



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, May 16, 2023

6:00 P.M. - Work Session/Briefing

7:00 P.M. - Regular Session

or immediately following the 6:00 pm Work Session/Briefing

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

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

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

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

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person, broadcast by website and social media channels, and by video conference at 6:00 pm on Tuesday, May 16, 2023 in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

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

To view the live meeting or previous meetings click on the link below.

<https://duncanvilletx.new.swagit.com/views/454/>

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

- Submit a comment by 4:00 p.m. on Tuesday, May 16, 2023.
- Email citysecretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, May 16, 2023
- First Name, Last Name, and Address

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

- A. 2023 City Council Calendar 6 - 12
[2023 City Council Calendar](#)

3. BRIEFINGS / PRESENTATIONS

- A. Briefing Item - Ladd Property Update to City Council 13 - 14
[Briefing Item - Ladd Property Update to City Council - Pdf](#)
- B. Council to receive a briefing on possibly adopting the International Solar Energy Provisions, 2015 ed., from the International Building Code. 15
[Briefing on Adoption of the 2015 Solar Code - Pdf](#)

CANVASS OF ELECTION AND OATHS

1. Consider a Resolution Canvassing and Declaring the results of the May 6th, 2023, General Election for Councilmember At-Large and Councilmembers for Districts one (1), three (3) and five (5). 16 - 19
[Canvassing and Declaring the results of the May 6, 2023, General Election - Pdf](#)
2. Candidates receiving the majority of the votes for their respective districts will be sworn in by the City Secretary, after which each will take their seat on the dais.

RECESS FOR RECEPTION

1. Recognize and show appreciation to outgoing At-Large Councilmember Patrick Harvey, for his service.

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

CALL TO ORDER

INVOCATION

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

- A. Mayor's Report.
- B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

- A. Proclamation for Emergency Medical Services Week. 20 - 21
[Proclamation for Emergency Medical Services Week](#)
- B. Proclamation for Asian American and Pacific Islander Heritage Month. 22 - 23
[Proclamation - Asian American and Pacific Islander Heritage Month](#)

3. CITIZENS' INPUT

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

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

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

4. CONSENT AGENDA

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

- A. Consider a Resolution awarding RFB 23-0003 Swan Ridge Dr. Reconstruction and Beaver Creek and Shady Tree Place Waterline Replacement to SYBB Construction Co., Inc. through the City's competitive bid process, with an estimated expenditure amount of \$2,596,620.00. 24 - 38
[Swan Ridge Drive Reconstruction and Beaver Creek and Shady Tree Place Waterline Replacement](#)
- B. Consider a Resolution approving the Interlocal Agreements between the City of Desoto, Texas and the City of Duncanville, Texas to partner in the Crisis Assessment and Resource Engagement (CARE) Team to provide prevention and follow-up activities in response to individuals and their families/support systems experiencing behavioral health needs in order to lessen the frequency of crisis interventions that require Police Patrol or Fire Rescue Response, Emergency Hospitalization, or Arrest/Incarceration. The term of the agreement shall 39 - 56

begin on May 1, 2023, and end on April 30, 2024, unless terminated earlier under any provisions in the Interlocal Agreement. The parties may mutually agree on an extension to this agreement by written amendment and mutual approval of the parties.

[CARE Team \(Mental Health Unit\)](#)

- C. Consider a Resolution authorizing the purchase of Emergency Medical Supplies from Bound Tree Medical Products, Inc., through the City of Midlothian Contract 2020-28 for the unit price bid with an estimated total expenditure amount of \$245,000.00. 57 - 116

[Authorization to purchase Emergency Medical Supplies from Bound Tree Medical Products, Inc.](#)

- D. Consider a Resolution rejecting the previous bids approved by Resolution 2022-059, awarding a bid for the purchase and installation of eight HVAC units and approving the award of RFP 23-0011 to Air Kool Heating & Air, LLC for heating and air conditioning installation in the unit price bid attached hereto and incorporated herein as Exhibit "A," for an estimated expenditure not to exceed the amount of \$107,136.00 for HVAC at the municipal annex at 103 E. Wheatland Road, Duncanville, Texas. 117 - 125

[Heating and Air Conditioning Installation](#)

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Consider a resolution authorizing a Grant of Hotel Occupancy Tax Funds from the Fiscal Year 2022-23 Budget in an amount not to exceed \$6,400 to College Football Officiating Development, LLC (CFOD). 126 - 140

[HOT Grant FY23 Funding-College Football Officiating Development, LLC \(CFOD\)](#)

- B. Consider a resolution authorizing approval of an incentive grant by the Duncanville Community and Economic Development Corporation (DCEDC) to Italy Family Pharmacy Inc. not to exceed \$6,750 for a building located at 102 E. Daniieldale Road #101, Duncanville, Texas 75137. 141 - 163

[Signage Incentive Grant-Italy Family Pharmacy](#)

- C. Consider a resolution authorizing approval of an incentive grant by the Duncanville Community and Economic Development Corporation (DCEDC) to Jones Inck, LLC, in an amount not to exceed \$6,240.33 for a building located at 206 N. Main Street, Duncanville, Duncanville, Texas 75116. 164 - 189

[Signage Incentive Grant-Jones Inck LLC](#)

- D. Consider a resolution authorizing approval of an incentive grant by the Duncanville Community and Economic Development Corporation (DCEDC) TO WOW Beauty & Barber Lounge, LLC, in an amount not to exceed \$23,157 for a building located at 242 W. Wheatland Road, Duncanville, Texas 75116. 190 - 221

[DCEDC Design Incentive Grant-WOW Beauty & Barber Lounge, LLC](#)

- E. Consider a resolution authorizing the approval of an incentive grant agreement by the Duncanville Community and Economic Development Corporation (DCEDC) to Hav-R Charburger in an amount not to exceed 222 - 250

\$28,000 for a building located at 606 S. Clark Road, Duncanville, Texas 75137.

[Signage Incentive Grant-Hav-R-Charburger](#)

6. STAFF AND BOARD REPORTS

None.

EXECUTIVE SESSION

1. "City Council shall convene into closed Executive Session pursuant to Section 551.074 of the Texas Local Government Code, Personnel Matters to discuss the appointment, process, employment, evaluation, performance, reassignment, duties, discipline or dismissal of the City Manager and current Interim City Manager."

RECONVENE INTO OPEN SESSION.

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

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Friday, May 12, 2023, by 6:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Kristin Downs, Interim City Secretary

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

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



STAFF REPORT

MEETING: City Council - 16 May 2023

TITLE:

2023 City Council Calendar

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Kristin Downs, Interim City Secretary
Ke'Ryne Smith, City Management Fellow

BACKGROUND/HISTORY:

The City Council receives an annual calendar to inform its schedule of events, conferences, and City Council Meetings.

POLICY EXPLANATION:

To allow the City Council to consider its calendars of upcoming events on a monthly basis that informs the City Council's annual calendar.

FUNDING SOURCE:

ORG and Object Number

N A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Receive the 2023 Calendar.
2. Other actions as directed by Council.

ATTACHMENTS:

[2023 City Council Calendar, May through August](#)

2023

IMPORTANT DATES

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	*18	*19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	*17	*18
19	20	21	22	23	24	25
26	27	28				

JANUARY 18

First Filing Date for Election Ballot

JANUARY 19

Celebrate Duncanville Event

FEBRUARY 17

Last Legal Filing Date for Election Ballot

MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	
5	6	7	8	9	*10	11
12	13	*14	*15	16	17	18
19	20	*21	22	*23	24	*25
26	27	28	29	30	31	

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
						*1
2	3	4	5	6	7	*8
9	10	11	12	*13	14	*15
16	17	18	19	*20	21	22
23	*24	25	26	27	28	*29
30						

MARCH 24 - 28

National League of Cities Congressional City Conference (NLC)

APRIL 24

First Day of Early Voting

MAY 2

Last Day of Early Voting

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
	1	*2	3	*4	5	*6
7	8	9	10	11	12	*13
14	*15	*16	17	18	19	*20
21	22	23	24	25	26	*27
28	*29	30	31			

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	*15	16	*17
18	*19	20	21	22	23	24
25	26	27	28	29	30	

MAY 6

Election Day

MAY 21 - 23

International Council of Shopping Centers Conference (ICSC)

JULY 4

City Council Meeting: **CANCELED**

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	*4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
		*1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST 1

Submission of New Proposed Budget to Council

SEPTEMBER 30

End of Fiscal Year (FY23)

OCTOBER 1

Start of new Fiscal Year (FY24)

SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
						*1
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	*23
24	25	26	27	28	29	*30

OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
*1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

OCTOBER 4 - 6

Texas Municipal League Annual Conference and Exhibition (TML)

**** ALL DATES ARE SUBJECT TO CHANGE ****

Color Key:
Coffee with the Mayor
City Holidays
Election Day
Conferences
City Council Meetings

Symbol Key:

- ★ Important Event/Occurrence
- S Special Called City Council Meeting
- C Town Hall / Community Meeting
- ▶ Further Action Needed from City Council



May 2023

May 2023						
Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6
14	8	9	10	11	12	13
21	15	16	17	18	19	20
28	22	23	24	25	26	27

June 2023						
Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	1	2	3
11	12	13	14	8	9	10
18	19	20	21	15	16	17
25	26	27	28	22	23	24

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 30	May 1 Early Voting (7 a.m. - 7 p.m.) Last Day of Early Voting 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	2	3	4 12:00pm National Day of Prayer (Duncanville Recreation Center)	5	6 Election Day (7 a.m. - 7 p.m.) 8:00am Keep Duncanville Beautiful Community Clean-Up Day (Lakeside)
7	8	9	10	11	12	13 8:30pm Movies in the Park - Jumanji: The Next Level (Armstrong Park)
14	15 Earliest Day to Canvass 6:00pm National Police Memorial Day (Duncanville Police Department)	16 Official Canvass Date 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	17	18	19	20 7:00pm Concerts in the Park - Payton Howie (Armstrong Park)
21 International Council of Shopping Centers Conference (ICSC) (Las Vegas)	22	23	24	25 12:00pm Coffee with the Mayor (D.L. Hopkins Senior Center)	26	27 9:00am Fire Truck Pull - Special Olympics (Armstrong Park (200 James Collins Blvd, Duncanville, TX 75116))
28	29 10:00am Veterans Memorial Ceremony (Memorial Park)	30	31	Jun 1	2	3

June 2023

June 2023							July 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	1	2	3	2	3	4	5	6	7	1
11	12	13	14	8	9	10	9	10	11	12	13	14	8
18	19	20	21	15	16	17	16	17	18	19	20	21	15
25	26	27	28	22	23	24	23	24	25	26	27	28	22
				29	30		30	31					29

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 28	29	30	31	Jun 1	2	3
4	5	6 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	7	8 Council Pre- Budget Workshop (FY23 and FY24)	9	10
11	12	13	14	15 OR Council Pre- Budget Workshop (FY23 and FY24)	16	17 5:00pm Juneteenth Celebration (Armstrong Park)
18	19 City Holiday	20 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	21	22 12:00pm Coffee with the Mayor (D.L. Hopkins Senior Center)	23	24
25	26	27	28	29	30	Jul 1

July 2023

July 2023							August 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	6	7	1	2	3	4	5
9	10	11	12	13	14	8	13	14	8	9	10	11	12
16	17	18	19	20	21	15	20	21	15	16	17	18	19
23	24	25	26	27	28	22	27	28	22	23	24	25	26
30	31					29			29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 25	26	27	28	29	30	Jul 1
2	3	4 City Council Meeting: CANCELED City Holiday	5	6	7	8
9	10	11	12	13	14	15
16	17	18 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	19	20	21	22
23	24	25	26	27 12:00pm Coffee with the Mayor (D.L. Hopkins Senior Center)	28	29
30	31	Aug 1	2	3	4	5

August 2023

August 2023							September 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	1	2	3	4	5	3	4	5	6	7	1	2
13	14	8	9	10	11	12	10	11	12	13	14	15	16
20	21	15	16	17	18	19	17	18	19	20	21	22	23
27	28	22	23	24	25	26	24	25	26	27	28	29	30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 30	31	Aug 1 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	2	3	4	5
6	7	8	9	10 City Manager Budget Town Hall	11	12
13	14	15 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	16	17	18	19
20	21	22	23	24 Public Hearing on Tax Rate and Budget (tentative) 12:00pm Coffee with the Mayor (D.L. Hopkins)	25	26
27	28	29 Adoption of FY24 Budget	30	31	Sep 1	2



STAFF REPORT

MEETING: City Council - 16 May 2023

TITLE:

Briefing Item - Ladd Property Update to City Council

Vision Statement:

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

STAFF RESPONSIBLE:

Agustin Garcia, Managing Director of Development Services

Jeremy Tennant, Director of Planning and Neighborhood Services

Nathan Warren, Senior Planner

BACKGROUND/HISTORY:

On December 20, 2022, the Planning staff provided the City Council with a draft timeline of the steps necessary to enact a zoning change and comprehensive plan amendment for the Ladd Property. The City Council requested monthly updates on the process.

Step 1	Conduct public meetings and meet with Municipal Boards and Commissions	January and February 2023
Step 2	Process public input pertaining to Opportunity Area 8 and implement strategy reflected in Five-year Comprehensive Plan Update	End of March/Beginning of April 2023
Step 3	Initiate zoning change request and text amendment	End of March/Beginning of April 2023
Step 4	An application for a zoning change and a text amendment will be filed with city staff, per the direction of the City Manager	End of March/Beginning of April 2023

Step 5	City staff will prepare a case report, send notification to property owners within 200 ft. of the subject property, notice by newspaper, and place the zoning change request on the next Planning and Zoning Commission regular meeting and define land use category for the zoning text amendment	End of April/Beginning of May 2023
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Step 6	The Planning and Zoning Commission will consider the zoning change request and text amendment, and make a recommendation to City Council	June 2023
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Step 7	City Council will consider the zoning change request and text amendment	July 2023
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POLICY EXPLANATION:

Council will use the information gathered by staff and recommended by the Planning and Zoning Commission, Keep Duncanville Beautiful, Economic Development Corporation and Neighborhood Vitality Commission to determine the appropriate land use designation for the Ladd Property.

FUNDING SOURCE:

ORG and Object Number

N/A

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$0.00	\$0.00	\$0.00

ACTION ALTERNATIVES:

1. Provide feedback on the timeline and process.
2. Make recommendations on changes to the timeline and process.
3. Other actions as directed by Council.



STAFF REPORT

MEETING: City Council - 16 May 2023

TITLE:

Council to receive a briefing on possibly adopting the International Solar Energy Provisions, 2015 ed., from the International Building Code.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Mark Hardin, Building Official

BACKGROUND/HISTORY:

In 2015 the International Building Code developed the First Solar Energy Provisions, which developed all the standards and the 2014 National Electrical Code together in one book which would make it easier for the Solar Energy providers. Before 2015, they had to gather several different books to ensure that they kept their Solar Work in compliance with the code.

POLICY EXPLANATION:

Adoption of the 2015 Solar Code will make it easier for contractors who do business in the City to know which regulations they are working under.

FUNDING SOURCE:

ORG and Object Number

N A

Available Budget

0.00

Purchase Amount

0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Council to receive a briefing on the 2015 Solar Code.



STAFF REPORT

MEETING: City Council - 16 May 2023

TITLE:

Consider a Resolution Canvassing and Declaring the results of the May 6th, 2023, General Election for Councilmember At-Large and Councilmembers for Districts one (1), three (3) and five (5).

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Kristin Downs, Interim City Secretary

BACKGROUND/HISTORY:

The Joint Election Agreement and Election Services Contract between the City of Duncanville, Dallas County, and other jurisdictions in Dallas, Collin, and Denton Counties, was to conduct a Joint Election held on Saturday, May 6, 2023; and provides that the Dallas County Elections Administrator is responsible for the preparation of the unofficial canvass report; and will provide by email a copy of the unofficial canvass to each Participating Political Subdivision after all returns, provisional ballots, and late overseas ballots, have been tabulated.

Per the Dallas County Elections Department, canvass may not be conducted until all Election Day (ED) Provisional and Federal Postcard Application (FPCA) (Overseas) ballots have been counted. The last day to receive FPCA Ballots is Friday, May 12, 2023. The Ballot Board, by the election code, has until Monday, May 15th to count both Provisional and FPCA ballots and then provide them to Central Count for counting. The last day to canvass for the May 6, 2023 General Election is Wednesday, May 17, 2023.

As of Friday, May 12, 2023 the City Secretary has not received the final voting results. Once received the City Secretary will upload the new Resolution to reflect the final voting totals for Canvassing the May 6, 2023 General Election results.

The Unofficial Results (Attachment 1).

POLICY EXPLANATION:

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

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

[Attachment 1 - Unofficial Results](#)

City of Duncanville
 May 6, 2023 Joint & Special Election
Unofficial Election Results
 as Reported by Dallas County Elections Department



Duncanville For Member of Council	At-Large				
	TOTAL	EV-In Person	EV-Mail	EV-ED Provision	Election Day
DeMonica Gooden	703	685	12	0	6
Patrick LeBlanc	413	402	9	0	2
Total Votes Cast	1,116	1,087	21	0	8

Duncanville For Member of Council	District 1				
	TOTAL	EV-In Person	EV-Mail	EV-ED Provision	Election Day
Joe Veracruz	261	254	4	0	3
Total Votes Cast	261	254	4	0	3

Duncanville For Member of Council	District 3				
	TOTAL	EV-In Person	EV-Mail	EV-ED Provision	Election Day
Jeremy Koontz	194	192	2	0	0
La'Trena Barrett	28	27	1	0	0
Total Votes Cast	222	219	3	0	0

City of Duncanville
 May 6, 2023 Joint & Special Election
Unofficial Election Results
 as Reported by Dallas County Elections Department



Duncanville For Member of Council	District 5				
	TOTAL	EV-In Person	EV-Mail	EV-ED Provision	Election Day
Greg Contreras	185	182	2	0	1
Homer Fincannon	38	32	4	0	2
Total Votes Cast	223	214	6	0	3

100 % of ballots cast reported through May 6, 2023. Subject to change based on any overseas ballots received and provisional ballots cured. Spanish and Vietnamese language results forthcoming.

Janie Willman, City Secretary

Results posted at 10:15 p.m. on May 6, 2023



STAFF REPORT

MEETING: City Council - 16 May 2023

TITLE:

Proclamation for Emergency Medical Services Week.

Vision Statement:

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

STAFF RESPONSIBLE:

Sam Rohde, Fire Chief

Greg Chase, Assistant Fire Chief

Kevin Bragg, EMS Division Chief

BACKGROUND/HISTORY:

Proclamation recognizing May 21 - 27, 2023 as Emergency Medical Services Week, with May 24th being Emergency Medical Services for Children Day.

POLICY EXPLANATION:

Proclamation recognizing May 21 - 27, 2023 as Emergency Medical Services Week, with May 24th being Emergency Medical Services for Children Day.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. N/A

ATTACHMENTS:

[EMS Week Proclamation 2023](#)

OFFICE OF THE MAYOR



Duncanville
City of Champions

Proclamation

- WHEREAS,** Emergency medical services are a vital public service; and
- WHEREAS,** The members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and
- WHEREAS,** Access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and
- WHEREAS,** The emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, first responders, educators, administrators and others; and
- WHEREAS,** The members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and
- WHEREAS,** It is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the city of Duncanville, Texas, in recognition of this event do hereby proclaim the week of May 21-27, 2023, with May 24th being Emergency Medical Services for Children (EMSC) Day; as

EMERGENCY MEDICAL SERVICES WEEK

With the theme, "This is EMS: Rising to the Challenge," I encourage the community to observe this week with appropriate programs, ceremonies, and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 17th day of May, 2022.

Mayor, The City of Duncanville



STAFF REPORT

MEETING: City Council - 16 May 2023

TITLE:

Proclamation for Asian American and Pacific Islander Heritage Month.

Vision Statement:

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

STAFF RESPONSIBLE:

Kristin Downs, Interim City Secretary

BACKGROUND/HISTORY:

Proclamation recognizing the month of May as Asian American and Pacific Islander Heritage Month.

POLICY EXPLANATION:

Proclamation recognizing the month of May as Asian American and Pacific Islander Heritage Month.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. N/A

ATTACHMENTS:

[Proclamation](#)

OFFICE OF THE MAYOR



WHEREAS, Throughout our Nation's history, Americans of Asian and Pacific Islander descent have made significant contributions to every aspect of our society, from business and politics to literature and the arts. Their accomplishments have enriched our Nation and stand as a testament to the power of the American Dream, and

WHEREAS, The origin of Asian American and Pacific Islander Heritage Month dates back to the 95th Congress in 1977-1978 when five joint resolutions were introduced. Public Law No. 95-419 directed the President to issue a proclamation designating the week of May 4, 1979, as Asian/Pacific American Heritage Week. Presidents Carter, Reagan, and Bush issued proclamations during their terms. In 1990, Public Law No. 101-283 requested the President to expand the observance to the Month of May, which President George H.W. Bush did on May 7, 1990, and

WHEREAS, Generation after generation, Asian Americans and Pacific Islanders have forged a proud legacy that reflects the spirit and values of our Nation, inspiring examples as leaders and trailblazers, united by a common hope for civil rights, equal treatment, and a better future for America, and

WHEREAS, This month, we recognize the more than 20 million Americans of Asian and Pacific Islander descent who make irreplaceable contributions to our Nation's economy, security, and culture. We are grateful for those who have served and are serving in our Armed Forces, and those serving our communities as first responders.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas do hereby proclaim the month of May 2023 as Asian American and Pacific Islander Heritage Month and call upon all Duncanville citizens to join together in commemorating the rich heritage and contributions made to our City by these peoples.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 16th day of May, 2022.

