



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

Tuesday, April 21, 2020
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.

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, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting by video conference at 6:00 pm on Tuesday, April 21, 2020, 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 by video conference. There will be no public access to a physical location.

To submit public comments, email citysecretary@duncanville.com and title the email “Public Comment – April 21st”. All public comments submitted by 4pm on Tuesday, April 21, 2020 will be provided to the City Council members and entered into the record for the April 21, 2020 City Council Regular Meeting.

Please register for City Council Meeting - April 21, 2020 on Apr 21, 2020 5:45 PM CDT at:

<https://attendee.gotowebinar.com/register/954258851386198030>

After registering, you will receive a confirmation email containing information about joining the webinar.

After registering, you will receive a confirmation email containing information about joining the webinar.

OR
TO USE YOUR TELEPHONE:
Use the numbers below.
United States: +1 (213) 929-4232
Attendee Access Code: 427-080-969

A recording of the video meeting will be made available to the public in accordance with the Open Meetings Act upon written request.

WORK SESSION / BRIEFING

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

1. DISCUSS AGENDA ITEMS

2. BRIEFINGS / PRESENTATIONS

- | | | |
|----|---|-------|
| A. | Discuss Annual City Council Calendar.
Annual City Council Calendar | 5 - 9 |
| B. | Discuss creation of a Small Business and Economic Recovery Advisory Committee.
Small Business and Economic Recovery Advisory Committee | 10 |

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code, Deliberations about Real Property, to deliberate the purchase, exchange, lease, or value of real property, to wit: real properties generally located north of Wheatland Rd., east of Cedar Ridge and west of Cockrell Hill Rd.

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

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

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"

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 March 31, 2020 City Council Special Meeting and the April 7, 2020 City Council Regular Meeting. 11 - 19
[2020-03-31 - Special City Council - Minutes - UNAPPROVED](#)
[2020-04-07 - City Council - Minutes - UNAPPROVED](#)
- B. Consider a Resolution approving the second renewal of contract IFB #18-052 Street Sweeping Services from Sweeping Services of Texas, Operating L.P. of Hurst, Texas with an estimated expenditure amount of \$86,000.00. 20 - 62
[Street Sweeping Services](#)
- C. Consider a Resolution authorizing Linebarger Goggan Blair & Sampson, LLP, to obtain an order of sale which will allow for the foreclosure of; and, to authorize the sale of the properties by Dallas County at public sale in accordance with Section 34.05 of the Texas Property Tax Code, for the following properties: 439 Azalea Lane, 359 Blossom Drive, and 203 Cedar Street. 63 - 93
[Sale to Allow Foreclosures](#)

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

STAFF AND BOARD REPORTS

- 1. Public Works Quarterly Report.
- 2. The Fire Department Quarterly Report.
- 3. The Police Department Quarterly Report.

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Duncanville City Hall, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanville.com and said Notice was posted on the following date and time: **Thursday, April 16, 2020 at 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.



Kristin Downs, City Secretary



STAFF REPORT

MEETING: City Council - April 21, 2020

TITLE:

Discuss Annual City Council Calendar.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 1. Most engaged citizens in America
 - Goal: N/A

STAFF RESPONSIBLE:

Kevin Hugman, City Manager

BACKGROUND/HISTORY:

To provide City Council with the opportunity to review the 2020 calendar of events for City Council, and plan in advance various City Council functions such as budget workshops and the City Council annual retreat. The attached calendar has been prepared with known or expected dates for City Council meetings, City holidays, major Chamber of Commerce events, other major city-wide events of interest to City Council, tentative Town Hall meeting dates, etc.

Events which City Council is requested to provide input on, include:

- Search Firm Interviews
- Memorial Day Event
- Zoning Ordinance Update workshop (joint meeting with Planning & Zoning Commission)
- 4th of July Celebration

POLICY EXPLANATION:

City Council discuss 2020 calendar of events and provide input to staff for planning purposes.

FUNDING SOURCE:

NA

RECOMMENDATION:

City Council discussion and input to 2020 calendar of events for City Council.

ATTACHMENTS:

[Attachment 1 - City Council Calendar](#)

ATTACHMENT 1

April 2020

April 2020							May 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 29	30	31	Apr 1	2 Last Day to Register to Vote 11:00am CANCELED - RED Summit (Hilton) 6:00pm POSTPONED -	3	4 CANCELED - Easter Egg Hunt POSTPONED - Operation Clean Dville
5	6	7 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	8	9 6:00pm CANCELED - Town Hall - Budget	10	11
12	13	14	15	16	17	18 CANCELED - duncanSWITCH - Chamber Event
19	20	21 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	22	23 CANCELED - B&C Banquet	24	25
26	27 5:30pm Search Firm Interviews 6:00pm POSTPONED - Joint Meeting - P&Z (Senior Center)	28 5:30pm Search Firm Interviews	29	30	May 1	2

City Council Calendar

1

4/16/2020 10:40 AM

ATTACHMENT 1

May 2020

May 2020							June 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 26	27	28	29	30	May 1	2 Postponed - Election Day 8:00am PENDING - Bike Around Duncanville -
3	4	5 Canvassing of Election 6:00pm City Council Meeting (City Council Briefing Room /	6	7	8	9
10	11 5:30pm Search Firm Interviews	12 5:30pm Search Firm Interviews	13 Last Day to Canvass Election	14	15	16 duncanSWITCH - Chamber Event POSTPONED - Fire Truck Pull
17	18	19 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	20	21	22	23
24	25 Memorial Day Remembrance Day Event	26 5:30pm Search Firm Interviews	27 5:30pm Search Firm Interviews	28 ISD Last Day of School	29	30
31	Jun 1	2	3	4	5	6

City Council Calendar

1

4/16/2020 10:40 AM

ATTACHMENT 1

June 2020

June 2020							July 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	5	6	7	1	2	3	4
14	8	9	10	11	12	13	12	13	14	8	9	10	11
21	15	16	17	18	19	20	19	20	15	16	17	18	19
28	22	23	24	25	26	27	26	27	22	23	24	25	26

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 31	Jun 1	2 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	3	4	5	6
7	8 6:00pm Pre-Budget Workshop (Briefing Room)	9 6:00pm Pre-Budget Workshop (Briefing Room)	10	11	12	13
14	15	16 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	17	18	19	20 duncanSWITCH - Chamber Event
21	22	23	24	25	26	27
28	29 6:00pm Joint Meeting w/P&Z	30	Jul 1	2	3	4

City Council Calendar

1

4/16/2020 10:40 AM

ATTACHMENT 1

July 2020

July 2020							August 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 28	29	30	Jul 1	2	3	4
5	6	7 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	8	9	10	11
12	13	14	15	16	17	18 duncanSWITCH - Chamber Event
19	20 6:00pm Joint Meeting w/P&Z	21 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	22	23	24	25
26	27 B&C Interviews	28 B&C Interviews	29	30	31	Aug 1

City Council Calendar

1

4/16/2020 10:40 AM



STAFF REPORT

MEETING: City Council - April 21, 2020

TITLE:

Discuss creation of a Small Business and Economic Recovery Advisory Committee.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 5. Grow Duncanville (Culture, Sports, Technology)
 - Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.
 - WorkPlan Item N/A

STAFF RESPONSIBLE:

Kevin Hugman, City Manager

BACKGROUND/HISTORY:

At the April 4, 2020 City Council meeting, several members of the City Council mentioned the idea of creating a small business recovery task force to assist Duncanville businesses impacted by the COVID-19 pandemic. Mayor Gordon has requested this item on the agenda to discuss this idea.

POLICY EXPLANATION:

City Council discussion and input on creation of a small business and economic recovery advisory committee, including goals and potential composition of such a committee.

FUNDING SOURCE:

No funding necessary at this stage.

RECOMMENDATION:

City Council discuss and provide input to staff on possible creation of a small business and economic recovery advisory committee.

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, March 31, 2020

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, March 31, 2020, at 6:00 p.m. in the Council Briefing Room at City Hall via teleconferencing with a quorum to wit:

COUNCIL PRESENT: Mayor Barry L. Gordon
Councilmember At-Large Patrick Harvey
Councilmember Joe Veracruz
Mayor Pro Tem Don McBurnett
Councilmember Mark D. Cooks
Councilmember Johnette Jameson

COUNCIL VIA TELECONFERENCING: Councilmember Monte Anderson

STAFF PRESENT: City Secretary Kristin Downs
Assistant City Manager Paul Frederiksen
City Manager Kevin Hugman

STAFF VIA TELECONFERENCING: City Attorney Shelby Pearcy

1. 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”

Mayor Gordon explained how the meeting would be conducted via teleconferencing. Audience is in “Listen Only” mode and the public comments that were submitted prior to the deadline will be read into record. Each Councilmember present or on the phone, must announce their name prior to speaking. Votes will be by roll call as the City Secretary calls each Councilmember’s name.

Mayor Gordon provided the invocation.

Mayor Gordon read the item into record. The following emails were provided to the City Secretary by 4:00 p.m. on March 31, 2020:

Chris Reno – wrote on social distancing in the parks.

Matt Matern – wrote on helping retail centers with remodeling.

Jim Pyeatt – wrote on essential businesses.

JoAnn Louis – wrote on obtaining the infected COVID-19 residents and their travels.

Jennifer Cole – wrote on social distancing in the parks.

Misty Bain – wrote on the postponement on the May 2nd election and how it would affect term limits and social distancing in the parks.

City Manager Hugman stated the basketball rims, swings, and volleyball nets have been removed and yellow tape is around the parks to adhere by the social distancing rules that have been placed.

2. ITEMS FOR INDIVIDUAL CONSIDERATION

2.A. Consider a Resolution ordering a cancellation of the Joint Election on May 2, 2020, and declaring the election of unopposed candidates for

Mayor and Councilmember from District 4 of the City Council of the City of Duncanville, Texas for a two year term.

City Secretary Downs presented the item. An At-Large race (Mayor) is running unopposed along with District 4, the City Secretary has the option to cancel those races and only have an election for District 2.

In order to cancel the Mayor and District 4 portion of the Election the City Secretary will need to provide a Certification of Unopposed Candidates and Resolution to the Dallas County Elections Department. Dallas County Elections stated if the Mayor and District 4 candidates' names are left on the ballot it could ultimately triple the City of Duncanville's election cost to keep the unopposed candidates name on the ballot; the total is based off the number of voters.

The following candidates are running unopposed:

- Mayor, Barry L. Gordon
- Councilmember District 4, Mark D. Cooks

Councilmember Cooks requested staff provide financial information from Dallas County to compare the costs of leaving names on the ballot when running unopposed. Councilmember Cooks stated he spoke with Election Administrator Toni Pippins-Poole and understood there would be no additional cost associated.

City Secretary Downs stated she understood from Election Administrator Pippins-Poole there would be an additional cost because you are creating a new template for a ballot. Pippins-Poole stated she could add the names to the District 2 ballot at no additional cost because the ballot is being prepared however, District 2 voters will be the only voters seeing the ballot.

Councilmember Joe Veracruz made a motion to approve the items as stated, Mayor Pro Tem Don McBurnett seconded the motion. The vote was cast 7 for, 0 against. Item passed.

2.B. Consider amending Resolution 2020-009, postponing the General Election of May 2, 2020 to November 3, 2020, for the purpose of electing one Councilmember for District 2 for a two (2) year term; designating polling places; authorizing execution of Joint Election contract for the November 3, 2020 election.

City Secretary Downs presented the item. Due to the COVID-19 pandemic, and pursuant to the provisions of Section 418.016 of the Texas Government Code, on March 18, 2020, the Governor of the State of Texas signed a proclamation suspending certain provisions of the Texas Election Code and the Texas Water Code to allow all local political subdivisions that are utilizing the May 2, 2020 uniform election date to postpone their elections to the November 3, 2020, uniform election date.

If the City of Duncanville chooses not to participate and postpone their General Elections; Dallas County Elections would only be able to offer limited assistance. Dallas County Elections has stated they could reach out for more details from their vendor however, this process may triple the cost of the City of Duncanville holding their own elections. On March 23, 2020 Dallas County Elections Department stated: Our office is a non-essential government service and will be closed Tuesday, March 24, 2020 to Friday, April 3, 2020. If another shelter-in-place order is issued there would not be any assistance between the Dallas County Elections Department and the City Secretary.

City Secretary Downs stated postponing the election until November 2020 does not re-open the candidate filing period and the term limit is from November 2020 to May 2022.

Councilmember Jameson questioned by postponing the election does that mean the term limits change.

City Attorney Percy stated the Governor's proclamation regarding the postponement of the May Elections does not adjust the term of office. The

current office holder will hold their seat until November. The newly elected official will serve a term of one in a half years until the May 2020 Election.

City Manager Hugman read the Section 2.04 of the City Charter.

Sec. 7.02 - REGULATION OF ELECTIONS

The Council shall make all regulations considered to be necessary or desirable, which are not inconsistent with this Charter or the laws of the State of Texas, for the conduct of municipal elections, for the prevention of fraud, and shall make provisions for recount of the ballots in case of doubt or fraud. The Council will appoint election officials who will conduct the municipal elections consistent with this Charter, regulations made by the Council or the laws of the State of Texas.

Sec. 2.04 VACANCIES IN COUNCIL

In the event a vacancy occurs in the office of the Mayor or Councilman, the Council shall call a special election to fill such vacancy for the unexpired term if there remains more than six (6) months remaining in such unexpired term at the time such vacancy occurs. If such unexpired term shall be less than six (6) months and more than ninety (90) days at the time such vacancy occurs, then such vacancy shall be filled by a majority vote of the remaining members of the Council within thirty (30) days of the vacancy and the person chosen shall serve for the unexpired term only. If such vacancy occurs within ninety (90) days prior to a general City election, then no special election shall be held and no appointment shall be made to fill such vacancy.

The special election shall be held during the period not less than thirty (30) days and not more than forty (40) days after the vacancy occurs, or if not permitted by prevailing law during such period, then such election shall be held on the earliest date after such period as permitted by prevailing law.

Nominations for a special election called pursuant to this Section 2.04 shall conform to the requirements of Section 7.03 of this Charter. Filing with the City Secretary shall be within the time fixed by the ordinance calling such special election. (Ord. No. 713, §2, adopted 2-27-78, approved at election 4-1-78)

Sec. 2.01 NUMBER, SELECTION, TERM

The Council shall consist of seven (7) members, a Mayor and six (6) Council Members, elected from the City in the manner provided in Article VII, for a term of two (2) years or until a successor has been elected or appointed and takes office as provided in Section2.04 of Article II. (Ord. No. 1491, adopted 1-21-97, approved at election 5-3-97; Ord. No. 1783, adopted 3-19-02, approved at election 5-4-02)

City Manager Hugman questioned if Council were to move the election to November would there be any violations by shortening the term limit for District 2. Are Sections 2.01 and 7.02 consistent with what the Governor is proposing.

City Attorney Pearcy stated yes.

City Secretary Downs stated on May 5, 2020 the Mayoral and District 4 races will be canvassed and the Oaths of Office will be provided.

At-Large Councilmember Patrick Harvey made a motion to approve the items as stated, Councilmember Joe Veracruz seconded the motion. The vote was cast 7 for, 0 against. Item passed.

3. DISCUSSION

3.A. Discuss meeting protocols during COVID-19 emergency period.

City Council discussed how they would like to conduct future Council meetings. Council concluded to move forward with the Regular Council meetings and to

utilize videoconferencing and teleconferencing as much as possible. Keeping the agenda compact and to the point.

I. ADJOURNMENT

The meeting was adjourned at 7:17 p.m.

II. DISCUSSION

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

UNAPPROVED

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, April 7, 2020

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, April 7, 2020, at 6:04 p.m. in the Council Briefing Room at City Hall and via videoconferencing with a quorum to wit:

COUNCIL PRESENT: Mayor Barry L. Gordon
Councilmember At-Large Patrick Harvey
Mayor Pro Tem Don McBurnett
Councilmember Mark D. Cooks
Councilmember Johnette Jameson

**COUNCIL VIA VIDEO
CONFERENCING:** Councilmember Joe Veracruz
Councilmember Monte Anderson

STAFF PRESENT Public Works Director Bryan G. Ramey
City Secretary Kristin Downs
Assistant City Manager Paul Frederiksen
City Manager Kevin Hugman

**STAFF VIA VIDEO
CONFERENCING:** Purchasing Manager Sheila Baker
Economic Development Director Jessica James
Finance Director Richard Summerlin
City Attorney Robert Hager

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This is an open meeting conducted by video conference. There will be no public access to a physical location.

To submit public comments, email citysecretary@duncanville.com and title the email “Public Comment – April 7th”. All public comments submitted by 4pm on Tuesday, April 7, 2020 will be provided to the City Council members and entered into the record for the April 7, 2020 City Council Regular Meeting.

Please register for City Council Meeting - April 7, 2020 on Apr 7, 2020 6:00 PM CDT at:

<https://attendee.gotowebinar.com/register/9198582853676022286>

After registering, you will receive a confirmation email containing information about joining the webinar.

OR
TO USE YOUR TELEPHONE:
Use the numbers below.
United States: +1 (914) 614-3221
Attendee Access Code: 231-556-384

A recording of the video meeting will be made available to the public in accordance with the Open Meetings Act upon written request.

