel Side Mount (600-80102) Hydraulics: 85 CC Gear Pump w DIN Shaft Tipping Valve: Chassis Mount	EA	$21,400.00	$21,400.00
1	TAILGATE	Air Operated: Yes Panel: 3 Vertical Material: 10 GA A1011 Height: 38 Slope: None Chains: 5/16" Double Acting: Yes High Lift Gate: No Side Swing - Ground Operated: No Center Opening: No Material Gate: None Water Tight: None	Each	$0.00	$0.00
1	DB OPTIONS # 1	Cabshield: Full Width-1/2 (24") Asphalt Apron: None Bolt On: No Center Board Pockets: No	Each	$0.00	$0.00
1	LIGHTS	Lights/Harness: LED Lights and Standard Harness Oval STT: STT (1) PER REAR CORNER POST SURFACE MOUNT OVAL AMBER STROBE (1) PER REAR CORNER POST - M63353Y SURFACE MOUNT OVAL AMBER STROBE (2) ON FRONT OF CAB PROTECTOR L&R - M63353Y	Each	$0.00	$0.00

Quote WTTLLC00014666

Date 1/4/2024

Warren Truck and Trailer, LLC
15768 US HIGHWAY 271 NORTH
Talco TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	SOU069	CHRIS	DELIVERED	Net30	0/0/0000	10,023,073

QTY	Item Number	Description	UOM	Unit Price	Ext. Price
1	INSTALL	Hydraulic Hoses/Fittings: Yes Pump: 85 CC Gear Pump w DIN Shaft Console: AIR - USE PTO SWITCH IF PROVIDED Conspicuity Tape: No Mudflaps and Brackets: Yes Chrome Turnouts: No Splash/Gravel Guards: No Side Boards: Metal -2x6 Covers: No Wires in Conduit No Delivery Fuel/Charges: Yes ALL WIRES IN SPLIT LOOM AN SECURED TO FRAME - NO SCOTCH-LOCKS OR TWIST TYPE CONNECTORS	Each	$0.00	$0.00
1	PAINT	Color: Warren Black (800-80007)	Each	$0.00	$0.00
1	PTO	POWER TAKE OFF PTO Muncie CS Series ALLLISON TRANSMISSION Note: Not following OEM maintenance can result in non warrantable failure. Check for leaks and loose mounting hardware within first week of use. Recheck at regular maintenance periods (see OEM manual for intervals).	EA	$0.00	$0.00
1	TARP SYSTEM	TARP system - installed Installation: Installed Brand: Pull Tarp S-8 SUPERSHIELD Manual / Electric: Manual Type: Pull Aluminum / Steel: Steel Bent Arm: Yes Tarp Size: 90"x18' Tarp Type: Mesh Side Flaps: No PULL TARP WITH ARMS.	EA	$0.00	$0.00
1	TOW PACKAGE	Pintle Plate: 1" Pintle Hitch: 20 Ton Glad Hands: Yes D-Rings: Yes Tow Hooks: No Electric Plug: 6 Way & 7 Way Pup Rigging: No	Each	$0.00	$0.00

Quote WTTLLC00014666

Date 1/4/2024

Warren Truck and Trailer, LLC
15768 US HIGHWAY 271 NORTH
Talco TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	SOU069	CHRIS	DELIVERED	Net30	0/0/0000	10,023,073

QTY	Item Number	Description	UOM	Unit Price	Ext. Price
		S,T,T, & BACKUP GROMMET MOUNTED LEFT AND RIGHT SIDES OF PLATE.			
1	BRAKE CONTROLLER	12v ELECTRIC BRAKE CONTROLLER WIRED TO 6 WAY PLUG BUYERS BC2A	Each	$0.00	$0.00
1	DELIVERY	DELIVER COMPLETED UNIT TO SWIT IRVING BLVD. DELIVERY AND FUEL CHARGES SHOWN BELOW. ($400.00/ UNIT)	Each	$0.00	$0.00

Quotation reviewed and accepted by:
(signed)_____
Please fax back to us for entry as an order
NOTE: Quotation good for 10 days only

Subtotal	$21,400.00
Misc	$0.00
Tax	$0.00
Ship & Handling	$400.00
Trade In Allowance	$0.00
Total	$21,800.00

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Consider a Resolution authorizing the procurement of goods and services to replace the fiber connection between D.L. Hopkins Jr. Senior Center and Central Services Building 103, in the expenditure amount of $54,367.01.

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:
Gwendolyn Spencer, Chief Information Officer

BACKGROUND/HISTORY:
In late January 2024, theCityexperienced a service outagebetween D.L. Hopkins Jr. Senior Centerand City Halldueto damaged fiber in Armstrong Park.The fiber connection disruption impacted the program offerings at the Senior Center. Information Technology working with vendor partners tried to find and repair the damaged fiber without success.A temporary work-around was implemented to restore telecommunications services, telephone and desktop. Programmed services provided through Parks and Recreationthat are technology dependent have not fully beenrestored.

City staff contacted several vendors partners,to develop a cost-efficient solution to replace the fiber and restore the technology infrastructure to support mission critical systems and the program offerings at the Senior Center.The solution is as follows:

- Project Management,
- Boring (trenching) from Central Services to the Senior Center,

- Installation of new conduit (includes EMTs, Wall box, LC Connectors), and
- the pulling 12 count fiber (includes Panel, Handhole/Pull Box/ Vault and Connectors.

To address the mission critical telecommunications service requirements, an emergency was declared.The cost of this solution is $54,367.01.

POLICY EXPLANATION:
By approving this Resolution, the City Council approves the acquisition of telecommunication services –fiber installationwhich is critical to sustain and/or enhance the city-wide operations.

FUNDING SOURCE:

ORG and Object Number
410-700232

Available Budget	Purchase Amount	After Encumber
$137,002.45	$54,367.01	$82,635.44

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

ATTACHMENTS:
Resolution No. - 2024-233 - Telecommunication Services

RESOLUTION NO. 2024-233

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE ACQUISITION OF TELECOMMUNICATION SERVICES FOR THE FIBER INSTALLATION BETWEEN 206 JAMES COLLINS BOULEVARD AND 103 E. WHEATLAND ROAD THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR), CONTRACT NUMBER DIR-CPO-5212, IN THE ESTIMATED EXPENDITURE AMOUNT OF $54,367.01; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary for the City to have operational telecommunication services to all facilities; and

WHEREAS, it is the installation of fiber between the two City building is critical for the ongoing security operations and programmed services for the DL Hopkins Senior Center; and

WHEREAS, the City staff solicited proposals for the installation of fiber between 206 James Collins Boulevard and 103 E. Wheatland Road; and

WHEREAS, the Texas Department of Information Resources, Contract Number DIR-CPO-5212, has been awarded to The Wilkins Group, Inc for Telecommunication Services – Fiber Installation; and

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

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

SECTION 1. The City Council hereby approves the execution of an agreement and/or purchase order for the acquisition of equipment and services from The Wilkins Group, Inc., through Texas Department of Information Resources, Contract Number DIR-CPO-5212, in accordance with its unit prices, in the amount not to exceed $54,367.01 and the City Manager or his designee is hereby authorized to issue the appropriate purchase orders.

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

DULY RESOLVED AND ADOPTED by the City Council of the City Duncanville, Texas, on the 5th day of March 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Consider a Resolution authorizing the approval of a Earnest Money contract agreement be for the purchase of real property at 200 W. Center Street, Duncanville, Texas 75116.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jeremiah Brewer, MPA, Economic Development Coordinator

BACKGROUND/HISTORY:
The Duncanville Community and Economic Development Corporation has identified 200 W. Center St. as a parcel of land to purchase and develop.

POLICY EXPLANATION:
The Duncanville Community and Economic Development Corporation (DCEDC) unanimously approved the purchase of the property at its February 29, 2024 meeting, with a purchase price of $650,000.00. A survey plat is not available for this parcel. The purchase of this parcel will support the development of Downtown Duncanville by allowing the DCEDC to directly support the redevelopment of multiple properties and buildings and provide additional points of access for fire protection. Additionally, the DCEDC is considering options for the reuse of the existing building, while longer term plans are contemplated for the further development of the parcel in an effort to support the Downtown Duncanville vision.

FUNDING SOURCE:

ORG and Object Number
12051000 (Development Incentives) and 708501 (Economic Development Incentives)

Available Budget	Purchase Amount	After Encumber
$1,861,568.68	$650,000.00	$1,211,568.68

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Resolution No. 2024-230 - Purchase of 200 W. Center St.
200 W Center Earnest Money Contract DCEDC Feb 2024

RESOLUTION NO. 2024-230

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION TO PURCHASE THE REAL PROPERTY AT 200 W. CENTER STREET IN AN EXPENDITURE AMOUNT NOT TO EXCEED $650,000; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS AND AGREEMENTS RELATING TO THE SALE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Duncanville Community and Economic Development Corporation has identified a parcel of land, with a physical address of 200 W. Center Street in Duncanville, which the Corporation desires to own and develop; and,

WHEREAS, The City Council desires to authorize the Duncanville Community and Economic Development Corporation to purchase the land.

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

SECTION 1. The Duncanville Community and Economic Development Corporation is hereby authorized to purchase the real property located at 200 W. Center Street with an expenditure amount not to exceed $650,000.00; and,

SECTION 2. The City Manager is hereby authorized to sign all documents and agreements relating to the sale; and,

SECTION 3. This resolution shall become effective immediately upon its adoption.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of March, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EARNEST MONEY CONTRACT

This Earnest Money Contract ("Contract") is entered into as of the Effective Date (as hereinafter defined) by and between **S.E. FUNERAL HOMES OF TEXAS, INC.**, a Texas corporation ("Seller") and DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION. ("Buyer");

W I T N E S S E T H:

For and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, that certain real property located at 200 W Center St Duncanville, Texas 75116 as more particularly described in **Exhibit "A"** attached hereto and made a part hereof (which description shall be modified to conform to the description set forth on the Survey (provided for in Section 4(c) hereof), together with all of Seller's right, title and interest in and to any easements, rights-of-way or other interests in, on or to the described land together with all improvements located thereon, all and singular, and the rights and appurtenances pertaining thereto (the land and other property and rights which are described in this paragraph and which are being conveyed to Buyer pursuant to this Contract are herein together referred to as the "Property")

The Property must be conveyed by Seller to Buyer free and clear of all liens, claims, encumbrances, easements, rights-of-way, reservations, restrictions, outstanding mineral interests and other matters affecting the Property or the title thereto except for the Permitted Exceptions (as defined in Section 6(a) hereof), for the price and upon and subject to the terms, provisions and conditions hereinafter set forth. Seller's conveyance to Buyer shall be by Special Warranty Deed and shall be subject to the use restrictions ("Use Restrictions") described in Exhibit "B" attached hereto.

1. CONTRACT SALE PRICE: The sales price ("Sales Price") for the Property is **Six Hundred Fifty Thousand and No/100th Dollars ($650,000.00)** all of which shall be due and payable to Seller in cash or immediately available funds at Closing (as hereinafter defined).

2. EARNEST MONEY: Upon execution of this Contract by both parties, the Contract, together with **Ten Thousand and No/100th Dollars ($10,000.00)** in the form of a certified check, cashier's check or wire transfer ("Earnest Money") shall be delivered to Capital Title Company, 4851 LBJ Freeway, Suite 1100, Dallas, Texas, 75240, and Attention: Eric Dahlberg, (214) 919-3019 (“Title Company”). The effective date ("Effective Date") of this Contract shall be the date when the fully executed copy of this Contract, with Earnest Money attached, is delivered to the Title Company and receipted by the Title Company (see Page 11). Earnest Money shall be invested by the Title Company in an interest bearing account with a federally insured institution. Any interest earned on the account shall become additional Earnest Money. At Closing, the Earnest Money, plus interest, shall be applied to the Sales Price.

3. CLOSING: The closing of the sale ("Closing") shall take place at the offices of the Title Company on a mutually agreeable date within **twenty (20) calendar days** following the expiration of the Due Diligence Period (as hereinafter defined) the actual date on which the Closing occurs being herein referred to as the Closing Date ("Closing Date").

(a) Seller's Closing Responsibilities: At the Closing, Seller shall deliver or cause to be delivered to Buyer or the Title Company, as the case may be, the following:

(i) A good and sufficient Special Warranty Deed ("Deed"), in form and substance reasonably acceptable to Buyer granting and conveying to Buyer good and indefeasible title in fee simple to the Property subject only to the Permitted Exceptions as provided for in Section 6(a) of this Contract and the Use Restrictions set out in Exhibit “B” hereto;

(ii) An Owner's Title Insurance Policy in favor of Buyer dated as of the Closing Date showing fee simple title to the Property to be vested in Buyer subject only to the Permitted Exceptions;

(iii) Evidence of Seller's capacity and authority to close this Contract and the transactions provided for herein;

(iv) A non-foreign person affidavit pursuant to Section 1445 of the Internal Revenue Code, as amended;

(v) Payment of Seller's expenses as necessary to close this transaction;

(vi) Other documents duly executed reasonably necessary to close this transaction;

(b) Buyer's Closing Responsibilities: At the Closing, Buyer shall deliver or cause to be delivered to Seller or the Title Company, as the case may be, the following:

(i) Balance of the Sales Price;

(ii) Evidence of Buyer's capacity and authority to close this Contract and the transaction provided for herein;

(iii) Payment of Buyer's expenses as necessary to close this transaction;

(iv.) Other documents duly executed reasonably necessary to close this transaction;

4. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS: Each of the following is a condition precedent to Buyer's obligation to purchase the Property pursuant to this Contract:

(a) Due Diligence: Buyer shall have **ninety (90) calendar days** from the Effective Date ("Due Diligence Period"), to perform any reasonable and customary nondestructive feasibility studies, title, survey, zoning, financing, inspections, tests and environmental assessments, etc. Seller shall make the Property available to Buyer for inspection and studies and shall have the utilities turned on for such purpose. Buyer is entitled to Two~~One~~ (2~~1~~) successive options to extend the Due Diligence Period, (Due Diligence Period Extension) for a period of thirty (30) days each. To exercise this option Buyer shall deposit an additional Ten Thousand and No/100ths ($10,000.00) with the Title Company. The extension fee shall be non-refundable, but applicable to the purchase price in the event the sales transaction is completed. Buyer may elect to terminate the Contract for any reason or no reason whatsoever on or prior to the expiration of the Due Diligence Period and receive a return of the Earnest Money. Upon the expiration of the Due Diligence Period and the election or failure of Buyer to timely terminate the Contract, the Earnest Money

shall become the sole property of the Seller and shall be non-refundable but applicable to the Sales Price in the event of a timely Closing of this Contract, and shall be immediately delivered by the Title Company to Seller without further notice or authorization. In the event Buyer does not timely terminate this Contract, this Contract shall continue in full force and effect according to its terms and conditions.

(b) Title Commitment: Seller shall, within **fifteen (15) calendar days** after the Effective Date, obtain from the Title Company and deliver to Buyer, at Seller's cost, a commitment for title insurance in the amount of the Sales Price ("Commitment") for a standard Texas Land Title Association owner's policy to be issued by the Title Company together with copies of all recorded instruments affecting the Property shown as exceptions in the Commitment.

(c) Survey: Buyer shall, within **Sixty (60) calendar days** after the Effective Date, obtain and deliver to Seller and the Title Company a current survey of the Property ("Survey") prepared by a surveyor ("Surveyor") licensed to do business in Texas, at Buyer's cost, which Survey shall be certified to Seller, Buyer and the Title Company, and shall be sufficient to cause the Title Company to delete, at Buyer's cost and expense, the printed exception for "discrepancies, conflicts or shortages in area or boundary lines, or encroachments, or any overlapping of improvements" ("Survey Exception") in the Owner's Title Insurance Policy to be delivered to Buyer at the Closing. The Survey shall be an ALTA/ACSM survey prepared in accordance with "Minimum Standard Detail requirements for ALTA/ACSM Land Title Surveys.

5. BUYER'S OBLIGATIONS:

(a) Governmental Approvals; Closing Date Extension: Buyer hereby acknowledges and agrees that Buyer shall be solely responsible for obtaining any and all necessary governmental approvals that the Buyer deems necessary or ~~including~~prudent including development and building permits, appearances, subdivisions, plats (and re-subdivisions and re-plats), zoning or rezoning, site plans, traffic, utility and drainage approvals required by any governmental authority having jurisdiction over the Property, to enable Buyer to purchase and develop the Property ("Governmental Approvals"). Buyer agrees to use Buyer's diligent, good faith efforts without delay to obtain all such Governmental Approvals. Seller, at no cost and expense to Seller, shall

cooperate with Buyer and join with Buyer in the signing of any documents necessary to obtain such Governmental Approvals. Seller shall have the right but not the obligation to join with Buyer as a co-applicant on any filings or documents made or executed as a part of obtaining the Governmental Approvals, provided, however, in no event shall Seller be obligated, prior to Closing, to sign or deliver any such documents which bind Seller or the Property or create easements or dedications on final plats in respect to the Property. If Seller joins Buyer as a co-applicant to secure any Governmental Approvals, Buyer shall indemnify and hold harmless Seller from all liability arising as a result of Seller being an applicant for such approvals including liability for costs or fees, costs of preparing plans or other items to be submitted and costs to carry out any requirements of any governmental agency made as a part of such approval process or arising as a result of any application or submittal.

(b) Buyer's Due Diligence Obligations: Buyer agrees to perform all Due Diligence concerning the Property that Buyer deems appropriate within the Due Diligence Period. In this regard, Buyer or his designated agents may enter upon the Property after twenty four (24) hours prior notice to Stanley Smith with eXp Realty (SCI Contact) (Cell: 214-354-1679) **(**Email: stan@stanleysmith.realtor**)** for purposes of performing such Due Diligence. Buyer shall furnish Seller upon Seller's written request, , with copies of all reports, studies, analysis and development plans or requirements prepared by or for Buyer as a part of Buyer's Due Diligence to the extent Buyer is not restricted from doing so by contract or applicable by law.. In the event the transaction described in this Contract shall not close, Buyer shall restore the Property to its prior condition, if changed as a result of Buyer's Due Diligence. All Due Diligence shall be at Buyer's sole cost and expense. **Whether or not the transaction described in this Contract shall close, Buyer shall indemnify, defend and hold Seller harmless from and against all claims, actions, damages, liability, loss, costs, attorney's fees and expenses related to or arising from the Due Diligence performed by Buyer, or at Buyer's direction, even if such occurrence(s) were caused by the negligence of Seller to the extent, but no further, that Seller's negligence is based upon Seller's entry into this Contract, the grant of inspection and entry rights to Buyer or Seller's failure to monitor or supervise Buyer's, Buyer's agents', contractors' or employees' activities on the Property.**

6. OTHER AGREEMENTS:

(a) Title Insurance Costs; Title Approval; Survey Approval: Except for the cost of the Commitment, Buyer shall be responsible for all title insurance costs including the premium for the Owner's Title Insurance Policy. If Buyer has an objection to items disclosed in the Commitment or the Survey provided for herein, Buyer shall within five (5) calendar days after receipt of both the Commitment and the Survey ("Objection Period") make written objections to Seller concerning matters shown on the Commitment or Survey. If Buyer makes objections, Seller agrees to use reasonable efforts to cure such objections within ten (10) calendar days from the receipt thereof ("Cure Period") with the understanding and agreement that Seller is not obligated either to incur costs in excess of Two Thousand and No/100 Dollars ($2,000.00) or to institute litigation in pursuing any such efforts, but shall in all events be obligated to obtain the release of any liens against the Property voluntarily granted by Seller after the Effective Date. If the written objections are not cured or satisfied within the Cure Period, Buyer shall, as Buyer's sole and exclusive remedy, elect by written notice delivered to Seller within ten (10) calendar days after the Cure Period either (a) to terminate this Contract, or (b) to waive the unsatisfied objections and close the transaction with no reduction in the Sales Price. If Buyer fails to timely notify Seller in writing of any such objections during the Objection Period, it shall be deemed that Buyer has approved and found the Commitment, the Survey and all matters reflected on or in any of them to be acceptable and permitted hereunder and Buyer agrees to take title to the Property subject to such matters. Any items to which Buyer does not object in writing within the Objection Period or to which Buyer does object but subsequently waives (or is deemed to have waived) such objection shall be deemed to be a permitted exception(s) ("Permitted Exceptions").

(b) PROPERTY CONDITION; AS IS, WHERE IS: BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS EXPERIENCED IN THE ACQUISITION, DEVELOPMENT, OWNERSHIP AND OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT PRIOR TO THE CLOSING, BUYER WILL HAVE PERFORMED DUE DILIGENCE TO BUYER'S SOLE SATISFACTION. BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS RELYING ON BUYER'S (OR BUYER'S REPRESENTATIVES') DUE DILIGENCE OF THE PROPERTY AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE BY SELLER OR ANY OF SELLER'S REPRESENTATIVES. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS CONTRACT, BUYER HEREBY AGREES

TO ACCEPT THE PROPERTY ON THE CLOSING DATE IN ITS "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS, AND WITHOUT REPRESENTATION(S) AND/OR WARRANTY (IES) BY SELLER OF ANY KIND, EXPRESS OR IMPLIED, OR ANY ARISING BY OPERATION OF LAW, EXCEPT ONLY THE TITLE WARRANTIES SET FORTH IN THE DEED DELIVERED BY SELLER TO BUYER AT THE CLOSING.

(c) Broker's Fee: Buyer and Seller represent and warrant to each other that no real estate commissions, finders' fees or brokers' fees have been or will be incurred in connection with the sale of the Property by Seller to Buyer except that in the event of a Closing, Seller shall be responsible for the payment of a commission to eXp Realty (Stanley Smith) in accordance with the terms of a separate agreement. Buyer and Seller shall indemnify, protect, defend and hold the other harmless against any such claims made through the parties hereto.

(d) Possession: Possession of the Property (subject to the rights of parties claiming under the Permitted Exceptions) shall be delivered to Buyer at Closing.

(e) Sale Expenses: The following sale expenses shall be allocated between the parties, as follows:

(i) Seller's Expenses: All costs of releasing existing liens and recording the releases, 1/2 of any Closing or escrow fee, preparation of the deed, and other expenses stipulated to be paid by Seller under other provisions of this Contract.

(ii) Buyer's Expenses: All expenses incident to any loan, Mortgagee's Title Insurance Policy premiums, Owners Title Insurance Policy, 1/2 of any Closing or Escrow fee, Survey cost, all costs for endorsements, all recording and documentary fees, Due Diligence costs and expenses, all expenses incurred in obtaining Governmental Approvals, and other expenses stipulated to be paid by Buyer under other provisions of this Contract.

(f) Prorations: All water and other utility charges, assessments, current standby fees, and sales, ad valorem and any other taxes, fuels, prepaid service contracts, expenses and charges and any rents and maintenance fees shall be prorated to the Closing Date, and such prorations shall be

final. The real estate taxes shall be prorated to the Closing Date on the basis of 100% of the most recent annual ad valorem taxes and such proration shall be final as of the Closing.

(g) Use Of Property: If after the Closing or during the term of this Contract, Buyer, or Seller on behalf of Buyer, changes the use of the Property and the same results in the assessment of additional taxes for the current or any past year, or this sale results in the assessment of additional taxes for the current or any past year, such additional taxes shall be the sole obligation of the Buyer.

(h) Condemnation: If any substantial part of the land area of the Property (more than twenty percent (20%) is condemned prior to the Closing Date, or written notice of such condemnation is delivered to Seller prior to the Closing Date, Seller shall promptly give Buyer written notice of such condemnation. In the event of a condemnation, Buyer shall have the option either (i) to apply the proceeds of any condemnation award actually received by Seller prior to the Closing to reduce the Sales Price provided herein (or, in the event such proceeds have not been so received, to accept at the Closing an assignment of Seller's rights therein and consummate the sale without reduction in the Sales Price), or (ii) to declare this Contract terminated by delivering written notice of termination to Seller within ten (10) calendar days after Buyer receives written notice of the condemnation. If Buyer elects to terminate this Contract, all awards and compensation arising out of said condemnation shall be the sole property of the Seller.

(i) Other Consideration/Conditions: None (intentionally left blank)

7. TERMINATION; DEFAULT OR BREACH:

(a) Termination: If this Contract is terminated for any reason, at Buyer's sole discretion, during the Due Diligence Period and if Buyer is not then in breach hereof, the Earnest Money shall be returned to Buyer and neither party hereto shall have any other or further rights, duties or liabilities under this Contract. If this Contract is terminated after the Due Diligence Period for any reason other than default or breach of this Contract by either party, and if Buyer is not then in breach hereof, then the Earnest Money shall be returned to Buyer and neither party hereto shall have any other or further rights, duties or obligations under this Contract.

(b) Default Or Breach: If Buyer defaults under or breaches this Contract for any reason other than Seller's default or breach hereunder, Seller may, as Seller's sole and exclusive remedy, terminate this Contract and receive the Earnest Money as liquidated damages. If Seller defaults under or breaches this Contract for any reason other than Buyer's default or breach under this Contract, Buyer may, as Buyer's sole and exclusive remedies, and provided Buyer is not in breach or default hereof, either (i) terminate this Contract and receive the Earnest Money, thereby releasing Seller from this Contract, or (ii) enforce specific performance of the Seller's obligations contained in this Contract. Under no circumstances shall Seller be liable to Buyer under this Contract for damages specifically including consequential damages.

8. REPRESENTATIONS AND WARRANTIES OF SELLER:

(a) Seller hereby represents and warrants to Buyer as follows, which representations and warranties shall be deemed made by Seller to Buyer also as of the Closing Date:

(i) Seller is duly authorized and empowered to sell the Property.

(ii) Seller has paid during Seller's ownership, all standby fees, taxes, charges, debts and other assessments due by Seller with respect to the Property;

(iii) There will be no unrecorded liens or Uniform Commercial Code security interests against any of the Property which arose by the actions of Seller and which will not be satisfied out of the Sales Price;

(b) If any representation or warranty above is known by Buyer, prior to the Closing, to be untrue and is not remedied by Seller prior to the Closing, Buyer may, as Buyer's sole and exclusive remedy on account thereof, either:

(i) terminate this Contract, or

(ii) waive Buyer's objections and close the transaction with no reduction in the Sales Price.

9. MISCELLANEOUS:

(a) Any notice required or permitted to be delivered hereunder shall be deemed received when personally delivered, or three (3) calendar days following deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, or when delivered by a reputable overnight delivery service (such as Federal Express, UPS, or Airborne), addressed to Seller or Buyer, as the case may be, by delivering the same in person to such party; by facsimile; or by confirmed email. Notice given in accordance herewith shall be effective upon the earlier of actual receipt at the address of the addressee or three (3) days after depositing the same in the U.S. mail as aforesaid, or one (1) business day after forwarding by overnight courier service, or immediately with confirmation by facsimile or email, as the case may be, at the address set forth below the signature of such party in this Contract.

(b) This Contract shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in the County of Dallas, Texas.

(c) This Contract shall be binding upon and inure to the benefit of the parties hereto and, subject to
Section 10 hereof, their successors and assigns.

(d) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal and unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(e) This Contract, including Exhibits “A” & “B” attached hereto, and the other items delivered pursuant hereto, constitutes the complete agreement of the parties and supersedes all prior understandings or written or oral agreements between the parties respecting the within subject matter and cannot be changed amended or supplemented except by their written consent. This Contract as well as any amendments and/or supplements may be executed in counterparts, all of which shall be deemed to constitute one document.

(f) **Time is of the essence in this Contract**. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act. As used herein, any reference to a number of days shall mean calendar days. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

(g) This Contract and all provisions contained herein are strictly confidential. Buyer and Seller are responsible for ensuring that this Contract and all provisions herein are kept confidential by their respective officers, agents, directors, employees, attorneys, brokers, contractors, affiliates, vendors and any other person retained in relation to this Contract.

10. ASSIGNMENT: Buyer may assign this Contract without the prior written consent of Seller, and the approval of any such assignment shall not relieve Buyer from performing all of the obligations, covenants and agreements of Buyer hereunder, whether arising prior to or after the date of such assignment.

11. LIKE-KIND EXCHANGE: Seller or Buyer may desire to consummate the sale or purchase of the Property as a like-kind exchange within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, ("1031 Election") and the regulations promulgated thereunder. Seller and Buyer agree to cooperate with the other in this regard and shall, at Seller or Buyer's request, execute and deliver such documents, instrument and agreements as may be necessary therefor or related thereto; provided, however, Seller and Buyer shall not be obligated to accept title to any other land or property other than the Property or to incur any additional costs or expenses associated with any such 1031 Election.

12. OFFER AND ACCEPTANCE: Execution of this Contract by Seller and submission of the same to Buyer constitutes an offer by Seller to sell the Property on the terms and provisions set forth herein. Buyer shall have until **(Tuesday, March, 12th, 2024)** to accept such offer by (a) executing the Contract; and (b) causing the same together with the Earnest Money to be delivered to the Title Company as provided for herein. If Buyer does not accept such offer by such date and time and in the manner specified above, or if Buyer shall modify this Contract in any manner and shall tender the modified version of this Contract to the Title Company or Seller, then in any such event, Seller's offer shall be automatically terminated and of no

further force and effect, and Seller shall have no obligation under this Contract. If Seller's offer is accepted by such date and time, the Contract shall become an agreement of purchase and sale between Seller and Buyer, performable and enforceable by each party in accordance with its terms.

13. EXECUTIVE MANAGEMENT'S APPROVAL: This Contract is subject to the approval of the Seller's Executive Management within ten (10) calendar days after the Effective Date. Seller will notify Buyer of approval or rejection. If Seller's approval is not delivered to Buyer within said ten (10) calendar day period, the Contract shall be null and void.

14. CITY COUNCIL APPROVAL: This Contract is further subject to the approval of the City Council of the City of Duncanville, Texas in compliance with the governing documents of Buyer and applicable law ("Council Approval") by the end of the Due Diligence Period, as extended. Buyer will notify Seller in writing of that Council Approval is obtained or that this Contract is rejected. If Buyer does not deliver written notice to Seller that City Council Approval has been obtained by the end of the Due Diligence Period, as extended, the Contract shall be null and void.

EXECUTED in multiple originals on the dates set forth by each party's signature, but effective upon the Effective Date as set forth within.

SELLER:	BUYER:
S.E FUNERAL HOMES OF TEXAS, INC. By: _____ Name: Michael L. Decell Title: Vice President Date: March , 2024	DUNCANVILLE COMMUNITY ECONOMIC DEVELOPMENT CORPORATION By: _____ Name: Kenneth Govan Title: Chairman Date: March , 2024
Seller's Address:	Buyer's Address:
1929 Allen Parkway, 7th Floor Houston, Texas 77019 Attention: Cameron Alexander Real Estate Department Email: Cameron.Alexander@sci-us.com Phone No.: 713.522.7473 Fax No.: 713.525.7394	203 E. Wheatland Road Duncanville, Texas Attention: Email: Phone No.: Fax No.:
With a copy to: Service Corporation International 1929 Allen Parkway, 7th Floor Houston, Texas 77019 Attention: Coy Zepeda Real Estate Closing Coordinator Email: Coy.Zepeda@sci-us.com Phone No.: Fax No.:	With a copy to: Harris Cook, LLP Attn: Paul J. Johnson 1309-A West Abram Street Arlington, Texas 76013 Email: paul@harriscooklaw.com Phone No.: 817.299.2842

Exhibit “A” - Property Description
Exhibit “B” - Use Restrictions

EARNEST MONEY RECEIPT

The Title Company hereby acknowledges receipt of this fully executed Contract and the Earnest Money in the amount of Ten Thousand and No/100ths Dollars ($10,000.00) on the _____ day of March, 2024~~3~~ ("Effective Date").

CAPITAL TITLE COMMERCIAL

By:_____
Name: Eric Dahlberg
Title: Executive Vice President and Senior Commercial Escrow Manager

EXHIBIT "A"

Legal Description

(To be provided by Seller upon receipt of acceptable Survey or Commitment)

EXHIBIT "B"

Use Restriction

The following USE RESTRICTION shall be included in the Deed and shall run with the Property:

"The Property shall be restricted from being used for a funeral home, crematory, cemetery, or for the sale of funeral, cremation and cemetery related services and/or merchandise. The recipient shall record the Deed Restriction together with the deed".

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Tim Maiden in an amount not to exceed $246,450.00 for a building located at 202 West Center Street, Duncanville, Texas, 75137.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jeremiah Brewer, MPA, Economic Development Coordinator

BACKGROUND/HISTORY:
The City of Duncanville Community and Economic Development Corporation (DCEDC) was formed in 1995. The Board of Directors oversees the DCEDC and allocates funds as part of Duncanville's comprehensive economic development plan. The DCEDC offers a variety of incentive grants designed to encourage redevelopment and beautification by providing financial resources to business owners for exterior property improvements. These tenets remain focal to the DCEDC economic development incentive policy which has since been revised on July 19th, 2022. The revisions have given the DCEDC more tools to spur economic development.

Grant money will be paid as a reimbursement after the project is complete. The recipient of the incentive grant must provide a written request including an affidavit of completion to the DCEDC Staff. The Building Permit Staff will then conduct an inspection of workmanship to ensure the project was completed according to all City Codes and Ordinances.

Grant amounts approved by the DCEDC include:

* Paint Grant $ 55,000;
* Landscape Grant $ 8,000;
* Signage Grant $ 12,250;
* Facade and Architectural $ 16,200;

* Demo, Redevelopment, Reuse Grant $ 45,000;
* Infrastructure Grant $ 110,000;

Total: $ 246,450

POLICY EXPLANATION:
The application by Tim Maiden was approved by the DCEDC on February 26, 2024, for incentive grants totaling $246,450.00. The grant requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number
12051000 (Development Incentives) - 708501 (Economic Development Incentives)

Available Budget	**Purchase Amount**	**After Encumber**
$2,262,000.00	$246,450.00	$2,015,500.00

ACTION ALTERNATIVES:
1. Approve the DCEDC incentive grant.
2. Do not approve funding.
3. Other actions as directed by Council.

ATTACHMENTS:
TIM MAIDEN & RENDERINGS
Estimate 1041
Rob - Budget Conceptual Pricing - 12-12-23
scan_keryne.smith_2024-02-29-17-04-28
Purchase of 202 W. Center St.

TIM MAIDEN

Managing Partner

Tim Maiden currently serves as an SVP at Comerica Bank and adjunct professor at University of North Texas at Dallas. At UNT Dallas, Tim serves as a member of the Advisory Board for the School of Business and the Credit Analysis Program. In addition, he provides board leadership to the Maiden Foundation, Goodwill Industries of Dallas, The Trust for Public Land of Texas, Dallas City Homes, Duncanville Outreach Ministry and others.

Tim graduated from Leadership Southwest in 2015 and Leadership Dallas in 2017. During this same time, Tim received the 2017 Chairman Award from the Duncanville Chamber of Commerce and was recognized by the Dallas Business Journal twice. In 2015, the Journal named him as a "40 Under 40" recipient, and in 2019 he became a Minority Business Leader honoree.

Tim received a Bachelor of Arts and Master of Liberal Arts degree from Texas Christian University. While at TCU, Tim Maiden lettered four years on the football team that was recognized as the Sun Bowl Champion in 1998, Western Athletic Conference Football Conference Champion in 1999, 2000. Tim would later receive a Master in Christian Education from Dallas Baptist University in 2008 and previously served as an adjunct lecturer.

AWARDS AND RECOGNITION

- 2022 City of Duncanville - Champion of the City
- 2021 Simmons Bank - Volunteer of the Year
- 2020 D-Magazine Small Non-Profit Honoree
- 2020 Elite News - Williams Blair Community Award
- 2019 Parkland Hospital "Stand for Parkland" Award Recipient

- 2019 Dallas Business Journal's Minority Leader Award
- Current Adjunct Professor – UNT Dallas (School of Business)
- Current Treasurer – Duncanville Outreach Ministry
- Current Treasurer – Village Tech Schools (Duncanville)
- Former Chair and Treasurer - Duncanville Chamber of Commerce
- TCU Athletics "Business Hall of Fame Recognition"
- 2019 City of Cedar Hill Living Legend Award
- 2016-2019 Who's Who of Dallas Business
- 2018 NAACP Dallas - Outstanding Business Leader Award
- 2018 Ad Week "Rising Brand Stars of Dallas" Award
- 2018 Duncanville's Mayor Award
- 2017 Leadership Dallas Graduate
- 2015 TCU's Business Hall of Fame Inductee
- 2015 WFAA/ Cadillac "Shaping DFW" Honoree
- 2015 Dallas Business Journal's 40 Under 40 Recipient
- 2015 Leadership Southwest Graduate

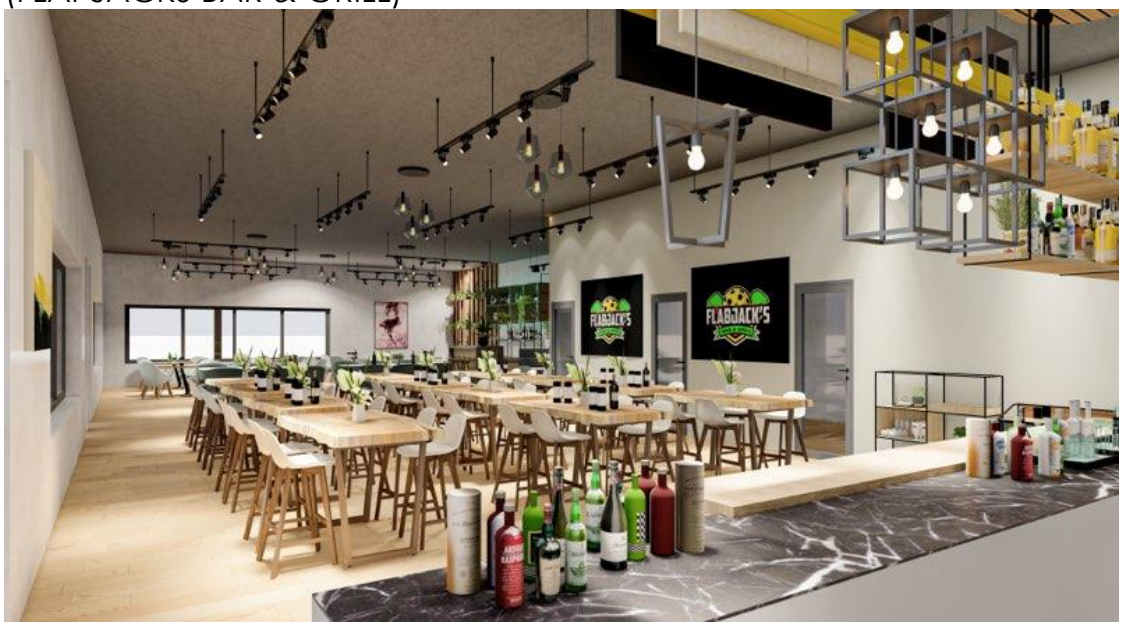
CONCEPTUAL PICKLEBALL COURTS

ACTUAL CONCEPT DESIGN

(THE STANDARD SERVICE – HEATH TX)

PROSPECTIVE RESTURANT TENANT

(FLAPJACKS BAR & GRILL)



ESTIMATE

Concrete by Covenant, LLC
1500 I-35e
Lancaster, TX 75146

eachlounge@gmail.com
+1 (214) 817-1958

NEI Development LLC:202 W Center, Duncanville

Bill to
NEI Development LLC

Ship to
NEI Development LLC

Estimate details
Estimate no.: 1041
Estimate date: 02/01/2024

#	Date	Product or service	SKU	Amount
1.		**Services** Demo & White Box Exterior Paint Trim Repair Railing Dump and Haul off		$70,000.00
2.		**Services** Dumpsters		$13,000.00
3.		**HVAC/MECHANICAL** Service & Update		$2,500.00
4.		**Services** RTU Removal & Haul off		$6,300.00
5.		**Electrical** Service & Update		$2,500.00
6.		**Plumbing** Service & Update		$3,500.00
7.		**Roofing** Roof Repair at RTU Opening		$18,000.00
8.		**Roofing** Remove and replace roof flashings		$2,500.00
9.		**Site Work** Clear & Prep existing site Excavate 7" of existing soil		$10,000.00

	Grade and compact 12" of existing sub-grade paving- 3% moisture/95% compaction; No lime of flex base	
10.	**Concrete** 7" paving, 3500 psi, #5's @ 18"oc-No curbs	$30,000.00
11.	**Concrete** Striping- Fire Lane Striping on new paving at main entry	$3,500.00
12.	**Paving** Site Paving TBD; Contingency and Allowance for sealant and partial repairs	$125,000.00
13.	**Concrete** Complete parking lot re-striping	$5,000.00
	Total	**$291,800.00**