Mayor, The City of Duncanville



STAFF REPORT

MEETING: City Council - 16 May 2023

TITLE:

Consider a Resolution awarding RFB 23-0003 Swan Ridge Dr. Reconstruction and Beaver Creek and Shady Tree Place Waterline Replacement to SYBB Construction Co., Inc. through the City's competitive bid process, with an estimated expenditure amount of \$2,596,620.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Jacqueline R. Culton, MBA, PE, Director of Public Works (Interim)

BACKGROUND/HISTORY:

After inspection of Swan Ridge Drive, from Cedar Hill Road to Birdwood Drive, the City determined the road surface had deteriorated beyond repair and needed total reconstruction in conjunction with the replacement of existing subsurface utilities. A slow leak in the waterlines underlying Beaver Creek Drive and Shady Tree Place was also identified. The leak, along with the waterlines' age, necessitates replacement.

On January 19, 2021, City Council approved a Professional Engineering Services Agreement with Burgess & Niple to prepare plans and construction specifications for pavement reconstruction and subsurface utilities (water, wastewater, and drainage) along Swan Ridge Drive, from Cedar Hill Road to Birdwood Drive, and replacing an 8" water main along Beaver Creek Drive (Shady Tree Place to Green Tree Lane) and Shady Tree Place in its entirety.

POLICY EXPLANATION:

The City publicly advertised RB 23-0003 Swan Ridge Dr. Reconstruction and Beaver Creek and Shady Tree Place Waterline Replacement through Public Purchase on March 15, 2023, and March 22, 2023. One bid was received in response to the request for bids. Staff reviewed the bid, bidder's qualifications, and references and recommends the award of RFB 23-0003 to SYB Construction, Co., Inc., the sole bidder, deemed responsive and responsible. This project was bid in compliance with Texas municipal purchasing statutes.

FUNDING SOURCE:**ORG and Object Number**

17100000-708102, 20100000-708102, and 15050000-708102

Available Budget

\$1,104,638.00

Purchase Amount

\$2,596,620.00

After Encumber

-\$1,491,982.00

ACTION ALTERNATIVES:

1. Approve the award of RFB 23-0003 Swan Ridge Dr. Reconstruction and Beaver Creek and Shady Tree Place Waterline Replacement to SYBB Construction Co., Inc. through the City's competitive bid process, with an estimated expenditure amount of \$2,596,620.00 and approve an FY23 budget modification to appropriate \$1,491,982.00 from the budget.
2. Do not approve the award of RFB 23-0003 Swan Ridge Dr. Reconstruction and Beaver Creek and Shady Tree Place Waterline Replacement to SYBB Construction Co., Inc. through the City's competitive bid process, with an estimated expenditure amount of \$2,596,620.00. Do not approve an FY23 budget modification to appropriate \$1,491,982.00 from the budget.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-034 - Swan Ridge Drive Reconstruction and Beaver Creek and Shady Tree Place Waterline Replacement with Exhibit](#)

RESOLUTION NO. 2023-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDED RFB 23-0003 SWAN RIDGE DR. RECONSTRUCTION AND BEAVER CREEK AND SHADY TREE PLACE WATERLINE REPLACEMENT TO SYB CONSTRUCTION CO., INC. THROUGH THE CITY'S COMPETITIVE BID PROCESS, WITH AN ESTIMATED EXPENDITURE AMOUNT OF \$2,596,620.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to making infrastructure improvements to the City's street and utility infrastructure; and

WHEREAS, improvements are needed along segments of Swan Ridge Drive, Beaver Creek, and Shady Tree Place (Project); and

WHEREAS, the City has obtained a competitive sealed bid for the improvements per RFB 23-0003 and recommends awarding the bid to the lowest responsible bidder meeting specifications in the amount bid; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award RFB 23-0003 to SYB Construction Co., Inc. in the amount of \$2,596,620.00.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards RFB 23-0003 and authorizes a contract with SYB Construction Co., Inc. in the amount of \$2,596,620.00 for street and utility infrastructure improvements for the Project.

SECTION 2. The City Council of the City of Duncanville, Texas, authorizes the City Manager or designee to execute the appropriate and necessary contracts and documents after approval as to form by the City Attorney and compliance with the payment, performance and maintenance bonds required by law.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 16th day of May, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A

RFB 23-0003 SWAN RIDGE DR. RECONSTRUCTION & BEAVER CREEK DR. & SHADY TREE PL. WATERLINE REPLACEMENT

PART 5 - BID SCHEDULE					SYB CONSTRUCTION CO., INC. IRVING, TX	
Item No.	Spec. No.	Quantity	Unit	DESCRIPTION	Unit Price in Figures	Extended Amount
1	1	1	LS	Trench Safety Design Complete in place for the sum of: Twenty Five Hundred dollars and Zero cents per lump sum.	\$2,500.00	\$2,500.00
2	2	1	LS	Mobilization & Project Incidentals (Not to Exceed 5% of Bid Total) Complete in place for the sum of: One Hundred Thousand dollars and Zero cents per lump sum.	\$100,000.00	\$100,000.00
3	3	1	LS	Traffic Control Plan/ Installing and Maintaining Traffic Control Devices Complete in place for the sum of: Forty Five Thousand Two Hundred dollars and Zero cents per lump sum.	\$45,200.00	\$45,200.00
4	4	1	LS	SWPPP & Erosion Control, Complete In Place, Maintained, and Removed. Complete in place for the sum of: Fifteen Hundred dollars and Zero cents per lump sum.	\$1,500.00	\$1,500.00
5	5	12	LS	Irrigation System Repair by Licensed Irrigator (Swan Ridge Dr.)(Includes Drip Irrigation Between Curb & Sidewalk) Complete in place for the sum of: Two Thousand dollars and Zero cents per lump sum.	\$2,000.00	\$24,000.00
6	6	2	LS	Project Sign Complete in place for the sum of: Eight Hundred Fifty dollars and Zero cents per lump sum.	\$850.00	\$1,700.00
7	7	359	LS	Unclassified Excavation Complete in place for the sum of: Seventy dollars and Zero cents per lump sum.	\$70.00	\$25,130.00
8	8	255	LS	Remove Concrete Pavement (Drives & Alleys) Complete in place for the sum of: Twenty Five dollars and Zero cents per lump sum.	\$25.00	\$6,375.00
9	9	1,578	LS	Remove Separate Cone. Curb & Gutter Complete in place for the sum of: Eleven dollars and Zero cents per lump sum.	\$11.00	\$17,358.00
10	8	2,322	SY	Remove Asphalt Pavement Complete in place for the sum of: Ten dollars and Zero cents per lump sum.	\$10.00	\$23,220.00

Page 3 of 13

11	10	7,328	SF	Remove Cone. Sidewalk Complete in place for the sum of: Three dollars and Zero cents per lump sum.	\$3.00	\$21,984.00
12	11	8,506	SF	Construct 4-inch Conc. Sidewalk Complete in place for the sum of: Nine dollars and Zero cents per lump sum.	\$9.00	\$76,554.00
13	11	325	SF	Construct Conc. Sidewalk Integral with Retaining Wall Complete in place for the sum of: Seventeen dollars and Zero cents per lump sum.	\$17.00	\$5,525.00
14	12	20	LF	Construct 30-inch Wide Conc. Curb & Gutter Complete in place for the sum of: Fifty dollars and Zero cents per lump sum.	\$50.00	\$1,000.00
15	13	70	SY	6-inch Type D Asphalt Pavement Complete in place for the sum of: One Hundred Seventy Five dollars and Zero cents per lump sum.	\$175.00	\$12,250.00
16	14	40	SY	Type II Permanent Pavement Repair (6" Conc with 2" HMAC) Complete in place for the sum of: Two Hundred Ten dollars and Zero cents per lump sum.	\$210.00	\$8,400.00
17	15	2,648	SY	Construct 6-inch 4,000 PSI Reinforced Concrete Street Pavement with Integral Curb Complete in place for the sum of: One Hundred dollars and Zero cents per lump sum.	\$100.00	\$264,800.00
18	15	255	SY	Construct 6-inch 4,000 PSI Reinforced Concrete Driveway & Alley Pavement Complete in place for the sum of: One Hundred Eighty-Five dollars and Zero cents per lump sum.	\$185.00	\$47,175.00
Item No.	Spec. No.	Quantity	Unit	DESCRIPTION	Unit Price in Figures	Extended Amount
19	16	3,033	SY	Lime Stabilized Subgrade - 6" Depth Complete in place for the sum of: Fifteen dollars and Fifty cents per lump sum.	\$15.50	\$47,011.50
20	16	54.7	TON	Hydrated Lime (36 LBS / SY) Complete in place for the sum of: Four Hundred Twenty Five dollars and Zero cents per lump sum.	\$425.00	\$23,247.50
21	17	10	EA	Construct Barrier Free Ramp Complete in place for the sum of: Thirty Four Hundred Fifty dollars and Zero cents per lump sum.	\$3,450.00	\$34,500.00

Page 4 of 13

22	18	1	EA	Remove & Reset Brick Mailbox Complete in place for the sum of: Forty Four Hundred dollars and Zero cents per lump sum.	\$4,400.00	\$4,400.00
23	18	10	EA	Remove & Reset Non-Brick Mailbox (regardless of post type) Complete in place for the sum of: Three Hundred Fifteen dollars and Zero cents per lump sum.	\$315.00	\$3,150.00
24	19	1,205	SY	Furnish and Install Grass Sodding to Match Existing Complete in place for the sum of: Twenty Two dollars and Zero cents per lump sum.	\$22.00	\$26,510.00
25	20	60	LS	18" CL III RCP Storm Pipe (Furnish and Install) Complete in place for the sum of: One Hundred Ninety Five dollars and Zero cents per lump sum.	\$195.00	\$11,700.00
26	20	81	LS	21" CL III RCP Storm Pipe (Furnish and Install) Complete in place for the sum of: Two Hundred Fifteen dollars and Zero cents per lump sum.	\$215.00	\$17,415.00
27	20	65	LS	24" CL III RCP Storm Pipe (Furnish and Install) Complete in place for the sum of: Two Hundred Thirty dollars and Zero cents per lump sum.	\$230.00	\$14,950.00
Item No.	Spec. No.	Quantity	Unit	DESCRIPTION	Unit Price in Figures	Extended Amount
28	20	51	LF	48" CL III RCP Storm Pipe (Furnish and Install) Complete in place for the sum of: Four Hundred Ninety dollars and Zero cents per lump sum.	\$490.00	\$24,990.00
29	21	3	EA	10-foot Storm Water Inlet (Furnish and Install) Complete in place for the sum of: Eight Two Hundred Fifty dollars and Zero cents per lump sum.	\$8,250.00	\$24,750.00
30	21	1	EA	15-foot Storm Water Inlet (Furnish and Install) Complete in place for the sum of: Thirteen Thousand Three Hundred dollars and Zero cents per lump sum.	\$13,300.00	\$13,300.00
31	21	1	EA	20-foot Storm Water Inlet (Furnish and Install) Complete in place for the sum of: Eighteen Thousand Three Hundred dollars and Zero cents per lump sum.	\$18,300.00	\$18,300.00
32	21	1	EA	Construct 4-foot Drop Inlet. Complete in place for the sum of: Ten Thousand Four Hundred dollars and Zero cents per lump sum.	\$10,400.00	\$10,400.00

Page 5 of 13

33	22	1	EA	Safety End Treatment for Prop. 18" RCP Culvert Complete in place for the sum of: Thirty Eight Hundred dollars and Zero cents per lump sum.	\$3,800.00	\$3,800.00
34	23	2	EA	Remove Ex. 5' Storm Water Inlet Complete in place for the sum of: Seven Hundred dollars and Zero cents per lump sum.	\$700.00	\$1,400.00
35	23	2	EA	Remove Ex. 10' Storm Water Inlet Complete in place for the sum of: Seven Hundred dollars and Zero cents per lump sum.	\$700.00	\$1,400.00
36	24	25	LF	Remove Ex. 15" RCP Drianage Pipe Complete in place for the sum of: Fifty dollars and Zero cents per lump sum.	\$50.00	\$1,250.00
37	24	43	LF	Remove Ex. 21" RCP Drianage Pipe Complete in place for the sum of: Fifty dollars and Zero cents per lump sum.	\$50.00	\$2,150.00
Item No.	Spec. No.	Quantity	Unit	DESCRIPTION	Unit Price in Figures	Extended Amount
38	24	122	LF	Remove Ex. 24" RCP Drianage Pipe Complete in place for the sum of: Fifty dollars and Zero cents per lump sum.	\$50.00	\$6,100.00
39	24	51	LF	Remove Ex. 48" RCP Drainage Pipe Complete in place for the sum of: Fifty Five dollars and Zero cents per lump sum.	\$55.00	\$2,805.00
40	25	160	LF	Pre-Construction CCTV for 24-inch CIPP Drainage Pipe Complete in place for the sum of: Five dollars and Zero cents per lump sum.	\$5.00	\$800.00
41	25	160	LF	Post-Construction CCTV for 24-inch CIPP Drainage Pipe Complete in place for the sum of: Five dollars and Zero cents per lump sum.	\$5.00	\$800.00
42	26	257	LF	Trench Safety Implementation (Storm Water) Complete in place for the sum of: Three dollars and Zero cents per lump sum.	\$3.00	\$771.00
43	27	1,578	LF	Construct 6-inch Integral Concrete Curb Complete in place for the sum of: Seven dollars and Zero cents per lump sum.	\$7.00	\$11,046.00
44	8	46	SY	Remove Concrete Valley Gutter Complete in place for the sum of: Twenty dollars and Zero cents per lump sum.	\$20.00	\$920.00

45	15	32	SY	Construct 6" Reinforced Conc. Valley Gutter Complete in place for the sum of: Three Hundred Twenty dollars and Zero cents per lump sum.	\$320.00	\$10,240.00
46	17	2	EA	Construct Barrier Free Ramp at Alley Complete in place for the sum of: Thirty Six Hundred dollars and Zero cents per lump sum.	\$3,600.00	\$7,200.00
47	28	4	EA	Connect to Existing Drainage Pipe Complete in place for the sum of: Thirty Four Hundred Fifty dollars and Zero cents per lump sum.	\$3,450.00	\$13,800.00
Item No.	Spec. No.	Quantity	Unit	DESCRIPTION	Unit Price in Figures	Extended Amount
48	29	160	LF	Rehab Ex. 24" RCP Drainage Pipe with Cured in Place Pipe (Complete) Complete in place for the sum of: Twenty Five Hundred dollars and Zero cents per lump sum.	\$400.00	\$64,000.00
49	30	65	SF	Retaining Wall Integral with Sidewalk Complete in place for the sum of: Twenty Five Hundred dollars and Zero cents per lump sum.	\$78.00	\$5,070.00
SWAN RIDGE DRIVE GENERAL & PAVING ITEMS SUBTOTAL (Lines 1-49):						\$1,092,847.00
SWAN RIDGE DRIVE (WATER ITEMS)						
50	31	44	LF	Furnish and Install 6" PVC C-900 DR-14 Water Pipe Complete in place for the sum of: Two Hundred Thirty dollars and Zero cents per lump sum.	\$230.00	\$10,120.00
51	31	1,035	LF	Furnish and Install 8" PVC C-900 DR-14 Water Pipe Complete in place for the sum of: Two Hundred Sixty dollars and Zero cents per lump sum.	\$260.00	\$269,100.00
52	34	0.9	TON	Furnish and Install Ductile Iron Fittings Complete in place for the sum of: Fifteen dollars and Zero cents per lump sum.	\$15.00	\$13.50
53	35	6	EA	Furnish & Install 1" Std. Water Service with Meter Box (long side) Complete in place for the sum of: Two Thousand dollars and Zero cents per lump sum.	\$2,000.00	\$12,000.00
54	35	6	EA	Furnish & Install 1" Std. Water Service with Meter Box (short side) Complete in place for the sum of: Seventeen Hundred dollars and Zero cents per lump sum.	\$1,700.00	\$10,200.00

55	36	3	EA	Furnish and Install Fire Hydrant Complete in place for the sum of: Fifty Six Hundred dollars and Zero cents per lump sum.	\$5,600.00	\$16,800.00
56	37	1	EA	Remove and Salvage Ex. Fire Hydrant Complete in place for the sum of: Three Hundred dollars and Zero cents per lump sum.	\$300.00	\$300.00
Item No.	Spec. No.	Quantity	Unit	DESCRIPTION	Unit Price in Figures	Extended Amount
57	38	8	EA	Cut and Plug Water Main, Regardless of size. Complete in place for the sum of: One Thousand dollars and Zero cents per lump sum.	\$1,000.00	\$8,000.00
58	39	3	EA	Furnish and Install 6" Gate Valve & Box Complete in place for the sum of: Twenty Four Hundred Twenty Five dollars and Zero cents per lump sum.	\$2,425.00	\$7,275.00
59	39	12	EA	Furnish and Install 8" Gate Valve & Box Complete in place for the sum of: Three Thousand dollars and Zero cents per lump sum.	\$3,000.00	\$36,000.00
60	26	1,079	LF	Trench Safety Implementation (water) Complete in place for the sum of: Three dollars and Zero cents per lump sum.	\$3.00	\$3,237.00
61	46	10	LF	Bore & Install 16" Steel Casing for Water/Wastewater (carrier pipe not included) Complete in place for the sum of: Thirty Three Hundred dollars and Zero cents per lump sum.	\$3,300.00	\$33,000.00
62	47	62	LF	Temporary Asphalt Pavement over Utility Trench (2-inch Thick) Complete in place for the sum of: Two Hundred Forty Five dollars and Zero cents per lump sum.	\$245.00	\$15,190.00
63	48	12	EA	Re-Install Backflow Preventor on Customer Side Complete in place for the sum of: Sixteen Hundred dollars and Zero cents per lump sum.	\$1,650.00	\$19,800.00
64	49	6	EA	Remove & Salvage Ex. Valve Complete in place for the sum of: Four Hundred Forty dollars and Zero cents per lump sum.	\$440.00	\$2,640.00
65	51	11	EA	Connect Water Service by Licensed Plumber Complete in place for the sum of: One Thousand dollars and Zero cents per lump sum.	\$1,000.00	\$11,000.00

66	50	4	EA	Connect to Existing Waterline Complete in place for the sum of: Sixty One Hundred Fifty dollars and Zero cents per lump sum.	\$6,150.00	\$24,600.00
SWAN RIDGE DR. WATER ITEMS SUBTOTAL (Lines 50-66):						\$479,275.50
Item No.	Spec. No.	Quantity	Unit	DESCRIPTION	Unit Price in Figures	Extended Amount
67	32	126	LF	Install 8-inch D-Install 8-inch D-2241/SDR-26/PVC Wastewater by Open Cut2241/SDR-26/PVC Wastewater Pipe Complete in place for the sum of: Two Hundred Forty Five dollars and Zero cents per lump sum.	\$245.00	\$30,870.00
68	32	454	LF	Install 12-inch D-2241/SDR-26/PVC Wastewater by Open Cut Complete in place for the sum of: Two Hundred Ninety dollars and Zero cents per lump sum.	\$290.00	\$131,660.00
69	33	121	LF	Install 12-inch HOPE DR-13.5 Wastewater by Pipe Bursting Complete in place for the sum of: Three Hundred Twenty dollars and Zero cents per lump sum.	\$320.00	\$38,720.00
70	40	6	EA	4-inch D-2241/SDR-26/PVC Wastewater Service Lateral with Double Cleanout (short side) Complete in place for the sum of: Twenty Two Hundred dollars and Zero cents per lump sum.	\$2,200.00	\$13,200.00
71	41	6	EA	4-inch D-2241/SDR-26/PVC Wastewater Service Lateral with Double Cleanout (long side) Complete in place for the sum of: Thirty Seven Hundred dollars and Zero cents per lump sum.	\$3,700.00	\$22,200.00
72	41	1	EA	5-foot Dia. Eccentric Cone Wastewater Manhole (0-1 O' Depth) Complete in place for the sum of: Fifteen Thousand Five Hundred dollars and Zero cents per lump sum.	\$15,500.00	\$15,500.00
73	41	5	EA	5-foot Dia. Wastewater Manhole (0-10' Depth) Complete in place for the sum of: Fifteen Thousand Five Hundred dollars and Zero cents per lump sum.	\$15,500.00	\$77,500.00
74	41	1	EA	6-foot Dia. Wastewater Manhole (0'-10' Depth) Complete in place for the sum of: Twenty Five Thousand Four Hundred Thirty dollars and Zero cents per lump sum.	\$25,430.00	\$25,430.00

75	43	3	EA	Remove Ex. Sanitary Sewer Manhole Complete in place for the sum of: Twelve Hundred dollars and Zero cents per lump sum.	\$1,200.00	\$3,600.00
76	44	1	EA	By-Pass Pumping Complete in place for the sum of: Twenty Thousand dollars and Zero cents per lump sum.	\$20,000.00	\$20,000.00
Item No.	Spec. No.	Quantity	Unit	DESCRIPTION	Unit Price in Figures	Extended Amount
77	26	580	LF	Trench Safety Implementation (wastewater) Complete in place for the sum of: Three dollars and Zero cents per lump sum.	\$3.00	\$1,740.00
78	45	19	EA	Cut and plug Sewer Main, Regardless of Size Complete in place for the sum of: Nine Hundred dollars and Zero cents per lump sum.	\$900.00	\$17,100.00
79	46	10	LF	Bore & Install 16" Steel Casing for Water/Wastewater (carrier pipe not included) Complete in place for the sum of: Thirty Three Hundred dollars and Zero cents per lump sum.	\$3,300.00	\$33,000.00
80	47	29	TON	Temporary Asphalt Pavement over Utility Trench (2-inch Thick) Complete in place for the sum of: Two Hundred Ten dollars and Zero cents per lump sum.	\$210.00	\$6,090.00
81	25	671	LF	Pre-Construction CCTV Complete in place for the sum of: Five dollars and Zero cents per lump sum.	\$5.00	\$3,355.00
82	25	701	LF	Post-Construction CCTV Complete in place for the sum of: Five dollars and Zero cents per lump sum.	\$5.00	\$3,505.00
83	50	15	LF	Remove Existing Water Main Complete in place for the sum of: Fifty dollars and Zero cents per lump sum.	\$50.00	\$750.00
				SWAN RIDGE DR. WASTEWATER ITEMS SUBTOTAL (Lines 67-83):	\$444,220.00	
BEAVER CREE DR. AND SHADY TREE PL.						
84	6	1	EA	Project Sign Complete in place for the sum of: Eight Hundred Fifty dollars and Zero cents per lump sum.	\$850.00	\$850.00
85	9	88	LF	Remove Separate Cone. Curb & Gutter Complete in place for the sum of: Eleven dollars and Zero cents per lump sum.	\$11.00	\$968.00
Page 10 of 13						