I. WORK SESSION / BRIEFING

I.1. DISCUSS AGENDA ITEMS

Mayor Gordon explained how the City Council meeting will be handled with video conferencing:

- Audience participation is in “Listen Mode Only” however, the public comments that were submitted and be read into record.

- Each Councilmember present or on the phone, must raise their hand and announce their name prior to speaking.
- Votes will be by roll call as the City Secretary calls each person's name. State if you are for or against the item being voted on.

Mayor Gordon read the item into record, and City Manager Hugman reviewed each item. Item 4B - Consider a Resolution authorizing the second amendment to the contract with Tyler Technologies, Inc. through Sourcewell formerly known as National Joint Powers Alliance Contract #110515-TTI to include the purchase of additional software, being the Utility Billing Customer Information Suite module, to be integrated with the City ERP system in an amount not to exceed \$139,415.00. Replacing the current utility billing 23-year-old software system; integrating with the general ledgers and with Public Works could provide a more seamless information flow and provide more flexibility than what is currently provided. Councilmember Cooks questioned how the funds would be budgeted. City Manager Hugman stated it is part of the Automated Meter Infrastructure (AMI) project; previously allocated funds were \$1 million however, with the installation of the AMI system cost higher than anticipated staff asked Council to up the fund balance to \$5 million. Regardless of the installation of the AMI meters the system does need to be upgraded. At-Large Councilmember Harvey questioned if the project would be funded from the \$5 million that was reserved in the Water and Sewer Fund. City Manager Hugman stated yes. Councilmember Jameson questioned why the \$5 million was budgeted out of the Water and Sewer Fund and not the General Fund. City Manager Hugman stated there was \$5 million in the fund balance for the Water and Sewer Utility Fund. Previously there was \$1 million set aside for the AMI project. The past years reserves were higher than anticipated and staff asked Council to allocate the funds to the amount to \$5 million. Councilmember Jameson stated she has been asked where all the money from the Water and Sewer Fund is. City Manager Hugman stated it has been showing in the fund balance and has been labeled as the AMI project. Councilmember Jameson questioned how long the implementation would take. Assistant City Manager Frederiksen stated once approved nine (9) months.

Councilmember Jameson asked for the consent agenda items be moved during briefing for Council to vote on right after City Manager Hugman briefs Council. City Attorney Hager stated if the agenda changes citizen comments would need to be moved to the beginning of the agenda before an action is take. Council agreed.

I.2. BRIEFINGS / PRESENTATIONS

I.2.A. *Respond and provide updates on COVID-19.*

City Manager Hugman briefed Council on the updates on COVID-19 and the precautions the City was taking. Mayor Gordon and Council would like to see a task force of Councilmembers to help educate and provide advice to the local businesses around town. Councilmember Anderson encouraged all businesses to keep sharpening their skills during this time of need.

Mayor Gordon recessed the Briefing Session at 6:45 p.m. for City Council to convene into Executive Session.

II. EXECUTIVE SESSION.

The Executive Session was called into session at 6:52 p.m. and Mayor Gordon read the item into record.

II.1 *The City Council shall convene into closed Executive Session pursuant to Section 551.071 of the Texas Government Code, Consultation with the Attorney, to seek the advice of the attorney concerning the City Manager's contract.*

The Council closed the Executive Session at 7:29 p.m.

III. REGULAR SESSION - CONVEENE INTO THE COUNCIL CHAMBERS (7:00 P.M.)

The City Council convened into Regular Session in the Council Chambers at 7:34 p.m. with Mayor Gordon presiding.

The Invocation was delivered by Councilmember Mark D. Cooks.

The Pledge of Allegiance and Texas Pledge were led by Mayor Gordon.

III.1. REPORTS

III.1.A. Mayor's Report.

Mayor Gordon discussed updates from Governor Greg Abbott and encouraged everyone to abide by the stay at home rules; everyone is vulnerable. There are currently 12 reported cases in Duncanville; due to HIPPA Laws city officials do not know their identities or any information.

Mayor Gordon stated the City of Duncanville amended Safer At Home Order reflects the same orders that are recommended from Dallas County.

Mayor Gordon encouraged all citizens to complete their 2020 Census forms.

III.1.B. Councilmembers' Reports

Mayor Pro Tem McBurnett thanked staff and Mayor Gordon for the actions that have been taken during COVID-19 and encouraged all citizens to complete the 2020 census.

Councilmember Jameson stated she was a judge at the NLC Congressional Conference for the City Cultural Diversity awards and encourage the City of Duncanville to enter the next competition next.

Councilmember Cooks thanked all the essential businesses and employees for providing services throughout the city and encouraged all citizens to check the City's social media pages to keep up to date.

Councilmember Anderson encouraged all small business owners to do what they can to stay engaged and use this time to help sharpen new skills. Councilmember Anderson also encouraged all citizens to pay for that haircut they would have got to help the smalls businesses, over tip in this time of need; build up the community.

III.1.C. City Manager's Report.

City Manager Hugman stated PIO April Reiling accepted a new job and marketing director Alex Hamby from the Fieldhouse would be filling in as Interim PIO.

III.2. PROCLAMATIONS AND PRESENTATIONS**III.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"

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

No comments were submitted.

III.4. CONSENT AGENDA

Mayor Gordon requested that City Secretary Kristin Downs read the Consent Agenda Items.

III.4.A. Consider the Minutes for the March 3, 2020 City Council Regular Meeting and March 19, 2020 Special City Council Meeting.**III.4.B. Consider a Resolution authorizing the second amendment to the contract with Tyler Technologies, Inc. through Sourcewell formerly known as National Joint Powers Alliance Contract #110515-TTI to include the purchase of additional software, being the Utility Billing Customer Information Suite module, to be integrated with the City ERP system in an amount not to exceed \$139,415.00.****III.4.C. Consider a Resolution finding a Bona Fide Emergency and authorizing and approving the award of a contract for Emergency Repairs and Security Upgrades to the median lighting along Interstate Highway 20**

from Cedar Ridge Drive to Cockrell Hill Road, including lighting under and on top of the Camp Wisdom Road Bridge, within the City of Duncanville to Siemens Mobility, Inc., for the unit prices shown, with an estimated expenditure amount of \$145,747.00

- III.4.D. Consider a Resolution rejecting all bids received for Demolition Services for the property located at 730 E. IH 20, Duncanville, Texas 75116 (former Toyota Dealership); providing for appropriate notice, and providing for authorization to rebid.**

Mayor Pro Tem Don McBurnett made a motion to approve the items as stated, Councilmember Johnette Jameson seconded the motion. The vote was cast 7 for, 0 against. Items passed.

III.5. ITEMS FOR INDIVIDUAL CONSIDERATION

- III.5.A. Consider a Resolution extending a Mayoral Declaration of a State of Emergency and order as a result of the COVID-19 Virus; providing for Interim Public Safety Measures; repealing all Resolutions in Conflict; providing a severability clause and providing for an effective date.**

City Manager Hugman stated the extended Mayoral Declaration of a State of Emergency and order as a result of the COVID-19 Virus duplicates the order from Dallas County. The only item that is different is the Dallas County order issuance for a citation is for a Class B misdemeanor with jail time up to 180 days. Class B misdemeanors go directly to the County Clerk. The City of Duncanville reduced the misdemeanor to Class C and will be handled with the city's Municipal Court.

City Manager Hugman recommended extending the order to May 6, 2020 one day after the upcoming May 5, 2020 City Council Regular Meetings.

Councilmember Mark D. Cooks made a motion to approve the items as stated, Mayor Pro Tem Don McBurnett seconded the motion. The vote was cast 7 for, 0 against. Item passed.

- III.5.B. Discuss and Consider delaying the City Manager's retirement from May 31, 2020 to a mutually agreed upon future date.**

At-Large Councilmember Harvey made a motion to accept City Manager Hugman's resignation for May 31, 2020, and to extend his contract another 30 days until June 30, 2020.

Council agreed.

City Manager Hugman agreed.

Councilmember Cooks thanked City Manager Hugman for even considering extending his retirement.

Councilmember Veracruz thanked City Manager Hugman for offering to extend and everything he has done for the City of Duncanville.

City Attorney Hager clarified the motion was to extended City Manager Hugman's resignation to June 30, 2020 with the same terms as his current contract.

Councilmember Jameson asked City Manager Hugman to be fiscally conservative with the spending during the pandemic.

City Manager Hugman stated he provided the update at the beginning and will continue to do so.

Mayor Gordon extended his appreciation for City Manager Hugman and extending his offer to stay and serve the city in a time of crisis.

Councilmember Johnette Jameson made a motion extend City Manager Hugman's resignation to June 30, 2020, At-Large Councilmember Patrick Harvey seconded the motion. The vote was cast 7 for, 0 against. Items passed.

III.5.C. *Take any necessary action as a result of the Executive Session.*
No action taken.

III.6. STAFF AND BOARD REPORTS

III.6.A. *Receive the Monthly Financial Report as of February 29, 2020.*
City Manager Hugman stated Finance Director Richard Summerlin was available if Council had any questions on the monthly financial report.

There were no questions.

IV. ADJOURNMENT

The meeting was adjourned at 8:10 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



STAFF REPORT

MEETING: City Council - April 21, 2020

TITLE:

Consider a Resolution approving the second renewal of contract IFB #18-052 Street Sweeping Services from Sweeping Services of Texas, Operating L.P. of Hurst, Texas with an estimated expenditure amount of \$86,000.00.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:

Bryan G. Ramey II, P.E., Director of Public Works
Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

The sweeping contract is part of the City's efforts to keep pollution and debris out of the City's drainage infrastructure and the City's creeks. This is a requirement by TCEQ as part of the City's Municipal Separate Storm Sewer System (MS4) permit.

This contract requires the contractor to clean all pavement in the designated areas, to include but not limited to curbs, gutters, median curbs, road shoulders, gore points and turning lanes located in the City as referenced by the attached map.

The scope of work for the street sweeping contract includes:

1. Arterial Roads (95.3 curb miles) will be cleaned monthly in the evening.
2. Oriole Blvd and Center St (5.75 curb miles) will be cleaned monthly during the day.
3. The City-owned parking lots at Library/Rec Center, Senior Center, City Hall, and Service Center will be cleaned monthly in the evening.
4. Residential streets (189 curb miles) will be cleaned on an as-needed basis based on street conditions. The contract allows for six cycles per year. Residential streets are cleaned during the day.
5. Additional "special sweepings" will be performed on an as-needed basis, such as following the Independence Day Parade.

The City has purchased pavement sweeping services from Sweeping Services of Texas, Operating L.P. of Hurst, Texas since 2016. In January 2018, the City advertised and solicited bids for this service. Bids were opened on January 31st, 2018 with three vendors responding with their unit prices for each type of service. The attached bid tabulation was prepared using estimated annual quantities. The low bidder was Sweeping Services of Texas, Operating L.P. The base contract was awarded in May 2018. This is the second of four annual renewals for this contract.

In the previous term, 01 May 2019 - 30 April 2020, the contractor collected approximately 750 cubic yards of debris. This equates to over 60 large dump trucks full of debris kept out of the City's drainage infrastructure and creeks.

This authorization would cover the purchase of this service on a scheduled basis through April 30, 2021. The estimated purchase amount during the term is \$86,000.00.

POLICY EXPLANATION:

City Council approval is required for all purchases over \$50,000.00

This authorization is compliant with Texas municipal purchasing statutes.

FUNDING SOURCE:

Funding exists in the FY20 General Budget (Drainage Administration) for this service.

RECOMMENDATION:

Staff recommends Council approves the resolution for the second renewal of the term of contract for IFB #18-052 Street Sweeping Services from Sweeping Services of Texas, Operating L.P. of Hurst, Texas with an estimated expenditure amount of \$86,000.00.

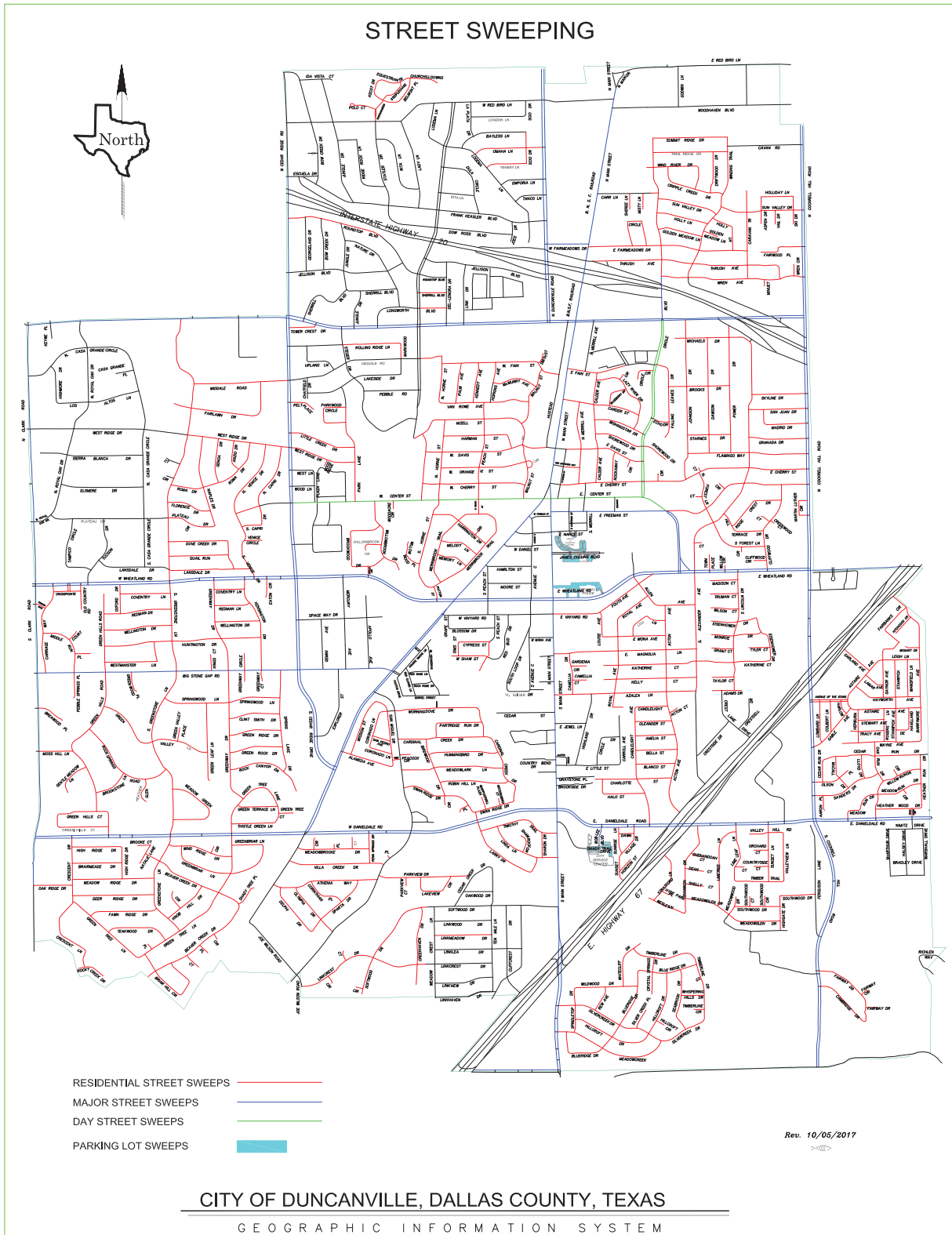
ATTACHMENTS:

[Attachment 1 - Street Sweeping Map](#)

[Attachment 2 - Resolution No. - 2020-033 - Street Sweeping Services FY20](#)

[SAMS-SWEEPING SERVICES OF TEXAS-2020](#)

Attachment 2



RESOLUTION NO. 2020-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE SECOND RENEWAL OF THE TERM CONTRACT FOR IFB #18-052 STREET SWEEPING SERVICES FROM SWEEPING SERVICES OF TEXAS, OPERATING L.P. OF HURST, TEXAS, WITH AN ESTIMATED EXPENDITURE AMOUNT OF \$86,000.00; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide effective, efficient, and adequate maintenance for City infrastructure; and

WHEREAS, the City solicited competitive sealed bids under IFB #18-052 for street sweeping services and awarded a term contract to Sweeping Services of Texas, Operating L.P.; and

WHEREAS, the original term on the contract was for a one (1) year period with four (4) additional one (1) year renewal options; and

WHEREAS, the City of Duncanville desires to renew the contract term for a period of one (1) year from 01 May 2020 through April 30, 2021.

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

SECTION 1. That the City Council of the City of Duncanville, Texas authorizes the renewal of contract #18-052 Street Sweeping Services to Sweeping Services of Texas Operating L.P. in accordance with the its bid prices set forth in the attached Exhibit "A".

SECTION 2. The City Manager or designee is hereby authorized to issue the appropriate purchase order with an estimated contract term expenditure of \$86,000.00.

SECTION 3. That purchases authorized beyond the current fiscal year are subject to availability of funds and any non-appropriation by Council. Failure to budget for such expenses for FY 2020 shall terminate this authorization.