Accepted date 02/01/2024

PROJECT CONSTRUCTION & DEVELOPMENT

Duncanville Center Street Mixed Use

12/12/2023

Alternate #1

DESCRIPTION	*Building Interior Demo/Exterior Renovations*								
	Quantity	Unit	U/P	LABOR	U/P	MATL/EQUIP	U/P	SUB	TOTAL
Sammy's proposal - interior demo to white box, exterior	1.00	LS	0.00	-	0.00	-	65,000.00	65,000	65,000
stone on entry facades, painting of all exterior face walls,		LS	0.00	-	0.00	-	0.00	-	0
powerwash sidewalks/face of sidewalk face walls, paint		LS	0.00	-	0.00	-	0.00	-	0
all columns/wood soffts, replace existing wood handrail		LF	0.00	-	0.00	-	0.00	-	0
w/top and bottom 2x4's and metal pickets, remove/replace		LS	0.00	-	0.00	-	0.00	-	0
existing wood steps/handrails;		LS	0.00	-	0.00	-	0.00	-	0
EXCLUDES: Dumpsters, rafter lookouts @ fascia, RTU		LS	0.00	-	0.00	-	0.00	-	0
RTU removal/haul-off, all MEP make safe disconnects;		LS	0.00	-	0.00	-	0.00	-	0
Rafter/column replacement - ALLOWANCE	1	LS	0.00	-	0.00	-	6,500.00	6,500	6,500
Dumpsters	22	LS	0.00	-	0.00	-	800.00	17,600	17,600
		EA	0.00	-	0.00	-	0.00	-	0
Mechanical:		LS	0.00	-	0.00	-	0.00	-	0
Make safe	1	LS	0.00	-	0.00	-	2,000.00	2,000	2,000
RTU/curbs removal/haul-off	9	LS	0.00	-	0.00	-	750.00	6,750	6,750
		EA	0.00	-	0.00	-	0.00	-	0
Electrical:	1	LS	0.00	-	0.00	-	2,500.00	2,500	2,500
Make safe		LS	0.00	-	0.00	-	0.00	-	0
		LS	0.00	-	0.00	-	0.00	-	0
Plumbing:	1	LS	0.00	-	0.00	-	3,000.00	3,000	3,000
Make safe/cut off valves		LS	0.00	-	0.00	-	0.00	-	0
		LS	0.00	-	0.00	-	0.00	-	0
Roofing:		LS	0.00	-	0.00	-	0.00	-	0
Roof patches at RTU openings including metal deck/insulation/TPO	9	LS	0.00	-	0.00	-	2,250.00	20,250	20,250
Misc. roof/flashing repairs due to existing conditions	1	EA	0.00	-	0.00	-	3,000.00	3,000	3,000
		LS	0.00	-	0.00	-	0.00	-	0
SUBTOTAL				-		-		126,600	126,600
PTI & TAX		0.00%	-	0.00%	-				0
						BR Insurance-By Owner	**0.00%**		177
						GL Insurance-By Owner	**0.00%**		1,203
						Safety	**0.00%**		0
						PCMS	**0.00%**		0
						CM FEE	**10.00%**		12,660
							TOTAL		140,640

Alternate #2									
DESCRIPTION	*Site Paving - Hammerhead Only Per Fire Marshal*								
	Quantity	Unit	U/P	**LABOR**	U/P	**MATL/EQUIP**	U/P	**SUB**	**TOTAL**
Sitewoork:		LS	0.00	-	0.00	-	0.00	-	**0**
Clear/grub existing site	2,904	SF	0.00	-	0.00	-	3.50	**10,164**	**10,164**
Cut/hauloff 7" of existing soil		SF	0.00	-	0.00	-	0.00	-	**0**
Scarify/recompact 12" of existing subgrade at paving - 3% moisture/		LS	0.00	-	0.00	-	0.00	-	**0**
95% compaction; No lime or flexbase;		LS	0.00	-	0.00	-	0.00	-	**0**
		LS	0.00	-	0.00	-	0.00	-	**0**
Concrete:		LS	0.00	-	0.00	-	0.00	-	**0**
7" paving, 3500psi, #5's @ 18"oc - No Curbs	2,904	SF	0.00	-	0.00	-	10.00	**29,040**	**29,040**
		SF	0.00	-	0.00	-	0.00	-	**0**
Striping:	1	LS	0.00	-	0.00	-	3,500.00	**3,500**	**3,500**
Fire Lane Striping @ new hammerhead/existing paving to main entry		LS	0.00	-	0.00	-	0.00	-	**0**
		LS	0.00	-	0.00	-	0.00	-	**0**
General Conditions:		LS	0.00	-	0.00	-	0.00	-	**0**
Dumpsters	1	EA	0.00	-	0.00	-	800.00	**800**	**800**
Toilets (1ea - 1 mth)	1	EA	0.00	-	0.00	-	450.00	**450**	**450**
General Clean-up	1	Mths	0.00	-	0.00	-	1,000.00	**1,000**	**1,000**
		LS	0.00	-	0.00	-	0.00	-	**0**
		LS	0.00	-	0.00	-	0.00	-	**0**
		LS	0.00	-	0.00	-	0.00	-	**0**
		LS	0.00	-	0.00	-	0.00	-	**0**
	SUBTOTAL			-		-		**44,954**	**44,954**
	PTI & TAX		38.50%	-	8.25%	-			**0**
						BR Insurance-By Owner		**0.00%**	**63**
						GL Insurance-By Owner		**0.00%**	**427**
						Safety		**0.00%**	**0**
						PCMS		**0.00%**	**0**
						CM FEE		**10.00%**	**4,495**
								TOTAL	**49,939**

Alternate #3

DESCRIPTION	*New 12" Fire Main to Existing 18" Water Main*								
	Quantity	Unit	U/P	LABOR	U/P	MATL/EQUIP	U/P	SUB	TOTAL
Site Utilities:	1.00	LS	0.00	-	0.00	-	374,528.00	**374,528**	**374,528**
New 12" water main from Center St. to existing 18" main east of	720.00	LF	0.00	-	0.00	-	0.00	-	**0**
railroad trac		LS	0.00	-	0.00	-	0.00	-	**0**
20" cased bore under railroad trac	120	LF	0.00	-	0.00	-	0.00	-	**0**
Fire hydrants @ existing retail only	2	LF	0.00	-	0.00	-	0.00	-	**0**
New 2" irrigation meter/service	1	EA	0.00	-	0.00	-	0.00	-	**0**
Tie in existing domestic meter services at buildings	6	EA	0.00	-	0.00	-	0.00	-	**0**
Cut/tie new 12" main @ street	1	EA	0.00	-	0.00	-	0.00	-	**0**
Abandon existing valves at main per city engineers	4	EA	0.00	-	0.00	-	0.00	-	**0**
Misc. valves, T's, pipe, 2 yr. maintenance bond, 3-way city contarcts	1	EA	0.00	-	0.00	-	0.00	-	**0**
haul-off excess trench spoils, etc.		LS	0.00	-	0.00	-	0.00	-	**0**
		LS	0.00	-	0.00	-	0.00	-	**0**
Sitework:	1	LS	0.00	-	0.00	-	35,000.00	**35,000**	**35,000**
Cut approx. 3"-4" existg. Subgrade/haul-off @ FL/utility trench	12,240	SF	0.00	-	0.00	-	0.00	-	**0**
Scarify/recompact existing 12" @ FL/utility trench	12,240	SF	0.00	-	0.00	-	0.00	-	**0**
		LS	0.00	-	0.00	-	0.00	-	**0**
Demolition:	1	LS	0.00	-	0.00	-	20,200.00	**20,200**	**20,200**
Demo/haul-off existing 5"-5-1/2" paving	12,240	SF	0.00	-	0.00	-	0.00	-	**0**
Sawcut edge joints @ FL/utilities	825	LF	0.00	-	0.00	-	0.00	-	**0**
		LS	0.00	-	0.00	-	0.00	-	**0**
Concrete:		LS	0.00	-	0.00	-	0.00	-	**0**
7" FL paving, 3500psi, #5's @ 18"oc (no curbs)	12,240	sf	0.00	-	0.00	-	7.50	**91,800**	**91,800**
		sf	0.00	-	0.00	-	0.00	-	**0**
Hammerhead: (per Hammerhead only estimate)	1	LS	0.00	-	0.00	-	49,939.00	**49,939**	**49,939**
		LS	0.00	-	0.00	-	0.00	-	**0**
General Conditions: (addition to Hammerhead due to sched)		LS	0.00	-	0.00	-	0.00	-	**0**
Dumpsters	2	EA	0.00	-	0.00	-	800.00	**1,600**	**1,600**
Toilets (2ea - 3 mth)	3	EA	0.00	-	0.00	-	300.00	**900**	**900**
General Clean-up	4	Mths	0.00	-	0.00	-	1,000.00	**4,000**	**4,000**
		LS	0.00	-	0.00	-	0.00	-	**0**
		LS	0.00	-	0.00	-	0.00	-	**0**
		LS	0.00	-	0.00	-	0.00	-	**0**
		LS	0.00	-	0.00	-	0.00	-	**0**
SUBTOTAL				-		-		-	**203,439**
PTI & TAX			38.50%	-	8.25%	-			**0**

BR Insurance-By Owner	**0.00%**	**285**
GL Insurance-By Owner	**0.00%**	**1,933**
Safety	**0.00%**	**0**
PCMS	**0.00%**	**0**
CM FEE	**10.00%**	**20,344**
	TOTAL	**226,000**

Alternate #4									
DESCRIPTION	*Site Paving - Allowance for Color Sealer/Stain Overcoating*								
	Quantity	Unit	U/P	**LABOR**	U/P	**MATL/EQUIP**	U/P	**SUB**	**TOTAL**
Site Paving Overcoating: (approx. SF of paving)		LS	0.00	-	0.00	-	0.00	-	**0**
Allowance for a 2 part coating/sealer at existing concrete paving	53,493	SF	0.00	-	0.00	-	2.50	**133,733**	**133,733**
NOTE: Not necessarily sure there's a good option for this		SF	0.00	-	0.00	-	2.45	-	**0**
that will bond and/or last. So, pricing provided is based on		LS	0.00	-	0.00	-	0.00	-	**0**
some possible options yet to be reviewed and/or		LS	0.00	-	0.00	-	0.00	-	**0**
manufacturer's recommendations due to concrete paving;		LS	0.00	-	0.00	-	0.00	-	**0**
		LS	0.00	-	0.00	-	0.00	-	**0**
Striping:	1	LS	0.00	-	0.00	-	3,500.00	**3,500**	**3,500**
		LS	0.00	-	0.00	-	0.00	-	**0**
		LS	0.00	-	0.00	-	0.00	-	**0**
		LS	0.00	-	0.00	-	0.00	-	**0**
		LS	0.00	-	0.00	-	0.00	-	**0**
SUBTOTAL				-		-		**133,733**	**137,233**
PTI & TAX			38.50%	-	8.25%	-			**0**
						BR Insurance-By Owner		**0.00%**	**192**
						GL Insurance-By Owner		**0.00%**	**1,304**
						Safety		**0.00%**	**0**
						PCMS		**0.00%**	**0**
						CM FEE		**10.00%**	**13,723**
								TOTAL	**152,452**

Alternate #5									
DESCRIPTION	*Site Asphalt 2" Overlay*								
	Quantity	Unit	U/P	**LABOR**	U/P	**MATL/EQUIP**	U/P	**SUB**	**TOTAL**
Asphalt:		LS	0.00	**-**	0.00	**-**	0.00	**-**	**0**
2" overlay atop existing concrete paving - ALLOWANCE	53,493	SF	0.00	**-**	0.00	**-**	1.95	**104,311**	**104,311**
Misc. touch-up/repairs - ALLOWANCE	1	LS	0.00	**-**	0.00	**-**	5,000.00	**5,000**	**5,000**
		LS	0.00	**-**	0.00	**-**	0.00	**-**	**0**
Striping:	1	LS	0.00	**-**	0.00	**-**	3,500.00	**3,500**	**3,500**
		LS	0.00	**-**	0.00	**-**	0.00	**-**	**0**
		LS	0.00	**-**	0.00	**-**	0.00	**-**	**0**
		LS	0.00	**-**	0.00	**-**	0.00	**-**	**0**
SUBTOTAL				**-**		**-**		**109,311**	**112,811**
PTI & TAX			38.50%	**-**	8.25%	**-**			**0**
							BR Insurance-By Owner	**0.00%**	**158**
							GL Insurance-By Owner	**0.00%**	**1,072**
							Safety	**0.00%**	**0**
							PCMS	**0.00%**	**0**
							CM FEE	**10.00%**	**11,281**
								TOTAL	**125,322**

Incentives & Grants Assistance Application

Property Owner NEI DEVELOPMENT LLC
Mailing Address 1519 S Greenstone Ln
City Duncanville State & Zip Texas 75137
Phone 972-339-0360 Fax _____ Email tim@twowins.org

Project Representative Tim Maiden
Mailing Address Same
City _____ State & Zip _____
Phone _____

Business Name NEI DEVELOPMENT LLC
Property Address 202 W Center St, Duncanville, TX 75116
Will You Lease or Own the Property? Own Legal Incorporation (Sole Proprietor, LLC, etc) LLC
Type of Business Real Estate Investment/Dev Years in Business 14 years
Business Plan and Portfolio Available? Yes (If yes, please attach)

Project Description
Complete facade, landscaping, parking lot improvements (include repavement and re-striping) interior white boxing for prospective retail tenants. In addition, the City of Duncanville code compliance requires installation of new fire hydrant and re-positioning of an existing and hammerhead turnaround

Square footage of Project: ___ Date Projected for Occupation of Project/Initiation of Operations ___
11,900 SF - Expected occupancy - after completion

Fiscal Impact / Financial Background
Current Real Property Value $ 700,000
Estimated Property Investment (if applicable) $ 1,100,000
Current Sales / Gross Receipts / Revenue Generated $ Currently $0 Sales (former church property)
Additional Revenue to be Generated from Business Expansion (if applicable) $ $100,000 - $150,000 Annually
Sales Growth Expectations: Year One $65,000 Year Two $125,000 Year Three $225,000
Projected Total Annual Operating Budget of this Facility $ _____
Business Liabilities $ _____
What infrastructure construction would be required? Yes - Installation of fire hydrant & repositioning of existing hydrant. Hammerhead turnaround for fire truck

Interior Investments $ $25,000 Exterior Investments $ $300,000

Are you entering into a Loan? Yes If yes, please answer the following:
Loan Amount $ $756,000
Down Payment $ 296,000
Construction Price of Improvements or Buildings $ _____
Lending Institution Spectra Bank
Lender's Address 2331 W. Northwest Highway | Dallas, TX 75220
Lender's Contact Person Ben Holloway - bsh@spectra.bank

Employment Impact
Total Number of Jobs 40 Total Annual Payroll $ _____
Type of Jobs Created Resturant employees, professionals and entry level positions

Percentage of Employees who will be Duncanville Residents 65%
Number of Full-time Employees _____ Number of Part-time Employees _____

IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
    - Bid information should also include the following:
        - Business Name
        - Contact Name
        - Contact Phone Number
        - Business Address
        - Cost of Services
- Grants, by default, are paid as a ***REIMBURSEMENT*** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An ***Attestation of Completion of Work*** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

TYPE OF INCENTIVE GRANTS: *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ Sales Tax Grant

Amount Requested $ _____

Estimated Annual Sales Generated $ _____

Program Specifications:

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☐ Business Retention and Expansion Grant

Amount Requested $ _____

Program Specifications:

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars ($2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☐ Paint Grant

Amount Requested $ $55,000

Program Specifications:

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

☐ **Landscape Grant** Amount Requested $ $8,000

Program Specifications:

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

Attach the following documentation to the application:

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

☐ **Signage Grant** Amount Requested $ $12,250

Program Specifications:

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

Attach the following documentation to the application:

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

☐ **Façade and Architectural Improvement Grant** Amount Requested $ $16,200

Program Specifications:

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

☐ **Pavement Grant** Amount Requested $ $140,000

Program Specifications:

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☐ **Demo, Redevelopment, Reuse Grant** Amount Requested $ $45,000

Program Specifications:

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

☐ **Infrastructure Grant** Amount Requested $ $110,000

Program Specifications:

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

Attach the following documentation to the application:

1. Stamped engineering plans that outline in detail the scope of work.

☐ **Other Incentive**_____ Amount Requested $ _____

Total Grant Amount Requested $ 386,450 ~~140,000~~ 246,450

******If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.***

AGREEMENT: I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter or Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

Printed Name Tim Maiden **Date** 1 -26 -2024

Signature _____

Duncanville
City of Champions

City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5090
www.DuncanvilleEDC.com

RESOLUTION NO. 2024-234

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN INCENTIVE GRANT FOR THE REAL PROPERTY AT 202 W. CENTER STREET IN AN EXPENDITURE AMOUNT NOT TO EXCEED $246,450; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Duncanville Community and Economic Development Corporation has approved a development incentive grant for the property at 202 W. Center Street in Duncanville;

WHEREAS, The City Council desires to authorize the expenditure of the incentive grant funds.

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

SECTION 1. The development incentive grant for real property located at 202 W. Center Street is hereby approved with an expenditure amount not to exceed $246,450.00; and,

SECTION 2. This resolution shall become effective immediately upon its adoption.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of March, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Consider a Resolution authorizing the Purchase Agreement for the purchase of an Armored Vehicle with the use of asset forfeiture funds for a future purchase not to exceed $400,000.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Stogner, Interim Chief of Police

BACKGROUND/HISTORY:
At the February 20, 2024 City Council meeting Resolution 2024-223 was presented and approved to accept and deposit federal and state asset forfeiture funds. The Duncanville Police Department intends to utilize federal equitable sharing funds to purchase an armored vehicle.

The Duncanville Police Department has not had access to an armored vehicle since February 2023. Armored vehicles are a standard life-saving resource utilized by law enforcement agencies worldwide. Not having access to this type of resource gravely jeopardizes the safety of our officers during critical incidents.

Federal law authorizes the Attorney General to share federally forfeited property with participating state and local law enforcement agencies. Through equitable sharing, any state or local law enforcement agency that directly participates in a law enforcement effort that results in a federal forfeiture may either request to put tangible forfeited property into official use or an equitable share of the net proceeds of the forfeiture.

> *Presidential Executive Order 14074, "Advancing Effective, Accountable Policing, and Criminal Justice Practices To Enhance Public Trust and Public Safety," provides*

requirements related to the transfer and purchase of specific equipment, including armored vehicles.

One of the requirements includes:

"…the recipient notified the local community of its request for the property and translated the notification into appropriate languages to inform individuals with limited English proficiency, and certifies that the recipient notified the city council or other local governing body of its intent to request the property and the request comports with all applicable approval requirements of the local governing body".

Notification has been provided to the public and City Council to satisfy the above-described requirement specified in Executive Order 14074. (Focus Daily News - Attachment 1, February 20, 2024 City Council meeting, and website requirement)

POLICY EXPLANATION:

The Department of Justice has specific guidelines for what is and what is not permitted use. As specified in the Equitable Sharing guidelines, funds received can only be accounted for as revenue once expenditures are identified and made. The funds received will be recorded on the balance sheet as deferred revenue until used.

FUNDING SOURCE:

ORG and Object Number

05010000-706103 (Federal Asset Forfeiture Fund)

Available Budget	**Purchase Amount**	**After Encumber**
$614,433.11	$400,000.00	$214,433.11

ACTION ALTERNATIVES:

1. Approval of item.
2. Other actions.

ATTACHMENTS:

Attachment 1 - Focus Daily News Notification
Resolution No. - 2024-226 - Purchase of Armored Vehicle - Pdf

ATTACHMENT 1

City of Duncanville

Aviso público de la adquisición de equipo militar por el Departamento de Policía de Duncanville

Por la presente se notifica que el Departamento de Policía de Duncanville tiene la intención de utilizar fondos federales de distribución equitativa y fondos locales disponibles para comprar un vehículo blindado que se utilizará exclusivamente para emergencias relacionadas con desastres; escenarios de tirador activo; operaciones de toma de rehenes u otras operaciones de búsqueda y rescate; o para la preparación, protección, prevención, reacción, recuperación y asistencia antiterrorista.

Dicha compra será trasmitida por el sistema de gestión de activos de la ciudad. En caso de que dicha compra anteriormente mencionada sea excedente, será retirada o sacada de servicio.

Se presentará una copia de este aviso ante el Concejo Municipal de la ciudad de Duncanville, Texas, en el periódico local y en el sitio web de la ciudad, que demostrará la intención de compra del departamento de policía de conformidad con los requisitos federales, estatales y locales.

Matt Stogner, Jefe Interino, Departamento de Policía

Douglas Finch, Administrador Municipal

DV - Downs 2/11
49L

City of Duncanville

Thông Báo Công Khai về việc Sở Cảnh Sát Duncanville Mua Thiết Bị Quân Sự

Theo đây xin thông báo rằng Sở Cảnh Sát Duncanville dự định sử dụng quỹ chia sẻ công bằng của liên bang và nguồn ngân quỹ sẵn có của địa phương để mua một chiếc xe bọc thép sẽ được sử dụng riêng cho các trường hợp khẩn cấp liên quan đến thảm họa; các tình huống xả súng; bắt cóc con tin hoặc các hoạt động tìm kiếm và cứu hộ khác; hoặc cho hoạt động chuẩn bị, bảo vệ, phòng ngừa, ứng phó, khôi phục hoặc cứu trợ chống khủng bố.

Khoản mua nói trên theo đây được chuyển vào hệ thống quản lý tài sản của Thành Phố. Trong trường hợp là tài sản dư thừa thì tài sản được mô tả sẽ bị ngừng sử dụng hoặc ngừng hoạt động.

Một bản sao của thông báo này sẽ được nộp cho Hội đồng Thành phố của Thành phố Duncanville, Texas, đăng trên tờ báo địa phương của Thành phố và trên trang web của Thành phố, để thể hiện ý định mua của Sở theo đúng quy định của liên bang, tiểu bang và địa phương.

Matt Stogner, Giám Đốc Lâm Thời, Sở Cảnh Sát

Douglas Finch, Quản Lý Thành Phố

DV - Downs 2/11
47L

City of Duncanville

Public Notice of Acquisition of Military Equipment by Duncanville Police Department

Notice is hereby given that the Duncanville Police Department intends to use federal equitable sharing funds and local available funds to purchase an armor vehicle which will be used exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief.

That said purchase hereby will be transmitted in the City's asset management system. In the event the property described is surplus, it will be retired or removed from service.

A copy of this notice will be filed with the City Council of the City of Duncanville, Texas, in the City's local newspaper and on the City's website, which shall demonstrate the department's intent of purchase in compliance with federal, state, and local requirements.

Matt Stogner, Interim Chief, Police Department

Douglas Finch, City Manager

DV - Downs 2/11
41L

RESOLUTION NO. 2024-226

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A PURCHASING AGREEMENT FOR THE PURCHASE OF AN ARMORED VEHICLE WITH THE USE OF ASSET FORFEITURE FUNDS FOR A FUTURE PURCHASE NOT TO EXCEED $400,000.00.

WHEREAS, the Police Department has been awarded $1,785,746 in federally awarded asset forfeiture funds, $47,017 in state-awarded asset forfeiture funds; and

WHEREAS, the Police Department has not had access to an armored vehicle since February 2023 which jeopardizes the safety of Officers during critical incidents.

WHEREAS, Armored vehicles are a standard life-saving resource utilized by law enforcement agencies worldwide.

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 and approves the procurement of an armored vehicle with the use of asset forfeiture funds for a future purchase not to exceed $400,000.00.

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 5th day of March, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Consider a Resolution authorizing the receipt of a grant from the Edward Byrne Memorial Justice Assistance Grant Program (JAG), to be administered by the City of Dallas, to provide funding for the Police Department, to purchase twenty-three level IIIA ballistic helmets with integrated face shields to replace the current helmets that will be expiring this year, with a total grant value of $8,704.52.

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:
Matthew Stogner, Interim Chief of Police
Rebekah Hendrick, Lieutenant

BACKGROUND/HISTORY:
The Edward Byrne Memorial Justice Assistance Grant (JAG) is administered by the U.S. Department of Justice. Each year, many law enforcement agencies across the United States receive funding from the JAG that is used for improvements in the criminal justice system such as purchasing equipment, hiring additional personnel, or funding crime-control programs.

The federal government, in relation to the JAG program, considers the Metroplex a "disparate jurisdiction." Knowing that the cities surrounding Dallas vie for funds between each other, and each bear unique economic characteristics and population strengths, the U.S. Department of Justice devised a program within JAG called "Fund Share." The Fund Share allows the chief executive officer of one of the eligible units of local government in the disparate jurisdiction to submit a joint application for JAG funds, on behalf of the other eligible units of local governments within that jurisdiction, and to act as the fiscal agent for them in administering the JAG Funds. In our case, the City of Dallas is this fiscal agent and is charged with the administration of the funds, the distribution of the funds, and on-site visits and inspections to ensure the funds are being utilized appropriately.

POLICY EXPLANATION:

There is no specific policy impact in the acceptance of this grant.

FUNDING SOURCE:

ORG and Object Number
Upon application and the City Council acceptance of the awarded funds, the awarded funds will be deposited into an interest-bearing account for use by the Duncanville Police Department to purchase twenty-three level IIIA ballistic helmets with integrated face shields to replace the current helmets that will be expiring this year, with a total grant value of $8,704.52.

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

ACTION ALTERNATIVES:

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

ATTACHMENTS:
Resolution No. - 2024-227 - FY23 JAG Grant

RESOLUTION NO. 2024-227

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG), TO BE ADMINISTERED BY THE CITY OF DALLAS, IN THE AMOUNT OF $8,704.52, UTILIZED TO PURCHASE TWENTY THREE LEVEL IIIA BALLISTIC HELMETS WITH INTEGRATED FACE SHIELDS FOR THE POLICE DEPARTMENT; AND AUTHORIZING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO EXECUTE ALL DOCUMENTS IN REGARD TO THE REQUESTED FUNDS, WHICH INCLUDES THE AUTHORIZATION TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT.

WHEREAS, the City Council for the City of Duncanville finds it in the best interest of the citizens of the City of Duncanville that the Edward Byrne Memorial Justice Assistance Grant Program be operated for the Fiscal Year 2024; and

WHEREAS, the City Council for the City of Duncanville agrees that in the event of loss or misuse of the U.S. Department of Justice funds, the City Council assures that the funds will be returned to the U.S. Department of Justice in full; and

WHEREAS, the City Council for the City of Duncanville wishes to designate the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

SECTION 1. That the City Council for the City of Duncanville authorizes the City Manager or his designee to submit an application and accept the U.S. Department of Justice Fund Share award to purchase twenty-three level IIIA ballistic helmets with integrated face shields for $8,704.52.

SECTION 2. That the City Council for the City of Duncanville assures the awarded funds will be returned to the U.S. Department of Justice in full in the event of loss or misuse of U.S. Department of Justice funds.

SECTION 3. That the City Council for the City of Duncanville authorizes the City Manager, as the authorized official, to execute all documents in regard to the request and grant funds, which includes the authorization to apply for, accept, reject, alter or terminate the grant.

SECTION 4. That the City Council for the City of Duncanville agrees and directs the City of Duncanville will comply with the terms and conditions set by the U.S. Department of Justice applicable to said grant.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of March, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Consider a Resolution authorizing the receipt of a grant from the Edward Byrne Memorial Justice Assistance Grant Program (JAG), to be administered by the City of Dallas, to provide funding for the Police Department, to purchase two JAMAR Technologies Black Cat II Radar Bundles and four accompanying lithium batteries, with a total grant value of $9,080.80.

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:
Matthew Stogner, Interim Chief of Police
Rebekah Hendrick, Lieutenant

BACKGROUND/HISTORY:
The Edward Byrne Memorial Justice Assistance Grant (JAG) is administered by the U.S. Department of Justice. Each year, many law enforcement agencies across the United States receive funding from the JAG that is used for improvements in the criminal justice system such as purchasing equipment, hiring additional personnel, or funding crime-control programs.

The federal government, in relation to the JAG program, considers the Metroplex a "disparate jurisdiction." Knowing that the cities surrounding Dallas vie for funds between each other, and each bear unique economic characteristics and population strengths, the U.S. Department of Justice devised a program within JAG called "Fund Share." The Fund Share allows the chief executive officer of one of the eligible units of local government in the disparate jurisdiction to submit a joint application for JAG funds, on behalf of the other eligible units of local governments within that jurisdiction, and to act as the fiscal agent for them in administering the JAG Funds. In our case, the City of Dallas is this fiscal agent and is charged with the administration of the funds, the distribution of the funds, and on-site visits and inspections to ensure the funds are being utilized appropriately.

POLICY EXPLANATION:

There is no specific policy impact in the acceptance of this grant.

FUNDING SOURCE:

ORG and Object Number
Upon application and the City Council acceptance of the awarded funds, the awarded funds will be deposited into an interest-bearing account for use by the Duncanville Police Department for two JAMAR Technologies Black Cat II Radar Bundles and four accompanying lithium batteries totaling the entire grant funding of $9,080.80.

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

ACTION ALTERNATIVES:

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

ATTACHMENTS:
Resolution No. - 2024-228 - FY22 JAG Grant

RESOLUTION NO. 2024-228

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG), TO BE ADMINISTERED BY THE CITY OF DALLAS, IN THE AMOUNT OF $9,080.80, UTILIZED TO PURCHASE TWO JAMAR TECHNOLOGIES BLACK CAT II RADAR BUNDLES AND FOUR JAMAR TECHNOLOGIES LITHIUM BATTERIES FOR THE POLICE DEPARTMENT; AND AUTHORIZING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO EXECUTE ALL DOCUMENTS IN REGARD TO THE REQUESTED FUNDS, WHICH INCLUDES THE AUTHORIZATION TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT.

WHEREAS, the City Council for the City of Duncanville finds it in the best interest of the citizens of the City of Duncanville that the Edward Byrne Memorial Justice Assistance Grant Program be operated for the Fiscal Year 2024; and

WHEREAS, the City Council for the City of Duncanville agrees that in the event of loss or misuse of the U.S. Department of Justice funds, the City Council assures that the funds will be returned to the U.S. Department of Justice in full; and

WHEREAS, the City Council for the City of Duncanville wishes to designate the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

SECTION 1. That the City Council for the City of Duncanville authorizes the City Manager or his designee to submit an application and accept the U.S. Department of Justice Fund Share award to purchase two JAMAR Technologies Black Cat II Radar Bundles and four accompanying lithium batteries for $9,080.80.

SECTION 2. That the City Council for the City of Duncanville assures the awarded funds will be returned to the U.S. Department of Justice in full in the event of loss or misuse of U.S. Department of Justice funds.

SECTION 3. That the City Council for the City of Duncanville authorizes the City Manager, as the authorized official, to execute all documents in regard to the request and grant funds, which includes the authorization to apply for, accept, reject, alter or terminate the grant.

SECTION 4. That the City Council for the City of Duncanville agrees and directs the City of Duncanville will comply with the terms and conditions set by the U.S. Department of Justice applicable to said grant.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of March, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Consider an Ordinance of the City of Duncanville, Texas, amending the Code of Ordinances by amending Chapter 19 'Traffic,' Article VI 'Stopping, Standing and Parking,' by adding Section 19-117 'Public Highway, Interstate 20 and State Highway 67'; providing for regulations; providing for a severability clause; providing a repealing clause; providing a savings clause; and providing for an effective date.

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:
Mr. Bob Hager, City Attorney

BACKGROUND/HISTORY:
Interstate 20 and State Highway 67 transverse through the city of Duncanville. City Council has requested staff to consider actions to enforce parking prohibitions along these highways. City staff has received multiple complaints about trailer parking adjacent to Interstate 20 and Highway 67. Our current Code of Ordinances does not include provisions to prohibit parking along the highway.

POLICY EXPLANATION:
Adopting Section 19-117, the City of Duncanville seeks to establish regulations prohibiting parking along the highways, including the exit, entrance ramps, service roads, and right-of-ways. This Ordinance allows the Texas Department of Transportation (TxDOT) to install no parking signs in the designated areas.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Adopt Ordinance 2511, providing regulations to prohibit parking along highways, including the exit, entrance ramps, service roads, and right-of-ways.
2. Do not adopt the ordinance providing regulations to prohibit parking along highways, including the exit, entrance ramps, service roads, and right-of-ways.
3. Other actions as directed by Council.

ATTACHMENTS:

Ordinance No. 2511 - Parking Prohibited on Public Highway, Interstate 20, and State Highway 67

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. 2511

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 19 'TRAFFIC', ARTICLE VI 'STOPPING, STANDING AND PARKING', BY ADDING SECTION 19-117 'PUBLIC HIGHWAY, INTERSTATE 20 AND STATE HIGHWAY 67'; PROVIDING FOR REGULATIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to add regulations regarding the parking on public highway; and

WHEREAS, the City Council of the City has determined that the adoption of this Ordinance best serves the general welfare of the City and its residents by establishing regulations regarding parking on public highway to promote the health, safety, and welfare of the public.

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

SECTION 1. That Chapter 19 "Traffic", Article VI "Stopping, Standing and Parking" of the Duncanville Code of Ordinances is hereby amended by adding Section 19-117 "Public Highway, Interstate 20 and State Highway 67' to hereinafter read as follows:

"CHAPTER 19 – TRAFFIC

ARTICLE I. IN GENERAL

. . . . .

ARTICLE VI. STOPPING, STANDING AND PARKING

Sec. 19-105. – Parking prohibited generally.

. . . . .

Sec. 19-117. – Public highway, Interstate 20 and State Highway 67

(a) It shall be unlawful for any person or owner to leave, park, stand, permit, store, or allow any tractor, motor vehicle, semi-trailer, trailer, commercial motor vehicle, storage container, cargo container, recreational vehicle, or any item of personal

property, regardless of size, upon any public highway, Interstate 20 and State Highway 67, including the exit, entrance ramps, service roads and right-of-way thereof.

(b) It shall be unlawful for any person to have a trailer, travel trailer, boat, or boat trailer, unable to operate under its own power parked or stored on any public highway, Interstate 20 and State Highway 67, including the exit, entrance ramps, service roads and right-of-way thereof.

(c) It shall be a defense to a violation as set forth in this subsection if:

(1) The vehicles, trailers, travel trailers, boats, or boat trailers, in violation of this section were present as a result of a bona fide accident or mechanically inoperable; were in such condition for less than twenty-four (24) hours and the appropriate hazard warning safety devices were displayed around or immediate adjacent to the vehicle, equipment in accordance with State and federal laws and/or regulations.

(d) In addition, under this section, it shall be the duty of the traffic engineer and Texas Department of Transportation (TxDOT) to erect the appropriate signs on the public highway, Interstate 20, and State Highway 67 or right-of-way thereof.

(e) In a prosecution for an offense under this section, it shall be presumed that the registered owner of an unattended vehicle standing or parked in violation of this section was the person who stood or parked the vehicle at the time and place the offense occurred."

SECTION 2. 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 hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 3. That all ordinances of the City of Duncanville, Texas in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City of Duncanville, Texas not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That this ordinance shall take effect immediately upon adoption.

DULY PASSED by the City Council of the City of Duncanville, Texas, on the 5th day of March, 2024.

APPROVED:

_____
Barry L. Gordon, Mayor

ATTEST:

_____
Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Conduct a public hearing for consideration and action regarding the request of Sambatek, applicant, representing Hajoca Corporation, for a Specific Use Permit (SUP) to allow for the Use "Building Materials Sales" and consider adopting an ordinance amending the Comprehensive Zoning Ordinance and map on Crestview, Block C, Lots 20, 20.1, and 21, more commonly known as 624, 626 and 628 Crestside Drive, 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, Director of Planning and Zoning

BACKGROUND/HISTORY:
Background
This item was heard at the January 8th Planning and Zoning Meeting and was tabled. Upon review of the Comprehensive Zoning Ordinance, specifically Section 6.05.I., the following discoveries have been made: (1) Specific Use Permits may be issued for an unlimited or limited period of time. (2) Specific Use Permits shall only be issued for a limited period of time if the use is intended to be temporary and does not require substantial investment into the site.

Comprehensive Plan
The Future Land Use Plan Map shows the subject property being located within Opportunity Area 1. The Comprehensive Plan states that remaining interstate frontage in Duncanville is limited, encouraging strategic development and redevelopment that injects high-impact uses is important. Aesthetics are also important, as Opportunity Area 1 is a key gateway into the City. This area is envisioned as having three main land use components:

1. High quality interstate/highway commercial development along US 67.
2. Retail/commercial development, either standalone or as a mixed-use development at Wheatland Road and Cockrell Hill Road.
3. Medium or high-density residential development, either standalone or as part of a mixed-use development for the remaining infill.

Project Scope

The subject property is zoned C, Commercial District, and is currently vacant. The owner would like to develop the property and operate as *Building Materials Sales* use. *Building Materials Sales* is defined as a retail establishment for the sale of building materials such as lumber, hardwood, stone, brick, or similar materials. This use requires a Specific Use Permit to operate in the C, Commercial District. This expansion would stem from the established Moore Supply Co.

Surrounding Land Use

The subject property is surrounded by C, Commercial District to the north, east, south and west.

Staff Recommendation

Staff recommends approval of the request for a Specific Use Permit to operate as Building Materials Sales on the property.

Planning and Zoning Commission Action

On Monday, February 12, 2024, the Planning and Zoning Commission approved the item by a vote of 5-0.

POLICY EXPLANATION:

Notification

Twenty (20) notices were sent out for this public hearing. As of this writing, one (1) response has been received in favor of, and on (1) responses in opposition to the request. Letters will be received until Tuesday, March 5, 2024, to fulfill legal requirements for a written formal protest to the City Council. The request is tentatively scheduled to proceed to the Tuesday, March 5, 2024, City Council hearing.

FUNDING SOURCE:

ORG and Object Number

N/A

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

ACTION ALTERNATIVES:

1. Adopt the ordinance.
2. Do not adopt the ordinance.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment 1 - Legal Advertisement
Attachment 2 - Area of Request Maps

Attachment 3 - Zoning Application
Attachment 4 - Applicant Exhibits
Attachment 5 - Letter from Applicant Property Owner
Attachment 6 - Letter to Property Owners Buffer & Responses Received
Attachment 7 - List of Property Owners
Duncanville.ZORD No. 2506 granting SUP for Crestside Drive

Advertise 1 time - By January 24

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2024-01

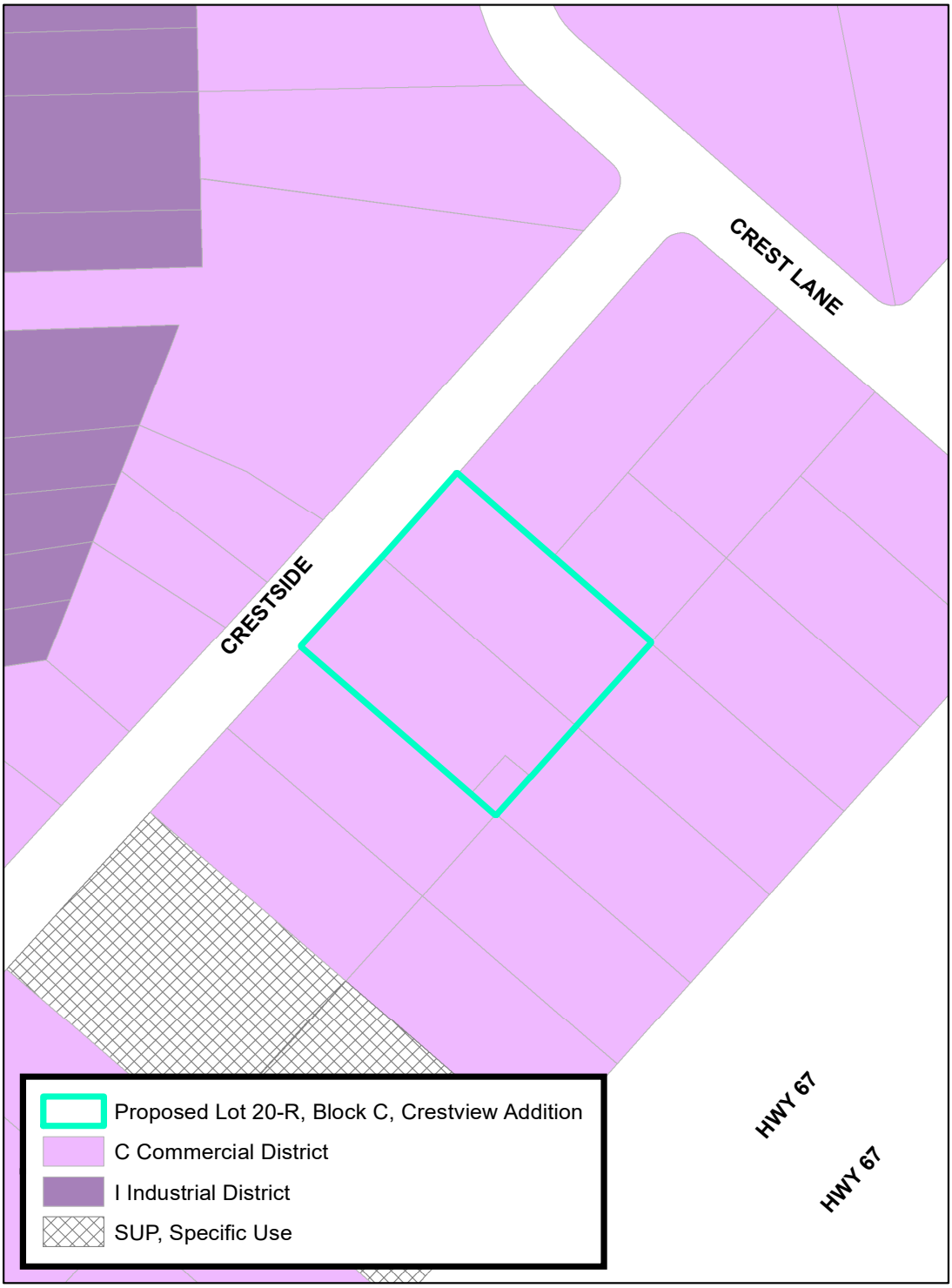
A public hearing will be held before the Planning and Zoning Commission on Monday, February 12, 2024, at 7:00 p.m., and before City Council on Tuesday, March 5, 2024, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of Sambatek, Applicant, for a Specific Use Permit to allow for the use of "Building Material Sales", on Crestview, Blk C, Lots 20, 20.1, and 21, more commonly known as 624, 626, and 628 Crestside Drive, 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, Chiquita Taylor, or to Nathan Warren, Director of Planning and Zoning, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE
Chiquita Taylor
City Secretary

Nathan Warren
Director of Planning and Zoning

CREST LANE
CRESTSIDE
HWY 67
HWY 67
HWY 67
Proposed Lot 20-R, Block C, Crestview Addition


CREST LANE
CRESTSIDE
HWY 67
HWY 67
Proposed Lot 20-R, Block C, Crestview Addition
C Commercial District
I Industrial District
SUP, Specific Use

Development Services
Planning Divsion
City Hall Annex - 103 E. Wheatland Rd., Duncanville, TX 75116
P.O. Box 380280, Duncanville, TX 75137
972-780-5057, 972-707-3878
planningandzoning@duncanvilletx.gov

Duncanville
City of Champions

ZONING CHANGE APPLICATION

CONTACT INFORMATION

Applicant/ Agent Sambatek **Contact:** Joshua Ibarra, P.E.