86	12	88	LF	Construct 30-inch Wide Cone. Curb & Gutter Complete in place for the sum of: Fifty Hundred dollars and Zero cents per lump sum.	\$50.00	\$4,400.00
Item No.	Spec. No.	Quantity	Unit	DESCRIPTION	Unit Price in Figures	Extended Amount
87	8	425	SY	Remove Asphalt Pavement Complete in place for the sum of: Ten dollars and Zero cents per lump sum.	\$10.00	\$4,250.00
88	10	476	SF	Remove Concrete Sidewalk Complete in place for the sum of: Three dollars and Zero cents per lump sum.	\$3.00	\$1,428.00
89	11	476	SF	Construct 4" Concrete Sidewalk Complete in place for the sum of: Nine dollars and Zero cents per lump sum.	\$9.00	\$4,284.00
90	11	16	SF	Construct 4" Exposed Aggregate Sidewalk Complete in place for the sum of: One Hundred Twenty Five dollars and Zero cents per lump sum.	\$125.00	\$2,000.00
91	13	13	SY	Asphalt Transition (6" Type D, HMAC) Complete in place for the sum of: One Hundred Seventy Five dollars and Zero cents per lump sum.	\$175.00	\$2,275.00
92	19	70	SY	Furnish and Install Grass Sodding to Match Existing Complete in place for the sum of: Twenty Two dollars and Zero cents per lump sum.	\$22.00	\$1,540.00
93	31	29	EA	Furnish and Install 6" PVC C-900 DR-14 Water Pipe Complete in place for the sum of: Two Hundred Thirty dollars and Zero cents per lump sum.	\$230.00	\$6,670.00
94	31	1,033	LF	Furnish and Install 8" PVC C-900 DR-14 Water Pipe Complete in place for the sum of: Two Hundred Sixty dollars and Zero cents per lump sum.	\$260.00	\$268,580.00
95	34	0.9	TON	Furnish and Install Ductile Iron Fittings Complete in place for the sum of: Fifteen dollars and Zero cents per lump sum.	\$15.00	\$13.50
96	35	5	EA	Furnish & Install 1" Std. Water Service with Meter Box (long side) Complete in place for the sum of: Two Thousand dollars and Zero cents per lump sum.	\$2,000.00	\$10,000.00

Item No.	Spec. No.	Quantity	Unit	DESCRIPTION	Unit Price in Figures	Extended Amount
97	35	4	EA	Furnish & Install 1" Std. Water Service with Meter Box (short side) Complete in place for the sum of: Seventeen Hundred dollars and Zero cents per lump sum.	\$1,700.00	\$6,800.00
98	51	10	EA	Connect Water Service by Licensed Plumber Complete in place for the sum of: One Thousand dollars and Zero cents per lump sum.	\$1,000.00	\$10,000.00
99	36	3	EA	Furnish and Install Fire Hydrant Assembly Complete in place for the sum of: Fifty Six Hundred dollars and Zero cents per lump sum.	\$5,600.00	\$16,800.00
100	37	1	EA	Remove and Salvage Existing Fire Hydrant Complete in place for the sum of: Three Hundred dollars and Zero cents per lump sum.	\$300.00	\$300.00
101	39	3	EA	Furnish and Install 6" Gate Valve & Box Complete in place for the sum of: Twenty Four Hundred Twenty Five dollars and Zero cents per lump sum.	\$2,425.00	\$7,275.00
102	39	8	EA	Furnish and Install 8" Gate Valve & Box Complete in place for the sum of: Three Thousand dollars and Zero cents per lump sum.	\$3,000.00	\$24,000.00
103	49	6	EA	Remove & Salvage Ex. Fire Hydrant Complete in place for the sum of: Three Hundred dollars and Zero cents per lump sum.	\$300.00	\$1,800.00
104	38	12	EA	Cut and Plug Water Main, Regardless of size. Complete in place for the sum of: One Thousand dollars and Zero cents per lump sum.	\$1,000.00	\$12,000.00
105	47	70	TON	Temporary Asphalt Pavement over Utility Trench (2-inch Thick) Complete in place for the sum of: Two Hundred Ten dollars and Zero cents per lump sum.	\$210.00	\$14,700.00
106	14	425	SY	Type II Permanent Pavement Repair (6" Cone with 2" HMAC) Complete in place for the sum of: Two Hundred Ten dollars and Zero cents per lump sum.	\$210.00	\$89,250.00

Item No.	Spec. No.	Quantity	Unit	DESCRIPTION	Unit Price in Figures	Extended Amount
107	8	25	LS	Remove Concrete Valley Gutter Complete in place for the sum of: Twenty dollars and Zero cents per lump sum.	\$20.00	\$500.00
108	15	25	LS	Construct 6" Reinforced Cone. Valley Gutter Complete in place for the sum of: Three Hundred Twenty dollars and Zero cents per lump sum.	\$320.00	\$8,000.00
109	48	4	LS	Re-Install Irrigation Backflow Preventer on Customer Side Complete in place for the sum of: Sixteen Hundred Fifty dollars and Zero cents per lump sum.	\$1,650.00	\$6,600.00
110	52	1	LS	Remove Blowoff Valve Assembly and Box Complete in place for the sum of: Twenty Six Hundred Fifty dollars and Zero cents per lump sum.	\$2,650.00	\$2,650.00
111	50	3	EA	Connect to Existing Waterline Complete in place for the sum of: Sixty One Hundred Fifty dollars and Zero cents per lump sum.	\$6,150.00	\$18,450.00
112	46	55	LF	Bore & Install 16" Steel Casing for Water (carrier pipe not included) Complete in place for the sum of: Eight Hundred Fifty dollars and Zero cents per lump sum.	\$850.00	\$46,750.00
113	53	1	EA	Furnish and Install 2" Water Service with Corp Valve and Valve Stack (long side) Complete in place for the sum of: Four Thousand dollars and Zero cents per lump sum.	\$4,000.00	\$4,000.00
114	26	1,048	LF	Trench Safety Design Complete in place for the sum of: Three dollars and Zero cents per lump sum.	\$3.00	\$3,144.00
BEAVER CREE DR. AND SHADY TREE PL. ITEMS SUBTOTAL (Lines 84-114):						\$580,277.50

BID SUMMARY:

SWAN RIDGE DRIVE GENERAL & PAVING ITEMS SUBTOTAL (Lines 1-49):				\$1,092,847.00
SWAN RIDGE DR. WATER ITEMS SUBTOTAL (Lines 50-66):				\$479,275.50
SWAN RIDGE DR. WASTEWATER ITEMS SUBTOTAL (Lines 67-83):				\$444,220.00
BEAVER CREE DR. AND SHADY TREE PL. ITEMS SUBTOTAL (Lines 84-114) Sub-Total:				\$580,277.50
SYB CONSTRUCTION CO. INC.TOTAL:				\$2,596,620.00



STAFF REPORT

MEETING: City Council - 16 May 2023

TITLE:

Consider a Resolution approving the Interlocal Agreements between the City of Desoto, Texas and the City of Duncanville, Texas to partner in the Crisis Assessment and Resource Engagement (CARE) Team to provide prevention and follow-up activities in response to individuals and their families/support systems experiencing behavioral health needs in order to lessen the frequency of crisis interventions that require Police Patrol or Fire Rescue Response, Emergency Hospitalization, or Arrest/Incarceration. The term of the agreement shall begin on May 1, 2023, and end on April 30, 2024, unless terminated earlier under any provisions in the Interlocal Agreement. The parties may mutually agree on an extension to this agreement by written amendment and mutual approval of the parties.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Mark LiVigni, Chief of Police

BACKGROUND/HISTORY:

In May 2021, the City of DeSoto applied for and was awarded the Dallas County New Directions Public Safety Grant. This grant was created to “address the crisis of criminalization, mental health, poverty, and homelessness by using alternatives to police response and incarceration to address the needs of Dallas County residents more appropriately.”

The awarded grant proposed a pilot of a Regional CARE Team composed of police officers from its regional partners who will work alongside licensed social service providers, care coordinators, and victim assistance coordinators. During the first year of the grant, the City of DeSoto concentrated on hiring and assigning key personnel and implementing an internal and regional infrastructure for the CARE team. In May 2022, a Duncanville Police Officer was assigned to the CARE Team. Since that time, and as proposed in this updated Interlocal Agreement, our officer's time, training, and equipment relevant to his CARE team duties was and will be reimbursed to the City of Duncanville based on quarterly invoices submitted to the City of DeSoto. The reimbursements will be budgeted in the General Fund as an Intergovernmental Reimbursement. For FY 2023, a revision to the budget will require

approval by City Council to appropriate the estimated \$120,000 reimbursement due the City from DeSoto. Approximately \$45,000 has already been reimbursed by the City of DeSoto for the CARE team participation.

The CARE Team's primary objectives are prevention and follow-up services, providing/identifying appropriate resources and services, and lessening the frequency and/or diverting the need for emergency response.

The mission of the CARE Team is:

- Decrease community reliance on 9-1-1 for mental health services,
- Reduce direct police patrol response to mental health-related calls for service and repeat emergency detentions,
- Decrease mental health population in the courts/jail system,
- Connect persons who suffer from behavioral health issues to community-based resources,
- Provide support (education, intervention, referral) to families of those who suffer from behavioral health issues,
- Assist the victims of violent crime to receive applicable financial compensation and/or other resources, and
- Gather statistical information on an underserved population (those with undiagnosed behavioral health issues and those who are involuntary partakers of behavioral health services) to add to county-wide data for use in the allocation and/or addition of resources.

From October 2020 thru April 26, 2023, Duncanville patrol officers transported 396 patients who were in danger to themselves or others and exhibited mental illness. Since May 2022, our CARE Team officer worked with CARE team colleagues to serve two hundred ten (210) citizens in Duncanville through one thousand three hundred forty-six (1,346) engagement attempts.

There is no financial impact for the City of Duncanville during the length of this updated Interlocal Agreement.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

ORG and Object Number

001-508210 (For FY 2023)

Available Budget

\$0.00

Purchase Amount

\$60,000 (Revenue expected)

After Encumber

\$0.00

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

[Resolution No. - 2022-013R - Renewal City of DeSoto ILA and Dallas County Sub-Recipient Agreement for the CARE Team \(Mental Health Unit\) - Pdf](#)

RESOLUTION NO. 2022-013R

CONSIDER A RESOLUTION APPROVING THE INTERLOCAL AGREEMENTS BETWEEN THE CITY OF DESOTO, TEXAS AND THE CITY OF DUNCANVILLE, TEXAS TO PARTNER IN THE CRISIS ASSESSMENT AND RESOURCE ENGAGEMENT (CARE) TEAM TO PROVIDE PREVENTION AND FOLLOW-UP ACTIVITIES IN RESPONSE TO INDIVIDUALS AND THEIR FAMILIES/SUPPORT SYSTEMS EXPERIENCING BEHAVIORAL HEALTH NEEDS IN ORDER TO LESSEN THE FREQUENCY OF CRISIS INTERVENTIONS THAT REQUIRE POLICE PATROL OR FIRE RESCUE RESPONSE, EMERGENCY HOSPITALIZATION, OR ARREST/INCARCERATION. THE TERM OF THE AGREEMENT SHALL BEGIN ON MAY 1, 2023, AND END ON APRIL 30, 2024, UNLESS TERMINATED EARLIER UNDER ANY PROVISIONS IN THE INTERLOCAL AGREEMENT. THE PARTIES MAY MUTUALLY AGREE ON AN EXTENSION TO THIS AGREEMENT BY WRITTEN AMENDMENT AND MUTUAL APPROVAL OF THE PARTIES.

WHEREAS, the City Council for the City of Duncanville desires to enter into a Sub-Recipient Agreement, Dallas County New Directions in Public Safety Grant, with Dallas County for the Crisis Assessment and Resource Engagement Team; and

WHEREAS, the City Council for the City of Duncanville desires to enter into an Interlocal Agreement with the City of DeSoto for the Crisis Assessment and Resource Engagement Team; and

WHEREAS, the City Council for the City of Duncanville finds it in the best interest of the citizens of the City of Duncanville that entering into the Interlocal Agreement with the City of DeSoto and the Sub-Recipient Agreement with Dallas County, is necessary and in the best interest of the health, safety, and welfare of the citizens of the City of Duncanville; and

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

SECTION 1. That the City Council for the City of Duncanville hereby authorizes, approves, and accepts the terms and conditions of the Interlocal Agreement, the Crisis Assessment and Resource Engagement Team, with the City of DeSoto and the Sub-Recipient Agreement, the Dallas County New Directions in Public Safety Grant, with Dallas County as described in Exhibits A and B.

SECTION 2. That the City Council for the City of Duncanville authorizes the City Manager, as the authorized official, to execute said Interlocal Agreement, the Crisis Assessment and Resource Engagement Team, with the City of DeSoto and the Sub-

Recipient Agreement, the Dallas County New Directions in Public Safety Grant, with Dallas County, and any necessary documents to conform to this Resolution.

SECTION 3. That this Resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 16th day of May, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS §
§
COUNTY OF DALLAS §

INTERLOCAL COOPERATION AGREEMENT
(REGIONAL CARE TEAM)

This Interlocal Cooperation Agreement (“Agreement”) is made by and between the City of DeSoto, Texas (“DeSoto”), and the City of Duncanville, (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, individuals suffering from behavioral health needs are too often the subject of emergency calls for service taxing the region’s public safety resources and criminalizing or otherwise resulting in inadequate or inappropriate responses to behavioral health needs; and

WHEREAS, DeSoto with the support of Dallas County has developed a Regional Crisis Assessment and Resource Engagement (CARE) Team to engage in prevention and follow-up activities in response to individuals and their families/support systems experiencing behavioral health needs in order to lessen the frequency of crisis interventions that require a police patrol response, emergency hospitalization, or arrest/incarceration; and,

WHEREAS, Dallas County has awarded DeSoto a New Directions in Public Safety Grant to support the development of the Regional CARE Team, provide supportive regional resources, and develop data collection and analysis methods to quantify the benefit of the initiative;

WHEREAS, the Regional CARE Team is a community-based, multi-city, multidisciplinary team comprised of law enforcement officers, licensed social service providers (LMSWs, LCSWs, LPC-As, or LPCs), care coordinators, and victim assistance coordinators (where applicable).

WHEREAS, the Parties are experiencing similar challenges in the area of behavioral health needs and, therefore, desire to enter into this Agreement to maximize and benefit from the Regional CARE Team; and,

WHEREAS, this Agreement is made pursuant to and under the authority of the Interlocal Cooperation Act of 1971, as amended, and codified in Chapter 792 of the Texas Government Code (the “Act”); and

WHEREAS, the Parties are local governments as defined in §791.003 of the Act, and each are empowered by §791.011 of the Act to contract with each other to provide governmental functions and services such as community celebrations; and

WHEREAS, it is mutually advantageous for the Parties to enter into this Agreement; and

NOW THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I Purpose

The purpose of this Agreement is to provide Duncanville with access to the Regional CARE Team to assist with the prevention and follow-up activities to individuals and their families who are experiencing behavioral health needs.

Article II Term

The Term of this Agreement shall commence on May 1, 2023, (the “Effective Date”) and shall continue for a period of one (1) year, through April 30, 2024, unless sooner terminated as provided herein.

Article III Termination

Either Party may terminate this Agreement with or without cause by giving thirty (30) days’ notice to the other Party. Billings for all outstanding obligations must be received by DeSoto within ninety (90) days of the date of termination of this Agreement. DeSoto will be responsible only for obligations incurred by Duncanville during the Term of this Agreement.

Article IV Regional CARE Team Responsibilities

The Regional CARE Team shall perform the activities and duties set forth below:

- (a) Engage in prevention and follow-up activities, including providing/identifying appropriate resources and services within the community, to individuals and families/support systems experiencing behavioral health needs in order to lessen the frequency of crisis interventions that require a police patrol response, emergency hospitalization, or arrest/incarceration;
- (b) Provide general engagement (to establish familiarity and trust with hard to reach/engage clients), brief time-limited solution-focused skills training/problem solving case management, and coordination and/or consultation with established community supports and providers;
- (c) Establish a standardized referral process with law enforcement, local behavioral health hospitals, community agencies & citizens to provide support services to identified individuals in need;
- (d) Gather statistical information on an underserved population (those with undiagnosed behavioral health issues and those who are involuntary partakers of behavioral health services) to add to county wide data for use in allocation and/or addition of resources;

- (e) Provide training to first responders to assist them in identifying and effectively responding to incidents involving individuals experiencing behavioral health needs and similar concerns;
- (f) Gather statistical information regarding the dispatch activity/calls for service that are driven in part by individuals impacted by behavioral health needs. Analyze methods for identifying non-emergency calls for which an alternative to police or fire dispatch may be appropriate;
- (g) Establish and participate in diversion programming to offer individually crafted diversion plans with wrap-around recovery services alongside the Municipal Court Judge in order to divert criminal charges for identified individuals with behavioral health needs; and
- (h) Provide community educational opportunities on topics that are most prevalent within the Best Southwest region (example: navigating the education system for children with behavioral health needs).

Article V DeSoto and Duncanville Responsibilities

5.1 To accomplish the objectives of the Regional CARE Team, Duncanville agrees to collaborate with CARE Team supervisory personnel to assign one (1) experienced Officer for a period of not less than one year. Though not required, the assignment of the Duncanville Victim's Assistance Coordinator (if applicable) to the Regional CARE Team, is encouraged. During this period of assignment, Duncanville assigned personnel agrees that it will comply with the adopted Policies and Procedures implemented by the Program Manager and Program Coordinator assigned to the Regional CARE Team.

5.2 Duncanville personnel assigned to the CARE Team shall adhere to the policies and procedures of their employer organization, the Regional CARE Team, and the operational expectation and direction of the Regional Program Manager and Coordinator not inconsistent therewith. The Regional Program Manager may request that assigned personnel be reassigned back to their employer organization at any time and for any reason should it be found to be in the best interest of the Regional CARE Team's operation. Upon release, if replacement personnel are not available for assignment, the Regional CARE Team will continue to address referrals from the City of Duncanville for a period of no longer that sixty (60) days. After this period the Regional CARE Team will not address additional referrals until replacement personnel is assigned.

5.3 To accomplish the objectives of the Regional CARE Team, DeSoto will assign, hire, contract for, or otherwise provide:

- Regional Program Manager,
- Regional Program Coordinator;
- Regional Licensed social service provider(s);
- Regional Care Coordinator(s); and

- Administrative support.

5.4 DeSoto will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DeSoto provided staff and Duncanville Officer and Victim's Assistance Coordinators (if applicable) assigned to the Regional CARE Team. This support will include office space, use of vehicles, office supplies, office equipment, training, and other support items assigned to the Regional CARE Team.

5.5 During the period of assignment to the Regional CARE Team, Duncanville will remain responsible for establishing the salary and benefits, including overtime, of the Duncanville Officer assigned to the Regional CARE Team, and for making all payments due them. DeSoto will, subject to availability of funds and the separate Grant Sub-Recipient Agreement, reimburse Duncanville for actual salary and benefits, including overtime, of the Duncanville Officer assigned to the Regional CARE Team. Should Duncanville choose to assign the Victim's Assistance Coordinator to the Regional CARE Team, DeSoto is not responsible for the reimbursement of salary and benefits of this personnel.

5.6 In no event will Duncanville charge any indirect cost rate to DeSoto for the administration or implementation of this Agreement.

5.7 Duncanville shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DeSoto to facilitate on-site inspection and auditing of such records and accounts.

5.8 Duncanville shall permit and have readily available for examination and auditing by DeSoto, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this Agreement. Duncanville shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this Agreement, whichever is later.

5.9 Duncanville acknowledges that the Dallas County New Directions in Public Safety Grant awarded to DeSoto is scheduled to end April 30, 2024, and no funds will be awarded to Duncanville by DeSoto for obligations incurred after the Term of this Agreement.

Article VI Availability of Revenue

The Parties agree that the Party paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments only from current revenues legally available to the paying Party.

**Article VII
Miscellaneous**

7.1 Entire Agreement. This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement.

7.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

7.3 Assignment. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party.

7.4 Relationship of Parties. It is not the intent of the Parties to create, nor shall this Agreement be construed as creating, a partnership, association, joint venture or trust. No Party shall be under the control of, or shall be deemed to control, the other Party. Each Party shall be individually responsible for its own covenants, obligations and liabilities.

7.5 Force Majeure. In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood or by the occurrence of any event beyond the control of such party, then such party shall be excused from the performance of the obligations under this Agreement but only during such period of Force Majeure.