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 21st day of April 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A

**Term Contract for Street Sweeping Services
#18-052**

This services agreement ("Contract") is made as of the Effective Date by and between

Sweeping Services of Texas, Operating, L.P.

Attn: Ronnie Kendrix

9000 Trinity Blvd.

Hurst, TX 76053

rkendrix@wastepartners.com

hereinafter called "CONTRACTOR", and the **City of Duncanville, Texas**, hereinafter called "OWNER".

Section 1. Scope of Services

Upon execution of this Contract by OWNER, CONTRACTOR agrees to provide to OWNER the necessary items, as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference ("the Scope of Services").

Section 2. Term of Contract

The initial term of this contract will be **May 1, 2018 through April 30, 2019** unless sooner terminated as provided herein.

The contract will be eligible for renewal on the anniversary date each year unless either party notifies the other of intent to non-renew in writing prior to the anniversary date. Each renewal will be in one (1) year increments, with the total contract length not to exceed five (5) years.

Section 3. Contractor Obligations

- A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached and incorporated herein as Exhibit B. Should OWNER require additional services not included under this Contract, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by OWNER; and without decreasing the effectiveness of the performance of services required under this Contract.
- B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Contract, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Contract with the prior written approval of OWNER. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by OWNER.
- C. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

OWNER agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in Exhibit "A", attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to CONTRACTOR, by OWNER, shall be based on invoices submitted by CONTRACTOR for work performed monthly by OWNER, less any previous payments. Payments shall be made within 30 days of receipt of invoice by OWNER.

Exhibit A

OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, CONTRACTOR has not made performed in a satisfactory manner based on the Scope of Services.

The total CONTRACTOR fee shall be as specified in Exhibit "A". OWNER may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to OWNER. In the event of any breach by CONTRACTOR of any provision or obligation of this Contract, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of CONTRACTOR's performance of this Contract, OWNER shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

Section 5. Responsibilities

- A. CONTRACTOR shall be responsible for the quality for goods and services furnished by CONTRACTOR under this Contract. CONTRACTOR shall complete the work with the professional skill and care ordinarily provided by similarly situated professionals in the same or similar locality and under the same or similar circumstances and professional license. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the services.
- B. Neither OWNER's review, approval or acceptance of, nor payment for any of the services required under this Contract, shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable to OWNER in accordance with applicable law for all damages to OWNER caused by CONTRACTOR's negligent performance of any of the services furnished under this Contract.
- C. The rights and remedies of OWNER under this Contract are as provided by law.

Section 6. Time for Performance

- A. CONTRACTOR shall perform all services as provided for under this Contract in a proper, efficient and professional manner in accordance with OWNER's requirements. As time is of the essence of this Contract, such services shall be completed on date as specified in Exhibit "A", after receiving a Notification to Proceed from OWNER to CONTRACTOR.
- B. In the event CONTRACTOR's performance of this Contract is delayed or interfered with by acts of the OWNER or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.
- C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon OWNER for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless OWNER and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

- A. OWNER shall own, have, keep and retain all rights, title and interest in and to all documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all project documents, whether in draft form or final form, which are produced at OWNER's request and in furtherance of this Contract. OWNER shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports for those purposes for which they were intended.

Exhibit A

Section 8. Termination

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

Section 9. Assignment

CONTRACTOR shall not assign or sublet this Contract, or any part thereof, without the prior written consent of OWNER.

Section 10. Applicable Laws

CONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court

Section 11. Execution becomes Effective

This Contract will be effective upon execution of the Contract by and between CONTRACTOR and OWNER.

Section 12. Contract Amendments

This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Contract which have not been incorporated herein. This Contract may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 13. Severability

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 14. Independent CONTRACTOR

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Contract, is acting independently, and that the OWNER assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Contract shall be in the capacity of an independent CONTRACTOR, and not as an agent or employee of OWNER. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

Exhibit A

Section 15. Notice

Any notice required or permitted to be delivered hereunder may be sent by first class mail, email, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to OWNER:

City of Duncanville
Attn: Charlie Oberrender
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
coberrender@ci.duncanville.tx.us

If to CONTRACTOR: Via the Address on Page 1 of this Agreement.

Section 16. Exhibits

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 17. Survival of Obligations

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Contract shall survive termination.

Section 18. Prohibition of 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.

Section 19. Business Prohibitions

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.

Section 20. 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 OWNER 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 (\$1,000,000.00) for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence, and One Million Dollars (\$1,000,000.00) aggregate.
- C. CONTRACTOR shall also provide and maintain Professional Liability Insurance coverage to protect CONTRACTOR and OWNER from liability arising out of the performance of professional services, if

Exhibit A

any, under this Contract. Such coverage shall be in the sum of not less than One Million Dollars (\$1,000,000.00).

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

City of Duncanville
Attn: Charlie Oberrender
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
coberrender@duncanville.com

and shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Contract under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to OWNER prior to the cancellation or modification of any insurance referred to therein. On every date of renewal of the required insurance policies, the CONTRACTOR shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the Owner. In addition, the CONTRACTOR shall within ten (10) business days after written request provide the Owner with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the Owner is a condition precedent to the payment of any amounts due to Contractor by the Owner. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

- E. 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 Owner.

Section 21. Indemnification for Injury and Performance

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

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

Exhibit A

Section 22. Indemnification for Unemployment Compensation

CONTRACTOR agrees that it is an independent CONTRACTOR and not an agent of the OWNER, and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve OWNER of any responsibility or liability from treating CONTRACTOR's employees as employees of OWNER for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold OWNER harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of CONTRACTOR.

Section 23. Indemnification for Performance

CONTRACTOR shall defend and indemnify OWNER against and hold OWNER and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by CONTRACTOR in performing this Contract.

Section 24. Funding and Non-Appropriation Clause

CONTRACTOR 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 OWNER 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.

Section 25. Revisions of Scope of Work and Workplan

In response to changes in needs of the project, OWNER reserves the right to direct substantial revision to the scope of work initially agreed, including changes to the drawings, specifications or other project documents after due approval by OWNER, as OWNER may deem necessary. In such event, OWNER shall pay CONTRACTOR its regular compensation for services rendered in making such revisions, provided such compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide to OWNER a written proposal for the entire costs involved and the completion time involved in providing the revisions. OWNER shall not knowingly require any revision that is illegal or that violates the professional ethics of CONTRACTOR. Prior to CONTRACTOR undertaking any substantial revision as directed by OWNER, OWNER must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

Section 26. Right to Inspect Records

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

Exhibit A

Section 27. Successors and Assigns

OWNER and CONTRACTOR each binds itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither OWNER nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

Section 28. Disclosure

By signing this contract, CONTRACTOR acknowledges to OWNER that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. CONTRACTOR further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

Section 29. Employment Verification

Employment eligibility verification: The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. **THE CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR IS IN COMPLIANCE WITH IRCA AND WILL MAINTAIN COMPLIANCE WITH IRCA DURING THE TERM OF THE CONTRACT WITH THE OWNER. CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR HAS INCLUDED OR WILL INCLUDE A SIMILAR PROVISION IN ALL WRITTEN CONTRACTS WITH ANY SUBCONTRACTORS ENGAGED TO PERFORM SERVICES UNDER THIS CONTRACT.**

Section 30. Default

OWNER reserves the right to terminate this contract immediately upon breach of any term or provision of this contract by CONTRACTOR; or if at any time during the term of this contract, CONTRACTOR shall fail to commence the work in accordance with the provisions of this contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this contract or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this contract, then OWNER shall have the right, if CONTRACTOR shall not cure any such default after thirty (30) days' written notice thereof, to terminate this contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by OWNER shall not be deemed a waiver of any other right or remedy of OWNER.

Section 31. Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section 32. Equal Employment Opportunity

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

Exhibit A

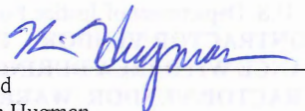
Section 33. Entire Contract

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written contract of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this the

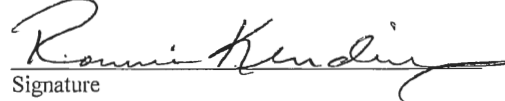
20th day of March, 2018.

City of Duncanville, Texas
Owner



Signed
Kevin Hugman
City Manager

Sweeping Services of Texas, Operating L.P.
Contractor



Signature

Ronnie Kendrick

Printed Name

General Manager

Title

Exhibit A

Page 1 of Solicitation

**BID TO
THE CITY OF DUNCANVILLE, TEXAS
For**

**Term Contract for Street Sweeping Services
IFB # 18-052**

SCOPE

Provide all products, labor, materials, and equipment required to professionally sweep streets in according with highest industry standards within the City of Duncanville, Texas. The project location is throughout the City of Duncanville, Texas.

Sweeping Services of Texas, Operating L.P.

Legal Name of Bidding Firm

Ronnie Kendrix
Contact Person

General Manager
Title

817-268-4100
Telephone Number

rkendrix@wastepartners.com
E-Mail Address

9000 Trinity Blvd
Complete Mailing Address

Hurst, Texas
City/State

76053
Zip

Principal Business Office Address (if different)

City/State

Zip

SUBMIT THIS PAGE WITH YOUR BID
P&BS-1

Page 9 of Entire Agreement

Exhibit A

Page 2 of Solicitation

NOTICE TO BIDDERS

Sealed bids addressed to the Purchasing Manager of the City of Duncanville, Texas, will be received at the City Hall, Sealed Bid Box, City Hall East, 203 East Wheatland, Duncanville, Texas 75116, until **2:00 p.m., January 31, 2018** and then publicly opened and read aloud thereafter, for the work described herein.

Bids responses must be sealed and the bid number and name clearly marked on the outside of the delivery package. Bids must be submitted on the prescribed forms furnished in the bid package, and the bidder must supply all the information required by such forms. The City is not responsible for sealed bid responses labeled incorrectly or misdirected. In the bid package, bidder shall submit:

- signed hard copy original
- electronic copy in .PDF format on a flash drive

Submit the sealed package to:

- By US Mail –
City of Duncanville, Sealed Bid Box, PO Box 380280, Duncanville, Texas 75138
- By FedEx/UPS/Courier –
City of Duncanville, Sealed Bid Box, 203 E. Wheatland Road, Duncanville, Texas 75116

Submittals received in the Sealed Bid Box after the bid deadline will not be accepted. The City of Duncanville is not responsible for submittals that are not properly marked or are delivered to the incorrect address. It is bidder's responsibility to ensure that the bid is delivered to the Sealed Bid Box.

Questions regarding the bid package with plans and specifications may only be submitted online at <https://www.publicpurchase.com/gems/duncanville.tx/buyer/public/home>

Addenda will be sent only to those who are recorded as having downloaded the bid package from Public Purchase.

NOTE: Failure to submit the information requested on the following pages in a sufficient manner may result in your bid being deemed non-responsive.

ADDENDA RECEIPT ACKNOWLEDGMENT

Bidder acknowledges receipt of the following Addenda:

Addendum #1 Dated	<u>01/25/2018</u>	Received	<u>01/25/2018</u>
Addendum #2 Dated	<u>01/26/2018</u>	Received	<u>01/26/2018</u>
Addendum #3 Dated	<u> </u>	Received	<u> </u>
Addendum #4 Dated	<u> </u>	Received	<u> </u>

SUBMIT THIS PAGE WITH YOUR BID

P&BS-2

Page 10 of Entire Agreement

Exhibit A

Page 3 of Solicitation

LIABILITY AND WORKERS' COMPENSATION INSURANCE CERTIFICATION

Bidder hereby certifies that said company carries liability coverage and workers compensation insurance coverage that meets the requirements set forth in this solicitation when performing work for the City of Duncanville.

A certificate of liability and workers comp coverage and a Form 1295 filed with the Texas Ethics Commission must be submitted to the City before a contract will be executed.

QUALIFICATIONS AND REFERENCES QUESTIONNAIRE

1. List the names that the bidder currently, has, or anticipates operating under, including the names of related companies presently doing business.

Sweeping Services of Texas, Operating L.P.

Waste Partners Environmental, Incorporated

2. List the names of companies, firms or organizations that own any part of your organization.

Cotton Creek Capital

3. Years in business: 15

4. In the past ten years, has bidder ever terminated or been terminated from a similar contract? No
If yes, provide details on a separate sheet.

5. Is the bidder currently in any litigation or contemplating litigation? No
If yes, provide details on a separate sheet.

6. In the past five years, has bidder ever refused to enter into a similar contract for which it was awarded?
No
If yes, provide details on a separate sheet.

SUBMIT THIS PAGE WITH YOUR BID
P&BS-3

Page 11 of Entire Agreement

Exhibit A

Page 4 of Solicitation

7. Provide a brief description of bidder's managerial structure including name and title of key personnel. This information may be submitted on a separate sheet.

Ian Hall; President of Finance

Ronnie Kendrix; General Manager

Freddie Talley; Supervisor - Day shift

Mike Tinnell; Supervisor - Night shift

8. What trades or services do you ordinarily subcontract out?

N/A

9. If you have not worked for the City of Duncanville within the last three (3) years, provide a list of at least three (3) recent contracts that are of similar size and scope to the project specified herein.

Contract Name #1: _____

Owner: _____

Value: _____ Date Completed: _____

Contract Manager: _____

Owner's Reference Name & Phone #: _____

Contract Name #2: _____

Owner: _____

Value: _____ Date Completed: _____

Contract Manager: _____

Owner's Reference Name & Phone #: _____

SUBMIT THIS PAGE WITH YOUR BID

P&BS-4

Page 12 of Entire Agreement

Exhibit A

Page 5 of Solicitation

Contract Name #3: _____

Owner: _____

Value: _____ Date Completed: _____

Contract Manager: _____

Owner's Reference Name & Phone #: _____

10. Name of Bidder's proposed contract manager for this project:

Marla Benites - Contract Admin. | Ronnie Kendrix - G.M.

11. List any subcontractors bidder proposes to use on the City's project that will comprise at least 10% of the total operational cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if proposal is awarded and re-submitted during the negotiation phase. However, it is expressly understood that the use of any subcontractor other than those listed herein shall require written approval from the City of Duncanville. Failure to submit the information as required may result in a disqualification of your bid.

(1) Subcontractor Name: _____

City/State: _____

Trade or Service to Be Provided: _____

Estimated Percentage of Overall Cost: _____

(2) Subcontractor Name: _____

City/State: _____

Trade or Service to Be Provided: _____

Estimated Percentage of Overall Cost: _____

(3) Subcontractor Name: _____

City/State: _____

Trade or Service to Be Provided: _____

Estimated Percentage of Overall Cost: _____

SUBMIT THIS PAGE WITH YOUR BID

P&BS-5

Page 13 of Entire Agreement

Exhibit A

Page 6 of Solicitation

TIME FOR COMPLETION

On the bid sheet attached, the bidder shall enter a time frame to complete the line item of work. The awarded contractor will be issued work orders to perform the line item of work, and will be expected to complete the work within time period stated on the bid sheet.

SUBMITTAL

In addition to the pages marked "SUBMIT THIS PAGE WITH YOUR BID", bidders are required to submit the following information:

- Schedule A - Route List
Submit your proposed route list along with example of other route lists from previous contracts of similar size and scope.
- Schedule B - Equipment List
Please include any supporting documentation necessary to satisfy vendor's ability to perform the duties as specified herein.

BID BOND

None required.

PERFORMANCE AND PAYMENT BONDS

None required.

PRE-BID CONFERENCE

None.

USAGE REPORTS

Annual work reports by bid item are highly desired. A bidder's capability to provide these reports will be considered in the evaluation of the lowest and best bid. Bidder shall state capability to provide these reports in the space provided on the bid sheet.

DECLARATIONS

The undersigned, under penalty of perjury:

- Declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation.
- Agrees, upon written acceptance of this proposal, mailed or otherwise, furnished within ninety (90) days after date of opening of proposals, will, within ten (10) calendar days after receipt of the prescribed forms, execute and agree to the terms and conditions of the final award.

SUBMIT THIS PAGE WITH YOUR BID

P&BS-6

Page 14 of Entire Agreement

Exhibit A

Page 7 of Solicitation

- Proposes and agrees to perform all work of whatever nature required, in strict accordance with the specifications for the pricing/fee submitted in the attached proposal.
- Declares that in the event of the award of a contract to the undersigned will comply with the Immigration Reform & Control Act of 1986.
- Declares that the company verifies that it (1) does not boycott Israel; and (2) that it will not boycott Israel during the term of the contract, in compliance with Chapter 2270 of the Texas Government Code.
- Declares that the company does not have contracts or provide supplies or services to any foreign terrorist organization as made known on a list provided by the Comptroller of the State of Texas.
- Declares that the company is able to perform the services or provide the goods as specified in this solicitation. The Offeror is to prepare a proposal that describes all goods and services that offeror desires to make available and the appropriate pricing structure for each.
- Declares any excluded item(s) that would ordinarily be considered a part of a proposal category, are clearly identified as "Not Offered" in the proposal.
- Certifies that the only person or parties interested in this proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this contract.
- Understands that the project location is throughout the City of Duncanville, Texas.
- That bidder agrees to the sum or prices on the following bid sheets.
- That the bidder desires to enter into a term contract with the City of Duncanville, if awarded said contract, to provide all products, labor, materials, and equipment required to professionally sweep streets in according with highest industry standards within the City of Duncanville, Texas.
- Declares that all information provided in this proposal is true and correct to my knowledge.