☑ **Engineer** ☐ **Architect** ☐ **Surveyor** ☐ **Owner** ☐ **Other**

Applicant/Agent Address: 13355 Noel Rd., Suite 1100 **City:** Dallas **State:** TX **Zip:** 75240

Agent Email: jibarra@sambatek.com **Telephone:** 972.675.7764 **(Fax)**

Property Owner: Hajoca Corporation Contact: Eric Luputen

Owner Address 2001 Joshua Road City: Lafayette Hill State: PA Zip: 19444

Owner Email: eric.luputen@hajoca.com Telephone: 610-228-2255 (Fax)

REQUIRED

PROPERTY INFORMATION

Property Address: 626 & 628 Crestside Drive, Duncanville TX

Legal Description of Property:

Lot No. 20 & 21 Block No. C Acreage: 0.97 Existing Zoning District: C-Commercial

REQUIRED

REQUEST TYPE

☒ Specific Use Permit - Commercial
For 626 & 628 Crestside Drive

☐ Specific Use Permit - Residential
For

☐ Change in Zoning
From To

☐ Planned Development (PD)
☐ Amend PD Approval
☐ Development Plan Approval
☐ Conceptual Plan Approval
☐ Alternative Compliance Request
☐ Text Amendment

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

Completed applications may be emailed to planningandzoning@duncanvilletx.gov.

1

Rev. - 06.2023

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.

E M Lapten
Signature of Current Property Owner

11/29/23
Date

Notarization

BEFORE ME, Heather M Kelly, on this day personally appeared Eric Lapten, known to or proved to me on the oath of _____ or through Personal Appearance (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 29 day of November 2023.

(Seal)

Commonwealth of Pennsylvania - Notary Seal
Heather M. Kelly, Notary Public
Montgomery County
My commission expires April 20, 2026
Commission number 1416328
Member, Pennsylvania Association of Notaries

Heather M Kelly
Notary Public in and for the State of ~~Texas~~ PA
My Commission Expires: 04/20/26

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 _____ with the City of Duncanville.

Signature of Owner/Agent _____ Date 11/29/23

BEFORE ME, Heather M Kelly, on this day personally appeared Eric Lopoten, known to or proved to me on the oath of _____ or through Personal Appearance (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 29 day of November, 2023.

(SEAL)

Commonwealth of Pennsylvania - Notary Seal
Heather M. Kelly, Notary Public
Montgomery County
My commission expires April 20, 2026
Commission number 1416328
Member, Pennsylvania Association of Notaries

Heather M Kelly

Notary Public in and for the State of ~~Texas~~ PA

My Commission Expires: 04/20/26

SUBMITTAL CHECKLIST

Specific Use Permit - Commercial

Please check if applicable

YES	N/A	
[X]	[ ]	Written Letter with detailed description of proposed operation
[X]	[ ]	Site Plan
[X]	[ ]	Building Elevation and Signage Plan
[X]	[ ]	Landscape Plan
[X]	[ ]	Floor Plans
[ ]	[ ]	Other _____

Specific Use Permit - Residential

Please check if applicable

YES	N/A	
[ ]	[ ]	Written Letter of Intent with detailed description of request
[ ]	[ ]	HOA approval letter (if applicable)
[ ]	[ ]	Drawings, spec sheets, diagrams or other documents in electronic format (PDF)
[ ]	[ ]	Letter from owner (if applicant is not owner) and/or approval letter from HOA (if applicable)
[ ]	[ ]	Other _____

Planned Development

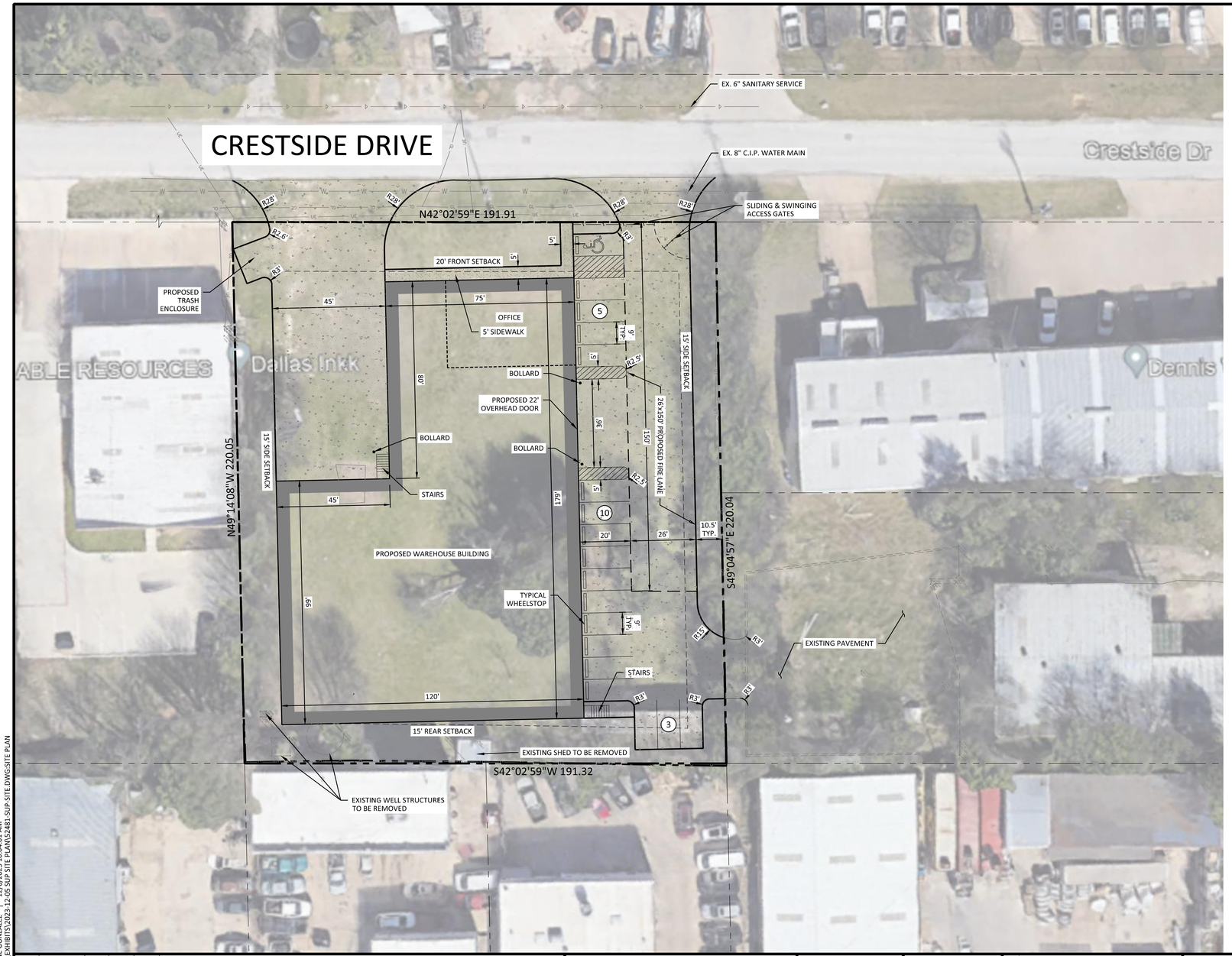
YES	N/A	
[ ]	[ ]	Written Letter with detailed description of proposed development with proposed conditions
[ ]	[ ]	Conceptual Plan

(The purpose of a Conceptual Plan is to provide a general layout of the proposed development prior to a more specific Development Plan being submitted. A Conceptual Plan shall be construed to be an illustration of the development concepts only and not an exact representation of the specific development proposed.)

[ ] [ ] Development Plan with proposed PD Conditions

(The purpose of a Development Plan is to specifically illustrate the proposed location and arrangement of uses and structures, the relationship of such uses to base zoning districts, development phasing, planned public improvements, open space, proposed amenities and the overall design of the development. Development Plan shall be incorporated into the regulations of the PD ordinance, shall be construed in conjunction with the authorized uses and development standards set forth in such regulations, and shall be in general conformity with the approved Conceptual Plan for the PD (if applicable).

REQUIRED



LEGEND

PROPOSED	EXISTING	
		BOUNDARY LINE
		CONCRETE CURB
		EASEMENT LINE
		BUILDING LINE
		RETAINING WALL
		WETLAND
		TREE LINE
		SAW CUT LINE

SIGN

BOLLARD

(##) REGULAR PARKING STALL COUNT

(1) KEYNOTE

DEVELOPMENT SUMMARY

AREA		
SITE AREA	42,144 SF	0.97 AC
BUILDING AREA	17,880 SF	0.41 AC

EXISTING ZONING:	C-COMMERCIAL
PROPOSED ZONING:	C-COMMERCIAL
EXISTING USE:	UNDEVELOPED LAND
PROPOSED USE:	WAREHOUSE / OFFICE SPACE

DEVELOPMENT NOTES

1. PARKING REQUIREMENTS

   17,880 SF WAREHOUSE SPACE
   1 SPACE = 1,000 SF
   REQUIRED SPACES = 18 SPACES

   TOTAL PARKING REQUIRED: 18 SPACES
   PROVIDED SPACES: 17 SPACES
   1 ADA SPACE
   18 SPACES TOTAL

2. OPEN SPACE REQUIREMENTS

   LOT SIZE = 42,153 SF
   REQUIRED OPEN SPACE (20%) = 8,431 SF
   PROVIDED OPEN SPACE = 9,144 SF (21.7%)

VICINITY MAP
NO SCALE

NORTH

SCALE 0 20 40 IN FEET

NO	DATE	BY	CKD	APPR	COMMENT

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Sambatek
Engineer JOSHUA IBARRA, P.E.
P.E. No. 147918 Date 12/06/2023

PRELIMINARY 12/06/2023
DESIGN REVIEW
PERMIT SUBMITTAL
CONSTRUCTION DOCUMENTS

DRAWN BY MRG
DESIGNED BY JDI
CHECKED BY JDI
PROJECT NO. 52481

Sambatek
www.sambatek.com
Engineering | Surveying | Planning | Environmental
TEXAS BPELS REG. F-19014 | SURVEY REG. 10194760

SPECIFIC USE PERMIT SITE PLAN

HAJOCA
626 CRESTSIDE DR.

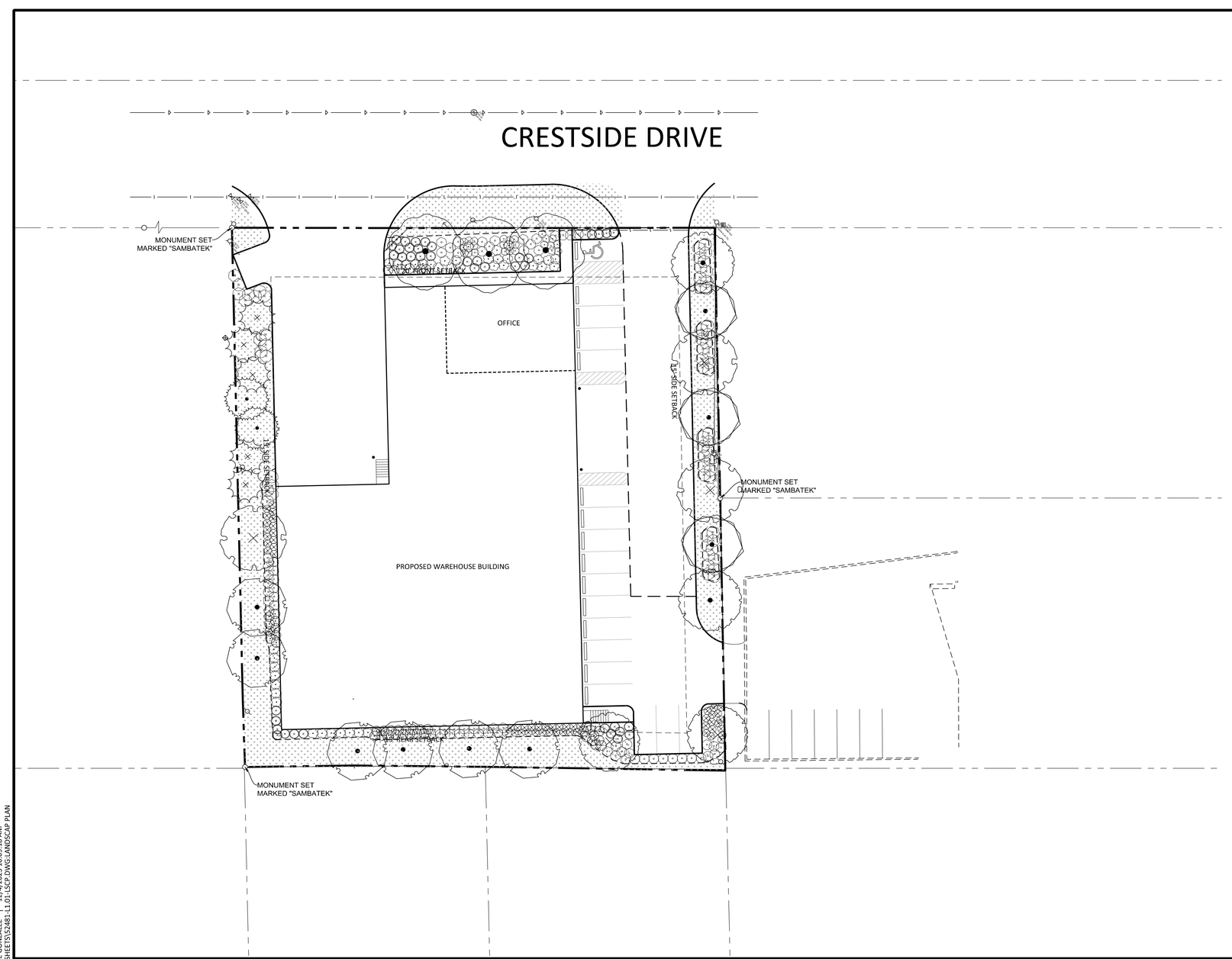
DUNCANVILLE, TEXAS

SHEET
SUP 1

CITY PERMIT NO.

PROJECT NAME

24.1S (LMS TECH) | RENE GONZALEZ | 12/6/2023 10:04:01 AM
L:\PROJECTS\52481\CAD\EXHIBITS\2023-12-05 SUP SITE PLAN\52481-SUP-SITE.DWG:SITE PLAN



LEGEND

	PROPOSED	EXISTING		
PROPERTY LIMIT			STANDARD DUTY ASPHALT PAVING	
CURB & GUTTER				
EASEMENT			CONCRETE PAVING	
BUILDING				
RETAINING WALL			CONCRETE SIDEWALK	
WETLAND LIMITS		WL		
TREELINE				
LANDSCAPE EDING				
STORM SEWER				
SANITARY SEWER				
FORCEMAIN (SAN.)				
WATERMAIN				
YARDDRAIN				
LIMITS OF DISTURBANCE				
TREE PROTECTION FENCE		TP		
TREE TO BE REMOVED				
SIGN				
PIPE BOLLARD				
RIPRAP				

DUNCANVILLE LANDSCAPE CODE

CODE Sec 4.08 - COMMERCIAL DISTRICT

COMMERCIAL ADJACENT COMMERCIAL. NO BUFFER REQUIREMENT PER SEC. 4.07(D)

SEC 4.08(D)	REQUIRED	PROPOSED
2(A) - A MINIMUM OF 20 PERCENT OF THE LOT AREA SHALL BE LANDSCAPED. (SEE C3.01 FOR LOT AREA)	8,182 SF	9,144 SF
2(C) - ONE SHADE TREE OR TWO ORNAMENTAL TREES SHALL BE PROVIDED PER 400 SF OF REQUIRED LANDSCAPED AREA.	21TREES	21 TREES
2(D) - ONE SHRUB SHALL BE PROVIDED PER 25 SF OF REQUIRED LANDSCAPED AREA.	328 SHRUBS	328 SHRUBS
	REQUIRED	PROPOSED
3(A) - LANDSCAPED AREAS WITHIN PARKING LOTS SHALL BE PROVIDED IN ADDITION TO THE REQUIREMENT IN "2. REQUIRED LANDSCAPED AREAS ON A LOT" ABOVE.		
3(B) - LANDSCAPE AREAS WITH PARKING LOTS SHALL BE AT LEAST 9 FEET WIDE ADN 150 SF IN AREA.		
3(C) - AT LEAST 25 SF OF LANDSCAPED AREA SHALL BE PROVIDED PER PARKING SPACE.	700 SF	718 SF
3(D) - THERE SHALL BE A MIN. OF 1 SHADE TREE OR 2 ORNMENTAL TREES PLANTED IN THE PARKING AREA FOR EVERY 15 PARKING SPACES.	2 TREES	2 TREES
3(E) - THERE SHALL BE AT LEAST ONE SHADE TREE WITH 60 FT OF EVERY PARKING SPACE.		
3(F) - A LANDSCAPE ISLAND SHALL BE LOCATED AT THE TERMINUS OF ALL PARKING ROWS, AND SHALL CONTAIN AT LEAST 1 ORNAMENTAL TREE.		
	REQUIRED	PROPOSED
4(B) - ALL OTHER STREET FRONTAGES SHALL OBSERVA A MIN. 10 FT BUFFER.		
4(C) - ONE SHADE TREE PER 40 LINEAR FEET OR PORTION THEREOF OF STREET FRONTAGE SHALL BE REQUIRED.	3 TREES	3 TREES

5. - WHEN PARKING LOTS ABUT ANY PUBLIC RIGHT-OF-WAY, A CONTINUOUS SHRUB BUFFER SHALL BE PROVIDED.

PLANT SCHEDULE

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
TREES							
	HL	2	Gleditsia triacanthos 'Skyline'	Skyline Honey Locust	B & B	2.5"Cal	
	MG	3	Magnolia grandiflora	Southern Magnolia	B & B	2.5"Cal	
	CP	6	Pistacia chinensis	Chinese Pistache	B & B	2.5"Cal	
	BO	2	Quercus macrocarpa	Burr Oak	B & B	2.5"Cal	
	CC	3	Ulmus crassifolia	Cedar Elm	B & B	2.5"Cal	
	PE	3	Ulmus parvifolia	Lacebark Elm	B & B	2.5"Cal	
CONIFERS							
	PE2	7	Pinus eldarica	Afghan Pine	B & B		6
	TM	5	Taxodium distichum 'Mickelson'	Shawnee Brave™ Bald Cypress	B & B		6
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	MATURE SIZE
SHRUBS							
	AG	50	Abelia x grandiflora	Glossy Abelia	5 gal		
	CB	40	Berberis thunbergii 'Crimson Pygmy'	Crimson Pygmy Japanese Barberry	5 gal		
	DB	31	Dalea frutescens	Black Dalea	5 gal		
	DS	52	Dasylirion wheeleri	Grey Desert Spoon	5 gal		
	FP	62	Fallugia paradoxa	Apache Plume	5 gal		
	IL	69	Itea virginica 'Sprich'	Little Henry® Sweetspire	5 gal		
	YU	24	Yucca desmetiana	Soft-leaf Yucca	5 gal		
SYMBOL			BOTANICAL NAME	COMMON NAME	CONT		
GROUND COVERS							
			Bermuda Grass	Sod	Sod		

NORTH

0 20 40

SCALE IN FEET

CITY PERMIT NO.

PROJECT NAME

NO	DATE	BY	CKD	APPR	COMMENT

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Sambatek

Engineer JOSHUA IBARRA, P.E.
P.E. No. 147918 Date 12/06/2023

PRELIMINARY 12/06/2023	DRAWN BY MRG
DESIGN REVIEW	DESIGNED BY JDI
PERMIT SUBMITTAL	CHECKED BY JDI
CONSTRUCTION DOCUMENTS	PROJECT NO. 52481

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LANDSCAPE PLAN

HAJOCA
626 CRESTSIDE DR.

DUNCANVILLE, TEXAS

SHEET
L1.01

24.15 (LMS TECH) | RENE GONZALEZ | 12/4/2023 10:09:18 AM
L:\PROJECTS\52481\CAD\SHEETS\52481-L1.01-LSCP.DWG LANDSCAP PLAN

4 EAST ELEVATION

Scale: 3/32" = 1'-0"

3 WEST ELEVATION

Scale: 3/32" = 1'-0"

2 SOUTH ELEVATION

Scale: 3/32" = 1'-0"

1 NORTH ELEVATION

Scale: 3/32" = 1'-0"

301 S. OAK STREET, STE 100
ROANOKE, TX 76262
PH | 817 430 3382
RGAARCHITECTS.COM

RGA ARCHITECTS

PRELIMINARY

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.
THIS PRELIMINARY DOCUMENT IS RELEASED UNDER THE AUTHORITY OF JEFFREY COOK
TEXAS REGISTRATION NO. 20832
ON DATE INDICATED BELOW.

HAJOCA CORPORATION
626 Crestside Drive
Duncanville, TX 75137

RGA PROJECT NUMBER: 23110

DATE: 12.6.2023

REVISIONS:

△
△
△
△
△
△

SHEET: **Elevations**

Agenda Item #5.C.

2 **PROPOSED OFFICE PLAN - 3,538 SF**
Scale: 3/16"" = 1'-0"

1 **PROPOSED SITE PLAN**
Scale: 1" = 30'-0"

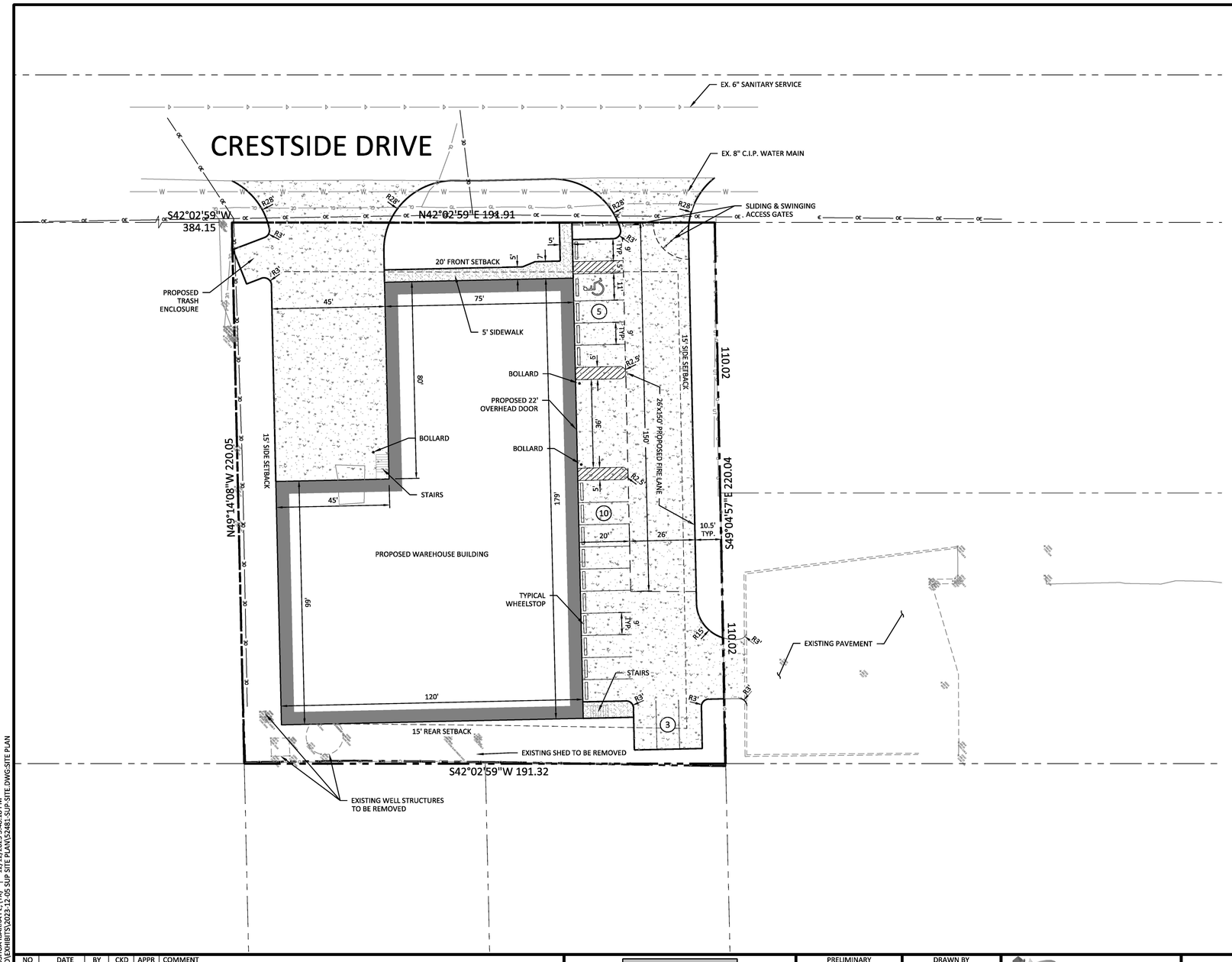
RGA ARCHITECTS
301 S. OAK STREET, STE 100
ROANOKE, TX 76262
PH | 817 430 3382
RGAARCHITECTS.COM

PRELIMINARY
NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.
THIS PRELIMINARY DOCUMENT IS RELEASED UNDER THE AUTHORITY OF JEFFREY COOK, TEXAS REGISTRATION NO. 20832 ON DATE INDICATED BELOW.

HAJOCA CORPORATION
626 Crestside Drive
Duncanville, TX 75137

RGA PROJECT NUMBER: 23110
DATE: 12.6.2023
REVISIONS:
△
△
△
△
△
△

SHEET: **Floor Plan**



LEGEND

PROPOSED	EXISTING	
		BOUNDARY LINE
		CONCRETE CURB
		EASEMENT LINE
		BUILDING LINE
		RETAINING WALL
		WETLAND
		TREE LINE
		SAW CUT LINE
		SIGN
		BOLLARD
##		REGULAR PARKING STALL COUNT
1		KEYNOTE

DEVELOPMENT SUMMARY

AREA		
SITE AREA	42,144 SF	0.97 AC
BUILDING AREA	17,880 SF	0.41 AC

EXISTING ZONING:	C-COMMERCIAL
PROPOSED ZONING:	C-COMMERCIAL
EXISTING USE:	UNDEVELOPED LAND
PROPOSED USE:	WAREHOUSE / OFFICE SPACE

DEVELOPMENT NOTES

1. PARKING REQUIREMENTS

   17,880 SF WAREHOUSE SPACE
   1 SPACE = 1,000 SF
   REQUIRED SPACES = 18 SPACES

   TOTAL PARKING REQUIRED: 18 SPACES
   PROVIDED SPACES: 17 SPACES
   1 ADA SPACE
   18 SPACES TOTAL

2. OPEN SPACE REQUIREMENTS

   LOT SIZE = 42,153 SF
   REQUIRED OPEN SPACE (20%) = 8,431 SF
   PROVIDED OPEN SPACE = 9,144 SF (21.7%)

VICINITY MAP
NO SCALE

NORTH

SCALE 0 20 40 IN FEET

CITY PERMIT NO.

PROJECT NAME

NO	DATE	BY	CKD	APPR	COMMENT

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Sambatek
Engineer JOSHUA IBARRA, P.E.
P.E. No. 147918 Date 12/12/2023

PRELIMINARY 12/12/2023
DESIGN REVIEW
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DRAWN BY MRG
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CHECKED BY JDI
PROJECT NO. 52481

Sambatek
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TEXAS BPELS REG. F-19014 | SURVEY REG. 10194760

SPECIFIC USE PERMIT SITE PLAN

HAJOCA
626 CRESTSIDE DR.

DUNCANVILLE, TEXAS

SHEET
SUP 1

24.15 (LMS TECH) | JOSHUA IBARRA PE, (TX) | 12/12/2023 3:48:18 PM
L:\PROJECTS\52481\CAD\EXHIBITS\2023-12-05 SUP SITE PLAN\52481-SUP-SITE.DWG;SITE PLAN

Dear City of Duncanville,

Subject: Operations Overview of Moore Supply Co.

I hope this letter finds you well. I am writing on behalf of Hajoca/Moore Supply to provide a comprehensive understanding of our operations within Duncanville and surrounding areas.

Moore Supply operates as a dedicated plumbing wholesale distributor offering a range of products and services to professionals, contractors, and residents alike. Our services encompass both counter sales and efficient delivery options to meet the diverse needs of our clientele within Duncanville.

Counter Sales:

Our storefront in Duncanville serves as a hub for plumbing professionals and residents seeking quality products and expert guidance. We maintain a comprehensive inventory, ensuring a wide selection of plumbing supplies, fixtures, and equipment readily available for immediate purchase. Our knowledgeable staff is committed to providing exceptional customer service, assisting customers in finding the right products and solutions for their projects.

Delivery Services:

Recognizing the demand for prompt and reliable delivery services, we offer a streamlined delivery system to our valued customers. Our delivery network ensures timely transportation of orders directly to job sites, businesses, or residences within Duncanville and nearby areas. We prioritize efficiency and reliability, aiming to support the seamless progress of plumbing projects by ensuring timely access to necessary supplies.

Hajoca/Moore Supply remains committed to upholding the highest standards of quality, reliability, and customer satisfaction in all our operations. We are dedicated to contributing positively to the plumbing industry in Duncanville by providing top-notch products and services.

Should you require any further information or have specific inquiries regarding our operations, please feel free to contact us at corey.bugay@mooresupply.com. We value our relationship with the City of Duncanville and look forward to continuing our services and support to the community.

Thank you for your time and consideration.

Sincerely,

Corey Bugay

Moore Supply Co.

Duncanville, TX. 75137

214-379-1562

City of Duncanville
Planning Division
103 E. Wheatland Rd., Duncanville, TX 75116
P. O. Box 380280, Duncanville, TX 75138-0280
(p) 972-780-5057, 972-707-3878
(e) planningandzoning@duncanvilletx.gov

February 2, 2024

Zoning File: **2024-01**

Dear Property Owner:

Sambatek, Applicant, representing Hajoca Corporation, owner, is requesting approval of a Specific Use Permit to allow for the use of "Building Materials Sales" on Crestview, Blk C, Lots 20, 20.01, and 21, more commonly known as **624, 626, and 628 Crestside Drive**, 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 the granting of a Specific Use Permit for this particular public hearing. Please refer to the enclosed map that indicates which property is being considered for the granting of a Specific Use Permit.

The Planning and Zoning Commission will hold a public hearing on Monday, February 12, 2024, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, March 5, 2024, 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 request. If you oppose the zoning request, however, the attached survey must be completed and returned by **March 5, 2024**, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary, Chiquita Taylor, or to the Director of Planning and Zoning, Nathan Warren, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email planningandzoning@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
Director of Planning and Zoning

Enclosures

City of Duncanville
Planning Division
103 E. Wheatland Rd., Duncanville, TX 75116
P. O. Box 380280, Duncanville, TX 75138-0280
(p) 972-780-5057, 972-707-3878
(e) planningandzoning@duncanvilletx.gov

Duncanville
City of Champions

Febrero 2, 2024

Archivo de zonificación: **2024-01**

Estimado propietario:

Sambatek, solicitante, representando a Hojaca Corporation, propietario, está solicitando la aprobación de un Permiso de Uso Específico para permitir el uso de "Ventas de Materiales de Construcción" en Crestview, Blk C, Lots 20, 20.01, and 21, más comúnmente conocido como **624, 626, and 628 Crestside Drive**, 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 el otorgamiento de un Permiso de Uso Especifico para esta audiencia pública en particular. Consulte el mapa adjunto que indica qué propiedad se está considerada para el otorgamiento de un Permiso de Uso Especifico.

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 12 de Febrero de 2024, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 5 de Marzo de 2024, 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 de la solicitud de zonificación. Sin embargo, si se opone a la solicitud de zonificación, la encuesta adjunta debe completarse y devolverse antes del **5 de Marzo de 2024**, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos al Secretaria de la Ciudad, Chiquita Taylor, o al Director de Planificación y Zonificación, Nathan Warren, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico planningandzoning@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
Director de Planificación y Zonificación

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. 2024-01 Sambatek, Applicant, representing Hajoca Corporation, owner, is requesting approval of a Specific Use Permit to allow for the use of "Building Materials Sales" on Crestview, Blk C, Lots 20, 20.01, and 21, more commonly known as **624, 626, and 628 Crestside Drive**, in the City of Duncanville, Dallas County, Texas.

NOTE: The purpose of the request is to allow for a **Specific Use Permit**.

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

The Planning and Zoning Commission will hold a public hearing on Monday, February 12, 2024, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, March 5, 2024, 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 request.

If you oppose the zoning request, however, the attached survey must be completed and returned by **March 5, 2024**, 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. 2024-01 Sambatek, solicitante, representando a Hojaca Corporation, propietario, está solicitando la aprobación de un Permiso de Uso Específico para permitir el uso de "Ventas de Materiales de Construcción" en Crestview, Blk C, Lots 20, 20.01, and 21, más comúnmente conocido como **624, 626, and 628 Crestside Drive**, en la ciudad de Duncanville, condado de Dallas, Texas.

NOTA: El propósito de la solicitud es permitir un **Permiso de Uso Especifico**.

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 **Permiso de Uso Especifico**. **Su propiedad no está siendo rezonificada.**

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 12 de Febero de 2024, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 5 de Marzo de 2024, 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 de la solicitud de zonificación.

Sin embargo, si se opone a la solicitud de zonificación, la encuesta adjunta debe completarse y devolverse antes del **5 de Marzo de 2024**, 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:

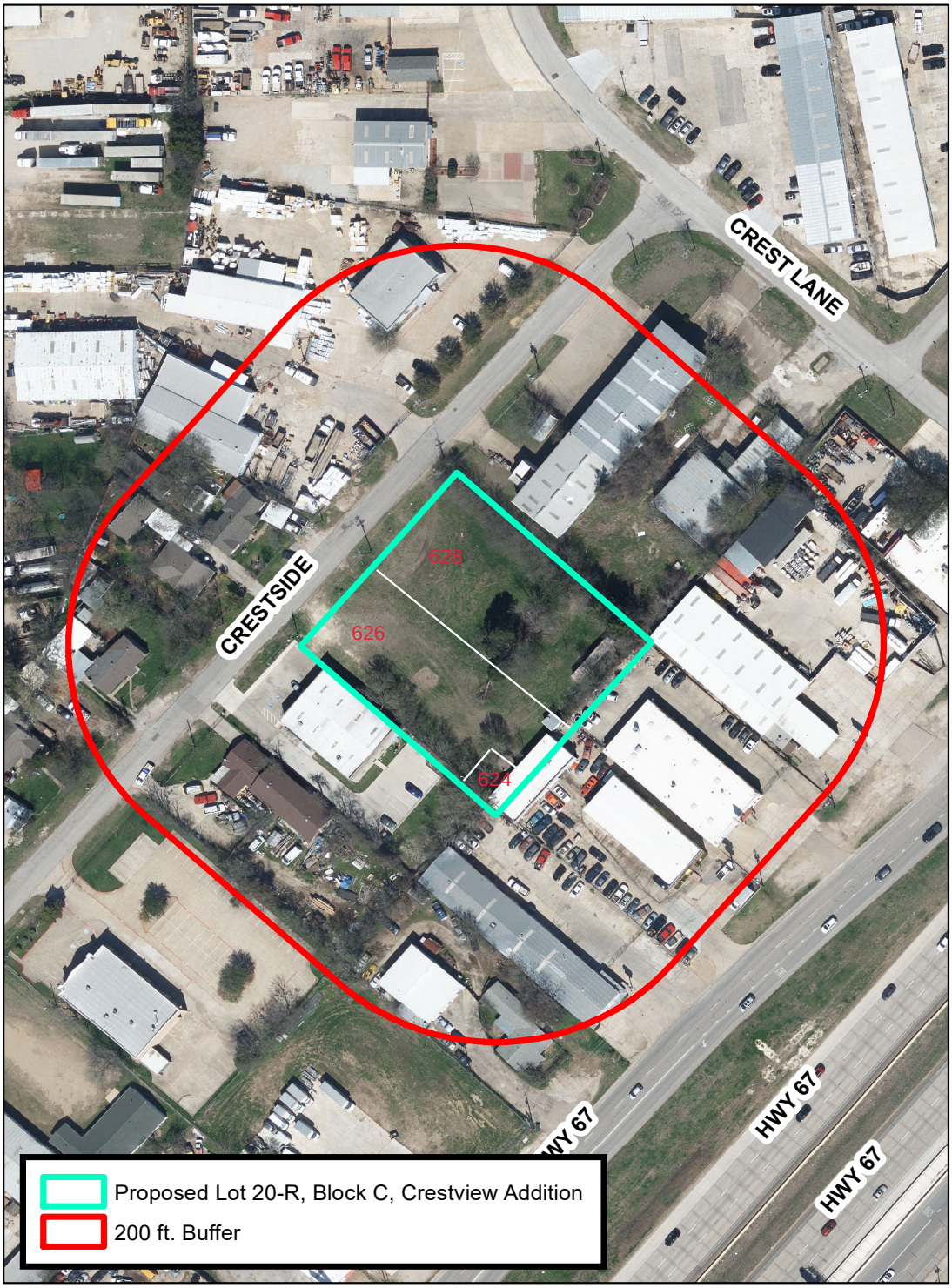
1).

2).

3).

Nombre impreso: _____ Dirección: _____

Firma: _____ Fecha: __



The applicant is requesting a Specific Use Permit (SUP) at 624, 626 and 628 Crestside Drive for the purpose to operate a warehouse for the use "Building Materials Sales".

El solicitante esta solicitando un Permiso de Uso Especifico (SUP) en 624, 626 y 628 Crestside Drive para operar un almacen para el uso de "Venta de Materiales de Construcción".

Received by Planning Division
01/04/2024 @ 12:15 p.m.

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. 2024-01 Sambatek, Applicant, representing Hajoca Corporation, owner, is requesting approval of a Specific Use Permit to allow for the use of "Building Materials Sales" on Crestview, Blk C, Lots 20, 20.01, and 21, more commonly known as **624, 626, and 628 Crestside Drive**, in the City of Duncanville, Dallas County, Texas.

NOTE: The purpose of the request is to allow for a **Specific Use Permit**.

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

The Planning and Zoning Commission will hold a public hearing on Monday, January 8, 2024, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, February 6, 2024, 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 request.

If you oppose the zoning request, however, the attached survey must be completed and returned by **February 6, 2024**, 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). Increases property values.

2). Encourages more industrial Development.

3).

Printed Name: Vernon Wilson Address: 611 crestside Dr.

Signature: [signature] Date: 12/28/2023

NEWHOUSE DAVID V III & BARBARA A NEWHOUSE
PO BOX 1975
CEDAR HILL, TEXAS 751061975
633 E HIGHWAY 67

AYISHA LLC
608 CRESTSIDE DR
DUNCANVILLE, TEXAS 751373404
608 CRESTSIDE DR

CRESTSIDE ALEXANDER DALLAS LLC
627 CRESTSIDE DR
DUNCANVILLE, TEXAS 751370000
627 CRESTSIDE DR

CHILDRES JERRY
PO BOX 238
CEDAR HILL, TEXAS 751060238
1307 CREST LANE DR

WELLS DENNIS L & SHARON E
1303 CREST LANE DR
DUNCANVILLE, TEXAS 751373415
1303 CREST LANE DR

HAJOCA CORPORATION
2001 JOSHUA RD
LAFAYETTE, PA 194440000
628 CRESTSIDE DR

HAJOCA CORPORATION
2001 JOSHUA RD
LAFAYETTE, PA 194440000
626 CRESTSIDE DR

GARY DEMITRE
2333 WARWICK AVE
GRAND PRAIRIE, TEXAS 750521311
624 CRESTSIDE DR

TEAM MINNOW FAMILY LIMITED
518 N BRITAIN RD
IRVING, TEXAS 750617608
620 CRESTSIDE DR

BROWN LIVING TRUST THE % ROBERT & GINA BROWN
40 ELLIS PAK CT
WAXAHACHIE, TEXAS 751670000
616 CRESTSIDE DR

ELI-THOMPSON JEFFREY ADAM
1319 N DUNCANVILLE RD
DUNCANVILLE, TEXAS 751162207
1313 CREST LANE DR

DCH COMMUNITY HOLDINGS LLC SERIES III DUNCANVILLE
15603 MOONDUST DR
DALLAS, TEXAS 752485231
635 E S G ALEXANDER FWY

RAMIREZ MARTIN & MARIA
306 WILLOWBROOK DR
DUNCANVILLE, TEXAS 751164512
631 E HIGHWAY 67

TODD DALE D
702 TYLER CT
DUNCANVILLE, TEXAS 751372626
623 E HIGHWAY 67

CEDAR HILL HOLDING LLC
36970 LBJ FREEWAY
DALLAS, TEXAS 752370000
617 E HIGHWAY 67

RODRIGUEZ MANUEL
615 CRESTSIDE DR
DUNCANVILLE, TEXAS 751373413
615 CRESTSIDE DR

PROPERTY OWNER
611 CRESTSIDE DR
DUNCANVILLE, TX 75137

BROWN LIVING TRUST THE
40 ELLIS PAK CT
WAXAHACHIE, TEXAS 751670000
607 CRESTSIDE DR

THOMAS KEVIN
923 COVENTRY LN
DUNCANVILLE, TEXAS 751372103
603 CRESTSIDE DR

SONA INTERESTS LTD
330 ROMA DR
DUNCANVILLE, TEXAS 751164336
643 E US HWY 67

SONA INTERESTS LTD
330 ROMA DR
DUNCANVILLE, TEXAS 751164336
639 E US HWY 67

19 NOTICES MAILED

ORDINANCE NO. 2506

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, TO GRANT A SPECIFIC USE PERMIT FOR BUILDING MATERIAL SALES ON REAL PROPERTY ZONED AS COMMERCIAL DISTRICT ZONING DESCRIBED AS BLOCK C, LOTS 20, 20.1, AND 21, MORE COMMONLY KNOWN AS 624, 626, AND 628 CRESTSIDE DRIVE, IN THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS; PROVIDING FOR SPECIFIC USE PERMIT SITE PLAN, LANDSCAPE PLAN AND ELEVATIONS, WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBITS 'A' THROUGH 'C', RESPECTIVELY; 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;

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be and the same are hereby amended to grant a Specific Use permit for building material sales on real property zoned as Commercial District Zoning described as Block C, Lots 20, 20.1, and 21, more commonly known as 624, 626, and 628 Crestside Drive, in the City of Duncanville, Dallas County, Texas.