7.6 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

7.7 Amendment. This Agreement may be amended only by a mutual written agreement signed by both Parties hereto.

7.8 Notice. Any notice herein required or permitted to be delivered shall be deemed received when sent in the United States Mail, postage prepaid, certified mail, return receipt requested, or by hand delivery or facsimile transmission at the address set forth below:

If Intended for DeSoto:

City of DeSoto, Texas
 Attn: Brandon Wright, City Manager
 211 East Pleasant Run Road, Suite A
 DeSoto, Texas 75115
 Phone: (972) 274-2489

If

Intended for Duncanville:

With Copy to:

City of Duncanville
 Attn: Robert D. Brown
 Interim City Manager
 203 E. Wheatland Rd.

 _____, Texas _____

Duncanville, TX 75116
 Phone: 972-780-5000

Phone: _____

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

7.10 Recitals. Recitals to this Agreement are incorporated herein.

7.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

7.12 Survival of Covenants. Any of the representations, warranties, covenants, 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 Agreement shall survive termination.

(signature page to follow)

EXECUTED this ____ day of _____, 2023.

City of DeSoto, Texas

By: _____
Brandon Wright, City Manager

EXECUTED this ____ day of _____, 2023.

City of Duncanville

By: _____
Robert D. Brown, Interim City Manager

THE STATE OF TEXAS	§
	§
	§
THE COUNTY OF DALLAS	§

**DALLAS COUNTY NEW DIRECTIONS IN PUBLIC SAFETY GRANT
SUB-RECIPIENT AGREEMENT**

1. RECITALS:

This Agreement is entered into by and between City of DeSoto, Texas (hereinafter, "Grantee"), and the City of Cedar Hill, Texas, (hereinafter "Sub-Grantee"), herein referred to individually as a "Party" or collectively as the "Parties." This Agreement is made under the authority of Texas Government Code, Chapter 791, for certain management services, as identified in the New Directions Grant.

WHEREAS, the Dallas County, Texas (hereinafter, "Grantor") has authorized funding for its New Directions in Public Safety Grant program (hereinafter "New Directions"); and

WHEREAS, the Grantee was selected for the New Directions program and the Grantee will be provided funds by the Grantor ("Funds") as detailed herein in order for the Grantee to execute certain management services; and

WHEREAS, the Grantor has funded the New Directions program and seeks to work collaboratively with the Grantee in order to address the crisis of criminalization, mental health, poverty, homelessness, substance abuse, and utilize alternatives to police response and incarceration to more properly address the needs of Dallas County residents; and

WHEREAS, the proposals funded by this New Directions will in turn provide information and data for the Meadows Mental Health Policy Institute in their development of an evaluation tool to monitor the effectiveness of the management services developed by the cities; and

WHEREAS, the Grantee desires to contract with the Sub-Grantee to assist in fulfilling the responsibilities of Grantee as set out in the Interlocal Agreement between Dallas County and the City of DeSoto for the New Directions in Public Safety Grant Program (New Direction Grant); and

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the Parties agree as follows:

2. TERM:

The term of this Agreement shall begin on May 1, 2023 and end on April 30, 2024, unless terminated earlier under any provision hereof. The Parties may mutually agree on an extension to this Agreement by written amendment and mutual approval of the Parties. This agreement is contingent upon and subject to the terms of the New Directions Grant.

- (a) This Agreement shall be contingent upon and shall be deemed terminated upon the termination of the Dallas County New Directions in Public Safety Grant Interlocal Agreement between the Grantor and the Grantee.

3. SCOPE OF SERVICES AND OBLIGATIONS:

- a) The Grantee shall distribute the Funds to Sub-Grantee in accordance with the guidance as detailed in New Directions Grant attached to and incorporated herein as **(Exhibit A)** as may be revised between Grantee and Grantor provided that such revision does not materially change the rights or obligations of the Sub-Grantee.
- b) Among other obligations, the Sub-Grantee shall provide any requested information related to this Agreement, the New Directions program, or any related details to the Meadows Mental Health Policy Institute.
- c) Sub-Grantee shall comply with any and all obligations detailed in the Regional Care Team Agreement Between City of DeSoto and City of Cedar Hill attached to and incorporated herein as **(EXHIBIT B)**.

4. TERMS AND CONDITIONS:

Grantee agrees to provide Funds to Sub-Grantee for approved expenses incurred and for documented units of services performed, subject to the following limitations:

- (a) Not to Exceed Amount. Sub-Grantee understands and agrees that the maximum total amount payable for the services and funds distributed that are described herein shall not exceed the amount set out in the Regional Care Team Agreement executed by the Parties unless a formal written amendment is executed by the Parties.
- (b) Sub-Grantee agrees to submit complete, fully documented, and accurate itemized receipts with appropriate documentation, as required by the New Directions Grant, on a quarterly basis to the Grantee. Specifically, the invoices shall be itemized and include supporting documentation, including any subcontractor invoices.
- (c) Grantee will make payment to Sub-Grantee upon receipt of Funds from Grantor and subject to all terms and conditions of the New Directions Grant.

5. PARTIES TO BE BOUND:

Parties hereby agree to be bound by the terms and conditions included in the New Directions Grant attached to and incorporated herein as **(Exhibit A)**, as detained in Section 31 Subcontracting, including but not limited to the following:

- (a) Indemnification. **THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENCE ACTS OR OMISSIONS, OR OTHER TORIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. THE PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSE BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS, OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS.**
- (b) Insurance. Parties agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws, and that is maintained at appropriate levels of insurance commensurate with each Party's obligations hereunder and in accordance with sound accounting practices. Parties will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.
- (c) Governing Law and Venue. This Agreement is performable and enforceable in Dallas County, Texas and shall be interpreted according to the laws of the State of Texas. The Parties hereby consent to and waive any and all objections to venue in the District Court of Dallas County or the Federal District Court encompassing said county. Said Courts shall be the sole and exclusive venue for any and all litigation, special proceedings, or proceedings between parties arising out of or in connection with this Agreement.

6. TERMINATION:

- (a) This Agreement shall be subject to the same termination terms as included in the New Directions Grant with the Sub-Grantee having the authority to stand in the place of the Grantee and the obligation to comply with all relevant terms applicable thereto.

7. NOTICE:

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

If intended for Grantee:

City of DeSoto
Attn: Brandon Wright
City Manager
211 E. Pleasant Run Road, Suite A
DeSoto, Texas 75115
Phone: (972) 274-2489

With a copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201
Telephone: (214) 965-9900

If intended for Sub-Grantee:

City of Cedar Hill
Attn: Greg Porter
City Manager
285 Uptown Blvd., Bldg. 100
Cedar Hill, Texas 75104
Phone: (972) 291-5100 x1016

With a copy to:

Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201
Phone: (214) 965-9900

8. ACCEPTANCES

By their signatures below, the duly authorized representatives of Grantee and Sub-Grantee accept the terms of this Agreement in full.

EXECUTED this _____ day of _____, 20____.

City of DeSoto, Texas, Grantee

By: _____
Brandon Wright, City Manager

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney

EXECUTED this _____ day of _____, 20____.

City of Cedar Hill, Texas, Sub-Grantee

By: _____
Name: _____
Title: _____

EXHIBIT A

Dallas County New Directions in Public Safety Grant

EXHIBIT B

Regional Care Team Agreement Between City of DeSoto and City of Cedar Hill



STAFF REPORT

MEETING: City Council - 02 May 2023

TITLE:

Consider a Resolution authorizing the purchase of Emergency Medical Supplies from Bound Tree Medical Products, Inc., through the City of Midlothian Contract 2020-28 for the unit price bid with an estimated total expenditure amount of \$245,000.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Sam Rohde, Fire Chief

BACKGROUND/HISTORY:

The City's Fire Department makes purchases of emergency medical supplies which are necessary to provide basic and advanced life support services during an emergency response. The purchases include drugs, trauma and emergency medical related supplies and equipment used by the City's emergency response units when providing emergency medical care. The contract covers numerous categories of supplies and each unit is priced. The supply categories include one-time use items such as: drugs and medication supplies; airway management supplies; cardiac/medical management supplies; IV/IO management supplies; trauma management supplies; and miscellaneous ambulance supplies.

POLICY EXPLANATION:

Emergency medical supply products are available from Bound Tree Medical Products, Inc. through the City of Midlothian Contract 2020-28 which are awarded for emergency medical supplies. The renewal for this contract expires 12/31/2023 and has two additional one-year optional renewals available. The contract covers numerous items that the City's EMS service uses on a regular basis with set unit pricing.

This authorization would cover the purchase of this service on an as-needed basis through December 31, 2025 with a total estimated expenditure amount of \$245,000.00 (FY23 - \$75,000, FY24 - \$85,000, FY25 - \$85,000).

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

FUNDING SOURCE:

ORG and Object Number

01077300-700226

Available Budget

FY23 - \$99,360

Purchase Amount

FY23 - \$75,000

After Encumber

FY23 - \$24,360

ACTION ALTERNATIVES:

1. Authorize the purchase of Emergency Medical Supplies from Bound Tree Medical Products, Inc. with an estimated expenditure amount of \$245,000.00.
2. Do not provide funding to purchase EMS Supplies from Bound Tree Medical Products, Inc.
3. Other actions as directed by Council.

ATTACHMENTS:

[3894 Bound Tree - Midlothian Contract](#)

[CONTRACT RENEWAL REQUEST](#)

[3894 Interlocal Midlothian](#)

[Resolution No. - 2023-031 - Purchase EMS Supplies from Bound Tree Medical Products, Inc. - Pdf](#)

STATE OF TEXAS §
 § **AGREEMENT FOR EMS FIRE DEPT MEDICAL
 § SUPPLIES**
 COUNTY OF ELLIS §

This Agreement for EMS Fire Dept. Medical Supplies ("Agreement") is made by and between the City of Midlothian, Texas ("City") and Bound Tree Medical, LLC ("Supplier") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor desires to render manufacturing and delivery services for the purchase of various medical supplies to support the fire department in emergency calls, as more fully described in Exhibit "A" and Exhibit "B" attached hereto and made a part herein by reference (the "Services"), and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I
 Term**

The Term of this Agreement shall commence upon Contractor's receipt of the City's Notice to Proceed, and shall continue until completion of the Services, unless sooner terminated as provided here.

**Article II
 Contract Documents**

- 2.1. This Agreement consists of the following items:
- (a) This Agreement;
 - (b) City's Request for Bid Solicitation for Purchase of a 2020-28 EMS Fire Dept. Medical Supplies RFP ("City's Bid") (attached as Exhibit "A"); and
 - (c) Supplier's Response to City's Bid (attached as Exhibit "B").

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

Article III Scope of Services

The Parties agree that Contractor shall perform the Services specifically set forth under Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.

Article IV Compensation

4.1 City shall compensate Contractor in the total amount as set forth in Exhibit "B".

4.2 City shall pay Contractor within thirty (30) days after receiving an invoice for the Services. Contractor must submit a proper invoice with no errors or discrepancies and that all Services noted on the invoice has been completed. Any errors, discrepancies or the invoicing of Services not completed may result in a delay in payment.

4.3 Contractor shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of Services required under this Agreement.

5.2 To the extent reasonably necessary for Contractor to perform the Services under this Agreement, 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 Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

Article VI Suspension of Work

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with

this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

Article VII Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the Services performed and goods delivered up to the effective date of the cancellation.

Article VIII Insurance

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage in full force and effect as set forth in Exhibit "A".

Article IX Termination

9.1 Termination for Cause. City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. Upon receipt of a notice of termination, Contractor shall promptly cease placing orders and all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. City shall pay Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

9.2 Termination for Default. City reserves the right to terminate this Agreement without prior notice in the event Contractor defaults or breaches any of the terms and conditions of the Agreement, or otherwise fails to perform in accordance with the bid specifications. In the event of termination, City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible respondent. Any such act by the City shall not be deemed a waiver of any other right or remedy of the City. If, after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the Agreement sum, which has not therefore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess.

Article X Indemnification

10.1 CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND

PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

10.2 IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CITY AND THE CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT INDEMNIFIES AND PROTECTS THE CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S OWN NEGLIGENCE.

10.3 CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ASSOCIATED WITH THE CONTRACTOR.

10.4 CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN, AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE CITY SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

Article XI Miscellaneous

11.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

11.6 Severability. In the event any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, 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 intended for City, to:

City of Midlothian, Texas
Attn: Chris Dick
City Manager
104 West Avenue E
Midlothian, Texas 76065
Phone: 972-775-3481

With a copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Supplier:

Bound Tree Medical, LLC
Attn: Brian LaDuke, President, Emergency Preparedness
5000 Tuttle Crossing Blvd
Dublin, OH 43016
Phone: (800) 533-0523

11.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

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

11.11 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

11.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay.

The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

11.15 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(signature page to follow)

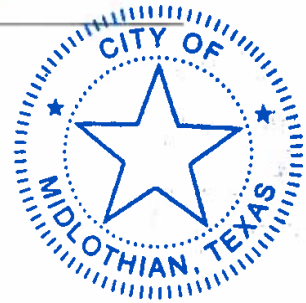
EXECUTED this 8th day of December, 2020

City of Midlothian, Texas

By: [Signature]
Chris Dick, City Manager

Approved as to form:

By: [Signature]
Joseph J. Gorfida, Jr., City Attorney



EXECUTED this 10th day of February, 2021.

Bound Tree Medical, LLC

By: [Signature]
Name: Shawn P. Saylor
Title: CFO

EXHIBIT "A"
City's Bid



**CITY OF MIDLOTHIAN
INVITATION TO BID
BID# 2020-28 EMS Fire Dept.
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at
www.midlothian.tx.us
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

Bids will be received at the City of Midlothian, Purchasing Office, 104 W Avenue E, Midlothian, TX 76065 until 11:00 a.m. Wednesday, November 18, 2020.

No late bids will be considered.

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at cheryl.allison@midlothian.tx.us prior to Monday, November 16, 2020 at 11:00 AM.

PUBLISHED: 10-29-20
11-05-20

TERMS AND CONDITIONS

1. The City of Midlothian will accept **sealed bids** Monday through Friday, 8:00 a.m. – 5:00 p.m. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at least five working days' notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.
- (b) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;
- (c) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

INDEMNITY AGREEMENT:

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All

EMS FIRE DEPARTMENT
MEDICAL SUPPLIES
BID 2020-28 SPECIFICATIONS

INTENT

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS

The items included on the medical supplies requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (2) years. The City of Midlothian reserves the right to renew this contract for (3) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the two-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 104 W. Ave E, Midlothian TX 76065.

A). 75 days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

10. Delivery or Contract Completion Time: Must be shown, as the date may, where time is of the essence, determines the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent and EMS Chief. The City of Midlothian has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.
11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. Pharmaceutical Requirements:
 - a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
 - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
 - c) Vendor must be in, and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.

employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Agent.

26. Collusion: Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.
27. All pages of this document packet, taken together comprise the Bid. Omission of or failure to complete or return any portion of the required document, at the time of bid opening, may be cause to reject the entire bid.
28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.

- 1.) Is your principle place of business in the State of Texas? YES____ NO____
- 2.) If the answer to question (1) is "yes", no further information is necessary; if "no" please indicate:
- a.) In which state is your principle place of business located? _____
- b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES____ NO____
- c.) If yes, what is that dollar increment or percentage? _____

The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.

4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?
Yes _____ No _____
5. During an emergency (natural or man-made) situations, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?
Yes _____ No _____
- Provide a copy of this program if available.

REFERENCES

Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: () _____

Email: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: () _____

Email: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

**FOR MINORITY AND/OR WOMAN
OWNED BUSINESS ENTERPRISES**
(To be completed only if applicable)

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Midlothian procurement process. The Purchasing Division will provide additional clarification of specifications, assistance with Bids Forms, and further explanation of procedures to those who request it. The City of Midlothian recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program
Texas Building and Procurement Commission
P.O. Box 13047
Austin TX 78711-3047
(512) 463-5872
<http://www.tbpc.state.tx.us/hubbid>

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB 24
Arlington TX 76011
(817) 640-0606
<http://www.nctrca.org>

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Midlothian vendor database, this form, along with a copy of your certification, must be returned to the City of Midlothian Purchasing Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Midlothian, Purchasing Division, 104 West Avenue E., Midlothian, Texas 76065.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