THE UNDERSIGNED, BY HIS/HER SIGNATURE, REPRESENTS THAT HE/SHE IS AUTHORIZED TO BIND THE BIDDER FOR THE AMOUNT SHOWN ON THE ACCOMPANYING BID SHEETS AND HEREBY CERTIFIES FULL COMPLIANCE WITH THE TERMS AND CONDITIONS, SPECIFICATIONS AND SPECIAL PROVISIONS OF THE INVITATION FOR BID. BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ THE ENTIRE DOCUMENT AND AGREE TO THE TERMS AND CONDITIONS THEREIN.

SIGNATURE

Ronnie Kendrick
Authorized Signature

01/26/2018
Date

SUBMIT THIS PAGE WITH YOUR BID
P&BS-7

Page 15 of Entire Agreement

Bid Sheet

Provide all products, labor, materials, and equipment required to professionally sweep streets in according with highest industry standards within the City of Duncanville, Texas and in compliance with the specifications in this Invitation for Bid.

Please enter your bid offer clearly and legibly as follows:

Item #	Estimated Qty	UOM	Description	Unit Price	Completion Time Per Cycle
1	95.3	Curb Mile	Arterial and Collector Streets, Cleaned Monthly	\$ <u>18.50</u> per Curb Mile	<u>5 DAYS</u>
2	5.75	Curb Mile	Day Sweeps, Cleaned Monthly	\$ <u>30.00</u> per Curb Mile	<u>2 DAYS</u>
3	1	Lump Sum	Parking Lots, Cleaned Monthly	\$ <u>125.00</u> per Lump Sum	<u>2 DAYS</u>
4	189	Curb Mile	Residential Streets, Cleaned Six Times Per Year	\$ <u>52.91</u> per Curb Mile	<u>10 DAYS</u>
5	1	Hour	Special Sweeping Service	\$ <u>125.00</u> per Hour	<u>2 HOURS</u>

Per Addendum #1: Our routing and invoicing system, Quikbooks, can provide breakout of annual work reports as required.

SUBMIT THIS PAGE WITH YOUR BID

Exhibit A



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

 DATE (MM/DD/YYYY)
 10/31/2017

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

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

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com															
INSURED Waste Partners of Texas, Inc. 3324 Roy Orr Blvd Grand Prairie, TX 75050 USA		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Mutual Insurance Companies</td> <td>01112</td> </tr> <tr> <td>INSURER B: Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER C: Markel American Insurance Company</td> <td>28932</td> </tr> <tr> <td>INSURER D: Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Insurance Companies	01112	INSURER B: Liberty Mutual Fire Insurance Company	23035	INSURER C: Markel American Insurance Company	28932	INSURER D: Texas Mutual Insurance Company	22945	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES		CERTIFICATE NUMBER: W4234709		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		TB2-291-466508-027	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		AS2-291-466508-017	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		MKIM4EUL100242	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	0001292840	09/02/2017	09/02/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Named Insureds include: Waste Partners Environmental, Inc., Sweeping Services of Texas, Mr. Dirt of Texas

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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SR ID: 15263104

BATCH: 497843

Page 17 of Entire Agreement

Exhibit A

Page 9 of Solicitation

SPECIFICATIONS

INTENT

The City of Duncanville, Texas desires to enter into a term contract to provide all products, labor, materials, and equipment required to professionally sweep streets in according with highest industry standards within the City of Duncanville, Texas. The project location is throughout the City of Duncanville, Texas ("City" "Owner").

SCOPE OF WORK

The contractor shall clean all streets, to include but not limited to, all curbs, gutters, median curbs, road shoulders, gore points and turning lanes located in the City as referenced in attached map. The cleaning operation shall include, but is not limited to all sweeping, panning, dumping and trash pick-up operations. The cleaning operation does not include removal of waste materials in catch basins of storm sewers. There is no specific time limit to finish the sweeping each time. The contractor is responsible for all sweeping costs, including disposal and water. All charges must be included in unit price bid for each item.

SWEEPING SCHEDULE

NOTE: The referenced CITY MAP attached must be printed in color to identify locations.

Item 1 – Arterial and Collector Streets

All designated streets in this item are estimated to be cleaned one (1) cycle each month, except during inclement weather or unless otherwise rescheduled by the City. All cleaning operations shall be performed on a cycle during Monday through Friday between the hours of 7:00 pm and 5:00 am. There are 95.3 curb miles to be cleaned and the unit cost shall be bid by the mile. For location, see attached City Map. These are identified as "Major" street sweeps.

Item 2 – Day Sweeps

All streets designated as "Day Sweeps", and the parking lot at 330 Shady Trail behind the fence, make up this item. They are estimated to be cleaned one (1) cycle per month, except during inclement weather or unless otherwise rescheduled by the City. All cleaning operations shall be performed on a cycle during Monday through Friday between the hours of 8:00 am and 4:00 pm. There are 5.75 curb miles (parking lot included) to be cleaned and the unit cost shall be bid by the mile. For location, see attached City Map. These are identified as "Day" street sweeps in green plus the Shady Trail parking lot behind the fence as marked in blue.

Item 3 – Parking Lots

All other designated parking lots in this item are estimated to be cleaned one (1) cycle per month, except during inclement weather or unless otherwise rescheduled by the City. All cleaning operations shall be performed on a cycle during Monday through Friday between hours of 7:00 pm and 5:00 am. These parking will be done on one order for a combined lump sum amount. Bidder is advised to field measure the lot to determine area to be cleaned, if necessary. For location, see attached City Map where they are identified in blue shade areas.

Item 4 - Residential Streets

All designated streets in this item are estimated to be cleaned six (6) cycles per year, except during inclement weather or unless otherwise rescheduled by the City. All cleaning operations shall be performed on a cycle during Monday through Friday between hours of 8:00 am and 4:00 pm. There are 189 curb miles to be cleaned and the unit cost shall be bid by the mile. For location, see attached City Map, where they are identified as "Residential" street sweeps.

Page 18 of Entire Agreement

Item 5 – Special Sweeping

All designated locations in this item will be requested on an as-needed basis as a result of special City civic events (example: July 4th Parade) or unexpected events (example: removal of ice chat from bridges after an ice storm). Bid shall be at an hourly unit price. All cleaning operations shall be performed during hours to be determined on a scheduled day.

STANDARD REQUIREMENTS

Applicable provisions of the following shall be incorporated into the specifications for this project:

- Texas Manual on Uniform Traffic Control Devices
- Texas High Highway Standard Specifications
- Regulations of the City of Duncanville, Texas
- Other Federal, State or Municipal acts, statutes, ruling, ordinances, decisions or regulations
- All subsequent revisions and supplements to the above documents

SAFETY

The importance the City attaches to safety cannot be overemphasized. The City reserves the right, at its discretion, to disallow payment for any work performed where the proper safety precautions were not being properly observed.

All equipment shall be equipped in accordance with existing State Law and shall be equipped with a flashing light with the following characteristic:

- Visible of a minimum of one mile
- Flash sixty to ninety times per minute
- Mounted for three hundred sixty degrees visibility
- Equipped with amber lens

The safety of the public and the convenience of traffic shall be regarded as prime importance. Unless otherwise provided herein, all portions of streets shall be kept open to traffic.

CONTRACTOR RESPONSIBILITIES

Contractor must certify to the City that it possesses all necessary equipment, facilities, personnel and work experience to fulfill the terms of the contract, or that they will have the necessary equipment and personnel and be ready to proceed if awarded a contract.

To be submitted by contractor with its bid:

Schedule A - Contractors Information Report

- Must show satisfactory evidence that the contractor owns, or has arrangements to acquire all necessary equipment as specified herein, with certification that such equipment is not obligated for other purposes within the scope of the contractor's existing operations.
- Must show satisfactory evidence that the contractor has adequate financial resources, experienced personnel, proper facilities and adequate work plan to complete the work as specified.

Exhibit A

Page 11 of Solicitation

To be submitted by awarded contractor prior to sweeping:

Schedule B – Work Plan

- Provide a list of the contractor's proposed sweeping routes for one complete cycle of cleaning, with identification of all streets to be cleaned on each route in sequence. Sweeping routes must be provided on a weekly basis.
- Show the total mileage for all proposed sweeping routes. The mileage must equal the mileage shown on the invoice for each route as it is cleaned.
- Contractor must not deviate from proposed route. If route is changed, contractor must notify the City as to what was changed, and why. Contractor's billing invoice must match cleaning route.

Contractor must submit an example of a route list from a previous contract to demonstrate contractor's ability to prepare and follow prescribed routes and schedules. Failure to provide an adequate example may disqualify any such bid as non-responsive and therefore such bid will not be considered.

Following the approval and award of the contract, an introductory meeting will be scheduled for the awarded contractor to meet with the City's contract administrator to review the contract and make any necessary changes to the work plan.

Any subsequent changes or revisions to route list throughout the contract period must have the prior written approval of the Solid Waste and Recycling Manager or her designated representative.

CITY'S RESPONSIBILITIES

It shall be the responsibility of the Duncanville to guarantee the execution of the contract in accordance with its terms and specifications. The City will appoint a contract administrator who shall be responsible for the inspection and monitoring of the work performed under the contract.

The City will monitor the contractor's work performance daily. All streets cleaned by the contractor must present an appearance that is completely satisfactory to the City and within the cleanliness guidelines of the City.

FAILURE TO COMPLETE WORK

Any deficiency in the contractor's performance shall be reported to the contractor within one working day following notice of completion of work to City and such deficiencies shall be corrected by the contractor no later than twenty-four hours following receipt of such notice.

Adherence to the cleaning schedule specified is essential. In the event the contractor fails to meet the cleaning schedule, the City shall deduct from the contractor's compensation an amount equal to \$15.00 for each curb mile not cleaned in accordance with the cleaning schedule.

It is agreed that in the event the contractor shall be adjudged bankrupted, a receiver appointed or a general assignment for the benefit of creditors is made, or it is proven insolvent or fails in business, the contract shall not be an asset of the contractor.

METHODS OF OPERATIONS

The contractor's personnel shall perform all operations described in these specifications and all expenses of such operations shall be the contractor's responsibility.

The contractor shall:

- provide their own equipment, labor, fuel and any other materials necessary to complete the required work. The contractor shall be responsible for the maintenance and repair of their own equipment and the availability, presence and supervision of their employees.

Page 20 of Entire Agreement

Exhibit A

Page 12 of Solicitation

- be required to have a competent and experienced supervisor/foreman with each work group at all times. The supervisor/foreman referred to herein may be a working foreman operating a street sweeper.
- perform all handwork required to effectuate cleaning operation. The City shall have the right to identify for the contractor those areas where handwork should be performed.
- have no sub-contractors to fulfill any items or conditions of the contract without prior written consent of the department.
- move all equipment and personnel in the same direction as traffic at all times during all cleaning operations.
- operate all sweeping equipment at low speeds during sweeping operations as recommended by the equipment manufacturer to achieve maximum cleaning efficiency.
- use dust control measures during all sweeping operations. Street sweeping shall not be performed when the air temperature is 35 degrees and falling. Street sweeping can resume/begin when the air temperature is 35 degrees and rising.

WATER

The water for sweeping equipment will be the responsibility of the contractor. The reporting of the water usage shall be as outlined in herein and the contractor shall make arrangements and deposits that are necessary with the City for the use of the hydrant and water throughout the contract period. The contractor shall obtain no less than two (2) water meters with back flow control devices to be used at all times.

Operators must:

- follow proper procedures for obtaining water as instructed by the City Utilities Department when operating within the City.
- train all operators in the proper procedures of water usage for street sweeping equipment and the contractor shall certify that all operators have been trained in these procedures.
- have meters read no less than one (1) time each month throughout the duration of the contract.
- maintain a current water account with the Utility Billing Department.
- comply with the proper procedures for water usage by street sweep operators, failure to comply will be considered theft of services and will be reported to the City of Duncanville Police Department. The contractor shall be responsible for damages plus 30% when damage occurs to hydrants and associated water lines due to negligence of the street sweeper contractor.

DEBRIS

Removal and disposal of debris collected during the cleaning operations shall be the responsibility of the contractor.

The contractor shall:

- comply with all applicable State and Local laws and ordinances related to the hauling, handling and disposition of such material.
- dispose of all waste materials collected as stipulated by the City throughout the term of the contract.

Page 21 of Entire Agreement

Exhibit A

Page 13 of Solicitation

- have the prior written approval of the City and conform to all requirements stated herein for any change in disposal site (s) throughout the term of the contract must
- be allowed to set containers at selected inconspicuous locations around the City for the purpose of transferring collected debris from the sweepers. All proposed containers/transfer locations require written approval from the City prior to being established. The containers shall be removed within 3 working days after completion of the areas/routes for which the container is used.

INCLEMENT WEATHER

For the purpose of this contract, the National Weather Service at the Dallas/Fort Worth International Airport shall be the weather forecasting and reporting agency. Any forecast by the National Weather Service shall be deemed to extend only twelve hours into the future.

No cleaning operations shall be conducted when there are climatic conditions present or forecast that would make such operations ineffectual or dangerous. These climatic conditions include, but are not limited to, heavy rains, snow, ice and sleet.

The vendor may suspend operations if weather conditions are such that cleaning operations cannot be carried out in an effective manner. If such suspension occurs, the vendor shall immediately notify the Solid Waste and Recycling Manager, or her designee.

The Solid Waste and Recycling Manager, or designee, shall have discretionary right to order the suspension of cleaning operations whenever present weather conditions or impending weather conditions are such that cleaning operations cannot be carried out in an effective manner.

STREET REHABILITATION OR IMPROVEMENT PROJECTS

In the event a street rehabilitation or improvement project is under construction or will be under construction where cleaning is scheduled, that portion of a cleaning cycle will be deleted from the appropriate route list at the direction of the Solid Waste and Recycling Manager or her designee. The section(s) of streets deleted may be re-entered at the first scheduled cycle following completion of the rehabilitation.

Prior to re-entering any such street into the cycle, the Solid Waste and Recycling Manager (or designee) and the vendor shall make a field inspection to determine what cleaning will be required by others. In no event will the vendor be allowed additional compensation by the department for initial cleaning of a re-entered street following rehabilitation or construction.

EQUIPMENT

The equipment used for cleaning shall be of sufficient type, capacity and quantity to safely and efficiently perform the cleaning work as specified. Minimum equipment shall be two street sweepers. The City shall have the option to perform a complete inspection of all vehicles and equipment at any time throughout the term of the contract. Should any vehicle, when inspected, and in the determination of the department, not meet standards that the department feels are necessary to complete the contract or to operate safely; the department may require such vehicle to be brought to standard before being placed back in service.

- **Street Sweepers**
Sweepers used in the cleaning operation may be brush/vacuum, mechanical or regenerative air or may be a combination of types. The sweepers to be used must be new (2013 Model or newer); must have a minimum capacity of three cubic yards and be equipped with adequate water systems for dust control; and must be equipped with dual brooms.
- **Dump Trucks**

Page 22 of Entire Agreement

Exhibit A

Page 14 of Solicitation

It is the contractor's responsibility to provide, if necessary, one or more dump trucks to service the sweepers.

- **Support Equipment**

It is the contractor's responsibility to provide, if necessary, debris transfer vehicles, pickup trucks, service trucks, tire trucks and any other item of equipment. All Equipment shall:

- be equipped with a two-way radio communication designed for commercial use. CB Radios are unacceptable.
- be listed as part of the "Work Plan" section of Schedule A - Vendor's Information Report.
- all such equipment is subject to the inspection and final approval of the City. Such approval may require on-site demonstration of the capability of any proposed equipment.
- be performance worthy by visual and operational inspection. Sweepers must be washed once per day, inclement weather excepted, and all other equipment a minimum of once per week.
- certify compliance with all applicable federal national pollution discharge elimination system requirements.

FACILITY

The vendor must demonstrate evidence of adequate service facility to insure scheduled routine maintenance, as well as maintain a sufficient supply of brooms and replacement parts to insure continuous cleaning operations. The City may request to inspect the facility of the vendor prior to award of the contract for services.

ESTIMATED USAGE

Estimated annual quantities are provided in these specifications. Estimated usage shall not constitute an order, but only implies the probable quantity the City will use. The City reserves the right to increase or decrease quantities with no unit price increase to the City.

SPECIAL SWEEPING SERVICE

All unscheduled sweeping services to include but not limited to storm cleanup, cleanups needed as a result of accidents, citizen requests, or special events, etc. The contractor shall comply with such requests as follows:

- During scheduled hours of operation (Monday through Friday, 7:00 AM to 4:00 PM) a maximum response time of two hours shall be required. Payment for such unscheduled service shall be for the time worked at a stipulated hourly rate, plus one-hour travel time as payment for travel to and from the point of operation. In no event shall the total payment for each such request be less than two hours.
- Work on Saturday and Sunday from 4:00 pm Friday to 7:00 am Monday is expressly prohibited without the prior written consent of the department.