SECTION 2. That the above-described Property shall be used and developed only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville and the Specific Use Permit Site Plan, Landscape Plan and Elevations, which are attached hereto and incorporated herein as Exhibits 'A' through 'C', respectively.

SECTION 3. That all provisions of the ordinances of the City of Duncanville in conflict with the provisions of this ordinance be and the same are hereby repealed and all ordinances not so in conflict shall remain in full force and effect.

SECTION 4. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That 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 hereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. That any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a 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 be deemed to constitute a separate offense.

SECTION 7. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of March, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A

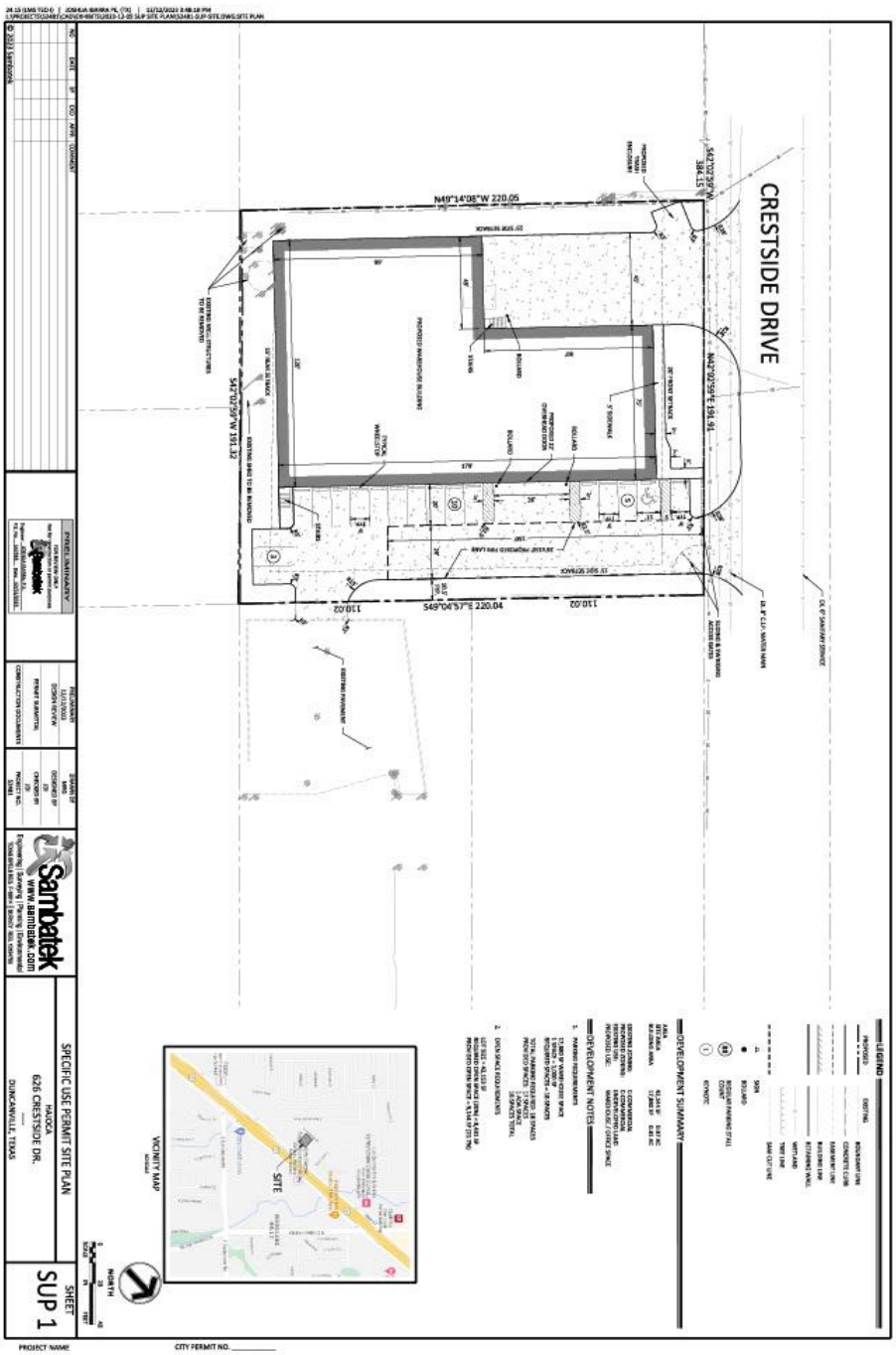

CRESTSIDE DRIVE
N49°14'08"W 220.05
S49°04'57"E 220.04
S40°55'03"W 151.32
N40°55'03"E 151.91
S42°02'18"W 38.15
110.02
110.02
SITE
VICINITY MAP
SPECIFIC USE PERMIT SITE PLAN
HAUGA
626 CRESTSIDE DR.
DUNCANVILLE, TEXAS
SUP 1
SHEET
PROJECT NAME
CITY PERMIT NO. _____

EXHIBIT B

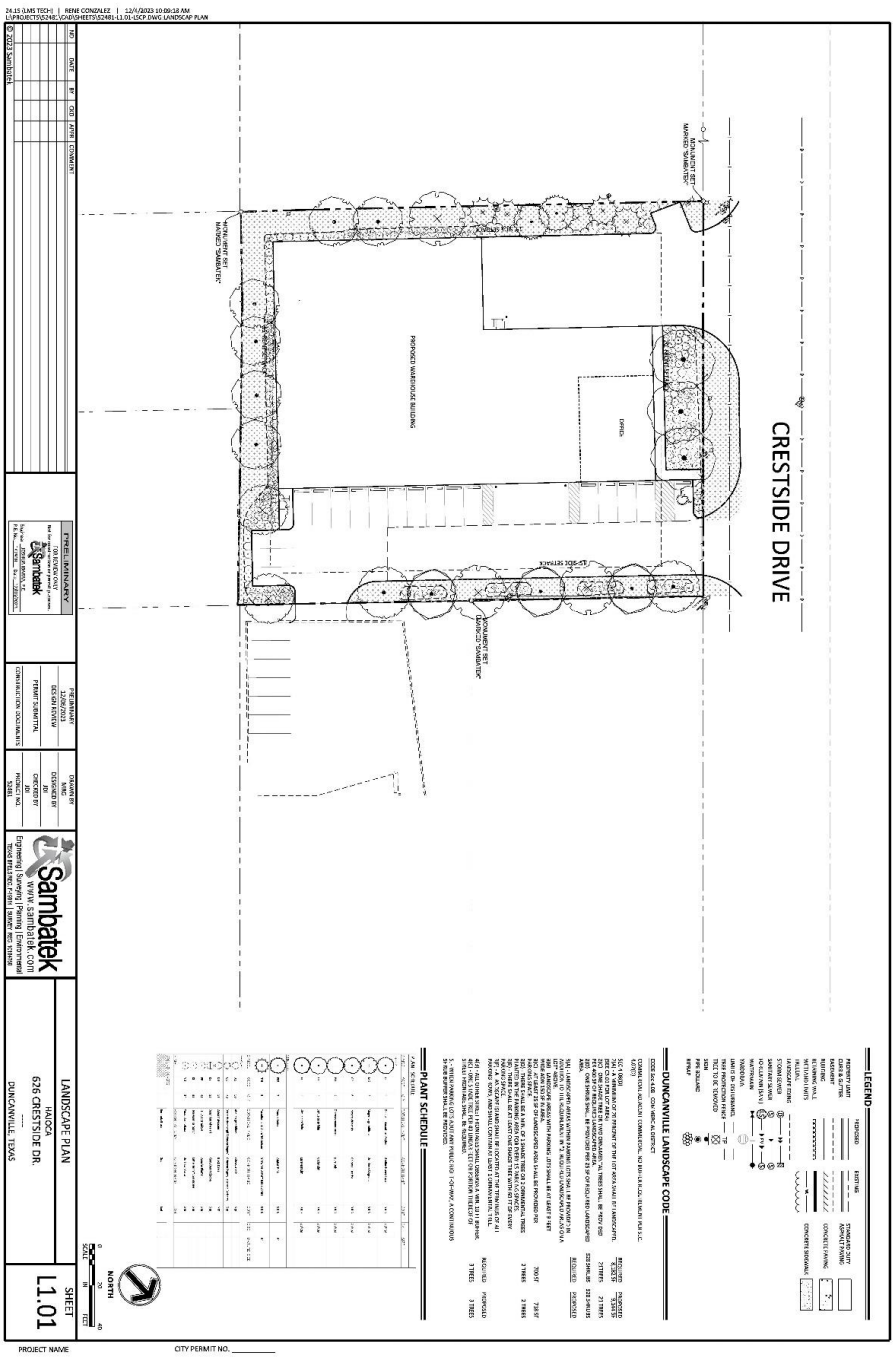
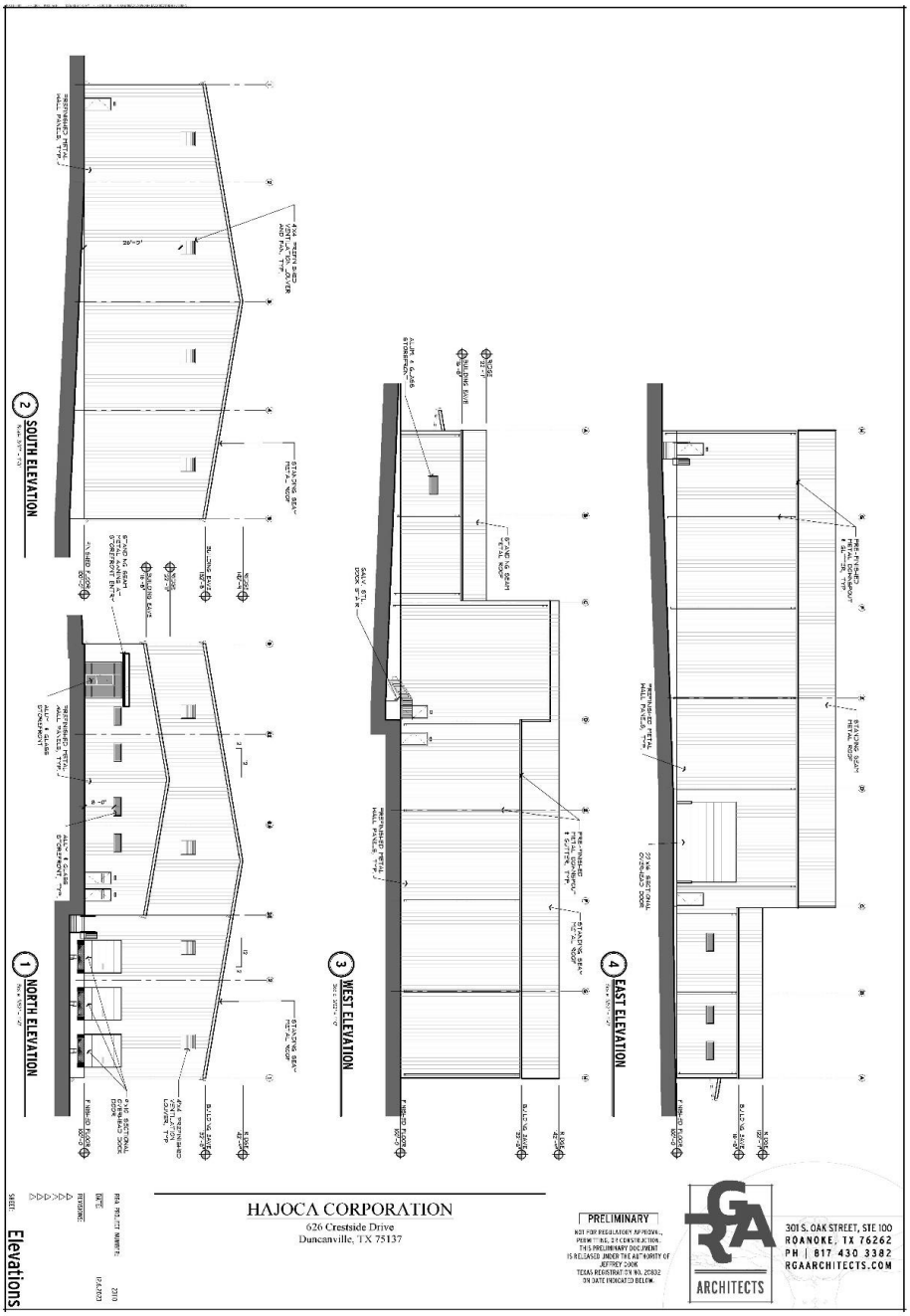

CRESTSIDE DRIVE
PROPOSED WAREHOUSE BUILDING
OFFICE
LANDSCAPE CODE
PLANT SCHEDULE
LANDSCAPE PLAN
626 CRESTSIDE DR.
DUNCANVILLE, TEXAS
L1.01
SHEET
PROJECT NAME
CITY PERMIT NO. _____
NORTH
SCALE: 1" = 20'
Sambatek
www.sambatek.com
Engineering | Surveying | Planning | Environmental
Texas Registered Firm | Sambatek, Inc.
PRELIMINARY
NOT FOR CONSTRUCTION
PERMIT SUBMITTAL
CONSTRUCTION DOCUMENTS
OWNER
DESIGNED BY
DRAWN BY
CHECKED BY
PROJECT NO.
2024
© 2023 Sambatek

EXHIBIT C


2 SOUTH ELEVATION
1 NORTH ELEVATION
3 WEST ELEVATION
4 EAST ELEVATION
HAJOCA CORPORATION
626 Crestside Drive
Duncanville, TX 75137
PRELIMINARY
NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.
THIS PRELIMINARY DOCUMENT IS RELEASED UNDER THE AUTHORITY OF JEFFREY DIRK
TEXAS REGISTRATION NO. 25832
ON DATE INDICATED BELOW.
ARCHITECTS
301 S. OAK STREET, STE 100
ROANOKE, TX 76262
PH | 817 430 3382
RGAARCHITECTS.COM
Elevations

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Conduct a public hearing regarding the request of Robert Brown, applicant, representing owner, Metro Housing LLC, to include a Specific Use Permit "SUP" for Short-Term Rental on Block 12, Lot 6, Dville Estates No. 3, more commonly known as 235 Greenstone Court, Duncanville, Dallas County, Texas, and consider adopting an ordinance to amend the Comprehensive Zoning Ordinance and Map.

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:
Nathan Warren, Director of Planning and Zoning

BACKGROUND/HISTORY:
Comprehensive Plan
The subject property has a Future Land Use Designation of Low Density Residential. The Plan states that low density residential represents a traditional single-family detached neighborhood and includes housing and living units for people with a range of incomes and needs. Low density residential areas generally range between three and five dwelling units per acre.

The Plan goes on to list the following policies to guide low density areas:

- They should be protected from, but accessible to, the major roadway network, commercial establishments, and industrial areas.
- Subdivisions should be accessible to collector and arterial streets, but should directly access only local streets, creating a balanced land-use pattern across the city.
- They should not be directly accessible to major arterials and freeways without adequate buffering and access management.

This request is in conformance with the Comprehensive Plan as the proposed accessory use is for the purpose of an existing single-family residence.

Project Scope

The applicant is seeking approval to allow for the use of Short-Term rental at the subject property. The associated structure consists of a single-family residence, approximately 1,996 square feet in size. Exterior features include existing trees, an attached garage, and an accessory structure. As of this writing, there are no active code compliance violations.

Definitions

- A Short-Term Rental is defined as A residential unit offered for rental to guests for residential purposes for a period of one (1) to thirty (30) nights. Examples include, but are not limited to, Airbnb, Vacation Rentals by Owner, HomeAway, and other brokers. Such rentals may include a shared room, a single room, or the entire dwelling unit. These uses are conducted by the homeowner or tenant, not by a hotel or other business.
- A Long-Term Rental is defined as a single-family dwelling, two-family dwelling (duplex) and townhouse, or portion thereof that is rented or offered for rent for longer than 30 days as a residence to a non-family member.
- A Boarding House is defined as a temporary or permanent residence that provides housing for four (4) or more unrelated people. Such use is not licensed by the State.
- A Bed and Breakfast is defined as generally small, owner-operated businesses providing the primary financial support of the owner. Usually, the owner lives on premises. The building's primary usage is for business. Inns advertise, appropriate taxes, and post signs. Breakfast is the only meal served and only to overnight guests. The inn may host events such as weddings, small business meetings, etc. Room numbers range from four (4) to twenty (20). Reservations may be made directly with the property.

Parking

Single-Family Parking Requirements are as follows:

- Two (2) unenclosed, paved parking spaces.

The subject property meets the parking requirement.

Surrounding Land Use and Zoning

To the north, east, west, and south of the subject property are existing single-family residences zoned SF-10, Single-Family Residential District. The subject property is also zoned SF-10, Single-Family Residential District.

Short-Term Rental Standards

The Planning and Zoning Commission and the City Council shall consider the following standards listed in Section 3.04 (Short-Term Rental Standards) of the Zoning Ordinance:

- The applicant must obtain a Short-Term Rental permit from the City and provide proof of ownership of the residence.
- The applicant must demonstrate to the satisfaction of the City Planner that the unit and property do not have any outstanding issues related to taxes or building, electrical, plumbing, fire, health, housing, police, planning, noise, or code enforcement provisions.
- The applicant must submit a report to the City Planner annually that indicates the following:
- The number of nights the unit was rented as a Short-Term Rental in the previous year.
- Proof of payment of Hotel Occupancy Tax is submitted to the City in accordance with Chapter 18 Article II of the City's Code of Ordinances and
- Proof of current property insurance.
- If the applicant has failed to meet one of these requirements, the City shall provide ten (10) calendar days of notice to comply.

- The City retains the right to suspend or remove a property from the registry. Once a property has been removed from the registry, the property shall not be added to the registry for at least one (1) year.
- Suspension or removal shall be at the discretion of the City Planner for reasons including, but not limited to, the following:
- The applicant has given false or misleading information during the application process.
- There has been a violation of any of the terms, conditions, or restrictions of this subsection.
- The applicant has failed to pay the Hotel Occupancy Tax in the timely manner; or
- The location has received three (3) complaints from the neighboring property owners for excessive noise or traffic within a twenty-four (24) month period.
- Continued operation of a Short-Term Rental following suspension or removal from the registry shall be considered a violation of this Zoning Ordinance.

Recommendation

Staff recommends approval of the request for a Specific Use Permit to allow Short-Term Rental use on the property with the following conditions.

Recommended Conditions

- No loud and raucous noise may be present on the property between the hours of 10:00 p.m. and 7:00 a.m.
- The SUP will be removed if the location receives three (3) substantiated complaints from neighboring property owners for excessive noise or traffic within a twenty-four (24) month period.
- The property must continue to be in good standing by not having any outstanding issues related to taxes or code compliance provisions.
- A report must be submitted to Planning staff annually that indicates the following:
    - The number of nights the unit was rented as a Short-Term Rental in the previous year
    - Proof of payment of Hotel Occupancy Tax
    - Proof of current property insurance
- The property will be suspended or removed from the registration list for one (1) year if false or misleading information is provided, there has been a violation of the terms, conditions, or restrictions or if the Hotel Occupancy Tax has not been paid in a timely manner.
- Continued operation of a short-term rental following suspension or removal from the registration list will be considered a violation of the City of Duncanville's Comprehensive Zoning Ordinance.

Planning and Zoning Commission Action

The Planning and Zoning Commission considered the applicant's request and recommended approval by a vote of 4 to 1.

POLICY EXPLANATION:

Notification

Nineteen (19) notices were sent out for this public hearing. As of this writing, no responses have been received in favor of, or in opposition to, the request. Letters will be received until Tuesday, March 5, 2024, to fulfill legal requirements for a written formal protest to the City Council. The request is tentatively scheduled to proceed to the Tuesday, March 5, 2024, City Council hearing.

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 SUP.
2. Do not adopt an ordinance approving the SUP.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment 1 - Legal Advertisement
Attachment 2 - Area of Request Maps
Attachment 3 - Zoning Application
Attachment 4 - Property Survey
Attachment 5 - Floor Plan
Attachment 6 - Letter From Applicant
Attachment 7 - Letter to Property Owners Buffer Map and Responses
Attachment 8 - List of Property Owners
Duncanville.ZORD No. 2507 granting SUP for 235 Greenstone

Advertise 1 time - By January 24

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2024-06

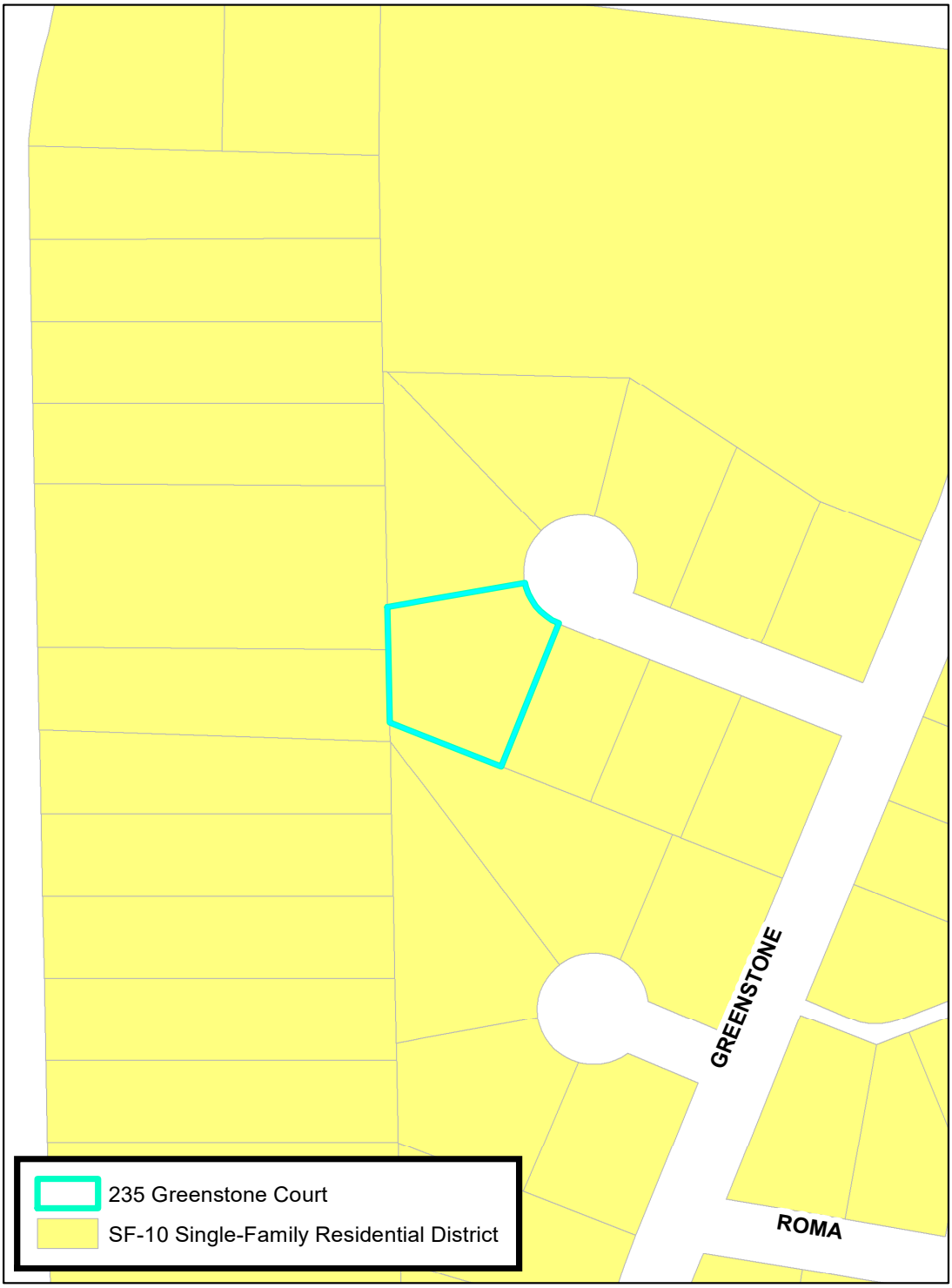
A public hearing will be held before the Planning and Zoning Commission on Monday, February 12, 2024, at 7:00 p.m., and before City Council on Tuesday, March 5, 2024, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of Robert Brown, Applicant, for a Specific Use Permit for the use of "Short-Term Rental", on Duncanville Estates No 3, Blk 12, Lt 6, more commonly known as 235 Greenstone Court, 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, Chiquita Taylor, or to Nathan Warren, Director of Planning and Zoning, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE
Chiquita Taylor
City Secretary

Nathan Warren
Director of Planning and Zoning

235 Greenstone Court
GREENSTONE
ROMA


GREENSTONE
ROMA
235 Greenstone Court
SF-10 Single-Family Residential District

Development Services
Planning Divsion
City Hall Annex - 103 E. Wheatland Rd., Duncanville, TX 75116
P.O. Box 380280, Duncanville, TX 75137
972-780-5057, 972-707-3878
planningandzoning@duncanvilletx.gov

Duncanville
City of Champions

ZONING CHANGE APPLICATION

CONTACT INFORMATION

Applicant/ Agent Robert Brown **Contact:** Robert Brown

☐ **Engineer** ☐ **Architect** ☐ **Surveyor** ☑ **Owner** ☐ **Other**

Applicant/Agent Address: 40 Ellis Oak Ct. **City:** Waxahachie **State:** TX **Zip:** 75167

Agent Email: Robertrhi1@gmail.com **Telephone:** 972-814-3613 **(Fax)** N/A

Property Owner: Metro Housing LLC Contact: Robert Brown

Owner Address 40 Ellis Oak Ct. City: Waxahachie State: TX Zip: 75167

Owner Email: Robertrhi1@gmail.com Telephone: 972-814-3613 (Fax) N/A

REQUIRED

PROPERTY INFORMATION

Property Address: 235 Greenstone Ct, Duncanville, TX 75116

Legal Description of Property: Lot 6 Block L D'Ville Estats

Lot No. 6 Block No. L Acreage: .137 Existing Zoning District: -

REQUIRED

REQUEST TYPE

☐ Specific Use Permit - Commercial
For _____

☑ Specific Use Permit - Residential
For STR

☐ Change in Zoning
From _____ To _____

☐ Planned Development (PD)
☐ Amend PD Approval
☐ Development Plan Approval
☐ Conceptual Plan Approval
☐ Alternative Compliance Request
☐ Text Amendment

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

Completed applications may be emailed to planningandzoning@duncanvilletx.gov.

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.

Robert Brown
Signature of Current Property Owner

12/28/23
Date

Notarization

BEFORE ME, Gina Brown, on this day personally appeared Robert Brown, known to or proved to me on the oath of _____ or through TX Drivers License (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 28 day of December, 2023.

(Seal)

GINA BROWN NOTARY PUBLIC STATE OF TEXAS ID 12411982 EXP. 02-24-2026

Gina Brown
Notary Public in and for the State of Texas
My Commission Expires: 2/24/2026

SUBMITTAL CHECKLIST

Specific Use Permit - Commercial

Please check if applicable

YES	N/A	
☐	☐	Written Letter with detailed description of proposed operation
☐	☐	Site Plan
☐	☐	Building Elevation and Signage Plan
☐	☐	Landscape Plan
☐	☐	Floor Plans
☐	☐	Other _____

Specific Use Permit - Residential

Please check if applicable

YES	N/A	
☑	☐	Written Letter of Intent with detailed description of request
☐	☑	HOA approval letter (if applicable)
☑	☐	Drawings, spec sheets, diagrams or other documents in electronic format (PDF)
☐	☑	Letter from owner (if applicant is not owner) and/or approval letter from HOA (if applicable)
☐	☐	Other _____

Planned Development

YES	N/A	
☐	☐	Written Letter with detailed description of proposed development with proposed conditions
☐	☐	Conceptual Plan

(The purpose of a Conceptual Plan is to provide a general layout of the proposed development prior to a more specific Development Plan being submitted. A Conceptual Plan shall be construed to be an illustration of the development concepts only and not an exact representation of the specific development proposed.)

☐ ☐ Development Plan with proposed PD Conditions

(The purpose of a Development Plan is to specifically illustrate the proposed location and arrangement of uses and structures, the relationship of such uses to base zoning districts, development phasing, planned public improvements, open space, proposed amenities and the overall design of the development. Development Plan shall be incorporated into the regulations of the PD ordinance, shall be construed in conjunction with the authorized uses and development standards set forth in such regulations, and shall be in general conformity with the approved Conceptual Plan for the PD (if applicable).

REQUIRED

SURVEY DESCRIPTION

Surveying Firm # 10091800

LOT 6, BLOCK L, D'VILLE ESTATES, INSTALLMENT NO. 3, AN ADDITION TO THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 75171, PAGE 657, MAP RECORDS OF DALLAS COUNTY, TEXAS.

According to the Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel No. 48113C0470 K, dated July 07, 2014, this property does not lie within a 100-Year Flood Hazard Area.

Scale: 1"= 30' | Tech: JD, Field: JC | Job No: 2307TE48

ADDITIONAL BUILDING LINES/EASEMENTS PER CITY ZONING ORDINANCES & SUBDIVISION RESTRICTIONS/COVENANTS MAY AFFECT SUBJECT PROPERTY

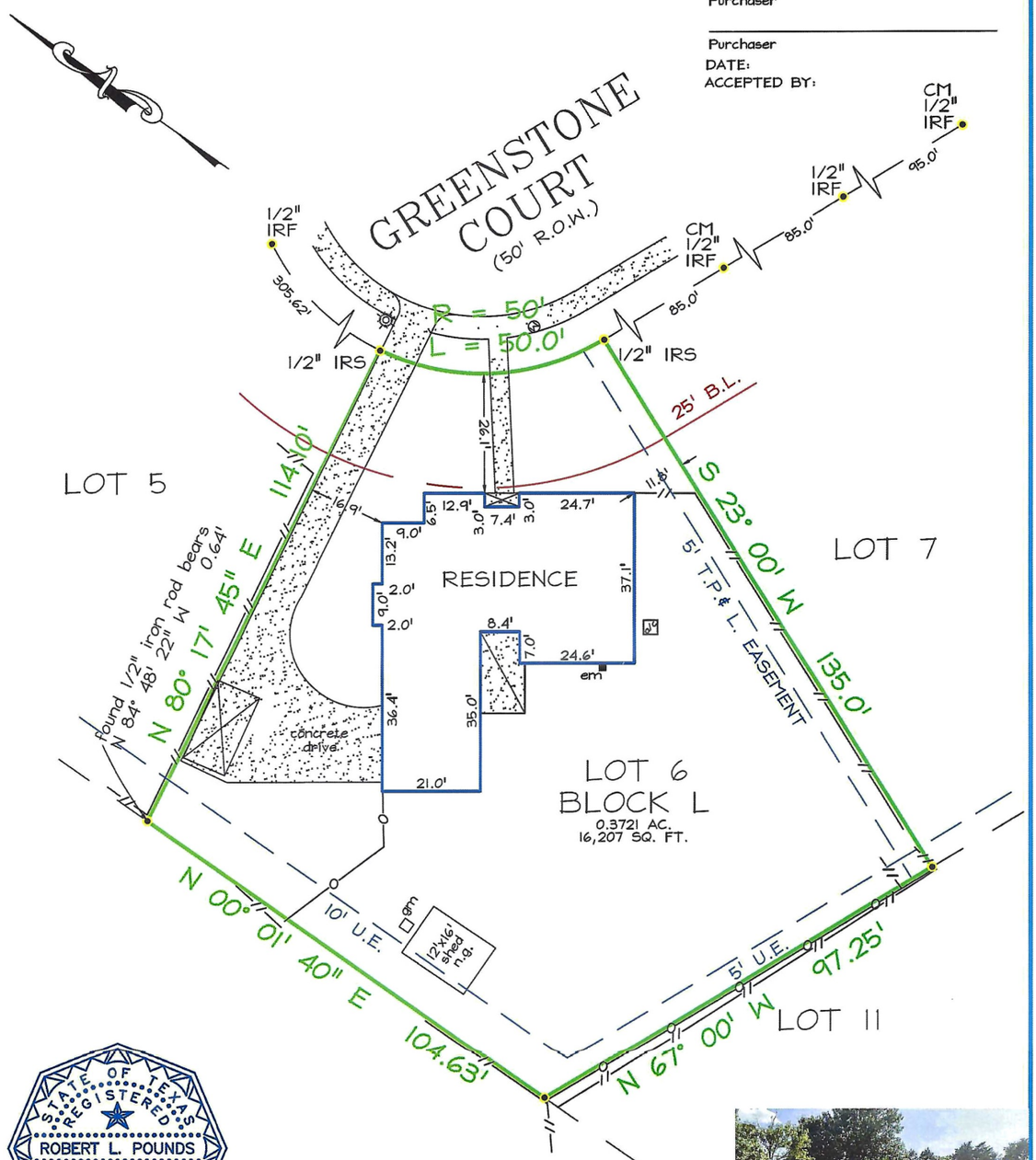
BUILDING LINES/EASEMENTS PER PLAT UNLESS OTHERWISE NOTED

Purchaser

Purchaser

DATE:

ACCEPTED BY:



STATE OF TEXAS
REGISTERED
ROBERT L. POUNDS
1976
PROFESSIONAL
LAND SURVEYOR

Address: 235 GREENSTONE COURT

G.F. No.: 2300423I-30

Date: 07/17/2023

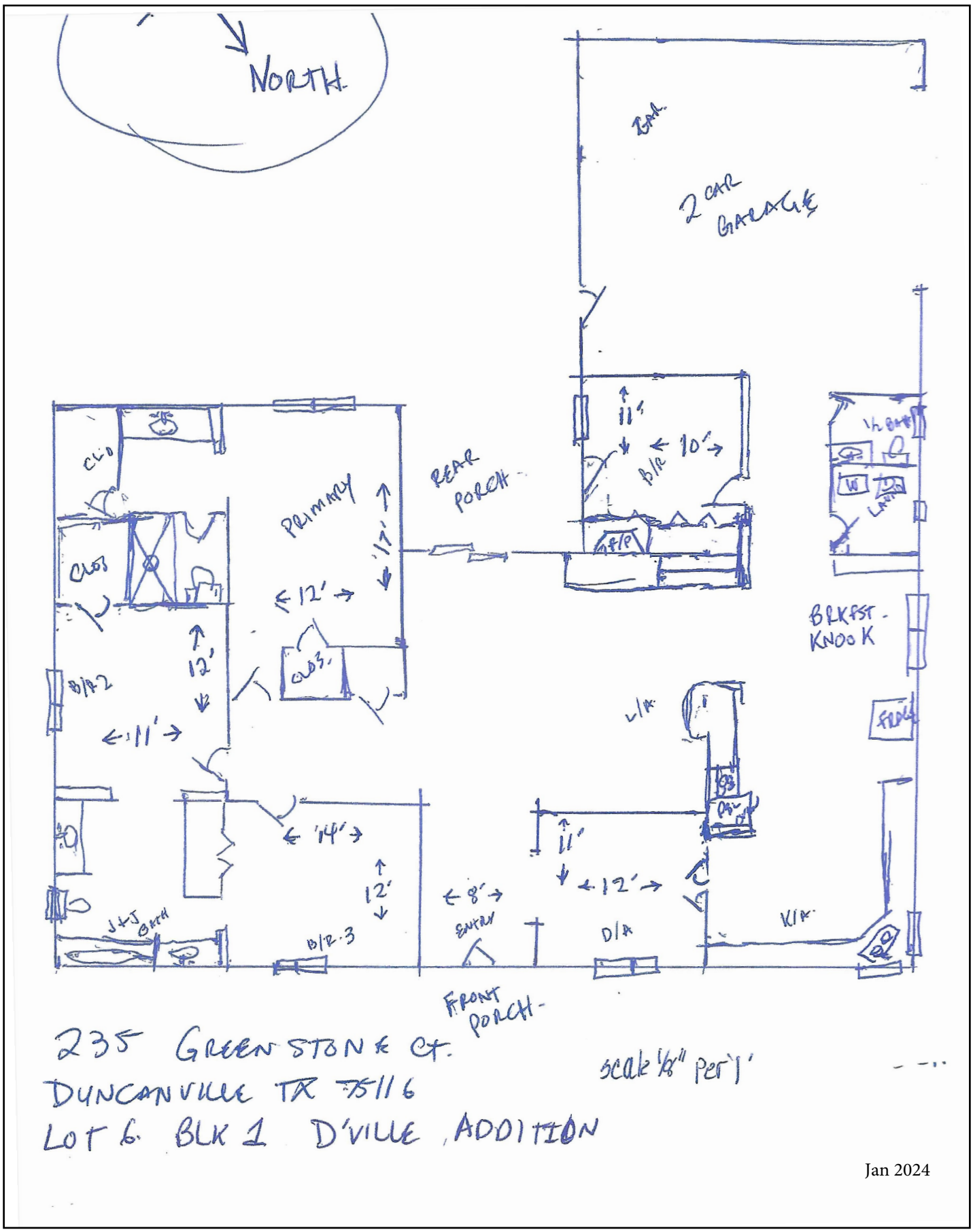
I, Robert L. Pounds, Registered Professional Land Surveyor No. 1976, do hereby declare that the map shown hereon accurately represents the property as determined by an on-the-ground survey made under my direct supervision and correctly shows the boundary lines and dimensions of the property, as found on the date of the survey, indicated hereon. There are no visible conflicts, or protrusions, except as shown and said property has access to a public roadway. All easements and right-of-ways that the surveyor has knowledge of or has been advised of and those shown on the referenced plat of record are shown or noted hereon. This survey is for the exclusive use of title company, the mortgage company and the purchaser.

FULLER LAND SURVEYING, INC.

LEGEND

B.L. = Building Line	I.P.F. = Iron Pipe Found	● = Power Pole	—//— = Wood Fence
C.M. = Control Monument	I.R.F. = Iron Rod Found	P.O.S.E. = Public Open Space Easement	—O— = Chain Link Fence
D.E. = Drainage Easement	I.R.S. = Iron Rod Set Capped "FULLER"	R.O.W. = Right of Way	—□— = Iron Fence
D.U.E. = Drainage & Utility Easement	O.H.E. = Overhead Electric	Ⓦ = Water Meter	—X— = Wire Fence
M.E. = Maintenance Easement	( ) = Record Data	U.E. = Utility Easement	em = Electric Meter
ET = Electric Transformer	( ) = Bearing Basis	gm = Gas Meter	

2411 GARDEN PARK COURT, ARLINGTON, TX. 76013 - PH# (817)856-2442, FAX# (817)451-5676


NORTH
2 CAR GARAGE
PRIMARY
CLOS.
REAR PORCH
FRONT PORCH
ENTRY
BRKFST - KNOOK
D/A
K/A
235 GREENSTONE CT.
DUNCANVILLE TX 75116
LOT 6 BLK 1 D'VILLE ADDITION
scale 1/8" per 1'
Jan 2024

Robert Brown

12/28/2023

Short Term Rental Application

235 Greenstone Court

Duncanville, TX 75116

We purchased this property and have invested $20,000 to improve the property.

We would like to run a short term rental property at this location. We would manage it and monitor it closely.

This will generate additional revenue to the City of Duncanville with guests coming to stay and spending their money in Duncanville.

City of Duncanville
Planning Division
103 E. Wheatland Rd., Duncanville, TX 75116
P. O. Box 380280, Duncanville, TX 75138-0280
(p) 972-780-5057, 972-707-3878
(e) planningandzoning@duncanvilletx.gov

February 2, 2024

Zoning File: **2024-06**

Dear Property Owner:

Robert Brown, Applicant, is requesting a **Specific Use Permit** for the use of **"Short-Term Rental"** on Dville Estates No 3, Blk 12, Lt 6, more commonly known as **235 Greenstone Court**, 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 this zoning request for this particular public hearing. Please refer to the enclosed map that indicates which property is requesting to be granted a Specific Use Permit.

The Planning and Zoning Commission will hold a public hearing on Monday, February 12, 2024, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, March 5, 2024, 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 request. If you oppose the zoning request, however, the attached survey must be completed and returned by **March 5, 2024**, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary, Chiquita Taylor, or to the Director of Planning and Zoning, Nathan Warren, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email planningandzoning@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
Director of Planning and Zoning

Enclosures

City of Duncanville
Planning Division
103 E. Wheatland Rd., Duncanville, TX 75116
P. O. Box 380280, Duncanville, TX 75138-0280
(p) 972-780-5057, 972-707-3878
(e) planningandzoning@duncanvilletx.gov

Duncanville
City of Champions

Febrero 2, 2024

Archivo de zonificación: **2024-05**

Estimado propietario:

Robert Brown, solicitante, está solicitando **un Permiso de Uso Específico para el Uso de "Alquiler a Corto Plazo"** en Dville Estates No 3, Blk 12, Lt 6, más comúnmente conocido como **235 Greenstone Court**, 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 esta solicitud de zonificación para esta audiencia pública en particular. Consulte el mapa adjunto que indica a qué propiedad se le solicita la aprobación de un Permiso de Uso Especifico.

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 12 de Febrero de 2024, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 5 de Marzo de 2024, 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 de la solicitud propuesta. Sin embargo, si se opone la solicitud zonificación, la encuesta adjunta debe completarse y devolverse antes del **5 de Marzo 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, Chiquita Taylor, o al Director de Planificación y Zonificación, Nathan Warren, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico planningandzoning@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
Director de Planificación y Zonificación

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. 2024-06 Robert Brown, Applicant, is requesting to a **Specific Use Permit** for the use of **"Short-Term Rental"** on Dville Estates No 3, Blk 12, LT 16, more commonly known as **235 Greenstone Court**, 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 request.

NOTE: The purpose of the request is to **request a Specific Use Permit for Short-Term Rental.**

You have been sent this notice since your property is within the 200-foot notification area of the property requesting a Specific Use Permit. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a public hearing on Monday, February 12, 2024, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, March 5, 2024, 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 request.