EMAIL: _____

TELEPHONE NO.: _____ **FAX NO.:** _____

Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.

~~~~~  
If you wish to remain on the City's bid list for this item, please indicate:

\_\_\_\_\_ I wish to remain. \_\_\_\_\_ I do not wish to remain.



*Cheryl Allison  
Purchasing Agent*

**ADDENDUM #1, November 13, 2020  
BID NO. 2020-28**

**EMS FIRE DEPT. MEDICAL SUPPLIES**

**1. ATTACHMENT**

- A. Usage Spreadsheet
- B. Revised List of Items for RFP Spreadsheet

**2. CLARIFICATION**

- A. Will you consider price adjustments after the 1st 12 months with documentation, during this time many of the manufacturers we are working with will not guarantee two-year pricing, and in fact are now changing pricing within less than a year. It has just become almost impossible to predict, so checking if this could be a consideration during these uncertain times. **These terms should be outlined on page 2 item #19 of the bid.**
- B. Also, during this time everyone is working remotely. Your bid requires signatures of our VP, will you allow an electronic signature? **Yes**
- C. Do you anticipate extending the bid due date? **Not at this time.**
- D. Was this bid posted to the nationwide free bid notification website at [www.mygovwatch.com/free](http://www.mygovwatch.com/free)? **No**
- E. Other than your own website, where was this bid posted? **The Midlothian News Mirror**
- F. Could the City provide estimated annual usage/quantities for the items being requested in the bid? **Attached is our usage report. This information is based on usage for Midlothian only and does not include usage by additional Cities which might utilize the cooperative agreement.**
- G. If there are bid terms and conditions Vendor may not be able to agree to, will the City allow Vendor to include clarifications or exceptions as part of its bid submission? **Clarifications and/or exceptions can be included as part of bid submission. The City will take these exceptions into consideration when determining the Best Value for the City.**
- H. If there are insurance requirements that Vendor may not be able to agree to, will the City consider exceptions to insurance terms and conditions? **Insurance exceptions can be included as part of bid submission. The City will take these exceptions into consideration when determining the Best Value for the City.**
- I. Could you clarify the meaning of the last sentence in Section 7 on Page 8 (Conditions of Bidding, Escalation/De-Escalation)? "Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction." **Vendor requests for price adjustments**

- S. Line number 194: Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx. Can you supply the manufacturer name and part number? **No part number available: Contact # for Fire Wipes at: (844) 947-3483**
- T. Line number 271: Multi-Function Defib Pads, Physio-Control Adult/Child or equivalent. Can you supply the manufacturer part number? **It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.**
- U. Line number 272: Multi-Function Defib Pads, Physio-Control Pediatric/Infant or equivalent. Can you supply the manufacturer part number? **It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.**
- V. Line number 326: Heparin pre-mixed 250 or 500cc bag. Need the strength (how many units of heparin)? **5000 units**
- W. Line number 403: Certe Dose PALS Syringe Holder Kit 1/KT 4KT/BX. Can you supply the manufacturer part number?  
**For Certe-Dose line 403 see below.**  
**Due to the nature of this product, orders must be made through:**  
**Concordance Healthcare Solutions Purchasing**  
**www.concordancehealthcare.com**  
**Item: 278950**  
**Call 800-473-2332 to set up an account if you are not a current Concordance customer.**  
**Cardinal Health Purchasing**  
**www.orderexpress.cardinalhealth.com**  
**Item: 5513643**  
**Call 800-926-3161 to set up an account if you are not a current Cardinal customer.**  
**Bound Tree Purchasing**  
**www.boundtree.com**  
**Item: 0001-05**  
**Email contactcustomerservice@boundtree.com to set up an account if you are not a current Boundtree customer.**  
**McKesson Pharmaceutical**  
**www.connect.mckesson.com**  
**NDC # 71754-0001-05**  
**Call 855-571-2100 to set up an account if you are not a current McKesson Pharmaceutical customer.**
- X. Line number 432: Stop The Bleed Sticker Kit (10 Stickers/Kit). This item is an exclusive item. Please remove this item from the bid.  
**Will not remove from the bid. An alternative can be presented. The Stop the Bleed goes with our city kits.**

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY: AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Tel. No. \_\_\_\_\_



**Purchasing Division**

*Cheryl Allison  
Purchasing Agent*

**ADDENDUM #2, November 13, 2020  
BID NO. 2020-28**

**EMS FIRE DEPT. MEDICAL SUPPLIES**

**1. ANNOUNCEMENT OF CHANGE TO BID OPENING DATE**

- A. The bid opening has been extended to Friday, November 20, 2020 at 11:00 AM. No other exceptions to the bid opening have been made.

**2. REMINDER AS STATED IN RFP**

- A. All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.
- B. All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at [cheryl.allison@midlothian.tx.us](mailto:cheryl.allison@midlothian.tx.us) prior to Monday, November 16, 2020 at 11:00 AM.

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND  
RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY:    AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature** \_\_\_\_\_  
**Name** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Tel. No.** \_\_\_\_\_

**EXHIBIT "B"**  
**Contractor's Response to City's Bid**



# Bound Tree

**CITY OF MIDLOTHIAN**

**EMS MEDICAL SUPPLIES**

**BID NO. 2020-28**

**DUE - NOVEMBER 20, 2020 11:00AM**



Purchasing Division

Cheryl Allison  
Purchasing Agent

**ADDENDUM #2, November 13, 2020  
BID NO. 2020-28**

**EMS FIRE DEPT. MEDICAL SUPPLIES**

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**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY: AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature B. LaDuke  
Name Brian LaDuke  
Title President, Emergency Preparedness  
Tel. No. 800.533.0523



will be evaluated based on cost increases and cost reductions in supplies that the vendor may have experienced.

- J. Can the City please provide vendors with the most recent bid tabulation for awarded pricing and Unit of Measure for the items in the current bid? The City of Midlothian has utilized another City's contract in the past and does not have a bid tabulation to provide.
- K. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided. I only find one place for signature on P2, and didn't find any other provided space for signatures. For this RFP, P2 is the only required signature page.
- L. Stated in RFP- "REQUIREMENTS: Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. All unit pricing shall be specified on the attached pricing sheets. Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items, if applicable." Again, this talks about Exceptions to Bidder's Proposal which is not available. Also, I didn't find Total or Unit pricing column on the excel sheet. Where are we supposed to input pricing? The List of Items Spreadsheet has been amended and is attached. The only changes to the Spreadsheet where to include the word Price above the "Each", "per Box", & "per Case" columns to indicate where the pricing should be listed. There was a column included on this Spreadsheet for Vendors Comments to be utilized for exceptions. An additional area has been added to the bottom for Exceptions should it be necessary.
- M. Stated in RFP- "Signature: This bid must be signed by a company representative authorized to bind the offer contractually." Does it have to be signed in wet, or electronic/scanned signature also works? Electronic/Scanned Signature is fine.
- N. Need manufacturer item numbers for the items below marked as No Substitutions  
Nebulizer, AeroEclipse II BAN, W/O ELBOW, breath actuated, SM volume, w/mouthpiece, tubing  
Nebulizer, AeroEclipse II BAN, with ELBOW, breath actuated, SM volume, w/mouthpiece, tubing  
The only information we have been given is  
64594050 AeroEclipse Face Mask 58-65750 ea.
- O. Need to know if the Ohmeda and DISS fittings are male or female, manufacturer part#. Also, this item is repeated, line 69 and 423.  
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut  
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut  
This is male and not subject to a particular brand.
- P. Line number 122: Curaplex Stop the Bleed, Basic Kit Vacuum Sealed. This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. An alternative can be presented, but the requested Stop the Bleed kit is what is currently used in the city. This would maintain conformity.
- Q. Line number 123: Curaplex TOCS: Tactical Occlusive Chest Seal, 6 in x 6 in; 2/PK This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. No Substitutions was a typo. It says to the side or equivalent on the main line.
- R. Line number 141: Israeli Emergency Bandage, Green 8in. This item has been discontinued by the manufacturer and no substitutions allowed. Please remove this item from the bid. This can be substituted with the 6in.



**CITY OF MIDLOTHIAN  
INVITATION TO BID  
BID# 2020-28 EMS Fire Dept.  
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at  
[www.midlothian.tx.us](http://www.midlothian.tx.us)  
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

Bids will be received at the City of Midlothian, Purchasing Office, 104 W Avenue E, Midlothian, TX 76065 until 11:00 a.m. Wednesday, November 18, 2020.

**No late bids will be considered.**

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at [cheryl.allison@midlothian.tx.us](mailto:cheryl.allison@midlothian.tx.us) prior to Thursday, November 12, 2020 at 11:00 AM.

PUBLISHED: 10-29-20  
11-05-20

## TERMS AND CONDITIONS

1. The City of Midlothian will accept sealed bids Monday through Friday, 8:00 a.m. – 5:00 p.m. Bids must be received before the specified hour and date of the opening. Bids will be publicly opened and read aloud.
2. All sealed bids should be submitted on the original forms provided with one (1) duplicate and one (1) electronic copy. No email copies will be accepted. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at least five working days' notice prior to bid opening date.
6. Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid does not exactly describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders must meet or exceed the minimum specifications to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.
- (b) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;
- (c) Excess Liability Insurance. Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

**INDEMNITY AGREEMENT:**

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)

**COMPLIANCE WITH LAWS:** Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of

**EMS FIRE DEPARTMENT**  
**MEDICAL SUPPLIES**  
**BID 2020-28 SPECIFICATIONS**

**INTENT**

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

**MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS**

The items included on the medical supplies' requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (2) years. The City of Midlothian reserves the right to renew this contract for (3) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the two-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 104 W. Ave E, Midlothian TX 76065.

A). 75 days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.

11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the **SOLE RESPONSIBILITY** of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be **NEW** unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. Pharmaceutical Requirements:
  - a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
  - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
  - c) Vendor must be in, and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.
18. Changes of Additions: No Changes or additions will be allowed after bid opening. Changes or addition submitted prior to bid opening must be in accordance with paragraph 11 above.
19. Funding: Funds for payment have been provided through the requesting entity. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.

28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.

- 1.) Is your principle place of business in the State of Texas? YES \_\_\_\_\_ NO x
- 2.) If the answer to question (1) is "yes", no further information is necessary; if "no" please indicate:
- a.) In which state is your principle place of business located? Ohio
- b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES \_\_\_\_\_ NO x
- c.) If yes, what is that dollar increment or percentage? \_\_\_\_\_

The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.
33. Cooperative Purchasing: The City of Midlothian actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.
34. Inter-Local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with cooperative purchasing agreements with the City of Midlothian. The City of Midlothian is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Midlothian has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on

## REFERENCES

*Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.*

Company Name: Medstar Ambulance  
 Address: 2900 Alta Mere Drive, Fort Worth, Texas 76116  
 Contact Person: Shaun Curtis, Logistics Manager  
 Telephone: ( 817 ) 923-3700  
 Email: scurtis@medstar911.org  
 Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: City of Columbus Fire Department  
 Address: 2028 Williams Road, Columbus, Ohio 43207  
 Contact Person: Rick Meadows  
 Telephone: ( 614 ) 221-3132  
 Email: \_\_\_\_\_  
 Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: New Orleans EMS  
 Address: 1300 Perdido Street, Ste 4W07, New Orleans, LA 70112  
 Contact Person: Carl Flores, Director of Logistics  
 Telephone: ( 504 ) 658-1552  
 Email: cflores@cityofno.com  
 Product Purchased by Reference: Supplies and pharmaceuticals



**FOR MINORITY AND/OR WOMAN  
OWNED BUSINESS ENTERPRISES**  
(To be completed only if applicable)

\*Not Applicable

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Midlothian procurement process. The Purchasing Division will provide additional clarification of specifications, assistance with Bids Forms, and further explanation of procedures to those who request it. The City of Midlothian recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program  
Texas Building and Procurement Commission  
P.O. Box 13047  
Austin TX 78711-3047  
(512) 463-5872  
<http://www.tbpc.state.tx.us/hubbid>

North Central Texas Regional  
Certification Agency  
616 Six Flags Drive, #416-LB 24  
Arlington TX 76011  
(817) 640-0606  
<http://www.nctrca.org>

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Midlothian vendor database, this form, along with a copy of your certification, must be returned to the City of Midlothian Purchasing Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Midlothian, Purchasing Division, 104 West Avenue E., Midlothian, Texas 76065.

**COMPANY NAME:** \_\_\_\_\_

**REPRESENTATIVE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

**INDICATE ALL THAT APPLY**

\_\_\_\_\_ Minority Owned Business Enterprise

\_\_\_\_\_ Woman Owned Business Enterprise

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Item # | Quantity | Unit | Description                                                                                            | Bound Tree Medical Item # | Brand/Manufacturer/Part Number                                                                                                                    | Quantity | Unit | Quoted Price | Selling Price |
|--------|----------|------|--------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|--------------|---------------|
| 1      | 1        | Each | BVM, Airflow Manual Resuscitator, (Infant) Manual Resuscitator, Exhalation Filter, Manometer           | 87-AF3140MBEA             | AirFlow BVM, Infant, Mask, Reservoir O2 Bag, Pop-Off, Manometer, Exhalation Filter, Blow-By Tubing                                                | 1        | EA   | \$ 9.50      | 1/EA          |
| 2      | 1        | Each | BVM, Airflow Manual Resuscitator, (Pediatric), Manometer, 3 mask or equivalent                         | 87-AF7100MBEA             | AirFlow BVM, Pediatric, Mask, Reservoir O2 Bag, Manometer                                                                                         | 1        | EA   | \$ 12.50     | 1/EA          |
| 3      | 1        | Each | BVM, Airflow Manual Resuscitator, (Adult) Manometer, Exhalation Filter or equivalent                   | 87-AF5140MBEA             | AirFlow BVM, SM Adult, Mask, Reservoir O2 Bag, Exhalation Filter, Manometer                                                                       | 1        | EA   | \$ 9.50      | 1/EA          |
| 4      | 1        | Each | BVM, SPUR II, ADULT, BAG RESERVOIR MEDIUM MASK w/MANOMETER                                             | 2442-01701                | SPUR II BVM, Adult, w/Bag Reservoir, Exp Filter, Manometer, Pressure Limiting Valve, MED Adult Mask                                               | 1        | EA   | \$ 12.25     | 1/EA          |
| 5      | 1        | Each | BVM, SPUR II, Child, w/child mask, bag reservoir, medi port, disp                                      | 2442-53213                | Pediatric SPUR II BVM w/Toddler Mask (size 1 and size 2), Oxygen Reservoir Bag, Pressure Limiting Valve                                           | 1        | EA   | \$ 8.80      | 1/EA          |
| 6      | 1        | Each | BVM, SPUR II, infant, w/infant mask, bag reservoir, medi port, disp                                    | 055-540212000EA           | SPUR II BVM, Infant, w/Bag Reservoir, Infant Mask                                                                                                 | 1        | EA   | \$ 8.58      | 1/EA          |
| 7      | 1        | Each | Curaplex Nebulizer w/Mask, Adult or equivalent                                                         | 301-202EA                 | Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing                                            | 1        | EA   | \$ 0.70      | 1/EA          |
| 8      | 1        | Each | Curaplex Oxygen Mask, Adult, Elongated, High Conc, Total NRB w/o Vent, Reservoir Bag, Tubing           | 533-M5-25060EA            | Total Non-Rebreather Elongated High Concentration Mask without Vent, 7ft Oxygen Tube, Reservoir Bag, Nose Clip, Check Valve, Elastic Strap, Adult | 1        | EA   | \$ 0.70      | 1/EA          |
| 9      | 1        | Each | Curaplex Oxygen Mask, Adult, Elongated, Partial NRB w/Vent, Reservoir Bag, 7 ft Tubing or equivalent   | 30051                     | Curaplex Partial Non Rebreather, Adult                                                                                                            | 1        | EA   | \$ 0.70      | 1/EA          |
| 10     | 1        | Each | Curaplex Oxygen Mask, Pediatric, Elongated, Total NRB, w/o Safety vent, 7 ft Tubing or equivalent      | 30053                     | Curaplex Partial Non Rebreather, Pediatric                                                                                                        | 1        | EA   | \$ 0.70      | 1/EA          |
| 11     | 1        | Each | Curaplex Oxygen Nasal Cannula, Adult, Conventional, Clear, Non-Flared Prongs, 7ft tubing or equivalent | 301-107EA                 | Oxygen Nasal Cannula, Conventional, Non-Flared Nasal Prongs, Clear, 7ft Tubing, Adult                                                             | 1        | EA   | \$ 0.25      | 1/EA          |
| 12     | 1        | Each | Curaplex Oxygen Nasal Cannula, Pediatric, Over-the-Ear, 7 ft Star Lumen Tubing or equivalent           | 533-M5-24101EA            | Oxygen Nasal Cannula, Pediatric, Over-The-Ear Style, 7 foot Star Lumen Tubing                                                                     | 1        | EA   | \$ 0.25      | 1/EA          |
| 13     | 1        | Each | Curaplex Oxygen Regulator, Brass Core, 2 DISS Outlets, 1 Barb, 0-25 LPM, Black or equivalent           | 14288                     | Curaplex All Brass Regulator, Click-Style                                                                                                         | 1        | EA   | \$ 41.50     | 1/EA          |
| 14     | 1        | Each | Curaplex Select CPR Pocket Mask, O2 Inlet or equivalent                                                | 36045                     | Curaplex CPR Mask with O2 Inlet                                                                                                                   | 1        | EA   | \$ 2.20      | 1/EA          |
| 15     | 1        | Each | Curaplex Select Endotracheal Tube with Stylette, 2.5mm, Cuffed or equivalent                           | 2113-10225                | Endotracheal Tubes, Cuffed w/Stylet, 2.5mm                                                                                                        | 1        | EA   | \$ 1.42      | 1/EA          |
| 16     | 1        | Each | Curaplex Select Endotracheal Tube with Stylette, 3.0mm, Cuffed or equivalent                           | 2113-10230                | Endotracheal Tubes, Cuffed w/Stylet, 3.0mm                                                                                                        | 1        | EA   | \$ 1.42      | 1/EA          |
| 17     | 1        | Each | Curaplex Select Endotracheal Tube with Stylette, 4.0mm, Cuffed or equivalent                           | 2113-10240                | Endotracheal Tubes, Cuffed w/Stylet, 4.0mm                                                                                                        | 1        | EA   | \$ 1.42      | 1/EA          |
| 18     | 1        | Each | Curaplex Select Endotracheal Tube with Stylette, 4.5mm, Cuffed or equivalent                           | 2113-10245                | Endotracheal Tubes, Cuffed w/Stylet, 4.5mm                                                                                                        | 1        | EA   | \$ 1.42      | 1/EA          |
| 19     | 1        | Each | Curaplex Select Endotracheal Tube with Stylette, 5.0mm, Cuffed or equivalent                           | 2113-10250                | Endotracheal Tubes, Cuffed w/Stylet, 5.0mm                                                                                                        | 1        | EA   | \$ 1.42      | 1/EA          |
| 20     | 1        | Each | Curaplex Select Endotracheal Tube with Stylette, 5.5mm, Cuffed or equivalent                           | 2113-10255                | Endotracheal Tubes, Cuffed w/Stylet, 5.5mm                                                                                                        | 1        | EA   | \$ 1.42      | 1/EA          |
| 21     | 1        | Each | Curaplex Select Endotracheal Tube with Stylette, 6.0mm, Cuffed or equivalent                           | 2113-10260                | Endotracheal Tubes, Cuffed w/Stylet, 6.0mm                                                                                                        | 1        | EA   | \$ 1.42      | 1/EA          |
| 22     | 1        | Each | Curaplex Select Endotracheal Tube with Stylette, 6.5mm, Cuffed or equivalent                           | 2113-10265                | Endotracheal Tubes, Cuffed w/Stylet, 6.5mm                                                                                                        | 1        | EA   | \$ 1.42      | 1/EA          |

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Item ID | City of Midlothian Item Description                                                                                  | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                                    | Quantity                 | Vendor Part ID | Quoted Price | Selling UOM |
|---------|----------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------------------------------------------------------------------------------------|--------------------------|----------------|--------------|-------------|
| 42      | Airway<br>Curaplex Select Nasopharyngeal Airway, 32 Fr, 8.0mm, Robertazzi Style, Latex Free, Sterile or equivalent   | 2021-18132                | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 32 French                           | CURAPLEX BY BOUND TREE   | 2-0211-8132    | \$ 2.12      | 1/EA        |
| 43      | Airway<br>Curaplex Select Nasopharyngeal Airway, 34 Fr, 8.5mm, Robertazzi Style, Latex Free, Sterile or equivalent   | 2021-18134                | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 34 French                           | CURAPLEX BY BOUND TREE   | 2-0211-8134    | \$ 2.12      | 1/EA        |
| 44      | Airway<br>Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Robertazzi Style, Latex Free, Sterile or equivalent   | 2021-18136                | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 36 French                           | CURAPLEX BY BOUND TREE   | 2-0211-8136    | \$ 2.12      | 1/EA        |
| 45      | Airway<br>Curaplex Select Nebulizer, Small Volume, Hand-held, Adult Aerosol Mask, 7 ft Tubing or equivalent          | 301-202EA                 | Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing | CURAPLEX BY BOUND TREE   | 202            | \$ 0.80      | 1/EA        |
| 46      | Airway<br>CurView LED Laryngoscope Blade & Handle, Disposable, Mac 2 or equivalent                                   | 301-LED-0205              | Mac 2 1/EA 20EA/BX 3BX/CS                                                                              | TRI-ANIM HEALTH SERVICES | 301-LED-0205   | \$ 6.98      | 1/EA        |
| 47      | Airway<br>CurView LED Laryngoscope Blade & Handle, Disposable, Mac 3 or equivalent                                   | 301-LED-0305              | Mac 3 1/EA 20EA/BX 3BX/CS                                                                              | TRI-ANIM HEALTH SERVICES | 301-LED-0305   | \$ 6.98      | 1/EA        |
| 48      | Airway<br>CurView LED Laryngoscope Blade & Handle, Disposable, Mac 4 or equivalent                                   | 301-LED-0405              | Mac 4 1/EA 20EA/BX 3BX/CS                                                                              | TRI-ANIM HEALTH SERVICES | 301-LED-0405   | \$ 6.98      | 1/EA        |
| 49      | Airway<br>CurView LED Laryngoscope Blade & Handle, Disposable, Miller 0 or equivalent                                | 301-LED-0005              | Miller 0 1/EA 20EA/BX 3BX/CS                                                                           | TRI-ANIM HEALTH SERVICES | 301-LED-0005   | \$ 6.98      | 1/EA        |
| 50      | Airway<br>CurView LED Laryngoscope Blade & Handle, Disposable, Miller 1 or equivalent                                | 301-LED-1015              | Miller 1 1/EA 20EA/BX 3BX/CS                                                                           | TRI-ANIM HEALTH SERVICES | 301-LED-1015   | \$ 6.98      | 1/EA        |
| 51      | Airway<br>CurView LED Laryngoscope Blade & Handle, Disposable, Miller 2 or equivalent                                | 301-LED-1025              | Miller 2 1/EA 20EA/BX 3BX/CS                                                                           | TRI-ANIM HEALTH SERVICES | 301-LED-1025   | \$ 6.98      | 1/EA        |