SUBCONTRACTING

Contractor shall not subcontract, sublet, or transfer any rights, responsibilities or duties under terms of this agreement without written approval of the City.

Page 23 of Entire Agreement

INSTRUCTIONS TO BIDDERS

1. SCOPE

The City of Duncanville, Texas desires to enter into a term contract to provide all products, labor, materials, and equipment required to professionally sweep streets in according with highest industry standards within the City of Duncanville, Texas. The project location is throughout the City of Duncanville, Texas ("Owner").

Services must be performed to the standards set by these specifications or payment requests will be rejected. All costs anticipated by the contractor(s) for which he (they) shall seek reimbursement **MUST** be included in the unit price solicited on the attached bid sheet. This includes any delivery, fuel surcharge or other miscellaneous charges.

2. BID AWARD

After award by City Council, a contract shall be executed and all required documentation provided before a notice to proceed will be given by the City.

3. INQUIRIES

All questions regarding this solicitation shall be submitted through www.publicpurchase.com

4. STATEMENT OF QUALIFICATIONS

A statement of the qualifications of the bidder must be submitted using the bid form provided herein. The Owner may make investigations as necessary to determine the ability of the bidder to perform the Contract Work. The Owner reserves the right to reject any bid unless evidence substantiates that the bidder is properly qualified to carry out contractual obligations. Bids will be considered only from qualified bidders.

Bidders, if required, shall present satisfactory evidence that they have been regularly engaged in furnishing material and machinery and constructing such work as they propose to execute, and that they are fully prepared with necessary capital, machinery and material to begin the work promptly and to conduct it as required by these specifications.

5. LIST OF SUBCONTRACTORS

A list of subcontractors of the bidder must be submitted using the bid form provided herein as necessary for the number of subcontractors anticipated on this project. It is expressly understood that the use of any subcontractor other than those submitted with the bid shall require written approval from the owner.

6. STATEMENT OF FINANCIAL CONDITION

Upon request of the Owner, a statement of the financial condition of the bidder as reflected by the most recently prepared financial statement shall be submitted with the bid. The statement shall be submitted in a sealed envelope. Statements of Financial Condition may be considered public record and may be subject to a ruling of the Texas Attorney General if marked "CONFIDENTIAL" if part of an open records request.

7. BID BOND

None required.

8. PERFORMANCE, PAYMENT AND MAINTENANCE BONDS

None required.

9. TERM OF CONTRACT

A contract will be executed after Council makes its award. The initial term will **May 1, 2018 through April 30, 2019**. The contract will be eligible for renewal on the anniversary date each year unless either party

Exhibit A

Page 16 of Solicitation

notifies the other of intent to non-renew in writing prior to the anniversary date. Each renewal will be in one (1) year increments, with the total contract length not to exceed five (5) years.

The City reserves the right to terminate its contract with the contractor at any time during the term of the contract, without cause, with a written thirty (30) notice to terminate.

10. ESTIMATED QUANTITY

The City does not guarantee the amount of services that will be ordered. However, the City makes a preliminary estimate for annual needs as stated on the bid sheet. If bidder has a minimum work order requirement, such requirement must be stated by the contractor on the bid sheet. If none is stated, then there shall be no minimum work order requirement.

11. PREPARATION OF BIDS

Bidders are expected to examine the Invitation for Bids, Standard Terms and Conditions (if any), the specifications, drawings (if any) and the Instructions to Bidders. Failure to do so will be at the bidder's risk.

Each bidder shall furnish the information required by the invitation. The bidder shall sign the bid. Bids signed by an agent are to be accompanied by evidence, previously furnished to the issuing office.

Bids for supplies, service or items other than those specified will not be considered, unless authorized by the Invitation for Bids.

Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

Bids submitted on other than the forms contained in the Invitation for Bids or with different terms, conditions or provisions will not be considered as responsive bids.

12. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidder before the submission of their bid. Oral explanations or instructions given before the award of the contract or issuance of a purchase order will not be binding. Any information given to a prospective bidder concerning the invitations will be furnished to all prospective bidders as an amendment of, or addendum to the invitation, if such information is necessary to the bidders in submitting bids on the invitation or the lack of such information would be prejudicial to uniformed bidders.

13. ACKNOWLEDGMENT OF AMENDMENTS OR ADDENDUMS TO INVITATIONS

Receipt of an addendum to an invitation for bid by the bidder must be acknowledged by signing and returning the addendum to accompany the bid.

14. FUTURE BID OPPORTUNITIES

Failure to bid may result in your firm not receiving future bid notices unless you register your firm on www.publicpurchase.com. The City does not maintain a separate bidders list and registering with Public Purchase is the only way for a vendor to guarantee that it shall receive future bid invitations.

15. DISCOUNTS

Prompt payment discounts offered for payment within less than thirty (30) calendar days will not be considered in evaluating bids for award unless otherwise specified in the "Invitation for Bids". However, offered discounts of less than 30 days will be taken if payment is made within the discount period, even though not considered in the evaluation of bids. In connection with any discount offered, time will be computed from date of delivery at destination or from the correct invoice is received in the office specified by the City, if the latter date is later than the date of delivery. Payment

Page 25 of Entire Agreement

Exhibit A

Page 17 of Solicitation

is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.

16. CITY FURNISHED PROPERTY

No material, labor, or facilities will be furnished by the City of Duncanville, Texas unless otherwise provided for in the Invitation for Bids.

17. AWARD OF CONTRACT

If a contract is awarded, it will be awarded to the lowest responsible bidder submitting a responsive bid. A responsive bid means a bid that substantially complies with all prescribed procurement procedures and requirements within this invitation for bids. In determining if a bidder is responsible, the City may consider factors including but not limited to delivery, efficiency, quality of equipment, experience, service record, service facilities, and adaptability of equipment or services to the needs of the City.

The City reserves the right to reject any or all bids and to waive informalities and minor irregularities in bid received.

The City may accept any item or group of items of any bid, unless the bidder qualifies his bid by specific limitations. Unless otherwise provided in the Schedule, bids may not be submitted for any quantities less than those specified, and the City reserves the right to make an award on any item for a quantity less than the quantity offered at the unit prices bid unless the bidder specifies otherwise in his bid.

A written award, by acceptance of bid or issuance of a purchase order furnished to the successful bidder, within the time for acceptance specified in the bid shall be deemed to result in a binding contract without further action by either party.

18. BID ACCEPTANCE PERIOD

It is the intent of the City to award a contract, if any be awarded, within ninety (90) calendar days after the deadline specified for receipt of bids.

19. ESCALATION

Prices awarded under this bid may not be changed. However, should unforeseen circumstances occur that will cause the awarded contractor to request an increase, the request must be submitted to the City Purchasing Manager in writing. Contractor must include with the request the appropriate contract number and documentation from the manufacturer and/or published price sheets to support the request. All price increases must be based upon the 12 month CPI for Dallas-Fort Worth, Texas ONLY and documentation of the price increase is required. Awarded bid prices must be held firm for one year from the date of the contract, after which an escalator can be invoked. Prices can only escalate 25% over the firm bid price over the life of the contract. A request shall be made at least thirty (30) days in advance of the effective date of the increase. The City reserves the right to accept or reject the request.

Consequently, any decrease in price shall be passed onto the City as well. Vendors are obligated to treat price decreases as equally as price increases during the tenure of the contract.

20. DISQUALIFICATION OF BIDDER(S)

Any bidder (s) may be disqualified and their bid not considered for award if:

- Reasonable grounds exist for believing that collusion exists among bidders.
- Reasonable grounds exist for believing that a bidder has an interest in more than one bid for

Page 26 of Entire Agreement

the contract contemplated.

- The bidder is party to any litigation against the City of Duncanville.
- The bidder is delinquent in performance of an existing contract or has defaulted on a previous contract with the City of Duncanville or with another party for the same or similar kinds of work.
- Reasonable grounds exist for believing that the bidder lacks competency or capacity to satisfactorily and timely perform based on the bidder's financial statement, experience, equipment, existing contractual commitment, etc.
- The bidder, as an individual or member of a partnership, is an elected official or employee of the City of Duncanville.
- For any other reason for which the it is determined that the bid is not in the best interests of the City of Duncanville.

21. REJECTION OF BIDS

The City may reject any and all bids whenever it is deemed in the best interest of the City to do so.

In the event that a bidder is or subsequently becomes delinquent in the payment of his or its City taxes, or state and local sales tax, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. The City reserves the right to deduct any delinquent taxes from payments due bidder as a result of such contract.

22. WITHDRAWAL OF BIDS

A Bidder may withdraw his Bid before the time of the bid opening specified in the Invitation to Bidders, without prejudice to himself, by submitting a written request for its withdrawal, provided the request is received prior to the time of the bid opening. Bids may not be withdrawn after the time set for the bid opening without forfeiting their bid bond unless approved by the City Council.

STANDARD TERMS AND CONDITIONS

1. SELLER TO PACKAGE GOODS

Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box of 1 of 4 boxes; and (d) the number of the container bearing the package slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.

2. FISCAL FUNDING CLAUSE

Contractor recognizes that the continuation of any contract during and or after the close of 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, or remain as 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.

3. SHIPMENT UNDER RESERVATION PROHIBITED

Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

4. TITLE AND RISK OF LOSS

The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

5. F.O.B. DELIVERY TERMS AND TRANSPORTATION CHARGES

Seller assumes all risk in the transporting of goods to the Buyer and all freight is FOB Duncanville, Texas and any added delivery charges shall be prepaid and costs always included in prices bid, UNLESS an exception specifically stated by bidder on the bid sheet.

6. NO PLACEMENT OF DEFECTIVE TENDER

Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

7. PLACE OF DELIVERY

The place of delivery shall be that set forth on the purchase order, unless otherwise stated in the specifications herein, which shall govern.

8. INVOICES AND PAYMENTS

- a. Payment Terms are Net 30 in accordance with Texas Government Code 2251 (Prompt Payment Act). Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number. A copy of

Exhibit A

Page 20 of Solicitation

the bill of lading and the freight weigh bill, when applicable, should be attached to the invoice. Mail to: City of Duncanville, ATTN: Accounts Payable, P.O. Box 380280, Duncanville, Texas 75138-0280. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Purchasing Department advised of any charges in their remittance addresses.

- b. Do not include Federal Excise, State or City Sales Tax. City shall furnish tax exemption certificate, if required.

8. GRATUITIES

The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any Manager or representative of the Seller, to any officer or employee of the City of Duncanville with view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determination with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. SPECIAL TOOLS AND TEST EQUIPMENT

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

11. WARRANTY - PRICE

- a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to the seller for breach or Seller's actual expense.
- b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. WARRANTY – PRODUCTS

Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

13. SAFETY WARRANTY

Seller warrants that the products sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the products do not conform to OSHA standards, Buyer may return the product

Page 29 of Entire Agreement

Exhibit A

Page 21 of Solicitation

for correction or replacement at the sellers expense. In the event Seller fails to make the appropriate correction within a reasonable time correction made by Buyer will be at Seller's expense.

14. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS

As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

15. RIGHT OF INSPECTION

Buyer shall have the right to inspect the goods at delivery before accepting them.

16. CANCELLATION

Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies, which Buyer may have in law or equity.

17. TERMINATION

The performance of work under this order may be terminated in whole or in part by the buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is addition to and not in lieu of rights of Buyer set forth in Clause 16, herein.

18. FORCE MAJEURE

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The terms Force Majeure as employed herein, shall means act of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the

Page 30 of Entire Agreement

settlement strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

19. ASSIGNMENT AND DELEGATION

No right or interest this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

20. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

21. MODIFICATIONS

This contract can be modified or rescinded only in writing signed by both parties or their duly authorized Managers.

22. INTERPRETATION - PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

23. APPLICABLE LAW

This Contract is entered into subject to the Charter and ordinances of the City of Duncanville, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable City of Duncanville, County of Dallas, State of Texas and federal United States of America laws. The parties to this contract agree and covenant that for all purposes, including performance and execution, that this contract will be enforceable in Duncanville, Texas; the County of Dallas; the State of Texas and the United States of America; and that if legal action is necessary to enforce this contract, exclusive venue will lie in Dallas County, Texas. The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the City of Duncanville, County of Dallas, State of Texas and federal laws of the United States of America. The Contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, the Workers Right to Know Law, and the Immigration Reform and Control Act of 1986 (**IRCA**).

Additionally, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

Exhibit A

Page 23 of Solicitation

23. ADVERTISING

Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.

24. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. VENUE

Both parties agree that venue for any litigation arising from the contract shall lie in Dallas County, Texas.

26. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof (shall) forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the governing body (City Council) and per Section 10.02 Duncanville City Charter and Code of Ordinances, Chapter 2, Article III.

27. INTERLOCAL PARTICIPATION

The City of Duncanville has cooperative purchasing agreements with other units of local government, primarily located in Dallas, Tarrant, Ellis, and Collin Counties. These governments may purchase items off of this bid and the Contractor agrees to honor the pricing of this contract and accept orders from those entities should they choose to participate in the contract resulting from the bid, and invoice them separately.

29. OTHER TERMS NULL AND VOID

These Terms and Conditions and this agreement, as agreed upon by you and your firm, are the only and entire terms and conditions and agreement between the City of Duncanville and your firm and supersedes all other proposals, oral or written, and all other communications outside of this entire proposal between parties relating to this subject matter, its minimum requirements within and the standard terms and conditions herein. These terms and conditions and this agreement cannot be amended or changed except in the form of a written change order, signed by an officer of the City of Duncanville and your firm. Any other provision(s) in customer correspondence, order forms, or other forms of documents which seeks to amend and or change these terms and conditions is null and void.

30. EMPLOYMENT ELIGIBILITY VERIFICATION

The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. **THE CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR IS IN COMPLIANCE WITH IRCA AND WILL MAINTAIN COMPLIANCE WITH IRCA DURING THE TERM OF THE CONTRACT WITH THE**

Page 32 of Entire Agreement

Exhibit A

Page 24 of Solicitation

CITY. CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR HAS INCLUDED OR WILL INCLUDE A SIMILAR PROVISION IN ALL WRITTEN AGREEMENTS WITH ANY SUBCONTRACTORS ENGAGED TO PERFORM SERVICES UNDER THIS CONTRACT.

Page 33 of Entire Agreement

Exhibit A

Page 25 of Solicitation

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained, at his expense, all insurance required under the section of Federal Conditions and by the contractor documents, and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Such insurance shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the City, until all work under the contract is completed and has been accepted by the City. **Acord Certificate of Insurance indicating the City of Duncanville as an additional insured and meeting all minimum coverages herein shall be provided to the City within 10 days of request.**

Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the contract.

The Contractor shall obtain and maintain for the full period of the contract the following types of insurance in the form, minimum limits and amount herein specified or as may be otherwise required in the contract documents. The Contractor shall automatically renew any policy that expires during the performance of this contract and notify the City of such a renewal prior to expiration date. The City of Duncanville shall be named as an "Additional Insured" on all the of below named insurance policies.

1. Workers' Compensation Insurance Coverage.

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

Page 34 of Entire Agreement

Exhibit A



March 10, 2020

Sweeping Services of Texas, Operating, L.P.

Attn: Ronnie Kendrix

9000 Trinity Blvd.

Hurst, TX 76053

rkendrix@wastepartners.com

RE: Contract Renewal #2

IFB# 18-052 Term Contract for Street Sweeping Services

Mr. Kendrix:

The above referenced contract expires on April 30, 2020. The City is offering an option to renew an additional one (1) year period beginning May 1, 2020 thru April 30, 2021.

If you agree to this renewal under the terms and conditions, and pricing then please sign on the following page, and return to me via email.

Should you have any questions, please contact me at (972) 780-5058.

Sincerely,

Sheila Baker
Purchasing Manager

Exhibit A



By executing this contract, contractor verifies:

- 1) That it desires to exercise the renewal option under the same terms, and conditions, and updated pricing, for a one-year renewal through April 30, 2021;
- 2) 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;
- 3) that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies;
- 4) that it will provide a current copy of Workman's Compensation and Employer's Liability of Insurance Certificate.