If you oppose the request, however, the attached survey must be completed and returned by **March 5, 2024**, 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. 2024-06 Robert Brown, solicitante, está solicitando **un Permiso de Uso Específico para el Uso de "Alquiler a Corto Plazo"** en Dville Estates No 3, Blk 12, Lt 16, más comúnmente conocido como **235 Greensotne Court**, en la ciudad de Duncanville, condado de Dallas, Texas. Esta es la primera de dos audiencias públicas que se han programado para recibir más información sobre la solicitud de zonificación.

NOTA: El propósito de la solicitud es para pedir un **Permiso de Uso Especifico**.

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 una solicitud de zonificación. **Su propiedad no está siendo rezonificada.**

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 12 de Febrero 2024, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 5 de Marzo de 2024, 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 de la solicitud de zonificación propuesto.

Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del **5 de Marzo 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).

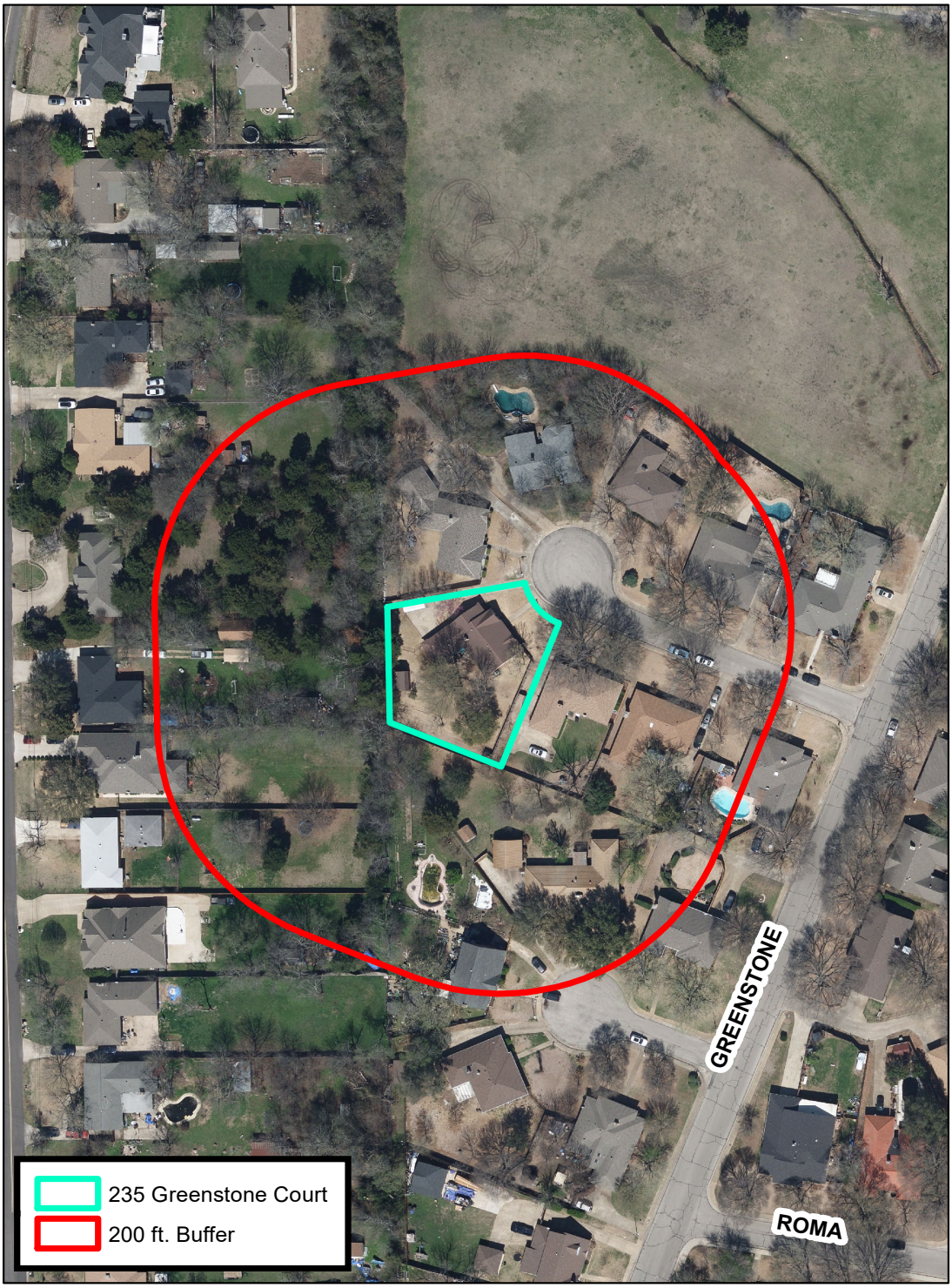
3).

Nombre impreso: _____ Dirección: _____

Firma: _____ Fecha: __

The applicant's purpose for this application is to request the approval of a Specific Use Permit from City Council to be able to operate the subject property, 235 Greenstone Ct., as a short-term rental.

El propósito del solicitante para esta solicitud es solicitar la aprobación de un Permiso de Uso Específico del Concilio de la Cuidad para poder operar la propiedad en cuestión, 235 Greenstone Ct., como alquiler a corto plazo.



From: Maria Ruiz
To: PlanningandZoning
Subject: Case No. 2024-06
Date: Tuesday, February 13, 2024 11:44:25 AM

To whom it may concern,

Per my conversation earlier today with Ms. Lynette Romero, I am sending this correspondence.

My name is Maria Ruiz and I am sending this email on behalf of my parents, Antonio & Noemi Ruiz, who have lived at 223 Greenstone Court, Duncanville, TX 75116 for 23 years. My parent's primary language is Spanish and last week they received a notice for property 235 Greenstone Court that is 200 ft away from their home to be zoned as Short-Term Rental. Despite of letter being in Spanish, their initial understanding for "short-term rental" was that the owner would lease out the property to one specific person for a short-term, so they voted in Favor and mailed in their vote.

However, now that they have a full understanding of what a "short-term" property is and basically that the property will be an Airbnb, they wish to **rescind** their vote. It is extremely important for them, that 235 Greenstone Ct. is not zoned for a short-term, in order to keep the fundamental nature of the Duncanville Estates neighborhood, and to continue to keep quality of life for the permanent residents of 20+ years peaceful and safe.

So, please rescind Antonio & Noemi Ruiz vote in favor to zone 235 Greenstone Ct as a short-term, as they now wish to vote **Not in Favor** for the zoning 235 Greenstone. An acknowledgment of this communication will be greatly appreciated.

If anything else is needed, please do not hesitate to contact me at (214) 455-4152 or reply to this email.

-Maria Ruiz

Received by Planning Division on
02/19/2024

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. 2024-06 Robert Brown, Applicant, is requesting to a **Specific Use Permit** for the use of **"Short-Term Rental"** on Dville Estates No 3, Blk 12, LT 16, more commonly known as **235 Greenstone Court**, 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 request.

NOTE: The purpose of the request is to **request a Specific Use Permit for Short-Term Rental.**

You have been sent this notice since your property is within the 200-foot notification area of the property requesting a Specific Use Permit. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a public hearing on Monday, February 12, 2024, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, March 5, 2024, 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 request.

If you oppose the request, however, the attached survey must be completed and returned by **March 5, 2024**, 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). Disturbance

2).

3).

Printed Name: Antonio Ruiz, SR Address: 223 Green stone Ct.

Signature: Antonio Ruiz Date: 02/14/2024

DUNCANVILLE CITY OF
PO BOX 380280
DUNCANVILLE, TEXAS 751380280
139 N GREENSTONE LN

BLACK WILLIAM F SR & ANA M
211 GREENSTONE CIR
DUNCANVILLE, TEXAS 751164348
211 GREENSTONE CIR

HOUNSEL JAMES R JR
215 GREENSTONE CIR
DUNCANVILLE, TEXAS 751164348
215 GREENSTONE CIR

MALONE CONNIE L & HERBERT WAYNE
219 GREENSTONE CIR
DUNCANVILLE, TEXAS 751164348
219 GREENSTONE CIR

RUIZ ANTONIO SR & NEOMI
223 GREENSTONE CT
DUNCANVILLE, TEXAS 751164347
223 GREENSTONE CT

THOMAS DEVOTIA T
227 GREENSTONE CT
DUNCANVILLE, TEXAS 751164347
227 GREENSTONE CT

HOZE JACKIE L & LINDA
231 GREENSTONE DR
DUNCANVILLE, TEXAS 751164347
231 GREENSTONE CT

METRO HOUSING LLC
40 ELLIS OAK DR
WAXAHACHIE, TEXAS 751670000
235 GREENSTONE CT

UEHARA RAY TUNGWA & JUDITH A
239 GREENSTONE CT
DUNCANVILLE, TEXAS 751164347
239 GREENSTONE CT

HABER ANTHONY G
243 GREENSTONE CT
DUNCANVILLE, TEXAS 751164347
243 GREENSTONE CT

HENDERSON ARTHUR L & CATHRYN
247 GREENSTONE CT
DUNCANVILLE, TEXAS 751164347
247 GREENSTONE CT

ALMANZA MARCO A & SUSANA G
251 GREENSTONE CT
DUNCANVILLE, TEXAS 751164347
251 GREENSTONE CT

DOVER WILLIAM G & CYNTHIA A &
255 GREENSTONE CT
DUNCANVILLE, TEXAS 751164347
255 GREENSTONE CT

SILVA RICARDO & DIANA
208 N CASA GRANDE CIR
DUNCANVILLE, TEXAS 751164104
208 N CASA GRANDE CIR

DIAZ FLAVIA & SERGIO TORRES
210 N CASA GRANDE CIR
DUNCANVILLE, TEXAS 751164104
210 N CASA GRANDE CIR

ROJAS ANTONIO & MARTHA L ROJAS
214 N CASA GRANDE CIR
DUNCANVILLE, TEXAS 751164104
214 N CASA GRANDE CIR

VAZQUEZ LORENA & JESUS P
218 N CASA GRANDE CIR
DUNCANVILLE, TEXAS 751164104
218 N CASA GRANDE CIR

ROSA SONIA E
222 N CASA GRANDE CIR
DUNCANVILLE, TEXAS 751164104
222 N CASA GRANDE CIR

MATTESON JAMES B
302 N CASA GRANDE CIR
DUNCANVILLE, TEXAS 751164106
302 N CASA GRANDE CIR

RED TIMOTHY J & PAULA J
306 N CASA GRANDE CIR
DUNCANVILLE, TEXAS 751164106
306 N CASA GRANDE CIR

19 notices mailed

ORDINANCE NO. 2507

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, TO GRANT A SPECIFIC USE PERMIT "SUP" TO ALLOW FOR SHORT-TERM RENTAL ON REAL PROPERTY ZONED AS SINGLE-FAMILY RESIDENTIAL ON BLOCK 12, LOT 6, DVILLE ESTATES NO. 3, MORE COMMONLY KNOWN AS 235 GREENSTONE COURT, DUNCANVILLE, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR DEVELOPMENT REGULATIONS; 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.

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, to grant a Specific Use Permit "SUP" to allow for a short-term rental on real property zoned as Single-Family Residential on Block 12, Lot 6, Dville Estates No. 3, more commonly known as 235 Greenstone Court, in the City of Duncanville, Dallas County, Texas.

SECTION 2. That the above-described property shall be used and developed only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville and regulations under the Code of Ordinance, as heretofore amended, and subject to the following additional development regulations:

a. No loud and raucous noise may be present on the property between the hours of 10:00 p.m. and 7:00 a.m.
b. The owner shall comply with Short-Term Rental registration and regulations ordinance, as amended.
c. The property must continue to be in good standing by not having any outstanding issues related to taxes or code compliance provisions.
d. A report must be submitted to Planning staff annually that indicates the following:

1. The number of nights the unit was rented as a Short-Term Rental in the previous year.
2. Proof of payment of Hotel Occupancy Tax
3. Proof of current property insurance

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 special use permit.

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.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of March, 2024.

APPROVED:

_____
Barry L. Gordon, Mayor

ATTEST:

_____
Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

EXHITBIT A

Real property on Block 12, Lot 6, Dville Estates No. 3, more commonly known as 235 Greenstone Court, in the City of Duncanville, Dallas County, Texas.

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Receive the Parks and Recreation Department Quarterly Report

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:
Receive the Parks and Recreation Department Quarterly Report

POLICY EXPLANATION:
Receive the Parks and Recreation Department Quarterly Report

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
2024-03-05 - Parks and Recreation Quarterly Report

City of Duncanville

PARKS AND RECREATION QUARTERLY REPORT

CITY COUNCIL MEETING
MARCH 5, 2024
BART STEVENSON, DIRECTOR OF PARKS AND RECREATION

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

New Employees

- Parks – Darius Fuller, Parks Crew Lead (Promotion)
- Sergio Molina, Irrigation Crew Lead

Darius Fuller

Sergio Molina

City of Duncanville

Park Maintenance Measurables

- The Park Maintenance Operations Division achieved notable successes, including planting 54 trees, installing new park signage, completing 43 park inspections, and effectively removing debris from inclement weather. Our team supported community events, including 2 parades and 3 celebrations, and enhanced their skills by attending the STIHL Power Tool workshop and TRAPS Maintenance Rodeo.
- The Parks and Streets Litter Sanitation Crews removed 316 bags of litter, significantly contributing to cleaner parks and streets. They also assisted in 7 homeless encampment cleanups and tackled 4 illegal dumping incidents, addressing environmental and safety concerns. The crews responded to various vandalism reports, preserving the integrity of public spaces.
- The Irrigation Division enhanced operational efficiency under new leadership, conducting a thorough evaluation of systems and equipment. We improved water distribution in two athletic parks, various medians, and park facility beds, and began installing an irrigation system at Kidsville Park. Our team's knowledge was further expanded through attendance at two conferences, focusing on best practices in water distribution.

Park Maintenance Measurables

- The Athletics Division successfully transitioned from tournament season to focus on facility improvements and field maintenance. Key actions included planting rye on four fields to enable early practice sessions for school associations starting in January. Comprehensive weed and pest control treatments were applied across all athletic ball fields to ensure optimal playing conditions. The division also addressed safety and comfort enhancements by removing hazardous playing surfaces, adding fence toppers at Alexander Softball Complex, replacing basketball backboards at Lakeside Park, and installing new bleachers at various parks. They were also able to attend the Winter Texas Turf Association Conference in Denton, TX.
- The Horticulture Division focused on beautification and seasonal planting, completing renovations on six beds, and performing seasonal maintenance on perineal grasses and other plants. They introduced vibrant color to the city with 600 flats of pansies and 3,500 tulips around city facilities. Additionally, we supplied seasonal poinsettias, enhancing the festive atmosphere.

Keep Duncanville Beautiful Board

- KDB Awarded 5 new properties Curb Appeal Winners and Awarded Alfonso's Breakfast Burritos with the Business Beautification Award for the Winter Quarter.
- The board hosted notable events including the inaugural Pumpkin Recycling Event and a Tree Giveaway to celebrate Texas Arbor Day, actively contributing to environmental sustainability. Participation in the Christmas Parade further highlighted the board's engagement with community traditions.
- Additionally, the Board Affiliate diligently completed all requirements and applications to maintain its prestigious status as a Tree City USA, a Keep Texas Beautiful Gold Star affiliate, and a Keep America Beautiful President's Circle member, demonstrating a committed effort to environmental stewardship and community beautification.
- KDB Upcoming Events –
  - Annual Garden Workshop – Saturday, March 9th
  - Inaugural Garden Luncheon – Saturday, April 20th

KDB Garden Workshop
Saturday, March 9th

KDB Garden Luncheon
Saturday, April 20th

Recreation Center Measurables

- Visits: December 2023 – February 2024
  - 469 memberships were sold throughout this quarter. The January Membership Drive generated $20,320 in revenue. We have also added 47 new SilverSneakers members this quarter.
  - 6,851 visits
  - 1,252 day pass visits
  - *New Program* – Dance Fitness – Instructor Ashlie Padilla turns music from a wide variety of genres into explosive and intense toning exercises.
  - Renew Active – Staff is still working to add a partnership with Renew Active, a senior citizen program with United Healthcare, by the next quarter.
- Programs
  - Sidesteppers
  - Pickleball
  - Karate
  - Yoga
  - SWAT Afterschool
  - SilverSneakers
  - Jazzercise
  - Tumbling
  - Cheerleading
  - Volleyball
  - DC Sports Basketball
  - Arts & Crafts

Recreation Center Measurables

- Recent Special Events
  - Christmas Parade & Tree Lighting
  - Cookies with Santa
  - Family Game Night
  - Membership Drive
  - Daddy Daughter Dance

- Upcoming Events
  - Princess Tea Party – Saturday, March 23
  - Easter Eggstravaganza – Saturday, March 30
  - Movies in the Park: The Super Mario Bros. Movie – Saturday, April 6
  - Duncanville 300 Jr. Grand Prix – Saturday, April 20
  - Concerts in the Park: Hazard County (Country) – Saturday, April 27
  - National Day of Prayer – Thursday, May 2
  - Concerts in the Park: Forever Mac (Classic Rock) – Saturday, May 18
  - Memorial Day Ceremony – Monday, May 27

Princess Tea Party
Saturday, March 23rd

Easter Eggstravaganza
Saturday, March 30th

Kidsville/Splashpad Grand Opening
Saturday, April 6th

City of Duncanville

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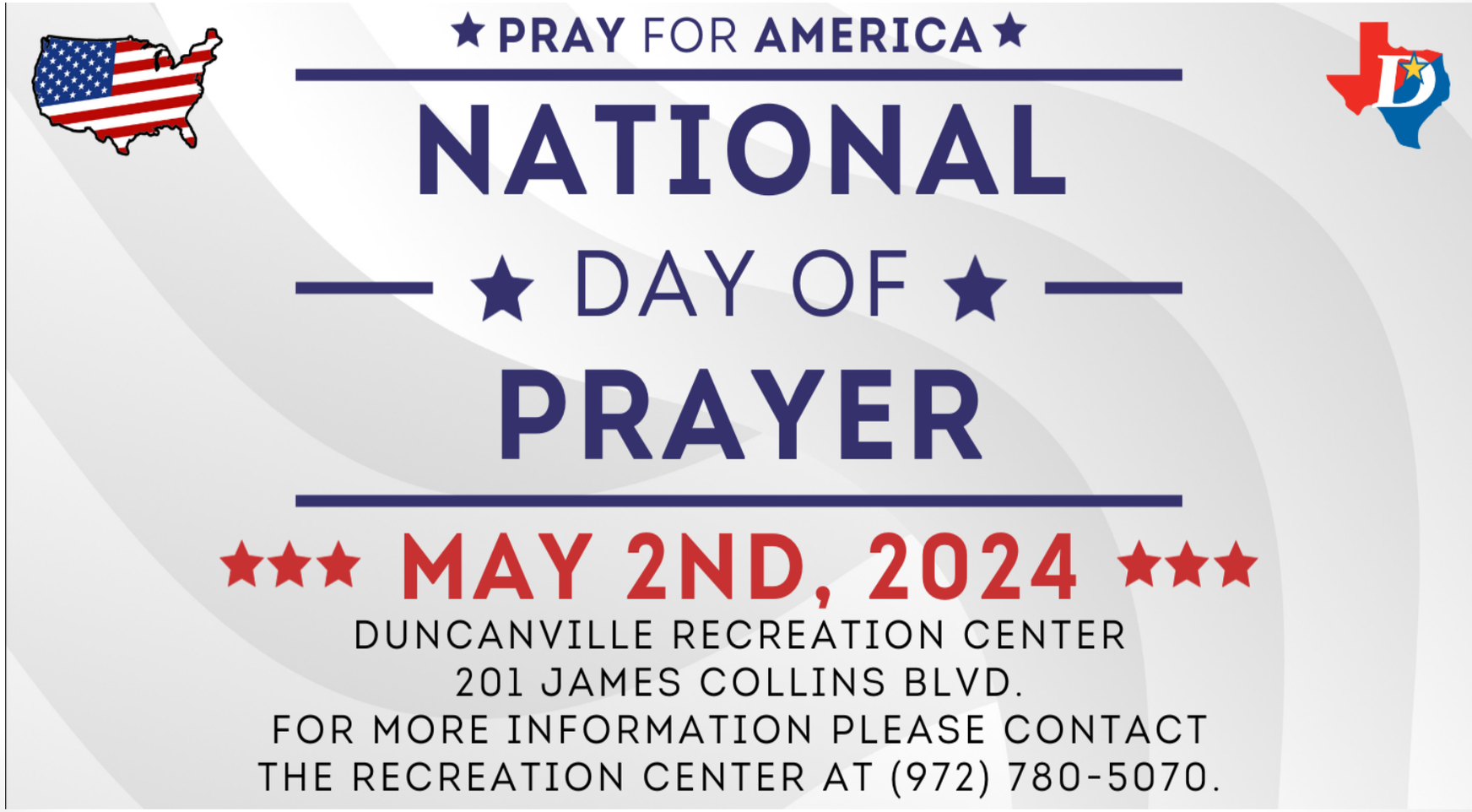
Movies in the Park: Super Mario Bros. Movie
Saturday, April 6th

Dark in the Park
Sunday, April 7th & Monday, April 8th

Duncanville 300 Jr. Grand Prix
Saturday, April 20th

Concert in the Park: Hazard County
Saturday, April 27th

National Day of Prayer
Thursday, May 2nd



City of Duncanville

17

Concert in the Park: Forever Mac
Saturday, May 18th

City of Duncanville

18

Memorial Day Ceremony
Monday, May 27th

City of Duncanville

Senior Center Measurables

- Visits: December 2023 – February 2023
  - 40 new and renewed memberships were sold throughout this quarter.
  - 2,145 visits
  - The Senior Center continues to operate at 100%
- Meals Served through DAAA/VNA Services
  - Dine-in lunch
  - 2,145
- Events
  - Bingo
  - Coffee with the Mayor
  - Walk in the Park
  - Game Night
  - Bagel Social
  - Black History Month Fireside Chat
  - Valentine's Day Spaghetti Lunch
  - Monthly Birthday Celebration
  - Trips to museums, restaurants, and entertainment venues
  - Various performances including choir and live entertainment

City of Duncanville

Senior Center Activities

- Staff continues to coordinate dine-in meal services for the senior citizens with the assistance of the Visiting Nurses Association (VNA) and Dallas Area Agency on Aging (DAAA).
  - Average in-person attendance is 45 members per day.
  - Average approximately 40 lunch meals per day (Dine-in).
  - Staff continues to provide mental games and activities for the seniors to keep their minds active and entertained, such as Bingo, Coffee with the Mayor, A Walk in the Park, Birthday Month Celebration, and other activities.
  - Working with the Share and Care Site Council, the staff makes weekly contact with all the members to make sure everyone is safe and inquire about any needs.

Bond Election Projects

- Armstrong Park
  - Awarded Texas Parks & Wildlife Local Non-Urban Grant - $749,805!
  - Plans are 100% complete
  - Construction began in July, 2023
  - Completion expected in March 2024
  - Grand Opening scheduled for April 6 at 3:00 PM
  - Staff distributed over 400 wood remnants from Kidsville along with Texas-shaped pavers

- Harrington Park
  - Plans are 100% complete
  - Received an updated Guaranteed Maximum Price (GMP)
  - Options to be determined with all the bond projects

- Trails
  - Projects still to be identified

Questions?

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Receive Police Department 2023 Racial Profiling Report.

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:
Matthew Stogner, Interim Chief of Police
Christopher Freis, Assistant Chief of Police

BACKGROUND/HISTORY:
The Texas Code of Criminal Procedure mandates all law enforcement agencies in the state to collect, analyze, and report on data related to racial profiling, relative to traffic stops by law enforcement officers. In compliance with those statutes, the Duncanville Police Department (DPD) collects data on every motor vehicle stop that results in a warning, citation, or arrest. As in previous years, DPD has contracted with the Research Justice Institute to analyze the data collected and prepare the annual report on racial profiling. The analysis and report were prepared by Dr. Chad Trulson, working in conjunction with Dr. Eric Fritsch, Chair of the Department of Criminal Justice at the University of North Texas.

The analysis shows that DPD is in full compliance with all relevant Texas laws concerning racial profiling.

POLICY EXPLANATION:
Texas Code of Criminal Procedure Article 2.131 prohibits peace officers from engaging in racial profiling. Articles 2.132 through 2.1385 require law enforcement agencies to develop a written policy meeting certain requirements, provide training and education to officers employed by the agency, provide a complaint and public education process, collect mandated data, report that data to the Texas Commission on Law Enforcement, analyze the data, provide a report to the governing body of

the municipality, and prescribe penalties for the chief administrator of any law enforcement agency that is not in compliance with any of the aforementioned provisions.

FUNDING SOURCE:

ORG and Object Number
Police Admin 01055000 - Professional Fees 708103

Available Budget	**Purchase Amount**	**After Encumber**
$2,500.00	$2,500.00	$0.00

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Cover Letter to Mayor & Council (2023 Report)
Final 2023 Racial Profiling Report Duncanville PD
TCLEDDS Racail Profiling Report 2023

March 5, 2024

To: Mayor Barry Gordon and Duncanville City Council
From: Matthew Stogner, Interim Chief of Police

CC: Mr. Douglas Finch, City Manager
Mr. Robert D. Brown, Jr., Assistant City Manager

Subject: 2023 Annual Report on Racial Profiling

The Duncanville Police Department 2023 Racial Profiling Comparative Analysis report is attached. Justice Research Consultants performed the analysis under the direction of Dr. Eric J. Fritsch. Should you have any questions about the analysis or methodology of the report, Dr. Fritsch may be contacted by phone at (940) 453-0278 or by email at fritsch@jrcresearch.com.

The Executive Summary of the analysis identifies six bullet statements critical to the analysis. The bullet statements indicate that the Duncanville Police Department fully complies with all statutory requirements regarding policy formulation, training, public education, and complaint filing and has met all mandated deadlines for compliance.

During 2023, the Duncanville Police Department received no complaints alleging racial profiling. The Duncanville Police Department takes any complaint of racial profiling very seriously, and any such allegations are thoroughly investigated to ensure fair and equitable law enforcement of citizens with whom our personnel contact during stops. Supervisors routinely review randomly selected audio/video recordings of traffic stops as a quality assurance measure. Additionally, all sworn members of the Department completed comprehensive racial profiling training during 2023.

This analysis will be available on the City of Duncanville's website and at the Duncanville Public Library in the current events section.

As required by statute, both the Full Report data from our 2023 Racial Profiling Report as well as this Comparative Analysis have been uploaded to the Texas Commission on Law Enforcement (TCOLE) website.

Please feel free to contact me with any questions or concerns regarding this analysis.

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DUNCANVILLE
POLICE DEPARTMENT

2023

RACIAL PROFILING ANALYSIS

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Executive Summary

Article 2.132-2.134 of the Texas Code of Criminal Procedure (CCP) requires the annual reporting to the local governing body of data collected on motor vehicle stops in which a ticket, citation, or warning was issued and to arrests made as a result of those stops, in addition to data collection and reporting requirements. Article 2.134 of the CCP directs that "a comparative analysis of the information compiled under 2.133" be conducted, with specific attention to the below areas:

1. evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
2. examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;
3. evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and
4. information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

The analysis of material and data from the Duncanville Police Department revealed the following:

- **A COMPREHENSIVE REVIEW OF THE DUNCANVILLE POLICE DEPARTMENT REGULATIONS, SPECIFICALLY SECTION 5.41 OUTLINING THE DEPARTMENT'S POLICY CONCERNING RACIAL PROFILING, SHOWS THAT THE DUNCANVILLE POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.**

- **A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE DUNCANVILLE POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.**

- **A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT IN BOTH PRINT AND ELECTRONIC FORM REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.**

- **ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.**

- **THE DUNCANVILLE POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW CONCERNING THE REPORTING OF INFORMATION TO TCOLE.**

- **THE DUNCANVILLE POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW REGARDING CCP ARTICLES 2.132-2.134.**

Introduction

This report details an analysis of the Duncanville Police Department's policies, training, and statistical information on racial profiling for the year 2023. This report has been prepared to specifically comply with Articles 2.132, 2.133, and 2.134 of the Texas Code of Criminal Procedure (CCP) regarding the compilation and analysis of traffic stop data. Specifically, the analysis will address Articles 2.131 – 2.134 of the CCP and make a determination of the level of compliance with those articles by the Duncanville Police Department in 2023. The full copies of the applicable laws pertaining to this report are contained in Appendix A.

This report is divided into six sections: (1) Duncanville Police Department's policy on racial profiling; (2) Duncanville Police Department's training and education on racial profiling; (3) Duncanville Police Department's complaint process and public education on racial profiling; (4) analysis of Duncanville Police Department's traffic stop data; (5) additional traffic stop data to be reported to TCOLE; and (6) Duncanville Police Department's compliance with applicable laws on racial profiling.

For the purposes of this report and analysis, the following definition of racial profiling is used: racial profiling means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity (Texas CCP Article 3.05).

Duncanville Police Department Policy on Racial Profiling

A review of Duncanville Police Department regulation 5.41 revealed that the department has adopted policies to be in compliance with Article 2.132 of the Texas CCP. Duncanville Police Department regulation 5.41 is included in Appendix B. There are seven specific requirements mandated by Article 2.132 that a law enforcement agency must address. All seven are clearly covered in regulation 5.41. Duncanville Police Department regulation provides clear direction that any form of racial profiling is prohibited and that officers found engaging in inappropriate profiling may be disciplined up to and including termination. The regulation also provides a very clear statement of the agency's philosophy regarding equal treatment of all persons regardless of race or ethnicity. Appendix C lists the applicable statute and corresponding Duncanville Police Department regulation.

A COMPREHENSIVE REVIEW OF DUNCANVILLE POLICE DEPARTMENT REGULATION 5.41 SHOWS THAT THE DUNCANVILLE POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.

Duncanville Police Department Training and Education on Racial Profiling

Texas Occupation Code § 1701.253 and § 1701.402 require that curriculum be established and training certificates issued on racial profiling for all Texas Peace Officers. Information provided by Duncanville Police Department reveals that racial profiling training and certification is current for all officers in the department. In addition to the mandated training that all Texas Peace Officers receive during their academy training, the Duncanville Police Department provided department-wide training that covered Racial Profiling data requirements and awareness of how the blueprint

was designed to provide stakeholders with strategies and practices for gathering and analyzing data about police stops.

A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE DUNCANVILLE POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.

Duncanville Police Department Complaint Process and Public Education on Racial Profiling

Article 2.132 §(b)3-4 of the Texas Code of Criminal Procedure requires that law enforcement agencies implement a complaint process on racial profiling and that the agency provide public education on the complaint process. Duncanville Police Department regulation 5.41 Section IV Parts A-D covers this requirement. Specifically, the department has prepared a tri-fold pamphlet available in the Duncanville Police Department lobby and the Duncanville Public Library. The brochure is clearly written and provides detailed information on the process and whom to contact to file a complaint. Duncanville Police Department also provides the following easy to access websites for information related to Internal Affairs and complaint processes:

1. Internal Affairs: https://duncanville.hosted2.civiclive.com/cms/One.aspx?portalId=61116&pageId=71887
2. Internal Affairs Brochure: https://duncanville.hosted2.civiclive.com/common/pages/DisplayFile.aspx?itemId=118821
3. Complaint Form: https://duncanville.hosted2.civiclive.com/common/pages/DisplayFile.aspx?itemId=102012

A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT IN BOTH PRINT AND ELECTRONIC FORM REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.

Duncanville Police Department Statistical Data on Racial Profiling

Article 2.132(b) 6 and Article 2.133 requires that law enforcement agencies collect statistical information on motor vehicle stops in which a ticket, citation, or warning was issued and to arrests made as a result of those stops, in addition to other information noted previously. The Duncanville Police Department submitted statistical information on all motor vehicle stops in 2023 and accompanying information on the race/ethnicity of the person stopped. Accompanying this data was the relevant information required to be collected and reported by law.

ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.

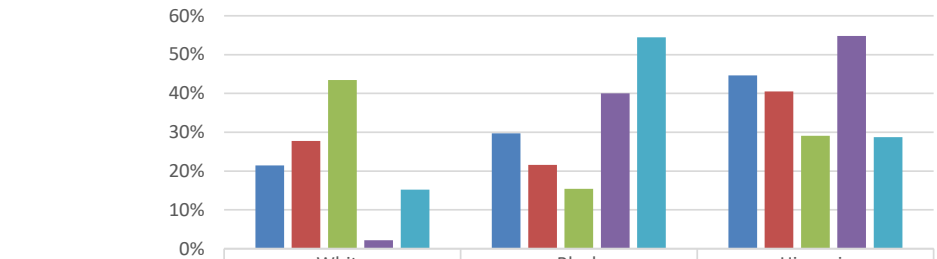
Analysis of the Data

Comparative Analysis #1:

Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities. Texas Code of Criminal Procedure Article 2.134(c)(1)(A)

The first chart depicts the percentages of people stopped by race/ethnicity among the total 6,242 motor vehicle stops in which a ticket, citation, or warning was issued, including arrests made, in 2023.[1]

Chart 1: Percentage of Motor Vehicle Stops in Comparison to Benchmarks



	White	Black	Hispanic
% City Population	21.44%	29.69%	44.63%
% County Population	27.74%	21.61%	40.48%
% Regional Population	43.43%	15.39%	29.06%
% Campus Population	2.20%	40.00%	54.80%
% Stops	15.19%	54.42%	28.77%

White drivers constituted 15.19 percent of all drivers stopped, whereas Whites constitute 21.44 percent of the city population, 27.74 percent of the county population, and 43.43 percent of the region population.[2] As an additional population comparison, White students constitute 2.20 percent of the Duncanville Independent School District (DISD) student population. [3]

[1] There were 50 motor vehicle stops where the race/ethnicity of the motorist was Asian/Pacific Islander and 51 stops where the race/ethnicity of the motorist was Alaska Native/American Indian. Due to the small number of cases relative to the population of Duncanville and the total number of motor vehicle stops in 2023 (6,242), these data are not represented in the first chart.

[2] City and County and Regional populations were derived from 2020 Decennial Census Redistricting Data (DEC) of the U.S. Census Bureau. Region is defined as the 16 county Dallas-Ft. Worth Area including the following counties: Collin, Dallas, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise. City and County populations by gender noted later in this report are based on 2019 American Community Survey estimates.

[3] Duncanville ISD enrollment data are based on the most recent figures reported by the Texas Tribune found at https://schools.texastribune.org/districts/duncanville-isd/.

Black drivers constituted 54.42 percent of all drivers stopped, whereas Blacks constitute 29.69 percent of the city population, 21.61 percent of the county population, 15.39 percent of the region population, and 40.00 percent of the DISD population.

Hispanic drivers constituted 28.77 percent of all drivers stopped, whereas Hispanics constitute 44.63 percent of the city population, 40.48 percent of the county population, 29.06 percent of the region population, and 54.80 percent of the DISD population.

The chart shows that White drivers were stopped at rates lower than the percentage of Whites found in the city, county and regional populations but higher than the percentage of Whites represented in the DISD population. Black drivers were stopped at rates higher than the percentage of Blacks found in the city, county, regional and DISD populations. Hispanic drivers were stopped at rates lower than the percentage of Hispanics found in the city, county, and DISD populations but almost equal to the percentage of Hispanics in the regional population.

Methodological Issues

Upon examination of the data, it is important to note that differences in overall stop rates of a particular racial or ethnic group, compared to that racial or ethnic group's proportion of the population, cannot be used to make determinations that officers have or have not racially profiled any given individual motorist. Claims asserting racial profiling of an individual motorist from the aggregate data utilized in this report are erroneous.

For example, concluding that a particular driver of a specific race/ethnicity was racially profiled simply because members of that particular racial/ethnic group as a whole were stopped at a higher rate than their proportion of the population—are as erroneous as claims that a particular driver of a specific race/ethnicity could NOT have been racially profiled simply because the percentage of stops among members of a particular racial/ethnic group as a whole were stopped at a lower frequency than that group's proportion of the particular population base (e.g., city or county population). In short, aggregate data as required by law and presented in this report cannot be used to prove or disprove that a member of a particular racial/ethnic group was racially profiled. Next, we discuss the reasons why using aggregate data—as currently required by the state racial profiling law—are inappropriate to use in making claims that any individual motorist was racially profiled.

Issue #1: Using Group-Level Data to Explain Individual Officer Decisions

The law dictates that police agencies compile aggregate-level data regarding the *rates* at which agencies *collectively* stop motorists in terms of their race/ethnicity. These aggregated data are to be subsequently analyzed in order to determine whether or not *individual* officers are "racially profiling" motorists. This methodological error, commonly referred to as the "ecological fallacy," defines the dangers involved in making assertions about individual officer decisions based on the examination of aggregate stop data. **In short, one cannot *prove* that an *individual* officer has racially profiled any *individual* motorist based on the rate at which a department stops any given *group* of motorists.** In sum, aggregate-level data cannot be used to assess individual officer decisions, but the state racial profiling law requires this assessment.

Issue #2: Problems Associated with Population Base-Rates

There has been considerable debate as to what the most appropriate population "base-rate" is in determining whether or not racial/ethnic disparities exist. The base-rate serves as the benchmark for comparison purposes. The outcome of analyses designed to determine whether or not disparities exist is dependent on which base-rate is used. While this report utilized the most recent 2020 Census as a population base-rate, this population measure can become quickly outdated, can be inaccurate, and may not keep pace with changes experienced in city and county and regional population measures.

In addition, the validity of the benchmark base-rate becomes even more problematic if analyses fail to distinguish between residents and non-residents who are stopped. This is because the existence of significant proportions of non-resident stops will lead to invalid conclusions if racial/ethnic comparisons are made exclusively to resident population figures. **In sum, a valid measure of the driving population does not exist. As a proxy, census and school district data is used which is problematic as an indicator of the driving population.** In addition, stopped motorists who are not residents of the city, county, or region where the motor vehicle stop occurred are not included in the benchmark base-rate.

Issue #3: Officers Do Not Know the Race/Ethnicity of the Motorist Prior to the Stop

As illustrated in Table 3 near the end of this report, of the 6,242 motor vehicle stops in 2023, the officer knew the race/ethnicity of the motorist prior to the stop in 2.0% of the stops (127/6,242). This percentage is consistent across law enforcement agencies throughout Texas. An analysis of all annual racial profiling reports submitted to the Texas Commission on Law Enforcement, as required by the Texas racial profiling law found that in 2.9% of the traffic stops in Texas, the officer knew the race/ethnicity of the motorist prior to the stop.[4] The analysis included 1,186 Texas law enforcement agencies and more than 3.25 million traffic stops.

As noted, the legal definition of racial profiling in the Texas Code of Criminal Procedure Article 3.05 is "a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity."

Almost always, Duncanville PD officers do not know the race/ethnicity of the motorist prior to the stop. This factor further invalidates any conclusions drawn from the stop data presented in Chart 1. If an officer does not know the race/ethnicity of the motorist prior to the stop, then the officer cannot, by legal definition, be racial profiling. Racial profiling is a law-enforcement action based on the race/ethnicity of an individual. If the officer does not know the person's race/ethnicity before the action (in this case, stopping a vehicle), then racial profiling cannot occur.

Based on this factor, post-stop outcomes are more relevant for a racial profiling assessment, as presented later in this report, in comparison to initial motor vehicle stop data disaggregated by race/ethnicity. Once the officer has contacted the motorist after the stop, the officer has identified

[4] Winkler, Jordan M. (2016). *Racial Disparity in Traffic Stops: An Analysis of Racial Profiling Data in Texas*. Master's Thesis. University of North Texas.

the person's race/ethnicity and all subsequent actions are more relevant to a racial profiling assessment than the initial stop data.

In short, the methodological problems outlined above point to the limited utility of using aggregate-level comparisons of the rates at which different racial/ethnic groups are stopped in order to determine whether or not racial profiling exists within a given jurisdiction.

Table 1 reports the summaries for the total number of motor vehicle stops in which a ticket, citation, or warning was issued, and to arrests made as a result of those stops, by the Duncanville Police Department in 2023. Table 1 and associated analyses are utilized to satisfy the comparative analyses as required by Texas law, and in specific, Article 2.134 of the CCP.

Comparative Analysis #2:

Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction. Texas Code of Criminal Procedure Article 2.134(c)(1)(B)

As shown in Table 1, there were a total of 6,242 motor vehicle stops in 2023 in which a ticket, citation, or warning was issued. The table also shows arrests made as a result of those stops. Roughly 71 percent of stops resulted in a **verbal warning** (4,456/6,242) and roughly 24 percent resulted in a citation. These result of stops actions accounted for roughly 95 percent of all stops outcomes and will be the focus of the discussion below.

Specific to **verbal warnings**, White motorists received a verbal warning in roughly 76 percent of stops involving White motorists (725/948), Black motorists received a verbal warning in roughly 71 percent of stops of Black motorists, and Hispanic motorists received a verbal warning in roughly 69 percent of stops of Hispanic motorists.

Specific to **citations**, White motorists received a citation in roughly 19 percent of stops involving White motorists (177/948), Black motorists received a citation in roughly 24 percent of stops of Black motorists, and Hispanic motorists received a citation in roughly 26 percent of stops of Hispanic motorists.

Relative to all arrest totals [**Written Warning and Arrest** (2) + **Citation and Arrest** (29) + **Arrest** (96)], White motorists were arrested in roughly 2 percent of stops involving White motorists (16/948), Black motorists were arrested in roughly 3 percent of stops involving Black motorists, and Hispanics were arrested in roughly 1 percent of stops involving Hispanic motorists. Most arrests were based on either an **outstanding warrant** (81.9%; 104/127) or **violation of the penal code** (11.8%; 15/127).

Finally, as presented in Table 1, **physical force resulting in bodily injury** was not used in 2023.