| 52      | Airway<br>CurView LED Laryngoscope Blade & Handle, Disposable, Miller 3 or equivalent                                | 301-LED-1035              | Miller 3 1/EA 20EA/BX 3BX/CS                                                                           | TRI-ANIM HEALTH SERVICES | 301-LED-1035   | \$ 6.98      | 1/EA        |
| 53      | Airway<br>Disposable Guedel Oral Airway, 40mm (Pink)                                                                 | 2010-35040                | Curaplex® Guedel Airway, 40mm, Pink                                                                    | CURAPLEX BY BOUND TREE   | 12990          | \$ 0.21      | 1/EA        |
| 54      | Airway<br>Disposable Guedel Oral Airway, 50mm (Blue)                                                                 | 2010-35050                | Curaplex® Guedel Airway, 50mm, Blue                                                                    | CURAPLEX BY BOUND TREE   | 13057M5        | \$ 0.21      | 1/EA        |
| 55      | Airway<br>Disposable Guedel Oral Airway, 60mm (Black)                                                                | 2010-35060                | Curaplex® Guedel Airway, 60mm, Black                                                                   | CURAPLEX BY BOUND TREE   | 13058          | \$ 0.21      | 1/EA        |
| 56      | Airway<br>Disposable Guedel Oral Airway, 70mm (White)                                                                | 2010-35070                | Curaplex® Guedel Airway, 70mm, White                                                                   | CURAPLEX BY BOUND TREE   | 13059          | \$ 0.21      | 1/EA        |
| 57      | Airway<br>Disposable Guedel Oral Airway, 80mm (Green)                                                                | 2010-35080                | Curaplex® Guedel Airway, 80mm, Green                                                                   | CURAPLEX BY BOUND TREE   | 13060          | \$ 0.21      | 1/EA        |
| 58      | Airway<br>Disposable Guedel Oral Airway, 90mm (Yellow)                                                               | 2010-35090                | Curaplex® Guedel Airway, 90mm, Yellow                                                                  | CURAPLEX BY BOUND TREE   | 13061          | \$ 0.21      | 1/EA        |
| 59      | Airway<br>Disposable Guedel Oral Airway, 100mm (Red)                                                                 | 2010-35100                | Curaplex® Guedel Airway, 100mm, Red                                                                    | CURAPLEX BY BOUND TREE   | 13062          | \$ 0.21      | 1/EA        |
| 60      | Airway<br>Endotracheal Tube Holder, Thomas Select, Adult, for ET/SGA Tubes 6.5mm ID to 42mm OD                       | 2130-42560                | Endotracheal Tube Holder, Thomas Select, Adult, for ET/SGA Tubes 6.5mm ID to 42mm OD                   | LAERDAL MEDICAL CORP.    | 600-42500      | \$ 3.60      | 1/EA        |
| 61      | Airway<br>Endotracheal Tube Holder, Thomas Select, Pediatric ET TUBE INTRODUCER PEDIATRIC 10 FR X 70 CM W/ COUDE TIP | 020400                    | Thomas Endotracheal Tube Holder, Pediatric, Pink                                                       | LAERDAL MEDICAL CORP.    | 600-20000      | \$ 2.75      | 1/EA        |
| 62      | Airway<br>ET TUBE INTRODUCER W/COUDE TIP 15FR X 70CM                                                                 | 2120-17010                | ET Tube Disp Introducer, Blue Coude Tip, 10 French x 70cm, Pediatric                                   | SUN MED                  | 9-0211-70      | \$ 4.22      | 1/EA        |
| 63      | Airway<br>ET TUBE INTRODUCER W/COUDE TIP 15FR X 70CM FLOWMETER OXYGEN WITH OHMEDA QC ADAPTER 0-15 LPM                | 9-01212-70                | ET Tube Disp Introducer, Blue Coude Tip, 15 French x 70cm, Adult                                       | SUN MED                  | 9-0212-70      | \$ 4.22      | 1/EA        |
| 64      | Airway<br>LPM                                                                                                        | 020631                    | Oxygen Flowmeter, Aluminum, 0-15 LPM, w/Ohmeda Quick Connect                                           | PRECISION MEDICAL        | BMFA1005       | \$ 33.76     | 1/EA        |
| 65      | Airway<br>GO PAP with BItac ED - Adult Medium                                                                        | 313-4602EA                | GO-PAP with BItac ED - Adult MED                                                                       | PULMONOWNE               | 313-4602EA     | \$ 39.50     | 1/EA        |

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Item # | City of Midlothian Item Description                                                                       | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                                  | Vendor Name                    | Part Number                    | Quoted Price | Selling UOM |
|--------|-----------------------------------------------------------------------------------------------------------|---------------------------|------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------------|--------------|-------------|
| 90     | Always UEScope 2 Blade Size D2                                                                            | 2146-03020                | Single Use Blade Size D2 for UESCOPE 2                                                               | UE MEDICAL DEVICES INC.        | 010-3020                       | \$ 40.65     | 1/EA        |
| 91     | Always UEScope 2 Blade Size D3                                                                            | 2146-03030                | Single Use Blade Size D3 for UESCOPE 2                                                               | UE MEDICAL DEVICES INC.        | 010-3030                       | \$ 40.65     | 1/EA        |
| 92     | Always UEScope 2 Blade Size D4                                                                            | 2146-03040                | Single Use Blade Size D4 for UESCOPE 2                                                               | UE MEDICAL DEVICES INC.        | 010-3040                       | \$ 40.65     | 1/EA        |
| 93     | Always UEScope 2 V1460 Kit                                                                                | 2146-01200                | UEScope 2 V1460 Starter Kit                                                                          | UE MEDICAL DEVICES INC.        | 460-1200                       | \$ 1,600.00  | 1/EA        |
| 94     | Always ViaOne Small Volume Nebulizer or equivalent                                                        | A911203                   | ViaOne Nebulizer w/Mouthpiece, Tee, Flex Hose, and 7 Foot Kink Resistant Tubing                      | WESTMED, INC.                  | 0210                           | \$ 0.95      | 1/EA        |
| 95     | Inting ABDOMINAL PADS STERILE 8 IN X 10 IN                                                                | 1212-12111                | Curaplex Abdominal Combine Dressing, Sterile, 8in x 10in                                             | THREE                          | 1212-12111                     | \$ 3.40      | 20/BX       |
| 96     | Inting BANDAGE ROLL STERILE 2 1/4 IN 96EA/CS KERUX                                                        | 150030                    | Kerlix Gauze Bandage Roll, Sterile, Soft Pouch, Small, 2.25inch x 3.0 yards                          | CARDINAL HEALTH                | 6720                           | \$ 0.75      | 1/EA        |
| 97     | Inting Bandaging/Sp Bandage, Multi-Trauma Dressing, 10 in x 30 in, Sterile, 25ea/CS                       | 16353                     | Curaplex Multi-Trauma Dressing, 12inch x 30inch, Sterile                                             | CURAPLEX BY BOUND TREE         | STORM-GZND00150                | \$ 0.78      | 1/EA        |
| 98     | Inting Board splint, padded, 3x18 in. long, orange vinyl cover                                            | 660012                    | Splint, Padded Board, 3inch x 15inch, Orange Vinyl Cover                                             | DMS                            | 60015                          | \$ 2.45      | 1/EA        |
| 99     | Inting Board splint, padded, 3x36in long, orange vinyl cover                                              | 660013                    | Splint, Padded Board, 3inch x 36inch, Orange Vinyl Cover                                             | DMS                            | 60036M                         | \$ 4.15      | 1/EA        |
| 100    | Inting Board splint, padded, 3x54in long, orange vinyl cover                                              | 660014                    | Splint, Padded Board, 3inch x 54inch, Orange Vinyl Cover                                             | DMS                            | 60054M                         | \$ 5.55      | 1/EA        |
| 101    | Inting Combat Application Tourniquet (CAT) Tactical Black, Gen 7, One-handed Tourniquet - Windlass System | 1880-13022                | Combat Application Tourniquet (CAT), One-handed Tourniquet Utilizing Windlass System, Tactical Black | NORTH AMERICAN RESCUE PRODUCTS | 30-0003                        | \$ 24.70     | 1/EA        |
| 102    | Inting Cohesive Elastic Bandage 2in (Blue)                                                                | 1121-36571                | Curaplex Cohesive Elastic Bandage, 2in, Blue                                                         | CURAPLEX BY BOUND TREE         | 1121-36571                     | \$ 16.55     | 36/BX       |
| 103    | Inting Cohesive Elastic Bandage 3in (Blue)                                                                | 1121-36572                | Curaplex Cohesive Elastic Bandage, 3in, Blue                                                         | CURAPLEX BY BOUND TREE         | 1121-36572                     | \$ 15.90     | 24/BX       |
| 104    | Inting Conforming stretch bandage, gauze, 3 in., non-sterile, clean wrap or equivalent                    | 1121-36559                | Curaplex Conforming Stretch Gauze Bandage, Non-Sterile, 3in, 12in/Box/CS                             | CURAPLEX BY BOUND TREE         | 1121-36559                     | \$ 0.80      | 12/BG       |
| 105    | Inting CONT SHARPS SHAFT 6.37"X1.22" TRANSPORTABLE CLEAR or equivalent                                    | 64250                     | Curaplex Sharps Solo                                                                                 | CURAPLEX BY BOUND TREE         | BT-64250                       | \$ 1.25      | 1/EA        |
| 106    | Inting Curaplex Alcohol Prep Pad, Large, Sterile 100/BX or equivalent                                     | 1330-86100                | Curaplex Sterile Alcohol Prep Pads, Large                                                            | CURAPLEX BY BOUND TREE         | 1330-86100                     | \$ 1.60      | 100/BX      |
| 107    | Inting Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX or equivalent                                    | 1330-85300                | Curaplex Sterile Alcohol Prep Pad, Medium                                                            | CURAPLEX BY BOUND TREE         | 1330-85300                     | \$ 1.52      | 200/BX      |
| 108    | Inting Curaplex Backboard Strap, Blue, 5 ft, Side Release Buckle, Loop Lock, Polypropylene or equivalent  | 16685                     | Curaplex Backboard Strap, Side Release Buckle, 2 Piece w/ Loop Lock, Polypropylene, Blue, 5 feet     | CURAPLEX BY BOUND TREE         | 188 STRAP BLUE (ND) DO NOT CUT | \$ 2.15      | 1/EA        |
| 109    | Inting Curaplex Bandage, Cohesive, 2 in., non-sterile, blue, self adhesive wrap or equivalent             | 1121-36572                | Curaplex Cohesive Elastic Bandage, 3in, Blue                                                         | CURAPLEX BY BOUND TREE         | 1121-36572                     | \$ 16.45     | 24/BX       |
| 110    | Inting Curaplex Blanket, Navy Blue, Fleece, 60 in x 90 in, 10ea/CS or equivalent                          | 17100MS                   | Curaplex Blanket, Fleece, 60inch x 90inch, Navy Blue                                                 | CURAPLEX BY BOUND TREE         | 17100MS                        | \$ 3.50      | 1/EA        |
| 111    | Inting Curaplex Fluff Bandage Roll 4.5"x4.1yds, 6ply, Sterile, 100ea/CS                                   | 1121-36645                | Curaplex Fluff Bandage Roll, 6ply, Sterile, 4.5" by 4.1yd                                            | CURAPLEX BY BOUND TREE         | 1121-36645                     | \$ 0.60      | 1/RL        |
| 112    | Inting Curaplex Head Immobilizer, Adult, Incl Head and Chin Straps, 20ea/CS                               | 3141-91010                | Curaplex Instant Head Immobilizer, Adult                                                             | CURAPLEX BY BOUND TREE         | BT-91010                       | \$ 3.12      | 1/EA        |
| 113    | Inting Curaplex Hot Pack - Small - 5in x 5in or equivalent                                                | 1432-56000                | Curaplex Hot Pack, Small                                                                             | CURAPLEX BY BOUND TREE         | H5050                          | \$ 0.22      | 1/EA        |
| 114    | Inting Curaplex Stop the Bleed, Basic Kit Vacuum Sealed                                                   | 8600-STB0018              | Curaplex Stop the Bleed&reg;, Basic Kit                                                              | CURAPLEX BY BOUND TREE         | 8600-STB0018                   | \$ 39.50     | 1/EA        |

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Item # | Quantity      | Item Description                                                                                                  | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                           | Vendor Name                 | Vendor Part # | Quoted Price | Unit   |
|--------|---------------|-------------------------------------------------------------------------------------------------------------------|---------------------------|-----------------------------------------------------------------------------------------------|-----------------------------|---------------|--------------|--------|
| 140    | Bandaging/Sp  | Paramedic Shears, Yellow, 5.5 in                                                                                  | 68008                     | Paramedic Shears, 5.5, Yellow                                                                 | CURAPLEX BY BOUND TREE      | 182-YELLOW    | \$ 0.75      | 1/PR   |
| 141    | Bandaging/Sp  | Pediatric/Infant Immobilization Board                                                                             | 36111                     | Curaplex PEDI Board, w/ Case                                                                  | CURAPLEX BY BOUND TREE      | STORM-PIBS    | \$ 85.00     | 1/EA   |
| 142    | Bandaging/Sp  | Perfit Ace Extrication Collar Adult                                                                               | 260281                    | Perfit ACE Adjustable Collar, Adult                                                           | AMBU                        | 000281000     | \$ 3.20      | 1/EA   |
| 143    | Bandaging/Sp  | Perfit Ace Extrication Collar Pediatric                                                                           | 260280                    | Perfit Mini ACE Adjustable Collar, Pediatric                                                  | AMBU                        | 000281106     | \$ 3.20      | 1/EA   |
| 144    | Bandaging/Sp  | QuikClot EMS Rolled Gauze, 3 inch x 48 inch, Sterile, White, Nonwoven w/Xcelin                                    | 1214-00572                | QuikClot Bleeding Control Dressing, Roll (3 IN x 4 Feet)                                      | Z-MEDICA LLC                | 572           | \$ 18.55     | 1/EA   |
| 145    | Bandaging/Sp  | SAM Pelvic Sling II                                                                                               | 665566                    | SAM Pelvic Sling II, Standard, 32-50inch Hip                                                  | SAM MEDICAL                 | PS301-OB-EN   | \$ 62.55     | 1/EA   |
| 146    | Bandaging/Sp  | SWAT-TOURNIQUET, TACTICAL BLACK                                                                                   | G1092                     | SWAT-Tourniquet, Tactical Black                                                               | H & H MEDICAL CORPORATION   | SWAT-TBLK-CA  | \$ 8.55      | 1/EA   |
| 147    | Bandaging/Sp  | TAPE ADHESIVE CLOTH 1 IN X 10 YARDS                                                                               | 1110-14007                | Curaplex&reg; Cloth Tape, 1 In X 10 Yds                                                       | CURAPLEX BY BOUND TREE      | 1841-14007    | \$ 7.90      | 12/BOX |
| 148    | Bandaging/Sp  | TAPE ADHESIVE CLOTH 3 IN X 10 YARDS                                                                               | 1110-14009                | Curaplex&reg; Cloth Tape, 3 In X 10 Yds                                                       | CURAPLEX BY BOUND TREE      | 1841-14009    | \$ 7.90      | 4/BOX  |
| 149    | Bandaging/Sp  | VACUUM MATTRESS DELUXE WITH 6 HANDLES CARRY CASE AND LARGE PUMP EVAC-U-SPUNT                                      | MT90001                   | Air Transport Vacuum Spine Board Set, 8 Handles w/Rolls Incl Case, Pump and Pelvic Strap, 6ft | CURAPLEX BY BOUND TREE      | MT90001       | \$ 857.50    | 1/EA   |
| 150    | Bandaging/Sp  | Vacuum Splint, EVAC-U-SPUNT, Large Extremity                                                                      | 560103                    | Evac-U-Splint Vacuum Extremity Splint (split only), LG                                        | HARTWELL MEDICAL LLC        | EV 103        | \$ 140.50    | 1/EA   |
| 151    | Bandaging/Sp  | Vacuum Splint, EVAC-U-SPUNT, Medium Extremity                                                                     | 560102                    | Evac-U-Splint Vacuum Extremity Splint (split only), MED                                       | HARTWELL MEDICAL LLC        | EV 102        | \$ 99.98     | 1/EA   |
| 152    | Bandaging/Sp  | Vacuum Splint, EVAC-U-SPUNT, Small Extremity                                                                      | 560101                    | Evac-U-Splint Vacuum Extremity Splint (split only), SM                                        | HARTWELL MEDICAL LLC        | EV 101        | \$ 75.00     | 1/EA   |
| 153    | Control/Clean | BIOHAZARD BAG RED 7-10 GAL 23 X 23 1.2MIL 500/CS                                                                  | 290116                    | Biohazard Waste Bag, 1.2 mil, Red w/Black Print, 23inch x 23inch, 7-10gal                     | MEDEGEN MEDICAL PRODUCTS    | F116          | \$ 0.09      | 1/EA   |
| 154    | Control/Clean | Cleaning agent that will kill COVID 19 (Spray bottle)                                                             | 1061-82830                | Clorox Hydrogen Peroxide Green Label Disinfectant Cleaner, 32 oz Spray Bottle                 | ESSENDANT                   | 30828         | \$ 6.90      | 1/EA   |
| 155    | Control/Clean | Cleaning agent that will kill COVID 19 (wipes canister)                                                           | 1061-100                  | CanWipes Surface Disinfectant Wipes, 6inch x 6 3/4inch                                        | METREX RESEARCH CORPORATION | 13-1100       | \$ 9.25      | 160/TB |
| 156    | Control/Clean | Clorox Healthcare Hydrogen Peroxide Wipes Tub 95                                                                  | 1061-82403                | Clorox Hydrogen Peroxide Disinfectant Wipes, 6.75inch x 9inch                                 | ESSENDANT                   | CL030824      | \$ 47.77     | 6/CS   |
| 157    | Control/Clean | Disinfectant Cleaner Spray Bottle, 32oz                                                                           | 1061-82830                | Clorox Hydrogen Peroxide Green Label Disinfectant Cleaner, 32 oz Spray Bottle                 | ESSENDANT                   | 30828         | \$ 7.55      | 1/EA   |
| 158    | Control/Clean | COMT SHARPS SHAFT 6.37"X1.22" TRANSPORTABLE CLEAR or equivalent                                                   | 64250                     | Curaplex Sharps Solo                                                                          | CURAPLEX BY BOUND TREE      | BT-64250      | \$ 1.79      | 1/EA   |
| 159    | Control/Clean | Curaplex Infection Control Kit, Latex Free, Incl Gloves, Gown, Mask w/Shield, Alcohol Wipes, BioBag or equivalent | 670202-KIT                | Curaplex PPE Kit- Basics Faceshield                                                           | CURAPLEX BY BOUND TREE      | 670202-KIT    | \$ 9.55      | 1/EA   |
| 160    | Control/Clean | GERMICIDAL SOLUTION 32 OZ BOTTLE 6/CS SANIDIZE 348101 R3127                                                       |                           | Sanizide Plus Disinfectant/Deodorizer, Spray Bottle, 32oz                                     | SAFETEC                     | 34810         | \$ 8.15      | 1/EA   |

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Item ID | City of Midlothian Item Description                                                                                    | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                                      | Vendor Name                | Vendor Item #   | Quoted Price | Unit Price |
|---------|------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------------------------------|----------------------------|-----------------|--------------|------------|
| 178     | Infection Control/Clean<br>Inf<br>Microdot Bleach Wipes                                                                | CS600-12                  | *MFG B/D * WIPES BLEACH MICRODOT (150/TUB)                                                               | Cambridge Sensors USA, LLC | 600-12          | \$ 10.22     | 150/TB     |
| 179     | Infection Control/Clean<br>Inf<br>Multi-Purpose Collection Bag with Hook                                               | 1071-17367                | Curaplex Multi-Purpose Collection Bag with Hook 12/PK 40PK/CS                                            | CURAPLEX BY BOUND TREE     | 1071-17367      | \$ 8.75      | 12/PK      |
| 180     | Infection Control/Clean<br>Inf<br>Particulate Respirator, N95 Mask, Large Size                                         | 1513                      | N95 1500 Series Respirator Mask, Disposable, Molded Nose Bridge, LG                                      | MOLDEX-METRIC, INC.        | 1513            | \$ 21.99     | 20/BX      |
| 181     | Infection Control/Clean<br>Inf<br>Particulate Respirator, N95 Mask, Tecnol, Regular Size 35/bx 6bx/CS                  | 861B                      | FLUIDSHIELD N95 Particulate Filter Respirator and Surgical Mask, w/Headband, Orange, Safety Seal Regular | O&M Halyard, Inc           | 46767           | \$ 0.74      | 1/EA       |
| 182     | Infection Control/Clean<br>Inf<br>Particulate Respirator, N95 Mask, XL Size                                            | 1031-46827                | FluidShield, N95 Respirator, Small Size, 35/BX, 6BX/CS                                                   | O&M Halyard, Inc           | 46827           | \$ 109.99    | 35/BX      |
| 183     | Infection Control/Clean<br>Inf<br>Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx | 1063-20763                | FireWipes, Personal Wipes, for Soot Removal, 8in x 12in, Textured, Disposable                            | Firewipes                  | FW0207CA        | \$ 10.10     | 12/BX      |
| 184     | Infection Control/Clean<br>Inf<br>SAFETY GLASSES, V20 PURITY, CLEAR ANTI-FOG LENS KIMBERLY CLARK or equivalent         | 660274                    | Kimberly Clark V20 Safety Glasses, Clear Anti-Fog Lens                                                   | MED PLUS SERVICES USA      | 25654           | \$ 1.95      | 1/PR       |
| 185     | Infection Control/Clean<br>Inf<br>SCALPEL DISPOSABLE STERILE 11 30EA/BX 4111                                           | 400012                    | Medicut Scalpel, Sterile, Disposable, Size 11                                                            | DYNAREX CORPORATION        | 4111            | \$ 0.45      | 1/EA       |
| 186     | Infection Control/Clean<br>Inf<br>SHARPS CONTAINER IN ROOM RED 5 QUART 12.5 IN X 5.5 IN X10.75 IN 20/CS                | 1860-08708                | Curaplex Sharps Container, Mailbox/Rotating Lid, 10.5in x 3.5in x 10.5in, 5.4 Quart                      | CURAPLEX BY BOUND TREE     | 1860-08708      | \$ 3.37      | 1/EA       |
| 187     | Infection Control/Clean<br>Inf<br>SHARPS CONTAINER OLD STYLE SQUARE RED 4.7 QUART 10 IN X 6 IN X 7.75 IN 12/CS         | 1860-08706                | Curaplex Sharps Container, Flat, 10in L x 7in W x 6.75in H, 4 Quart                                      | CURAPLEX BY BOUND TREE     | 1860-08706      | \$ 3.35      | 1/EA       |
| 188     | Infection Control/Clean<br>Inf<br>SHARPS CONTAINER STACK RED WITH CLEAR LID 1 QUART 6.25 IN H X 4.25 IN D X 4.5 IN     | 1860-08702                | Curaplex Sharps Container, Flip, 3.5in L x 3.5in W x 7in H, 1 Quart                                      | CURAPLEX BY BOUND TREE     | 1860-08702      | \$ 1.15      | 1/EA       |
| 189     | Infection Control/Clean<br>Inf<br>SLEEVE WHITE GAUNTLET, ELASTIC OPENINGS, 18 IN (arm coverings)                       | 295502                    | *NON-RETURNABLE* SLEEVE COVERS YELLOW 18 IN 100P/ARI/CS                                                  | SAFETY TODAY               | 002501-YPE      | \$ 1.47      | 1/PR       |
| 190     | Infection Control/Clean<br>Inf<br>SPIT SOCK FACE COVER TO PREVENT PATIENT SPITTING                                     | 1033-15311                | Spit Sock Hood, to Prevent Spitting                                                                      | STEARNS WEAR               | SPIT SOCK WHITE | \$ 3.10      | 1/EA       |
| 191     | IV Supplies and Needles<br>Curaplex Dart w/vial adaptor kit                                                            | 670212-KIT                | Curaplex Dart w/ Vial Adaptor Kit (3CC Springs)                                                          | CURAPLEX BY BOUND TREE     | 670212-KIT      | \$ 7.55      | 1/EA       |
| 192     | IV Supplies and Needles<br>CATHETER INTRAVENOUS (IV) 16 ga x 1 1/4 IN 50/BX                                            | 353062                    | Protectiv Plus IV Catheters, 16ga x 1 1/4inch                                                            | SMITHS MEDICAL ASD, INC.   | 306201          | \$ 1.54      | 1/EA       |