City of Duncanville, Texas
Owner

Sweeping Services of Texas, Operating, L.P.
Contractor

Signature

Ronnie Kendrix

Signature

Kevin Hugman, City Manager

Ronnie Kendrix; General Manager

Printed Name/Title

Exhibit A - Attachment 1

IFB 18-052 Street Sweeping Services Bid Tabulation

Item #	Description	Estimated Qty	UOM	Sweeping Services of Texas			Mister Sweeper LP			Pannell Industries, Inc.		
				Unit Price	Frequency	Estimated Extension	Unit Price	Frequency	Estimated Extension	Unit Price	Frequency	Estimated Extension
1	Arterial and Collector Streets, Cleaned Monthly	95.3	Curb Mile	\$ 18.50	12	\$ 21,156.60	\$ 20.00	12	\$ 22,872.00	\$ 45.00	12	\$ 51,462.00
2	Day Sweeps, Cleaned Monthly	5.75	Lump Sum	\$ 30.00	12	\$ 2,070.00	\$ 48.35	12	\$ 3,336.15	\$ 52.00	12	\$ 3,588.00
3	Parking Lots, Cleaned Monthly	1	Lump Sum	\$ 125.00	12	\$ 1,500.00	\$ 278.00	12	\$ 3,336.00	\$ 600.00	12	\$ 7,200.00
4	Residential Streets, Cleaned Six Times Per Year	189	Curb Mile	\$ 52.91	6	\$ 59,999.94	\$ 60.00	6	\$ 68,040.00	\$ 52.00	6	\$ 58,968.00
5	Special Sweeping Service	1	Hour	\$ 125.00	10	\$ 1,250.00	\$ 139.00	10	\$ 1,390.00	\$ 120.00	10	\$ 1,200.00
Estimated Annual Contract Total				\$ 85,976.54			\$ 98,974.15			\$ 122,418.00		

SAM Search Results
List of records matching your search for :

Search Term : SWEEPING SERVICES OF TEXAS, L.P.*
Record Status: Active

No Search Results



STAFF REPORT

MEETING: City Council - April 21, 2020

TITLE:

Consider a Resolution authorizing Linebarger Goggan Blair & Sampson, LLP, to obtain an order of sale which will allow for the foreclosure of; and, to authorize the sale of the properties by Dallas County at public sale in accordance with Section 34.05 of the Texas Property Tax Code, for the following properties: 439 Azalea Lane, 359 Blossom Drive, and 203 Cedar Street.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- N/A
- Goal: N/A

STAFF RESPONSIBLE:

Richard Summerlin, C.P.A., C.G.F.O.
Finance Director

BACKGROUND/HISTORY:

A tax lawsuit has been filed on each of the properties commonly known as: 439 Azalea Lane, 359 Blossom Drive, and 203 Cedar Street.

As of this date the judgement amount for each remains unpaid. This action would authorize Linebarger Goggan Blair & Sampson, LLP to obtain an Order of Sale for each property which will allow for the foreclosure and sale of the property, authorize the Sheriff of Dallas County to offer the properties for sale by public auction, and authorize Dallas County enter the properties into their re-sale program.

POLICY EXPLANATION:

If these properties do not sell at the Sheriff's sale they will be struck off to Dallas County and entered in to their re-sale program.

FUNDING SOURCE:

There is no cost impact to the City.

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing Linebarger Goggan Blair & Sampson, LLP, to obtain an order of sale which will allow for the foreclosure of; and, to authorize the sale of the properties by Dallas County at public sale in accordance with Section 34.05 of the Texas Property Tax Code, for the following properties: 439 Azalea Lane, 359 Blossom Drive, and 203 Cedar Street. These properties will be struck off to Dallas County and entered in to their re-sale program if not sold at the Sheriff's Sale.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2020-032 - Foreclosure; 439 Azalea Lane, 359 Blossom Drive, and 203 Cedar Street with Exhibit](#)

RESOLUTION NO. 2020-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING LINEBARGER GOGGAN BLAIR & SAMPSON, LLP, TO OBTAIN AN ORDER OF SALE WHICH WILL ALLOW FOR THE FORECLOSURE AND TO AUTHORIZE THE SALE BY DALLAS COUNTY AT PUBLIC SALE IN ACCORDANCE WITH SECTION 34.05 OF THE TEXAS PROPERTY TAX CODE, FOR THE FOLLOWING PROPERTIES: 439 AZALEA LANE, 359 BLOSSOM DRIVE, AND 203 CEDAR STREET; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 2, 2013 wherein the City Council agreed to use this form of Resolution to provide the County of Dallas consent to sell specific properties to the highest bidder by public or private sale; and

WHEREAS, a tax lawsuit has been filed on each of several parcels of land commonly known as: 439 Azalea Lane, 359 Blossom Drive, and 203 Cedar Street; and

WHEREAS, judgements authorizing the sale of each said parcels were entered by the court and as of this date the judgements remain unpaid; and

WHEREAS, by this resolution the City authorizes Linebarger Goggan Blair & Sampson, LLP to obtain an order of sale which will allow for the foreclosure, and authorize the sale of the subject properties by the Sheriff of Dallas County at public auction pursuant to a judgment of the District Court of Dallas County, Texas, for foreclosure of the tax liens securing payment of delinquent property taxes, accrued penalties, interest, and court costs; and

WHEREAS, by this resolution the County of Dallas, as Trustee for itself and the other Taxing Authorities is authorized to strike from the tax rolls and place ownership of said parcels of land in the name of the City of Duncanville.

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

SECTION 1. The Duncanville City Council does hereby authorize Linebarger Goggan Blair & Sampson, LLP to obtain an order to specifically provide the Sheriff of Dallas County and the County of Dallas to act as Trustee to offer for sale by public sale any or all of the said parcels of land (attached as Exhibit "A" hereto and made a part hereof) in accordance with an interlocal agreement between the City of Duncanville and Dallas County.

SECTION 2. The Duncanville City Council does hereby consent to the sale of said parcels of land to the highest purchaser, even if the amount tendered is (1) less than the market value of the land specified in the judgment of foreclosure or the total amount of the judgment against the property as provided by Section 34.05(i) of the Texas Property Tax Code, or (2) for an amount equal to or greater than its current market value if (a) the sum of the amount of the judgment plus post-judgment taxes, penalties, and interest owing against the property exceeds the market value and (b) each taxing unit entitled to receive proceeds of the sale consents to the sale for that amount as provided by Section 34.05(j) of the Texas Property Tax Code.

SECTION 3. The Duncanville City Council does hereby authorize the City Manager to execute the necessary documents in conformity with this Resolution for the properties identified in Exhibit "A".

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 21st day of April, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXBHIT A

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW
 2777 N. Stemmons Freeway
 Suite 1000
 Dallas, TX 75207

(214) 880-0089
 (214) 754-7167 - FAX

February 20, 2020

To: Richard Summerlin
Finance Director
City of Duncanville

From: Sandra A. Tei
Client Liaison

**RE: SUIT NO. TX-19-00111, DALLAS COUNTY, ET AL VS. CARL CALVIN YOUNG,
 AS INDEPENDENT EXECUTOR OF THE ESTATE OF ROY GARLAND BOLES, ET AL**

DCAD Account No.: 22092500050090000

Property Address: 439 Azalea Lane, Duncanville, Dallas County, Texas 75137-2530

Judgment Years: 1999 - 2018

Judgment Amounts:

Dallas County	\$855.01
Parkland Hospital District	\$982.71
Dallas Co Comm Coll Dist	\$816.12
Dallas Co Sch Equal Fund	\$35.17
Duncanville Isd	\$27,889.67
Duncanville	\$20,352.74

City Liens: \$2,916.03

Atty Ad Litem Fees: \$402.50

Post Judgment Years: 2019

Post Judgment Amount: \$4,290.74

Payment credits since Judgment : \$0.00

Appraised Value at Judgment: \$142,790.00

Current Appraised Value: \$142,790.00

A tax lawsuit was filed on the above-referenced property and a judgment authorizing the sale of the property was entered by the court on November 4, 2019. As of today, the judgment amounts

Suit No. TX-19-00111 - tm

Page 1 of 2

Suitkey# 2455693
 Account No. 22092500050090000

EXBHIT A

remain unpaid. With your permission, Linebarger Goggan Blair & Sampson, LLP, will obtain an Order of Sale, which will allow for the foreclosure and sale of the subject property.

Before we proceed, we are requesting a written directive from you relating to the following matters:

- (1) Permission to proceed to foreclosure and Sheriff's Sale;
- (2) Authorization to the Sheriff of Dallas County to deed this property to your taxing unit in the event the property does not sell at the Sheriff's Sale.

The following represents information our office has on the subject property:

- **Based on the records maintained by the Dallas County Central Appraisal District, this property is not a residential homestead.**
- **Based on the information we have obtained; we are not aware of any contamination on this property. However, LGB&S has not physically inspected and/or conducted tests relative to possible contamination.**
- **There are no active bankruptcies which affect the subject property.**
- **Based upon our research of the Deed Records of Dallas County, Texas, we are not aware of any new city liens filed since the entry of the Judgment.**

CITY OF DUNCANVILLE response

- 1. _____ Yes, we want to proceed with the Sheriff's Sale.
 _____ No, we do not wish to proceed with the Sheriff's Sale.
- 2. _____ Yes, we are willing to have the property struck off to us if it does not sell.
 _____ No, we are not willing to have this property struck off to us.

COMMENTS:

Signature: _____
 CITY OF DUNCANVILLE



[Home](#) | [Find Property](#)
| [Contact Us](#)

Residential Account #22092500050090000

[Location](#) [Owner](#) [Legal Desc](#) [Value](#) [Main Improvement](#) [Additional Improvements](#) [Land](#) [Exemptions](#)
[Tax Abatements](#) [TIF](#) [Estimated Taxes](#) [Building Footprint](#) [History](#) [Comments](#)

Property Location (Current 2020)Address: 439 AZALEA LN
Neighborhood: 4USH05
Mapsc: 72-G (DALLAS)

[DCAD Property Map](#)

[2019 Appraisal Notice](#)

[Electronic Documents \(ENS\)](#)

[View Photo](#)

[File Homestead Exemption Online](#)



[Print Homestead Exemption Form](#)

Owner (Current 2020)

BOLES ROY GARLAND EST OF
PO BOX 381528
DUNCANVILLE, TEXAS 751381528

Multi-Owner (Current 2020)

Owner Name	Ownership %
BOLES ROY GARLAND EST OF	100%

Legal Desc (Current 2020)

- 1: HILLTOP ESTATES INST 4
- 2: BLK E LOT 9
- 3:
- 4: VOL94093/0534 DD042194 CO-DALLAS
- 5: 0925000500900 22209250005

Deed Transfer Date: 5/13/1994

Value

2019 Certified Values	
Improvement:	\$112,790
Land:	+ \$30,000
Market Value:	= \$142,790
Revaluation Year:	2019
Previous Revaluation Year:	2018

DCAD: Residential Acct Detail

EXBHIT A

Page 2 of 5

DCAD: Residential Acct Detail

EXBHIT A

Page 3 of 5

Improvements (Current 2020)

Building Class	14	Construction Type	FRAME	# Baths (Full/Half)	2/0
Year Built	1969	Foundation	SLAB	# Kitchens	1
Effective Year Built	1969	Roof Type	GABLE	# Bedrooms	3
Actual Age	51 years	Roof Material	COMP SHINGLES	# Wet Bars	0
Desirability	AVERAGE	Fence Type	WOOD	# Fireplaces	0
Living Area	1,338 sqft	Ext. Wall Material	BRICK VENEER	Sprinkler (Y/N)	N
Total Area	1,338 sqft	Basement	NONE	Deck (Y/N)	N
% Complete	100%	Heating	CENTRAL FULL	Spa (Y/N)	N
# Stories	ONE STORY	Air Condition	CENTRAL FULL	Pool (Y/N)	N
Depreciation	50%			Sauna (Y/N)	N

Additional Improvements (Current 2020)

#	Improvement Type	Construction	Floor	Exterior Wall	Area (sqft)
1	ATTACHED GARAGE	BK-BRICK	CONCRETE	UNASSIGNED	480

Land (Certified 2019)

#	State Code	Zoning	Frontage (ft)	Depth (ft)	Area	Pricing Method	Unit Price	Market Adjustment	Adjusted Price	Ag Land
1	SINGLE FAMILY RESIDENCES	SINGLE FAMILY RES-7,200 SF	70	114	8,085.0000 SQUARE FEET	FLAT PRICE	\$30,000.00	0%	\$30,000	N

Exemptions (Certified 2019)

No Exemptions

Exemption Details**Tax Abatements (Certified 2019)**

No Abatements.

Tax Increment Financing (TIF) (Certified 2019)

No Tax Increment Financing. (TIF)

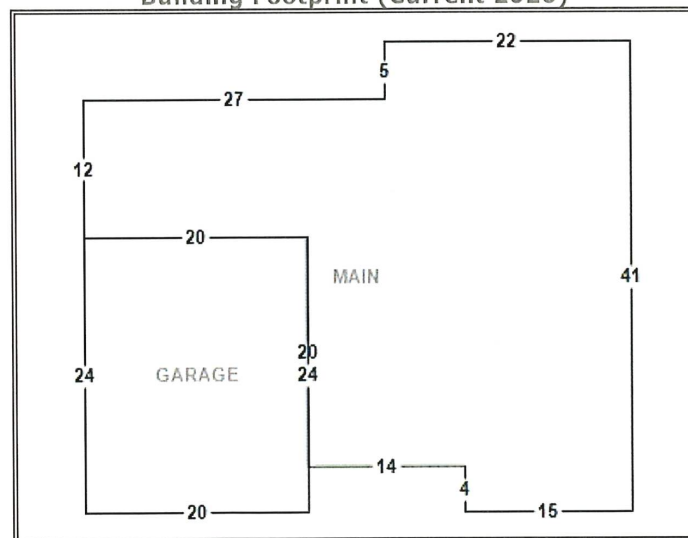
Estimated Taxes (Certified 2019)

	City	School	County and School Equalization	College	Hospital	Special District
Taxing Jurisdiction	DUNCANVILLE	DUNCANVILLE ISD	DALLAS COUNTY	DALLAS CO COMMUNITY COLLEGE	PARKLAND HOSPITAL	UNASSIGNED
Tax Rate per \$100	\$0.743447	\$1.4183	\$0.2531	\$0.124	\$0.2695	N/A
Taxable Value	\$142,790	\$142,790	\$142,790	\$142,790	\$142,790	\$0
Estimated Taxes	\$1,061.57	\$2,025.19	\$361.40	\$177.06	\$384.82	N/A
Tax Ceiling					N/A	N/A
Total Estimated Taxes:						\$4,010.04

DO NOT PAY TAXES BASED ON THESE ESTIMATED TAXES. You will receive an **official tax bill** from the appropriate agency when they are prepared. Please note that if there is an Over65 or Disabled Person **Tax Ceiling** displayed above, **it is NOT reflected** in the Total Estimated Taxes calculation provided. Taxes are collected by the agency sending you the **official** tax bill. To see a listing of agencies that collect taxes for your property. [Click Here](#)

The estimated taxes are provided as a courtesy and should not be relied upon in making financial or other decisions. The Dallas Central Appraisal District (DCAD) does not control the tax rate nor the amount of the taxes, as that is the responsibility of each Taxing Jurisdiction. Questions about your taxes should be directed to the appropriate taxing jurisdiction. We cannot assist you in these matters. These tax estimates are calculated by using the most current certified taxable value multiplied by the most current tax rate. **It does not take into account other special or unique tax scenarios, like a tax ceiling, etc..** If you wish to calculate taxes yourself, you may use the [Tax Calculator](#) to assist you.

Building Footprint (Current 2020)



History

[History](#)

DCAD: Residential Acct Detail

EXBHIT A

Page 5 of 5

Comment (Current 2020)			
#	Year	Date	Comment
1	1000	01/01/1900	060690 PER CITY OF DUNCANVILLE TAX STATEMENT WAS RET W/ GARLAND BOLES NM IN PLA CE OF BOB HANNAS CANNOT LOCATE DEED TO TRANSFER OWNERSHIP SENT LETTER DB/REC 092890 RF FROM DUNCANVILLE ISD RETURNED NO CONVEYANCE FUNND.DMM.REC 083192 REVAL 93 GL 061694 VOL94093/534 MARY BOLES CVYS HER INT TO ROY GARLAND BOLES PER DIV. REF DEED VOL 73047/1438 TO R GARLAND & NANCILEE BOLES & QC DEED VOL79080/1700 FROM NANCILEE TO R G BOLES. F/FILE. NO DEEDS TO BOB OR ROBT HANNA FOUND.REC/NJENKINS 062097 SS IS FOR ROY BOLES.CEILING DATE IS 1997.COMM/N THREADGILL 120596 REVAL 97 RES/L PEREZ
5	2008	10/30/2007	REVAL 2008
6	2009	06/15/2009	6/15/09 OPEN RECORD REQUEST 6/15/09 OPEN RECORD REQUEST COMPLETED EX/BRHOUSTON
7	2012	11/16/2011	2011 TAX DEF APPVD FOR ROY GARLAND BOLES EFF 11/11/11, VERIF LTR MAILED TO TP.
8	2012	02/27/2012	REVAL 2012,
9	2012	03/14/2012	TP CAME IN TO PROTEST. I GAVE HIM SALES IN HIS NBHD AND ADVISED TO COME BACK IN MAY.
11	2016	05/10/2016	APPRAISAL NOTICE FOR TAX YEAR 2016 RETURNED UNDELIVERABLE
12	2017	08/16/2016	M/A OKAY, (2016) APPR NOTICE RETD BY PO IN ERROR.
13	2017	07/19/2017	PER VSU AUDIT ROY GARLAND BOLES DOD 03132016, NO SURV SPOUSE LISTED, PPTY IN THE EST OF 21V TO PPTY, REMV PENDING 2017 HS/SS.
15	2017	07/19/2017	REVOKE Exemption Letter Sent to Account on 07/19/2017.for the following exemptions: HS SS . Effective 2017 to 2017
16	2018	09/19/2017	M/A OKAY, 2017 APPR NOTICE RETD BY PO IN ERROR.
17	2017	11/13/2017	HS exemption removed by JACKSONT
18	2018	11/13/2017	HS exemption removed by JACKSONT
20	2018	11/14/2017	REMV EX PER NO RESP TO AUDIT LTR MAILED REMOVAL LETTER
21	2018	11/22/2017	SFR APPEARS A DESI. SEE NO REASON TO ALTER IT
22	2018	02/01/2018	REVAL 2018
24	2018	04/25/2018	APPRAISAL NOTICE FOR TAX YEAR (2018) RETURNED UNDELIVERABLE.
25	2018	09/24/2018	PER RETD 2018 APPR NOTICE NO CHANGE MADE, RETD IN ERROR BY POST OFFICE.
27	2019	05/22/2019	APPRAISAL NOTICE FOR TAX YEAR (2019) RETURNED UNDELIVERABLE.
28	2020	09/12/2019	PER RETD (2019) APPR NOTICE UNABLE TO LOCATE A BETTER M/A.