Table 1: Traffic Stops and Outcomes by Race/Ethnicity

Stop Table	White	Black	Hispanic /Latino	Asian /Pacific Islander	Alaska Native /American Indian	Total
Number of Stops	948	3,397	1,796	50	51	6,242
Gender						
Female	332	1,528	641	19	16	2,536
Male	616	1,869	1,155	31	35	3,706
Reason for Stop						
Violation of Law	4	16	12	0	1	33
Preexisting Knowledge	23	108	49	0	3	183
Moving Traffic Violation	649	2,380	1,341	43	34	4,447
Vehicle Traffic Violation	272	893	394	7	13	1,579
Result of Stop						
Verbal Warning	725	2,402	1,246	38	45	4,456
Written Warning	30	100	54	1	1	186
Citation	177	807	474	11	4	1,473
Written Warning and Arrest	1	1	0	0	0	2
Citation and Arrest	1	23	5	0	0	29
Arrest	14	64	17	0	1	96
Arrest Based On						
Violation of Penal Code	2	8	5	0	0	15
Violation of Traffic Law	0	6	2	0	0	8
Violation of City Ordinance	0	0	0	0	0	0
Outstanding Warrant	14	74	15	0	1	104
Physical Force Resulting in Bodily Injury Used?						
No	948	3,397	1,796	50	51	6,242
Yes	0	0	0	0	0	0

Comparative Analysis #3:

Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches. Texas Code of Criminal Procedure Article 2.134(c)(1)(C)

In 2023, a total of 182 **searches** of motorists were conducted, or roughly 3 percent of all stops resulted in a search (182/6,242). Among searches within each racial/ethnic group, White motorists were searched in roughly 2 percent of all stops of White motorists (19/948), Black motorists were searched in roughly 4 percent of all stops of Black motorists, and Hispanic motorists were searched in roughly 2 percent of all stops of Hispanic motorists.

As illustrated in Table 2, the most common reason for a search was probable cause (45.1%; 82/182). Among **searches based on probable cause** within each racial/ethnic group, White motorists were searched based on probable cause in roughly 32 percent of all searches of White motorists (6/19), Black motorists were searched based on probable cause in roughly 50 percent of all searches of Black motorists, and Hispanic motorists were searched based on probable cause in roughly 37 percent of all searches of Hispanic motorists.

As illustrated in Table 2, the second most common reason for a search was incident to arrest (29.1%; 53/182). Among **searches incident to arrest** within each racial/ethnic group, White motorists were searched incident to arrest in roughly 42 percent of all searches of White motorists (8/19), Black motorists were searched incident to arrest in roughly 29 percent of all searches of Black motorists, and Hispanic motorists were searched incident to arrest in roughly 26 percent of all searches of Hispanic motorists.

It is noted that only 9 searches (see Table 2) in 2023 were based on consent, which are regarded as discretionary as opposed to non-discretionary searches. Relative to the total number of stops (6,242), discretionary consent searches occurred in 0.14 percent of stops. Among **consent searches** within each racial/ethnic group, White motorists were searched based on consent in roughly 5 percent of all searches of White motorists (1/19), Black motorists were searched based on consent in roughly 3 percent of all searches of Black motorists, and Hispanic motorists were searched based on consent in roughly 9 percent of all searches of Hispanic motorists.

Of the searches that occurred in 2023, and as shown in Table 2, **contraband was discovered** in 62 or roughly 34 percent of all searches (62/182 total searches). Among the searches in which contraband was discovered, the majority of the time the contraband discovered was drugs.

Table 2: Searches and Outcomes by Race/Ethnicity

Search Table	White	Black	Hispanic /Latino	Asian /Pacific Islander	Alaska Native /American Indian	Total
Search Conducted						
Yes	19	119	43	0	1	182
No	929	3,278	1,753	50	50	6,060
Reason for Search						
Consent	1	4	4	0	0	9
Contraband in Plain View	1	1	1	0	0	3
Probable Cause	6	59	16	0	1	82
Inventory	3	21	11	0	0	35
Incident to Arrest	8	34	11	0	0	53
Was Contraband Discovered						
Yes	7	41	13	0	1	62
No	12	78	30	0	0	120
Description of Contraband						
Drugs	5	32	8	0	1	46
Weapons	0	4	1	0	0	5
Currency	0	0	0	0	0	0
Alcohol	0	1	3	0	0	4
Stolen Property	0	0	0	0	0	0
Other	2	4	1	0	0	7
Did Discovery of Contraband Result in Arrest?						
Yes	1	1	3	0	0	5
No	6	40	10	0	1	57

Comparative Analysis #4:

Information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. Texas Code of Criminal Procedure Article 2.134(c)(2)

In 2023, internal records indicate that the Duncanville Police Department received no complaints alleging that a peace officer employed by the agency engaged in racial profiling.

Additional Analysis:

Statistical analysis of motor vehicle stops relative to the gender population of the agency's reporting area. This analysis is presented in the report based on a December 2020 email sent from TCOLE to law enforcement executives in Texas.

In 2023, 6,242 motor vehicle stops were made by the Duncanville Police Department. Of these stops, 2,536 or roughly 41 percent were female drivers (2,536/6,242) and roughly 59 percent were male drivers (see Table 1).

According to 2019 American Community Survey (ACS) city and county population estimates of the U.S. Census Bureau, the City of Duncanville was composed of 51.4 percent females and 48.6 percent males. County population 2019 ACS estimates indicate that females accounted for 50.7 percent of the county population and males accounted for 49.3 percent of the county population.

Overall, in 2023, males were stopped at rates higher than their proportion of the city and county populations.

Additional Information Required to be Reported to TCOLE

Table 3 provides additional information relative to motor vehicle stops in 2023 by the Duncanville Police Department. These data are required to be collected by the Duncanville Police Department under the Texas Code of Criminal Procedure Article 2.133.

As previously noted, the Duncanville Police Department received no complaints alleging that a peace officer employed by the agency engaged in racial profiling. Of the 6,242 motor vehicle stops in 2023, the officer knew the race/ethnicity of the motorist prior to the stop in 2.0% of the stops (127/6,242).

Table 3: Additional Information

Additional Information	Total
Was Race/Ethnicity Known Prior to Stop	
Yes	127
No	6,115
Approximate Location of Stop	
City Street	6,087
US Highway	77
County Road	2
State Highway	23
Private Property/Other	53
Number of Complaints of Racial Profiling	**0**
Resulted in Disciplinary Action	0
Did Not Result in Disciplinary Action	0

Analysis of Racial Profiling Compliance by Duncanville Police Department

The foregoing analysis shows that the Duncanville Police Department is fully in compliance with all relevant Texas laws concerning racial profiling, including the existence of a formal policy prohibiting racial profiling by its officers, officer training and educational programs, a formalized complaint process, and the collection and reporting of data in compliance with the law.

In addition to providing summary reports and analysis of the data collected by the Duncanville Police Department in 2023, this report also included an extensive presentation of some of the limitations involved in the level of data collection currently required by law and the methodological problems associated with analyzing such data for the Duncanville Police Department as well as police agencies across Texas.

Appendix A
Racial Profiling Statutes and Laws

Texas Racial Profling Statutes

Art. 3.05. RACIAL PROFILING.

In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 2, eff. Sept. 1, 2001.

Art. 2.131. RACIAL PROFILING PROHIBITED.

A peace officer may not engage in racial profiling.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING.

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means the following categories:

(A) Alaska native or American Indian;

(B) Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search;

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;

(D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;

(E) the location of the stop; and

(F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Texas Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

(g) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 25, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. 686), Sec. 2.05, eff. May 18, 2013.

Acts 2017, 85th Leg., R.S., Ch. 173 (H.B. 3051), Sec. 1, eff. September 1, 2017.
Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.01, eff. September 1, 2017.

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS.
(a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).
(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:
(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:
(A) the person's gender; and
(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
(2) the initial reason for the stop;
(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
(4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;
(5) the reason for the search, including whether:
(A) any contraband or other evidence was in plain view;
(B) any probable cause or reasonable suspicion existed to perform the search; or
(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;
(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;
(7) the street address or approximate location of the stop;
(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b) to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 26, eff. September 1, 2009.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.02, eff. September 1, 2017.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article:

(1) "Motor vehicle stop" has the meaning assigned by Article 2.132(a).

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Texas Commission on Law Enforcement and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;

(B) examine the disposition of motor vehicle stops made by officers employed by the agency,

categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Texas Commission on Law Enforcement, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(g) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 27, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. 686), Sec. 2.06, eff. May 18, 2013.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.03, eff. September 1, 2017.

Art. 2.136. LIABILITY.

A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using video and audio equipment and body worn cameras for those purposes.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.
Amended by:
Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.04, eff. September 1, 2017.

Art. 2.138. RULES.
The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.1385. CIVIL PENALTY.
(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an amount not to exceed $5,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.
(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based data as required by Article 2.134 shall remit to the comptroller the amount of $1,000 for each violation.
(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

Added by Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 29, eff. September 1, 2009.
Amended by:
Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.05, eff. September 1, 2017.

Appendix B Agency Policy

DUNCANVILLE POLICE DEPARTMENT REGULATIONS	
SUBJECT: Racial Profiling	SECTION: 5.41
EFFECTIVE DATE: December 29, 2022	APPROVED: Mark LiVigni Chief of Police
AMENDS/SUPERSEDES: Reg. 5.41 ISSUED: September 1, 2017	

I. PURPOSE

This Racial Profiling Policy is adopted in compliance with the requirements of Articles 2.131 through 2.138, Texas Code of Criminal Procedure, which prohibits Texas peace officers from engaging in racial profiling.

Two of the fundamental rights guaranteed by both the United States and Texas Constitutions are equal protection under the law and freedom from unreasonable searches and seizures by government agents. The right of all persons to be treated equally and to be free from unreasonable searches and seizures must be respected. Racial profiling is an unacceptable patrol tactic and will not be condoned.

This policy shall not preclude officers from offering assistance such as upon observing a substance leaking from a vehicle, a flat tire, or someone who appears to be ill, lost, or confused. Nor does this policy prohibit stopping someone suspected of a crime based upon observed actions and/or information received about the person.

II. DEFINITIONS

A. Racial Profiling – means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity. Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants, persons needing assistance, or other citizen contacts.

B. Race or Ethnicity – means of a particular descent, including Caucasian, African, Hispanic, Asian, Middle Eastern, or Native American descent.

C. Acts Constituting Racial Profiling – are acts initiating law enforcement action, such as a traffic stop, a detention, a search, issuance of a citation, or an arrest based solely upon an individual's race or ethnicity or on the basis of racial or ethnic stereotypes, rather than upon the individual's behavior, information identifying the individual as having possibly engaged in criminal activity, or other lawful reasons for the law enforcement action.

D. Pedestrian Stop – means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

E. Traffic Stop – means a peace officer that stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic.

F. Bodily Injury – means physical pain, illness, or any impairment of physical condition.

III. PROHIBITION

Peace officers of the City of Duncanville are strictly prohibited from engaging in race profiling. The prohibition against racial profiling does not preclude the use of race or ethnicity as factors in a detention decision by a peace officer. Race or ethnicity may be legitimate factors in such a decision when used as part of a description of a suspect or witness for whom a peace officer is searching. Additionally, members of the Duncanville Police Department shall neither engage in enforcement activities nor refuse service based on anyone's ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.

IV. COMPLIMENT AND COMPLAINT PROCESS AND PUBLIC EDUCATION

A. Compliments submitted by citizens' can be taken by any member of the Department and forwarded to Internal Affairs. Those compliments will then be forwarded to Administration for review.

B. Complaints will be taken from citizens who feel that their contact with the Police was a result of a bias towards their race or ethnicity and that action taken against them was the result of them being singled out due to their race or ethnicity.

C. Public education information regarding the compliment and complaint process will be accomplished by the distribution of tri-fold pamphlets available in the lobby of the Duncanville Police Station, the counter outside of the Human Resources Department located in the West Wing of Duncanville City Hall, in the Duncanville Public Library, and by posting on the Department website.

D. Complaints alleging racial profiling will be handled in accordance with Duncanville Police Department Regulation #4.01.

E. If the Department opens an investigation based upon a complaint alleging racial profiling, and if a recording of the occurrence exists, the Department shall promptly provide a copy of the recording to the officer who is the subject of the complaint, upon written request by the officer.

V. CORRECTIVE ACTION

Any peace officer who is found, after investigation, to have engaged in racial profiling in violation of this policy shall be subject to corrective action, which may include: diversity, sensitivity or other appropriate training, counseling, suspension, termination of employment, or other appropriate action as determined by the Chief of Police.

VI. DATA COLLECTION AND REPORTING

A. On every traffic stop and arrests resulting from traffic stops, a peace officer involved in the stop shall collect information identifying the race or ethnicity of the person detained, stating whether a search was conducted (to include a search of a person, place, or vehicle), and if a search was conducted, whether the person detained

consented to the search, the reason for the stop, the location of the stop, and if the Officer used physical force that resulted in bodily injury.

B. The Municipal Court Administrator shall utilize the court's software to compile the data collected on each hand written traffic citation. The Administrative Assistant/Crime Analyst shall utilize the Brazos Tech ticket writer system to compile the data collected on each traffic stop resulting in a citation, written warning, or arrest. The Court Administrator and the Administrative Assistant/Crime Analyst shall convey to the Assistant Chief of Police the data collected during the previous calendar year not later than January 30 of each subsequent year. The Assistant Chief of Police shall cause to be prepared an annual report covering the period January 1 through December 31 of each year, and shall submit the report to the governing body of the City of Duncanville no later than March 1 of the following year.

A copy of the annual report must also be submitted to the Texas Commission on Law Enforcement (TCOLE). The annual reports shall not include identifying information about any individual stopped or arrested, and shall not include identifying information about any peace officer involved in a stop or arrest.

VII. REVIEW OF VIDEO AND AUDIO DOCUMENTATION-STANDARDS

A. As of the effective date of this regulation, every vehicle regularly used by the Duncanville Police Department to make traffic stops has been equipped with audio or audio/video recording equipment as required by CCP Art. 2.135.

B. Review of audio or audio/video recordings will be in compliance with Duncanville Police Department Regulation 5.29 (Use of the Mobile Video System).

VIII. TRAINING

A. Officers are responsible to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements as mandated by law.

B. All officers shall complete a TCOLE training and education program on bias based profiling not later than the second anniversary of the date the officer is licensed under Chapter 1701 of the Texas Occupations Code or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

C. The Chief of Police, as part of the initial training and continued education for such appointment, will be required to attend the LEMIT program on bias based profiling.

investigation, you may appeal to the Office of the Chief of Police located at 203 E. Wheatland Road.

The Duncanville Police Department is vitally interested in taking, action where its employees have proved derelict in their duties or are guilty of wrong doing. If it becomes necessary for you to make a complaint, you can be assured that it will be given a fair and thorough investigation.

Similarly, if you have occasion to see a police officer doing outstanding work, tell them about it. Your Duncanville Police Officers are individuals who are dedicated to serving you and our community.

How long will the investigation take?

Investigations of complaints are completed in as short of a time as possible. Additional time is also required for legal and supervisory review after completion of the investigation.

Will there be a final report?

Yes. The Internal Affairs Office or a supervisor will complete a report at the conclusion, of their investigation. The report will consist of:

- **Allegations** - a listing of the alleged violation(s).
- **Findings** - results of the investigation.
- **Conclusion** - analysis of support for findings.
- **Recommendation** - the Internal Affairs Office or the supervisor will make one of the following recommendations for each allegation:
  - **Not Sustained** - the investigation could not prove or disprove the allegation.
  - **Unfounded** - the investigation determined that the alleged incident did not take place.
  - **Exonerated** - the investigation determined that the allegation is accurate, but the incident does not involve policy or law violations
  - **Sustained** - the investigation determined that the allegation is accurate and involves a policy or law violation.

The complaining person will be notified in writing of the results of the investigation upon conclusion.

Who determines discipline?

The Chief of Police has final authority for determining discipline.
The Internal Affairs investigative report does not recommend discipline.

If you have any questions, feel free to contact the **Internal Affairs Office @ (972) 707-3851** at any time. If the investigators are not in the office, leave your name and telephone number and your call will be returned as soon as possible. You may also reach us on the Web at duncanvilleia@duncanvillepd.com**.** Regular business hours are M-F 8:00 a.m.-5:00 p.m.

The Duncanville Police Internal Affairs Office is located at the Police Department, 203 E. Wheatland Rd., Duncanville, Texas.

How to submit a Compliment or file a Complaint with the

Internal Affairs Office
(972) 707-3851

The mission of the Duncanville PD is to provide quality law enforcement and public safety services to our community focusing on goals, objectives, values, and partnerships.

The Compliment/Complaint Process

The Duncanville Police Department is dedicated to providing the best police service possible to all citizens. Police officers are carefully selected and given the best training possible in order to provide this service. However, there may be an occasion to lodge a complaint about the actions of a Police Officer with the Duncanville Police Department. The following information is provided on how to submit a compliment or file a complaint, how it is investigated, and the possible outcome.

How compliments and complaints are filed.

You may submit a compliment or lodge a complaint with any Supervisor of the Police Department, visit the Internal Affairs Office located at 203 E. Wheatland Rd., write a letter addressed to the Internal Affairs Office or take a basic compliment/complaint form, home fill it out and return it to the Internal Affairs Office. Your compliment will be reviewed by the Internal Affairs Office and Police Administration. Complaints will be reviewed in the same manner to determine if an internal investigation is warranted.

Texas State law requires that all complaints against police officers must be in writing and signed by the person making the complaint. Just as citizens have the right to know what allegations they face before being charged with a crime, officers are afforded the same right.

Complaints must be received within ninety (90) days of the incident complained about except in special cases (such as criminal misconduct or when the person complaining can show good cause).

Complaints will be taken from citizens with first hand knowledge of the incident, e.g., the person in direct contact with the Police Officer or a fact witness to the incident.

Racial Profiling

Citizens who believe that they have been the subjects of "Racial Profiling" due to an unwarranted contact or action by a Police Officer by way of "race or ethnicity" should feel free to file a complaint with the Internal Affairs Office.

False Complaint

Sometimes people make false complaints against police officers. Citizens should be aware that this is a violation of the Texas Penal Code, Section 37.02, Perjury **Sec. 37.02 states, A person commits an offense if, with intent to deceive and with knowledge of the statement's meaning: "he makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath."**

An offense under this section is a Class A misdemeanor.

What happens when a complaint is valid?

When the investigation of a complaint reveals that the charges are true against a police officer, the Chief of Police may take one of the following actions depending on the nature of the violation.

1. Provide Training
2. Reprimand the employee.
3. Suspend the employee without pay.
4. Demote the employee.
5. Terminate the employee**.**

What happens when the complaint is not proven or is not true?

Police officers are afforded certain rights, the same as with all citizens, and complaints must be supported by sufficient evidence. If there is not sufficient evidence to sustain the complaint, the officer is notified and continues on duty, if he was removed from duty during the investigation, he will be paid for that period.

Officers may appeal any disciplinary action.

When a citizen is adjudged guilty of a criminal offense, he may appeal the court's decision, just as an officer may appeal the disciplinary action taken against him. The City of Duncanville has established procedures for officers to follow in their appeals, just as the Police Department has established procedures for insuring that complaints by citizens against officers are thoroughly and honestly investigated.

What if you are not satisfied with the decision?

If you are not satisfied with the results of the

Duncanville Police Department

Special Services / Internal Affairs

Complaint Information Form

Complainant Information

_____

***Last Name** ***First Name** ***Middle Name**

***Date of Birth ___/___/___ *Race __*Sex __ *DL/ID # _____**

***Home Address**
City/State/Zip_____

***Home Phone # (____)**_____ Mobile/ Pager #(_____)_____

Name of Business _____

Business Address
City/State/Zip_____

Business Phone # (____)_____

Complaint Associated With:

Arrest ____; Traffic Stop ____; On Call ____;

Other _____

Was the officer previously known to you, Yes ( ) No ( )

*** Required information**

(OVER)

Officer/Employee Information

Officer Name or Description _____

2nd Officer (if applicable) _____

I.D.# & Rank (if known)_____ Marked Squad Car, Yes ( ) No ( )

Squad Car Number_____ Was the officer in uniform? Yes ( ) No ( )

Date/time & location of alleged incident,

_____

***** ALLEGATION (S)*****

On **separate sheet(s) of paper**, please provide an account of the **facts** concerning the conduct of the officer(s) involved. Include in your account of the events **as much detail as possible** with descriptions where applicable. Finally, do not forget to **sign the complaint narrative**, it is required by law.

***** WITNESSES *****

Please provide a list of any witnesses to the incident complained of, including their name, address, and best telephone number where they can be reached at during regular daytime business hours.

The Duncanville Police Department Internal Affairs Office is dedicated to investigating each complaint thoroughly. ***For a personal interview with Internal Affairs, it is preferred that an appointment is made in advance.*** Please call SGT A. Tijerina at (972) 707-3851, ***regular business hours are M-Thurs. 8:00 a.m. to 5:00 p.m.***, voice mail is provided at all other times, so please leave a message. You may also contact via e-mail at cfreis@duncavillepd.com. Every call or e-mail will be returned.

*****Return completed forms to Internal Affairs Office, located the Duncanville Police Department, or mail the completed form to:***

Duncanville Police Department
ATTN: A. Tijerina #173
Special Services/Internal Affairs
P.O. Box 380280
Duncanville, TX 75138-0280

Appendix C

Racial Profiling Laws and Corresponding General Orders and Standard Operating Procedures

Texas CCP Article	DUNCANVILLE POLICE DEPARTMENT Regulations Section 5.41
2.132(b)1	Section II Part A
2.132(b)2	Section III
2.132(b)3	Section IV
2.132(b)4	Section IV Part C
2.132(b)5	Section V
2.132(b)6	Section VI
2.132(b)7	Section VI Part B

Racial Profiling Report | Full

Agency Name: DUNCANVILLE POLICE DEPT.
Reporting Date: 02/20/2024
TCOLE Agency Number: 113210

Chief Administrator: MATTHEW R. STOGNER

Agency Contact Information:
Phone: (972) 780-5098
Email: mstogner@duncanvillepd.com

Mailing Address:
PO BOX 380280
DUNCANVILLE, TX 75138-0280

This Agency filed a full report

DUNCANVILLE POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

1) clearly defines acts constituting racial profiling;

2) strictly prohibits peace officers employed by the DUNCANVILLE POLICE DEPT. from engaging in racial profiling;

3) implements a process by which an individual may file a complaint with the DUNCANVILLE POLICE DEPT. if the individual believes that a peace officer employed by the DUNCANVILLE POLICE DEPT. has engaged in racial profiling with respect to the individual;

4) provides public education relating to the agency's complaint process;

5) requires appropriate corrective action to be taken against a peace officer employed by the DUNCANVILLE POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the DUNCANVILLE POLICE DEPT. policy;

6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
a. the race or ethnicity of the individual detained;
b. whether a search was conducted and, if so, whether the individual detained consented to the search;
c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
d. whether the peace officer used physical force that resulted in bodily injury during the stop;
e. the location of the stop;
f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
a. the Commission on Law Enforcement; and
b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The DUNCANVILLE POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: CHRISTOPHER J. FREIS
Assistant Chief of Police

Date: 02/20/2024

Motor Vehicle Racial Profiling Information

Total stops: 6242

Street address or approximate location of the stop	
City street	6087
US highway	77
County road	2
State highway	23
Private property or other	53
Was race or ethnicity known prior to stop?	
Yes	127
No	6115
Race / Ethnicity	
Alaska Native / American Indian	51
Asian / Pacific Islander	50
Black	3397
White	948
Hispanic / Latino	1796
Gender	
Female	**2536**
Alaska Native / American Indian	16
Asian / Pacific Islander	19
Black	1528
White	332
Hispanic / Latino	641
Male	**3706**
Alaska Native / American Indian	35
Asian / Pacific Islander	31
Black	1869
White	616
Hispanic / Latino	1155
Reason for stop?	
Violation of law	**33**
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	16
White	4

Hispanic / Latino	12
Preexisting knowledge	**183**
Alaska Native / American Indian	3
Asian / Pacific Islander	0
Black	108
White	23
Hispanic / Latino	49
Moving traffic violation	**4447**
Alaska Native / American Indian	34
Asian / Pacific Islander	43
Black	2380
White	649
Hispanic / Latino	1341
Vehicle traffic violation	**1579**
Alaska Native / American Indian	13
Asian / Pacific Islander	7
Black	893
White	272
Hispanic / Latino	394

Was a search conducted?

Yes	**182**
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	119
White	19
Hispanic / Latino	43
No	**6060**
Alaska Native / American Indian	50
Asian / Pacific Islander	50
Black	3278
White	929
Hispanic / Latino	1753

Reason for Search?

Consent	**9**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	1

Hispanic / Latino	4
Contraband	**3**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	1
Probable	**82**
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	59
White	6
Hispanic / Latino	16
Inventory	**35**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	21
White	3
Hispanic / Latino	11
Incident to arrest	**53**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	34
White	8
Hispanic / Latino	11

Was Contraband discovered?

		Did the finding result in arrest? (total should equal previous column)	
Yes	**62**		
Alaska Native / American Indian	1	Yes 0	No 1
Asian / Pacific Islander	0	Yes 0	No 0
Black	41	Yes 1	No 40
White	7	Yes 1	No 6
Hispanic / Latino	13	Yes 3	No 10
No	**120**		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	78		
White	12		
Hispanic / Latino	30		

Description of contraband	
Drugs	**46**
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	32
White	5
Hispanic / Latino	8
Weapons	**5**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	0
Hispanic / Latino	1
Currency	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	**4**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	3
Stolen property	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	**7**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	2
Hispanic / Latino	1
Result of the stop	
Verbal warning	**4456**

Alaska Native / American Indian	45
Asian / Pacific Islander	38
Black	2402
White	725
Hispanic / Latino	1246
Written warning	**186**
Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	100
White	30
Hispanic / Latino	54
Citation	**1473**
Alaska Native / American Indian	4
Asian / Pacific Islander	11
Black	807
White	177
Hispanic / Latino	474
Written warning and arrest	**2**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	0
Citation and arrest	**29**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	23
White	1
Hispanic / Latino	5
Arrest	**96**
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	64
White	14
Hispanic / Latino	17
Arrest based on	
Violation of Penal Code	**15**
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	8
White	2
Hispanic / Latino	5
Violation of Traffic Law	**8**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	0
Hispanic / Latino	2
Violation of City Ordinance	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	**104**
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	74
White	14
Hispanic / Latino	15

Was physical force resulting in bodily injury used during stop?

Yes	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	**6242**
Alaska Native / American Indian	51
Asian / Pacific Islander	50
Black	3397
White	948
Hispanic / Latino	1796

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	☐
Use Department's submitted analysis	☒

Optional Narrative

N/A

Submitted electronically to the

The Texas Commission on Law Enforcement

STAFF REPORT

MEETING: City Council - 05 Mar 2024

TITLE:
Receive the Monthly Financial Report as of January 31, 2024.

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:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The Finance Report is presented to provide actual revenues received and expenditures made compared to the budget. The report provides financial summary data on key funds, including the General, Utility, Economic Development, and Fieldhouse funds. Additionally, a listing of current capital improvement projects is included with the report.

POLICY EXPLANATION:
The month of December is the third month of fiscal year 2023-2024. Revenues and expenditures are unaudited and will be updated as the year progresses. Revenues can fluctuate depending on the time of year, but the benchmark for revenues and expenditures compared to the budget is 33.33%.

FUNDING SOURCE:

ORG and Object Number
NA

Available Budget	Purchase Amount	After Encumber
NA	NA	NA

ACTION ALTERNATIVES:

No City Council action required.

ATTACHMENTS:
January 2024 Monthly Financial Report

CITY OF DUNCANVILLE
MONTHLY FINANCIAL REPORT

Fiscal Year 2023-2024

YEAR-TO-DATE OPERATIONS

AS OF JANUARY 31, 2024

OCTOBER 1, 2023 - DECEMBER 31, 2023

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

Updated and Prepared by
FISCAL SERVICES DEPARTMENT
2/28/2024

FY 2023-2024 FINANCIAL REPORT
as of January 31, 2024

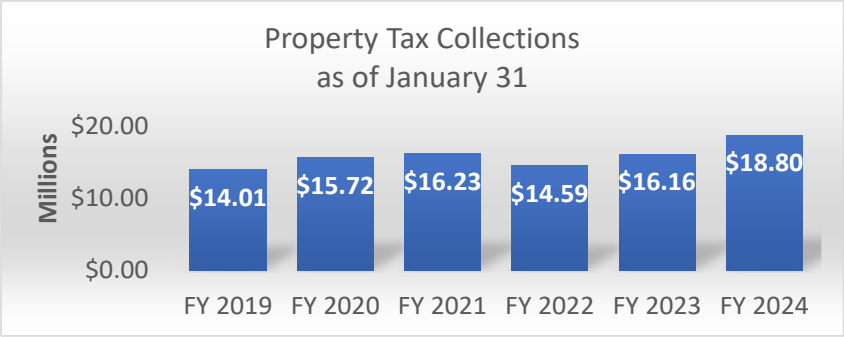
EXECUTIVE SUMMARY

The Duncanville Monthly Financial Report presents unaudited revenues and expenditures through January 31, 2024, compared to the budgetary numbers for the fiscal year 2023-2024 and the actual numbers year-to-date for the fiscal year 2022-2023. The report provides financial summary data on all funds, including on-going Capital Improvement Projects. The General Fund is the primary operating fund for the City, so details of revenues by category and expenditures by the department are included in the financial statements. In addition, all other funds that are part of daily operations are included in brief to highlight each fund's revenues, expenditures, and fund balances.

January is the fourth month of the fiscal year (FY) 2023-2024. The benchmark percentage of funds received and expended is 33.3%, equating to four months out of twelve. However, revenues and expenditures can vary based on timing, accruals (backdating to previous year), and payments due at the beginning of the fiscal year. These variations are explained in further detail in this summary. Below are highlights of year-to-date revenues and expenditures through January 31, 2024. Additionally, FY 2022-23 entries continue to be reconciled as the audit process is underway. Therefore, the beginning year balances will continue to be adjusted and smoothed out as the year progresses and the audit is concluded.

The charts throughout the summary compare the revenues and expenditures year-to-date, for the same period, for each fiscal year from FY 2019 to current.

PROPERTY TAX COLLECTIONS



The above chart shows total property tax collected including the debt portion and delinquent taxes. Property Taxes account for over 50 % of the total General Fund revenue budget.

Total Property Taxes collected in the month of January:

- Tax Year 2023: $8,863,539
- Prior Years: $14,804
- Penalties and Interest: $28,342

FY 2023-2024 FINANCIAL REPORT
as of January 31, 2024

SALES TAX TREND

SALES TAX ALLOCATION HISTORICAL SUMMARIES

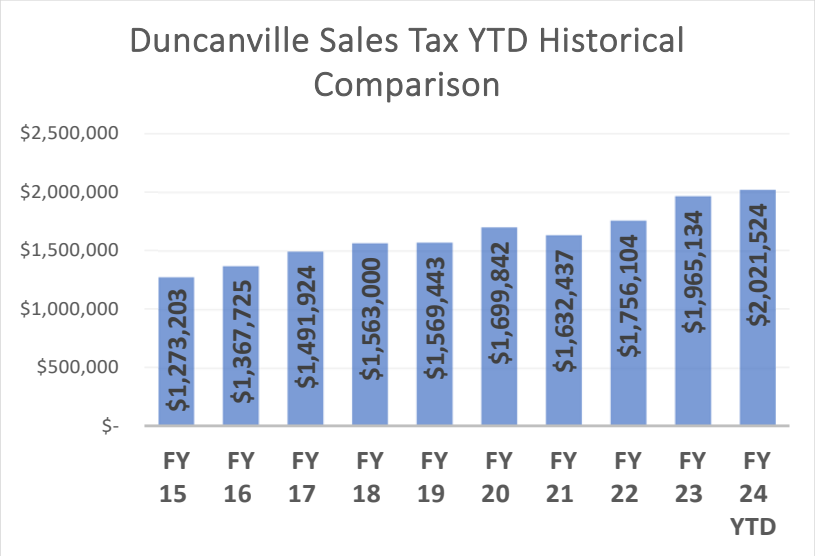
City of Duncanville
Authority Code: 2057084
2 CENT AUTHORIZATION

TOTAL SALES TAXES COLLECTED AND RECEIVED

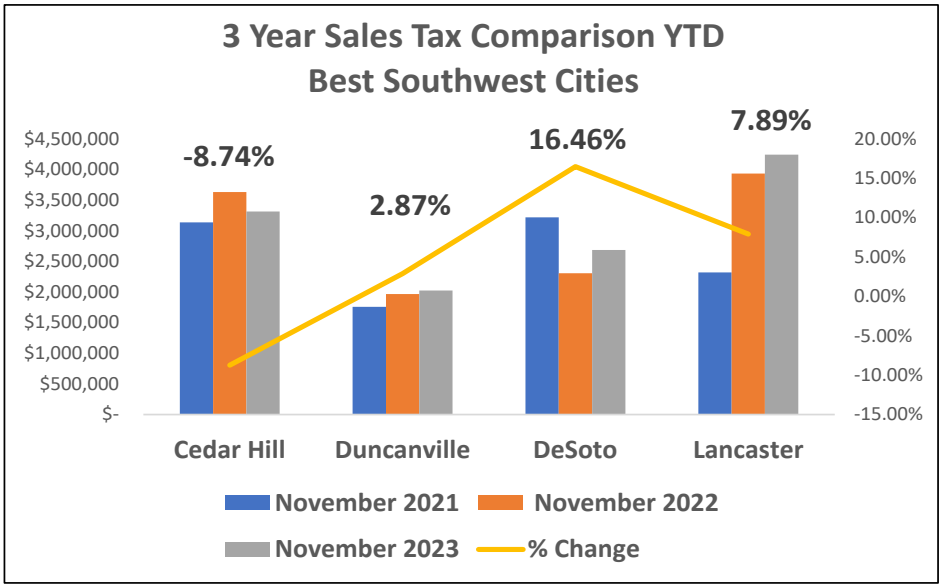
.02 CENT ALLOCATION			FY	FY	FY	FY	FY	FY
COLLECTION MONTH	RECEIVED MONTH	% CHANGE PY ACCUMULATIVE	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19
OCT	DEC	2.92%	$ 1,022,816.88	$ 993,789.74	785,673.18	830,234.09	899,967.44	808,134.72
NOV	JAN	2.87%	$ 998,707.18	$ 971,344.59	970,431.17	802,203.37	799,874.76	761,307.93
DEC	FEB			$ 1,332,694.48	1,207,624.54	1,045,330.25	1,093,884.42	982,541.46
JAN	MAR			$ 931,089.88	915,721.95	798,307.67	692,647.12	751,474.37
FEB	APR			$ 884,085.98	867,075.56	816,989.85	677,611.75	763,496.18
MAR	MAY			$ 1,389,625.43	1,371,074.68	1,215,345.22	888,123.96	1,069,253.79
APRIL	JUN			$ 1,007,903.02	1,053,655.75	1,073,951.31	773,096.95	846,390.05
MAY	JUL			$ 1,023,076.19	1,055,650.56	895,092.16	809,543.87	879,867.74
JUNE	AUG			$ 1,216,715.98	1,274,933.45	1,130,684.16	1,021,135.56	1,018,284.27
JULY	SEP			$ 1,043,855.32	1,039,021.98	1,013,137.28	774,925.04	861,472.41
AUG	OCT			$ 1,011,326.44	972,252.62	917,440.10	806,953.30	885,497.37
SEPT	NOV			$ 1,228,584.78	1,244,441.19	1,169,399.73	1,036,229.49	1,023,608.43
TOTAL			2,021,524.06	13,034,091.83	12,757,556.63	11,708,115.19	10,273,993.66	10,651,328.72
Total % Change over Prior Year				2.17%	8.96%	13.96%		
Total % Change over Prior Year - YTD			2.87%	11.90%	7.58%	-3.97%		

Sales tax accounts for 25% of the general fund revenue budget. Seventy-five percent (75%) or 0.015 cents of the collections goes to the General Fund for operations and property tax relief. The remaining 25% or .005 cents goes to Economic Development.

- Sales Tax collections are currently at 2.87% over November 2022 collections.
- Sales Tax is collected two months in arrears. Sales Tax collected in November was paid to the City in January.



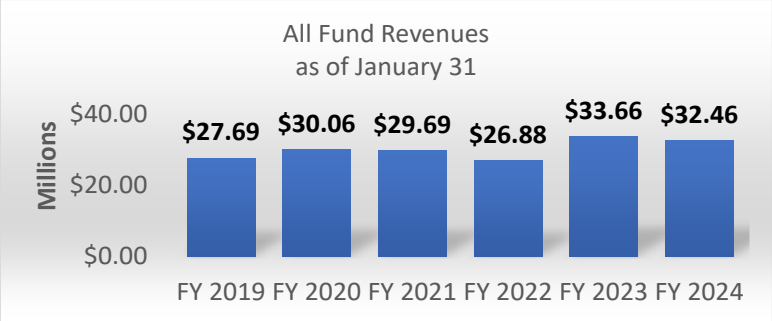
FY 2023-2024 FINANCIAL REPORT
as of January 31, 2024



The chart above shows year-to-date sales tax reported as of November for each Best Southwest city compared to the last two years year-to-date. The purpose of this graph is to recognize the regional economic growth and changes.

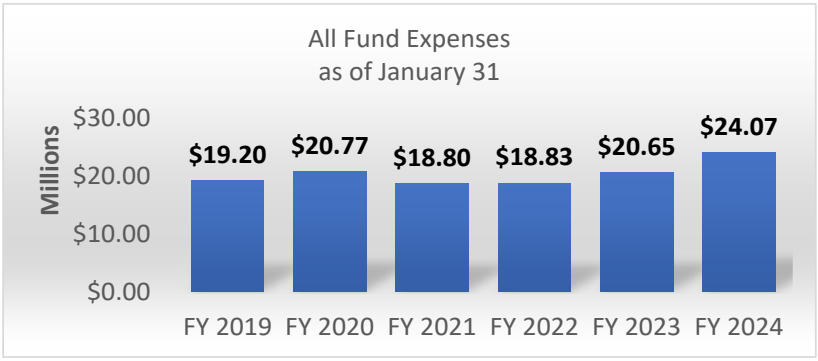
FY 2023-2024 FINANCIAL REPORT
as of January 31, 2024

ALL FUNDS



Total revenue collected as of January 31, 2024, is $32.46 million. This is 39.1% of the total revenue budget for all funds.

- Property Tax revenue is 80.4% of the budget.
- Interest earnings on investments city-wide are $1,325,931 year-to-date. This is 79% greater than FY 2023, year-to-date.

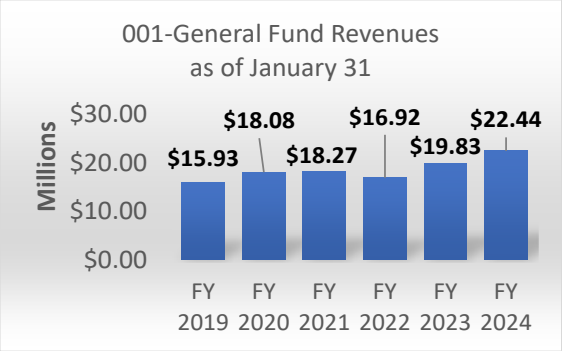


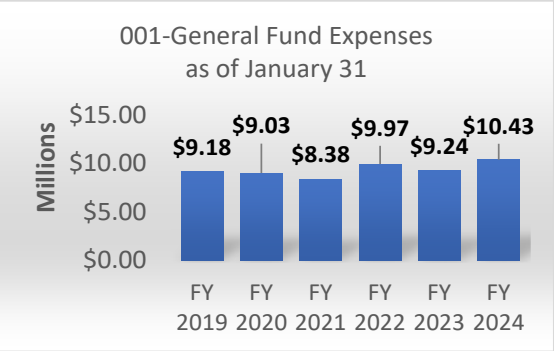
Total expenditures as of January 31, 2024, are $24.07 million. This is 22.3% of the total expenditure budget for all funds. Total payrolls year-to-date are 7.5 out of 26, 28.5% of the total Salary/Benefit budget.

FY 2023-2024 FINANCIAL REPORT
as of January 31, 2024

GENERAL FUND

The General Fund's unaudited ending fund balance for actuals is approximately $33 million to date. This is due to ongoing adjustments to FY 2023 as the City prepares for FY 2023 audit. Additionally, revenues are higher than expenditures to date but as the year progresses will balance out. The General Fund fiscal year 2024 budget is estimated to have an unaudited ending fund balance of approximately $16.6 million. The FY 2022 external audit report is concluding.





General Fund Revenue Highlights:

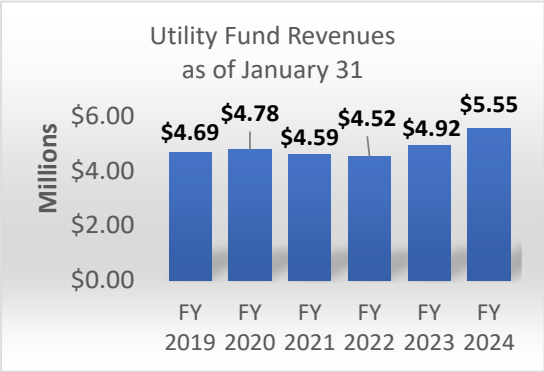
- Overall, General Fund revenues and service reimbursements are currently at 56.5% of the budget.
- Property Tax receipts are 80.3% of the budget to date.
- Permits are 41% of the budget to date. Annual rental registration fees are typically due by December 31.
- EMS collections represent 86.7% of the budget but this is due to accounting adjustments on gross receipts.
- Received first quarter electric franchise fee in the amount of $250 thousand.
- Interest Revenue received to date is $798,626. This is 63% greater than FY 2023.