| 193     | IV Supplies and Needles<br>CATHETER INTRAVENOUS (IV) 18 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS                           | 353065                    | Protectiv Plus IV Catheters, 18ga x 1 1/4inch                                                            | SMITHS MEDICAL ASD, INC.   | 306501          | \$ 1.54      | 1/EA       |
| 194     | IV Supplies and Needles<br>CATHETER INTRAVENOUS (IV) 20 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS                           | 353067                    | Protectiv Plus IV Catheters, 20ga x 1inch                                                                | SMITHS MEDICAL ASD, INC.   | 306701          | \$ 1.54      | 1/EA       |

Bound Tree Medical, LLC

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Item # | City of Midlothian Item Description                                                                                                   | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                        | Vendor Name              | Vendor Item #     | Quoted Price | Selling Unit |
|--------|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------------------------------------------------------------------------|--------------------------|-------------------|--------------|--------------|
| 212    | IV Supplies and Needles<br>Lancets, Unistix 3 Comfort Safety, 28 ga x 1.8 mm, Single Use, Purple                                      | 2764-70728                | Curaplex® Reg. Safety Lancet, 28 Gauge, Orange                                             | CURAPLEX BY BOUND TREE   | SUL28G-2764-70728 | \$ 6.25      | 100/BX       |
| 213    | IV Supplies and Needles<br>Lancets, Unistix 3 Normal Safety, 23 ga x 1.8 mm, Single Use, Yellow                                       | 675-AT1002                | Unistix 3 Normal Safety Lancet, 1.8mm, 23ga, 100/Box                                       | OWEN MUMFORD INC         | AT 1002           | \$ 17.25     | 100/BX       |
| 214    | IV Supplies and Needles<br>Needle Hypodermic, SafetyGlide, 18 ga x 1.5 inch, with shielding mechanism                                 | 1641-76618                | BD Eclipse Safety Needles, 18ga x 1 1/2inch                                                | BECTON DICKINSON         | 305766            | \$ 22.35     | 100/BX       |
| 215    | IV Supplies and Needles<br>Needle Hypodermic, SafetyGlide, 21 ga x 1 inch, with shielding mechanism                                   | 67305916                  | Safety Glide Hypodermic Needle, 25ga x 3/4inch                                             | Becton Dickinson         | 305916            | \$ 0.40      | 1/EA         |
| 216    | IV Supplies and Needles<br>Syringe and Needle, 30cc, 21 ga x 1 1/2 inch                                                               | 11297                     | Syringe with Needle, Luer-lock Tip, 3cc, 21ga x 1-1/2in, Deep Green Hub                    | EXEL INTERNATIONAL, INC. | 26107             | \$ 0.09      | 1/EA         |
| 217    | IV Supplies and Needles<br>Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch                                                 | 11278                     | Tuberculin Syringe w/ Needle, Luer-Slip, 1cc, 25ga x 5/8in                                 | EXEL INTERNATIONAL, INC. | 26044             | \$ 0.10      | 1/EA         |
| 218    | IV Supplies and Needles<br>Syringe and Needle, EXEL, 1cc Tuberculin, 26 ga x 3/2 inch                                                 | 30-260408X                | Tuberculin Syringe w/ Needle, Luer-Slip, 1cc, 27ga x 1/2in                                 | EXEL INTERNATIONAL, INC. | 26040             | \$ 10.40     | 100/BX       |
| 219    | IV Supplies and Needles<br>Syringe and Safety Needle, BD 3cc LL w/Eclipse 21 ga x 1 in Detachable Needle                              | 625779                    | Syringe, Detachable Eclipse Needle, 21ga x 1inch, 3cc                                      | BECTON DICKINSON         | 305779            | \$ 0.26      | 1/EA         |
| 220    | IV Supplies and Needles<br>Syringe and Safety Needle, BD 5cc LL w/Eclipse 22 ga x 1 in Detachable Needle                              | C012350                   | Safety Glide Hypodermic Needle, 22ga x 1 1/2inch                                           | BECTON DICKINSON         | 305900            | \$ 15.90     | 50/BX        |
| 221    | IV Supplies and Needles<br>SYRINGE ONLY LUER LOCK 30CC                                                                                | 1633-30430                | Syringe Only, Luer Lock, 30cc                                                              | B. BRAUN MEDICAL, INC    | 4617304F-02       | \$ 0.44      | 1/EA         |
| 222    | IV Supplies and Needles<br>SYRINGE ONLY LUER LOCK 60CC                                                                                | 620300                    | Syringe (Only), Luer Lock w/cap, 50-60cc                                                   | EXEL INTERNATIONAL, INC. | 26300             | \$ 16.12     | 25/BX        |
| 223    | IV Supplies and Needles<br>Syringe, Luer Lock, 30-35cc                                                                                | 1633-29030                | Syringe, Luer Lock w/Cap, 30-35cc                                                          | EXEL INTERNATIONAL, INC. | 26290             | \$ 0.42      | 1/EA         |
| 224    | IV Supplies and Needles<br>Tourniquet (non latex) individual rolled                                                                   | 1841-14000                | Curaplex Tourniquet, Latex Free 3in x 18in, Rolled, Blue                                   | CURAPLEX BY BOUND TREE   | 1841-14000        | \$ 19.98     | 250/BG       |
| 225    | IV Supplies and Needles<br>WIAL ACCESS CANNULA 100/BX 10BX/CS INTERLINK (P-15 and Lucas                                               | 353367                    | Interlink Vial Access Cannula, 15#                                                         | BECTON DICKINSON         | 303367            | \$ 0.35      | 1/EA         |
| 226    | IV Supplies and Needles<br>4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15 (P-15 and Lucas | 2743-02011                | 4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15 | STRYKER                  | 11111-000020      | \$ 345.70    | 1/EA         |
| 227    | IV Supplies and Needles<br>6-WIRE PRECORDIAL LEADS FOR A 12-LEAD ECG CABLE FOR LUFPAX 15                                              | 2743-02211                | 6-Wire Precordial Leads for a 12-Lead ECG Cable                                            | STRYKER                  | 11111-000022      | \$ 131.25    | 1/EA         |
| 228    | IV Supplies and Needles<br>ECG Chart Paper, Thermal, 108mm, Red Grid, for Physio-Control LP15 or equivalent                           | 2745-10108                | Curaplex® ECG Chart Paper, Thermal, 108mm, red grid, for Physio-Control LP11, LP12, LP15   | CURAPLEX BY BOUND TREE   | LP12              | \$ 1.40      | 1/RL         |

11 of 19

Bound Tree Medical, LLC



Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Item # | City of Midlothian Item Description | Bound Tree Medical Item # | Manufacturer/Supplier/Description                                                         | Vendor Name            | Vendor Part # | Quoted Price | Selling Unit |
|--------|-------------------------------------|---------------------------|-------------------------------------------------------------------------------------------|------------------------|---------------|--------------|--------------|
| 246    | LP-15 and Lucas Supplies            | 4510-04676                | Lucas 2 Section Cuff, Disposable, 3/pack                                                  | STRYKER                | 11576-000046  | \$ 125.90    | 3/PK         |
| 247    | LP-15 and Lucas Supplies            | 2743-02406                | Masimo Rainbow RC-4 Compatible Cable for SpO2, 4 ft                                       | MASIMO                 | 2406          | \$ 94.35     | 1/EA         |
| 248    | LP-15 and Lucas Supplies            | 2712-04971                | Masimo SET Rainbow Sensor, 3 ft, Reusable, Adult                                          | STRYKER                | 11171-000049  | \$ 557.75    | 1/EA         |
| 249    | LP-15 and Lucas Supplies            | 2743-02869                | Sensor, Rainbow Direct Connect, Pediatric, 3 Foot DCIP, SpO2, SpCO, SpMet (methemoglobin) | MASIMO                 | 2069          | \$ 779.00    | 1/EA         |
| 250    | LP-15 and Lucas Supplies            | 2750-57711                | Mobile Battery Charger, for the LifePak 15 LP15                                           | STRYKER                | 11577-000011  | \$ 1,889.47  | 1/EA         |
| 251    | LP-15 and Lucas Supplies            | 16384                     | Curaplex Select Multi-Function Defibrillator Pads, Physio Control, Adult                  | CURAPLEX BY BOUND TREE | 6600205H      | \$ 15.55     | 1/PR         |
| 252    | LP-15 and Lucas Supplies            | 16384                     | Curaplex Select Multi-Function Defibrillator Pads, Physio Control, Adult                  | CURAPLEX BY BOUND TREE | 6600205H      | \$ 15.55     | 1/PR         |
| 253    | LP-15 and Lucas Supplies            | 2615-63501                | UltraCheck BP Cuff, Adult Single Tube, Reusable, 26-35cm, HP Fitting                      | SPACELABS HEALTHCARE   | US2635HP-05   | \$ 13.28     | 1/EA         |
| 254    | LP-15 and Lucas Supplies            | 2615-32003                | UltraCheck BP Cuff, Child Single Tube, Reusable, 13-20cm, HP Fitting                      | SPACELABS HEALTHCARE   | US1320HP-05   | \$ 8.95      | 1/EA         |
| 255    | LP-15 and Lucas Supplies            | 2615-81409                | UltraCheck BP Cuff, Infant Single Tube, Reusable, 8-14cm, HP Fitting                      | SPACELABS HEALTHCARE   | US0814HP-05   | \$ 7.95      | 1/EA         |
| 256    | LP-15 and Lucas Supplies            | 2615-24212                | UltraCheck BP Cuff, LG Adult Single Tube, Reusable, 32-42cm, HP Fitting                   | SPACELABS HEALTHCARE   | US3242HP-05   | \$ 14.95     | 1/EA         |
| 257    | LP-15 and Lucas Supplies            | 2615-82619                | UltraCheck BP Cuff, SM Adult Single Tube, Reusable, 18-26cm, HP Fitting                   | SPACELABS HEALTHCARE   | US1826HP-05   | \$ 10.35     | 1/EA         |
| 258    | LP-15 and Lucas Supplies            | 2613-28148                | NIBP Hose, Bayonet Design, Coiled, 9 ft                                                   | STRYKER                | 21300-008148  | \$ 82.25     | 1/EA         |
| 259    | LP-15 and Lucas Supplies            | 2746-11541                | REDI-CHARGE Battery Charger Base                                                          | STRYKER                | 11141-000115  | \$ 1,389.90  | 1/EA         |
| 260    | LP-15 and Lucas Supplies            | 2712-04126                | Masimo SET LNCs Adh Adhesive Sensor, Disposable, Adult, Greater than 30kg                 | MASIMO                 | 1859          | \$ 12.92     | 1/EA         |
| 261    | LP-15 and Lucas Supplies            | 2712-03911                | Masimo SET M-LNCs Adhesive Sensor, 18 inch, Adult                                         | STRYKER                | 11171-000039  | \$ 13.90     | 1/EA         |
| 262    | LP-15 and Lucas Supplies            | 2732-41371                | Masimo SET M-LNCs SpO2 Sensor, Adhesive, Disposable, Infant                               | STRYKER                | 11171-000041  | \$ 18.18     | 1/EA         |

13 of 19

Bound Tree Medical, LLC



Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Line # | City of Midlothian Item Description | Bound Tree Medical Item # | Bound Tree Medical Item Description                                      | Vendor Name               | Vendor Part #  | Quoted Price | Unit Price |
|--------|-------------------------------------|---------------------------|--------------------------------------------------------------------------|---------------------------|----------------|--------------|------------|
| 283    | Medications                         | 373804                    | CALCIUM CHLORIDE 1GM 10ML LUERJET                                        | IMS LIMITED               | 7632933041     | \$ 110.15    | 10/BX      |
| 284    | Medications                         | 373804                    | Calcium Chloride 1gm, 10ml Luer Jet 10108                                | IMS LIMITED               | 7632933041     | \$ 111.42    | 10/BX      |
| 285    | Medications                         | 0001-05                   | Certa Dose Epinephrine Convenience Kit                                   | SPECIALTY PHARM SVC       | CD-EPI-005     | \$ 96.75     | 1/EA       |
| 286    | Medications                         | 377515                    | DEXTROSE 50% 250ML 50ML ANSYR SYRINGE 1013C                              | PFIZER INC.               | 0409751716     | \$ 108.70    | 10/BX      |
| 287    | Medications                         | 373801                    | DEXTROSE 50% 25GM, 50ML LUER JET 1013B                                   | IMS LIMITED               | 7632933011     | \$ 152.70    | 10/PK      |
| 288    | Medications                         | 7520-70                   | Dextrose D10 250cc                                                       | B. BRAUN MEDICAL INC      | L5202          | \$ 2.72      | 1/EA       |
| 289    | Medications                         | 6013-10                   | Dilazem, 25mg, 5ml Vial *Refrigerate*                                    | Hilma Pharmaceuticals USA | 0641601310     | \$ 35.15     | 10/BX      |
| 290    | Medications                         | 1000200                   | DIPHENHYDRAMINE 50MG/ML 1ML SDV 2035 - BENADRYL                          | HF Acquisition CO, LL     | 1000200        | \$ 4.35      | 1/EA       |
| 291    | Medications                         | 374921                    | Epinephrine 1:10000 1MG 10ML LIFESHIELD SYRINGE 1019A                    | PFIZER INC.               | 0405492134     | \$ 61.15     | 10/BX      |
| 292    | Medications                         | 374921                    | Epinephrine 1:10000, 1mg, 10ml                                           | PFIZER INC.               | 0405492134     | \$ 61.15     | 10/BX      |
| 293    | Medications                         | 373816                    | Epinephrine 1:10000, 1mg, 10ml Luer Jet 1019B                            | IMS LIMITED               | 7632933161     | \$ 95.75     | 10/PK      |
| 294    | Medications                         | 0159-25EA                 | Epinephrine 1:1000                                                       | CARDINAL HEALTH RX        | 995914         | \$ 465.75    | 25/PK      |
| 295    | Medications                         | 379094                    | Fentanyl 100mcg/1ml vial                                                 | PFIZER INC.               | 0409909422     | \$ 32.80     | 25/BX      |
| 296    | Medications                         | 0593-03                   | Glucagon 1mg, 1ml vial kit with 1ml Sterile Water                        | OTHER                     | 63323-0593-03  | \$ 147.50    | 1/EA       |
| 297    | Medications                         | 000002145001              | Glucagon, 1mg Lily Red Kit                                               | MANUFACTURER              | 2856090        | \$ 349.50    | 1/EA       |
| 298    | Medications                         | 602248                    | Glucose Gel, 15 gm, Strawberry Flavor 3/pk (Transcend)                   | CARDINAL HEALTH-PHARMA    | 6379           | \$ 3.55      | 3/PK       |
| 299    | Medications                         | LN7637                    | Glucose Gel, 15gm, Orange Flavor 3/pk (Transcend)                        | UFE NUTRITION LLC         | 7637           | \$ 3.55      | 3/PK       |
| 300    | Medications                         | 373474                    | HALOPERIDOL 5MG 1ML VIAL                                                 | OTHER                     | 437401 (25/PK) | \$ 187.70    | 25/PK      |
| 301    | Medications                         | AB2723-01C                | Heparin 5000u/1ml vial                                                   | PFIZER INC.               | 0409-2723-01   | \$ 34.90     | 25/BX      |
| 302    | Medications                         | 7620-03                   | Heparin pre-mixed 250 or 500cc bag                                       | PFIZER INC.               | 0409762003     | \$ 74.75     | 18/CS      |
| 303    | Medications                         | 379801                    | IPRATROPIUM BROMIDE 0.02%, 0.5MG/2.5ML INDIVIDUALLY WRAPPED              | NEPHRON                   | 9801-01        | \$ 5.90      | 30/BX      |
| 304    | Medications                         | 600-10                    | IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc Syringe, Sterile | PHARMACEUTICALS CORP      | 2T0806         | \$ 0.33      | 1/EA       |
| 305    | Medications                         | 1921-16217                | IV Solution, Dextrose 10% 250ml Bag 36ea/cs Baxter                       | ACQUABILI                 | 280167Q        | \$ 5.52      | 1/EA       |

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Item # | City of Midlothian Item Description | Bound Tree Medical Item # | Expend Item Description                                                                                  | Manufacturer                                    | Vendor Item # | Quoted Price | Selling Unit |
|--------|-------------------------------------|---------------------------|----------------------------------------------------------------------------------------------------------|-------------------------------------------------|---------------|--------------|--------------|
| 330    | Medications                         | 376625                    | SODIUM BICARBONATE 8.4%                                                                                  | PRIZER INC. (HOSPIRA)                           | 0409662502    | \$ 280.00    | 25/BX        |
| 331    | Medications                         | 371035                    | Sodium Bicarbonate 8.4% 50ml Luer Jet 1035B                                                              | IMS LIMITED                                     | 7632933521    | \$ 147.12    | 10/PK        |
| 332    | Medications                         | 376637                    | SODIUM BICARBONATE 8.4% LIFESHIELD SYRINGE 1035A                                                         | PRIZER INC. (HOSPIRA)                           | 0409663734    | \$ 115.90    | 10/BX        |
| 333    | Medications                         | 0409-0047-22              | Solu-Medrol, 125mg, 2ml ACT-O-VIAL or equivalent                                                         | PRIZER INC. (HOSPIRA) Hikma Pharmaceuticals USA | 0009-0047-22  | \$ 242.35    | 25/BX        |
| 334    | Medications                         | 9746-10EA                 | Terbutaline 1mg, 1ml Vial                                                                                | Pharmaceuticals USA                             | 0143974610    | \$ 47.55     | 10/BX        |
| 335    | Medications                         | 0166-41                   | Transaminic Acid 100mg/ml, 10ml vial                                                                     | CARDINAL HEALTH-PHARMA                          | 5099510       | \$ 117.50    | 10/BX        |
| 336    | Medications                         | 0931-44                   | Vecuronium 10mg/10ml vial                                                                                | CARDINAL HEALTH-PHARMA                          | 5058045       | \$ 91.15     | 10/BX        |
| 337    | SUCTION                             | 533-MS-YK20EA             | Curaplex Yankauer Suction Kit, Bulb Tip and Tubing w/Control Vent, 1/4 in ID x 6 ft Tubing or equivalent | CURAPLEX BY BOUND TREE                          | BT-YK20       | \$ 1.04      | 1/EA         |
| 338    | SUCTION                             | 2212-11200                | Curaplex Disposable Suction Canister, 1200cc or equivalent                                               | CURAPLEX BY BOUND TREE                          | 484410        | \$ 2.48      | 1/EA         |
| 339    | SUCTION                             | 2743-80422                | Laerdal Medical Coaxial Vacuum Connector 33cm 12/PK                                                      | LAERDAL MEDICAL CORP.                           | 780422        | \$ 11.65     | 12/PK        |
| 340    | SUCTION                             | L780020                   | LSU SUCTION UNIT LF W/ DISPOSABLE CANISTER AND TUBING LAERDAL                                            | LAERDAL MEDICAL CORP.                           | 78001001      | \$ 887.85    | 1/EA         |
| 341    | SUCTION                             | 2212-11200                | Medi-Vac Guardian Disposable Hard Suction Canister 1200ml                                                | CURAPLEX BY BOUND TREE                          | 484410        | \$ 2.48      | 1/EA         |
| 342    | SUCTION                             | 36090                     | Suction Catheter, 6 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                  | CURAPLEX BY BOUND TREE                          | 36090         | \$ 0.12      | 1/EA         |
| 343    | SUCTION                             | 36091                     | Suction Catheter, 8 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                  | CURAPLEX BY BOUND TREE                          | 36091         | \$ 0.12      | 1/EA         |
| 344    | SUCTION                             | 36092                     | Suction Catheter, 10 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                 | CURAPLEX BY BOUND TREE                          | 36092         | \$ 0.12      | 1/EA         |
| 345    | SUCTION                             | 36093                     | Suction Catheter, 12 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                 | CURAPLEX BY BOUND TREE                          | 36093         | \$ 0.12      | 1/EA         |
| 346    | SUCTION                             | 36094                     | Suction Catheter, 14 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                 | CURAPLEX BY BOUND TREE                          | 36094         | \$ 0.12      | 1/EA         |
| 347    | SUCTION                             | 36095                     | Suction Catheter, 16 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                 | CURAPLEX BY BOUND TREE                          | 36095         | \$ 0.12      | 1/EA         |
| 348    | SUCTION                             | 36096                     | Suction catheter, 18 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                 | CURAPLEX BY BOUND TREE                          | 36096         | \$ 0.12      | 1/EA         |
| 349    | SUPPLIES                            | 17100MS                   | Curaplex Blanket, Fleece 60x90 blue                                                                      | CURAPLEX BY BOUND TREE                          | 17100MS       | \$ 3.50      | 1/EA         |
| 350    | SUPPLIES                            | 3271-63802                | Curaplex Blanket, Polyester 40x80 Gray                                                                   | CURAPLEX BY BOUND TREE                          | 3271-63802    | \$ 30.99     | 10/CS        |
| 351    | SUPPLIES                            | 3246-12345                | Curaplex Patient Transporter 1200lb or greater capacity or equivalent                                    | CURAPLEX BY BOUND TREE                          | 3246-12345    | \$ 15.25     | 1/EA         |
| 352    | SUPPLIES                            | 3271-62602                | Curaplex XPS Fitted Stretcher Sheet, 36 x 90, Fluid Resist 30/cs or equivalent                           | CURAPLEX BY BOUND TREE                          | 3271-62602    | \$ 45.50     | 30/CS        |
| 353    | SUPPLIES                            | 206-085-7015EA            | Pillow, disposable, 18 x 24, 12 oz., polyester fill, non-allergenic, 12ea/cs                             | CARE LINE INC.                                  | 089-7015      | \$ 2.40      | 1/EA         |
| 354    | SUPPLIES                            | 506022BK                  | Restraint Strap, Black, 2 pc, 5 ft, Nylon, Metal Push Button Buckle, Loop Ends                           | DMS                                             | 11152BK       | \$ 8.39      | 1/EA         |

17 of 19

Bound Tree Medical, LLC

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Item # | City of Midlothian Item Description                                                        | Bound Tree Medical Item # | Bound Tree Medical Item Description                                              | Vendor Name               | Quantity | Quoted Price | Unit of Measure |
|--------|--------------------------------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------|---------------------------|----------|--------------|-----------------|
| 383    | Various                                                                                    |                           |                                                                                  | PHILIPS MEDICAL           |          |              |                 |
| 383    | Lumify L12-4 System                                                                        | 5000-68821                | Lumify L12-4 System                                                              | FUSE882                   |          | \$ 5,119.00  | 1/EA            |
| 384    | Various                                                                                    |                           |                                                                                  | PHILIPS MEDICAL           |          |              |                 |
| 384    | Lumify S4-1 Bundle                                                                         | 5000-68840                | Lumify S4-1 Bundle                                                               | FUSE884                   |          | \$ 5,119.00  | 1/EA            |
| 385    | Various                                                                                    |                           |                                                                                  | PHILIPS MEDICAL           |          |              |                 |
| 385    | Lumify CS-2 Bundle                                                                         | 5000-68811                | Lumify CS-2 Bundle                                                               | FUSE881                   |          | \$ 5,119.00  | 1/EA            |
| 386    | Various                                                                                    |                           |                                                                                  | LAERDAL MEDICAL CORP.     |          |              |                 |