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EXBHIT A

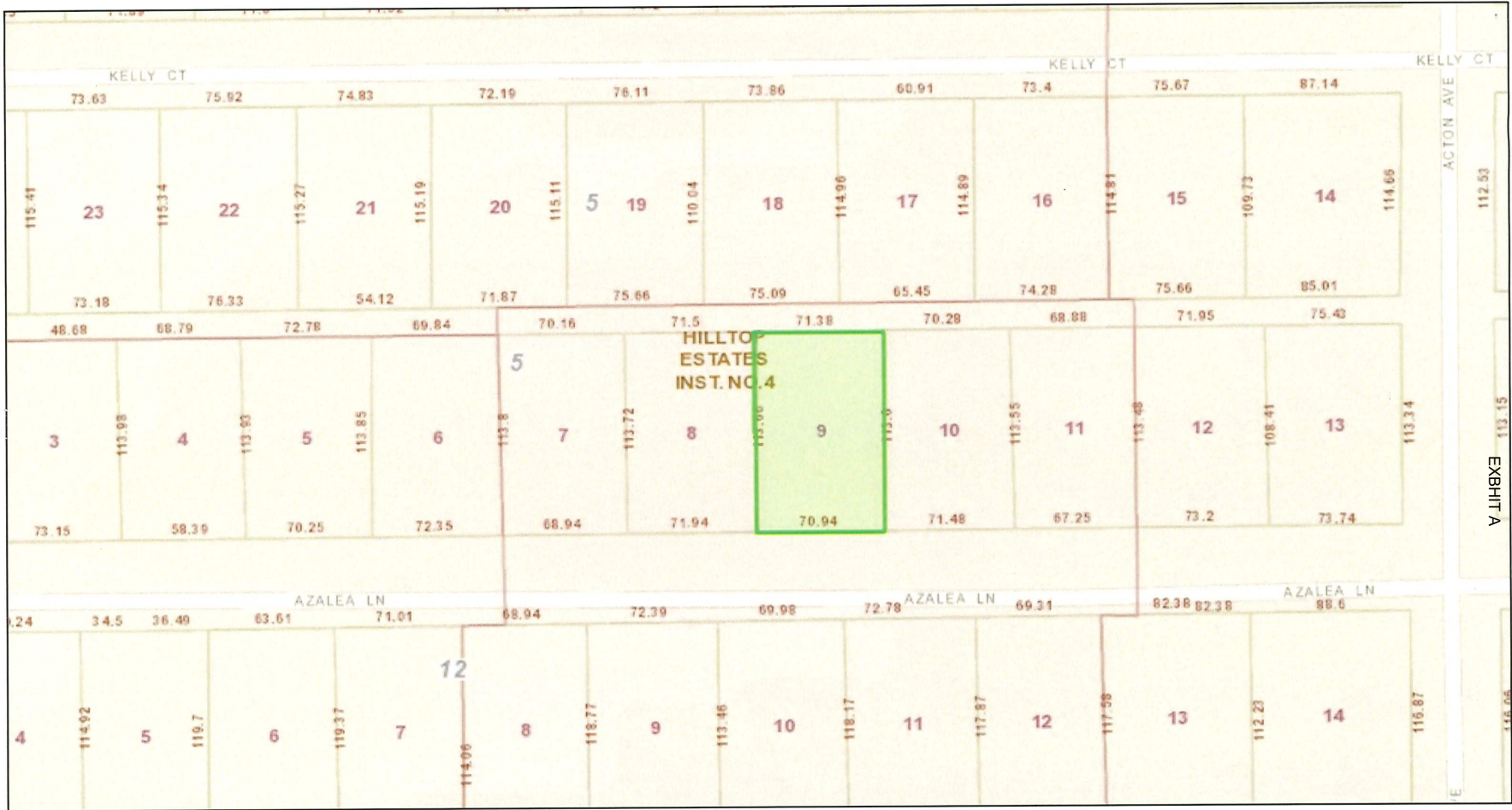


22092500050090000 ✓

439 Azalea Lane

DCAD ID: 22092500050090000

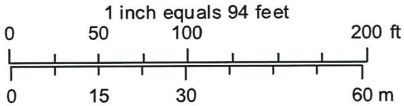
Date of copy: 2/13/2020



This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Dallas Central Appraisal District
2949 N Stemmons Freeway
Dallas, TX 75247-6195
(214) 631-1342
www.dallascad.org



DCAD, NCTCOG, USGS, Esri, Inc

EXBHIT A

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW
2777 N. Stemmons Freeway
Suite 1000
Dallas, TX 75207

(214) 880-0089
(214) 754-7167 - FAX

February 20, 2020

**To: Richard Summerlin
Finance Director
City of Duncanville**

**From: Sandra A. Tei
Client Liaison**

RE: SUIT NO. TX-18-00271, DALLAS COUNTY, ET AL VS. JULIE A. IBRAHIM

DCAD Account No.: 22138500010160000

Property Address: 359 Blossom Drive, Duncanville, Dallas County, Texas 75137-2307

Judgment Years: 2015 - 2016, 2018

Judgment Amounts:

Dallas County	\$640.10
Parkland Hospital District	\$741.98
Dallas Co Comm Coll Dist	\$325.23
Dallas Co Sch Equal Fund	\$25.71
Duncanville Isd	\$3,109.26
Duncanville	\$2,486.32

City Liens:	\$611.43
Atty Ad Litem Fees:	\$0.00

Post Judgment Years: 2019

Post Judgment Amount:	\$1,838.71
Post Judgment City Liens :	\$150.00
Payment credits since Judgment :	\$0.00

Appraised Value at Judgment:	\$94,710.00
Current Appraised Value:	\$90,890.00

EXBHIT A

A tax lawsuit was filed on the above-referenced property and a judgment authorizing the sale of the property was entered by the court on August 22, 2019. As of today, the judgment amounts remain unpaid. With your permission, Linebarger Goggan Blair & Sampson, LLP, will obtain an Order of Sale, which will allow for the foreclosure and sale of the subject property.

Before we proceed, we are requesting a written directive from you relating to the following matters:

- (1) Permission to proceed to foreclosure and Sheriff's Sale;
- (2) Authorization to the Sheriff of Dallas County to deed this property to your taxing unit in the event the property does not sell at the Sheriff's Sale.

The following represents information our office has on the subject property:

- Based on the records maintained by the Dallas County Central Appraisal District, this property is a residential homestead.
- Based on the information we have obtained; we are not aware of any contamination on this property. However, LGB&S has not physically inspected and/or conducted tests relative to possible contamination.
- There are no active bankruptcies which affect the subject property.
- Based upon our research of the Deed Records of Dallas County, Texas, we are ^{not} aware of any new city liens filed since the entry of the Judgment.

CITY OF DUNCANVILLE response

- 1. _____ Yes, we want to proceed with the Sheriff's Sale.
 _____ No, we do not wish to proceed with the Sheriff's Sale.
- 2. _____ Yes, we are willing to have the property struck off to us if it does not sell.
 _____ No, we are not willing to have this property struck off to us.

COMMENTS:

Signature: _____
 CITY OF DUNCANVILLE



[Home](#) | [Find Property](#)
| [Contact Us](#)

Residential Account #22138500010160000

[Location](#) [Owner](#) [Legal Desc](#) [Value](#) [Main Improvement](#) [Additional Improvements](#) [Land](#) [Exemptions](#)
[Tax Abatements](#) [TIF](#) [Estimated Taxes](#) [Building Footprint](#) [History](#) [Comments](#)

Property Location (Current 2020)Address:

359 BLOSSOM DR

Neighborhood: 4USD03

Mapsc: 72-F (DALLAS)

[DCAD Property Map](#)

[2019 Appraisal Notice](#)

[Electronic Documents \(ENS\)](#)

[View Photo](#)

[File Homestead Exemption Online](#)



[Print Homestead Exemption Form](#)

Owner (Current 2020)

IBRAHIM JULIE A
359 BLOSSOM DR
DUNCANVILLE, TEXAS 751372307

Multi-Owner (Current 2020)

Owner Name	Ownership %
IBRAHIM JULIE A	100%

Legal Desc (Current 2020)

- 1: GEORGE WATSON
 - 2: BLK A LT 16
 - 3:
 - 4: INT201100185018 DD07182011 CO-DC
 - 5: 1385000101600 4CV13850001
- Deed Transfer Date:** 7/18/2011

Value

2019 Certified Values	
Improvement:	\$70,890
Land:	+ \$20,000
Market Value:	= \$90,890
Capped Value: \$77,379	
Revaluation Year:	2019
Previous Revaluation Year:	2018

DCAD: Residential Acct Detail

EXBHIT A

Page 2 of 5

Improvements (Current 2020)

Building Class	04	Construction Type	FRAME	# Baths (Full/Half)	1/0
Year Built	1962	Foundation	PIER AND BEAM	# Kitchens	1
Effective Year Built	1962	Roof Type	GABLE	# Bedrooms	3
Actual Age	58 years	Roof Material	COMP SHINGLES	# Wet Bars	0
Desirability	FAIR	Fence Type	CHAIN	# Fireplaces	0
Living Area	912 sqft	Ext. Wall Material	FRAME	Sprinkler (Y/N)	N
Total Area	912 sqft	Basement	NONE	Deck (Y/N)	N
% Complete	100%	Heating	CENTRAL FULL	Spa (Y/N)	N
# Stories	ONE STORY	Air Condition	CENTRAL FULL	Pool (Y/N)	N
Depreciation	60%			Sauna (Y/N)	N

Additional Improvements (Current 2020)

#	Improvement Type	Construction	Floor	Exterior Wall	Area (sqft)
1	ATTACHED GARAGE	FR-FRAME	CONCRETE	UNASSIGNED	240

Land (Certified 2019)

#	State Code	Zoning	Frontage (ft)	Depth (ft)	Area	Pricing Method	Unit Price	Market Adjustment	Adjusted Price	Ag Land
1	SINGLE FAMILY RESIDENCES	SINGLE FAMILY RES-7,200 SF	60	112	7,039.0000 SQUARE FEET	FLAT PRICE	\$20,000.00	0%	\$20,000	N

Exemptions (Certified 2019)

	City	School	County and School Equalization	College	Hospital	Special District
Taxing Jurisdiction	DUNCANVILLE	DUNCANVILLE ISD	DALLAS COUNTY	DALLAS CO COMMUNITY COLLEGE	PARKLAND HOSPITAL	UNASSIGNED
HOMESTEAD EXEMPTION	\$0	\$25,000	\$15,475	\$15,475	\$15,475	\$0
Taxable Value	\$77,379	\$52,379	\$61,904	\$61,904	\$61,904	\$0

Exemption Details

Tax Abatements (Certified 2019)

No Abatements.

Tax Increment Financing (TIF) (Certified 2019)

No Tax Increment Financing. (TIF)

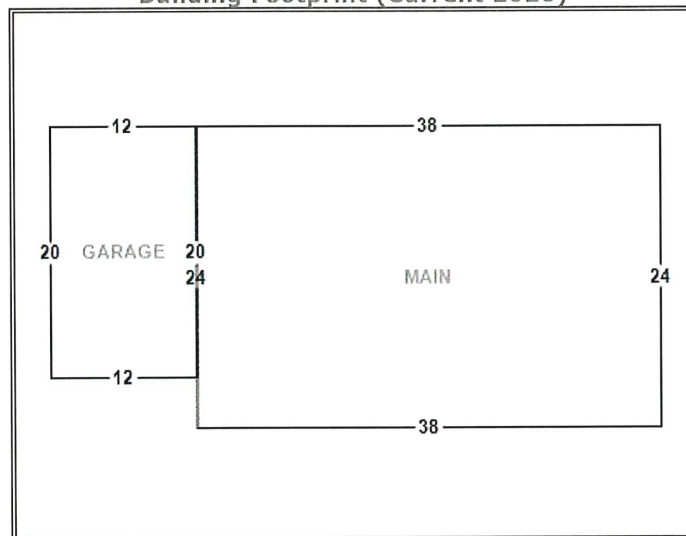
Estimated Taxes (Certified 2019)

	City	School	County and School Equalization	College	Hospital	Special District
Taxing Jurisdiction	DUNCANVILLE	DUNCANVILLE ISD	DALLAS COUNTY	DALLAS CO COMMUNITY COLLEGE	PARKLAND HOSPITAL	UNASSIGNED
Tax Rate per \$100	\$0.743447	\$1.4183	\$0.2531	\$0.124	\$0.2695	N/A
Taxable Value	\$77,379	\$52,379	\$61,904	\$61,904	\$61,904	\$0
Estimated Taxes	\$575.27	\$742.89	\$156.68	\$76.76	\$166.83	N/A
Tax Ceiling	N/A	N/A	N/A	N/A	N/A	N/A
Total Estimated Taxes:						\$1,718.43

DO NOT PAY TAXES BASED ON THESE ESTIMATED TAXES. You will receive an **official tax bill** from the appropriate agency when they are prepared. Please note that if there is an Over65 or Disabled Person **Tax Ceiling** displayed above, **it is NOT reflected** in the Total Estimated Taxes calculation provided. Taxes are collected by the agency sending you the **official** tax bill. To see a listing of agencies that collect taxes for your property. [Click Here](#)

The estimated taxes are provided as a courtesy and should not be relied upon in making financial or other decisions. The Dallas Central Appraisal District (DCAD) does not control the tax rate nor the amount of the taxes, as that is the responsibility of each Taxing Jurisdiction. Questions about your taxes should be directed to the appropriate taxing jurisdiction. We cannot assist you in these matters. These tax estimates are calculated by using the most current certified taxable value multiplied by the most current tax rate. **It does not take into account other special or unique tax scenarios, like a tax ceiling, etc..** If you wish to calculate taxes yourself, you may use the [Tax Calculator](#) to assist you.

Building Footprint (Current 2020)



History

[History](#)

DCAD: Residential Acct Detail

EXHIBIT A

Page 5 of 5

Comment (Current 2020)			
#	Year	Date	Comment
1	1000	01/01/1900	361890 WAP NO VAL CHANGE PER ARB NO SHOW FOR 1990 061592 UPDTD JOY NELL FRAZIER TO F/F PER PROB#92-1300-P3. SENT LETTER TO NOTIFY TP CAR/REC 012097 PER VOL96248/3120 JOY FRAZIER CONV UND 1/4 INTEREST EACH TO GARY RANDALL FRAZIER (1240 TAHOE, MIDLOTHIAN, TX 76065) & SUSAN DIANE FRAZIER WILLBORN (2511 SPRINGER RD, MIDLOTHIAN 76065). REC/JBIGGAR 100497 VOL97164/64 JOY FRAZIER CONV HER REM INT TO GARY FRAZIER & SUSAN WILLBOR N IN EQUAL SHARES. SUSAN'S M/A SAME AS ABOVE.REC/NJENKINS 112497 REMOVED FLAT PRICE. RES/M BEAUCHAMP 071498 WALTER W & JANIE ROWE UPTD TO F/F PER VOL98110/2385. REC/S ANYANWU 082901 REMOVED ADJUSTED VALUE. REVAL 02. RES/G.LEE
4	2008	03/03/2008	REVAL 2008, CHANGE BC FROM BC 3 TO BC 4
5	2008	06/12/2008	The Authorization for N98 - OCONNOR & ASSOCIATES has been added Jun-12-2008 by the user ARBTEMP.
6	2010	07/28/2009	The Authorization for N98 - OCONNOR & ASSOCIATES has been added on Jul-28-2009 by the user ARBTEMP.
7	2010	06/23/2010	INT201000139634 WALTER W ROWE & JANIE L G ROWE CONV THEMSELVES A TRUSTEES OF THE ROWE FAMILY TRUST
8	2011	10/04/2010	REVAL 2011, CHANGE FROM THE SALE TABLE TO THE COST TABLE
9	2011	10/25/2010	The Authorization for N98 - OCONNOR & ASSOCIATES has been added Oct-25-2010 by the user hargrovs.
11	2012	08/10/2011	Per new deed the General Authorization for Agent (N98-OCONNOR & ASSOCIATES) has been deleted on 08/10/2011 by the USER (FRANCOV)
12	2014	12/31/2013	HS APPL RECEIVED IN CS. ROUTED TO PRE FOR PROCESSING. CS/ROBERTSA
13	2014	12/31/2013	AofA RECEIVED IN CS. ROUTED TO A&S FOR PROCESSING. CS/ROBERTSA
15	2014	12/31/2013	HOMESTEAD APPLICATION RECEIVED IN BOX # 718
16	2014	01/06/2014	FILE EXEMPTIONS, RECEIVE AND DEPOSIT REFUNDS FOR PROPERTY TAX YEARS 2012, 2013 & 2014. RESOLVE DISPUTED TAX MATTERS . AGENCY RETROACTIVE TO 2012.
17	2014	01/06/2014	The Authorization for 468 - REFUND ADVISORY CORP has been added Jan-6-2014 by the user FragosoC.
18	2012	02/04/2014	HS exemption added by WESTR
19	2013	02/04/2014	HS exemption added by WESTR
20	2014	02/04/2014	HS exemption added by WESTR