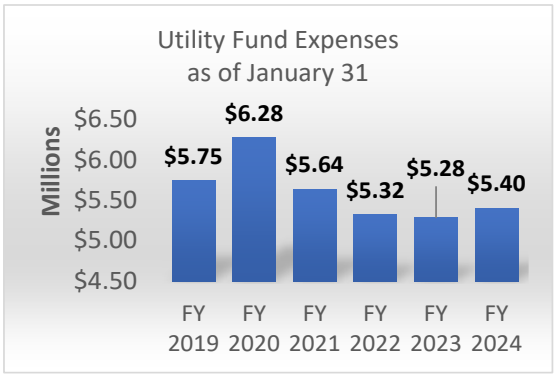
General Fund Expense Highlights:

- Operating expenditures are 25.6% of the budget.
- Transfers to other funds are 37% of the budget. An annual amount is transferred to the TIF (Tax Incremental Financing) Fund (Fund 033). The increase in property value in the Tax Incremental Reinvestment Zone (TIRZ) is captured by the Dallas Central Appraisal District, the City calculates the property tax on the increase, and transfers it to the TIF Fund. Ultimately the funds are to be used for redevelopment and improvements within the zone. The amount transferred was $139,137.
- Utility expenses, such as electric utilities, are trending ahead at 53%. This is due to payments for FY 2023 were accounted for in FY 2024. Adjustments will be made to correct this. Additionally, the city phone system, Ring Central, is an annual payment and accounts for 16% of total utility expenses YTD.

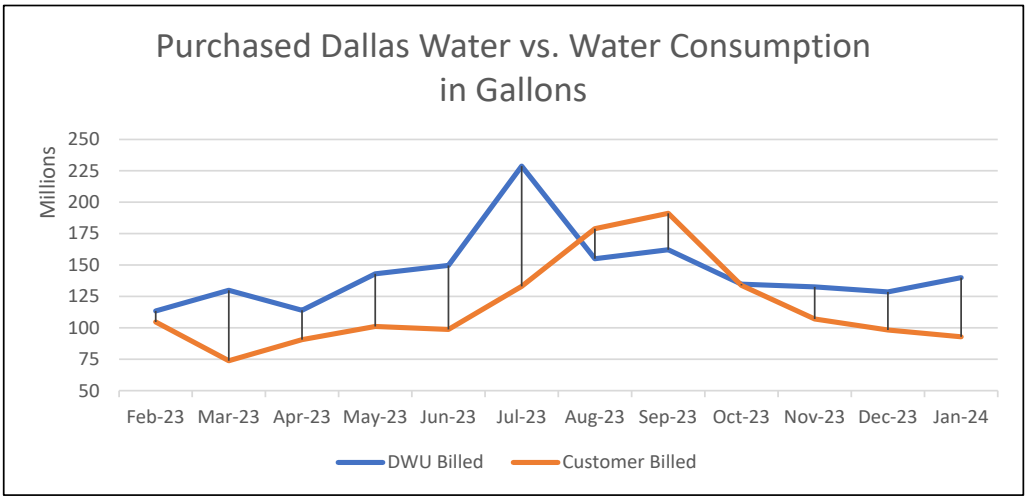
UTILITY FUND

The Utility Operating Fund's unaudited beginning fund balance is $12.5 million, with an actual year-to-date unaudited fund balance of $12.7 million. Revenues exceeded expenditures for December by $148,535.





- Total utility revenues are 26.3 % of the budget.
- Total expenditures are 24.4% of the budget. This amount includes $1.2 million in payments to Dallas Water Utilities (wholesale water) and $2.2 million to Trinity River Authority (wastewater treatment) to date.

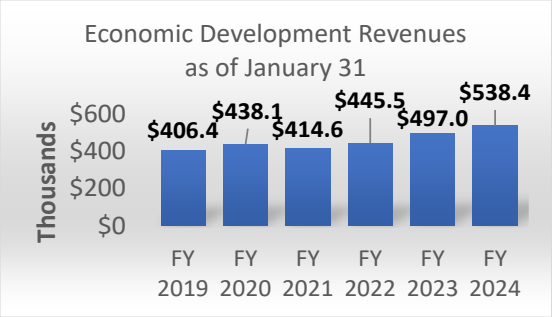


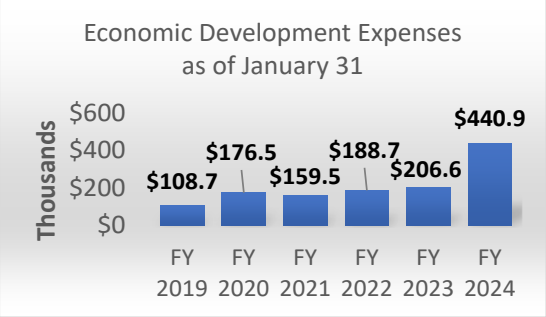
The chart above depicts the gallons supplied by Dallas Water Utilities compared to gallons billed to customers. The difference is unbilled water and a portion of this is unaccounted for water loss. A small portion of lost water is accounted for by the Utility department for routine hydrant flushing, leaks, and repairs for example. The industry standard, per the Texas Water Development Board, is 10%. Anything more should be an indication of low water meter

accuracies, water storage facility flow metering equipment calibration needs, unknown leaks, or all the above. The percentage of unbilled water for the last 12 months was 18.4%.

ECONOMIC DEVELOPMENT

The Economic Development unaudited beginning fund balance is $6.8 million, with an actual year-to-date unaudited fund balance of $6.9 million.





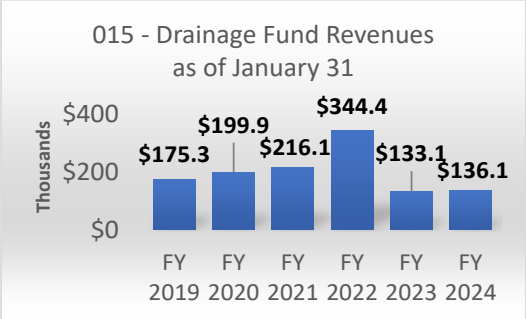
- Total revenues are 16 % of the budget. Revenue received in Economic Development is a ½ cent sales tax. Collections for November were paid in January.

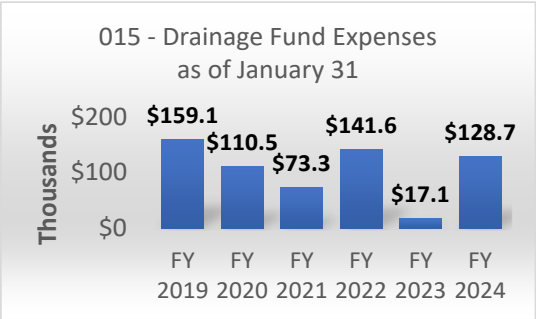
- Total expenditures are 9.8 % of the budget. The "Other Financing Uses" expense category includes incentives and grant line-item accounts; $177,870 in incentives have been paid to date. Additionally, the supplies category is 46.8% of the budget. This is due to the annual subscription of the Placer ai software.

FY 2023-2024 FINANCIAL REPORT
as of January 31, 2024

DRAINAGE FUND

The Drainage Fund unaudited beginning fund balance is $2 million, with an actual year-to-date unaudited fund balance of $2 million.



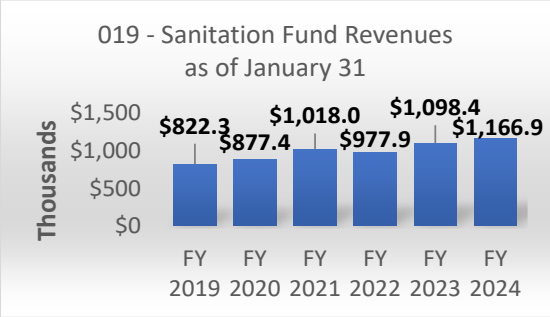


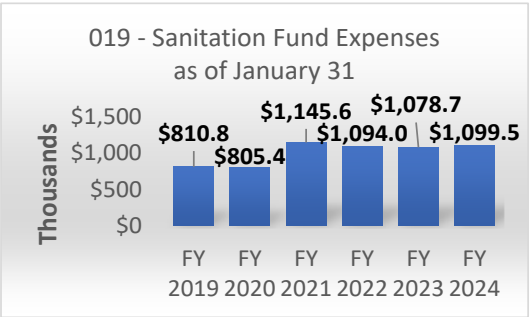
- Total revenues are 17.5 % of the budget.
- Total expenditures are 5% of the budget. This fund budgets for 3 FT street positions. However, these positions are vacant. Expenses for January include drainage CIP projects in the amount of $124,365.

FY 2023-2024 FINANCIAL REPORT
as of January 31, 2024

SANITATION FUND

The Sanitation Fund unaudited beginning fund balance is $848,972, with an actual year-to-date unaudited fund balance of $916,358.



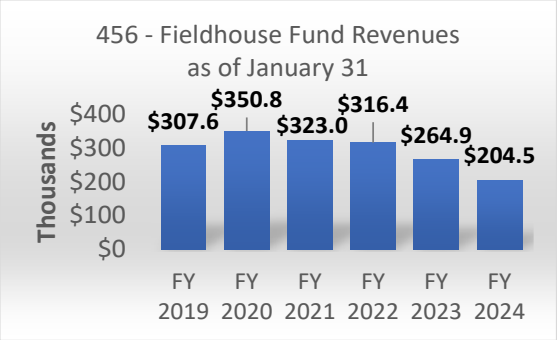


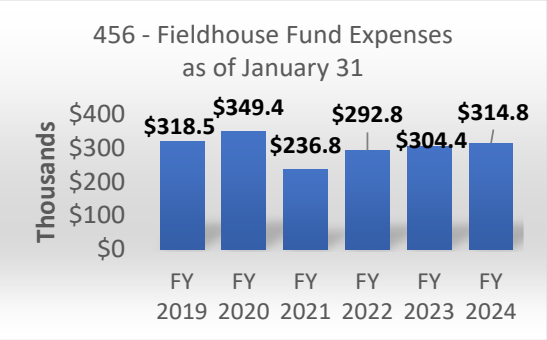
- Total revenues are 24.9 % of the budget.
- Total expenditures are 23.6 % of the budget. Expenses include Garbage Collection Fees to Republic. A total of $985,401 has been paid to date to Republic and for Landfill.

FY 2023-2024 FINANCIAL REPORT
as of January 31, 2024

FIELDHOUSE FUND

The Fieldhouse Fund unaudited beginning fund balance is -$1.8 million, with an actual year-to-date unaudited fund balance of -$1.9 million.





- Total revenues are 9.8 % of the budget.
- Total expenditures are 15.6 % of the budget.

OTHER FUND HIGHLIGHTS

- **Fund 008** – **Comprehensive Self-Insurance**: Expenses paid in October included the annual Worker's Compensation and Liability Insurance premium. Contributions from the various cost centers will be transferred into the fund monthly to fund the annual premium and claims.

- **Fund 010 – Hotel/Motel:** Total expenses year to date is 49.6%. This includes tax grants in the amount of $334,128 paid year to date.

CAPITAL IMPROVEMENT PROJECT HIGHTLIGHTS

- Fire Station 1 – Final acceptance of construction expected in March 2024. $9.3 million spent to date including IT network, technology, furniture and fixture related expenses.
- Armstrong Park and Splashpad – estimated completion March 2024. $2.4 million spent project to date.
- Swan Ridge Street, Utilities, and Drainage improvements – estimated completion March 2024. $2.5 million spent project to date.
- Cherry Street/Center Street Alley and Drainage – estimated completion in Spring 2024. $212,168 spent project to date.

ACCOUNT CATEGORY EXPLANATIONS

REVENUES:

1. 50 – Property Taxes: includes current year taxes, prior year taxes, and penalties and interest on delinquent taxes.
2. 51 – Sales & Other Taxes: includes Sales Tax, Hotel/Motel Occupancy Tax, and Mixed Beverage Tax.
3. 52 – Permits & Licenses: includes Building related permits, alarm permits, health inspections.
4. 53 – Fines and Fees: includes court fines, late payment penalties.
5. 54 – Intergovernmental Revenues: include revenues from grant awards, court awards, and reimbursements from other governmental agencies. For example, School Crossing Guards, Regional Emergency Management, CDBG (Community Development Block Grant) Neighborhood Service Officer.
6. 55 – Interest: includes interest earned from investments.
7. 56 – Franchise Fee Revenue: includes revenues received from gross receipts for utilities such as Gas, Electric, Cable, garbage collection. Companies such as Atmos and Oncor, submit franchise payments.
8. 57 – Charges for Service: includes memberships, rentals, water/sewer/garbage services, Fieldhouse rentals.
9. 58 – Transfers from Funds: includes funds received from other Funds.
10. 59 – Other Sources: includes all other revenues not categorized. Smaller revenue sources such as miscellaneous and reimbursements.

EXPENDITURES:

1. 60 – Salary and Benefits: includes all salary, benefit, workers compensation, and retiree medical insurance line items.
2. 72 – Supplies and Materials: includes line items for office supplies, direct materials, clothing, tools, janitorial supplies, postage, computer hardware and software.
3. 73 – Contractual and Professional Services: includes election expenses, contractual services such as the cost-sharing partnerships for the jail, animal shelter, and regional dispatch, membership dues, professional development, professional fees such as engineers for construction projects, and legal services.
4. 74 – Maintenance and Repair Services: includes maintenance/licensing agreements such as software support, building, grounds, vehicle maintenance.
5. 75 – Utilities: City facilities water, gas, and electrical.
6. 76 – Capital Outlay: includes purchase over $5000 to become a capitalized asset such as land, building improvements, infrastructure, equipment and vehicles.
7. 77 – Debt Services: includes principal and interest payments on debt.
8. 78 – Transfers to Funds: includes transfers out to other funds, IT and Fleet replacement contributions.

9. 79 – Other Financing Uses: includes training, hospitality, and employee appreciation expenses. In Economic Development fund 012 – grants and development incentives are budgeted in this category.

CITY OF DUNCANVILLE
Property Tax Collections Report
January 01 - 31, 2024

	Report Name	Base Tax Levy	Penalty & Interest	Collection Fees	Total
Collections:					
Payments Received	AC003P	$8,926,147.18	$29,156.75	$13,276.47	$8,968,580.40
Adjustments to Collections:					
Refunds/Levy Corrections	AC003A	($9,117.20)	($79.79)	$0.00	($9,196.99)
Return Check Items	AC003A	($5,680.26)	($703.89)	($259.98)	($6,644.13)
Transfers/Reversals	AC003A	($12,133.34)	($31.43)	($13.77)	($12,178.54)
Total Adjustments to Collections	**AC003A**	**($26,930.80)**	**($815.11)**	**($273.75)**	**($28,019.66)**
Maintenance & Operations	AC002A	$8,340,892.48	$24,510.79	$13,002.72	$8,378,405.99
Interest & Sinking	AC002A	$558,323.90	$3,830.85	$0.00	$562,154.75
Net Collections	**AC002A**	**$8,899,216.38**	**$28,341.64**	**$13,002.72**	**$8,940,560.74**
Transferred Refund from Escrow	AC002A	$0.00			$0.00
Rendition Penalty	AC006A	($307.93)			($307.93)
Collections Fee		($20,564.60)			($20,564.60)
Total Miscellaneous Items		**($20,872.53)**			**($20,872.53)**
M&O Net Payment to Entity		$8,320,019.95	$24,510.79		$8,344,530.74
I&S Net Payment to Entity		$558,323.90	$3,830.85		$562,154.75
Total Net Payment to Entity		**$8,878,343.85**	**$28,341.64**		**$8,906,685.49**
Net Adjustment to Levy	AR006A	($10,030.97)			
Current Year Collection Percentage Based on Monthly Collections:				**86.65%**	

Total Net Payment to Entity = (Payments Received - Total Adj to Coll - Total Misc. Items)

M&O Net Payment to Entity = (Maintenance & Operations - Total Miscellaneous Items)

Detail reports will not be attached if no activity occurred for the month.

In accordance with the requirements of the Texas Property Tax Code, Chapter 31, Section 31.10 Paragraph (a), the attached tax collections report is respectfully submitted.

I, John R. Ames, CTA, Dallas County Tax Assessor/Collector, do hereby certify the attached collection totals, to the best of my knowledge.

NOTARY PUBLIC STATE OF TEXAS
Laura Mati
My Commission Expires
10/22/2025
Notary ID
129600804

John R. Ames, CTA
Dallas County Tax Assessor/Collector

PM
RR

Laura Mati
Notary Public, State of Texas

Sworn and subscribed before me, this 9 day of February 2024.

ALL FUNDS
AS OF JANUARY 31, 2024

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024 YTD Actual	Revised Budget	% of Revised Budget	YTD Remaining Budget	PRIOR YEAR - FY 2023 PY-YTD Actual	% of Revised Budget	COMPARISON Variance PY-YTD $$	YTD Variance %
Revenue								
50 - PROPERTY TAXES	$18,801,108	$23,393,424	80.37%	$4,592,316	$16,164,649	74.62%	$2,636,459	16.31%
51 - SALES & OTHER TAXES	2,246,982	14,528,864	15.47%	12,281,882	2,192,808	16.15%	54,174	2.47%
52 - PERMITS & LICENSES	266,053	647,500	41.09%	381,447	235,267	41.13%	30,786	13.09%
53 - FINES & FEES	95,196	377,600	25.21%	282,404	98,673	23.27%	(3,477)	-3.52%
54 - INTERGOV REVENUES	109,303	1,604,853	6.81%	1,495,550	4,864,818	86.58%	(4,755,515)	-97.75%
55 - INTEREST	1,325,931	87,000	1524.06%	(1,238,931)	741,196	383.44%	584,735	78.89%
56 - FRANCHISE FEE REV	295,259	2,080,000	14.20%	1,784,741	318,068	15.49%	(22,809)	-7.17%
57 - CHARGES FOR SERVICES	7,705,134	28,832,460	26.72%	21,127,326	6,842,180	25.43%	862,955	12.61%
58 - TRANSFER FROM FUNDS	929,635	9,054,530	10.27%	8,124,895	1,449,905	21.23%	(520,270)	-35.88%
59 - OTHER SOURCES	680,661	2,426,961	28.05%	1,746,300	750,906	10.40%	(70,245)	-9.35%
Revenue Total	**$32,455,261**	**$83,033,192**	**39.09%**	**$50,577,931**	**$33,658,469**	**39.57%**	**($1,203,208)**	**-3.57%**
Expense								
60 - SALARY AND BENEFITS	$8,625,706	$30,249,473	28.52%	$21,623,767	$7,498,722	26.66%	$1,126,984	15.03%
72 - SUPPLIES & MATERIALS	555,496	4,383,532	12.67%	3,828,036	484,170	9.47%	71,326	14.73%
73 - CONTRACT & PROF SVCS	6,625,968	25,089,911	26.41%	18,463,943	6,580,048	27.99%	45,920	0.70%
74 - MAINT & REPAIR SVCS	565,522	2,326,520	24.31%	1,760,997	375,017	20.24%	190,506	50.80%
75 - UTILITIES	602,507	1,251,864	48.13%	649,358	119,298	9.80%	483,208	405.04%
76 - CAPITAL OUTLAY	5,372,902	28,255,667	19.02%	22,882,765	3,469,622	11.81%	1,903,280	54.86%
77 - DEBT SERVICES	5,775	2,020,481	0.29%	2,014,706	0	0.00%	5,775	0.00%
78 - TRANSFER TO FUNDS	1,462,002	10,522,920	13.89%	9,060,918	1,877,101	23.50%	(415,099)	-22.11%
79 - OTHER FINANCING USES	256,605	3,803,868	6.75%	3,547,263	242,845	8.03%	13,760	5.67%
Expense Total	**$24,072,483**	**$107,904,236**	**22.31%**	**$83,831,753**	**$20,646,823**	**20.19%**	**$3,425,660**	**16.59%**
Net Income (Loss)	**$8,382,778**	**($24,871,044)**			**$13,011,646**			

001 - GENERAL FUND
AS OF JANUARY 31, 2024

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
50 - PROPERTY TAXES	$8,005,777	$17,589,897	$21,909,710	80.28%	$15,528,580	74.64%	$2,061,318	13.27%
51 - SALES & OTHER TAXES	760,100	1,541,206	10,251,648	15.03%	1,500,955	15.74%	40,251	2.68%
52 - PERMITS & LICENSES	49,437	266,053	647,500	41.09%	235,267	41.13%	30,786	13.09%
53 - FINES & FEES	18,594	85,831	350,100	24.52%	89,202	23.07%	(3,371)	-3.78%
54 - INTERGOV REVENUES	23,487	24,077	347,861	6.92%	4,451	1.87%	19,625	440.90%
55 - INTEREST	202,259	798,626	67,700	1179.65%	488,531	721.61%	310,095	63.47%
56 - FRANCHISE FEE REV	250,762	268,504	1,755,000	15.30%	265,383	15.26%	3,121	1.18%
57 - CHARGES FOR SERVICES	344,590	878,521	1,147,200	76.58%	642,042	57.31%	236,478	36.83%
58 - TRANSFER FROM FUNDS	232,409	929,635	2,795,905	33.25%	965,098	33.22%	(35,463)	-3.67%
59 - OTHER SOURCES	20,873	59,124	448,250	13.19%	112,433	28.76%	(53,309)	-47.41%
Revenue Total	**$9,908,287**	**$22,441,473**	**$39,720,874**	**56.50%**	**$19,831,942**	**52.52%**	**$2,609,531**	**13.16%**
Expense								
60 - SALARY AND BENEFITS	$1,906,200	$7,570,801	$26,189,314	28.91%	$6,568,121	27.20%	$1,002,680	15.27%
72 - SUPPLIES & MATERIALS	51,307	250,943	2,139,587	11.73%	232,650	11.47%	18,293	7.86%
73 - CONTRACT & PROF SVCS	310,735	1,117,548	7,750,312	14.42%	1,593,705	22.67%	(476,157)	-29.88%
74 - MAINT & REPAIR SVCS	187,175	474,527	1,745,685	27.18%	286,431	20.67%	188,096	65.67%
75 - UTILITIES	368,822	523,335	981,857	53.30%	97,907	10.28%	425,428	434.52%
76 - CAPITAL OUTLAY	12,742	20,582	268,814	7.66%	18,738	11.63%	1,844	9.84%
78 - TRANSFER TO FUNDS	71,060	423,376	1,141,418	37.09%	311,087	26.59%	112,290	36.10%
79 - OTHER FINANCING USES	3,748	45,064	481,976	9.35%	134,922	26.48%	(89,858)	-66.60%
Expense Total	**$2,911,789**	**$10,426,177**	**$40,698,963**	**25.62%**	**$9,243,560**	**24.72%**	**$1,182,617**	**12.79%**
Net Income (Loss)	**$6,996,498**	**$12,015,296**	**($978,089)**		**$10,588,382**			

	ACTUAL	BUDGET
UNAUDITED BEGINNING FUND BALANCE	**$ 21,889,283**	**$ 17,431,689**
ENDING FUND BALANCE	**$ 33,904,579**	**$ 16,453,600**

FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	40.4%
# of Days Coverage	148
Reserve Requirement $$ (60 Days)	$ 6,690,240
Reserve Requirement %	16.4%
Excess Reserves	**$ 9,763,360**

001 - GENERAL FUND
AS OF JANUARY 31, 2024

UNAUDITED REVENUES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
50 - PROPERTY TAXES								
501101 - CURRENT TAXES	$7,949,674	$17,471,770	$21,619,710	80.81%	$15,408,407	75.00%	2,063,363	13.39%
501102 - DELINQUENT TAXES	32,020	94,006	145,000	64.83%	112,630	90.10%	(18,624)	-16.54%
501103 - PENALTIES AND INTEREST	24,083	24,122	145,000	16.64%	7,543	5.59%	16,579	219.78%
50 - PROPERTY TAXES Total	**$8,005,777**	**$17,589,897**	**$21,909,710**	**80.28%**	**$15,528,580**	**74.64%**	**$2,061,318**	**13.27%**
51 - SALES & OTHER TAXES								
501201 - STATE SALES TAX CITY PORTION	$499,354	$1,014,407	$6,768,432	14.99%	$993,252	15.76%	21,155	2.13%
501202 - SALES TAX PROPERTY TAX RELIEF	249,677	507,203	3,384,216	14.99%	496,626	15.76%	10,577	2.13%
501204 - ALCOHOLIC BEVERAGE TAX	11,070	19,596	99,000	19.79%	11,078	13.03%	8,518	76.90%
51 - SALES & OTHER TAXES Total	**$760,100**	**$1,541,206**	**$10,251,648**	**15.03%**	**$1,500,955**	**15.74%**	**$40,251**	**2.68%**
52 - PERMITS & LICENSES								
502101 - BUILDING PERMITS	$14,565	$128,088	$350,000	36.60%	$110,896	36.97%	17,193	15.50%
502102 - ELECTRICAL PERMITS	1,925	13,135	27,000	48.65%	11,525	57.63%	1,610	13.97%
502103 - SOLICITOR LICENSES	75	150	500	30.00%	75	15.00%	75	100.00%
502106 - SIGN PERMITS	3,150	8,450	18,000	46.94%	10,600	70.67%	(2,150)	-20.28%
502108 - HEALTH FOOD INSPECTION FEES	8,000	39,025	75,000	52.03%	29,246	41.78%	9,779	33.44%
502109 - PLUMBING AND AC PERMITS	6,325	21,497	60,000	35.83%	20,750	37.73%	747	3.60%
502111 - ZONING & SPEC USE PERMIT	1,575	3,475	12,000	28.96%	5,150	60.59%	(1,675)	-32.52%
502114 - RENTAL PROPERTY REGISTRATION	5,485	30,135	55,000	54.79%	31,720	63.44%	(1,585)	-5.00%
502120 - ALARM PERMITS	8,337	21,847	45,000	48.55%	15,306	30.61%	6,542	42.74%
502122 - POOL OR SPA INSPECTION FEE	0	250	5,000	5.00%	0	0.00%	250	0.00%
509607 - ANIMAL PERMITS	0	0	0	0.00%	0	0.00%	0	0.00%
52 - PERMITS & LICENSES Total	**$49,437**	**$266,053**	**$647,500**	**41.09%**	**$235,267**	**41.13%**	**$30,786**	**13.09%**
53 - FINES & FEES								
502107 - WRECKER AND STORAGE FEES	$0	$0	$0	0.00%	$0	0.00%	0	0.00%
502112 - EMS SVCS COST SETTLEMENT	0	0	0	0.00%	0	0.00%	0	0.00%
502113 - SMALL CELL/ NETWORK NODE FEES	0	0	0	0.00%	0	0.00%	0	0.00%
503101 - MUNICIPAL COURT FINES	14,748	68,722	275,000	24.99%	72,630	24.21%	(3,908)	-5.38%
503102 - COURT RELATED FEES	3,338	14,937	60,000	24.90%	13,195	20.30%	1,742	13.20%
503103 - SCHOOL CROSSING FEES	96	831	2,500	33.24%	690	19.70%	141	20.51%
503201 - LIBRARY FINES	361	1,191	5,000	23.81%	2,257	75.23%	(1,066)	-47.24%
503301 - FALSE ALARM FINES	50	150	7,500	2.00%	430	2.87%	(280)	-65.12%
509609 - RETURN CHECK FEES	0	0	100	0.00%	0	0.00%	0	0.00%
53 - FINES & FEES Total	**$18,594**	**$85,831**	**$350,100**	**24.52%**	**$89,202**	**23.07%**	**($3,371)**	**-3.78%**

001 - GENERAL FUND
AS OF JANUARY 31, 2024

UNAUDITED REVENUES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
54 - INTERGOV REVENUES								
504102 - DISD SCHOOL CROSSING GUARDS	$0	$0	$50,310	0.00%	$0	0.00%	0	0.00%
504103 - DALLAS CNTY CROSSING GUARD REV	0	0	40,000	0.00%	3,838	9.60%	(3,838)	-100.00%
504109 - REIMB FOR REG EMERG MANAGER	0	0	147,551	0.00%	0	0.00%	0	0.00%
507105 - SENIOR MEAL DONATIONS	182	771	0	0.00%	613	0.00%	158	25.78%
508201 - FEDERAL GRANTS	0	0	0	0.00%	0	0.00%	0	0.00%
508203 - INTERGOV REIMBURSEMENT-CDBG	23,306	23,306	60,000	38.84%	0	0.00%	23,306	0.00%
508210 - INTERGOV REIMBURSEMNTS-CARE TM	0	0	50,000	0.00%	0	0.00%	0	0.00%
508101 - STATE GRANTS	0	0	0	0.00%	0	0.00%	0	0.00%
54 - INTERGOV REVENUES Total	**$23,487**	**$24,077**	**$347,861**	**6.92%**	**$4,451**	**1.87%**	**$19,625**	**440.90%**
55 - INTEREST								
505101 - INTEREST ON GOVT POOL INVEST	$96,230	$386,806	$1,700	22753.30%	$245,478	14439.90%	141,328	57.57%
505103 - CERT OF DEPOSIT INTEREST	18,084	65,473	36,000	181.87%	23,803	66.12%	41,670	175.07%
505106 - MONEY MARKET INTEREST	87,945	346,347	30,000	1154.49%	219,250	730.83%	127,097	57.97%
55 - INTEREST Total	**$202,259**	**$798,626**	**$67,700**	**1179.65%**	**$488,531**	**721.61%**	**$127,097**	**63.47%**
56 - FRANCHISE FEE REV						0.00%		
501301 - FRANCHISE FEE ELECTRIC	$250,337	$250,337	$1,150,000	21.77%	$246,590	21.44%	3,748	1.52%
501302 - FRANCHISE FEE GAS	0	0	390,000	0.00%	0	0.00%	0	0.00%
501303 - FRANCHISE FEE TELEPHONE	424	18,166	75,000	24.22%	18,793	22.92%	(627)	-3.34%
501304 - FRANCHISE FEE CABLE TV	0	0	140,000	0.00%	0	0.00%	0	0.00%
501306 - FRANCHISE VIDEO SERV	0	0	0	0.00%	0	0.00%	0	0.00%
56 - FRANCHISE FEE REV Total	**$250,762**	**$268,504**	**$1,755,000**	**15.30%**	**$265,383**	**15.26%**	**$3,121**	**1.18%**
57 - CHARGES FOR SERVICES								
502105 - EMERGENCY MEDICAL SERVICE	$309,299	$780,388	$900,000	86.71%	$557,400	65.58%	222,988	40.01%
507102 - RECREATION FEES	31,408	79,725	200,000	39.86%	60,447	26.28%	19,278	31.89%
507104 - SENIOR CENTER ANNUAL USER FEE	1,050	1,815	2,200	82.50%	1,448	36.19%	368	25.39%
507106 - RECREATION CENTER CAMPS	0	0	0	0.00%	0	0.00%	0	0.00%
507107 - RECREATION CENTER CLASSES	511	6,724	16,000	42.03%	7,918	54.60%	(1,193)	-15.07%
507108 - SPECIAL EVENTS	535	1,985	16,000	12.41%	3,240	27.00%	(1,255)	-38.73%
507109 - SENIOR CLASS/TRIPS	79	1,852	3,000	61.73%	1,865	103.61%	(13)	-0.70%
509603 - LIBRARY SERVICE FEES	1,709	6,031	10,000	60.31%	8,219	102.74%	(2,188)	-26.62%
509622 - MOWING LIEN REIMBURSEMENTS	0	0	0	0.00%	1,506	0.00%	(1,506)	-100.00%
57 - CHARGES FOR SERVICES Total	**$344,590**	**$878,521**	**$1,147,200**	**76.58%**	**$642,042**	**57.31%**	**$236,478**	**36.83%**

001 - GENERAL FUND
AS OF JANUARY 31, 2024

UNAUDITED REVENUES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
58 - TRANSFER FROM FUNDS								
598002 - PILOT FEE TZ-CITY WWW UTILITY	$128,507	$514,027	$1,542,082	33.33%	$574,880	33.33%	(60,853)	-10.59%
599002 - TRANS FROM UTILITY FUND-002	88,783	355,131	1,065,393	33.33%	355,131	33.33%	0	0.00%
599005 - TRANS FROM DEBT FUND-005	0	0	0	0.00%	0	0.00%	0	0.00%
599010 - TRANS FROM HOTEL FUND-010	2,968	11,872	35,616	33.33%	10,423	33.33%	1,449	13.91%
599012 - TRANS FROM EDC FUND-012	12,151	48,605	145,814	33.33%	24,664	33.33%	23,941	97.07%
599019 - TRANS FROM SANITATION FND-019	0	0	0	0.00%	0	0.00%	0	0.00%
599031 - TRANS FROM TRAFFIC IMP FND-031	0	0	0	0.00%	0	0.00%	0	0.00%
599041 - TRANS FROM 1-TIME PROJ FND-041	0	0	0	0.00%	0	0.00%	0	0.00%
599230 - TRANS FROM JUVENILE FUND-230	0	0	7,000	0.00%	0	0.00%	0	0.00%
599757 - TRANS FROM EMERG MANG FND-757	0	0	0	0.00%	0	0.00%	0	0.00%
58 - TRANSFER FROM FUNDS Total	**$232,409**	**$929,635**	**$2,795,905**	**33.25%**	**$965,098**	**33.22%**	**($35,463)**	**-3.67%**
59 - OTHER SOURCES								
509101 - SALE OF FIXED ASSETS	$0	$0	$0	0.00%	$0	0.00%	0	0.00%
509102 - GAIN/ LOSS ON SALE FIXED ASSET	0	0	0	0.00%	0	0.00%	0	0.00%
509105 - SALE OF MATERIALS	0	0	3,750	0.00%	450	18.00%	(450)	-100.00%
509201 - INSURANCE RECOVERY	0	0	0	0.00%	0	0.00%	0	0.00%
509501 - COLLECTION OF BAD DEBTS	0	0	0	0.00%	0	0.00%	0	0.00%
509502 - MISCELLANEOUS WRITEOFFS	0	35	0	0.00%	0	0.00%	(35)	0.00%
509601 - MISCELLANEOUS REVENUE	3,378	10,261	100,000	10.26%	67,125	67.13%	(77,386)	-84.71%
509602 - CASH OVER AND SHORT	5	522	0	0.00%	522	0.00%	(1,044)	0.07%
509604 - POLICE ACCIDENT REPORTS	156	2,271	3,500	64.87%	1,086	31.03%	(3,357)	109.03%
509606 - AUCTION PROCEEDS	0	0	0	0.00%	0	0.00%	0	0.00%
509611 - SCRAP METAL SALES	0	0	0	0.00%	0	0.00%	0	0.00%
509612 - CITY SERVICES REIMBURSEMENT	0	1,106	58,000	1.91%	3,276	5.65%	(4,382)	-66.23%
509613 - WORKERS COMP REIMBURSEMENT	3,216	3,216	45,000	7.15%	0	0.00%	(3,216)	0.00%
509614 - RENTAL OF TOWER	13,413	40,243	225,000	17.89%	39,974	20.61%	(80,217)	0.67%
509617 - LEASE INCOME-EON	0	0	0	0.00%	0	0.00%	0	0.00%
509618 - GAS WELL OIL REVENUE	706	1,471	13,000	11.32%	0	0.00%	(1,471)	0.00%
509623 - CLAIM REIMBURSEMENTS	0	0	0	0.00%	0	0.00%	0	0.00%
59 - OTHER SOURCES Total	**$20,873**	**$59,124**	**$448,250**	**13.19%**	**$112,433**	**28.76%**	**($171,557)**	**-47.41%**
Grand Total	**$9,908,287**	**$22,441,473**	**$39,720,874**	**56.50%**	**$19,831,942**	**52.52%**	**$2,609,531**	**13.16%**

001 - GENERAL FUND
AS OF JANUARY 31, 2024

UNAUDITED EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
0101 - GENERAL GOV. SERVICES DEPT.								
01011000 - MAYOR AND COUNCIL	$18,357	$42,454	$117,582	36.11%	$60,416	42.30%	(17,962)	-29.73%
01011020 - MAYOR	0	83	8,500	0.97%	7,099	83.52%	(7,017)	-98.84%
01011021 - DISTRICT 1	0	45	7,000	0.64%	1,661	23.73%	(1,616)	-97.29%
01011022 - DISTRICT 2	0	42	7,000	0.61%	1,328	18.97%	(1,286)	-96.81%
01011023 - DISTRICT 3	0	0	7,000	0.00%	2,527	36.11%	(2,527)	-100.00%
01011024 - DISTRICT 4	0	1,321	7,000	18.86%	3,929	56.13%	(2,608)	-66.39%
01011025 - DISTRICT 5	0	157	7,000	2.24%	1,349	19.27%	(1,192)	-88.36%
01011026 - DISTRICT AT LARGE	0	193	7,000	2.76%	1,613	23.05%	(1,420)	-88.04%
01011100 - CITY ADMINISTRATION	47,077	186,583	681,007	27.40%	223,960	25.51%	(37,377)	-16.69%
01011200 - CITY SECRETARY	39,682	82,934	379,408	21.86%	72,667	18.98%	10,268	14.13%
01011300 - HUMAN RESOURCES	38,560	130,760	495,086	26.41%	156,176	32.31%	(25,416)	-16.27%
01011400 - INFO TECHNOLOGY	178,447	540,885	1,563,915	34.59%	353,788	31.49%	187,097	52.88%
01011500 - PUBLIC INFORMATION OFFICE	73,809	155,454	497,264	31.26%	70,052	26.40%	85,402	121.91%
01011600 - PUBLIC LIBRARY	82,695	293,772	1,123,899	26.14%	288,528	27.30%	5,244	1.82%
01011700 - CITY MARSHAL	8,372	30,458	120,107	25.36%	26,869	26.88%	3,590	13.36%
0101 - GENERAL GOV. SERVICES DEPT. Total	**$486,999**	**$1,465,141**	**$5,028,768**	**29.14%**	**$1,271,962**	**28.37%**	**$193,179**	**15.19%**
0102 - FISCAL SERVICES DEPT.								
01022000 - ACCOUNTING & REPORTING	$72,490	$302,268	$1,070,471	28.24%	$244,512	31.26%	57,757	23.62%
01022300 - MUNICIPAL COURT	32,134	119,051	538,945	22.09%	116,627	23.60%	2,424	2.08%
01022500 - PROCUREMENT OFFICE	17,657	64,995	246,330	26.39%	61,783	27.82%	3,213	5.20%
0102 - FISCAL SERVICES DEPT. Total	**$122,280**	**$486,315**	**$1,855,746**	**26.21%**	**$422,921**	**28.22%**	**$63,393**	**14.99%**
0103 - NEIGHBORHOOD & PLANNING DEPT.								
01036100 - BUILDING INSPECTION	$43,737	$164,898	$641,013	25.72%	$100,276	19.90%	64,623	64.44%
01036401 - PLANNING SERVICES-CURRENT	15,713	54,870	221,580	24.76%	0	0.00%	54,870	0.00%
01036500 - NEIGHBORHOOD SERVICES	34,424	162,736	525,029	31.00%	152,240	24.14%	10,496	6.89%
01036580 - CDBG PROGRAM-NEIGHBORHOOD	6,571	24,469	84,388	29.00%	235	0.00%	24,234	10330.39%
0103 - NEIGHBORHOOD & PLANNING DEPT. Total	**$100,445**	**$406,973**	**$1,472,010**	**27.65%**	**$252,750**	**22.28%**	**$154,223**	**61.02%**
0104 - PARK AND RECREATION DEPT.								
01044000 - PARK & REC ADMINISTRATION	$21,904	$82,845	$290,023	28.56%	$79,710	29.48%	3,135	3.93%
01044100 - REC PROGRAM ADMIN	31,168	115,268	487,898	23.63%	120,631	26.44%	(5,363)	-4.45%
01044101 - RECREATIONAL PROGRAMS	0	0	0	0.00%	0	0.00%	0	0.00%
01044200 - SPECIAL EVENTS ADMIN	20,000	72,416	331,833	21.82%	44,560	17.08%	27,855	62.51%
01044300 - ATHLETIC PROGRAMMING	85,470	147,681	453,123	32.59%	60,355	14.39%	87,325	144.68%
01044500 - HORTICULTURE	14,186	49,795	193,996	25.67%	28,958	15.93%	20,837	71.96%
01044600 - PARK GROUNDS MAINTENANCE	130,580	412,115	1,744,209	23.63%	168,673	11.39%	243,442	144.33%
01044900 - SENIOR CENTER	21,555	76,718	238,739	32.13%	63,070	28.42%	13,648	21.64%
01044901 - SENIOR CENTER CLASSES	0	0	0	0.00%	0	0.00%	0	0.00%
01044911 - SENIOR CENTER TRIPS	0	0	0	0.00%	0	0.00%	0	0.00%
0104 - PARK AND RECREATION DEPT. Total	**$324,864**	**$956,836**	**$3,739,820**	**25.59%**	**$565,957**	**17.20%**	**$390,880**	**69.07%**

001 - GENERAL FUND
AS OF JANUARY 31, 2024

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED EXPENSES	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
0105 - POLICE SERVICES DEPT.								
01055000 - POLICE ADMINISTRATION	$57,192	$215,458	$2,507,292	8.59%	$598,798	26.58%	(383,341)	-64.02%
01055100 - PATROL	393,430	1,633,375	5,693,004	28.69%	1,400,473	27.30%	232,903	16.63%
01055200 - CRIMINAL INVESTIGATION	117,900	421,434	1,642,102	25.66%	475,245	30.10%	(53,811)	-11.32%
01055300 - ANIMAL CONTROL	40,605	126,440	577,993	21.88%	174,302	32.31%	(47,862)	-27.46%
01055400 - SCHOOL GUARDS	4,086	28,822	100,620	28.64%	33,370	37.82%	(4,548)	-13.63%
01055500 - CRIME PREVENTION	11,418	46,685	168,083	27.77%	45,299	29.29%	1,385	3.06%
01055600 - SWAT ORG	2,995	11,291	146,049	7.73%	23,280	22.33%	(11,989)	-51.50%
01055700 - RECORDS	29,349	109,134	378,642	28.82%	97,960	27.48%	11,173	11.41%
01055900 - POLICE SPECIAL SERVICES	21,445	75,879	415,254	18.27%	90,107	21.98%	(14,228)	-15.79%
0105 - POLICE SERVICES DEPT. Total	**$678,421**	**$2,668,517**	**$11,629,039**	**22.95%**	**$2,938,834**	**27.68%**	**($270,317)**	**-9.20%**
0106 - PUBLIC WORKS DEPT.								
01066000 - PUBLIC WORKS ENGINEERING/ADMIN	$36,277	$137,959	$621,263	22.21%	$134,173	21.61%	3,786	2.82%
01066200 - STREET MAINTENANCE	272,983	555,044	3,452,237	16.08%	568,099	16.06%	(13,055)	-2.30%
01066300 - TRAFFIC OPERATIONS	41,030	126,682	1,110,552	11.41%	126,994	11.81%	(312)	-0.25%
01066700 - EQUIPMENT SERVICES	67,121	261,774	1,340,941	19.52%	362,330	29.00%	(100,556)	-27.75%
01066800 - BUILDING MAINTENANCE	117,909	283,228	979,330	28.92%	183,255	20.32%	99,973	54.55%
0106 - PUBLIC WORKS DEPT. Total	**$535,319**	**$1,364,686**	**$7,504,322**	**18.19%**	**$1,374,850**	**18.62%**	**($10,164)**	**-0.74%**
0107 - FIRE SERVICES DEPT.								
01077000 - FIRE ADMINISTRATION	$46,856	$165,942	$673,422	24.64%	$186,029	26.00%	(20,087)	-10.80%
01077100 - FIRE PREVENTION	26,176	100,232	355,291	28.21%	114,875	38.04%	(14,642)	-12.75%
01077200 - FIRE SUPPRESSION	420,784	1,609,887	5,132,258	31.37%	1,380,337	30.37%	229,550	16.63%
01077300 - ADVANCED LIFE SUPPORT	124,415	447,039	1,808,383	24.72%	490,216	26.78%	(43,177)	-8.81%
01077500 - EMERGENCY MANAGEMENT ADMIN	12,860	42,252	197,229	21.42%	37,714	27.06%	4,538	12.03%
0107 - FIRE SERVICES DEPT. Total	**$631,091**	**$2,365,353**	**$8,166,583**	**28.96%**	**$2,209,171**	**29.33%**	**$156,182**	**7.07%**
0108 - NON-DEPARTMENTAL								
01088000 - GENERAL NON DEPARTMENTAL	$32,370	$712,236	$1,152,883	61.78%	$157,760	12.46%	554,476	351.47%
0108 - NON-DEPARTMENTAL Total	**$32,370**	**$712,236**	**$1,152,883**	**61.78%**	**$157,760**	**12.46%**	**$554,476**	**351.47%**
0109 - USE OF FUND BALANCE								
01099000 - USE OF FUND BALANCE	$0	$0	$149,791	0.00%	$0	0.00%	0	0.00%
0109 - USE OF FUND BALANCE Total	**$0**	**$0**	**$149,791**	**0.00%**	**$0**	**0.00%**	**$0**	**0.00%**
Grand Total	**$2,911,789**	**$10,426,058**	**$40,698,963**	**25.62%**	**$9,194,206**	**24.71%**	**$1,231,852**	**13.40%**

002 - WATER/SEWER UTILITY FUND
AS OF JANUARY 31, 2024

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
53 - FINES & FEES	$665	$2,275	$4,000	56.88%	$1,995	49.87%	$280	14.05%
54 - INTERGOV REVENUES	0	0	600	0.00%	0	0.00%	0	0.00%
55 - INTEREST	53,063	163,548	17,100	956.42%	48,476	283.48%	115,072	237.38%
57 - CHARGES FOR SERVICES	1,576,990	5,355,667	21,061,642	25.43%	4,820,234	25.19%	535,433	11.11%
59 - OTHER SOURCES	27,957	31,886	70,777	45.05%	45,619	64.45%	(13,733)	-30.10%
Revenue Total	$1,658,675	$5,553,376	$21,154,119	26.25%	$4,916,324	25.57%	$637,053	12.96%
Expense								
60 - SALARY AND BENEFITS	$168,123	$621,401	$2,326,735	26.71%	$558,146	24.75%	$63,255	11.33%
72 - SUPPLIES & MATERIALS	20,048	56,072	705,528	7.95%	103,655	15.04%	(47,584)	-45.91%
73 - CONTRACT & PROF SVCS	1,735,778	3,646,477	10,166,222	35.87%	3,218,541	32.91%	427,936	13.30%
74 - MAINT & REPAIR SVCS	30,441	80,262	391,900	20.48%	79,689	23.89%	573	0.72%
75 - UTILITIES	20,880	32,964	124,220	26.54%	728	0.59%	32,236	4427.63%
76 - CAPITAL OUTLAY	0	0	0	0.00%	0	0.00%	0	0.00%
77 - DEBT SERVICES	0	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	241,916	967,666	8,422,998	11.49%	1,318,934	21.99%	(351,268)	-26.63%
79 - OTHER FINANCING USES	0	0	14,450	0.00%	3,015	15.11%	(3,015)	-100.00%
Expense Total	$2,217,187	$5,404,842	$22,152,053	24.40%	$5,282,709	27.50%	$122,133	2.31%
Net Income (Loss)	**$558,512**	**$148,535**	**$997,934**		**($366,385)**			

	ACTUAL	BUDGETED
UNAUDITED BEGINNING FUND BALANCE	**$ 12,534,243**	**$ 10,760,534**
ENDING FUND BALANCE	**$ 12,682,777**	**$ 9,762,600**

FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	44.1%
# of Days Coverage	161
Reserve Requirement $$ (60 Days)	$ 3,641,433
Reserve Requirement %	16.4%
Excess Reserves	**$ 6,121,166**

UTILITY CIP FUNDS
AS OF JANUARY 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
017 - UTILITY CAPITAL PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$5,149,340	0.00%	$0	0.00%	$0	0.00%
Expense	$598,569	$7,817,577	7.66%	$1,840,833	29.83%	($1,242,264)	-67.48%
Net Income (Loss)	**$598,569**	**$2,668,237**		**($1,840,833)**			

UNAUDITED BEGINNING FUND BALANCE	**$ 2,893,768**
ENDING FUND BALANCE	**$ 2,295,199**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
018 - UTILITY METER REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$500,000	0.00%	$333,333	33.33%	($333,333)	-100.00%
Expense	$0	$0	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$0**	**$500,000**		**$333,333**			

UNAUDITED BEGINNING FUND BALANCE	**$ 1,000,000**
ENDING FUND BALANCE	**$ 1,000,000**

010 - HOTEL TAX FUND
AS OF JANUARY 31, 2024

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
51 - SALES & OTHER TAXES	$21,062	$198,573	$893,000	22.24%	$195,227	21.91%	3,346	-1.71%
55 - INTEREST	0	0	500	0.00%	0	0.00%	0	0.00%
59 - OTHER SOURCES	0	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	$21,062	$198,573	$893,500	22.22%	$195,227	21.90%	$3,346	-1.71%
Expense								
60 - SALARY AND BENEFITS	$7,383	$26,900	$93,654	28.72%	$829	0.99%	26,072	3146.69%
72 - SUPPLIES & MATERIALS	0	0	5,150	0.00%	0	0.00%	0	0.00%
73 - CONTRACT & PROF SVCS	93,500	347,128	700,264	49.57%	196,421	27.91%	150,707	-76.73%
78 - TRANSFER TO FUNDS	2,968	11,872	35,616	33.33%	10,423	33.33%	1,449	13.91%
79 - OTHER FINANCING USES	0	0	3,795	0.00%	0	0.00%	0	0.00%
Expense Total	$103,851	$385,901	$838,479	46.02%	$207,673	25.08%	$178,228	85.82%
Net Income (Loss)	**($82,789)**	**($187,328)**	**$55,021**		**$12,446**			

UNAUDITED BEGINNING FUND BALANCE	**$ 3,969,486**
ENDING FUND BALANCE	**$ 3,782,158**

012 - ECONOMIC DEVELOPMENT
AS OF JANUARY 31, 2024

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
51 - SALES & OTHER TAXES	$249,677	$507,203	$3,384,216	14.99%	$496,626	15.76%	10,577	100.00%
55 - INTEREST	7,309	31,184	0	0.00%	407	0.00%	30,776	7553.58%
59 - OTHER SOURCES	0	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$256,986**	**$538,387**	**$3,384,216**	**15.91%**	**$497,033**	**15.77%**	**$41,354**	**8.32%**
Expense								
60 - SALARY AND BENEFITS	$45,668	$144,918	$562,735	25.75%	$112,368	24.72%	32,551	28.97%
72 - SUPPLIES & MATERIALS	31,918	38,168	81,609	46.77%	40,911	55.49%	(2,743)	-6.70%
73 - CONTRACT & PROF SVCS	3,710	12,741	550,201	2.32%	12,132	4.03%	609	5.02%
74 - MAINT & REPAIR SVCS	3,252	6,921	85,600	8.09%	1,397	2.07%	5,524	395.41%
75 - UTILITIES	387	6,421	23,200	27.68%	1,873	8.88%	4,548	242.83%
76 - CAPITAL OUTLAY	0	0	100,000	0.00%	0	0.00%	0	0.00%
77 - DEBT SERVICES	0	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	12,972	51,886	694,283	7.47%	26,238	4.28%	25,648	97.75%
79 - OTHER FINANCING USES	81,998	179,825	2,388,770	7.53%	11,652	0.52%	168,172	1443.26%
Expense Total	**$179,903**	**$440,880**	**$4,486,398**	**9.83%**	**$206,570**	**5.46%**	**$234,310**	**113.43%**
Net Income (Loss)	**$77,083**	**$97,507**	**($1,102,182)**		**$290,463**			

UNAUDITED BEGINNING FUND BALANCE	**$ 6,848,873**
ENDING FUND BALANCE	**$ 6,946,380**

015 - DRAINAGE FUND
AS OF JANUARY 31, 2024

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
55 - INTEREST	$0	$0	$200	0.00%	$0	0.00%	0	0.00%
57 - CHARGES FOR SERVICES	40,240	136,126	780,000	17.45%	133,118	17.07%	3,009	2.26%
59 - OTHER SOURCES	0	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$40,240**	**$136,126**	**$780,200**	**17.45%**	**$133,118**	**17.06%**	**$3,009**	**2.26%**
Expense								
60 - SALARY AND BENEFITS	$0	$1,726	$116,942	1.48%	$2,099	1.57%	(374)	-17.79%
72 - SUPPLIES & MATERIALS	244	2,231	20,415	10.93%	2,188	11.21%	44	1.99%
73 - CONTRACT & PROF SVCS	140	261	418,653	0.06%	12,817	9.24%	(12,557)	-97.96%
74 - MAINT & REPAIR SVCS	0	0	8,000	0.00%	0	0.00%	0	0.00%
75 - UTILITIES	18	69	168	41.35%	14	8.33%	55	396.14%
76 - CAPITAL OUTLAY	0	124,365	1,918,985	6.48%	0	0.00%	124,365	0.00%
78 - TRANSFER TO FUNDS	0	0	0	0.00%	0	0.00%	0	0.00%
79 - OTHER FINANCING USES	0	0	6,760	0.00%	0	0.00%	0	0.00%
Expense Total	**$402**	**$128,652**	**$2,489,923**	**5.17%**	**$17,119**	**0.99%**	**$111,534**	**651.54%**
Net Income (Loss)	**$39,838**	**$7,474**	**($1,709,723)**		**$115,999**			

UNAUDITED BEGINNING FUND BALANCE	**$ 2,006,065**
ENDING FUND BALANCE	**$ 2,013,539**

019 - SANITATION FUND
AS OF JANUARY 31, 2024

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
55 - INTEREST	$0	$0	$500	0.00%	$0	0.00%	0	0.00%
56 - FRANCHISE FEE REV	26,755	26,755	230,000	11.63%	52,685	23.95%	(25,930)	-49.22%
57 - CHARGES FOR SERVICES	373,125	1,140,144	4,456,118	25.59%	1,045,700	23.21%	94,444	9.03%
59 - OTHER SOURCES	0	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$399,880**	**$1,166,899**	**$4,686,618**	**24.90%**	**$1,098,385**	**23.24%**	**$68,514**	**6.24%**
Expense								
60 - SALARY AND BENEFITS	$23,756	$93,340	$312,081	29.91%	$80,994	28.53%	12,346	15.24%
72 - SUPPLIES & MATERIALS	5,281	7,423	17,573	42.24%	382	2.38%	7,040	1840.66%
73 - CONTRACT & PROF SVCS	312,634	992,396	4,092,557	24.25%	990,251	23.41%	2,144	0.22%
74 - MAINT & REPAIR SVCS	0	0	10,000	0.00%	3,028	50.47%	(3,028)	-100.00%
75 - UTILITIES	30	122	356	34.16%	104	29.32%	17	16.49%
76 - CAPITAL OUTLAY	0	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	1,475	5,902	217,705	2.71%	3,541	2.20%	2,361	66.67%
79 - OTHER FINANCING USES	0	333	600	55.44%	367	25.34%	(35)	-9.48%
Expense Total	**$343,177**	**$1,099,514**	**$4,650,872**	**23.64%**	**$1,078,669**	**22.95%**	**$20,845**	**1.93%**
Net Income (Loss)	**$56,703**	**$67,385**	**$35,746**		**$19,716**			

	ACTUAL	BUDGETED
UNAUDITED BEGINNING FUND BALANCE	**$ 848,972**	**$ 635,552**
ENDING FUND BALANCE	**$ 916,358**	**$ 671,297**

FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	14.4%
# of Days Coverage	53
Reserve Requirement $$ (60 Days)	$ 764,527
Reserve Requirement %	16.4%
Excess Reserves	**$ (93,230)**

456 - FIELDHOUSE
AS OF JANUARY 31, 2024

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
53 - FINES & FEES	$55	$55	$0	0.00%	$0	0.00%	(55)	0.00%
57 - CHARGES FOR SERVICES	80,260	194,675	1,387,500	14.03%	201,085	14.73%	(6,410)	-3.19%
58 - TRANSFER FROM FUNDS	0	0	538,625	0.00%	0	0.00%	0	0.00%
59 - OTHER SOURCES	1,959	9,908	170,500	5.81%	63,852	48.10%	(53,943)	-84.48%
Revenue Total	**$82,163**	**$204,529**	**$2,096,625**	**9.76%**	**$264,937**	**13.04%**	**($60,408)**	**-22.80%**
Expense								
60 - SALARY AND BENEFITS	$41,268	$153,776	$573,012	26.84%	$145,760	25.95%	8,015	5.50%
72 - SUPPLIES & MATERIALS	19,104	47,707	292,354	16.32%	70,200	26.03%	(22,493)	-32.04%
73 - CONTRACT & PROF SVCS	18,223	62,690	445,774	14.06%	64,211	15.52%	(1,521)	-2.37%
74 - MAINT & REPAIR SVCS	1,488	3,812	44,754	8.52%	4,472	8.65%	(659)	-14.74%
75 - UTILITIES	34,424	39,595	118,564	33.40%	18,672	15.91%	20,923	112.05%
76 - CAPITAL OUTLAY	0	0	0	0.00%	0	0.00%	0	0.00%
77 - DEBT SERVICES	5,775	5,775	539,125	1.07%	0	0.00%	5,775	0.00%
78 - TRANSFER TO FUNDS	325	1,300	3,900	33.33%	975	25.00%	325	33.33%
79 - OTHER FINANCING USES	35	105	2,450	4.29%	89	3.55%	16	18.46%
Expense Total	**$120,644**	**$314,760**	**$2,019,933**	**15.58%**	**$304,379**	**15.53%**	**$16**	**3.41%**
Net Income (Loss)	**($38,481)**	**($110,231)**	**$76,692**		**($39,442)**			

UNAUDITED BEGINNING FUND BALANCE	**$ (1,840,206)**
ENDING FUND BALANCE	**$ (1,950,438)**

SPECIAL REVENUE FUNDS
AS OF JANUARY 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
008 - COMPREHENSIVE SELF INSURANCE	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$186,513	$560,525	33.27%	$156,016	33.33%	$30,497	19.55%
Expense	$445,744	$585,000	76.20%	$494,301	69.50%	($48,556)	-9.82%
Net Income (Loss)	**($259,231)**	**($24,475)**		**($338,284)**			
UNAUDITED BEGINNING FUND BALANCE	**$ 584,909**						
ENDING FUND BALANCE	**$ 325,678**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
013 - GRANTS AND DONATIONS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$216,677	$413,865	52.35%	$39,512	19.76%	$177,165	448.39%
Expense	$13,827	$493,294	2.80%	$6,578	2.99%	$7,249	110.19%
Net Income (Loss)	**$202,850**	**($79,429)**		**$32,933**			
UNAUDITED BEGINNING FUND BALANCE	**$ 206,482**						
ENDING FUND BALANCE	**$ 409,332**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
033 - TAX INCREMENT FINANCING FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$139,137	$96,958	143.50%	$0	0.00%	$139,137	0.00%
Expense	$0	$82,250	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$139,137**	**$14,708**		**$0**			
UNAUDITED BEGINNING FUND BALANCE	**$ 509,934**						
ENDING FUND BALANCE	**$ 649,071**						

SPECIAL REVENUE FUNDS
AS OF JANUARY 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
041 - ONE TIME PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$0	0.00%	$0	0.00%	$0	0.00%
Expense	$298,923	$1,001,826	29.84%	$652,139	34.12%	($353,216)	-54.16%
Net Income (Loss)	**$298,923**	**$1,001,826**		**$652,139**			
UNAUDITED BEGINNING FUND BALANCE	**$ 1,067,253**						
ENDING FUND BALANCE	**$ 768,330**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
050 - ASSET FORFEITURE	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$49,710	$36,800	135.08%	$162,009	0.00%	($112,299)	-69.32%
Expense	$31,279	$820,036	3.81%	$238,705	156.77%	($207,426)	-86.90%
Net Income (Loss)	**$18,431**	**($783,236)**		**($76,696)**			
UNAUDITED BEGINNING FUND BALANCE	**$ 863,261**						
ENDING FUND BALANCE	**$ 881,692**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
758 - AMERICAN RESCUE PLAN	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$64,863	$0	0.00%	$4,843,293	0.00%	($4,778,430)	-98.66%
Expense	$869,002	$3,791,825	22.92%	$94,698	2.39%	$774,304	817.66%
Net Income (Loss)	**($804,139)**	**($3,791,825)**		**$4,748,596**			
UNAUDITED BEGINNING FUND BALANCE	**$ 4,224,481**						
ENDING FUND BALANCE	**$ 3,420,343**						

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF JANUARY 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
005 - DEBT SERVICE FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$1,219,936	$1,484,215	82.19%	$636,070	74.19%	$583,867	91.79%
Expense	$0	$1,481,356	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$1,219,936**	**$2,858**		**$636,070**			

UNAUDITED BEGINNING FUND BALANCE	$	**665,355**
ENDING FUND BALANCE	$	**1,885,291**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
020 - STREET CIP	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$190,000	0.00%	$0	0.00%	$0	0.00%
Expense	$614,837	$1,364,685	45.05%	$45,443	7.24%	$569,395	1252.99%
Net Income (Loss)	**$614,837**	**($1,174,685)**		**($45,443)**			

UNAUDITED BEGINNING FUND BALANCE	$	**1,174,685**
ENDING FUND BALANCE	$	**559,848**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
024 - PARK CAPITAL IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$750,000	0.00%	$0	0.00%	$0	0.00%
Expense	$1,810,157	$6,084,053	33.94%	$0	0.00%	$1,810,157	0.00%
Net Income (Loss)	**$1,810,157**	**($5,334,053)**		**$0**			

UNAUDITED BEGINNING FUND BALANCE	$	**5,334,053**
ENDING FUND BALANCE	$	**3,523,896**

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF JANUARY 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
025 - ALLEY IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$200,000	0.00%	$0	0.00%	$0	0.00%
Expense	$87,792	$405,294	21.66%	$0	0.00%	$87,792	0.00%
Net Income (Loss)	**$87,792**	**($205,294)**		**$0**			
UNAUDITED BEGINNING FUND BALANCE	**$ 432,631**						
ENDING FUND BALANCE	**$ 344,839**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
026 - CAPITAL IMPROVEMENT PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$258,985	$0	0.00%	$170,953	170.95%	$0	0.00%
Expense	$22,027	$4,090,069	0.54%	$917,160	9.53%	($895,133)	-97.60%
Net Income (Loss)	**$236,958**	**($4,090,069)**		**$746,206**			
UNAUDITED BEGINNING FUND BALANCE	**$ 7,489,841**						
ENDING FUND BALANCE	**$ 7,726,799**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
401 - FURNITURE REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$40,000	0.00%	$0	0.00%	$0	0.00%
Expense	$0	$69,000	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$0**	**($29,000)**		**$0**			
UNAUDITED BEGINNING FUND BALANCE	**$ 57,571**						
ENDING FUND BALANCE	**$ 57,571**						

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF JANUARY 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
410 - IT REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$52,403	$154,929	33.82%	$38,123	25.00%	$0	0.00%
Expense	$0	$352,700	0.00%	$15,547	10.86%	($15,547)	-100.00%
Net Income (Loss)	**$52,403**	**($197,771)**		**$22,576**			
UNAUDITED BEGINNING FUND BALANCE	**$ 210,474**						
ENDING FUND BALANCE	**$ 262,877**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
415 - FLEET REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$340,826	$1,022,480	33.33%	$334,642	33.30%	$0	0.00%
Expense	$1,079,599	$2,023,884	53.34%	$0	0.00%	$1,079,599	100.00%
Net Income (Loss)	**($738,773)**	**($1,001,404)**		**$334,642**			
UNAUDITED BEGINNING FUND BALANCE	**$ 2,858,187**						
ENDING FUND BALANCE	**$ 2,119,414**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
420 - SWAT REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$75,000	0.00%	$0	0.00%	$0	0.00%
Expense	$0	$75,322	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**($0)**	**($322)**		**$0**			
UNAUDITED BEGINNING FUND BALANCE	**$ -**						
ENDING FUND BALANCE	**$ -**						

CAPITAL BOND PROJECTS - CONSOLIDATED AS OF JANUARY 31, 2024

Project Information		Revenue Sources							Project Budget				Actuals				
	DESCRIPTION	Bond Allocation	Utility CIP (017)	One-Time Project (041)	ARPA (758)	General Fund (001)	Grant / Cost Share	Total Revenue Sources	Design	Construction	Other Amounts	Total Project Budget	PYs Actual	FY2024 YTD	Project to Date Actuals	Total Remaining Balance	Status
1	Fire Station 1	$6,000,000	$0	$1,034,736	$3,878,448	$52,000	$0	$10,965,184	$722,630	$7,857,835	$2,685,906	$11,266,371	$8,393,040	$868,208	$9,261,248	$1,703,936	End of January 2024 estimated construction completion
2	Service Center Renovation	$2,400,000						$2,400,000	$208,000		$9,200	$217,200	$202,800		$202,800	$2,197,200	Design Complete. Project on hold. Revisit after Facility Assessment.
3	Danieldale Road Reconstruction	$3,100,000	$4,679,887				$167,420	$7,947,307	$493,460	$7,207,574	$66,000	$7,767,034	$7,299,358	$961	$7,300,319	$646,988	Substantially complete - landscaping remaining
4	Cedar Ridge Road Reconstruction	$2,000,000	$3,300,000					$5,300,000	$458,050	$4,771,000	$43,000	$5,272,050	$184,617	$35,640	$220,257	$5,079,743	30% Design Complete
5	Main Street - $1,500,000 allocated	$1,500,000						$1,500,000				$0			$0		Reallocate funds to Cedar Ridge? Revisit project ideas?
6	Rotary Park Parking Lot (COMPLETE)	$50,000						$50,000		$17,405		$17,405	$17,405		$17,405	$0	COMPLETE
7	Lakeside Park Pavillion (COMPLETE)	$400,000						$400,000		$392,931		$392,931	$392,931		$392,931	$0	COMPLETE
8	Armstrong Park/Splashpad	$2,250,000					$750,000	$3,000,000	$236,800	$2,810,713	$8,400	$3,055,913	$615,917	$1,810,157	$2,426,074	$573,926	Estimated Completion - March 2024
9	Harrington Park - including Pavilion and Waterview bridge (Trails)	$2,900,000						$2,900,000	$317,560	$5,670,000		$5,987,560	$194,948		$194,948	$2,705,052	Design Complete. Awaiting direction on funds. Can be broken into 3 phases. There are enough funds for Phase 1 (Concessions and Restrooms); Phase 2 is parking lot/pavillion; Phase 3 is bridge connecting Waterview Park and Harrington
10	City-wide Trails	$1,000,000						$1,000,000		$1,000,000		$1,000,000	$67,278		$67,278	$932,723	Project options given. Awaiting Council/Community direction.
	TOTAL PROJECTS BUDGET	**$21,600,000**						**$35,462,491**	**$2,436,500**	**$29,727,457**	**$2,812,506**	**$34,976,464**	**$17,368,294**	**$2,714,966**	**$20,083,260**	**$13,839,567**	

DRAINAGE PROJECTS (FUND 015) AT JANUARY 31, 2024

	Project and Vendor Information			Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Project Account	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	Ten Mile Creek - Erosion/Drainage	B&N (3220011)	15050000-708102-TENMC	165,060	1,567,842		$1,732,902	106,044	-	106,044	1,626,858	Construction Phase - Awarded 11/21/23 Meeting
2	Cherry Street/Center Phase 1 - Reconstruction w/ Drainage	IEA (3210067)	PWAL00003-15050000-708102	5,000	95,128		$100,128	2,340	84,108	86,448	13,680	In Construction
3	Swan Ridge - Birdwood	SYB Const (3230195)	DR2301-15050000-708102		264,260		$264,260	195,682	53,803	249,485	14,775	Estimated March 2024 completion - on
4	Lakeside Park - Culvert	IEA (3230194)	PWDR00004-15050000-708102	45,190			$45,190	39,430	-	39,430	5,760	Design Complete - Construction estimated FY 2025
5	Drainage Assessment - Master Plan/Study	unassigned	unassigned				$250,000				250,000	Not Started
6	Drainage Improvements - Bridges	unassigned	unassigned				$120,000				120,000	Not Started
	TOTALS			**215,250**	**1,927,230**	**0**	**$2,512,480**	**$343,496**	**$137,912**	**$481,408**	**$2,031,072**	

UTILITY CIP PROJECTS (FUND 017) AT JANUARY 31, 2024

	Project and Vendor Information			Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Project Account	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	Swan Ridge (W/ Drainage + Streets)	Burgess/Niple (3210043) SYB Construction (3230182)	PWWR00016-171000000-708102 PWWW00015-17400000-708102	55,485	1,540,773	47,139	$1,643,397	886,493	571,627	$ 1,458,120	$ 185,277	In Construction - estimated March 2024 completion
2	Wren and Oriole Avenue Aerial	Dunaway (3210098) Texas Standard Const. (2240238)	PWWR00019-1710000-708102	70,035	1,209,137		$1,279,172	58,518	-	$ 58,518	$ 1,220,655	Construction awarded 11-21-23
3	Danieldale Road Reconstruction (UT Portion)	Dunaway (3200023) Pavecon (3210057) Teams Consultants (2300161)	PWWR00011	297,564	4,245,132	137,195	$4,679,891	4,645,268	-	$ 4,645,268	$ 34,623	Substantially Complete - Landscaping
4	Cedar Ridge Road Reconstruction (UT Portion)	Dunaway (3210094)	26010000-708102-RIDGE	157,367	1,000,000		$1,157,367	87,707	21,066	$ 108,773	$ 1,048,594	In Design - 30% complete
5	Summit Pump House - Rehab - Generator	Dunaway (3210099) Texan Electric Co. (3230221)	1710000-700883-GRGEN; PWWR00012	75,538	579,469		$655,007	68,138	-	$ 68,138	$ 586,869	Construction Awarded 10-17-23
6	FY 22 Pipebursting	Vortex (3220025)	17400000-708102-PBU22		999,996		$999,996	948,786		$ 948,786	$ 51,210	Ongoing
7	Danieldale Ground Storage	RJN (3200037) Nova (3210059)	PWWR00002	312,386	2,260,137		$2,572,523	2,365,945	128,515	$ 2,494,461	$ 78,062	Complete - Awaiting Final Invoice
8	North Main Pump - Chlorine Injector/Mixer	Dunaway (3210029)	PWWR00018 - 1710000-708102	48,624	208,116		$256,740	40,814		$ 40,814	$ 215,926	Construction - Deferrred to FY25
9	SCADA Replacement	Prime Controls (3230218)	PW-2024001 - 1710000-708102		480,000		$480,000	-		$ -	$ 480,000	Started - Estimated 12-2024 Completion
10	FY 23 Pipebursting	Vortex Turnkey (#2300478)	PW-2023002-17100000-708102		448,265		$448,265	434,384		$ 434,384	$ 13,881	Ongoing
11	Softwood Sewer Aerial	Dunaway (3230100)	17100000-708102-WS326	84,800	**1,339,121**		$1,423,921	67,520	7,385	$ 74,905	$ 1,349,016	Design Complete - out for bid
12	Harrington Aerial - Stewart Branch	Dunaway (unassigned)	PW-2024002-17100000-708102	76,560	200,000		$276,560			$ -	$ 276,560	In Design

UTILITY CIP PROJECTS (FUND 017) AT JANUARY 31, 2024

	Project and Vendor Information			Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Project Account	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
13	Lead Service Line Replacements Inventory		PW-2024003-1710000-700450			905,400	$905,400			$ -	$ 905,400	Reviewing RFQs
14	Beaver Creek - Pipebursting		PW-2024004-17100000-708102		675,000		$675,000			$ -	$ 675,000	Not Started
15	Loopline @ Fire Station		PW-2024005-17100000-708102	50,000			$50,000	-		$ -	$ -	Moved to FY2025
16	Hill City - Steger	Burgess/Niple (3210095)	17100000-708102-STEGE	35,700			$35,700	27,800		$ 27,800	$7,900	Moved to FY2025
17	Pressue Plan Valves		PW-2024006-17100000-708102		120,000		$120,000	-		$ -	$ 120,000	Not Started
18	Cockrell Hill Rd.	Criado & Associates (3210032)	PWWR00009-1710000-708102	128,468			$128,468	114,394		$ 114,394	$14,074	Moved to FY2025
19	Siphon @ Wheatland		PW-2024007-17100000-708102		250,000		$250,000	-		$ -	$ 250,000	Not Started
	TOTALS			**1,392,527**	**15,555,146**	**1,089,734**	**$18,037,406**	**$9,745,766**	**$728,594**	**$10,474,360**	**$7,513,046**	

STREET AND SIDEWALK PROJECTS (FUND 020) AT JANUARY 31, 2024

Project and Vendor Information				Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Project Account	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	US 67 - Landscape + Monument Signage	Westwood Professionals (3200044, 3200161, 3210060) Team Consultants (PO# 2300150, 2220060)	PWST00014-2010000-708102 PWST00011-2010000-708102 OTPW00004 (Closed) PWST00002	269,045	172,546	12,740	$454,331	274,013	-	$274,013	$180,318	Complete - Awaiting Cedar Hill to invoice
2	Swan Ridge Reconstruction (w/Utilities)	Burgess & Niples (3210043) SYB Construction (3230182)	PWST00009-2010000-708102	46,685	842,847		$889,532	243,629	590,279	833,907	$55,625	In Construction - March 2024 estimated completion
3	Sidewalks Oriole Blvd. - includes CDBG Grant	Dunaway Associates (3210106)	PWST00013-2010000-708102	11,500	650,000		$11,500	11,500	-	$11,500	$650,000	Going out for Bid
4	BNSF Main/Davis Sidewalks	IEA (3210079) BNSF Railway (3220119)	2010000-708102-ST325 PWST00012-DESIGN	26,825	60,885		$87,710	62,937	24,773	87,710	$0	COMPLETE
	TOTALS						**$1,443,073**	**$592,079**	**$615,051**	**$1,207,130**	**$885,943**	

ALLEY PROJECTS (FUND 025) AT JANUARY 31, 2024

Project and Vendor Information				Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Project Account	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	Cherry Street/Center Phase 1 - Reconstruction w/ Drainage	IEA (3210067) CCGMG (3230195)	PWAL00003-25100000-708102/708103	64,817	339,369		$404,186	50,739	74,981	125,720	278,466	In Construction
2	Cherry Street/Center Phase 2 - Reconstruction w/ Drainage	IEA (3230106)	PW-2023004 -25100000-708102	94,582			$94,582	64,216	12,812	77,028	17,554	In Design
	TOTALS						**$498,768**	**$114,955**	**$87,792**	**$202,747**	**$296,021**	

ONE-TIME PROJECTS (FUND 041) AT JANUARY 31, 2024

	DESCRIPTION	PROJECT CODE	DEPT	TOTAL PROJECT BUDGET	PY ACTUAL	FY 2024 YTD	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
1	FY20 RESERVED FOR P-25 COMPLIANT RADIOS	PDOTP-P25	POL/FIRE	2,188,003	1,720,111	34,438	1,754,550	433,453	Project completed in May 2023. One more payment due to Motorola. Any remaining funds go toward spare radios and Fire Station 1 alert speakers
2	FIRE STATION CONSTRUCTION - Funds from prev 1x project remaining balance	PWBD00005-PROJ	FIRE	1,007,736	473,802	263,083	736,885	270,851	Fire Station 1 Construction and IT
	TOTAL ONE TIME PROJECT BUDGET			**$3,195,739**	**2,193,913**	**297,521**	**$1,754,550**	**$704,305**	

ARPA PROJECTS (FUND 758) AT JANUARY 31, 2024

	NAME	PROJECT CATEGORY / FUNCTION	DESCRIPTION	PROJECT CODE	DEPT	REQUESTED AMOUNT	PY ACTUAL	FY 2024	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
1	Employee Premium Pay	Employee Premium Pay	Provide premium pay for city employees worked during the pandemic	75800001-600101:600120	ALL		1,231,136		1,231,136		COMPLETE
2	New Ambulance	Revenue Loss - Public Safety	Ambulance due for replacement.	75800001-700885-ARPA2	FIRE		370,476		370,476		COMPLETE
3	Air Purification - Fire Apparatus	Revenue Loss - Public Safety	Install air purfication equipment in Fire response vehicles to assist in mitigating spread of Covid-19	75800001-700230-ARPA4	FIRE		20,690		20,690		COMPLETE
4	Adverse Weather Equipment	Revenue Loss - Public Safety	Equipment such as batteries, small generator, etc for backup option to generator in an event of adverse weather, power outages.	75800001-700230-ARPA4	FIRE		4,685		4,685		COMPLETE
5	ESRI License	Revenue Loss - Public Safety	Update licensing for Fire Dept. Allows department mapping of Covid-19 hot spots in order for responders to be aware and better prepared when responding.	75800001-700441-ARPA4	FIRE		2,500		2,500		COMPLETE
6	SCBA Face Cleaners	Revenue Loss - Public Safety	Provide a cleaning system at each station. Ensures effective cleaning to remove carcinogens, dirt, and other residue on the face masks.	75800001-700230-ARPA4	FIRE		11,380		11,380		COMPLETE
7	Bunker Gear	Revenue Loss - Public Safety	To provide each firefighter a second set of gear in accordinance with NFPA 1971. Providing a second set of gear allows a firefighter to change into a clean set after a fire while the initial set is being cleaned of carcinogens.	75800001-700230-ARPA4	FIRE		141,362		141,362		COMPLETE
8	Lexipol Subscriptions	Revenue Loss - Public Safety	State and Federal mandates are consistantly being updated. This service will keep policies up to date and ability to track the changes.	75800001-700450-ARPA4	FIRE		20,829		20,829		COMPLETE
9	SCBA Gear	Revenue Loss - Public Safety	New gear for responders.	75800001-700884-APRA4	FIRE		276,022		276,022		COMPLETE
10	Library Carrals	Revenue Loss	Replace remaining Carrels. Library started replacing carrels with Cares Act funds in order to support distance learning for the community.	75800001-700230-ARPA4	LIBRARY		18,620		18,620		COMPLETE
11	Axon Body Worn Cameras/Vest	Revenue Loss - Public Safety	Provide body worn cameras/vest to neighborhood, health inspections, marshal, and fire marshal. These positions either did not have one or used extras PD might have had. This enables staff to have protection and record of interactions with the community.	75800001-700450-ARPA4	NSO		70,869		70,869		COMPLETE
12	JAMAR Traffic Devices	Revenue Loss - Public Safety	Equipment to gather and analyze speeding and traffic data	75800001-700230-ARPA4	PD		8,808		8,808		COMPLETE
13	Lexipol Subscriptions	Revenue Loss - Public Safety	State and Federal mandates are consistantly being updated. This service will keep policies up to date and ability to track the changes.	75800001-700450-ARPA4	PD		36,300		36,300		COMPLETE
14	Radar Trailers	Revenue Loss - Public Safety	Speed trailer to prompt speeding drivers to slow down.	75800001-700884-ARPA4	PD		16,078		16,078		COMPLETE
15	Body Worn Cameras & System	Revenue Loss - Public Safety	Allows for a direct link to county DA to transfer evidence and case information electronically versus the burning DVDs and having to hand deliver to DA office. This will add great efficiency to the CID function as well as the Property and Evidence Tech time. The Michael Morton Act (MMA) of 2014 and now the Richard Miles Act forces the hand of police departments to quickly gather all sources of digital media and evidence in a case. What can be submited through this portal must be done. The current vendor Watchguard has not been able to get this done so again the CID function has had to burn all of their data to DVDs for storage and disclosure.	75800001-700884-ARPA4	PD		580,975		580,975		COMPLETE
16	Cellular Pump Stations	Water/Sewer Infrastructure	Replace 12 routers at pump stations for reliable communication back to SCADA system at Service Center	75800001-700232-ARPA4	UTILITIES		13,945		13,945		COMPLETE
17	AED Replacements	Revenue Loss - Public Safety	Replace AED (Automated External Defibrillator) units around city facilities.	75800001-700230-ARPA4	ALL		26,620		26,620		COMPLETE

ARPA PROJECTS (FUND 758) AT JANUARY 31, 2024

	NAME	PROJECT CATEGORY / FUNCTION	DESCRIPTION	PROJECT CODE	DEPT	REQUESTED AMOUNT	PY ACTUAL	FY 2024	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
18	Fitness Room Expansion	Revenue Loss	Expand the fitness room at the Recreation Center. It includes combining the fitness room with the room next door allowing for additional space and updated equipment to meet the needs of members and attract new members to the center.	75800001-700230-ARPA4	PARKS	205,000	-		-	-	Reallocate Funds to Fire Station
19	Dog Park	Revenue Loss	Install a dog park at Rotary Park. Also includes parking.	75800001-700450-ARPA4	PARKS	100,000	-		-	100,000	Request for proposals for design
20	Flock Cameras	Revenue Loss - Public Safety	Leveraging technology for Police staff. Helps police investigate crimes with capturing license plates and vehicle characteristics.	75800001-700230-ARPA4	PD	16,750	9,600		9,600	7,500	
21	Softwood Sewer Aerial Line Replacement	Water/Sewer Infrastructure	Replace sewer aerial line.	75800001-708102-ARPA4	UTILITIES	500,000	-		-	500,000	Partial funding with Utilities
22	IT equipment, cameras, network, backbone, VDI, Traffic Service Upgrades	Revenue Loss - Public Safety	Upgrade and relocate traffic operations servers to Service Center. Replace network fiber. Project cost to replace servers and network backbone, replace outdated network infrastructure, and virtual desktops started with Cares Act funds.	75800001-700232-ARPA4	IT	490,701	36,425	161,582	198,007	292,693	In Progress
23	IT ERP Re-implementations/Upgrades	Revenue Loss	Projected cost to implement remaining MUNIS applications, Energov (Inspections & Code) and EAM (Asset Management) for inventory and asset management. Cost includes training with MUNIS staff. Additionally once implemented it will reduce general fund expenditures paying for two systems. Projected cost for upgrade and training for MUNIS Financials and Human Capital (Personnel) modules	75800001-700232-ARPA4	IT	485,000	-		-	485,000	Reimplementation of Energov and Purchase of Court System approved - Purchase Order issued.
24	Library Programs	Digital Literacy	Digital Literacy and other library programs - instructor and projected advertisement and supply cost.	75800001-700442-ARPA3	LIBRARY	70,000	-		-	70,000	Library finalizing details
25	City Hall Lobby - Customer Service area	Revenue Loss	Convert City Hall lobby to a Customer Service front desk. Includes displays, desk, IT infrastructure to operate computer at the desk, and sun blocking panels.	75800001-700450-ARPA4	GG	50,000	36,718		36,718	44,126	Sun panels remaining, customer service lobby area
26	Fire Truck Blocking Apparatus	Revenue Loss - Public Safety	Duncanville share with Cedar Hill for blocking apparatus equipment. To be used for events and incidents requiring an apparatus to block traffic so other fire apparatuses can continued to be used.	75800001-700450-ARPA4	FIRE		-	88,651	88,651	-	COMPLETE
27	Emergency Generators/HVAC Replacements	Economic Response and Public Safety	HVAC replacements at Fieldhouse and 103 E. Wheatland Rd. Backup generators for City facilities. Replacement estimate for Fieldhouse HVAC is $800,000.	75800001-700884-ARPA2	PW	409,686	2,082	159,484	161,566	248,120	Fire Station Generator, 103 E. Wheatland Roof + HVAC replacement.
28	Outdoor Fitness Equipment	Revenue Loss	Outdoor fitness equipment at Armstrong Park and Quail Run	75800001-700884-ARPA4	PARKS	350,000	249,388		249,388	100,612	Earmarked for Quail Run Park
29	Fire Station 1 - Construction and IT	Revenue Loss - Public Safety	Complete construction of new Fire Station, with timing of Covid-19, supply shortages, escalated cost of construction and materials, cost to complete nearly doubled.	75800001-708102-ARPA4	FIRE	3,752,541	1,905,947	399,948	2,305,895	1,446,646	Construction estimated to be complete January 2024
30	EDC - Business Grants	Economic Response	Grants for eligible Duncanville businesses for expenses incurred and revenue loss during the COVID-19 pandemic. Businesse must apply and maximum grant per applicant is $15,000.	75800001-708503-ARPA1	EDC	700,000	421,287		421,287	-	Reallocated Remaining Funds to Fire Station
	TOTAL ONE TIME PROJECT BUDGET					**$7,129,678**	**5,512,742**	**809,665**	**$6,322,407**	**$3,294,697**	
										9,617,104	**Balance + Actual to Date**