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EXBHIT A

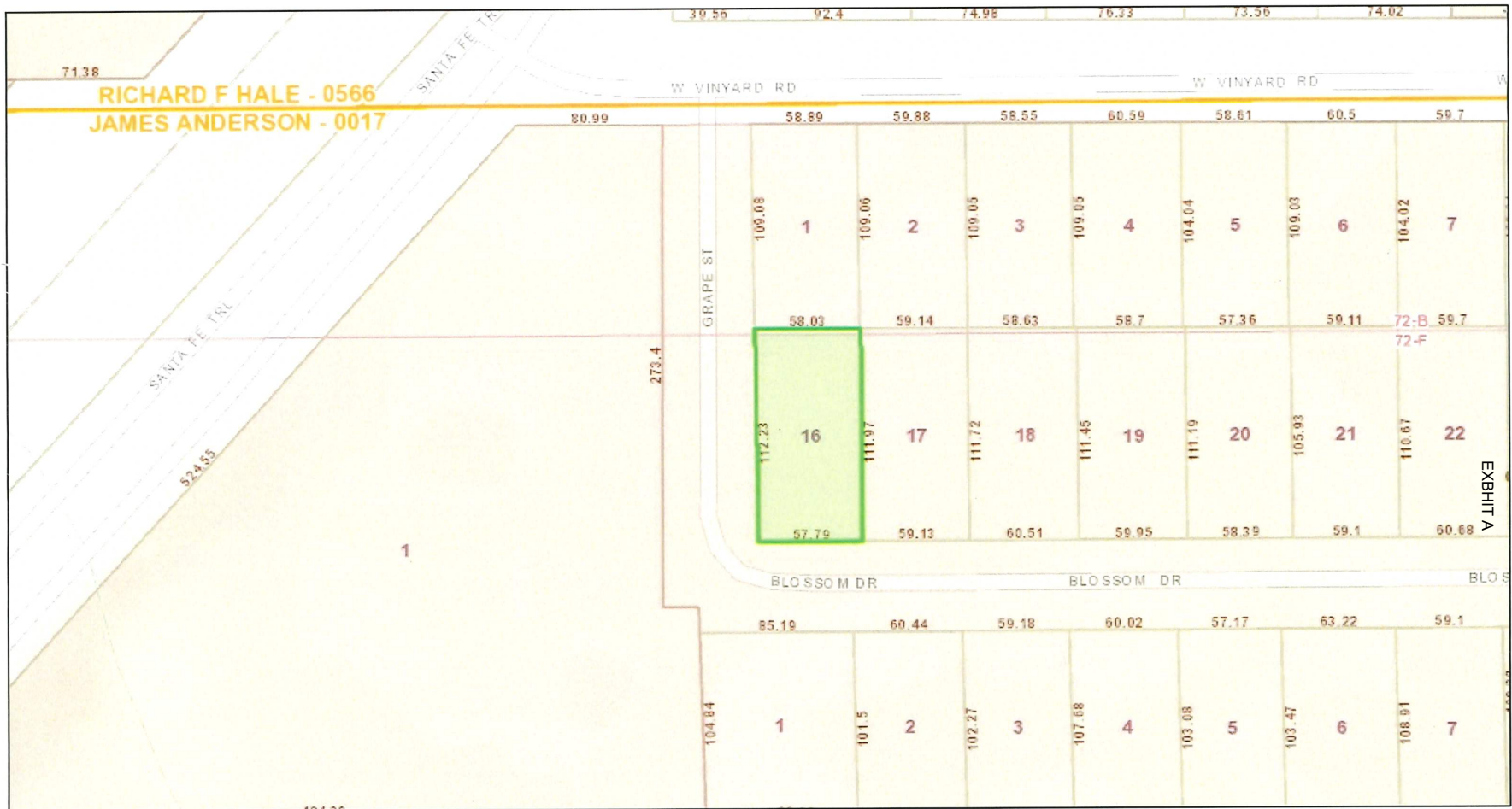


22138500010160000 ✓

359 Blossom Dr.

DCAD ID: 22138500010160000

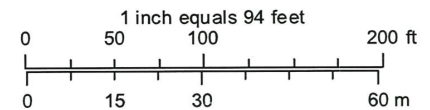
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Dallas Central Appraisal District
2949 N Stemmons Freeway
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(214) 631-1342
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DCAD, NCTCOG, USGS, Esri, Inc

EXBHIT A

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW
2777 N. Stemmons Freeway
Suite 1000
Dallas, TX 75207

(214) 880-0089
(214) 754-7167 - FAX

February 20, 2020

To: Richard Summerlin, Finance Director
City of Duncanville

From: Sandra A. Tei
Client Liaison

RE: SUIT NO. TX-18-02007, DALLAS COUNTY, ET AL VS. ALBERT E. DIXON, ET AL

DCAD Account No.: 22116500020040000

Property Address: 203 Cedar St., Duncanville, Dallas County, Texas

Judgment Years: 2014 - 2018

Judgment Amounts:

Dallas County	\$924.71
Parkland Hospital District	\$1,072.02
Dallas Co Comm Coll Dist	\$471.39
Dallas Co Sch Equal Fund	\$37.52
Duncanville ISD	\$5,713.63
Duncanville	\$3,150.20

City Liens:	\$701.47
Atty Ad Litem Fees:	\$728.19

Post Judgment Year: 2019	
Post Judgment Amount:	\$2,126.29

Payment credits since Judgment :	\$0.00
----------------------------------	--------

Appraised Value at Judgment:	\$70,210.00
Current Appraised Value:	\$70,760.00

A tax lawsuit was filed on the above-referenced property and a judgment authorizing the sale of the property was entered by the court on September 10, 2019. As of today, the judgment amounts remain unpaid. With your permission, Linebarger Goggan Blair & Sampson, LLP, will obtain an Order of Sale, which will allow for the foreclosure and sale of the subject property.

Suit No. TX-18-02007 - ms

Page 1 of 2

Suitkey# 2449822
Account No. 22116500020040000

EXBHIT A

Before we proceed, we are requesting a written directive from you relating to the following matters:

- (1) Permission to proceed to foreclosure and Sheriff's Sale;
- (2) Authorization to the Sheriff of Dallas County to deed this property to your taxing unit in the event the property does not sell at the Sheriff's Sale.

The following represents information our office has on the subject property:

- **Based on the records maintained by the Dallas County Central Appraisal District, this property is not a residential homestead.**
- **Based on the information we have obtained; we are not aware of any contamination on this property. However, LGB&S has not physically inspected and/or conducted tests relative to possible contamination.**
- **There are no active bankruptcies which affect the subject property.**
- **Based upon our research of the Deed Records of Dallas County, Texas, we are not aware of any new city liens filed since the entry of the Judgment.**

City of Duncanville's response

- 1. ☐ Yes, we want to proceed with the Sheriff's Sale.
☐ No, we do not wish to proceed with the Sheriff's Sale.
- 2. ☐ Yes, we are willing to have the property struck off to us if it does not sell.
☐ No, we are not willing to have this property struck off to us.

COMMENTS:

Signature: _____ Date: _____
 Richard Summerlin, Finance Director
 City of Duncanville



[Home](#) | [Find Property](#)
| [Contact Us](#)

Residential Account #22116500020040000

[Location](#) [Owner](#) [Legal Desc](#) [Value](#) [Main Improvement](#) [Additional Improvements](#) [Land](#) [Exemptions](#)
[Tax Abatements](#) [TIF](#) [Estimated Taxes](#) [Building Footprint](#) [History](#) [Comments](#)

Property Location (Current 2020) Address: 203 CEDAR ST
Neighborhood: 4USD03
Mapsc: 72-F (DALLAS)

[DCAD Property Map](#)

[2019 Appraisal Notice](#)

[Electronic Documents \(ENS\)](#)

[View Photo](#)

[File Homestead Exemption Online](#)



[Print Homestead Exemption Form](#)

Owner (Current 2020)

DIXON ALBERT E
8250 CR 310
TERRELL, TEXAS 751617406

Multi-Owner (Current 2020)

Owner Name	Ownership %
DIXON ALBERT E	100%

Legal Desc (Current 2020)

- 1: PAXTON ACRES
- 2: BLK B LOT 4
- 3:
- 4:
- 5: 4701600200400 22211650002

Deed Transfer Date: 1/1/1900

Value

2019 Certified Values	
Improvement:	\$50,760
Land:	+ \$20,000
Market Value:	= \$70,760
Revaluation Year:	2019
Previous Revaluation Year:	2018

DCAD: Residential Acct Detail

EXBHIT A

Page 2 of 5

Improvements (Current 2020)

Building Class	04	Construction Type	FRAME	# Baths (Full/Half)	0/0
Year Built	1952	Foundation	POST	# Kitchens	2
Effective Year Built	1952	Roof Type	GABLE	# Bedrooms	2
Actual Age	68 years	Roof Material	COMP SHINGLES	# Wet Bars	0
Desirability	FAIR	Fence Type	CHAIN	# Fireplaces	0
Living Area	672 sqft	Ext. Wall Material	FRAME	Sprinkler (Y/N)	N
Total Area	672 sqft	Basement	NONE	Deck (Y/N)	N
% Complete	100%	Heating	GAS HEATERS	Spa (Y/N)	N
# Stories	ONE STORY	Air Condition	WINDOW	Pool (Y/N)	N
Depreciation	60%			Sauna (Y/N)	N

Additional Improvements (Current 2020)

#	Improvement Type	Construction	Floor	Exterior Wall	Area (sqft)
1	ATTACHED GARAGE	FR-FRAME	CONCRETE	UNASSIGNED	240

Land (Certified 2019)

#	State Code	Zoning	Frontage (ft)	Depth (ft)	Area	Pricing Method	Unit Price	Market Adjustment	Adjusted Price	Ag Land
1	SINGLE FAMILY RESIDENCES	SINGLE FAMILY RES- 7,200 SF	90	240	21,268.0000 UNASSIGNED	FLAT PRICE	\$20,000.00	0%	\$20,000	N

Exemptions (Certified 2019)

No Exemptions

Exemption Details

Tax Abatements (Certified 2019)

No Abatements.

Tax Increment Financing (TIF) (Certified 2019)

No Tax Increment Financing. (TIF)

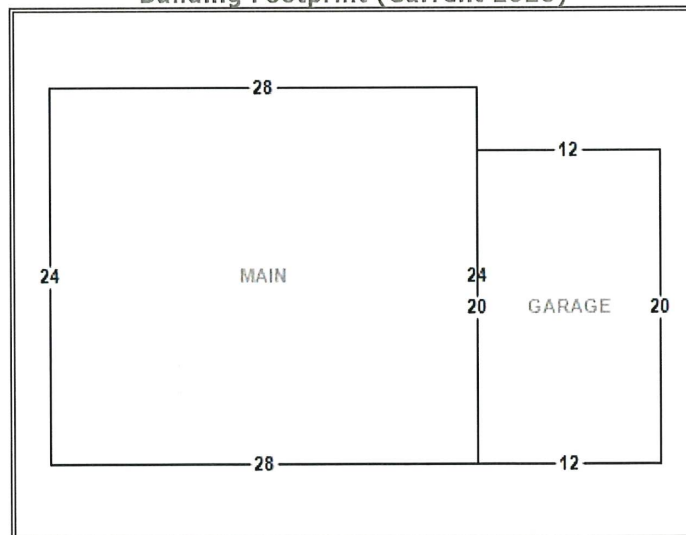
Estimated Taxes (Certified 2019)

	City	School	County and School Equalization	College	Hospital	Special District
Taxing Jurisdiction	DUNCANVILLE	DUNCANVILLE ISD	DALLAS COUNTY	DALLAS CO COMMUNITY COLLEGE	PARKLAND HOSPITAL	UNASSIGNED
Tax Rate per \$100	\$0.743447	\$1.4183	\$0.2531	\$0.124	\$0.2695	N/A
Taxable Value	\$70,760	\$70,760	\$70,760	\$70,760	\$70,760	\$0
Estimated Taxes	\$526.06	\$1,003.59	\$179.09	\$87.74	\$190.70	N/A
Tax Ceiling					N/A	N/A
Total Estimated Taxes:						\$1,987.19

DO NOT PAY TAXES BASED ON THESE ESTIMATED TAXES. You will receive an **official tax bill** from the appropriate agency when they are prepared. Please note that if there is an Over65 or Disabled Person **Tax Ceiling** displayed above, **it is NOT reflected** in the Total Estimated Taxes calculation provided. Taxes are collected by the agency sending you the **official** tax bill. To see a listing of agencies that collect taxes for your property. [Click Here](#)

The estimated taxes are provided as a courtesy and should not be relied upon in making financial or other decisions. The Dallas Central Appraisal District (DCAD) does not control the tax rate nor the amount of the taxes, as that is the responsibility of each Taxing Jurisdiction. Questions about your taxes should be directed to the appropriate taxing jurisdiction. We cannot assist you in these matters. These tax estimates are calculated by using the most current certified taxable value multiplied by the most current tax rate. **It does not take into account other special or unique tax scenarios, like a tax ceiling, etc..** If you wish to calculate taxes yourself, you may use the [Tax Calculator](#) to assist you.

Building Footprint (Current 2020)



History

[History](#)

DCAD: Residential Acct Detail

EXBHIT A

Page 5 of 5

Comment (Current 2020)

#	Year	Date	Comment
1	1000	01/01/1900	072902 ADD DOB/DL INFO PER EX AUDIT EX/JTHOMAS
2	2004	03/24/2004	REVAL 2004. RAISED CDU TO A
4	2007	05/10/2007	APPRAISAL NOTICE FOR TAX YEAR 2007 RETURNED UNDELIVERABLE
6	2008	05/13/2008	APPRAISAL NOTICE FOR TAX YEAR 2008 RETURNED UNDELIVERABLE
7	2013	09/11/2012	CHANGED MAILING ADDRESS PER ALBERT DIXONS NEICE WRITTEN REQUEST. NEICE STATES IN WRITTEN STATEMENT TO TAX OFFICE THAT MR DIXON IS IN THE NURSING HOME
8	2017	09/27/2016	SENT REQ TO REAPPLY PER DPS O/65 AUDIT, CANNOT VERIFY DOB, POSSIBLY DECED, REMV PENDING 2016 HS/SS
10	2017	09/27/2016	REAPPLY REQUEST letter sent to Account on 09/27/2016. Effective 2016 to 2016.
11	2017	11/30/2016	SEND SS RMVL LTR:PER NO RESPONSE REQUEST REAPPLY, SENT 09/27/2016
13	2017	11/30/2016	REMOVAL OVER 65 REQUEST letter sent to Account on 11/30/2016. Effective 2016 to 2016.
14	2017	01/04/2017	CORRES REQ FROM SENIOR CARE CENTER STATING THAT MR DIXON DIED ON 8/16/2013 AND HIS HOUSE BELONGS TO THE MEDICAID RECOVERY PLAN. UNABLE TO ADD (ESTATE OF) UNTIL REC PROOF OF DEATH. REMOVAL PENDING DATE WAS FLAGGED FOR 2/5/2017.
15	2017	04/19/2017	SEND SS FINAL RMVL LTR PER RESPONSE TO SS RMVL LTR SENT 11/30/2016, TP DECD, NO SURV SPOUSE, NO PROOF SENT, REF CMMT 01/04/2017
17	2017	04/19/2017	REMOVAL OVER 65 FINAL REQUEST letter sent to Account on 04/19/2017. Effective 2014 to 2017.
18	2017	09/11/2017	RMVD HS/SS EXS, 2014-2017 TAX YRS PER NO RESPONSE TO SS FINAL SENT ON 04/19/2017:SEND CERTIF RMVL LTR:TP DECD (DOD081613), NO SURV SPOUSE, REF 01/04/2017 CMMT
19	2014	09/11/2017	HS exemption removed by JONESS
20	2015	09/11/2017	HS exemption removed by JONESS
21	2016	09/11/2017	HS exemption removed by JONESS
22	2017	09/11/2017	HS exemption removed by JONESS
23	2018	09/11/2017	HS exemption removed by JONESS
25	2018	09/11/2017	REMOVAL REQUEST letter sent to Account on 09/11/2017. Effective 2014 to 2017.

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203 Cedar St.

DCAD ID: 22116500020040000

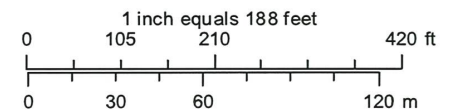
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