| 386    | MANIKIN FACE SHIELD 36/RL GR/CS                                                            | 1151200                   | Manikin Face Shields, 36/roll                                                    | 15120103                  |          | \$ 10.96     | 36/RL           |
| 387    | Various                                                                                    |                           |                                                                                  | CURAPLEX BY BOUND TREE    |          |              |                 |
| 387    | OB Kit, poly bagged with scalpel                                                           | 444001                    | Curaplex OB Kit Poly Bagged With Scalpel                                         | 444001                    |          | \$ 11.45     | 1/EA            |
| 388    | Various                                                                                    |                           |                                                                                  | AMERICAN DIAGNOSTIC CORP. |          |              |                 |
| 388    | Palm Aneroid Replacement Gauge for 703, 705, 731, 732, 740 and 788 Series, Next Generation | 540104                    | Diagnostix 804N Palm Style BP Replacement Gauge Only                             | 804N                      |          | \$ 35.00     | 1/EA            |
| 389    | Various                                                                                    |                           |                                                                                  | WELCH ALLYN, INC.         |          |              |                 |
| 389    | Probe Covers for SureTemp Thermometers 690, Disposable                                     | 2733-53175                | Probe Covers for SureTemp Thermometers, Disposable                               | 05031-750                 |          | \$ 10.40     | 250/BX          |
| 390    | Various                                                                                    |                           |                                                                                  | PRECISION MEDICAL         |          |              |                 |
| 390    | Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut                                       | 2920-14180                | Probe Covers for SureTemp Thermometers, Disposable                               | HA-U1C4-00180             |          | \$ 51.25     | 1/EA            |
| 391    | Various                                                                                    |                           |                                                                                  | CURAPLEX BY BOUND TREE    |          |              |                 |
| 391    | Ring Cutter                                                                                | 61511                     | Female Hex Nut                                                                   | 47-373                    |          | \$ 4.25      | 1/EA            |
| 392    | Various                                                                                    |                           |                                                                                  | CURAPLEX BY BOUND TREE    |          |              |                 |
| 392    | Ring Cutter, Replacement blades Magnum Medical Ring Cutter                                 | 61512                     | Curaplex Ring Cutter Replacement Blades                                          | 815                       |          | \$ 1.60      | 1/EA            |
| 393    | Various                                                                                    |                           |                                                                                  | DYNAREX CORPORATION       |          |              |                 |
| 393    | SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111                                                 | 400012                    | Medicut Scalpel, Sterile, Disposable, Size 11                                    | 4111                      |          | \$ 0.45      | 1/EA            |
| 394    | Various                                                                                    |                           |                                                                                  | HEALTH CARE               |          |              |                 |
| 394    | Single-Use Transport Bubble Bag, 4 in x 5.5 in, 100/pkg                                    | 1980-61810                | Single-Use Transport Bubble Bag, 4inch x 5 1/2inch                               | 7618-10                   |          | \$ 21.70     | 100/PK          |
| 395    | Various                                                                                    |                           |                                                                                  | BAXTER HEALTHCARE         |          |              |                 |
| 395    | Sterile Water for Irrigation, 250ml Plastic Pour Bottle                                    | 607112                    | Sterile Water Irrigation Solution, 250ml Pour Bottle                             | 2F7112                    |          | \$ 2.77      | 1/EA            |
| 396    | Various                                                                                    |                           |                                                                                  | B. BRAUN MEDICAL, INC.    |          |              |                 |
| 396    | Sterile Water for Irrigation, 500ml Plastic Pour Bottle                                    | 355001                    | Sterile Water For Irrigation, 500ml Plastic Irrigation Container                 | 85001-01                  |          | \$ 1.84      | 1/EA            |
| 397    | Various                                                                                    |                           |                                                                                  | AMERICAN DIAGNOSTIC CORP. |          |              |                 |
| 397    | Stethoscope (Adscope-Lite 619 30 in length Red)                                            | 2621-61922                | Adscope-Lite 619, Stethoscope, Black                                             | 619BK                     |          | \$ 19.55     | 1/EA            |
| 398    | Various                                                                                    |                           |                                                                                  | DIAGNOSTIC CORP.          |          |              |                 |
| 398    | Stethoscope (disposable single head)                                                       | 2621-01115                | Stethoscope, Disposable, Yellow, Single Head, 32 in Overall Length 10/BX 10BX/CS | 1115                      |          | \$ 10.70     | 10/BX           |
| 399    | Various                                                                                    |                           |                                                                                  | CURAPLEX BY BOUND TREE    |          |              |                 |
| 399    | Stop The Bleed Sticker Kit (10 Stickers/Kit)                                               | 670156-KIT                | Stop the Bleed Sticker Kit                                                       | 670156-KIT                |          | \$ 25.65     | 10/EA           |

Bound Tree Medical, LLC

**Bound Tree***Your Partner in EMS*

5000 Tuttle Crossing Blvd.

Dublin, OH 43018

614.760.5000

www.boundtree.com

11/18/2020

City of Midlothian

RE: Price Increase Policy

To Whom It May Concern:

As you are well aware, the COVID-19 pandemic has had a considerable impact on the global supply chain of emergency medical products, leading to limited access of personal protective equipment ("PPE") and other crucial supplies for the EMS market. While the supply chain looks to be improving in some areas, Bound Tree is still experiencing extended lead times and product shortages on PPE and other critical supplies. Additionally, there have been significant shipping costs imposed by manufacturers. Despite the current market dynamics, Bound Tree has been working daily with our supplier partners to secure additional inventory at reasonable costs.

Even with our proactive efforts to source inventory, many of our key supplier partners have increased prices and others have signaled additional price updates will be coming, some of which may be significant. In the event such a price increase occurs after the bid award, Bound Tree will notify you of such increase and will make all efforts to provide adequate documentation from the supplier as evidence of the price modifications. The new contract pricing will then go into effect based on the notification period provided in the contract. If the price increase is not accepted, Bound Tree reserves the right to remove the product(s) from the contract or provide an alternative product, which may come at a different price.

Sincerely,

Brian LaDuke, President, Emergency Preparedness

# Partners in EMS



## In-Service Training

Our EMS-experienced Account Managers can provide quality in-service training and support to you and your department. Since they live in your area, they understand state and local requirements and protocols.



## Advanced Online Tools

From free online continuing education courses at [www.BoundTreeUniversity.com](http://www.BoundTreeUniversity.com) to elaborate online ordering tools at [www.boundtree.com](http://www.boundtree.com), we are focused on the most cutting edge technology that will streamline your day-to-day operations.



## 24-Hour Disaster Support

Our Emergency Disaster Support Program can provide relief efforts to agencies that require immediate deployment of emergency medical supplies. To activate the program, call 800-863-0953 and identify your needs.



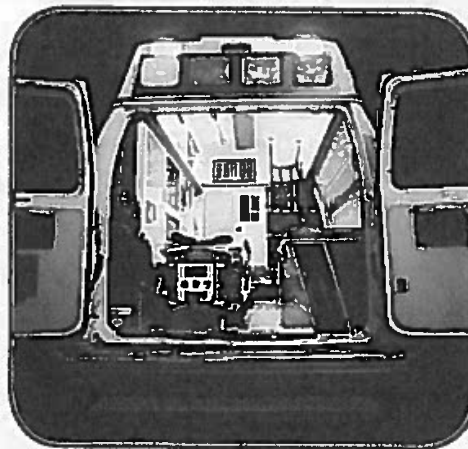
## Grants Support

Safety and patient care should never be compromised because of inadequate budgets. Our experienced grant writers can help you find funding opportunities for equipment, training, personnel and vehicles at [www.boundtreegrants.com](http://www.boundtreegrants.com).



## Passion and Perspective

At the heart of Bound Tree Medical is a team of employees who are passionate about EMS and the communities they serve. We have the experience required to meet your needs.



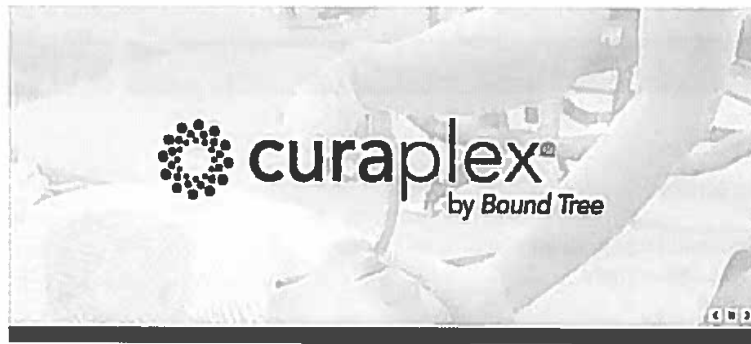
Bound Tree Medical is a specialty distributor of emergency medical equipment, supplies, pharmaceuticals and product expertise for fire departments, military, government institutions and other EMS organizations that provide pre-hospital, emergency care. We support our customers with our team of EMS-experienced product specialists, customer service representatives and local account managers, backed by strong vendors and a national distribution network.

From everyday disposable items to extensive capital equipment, we offer thousands of quality products from leading manufacturers to help our customers save lives. Our cutting-edge distribution model and five nationwide distribution centers allow us to provide prompt and accurate delivery anywhere in the United States. We are passionate about EMS and have developed specialty programs to demonstrate our dedication, including scholarships, grants support and disaster support. We strive to truly understand the needs and demands of EMS providers and deliver the products and services that address those needs.



# Bound Tree

800.533.0523 | [www.boundtree.com](http://www.boundtree.com)



### NAVIGATING EVERY DAY CARE

As the healthcare landscape evolves, Curaplex® responds with cost-effective clinical products that enable providers to deliver quality treatment and improve patient outcomes. With a robust portfolio of everyday products and specialty solutions across multiple clinical categories, Curaplex® continues to anticipate the needs of tomorrow's healthcare while responding to the needs of today.



Thousands of Products



Significant Savings



Expert Account Managers



Continuous Quality Improvement



Nationwide Distribution



Innovative New Products



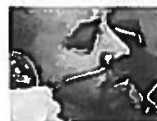
#### Kitting Solutions »



#### Airway/Oxygen Delivery »



#### Diagnostics »



#### Infection Control »



#### Trauma/Wound Care »



#### Instruments/Personal Items »



#### IV/Drug Delivery »



#### Immobilization »



#### Monitoring/Defibrillation »



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# Bound Tree

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## Customer Service

Bound Tree Medical is focused on providing service to meet the needs of our customers throughout the United States. We have a deep commitment to help those that help others. The specialized market that we serve drives us to create the best possible solutions for our customers. We are here to serve you.

Our nationwide toll-free Customer Service line is 800-533-0523. Bound Tree Medical routes calls by origin of the zip code of the caller which, results in more customer awareness among those agents responding to customer calls.

There are a variety of methods to place orders and verify pricing:

- 1) Internet: Customers have access to real-time pricing and stock availability 24 hours a day, 7 days a week. [www.boundtree.com](http://www.boundtree.com)
- 2) Email: Orders may be emailed to customer service at [customerservice@boundtree.com](mailto:customerservice@boundtree.com).
- 3) Phone: Our dedicated team of customer service representatives can answer questions or take your orders from 7:30 AM to 8:00 pm EST.
- 4) Fax: Our nationwide toll-free fax line is available 24 hours a day at 800-257-5713.
- 5) Mail: Orders may be mailed to our corporate office. An order form is included in the back of our catalog for convenience.

The Customer Service Department is comprised of 27 staff members. Customer Service Representatives respond to inbound calls and make outbound calls to customers to provide information regarding product availability, shipment and delivery schedule changes. These same representatives are available to answer questions about shipments or process returns when necessary.

If an item goes onto a long term backorder, Bound Tree will work to find equivalent substitute items for the backorder. If it is the customer preference to approve all substituted items, Bound Tree Customer Service will seek approval prior to shipping sub items.

Bound Tree Medical is proud to offer our customers access to an Emergency Disaster Support line at 800-863-0953, which operates 24 hours a day, 7 days per week. It is staffed by on-call managers, who are accessible through routing of calls to cell phones. After leaving a message, a return call is originated within 20 minutes.

Bound Tree Medical allows customers to purchase on open account. The proper account application must be completed and submitted. Bound Tree Medical will assign an account number to each application. Each account has one billing/payables address but may have several shipping/receiving addresses.

In addition, the Federal Drug Administration (FDA) requires Bound Tree Medical to retain a Medical Director (physician) signature, contact information and license photocopy when purchasing legend items and/or pharmaceuticals.

Customers may purchase by Master Card, VISA, Discover or American Express. Prepaid orders are also accepted



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Dublin, OH 43018

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## Product Return Information

### NON-WARRANTY PRODUCT RETURN POLICY

Prior to returning a product, please contact the Bound Tree Medical Customer Service Department at 800-533-0523 to obtain a return merchandise authorization (RMA) number. This will help us to expedite your return and allow us to give you the proper credit. Once you have received your RMA number please follow the return policy guidelines.

All pharmaceuticals, items with expiration dates, and items that are subject to FDA tracking requirements are not returnable. Bound Tree Medical will only accept returns for pharmaceuticals if it was an error on our part. If so, please contact us within 7 calendar days of receipt of the product to obtain an RMA number. Items received without an RMA or after 15 calendar days will not receive credit.

If Bound Tree Medical makes an error in fulfilling or shipping your order, we will promptly rectify the mistake at no cost to you. If we have made an error and you wish to return the product(s) to us, notification must be received within 15 days of invoice. Following the initial error notification, please follow the return policy guidelines:

#### Non-returnable Items Include:

1. Items that are special order items.
2. Items that are buy-to-order (BTO) items.
3. Items that have been marked or engraved.
4. Items returned with broken packaging or not in original packaging.
5. Customized items, any sterile product that has been opened or items determined by Bound Tree Medical not to be in resalable condition.
6. Product that is more than 60 days older than the invoice date.

#### Return Policy Guidelines:

1. Items returned within 30 days of the invoice date will not be subject to a restocking fee.
2. Items returned 31 - 60 days than the invoice date will be subject to a 15% restocking fee.
3. Items older than 60 days from the invoice date will not be accepted in our warehouse and will be returned to the customer.
4. Please write the RMA number clearly on the package label.
5. Enclose a copy of the original invoice or packing list in the box.
6. Send the package freight prepaid.





# Bound Tree

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## Online Ordering Capabilities

- a. Bound Tree Medical provides a user-friendly online ordering system with advanced features that restrict user access to predefined products that can be approved for purchase using a predefined purchasing path with maximum or minimum users as defined by the contracted customer.
- b. The advanced user platform of BoundTree.com allows customers to self-administer (add/delete) their specific product offering based on the entire Bound Tree Medical online catalog.
- c. Users on BoundTree.com can gather information and prepare self-administered reports based on up to two years of historical data.
  - Trends can be tracked by running reports that can include all shipping locations, or that can be tailored to a specific shipping address.
  - A purchase summary report can be self-generated to view total products purchased over a selected period of time.
  - The purchase summary report can be sorted in ascending order by total sales per item.
  - Purchase summary reports and items per month reports can be self-exported in spreadsheet format for additional evaluation.
  - The purchase summary report provides item usage totals based on monthly, quarterly and yearly expenditures.
  - Reports can be self-exported in spreadsheet format.
- d. Product name, short description and detailed descriptions are maintained for items on BoundTree.com. Product photography is uploaded to the website based on manufacturer availability. Custom photography is also available to supplement manufacturer-supplied items.
- e. A "sold by" column is available on product detail pages to clearly describe available units of measure.
- f. Purchase requisition and order processing paths are predefined and self-administered by an online administrator. User roles include "order submitters" and "order approvers". Multiple-levels of approvers can be established with the option to auto-forward orders awaiting approval with no activity.
- g. Unit and total price for each order are displayed in the shopping cart checkout process.
- h. A web administrator can setup and self-administer user IDs which trigger an e-mail to the user for password setup. Self-administered password reset tools are available to users.
- i. The system does permit an administrator to specify maximum quantities that can be ordered for a given item on a single order. Quotas provide a way for an administrator to self-administer total purchases. To maintain maximum item thresholds, order approvers can monitor and adjust each item on purchase requests throughout the approving and purchasing process.
- j. The purchase requisition process provides date and time stamps for all purchase requisition activities.
- k. Invoice history is posted on BoundTree.com for user access.



## CONTRACT RENEWAL REQUEST

Brian LaDuke/Greg Wolf  
Bound Tree Medical LLC  
5000 Tuttle Crossing Blvd  
Dublin OH 43016  
Greg.wolf@boundtree.com

November 2, 2022

**SUBJ: CONTRACT RENEWAL FOR BID NUMBER 2020-28**

Dear: Mr. LaDuke/Mr. Wolf:

The subject contract is due to expire on January 1, 2023. The City of Midlothian would like to extend contract for another year. Terms and conditions shall remain the same as for the previous contract period.

Please signify your intention by signing either box at the bottom of this letter. You may email your response to the address listed below.

The City of Midlothian looks forward to continuing our business relationship. If you have questions, please call me at 972-775-7106.

Sincerely,

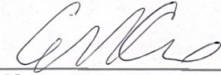
*Cheryl Allison*

City of Midlothian  
Purchasing Agent

.....  
**Contract end date:** December 31, 2022

**Renewal Date:** January 1, 2023

**Renewals remaining:** Two, One Year Extensions **F.O.B.:** Municipal Location, Midlothian, Tx  
(Net 30)

| RENEWAL INTENTION             |                                                                                                                                                                        |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| We choose to <b>RENEW</b>     | <div style="text-align: right;">  11/10/22<br/>           Name Date         </div> |
| We choose to <b>NOT RENEW</b> | <div style="text-align: right;">           Name Date         </div>                                                                                                    |

City of Midlothian, Purchasing Division, 104 West Avenue E, Midlothian, Tx 76065  
(P) 972-775-7106 • (F) 972-775-7107 • [cheryl.allison@midlothian.tx.us](mailto:cheryl.allison@midlothian.tx.us)

STATE OF TEXAS           §  
                                     §  
COUNTIES OF DALLAS   §  
AND ELLIS                 §

**INTERLOCAL COOPERATION AGREEMENT**

This Agreement is by and among the City of Cedar Hill, Texas ("CEDAR HILL"), the City of Duncanville, Texas ("DUNCANVILLE"), the City of Lancaster, Texas ("LANCASTER"), the City of DeSoto, Texas ("DESOTO"), the City of Midlothian, Texas ("MIDLOTHIAN"), the City of Red Oak, Texas ("RED OAK") and the City of Venus, Texas ("VENUS") (collectively referred to as the "PARTIES") acting by and through their authorized officers.

**RECITALS:**

**WHEREAS**, this AGREEMENT is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

**WHEREAS**, the PARTIES desire to enter into a Cooperative Purchasing program which will allow each party to purchase goods and services from vendors under contracts made by one or more of the PARTIES herein pursuant to Subchapter F, Chapters 271 of the TEX. LOC. GOV'T CODE; and

**WHEREAS**, each party that purchases goods and services pursuant to this AGREEMENT shall pay for such goods and services from current revenues available to such party;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the PARTIES agree as follows:

**ARTICLE I  
PURPOSES**

1. The purpose of this AGREEMENT is to establish a Cooperative Purchasing Program among the PARTIES which will allow each party to individually purchase goods and services from vendors under a contract made pursuant to this AGREEMENT. The purpose of this AGREEMENT is to allow individual parties to purchase goods and services from current bids and/or contracts established by any party to this AGREEMENT. All bids and/or contracts established by any party to this AGREEMENT shall be awarded in compliance with the procedure and requirements for competitive bidding and proposals in Chapter 252, Texas Local Government Code.

**ARTICLE II  
WITHDRAWAL OF PARTY**

2. Any party may withdraw and terminate its participation under this AGREEMENT by providing thirty (30) days prior written notice to each of the other PARTIES. In the event of withdrawal of a party, this AGREEMENT shall continue in full force and effect so long as there are at least two or more parties to this AGREEMENT.

**ARTICLE III  
ADDITIONAL PARTIES**

3. Additional units of local government including counties, municipalities, special districts, school districts, junior colleges, regional planning commissions or other political subdivisions of the State may become a party to this AGREEMENT and thereby participate in the Cooperative Purchasing Program established herein by an appropriate amendment to this AGREEMENT approved by the governing body of each of the PARTIES.



#### ARTICLE IV TERMINATION

4. This AGREEMENT may be terminated with the mutual written consent of all parties.

#### ARTICLE V PURCHASING COMMITTEE

5. It is hereby established a Purchasing Committee (the "COMMITTEE") consisting of the person responsible for the purchasing function for each party or other person designated by each party to act under the direction of, and on behalf of, that party in all matters relating to the Cooperative Purchasing Program established herein. The COMMITTEE may adopt rules and procedures for the conduct of its business in the furtherance of the Cooperative Purchasing Program.

6. The COMMITTEE on an annual or other basis as determined by the COMMITTEE from time to time shall determine the goods or services that are subject to the Cooperative Purchasing Program established herein.

7. The COMMITTEE shall develop terms and conditions to be incorporated in the advertisement for competitive bids and for contracts awarded pursuant to this Cooperative Purchasing Program including but not limited to the following:

- a. Each party to this AGREEMENT shall be entitled to individually purchase goods or services directly from the vendor by making payments directly to the vendor;
- b. Each party shall be entitled to individually order or request the goods and services separately and be separately invoiced by the vendor;
- c. Each party that purchases goods or services from a vendor shall be liable only for the goods or services ordered and received by such party;
- d. The purchase of goods or services from a vendor pursuant to a contract awarded under the Cooperative Purchasing Program does not create any joint or concurrent liability for any party that does not purchase such goods or services; and
- e. Any dispute or claim arising between or among the vendor and any party hereto which purchases goods or services from such vendor shall be the sole responsibility of and be resolved by that individual party and the vendor.

8. No party hereto shall be responsible for a vendor's compliance with the provisions relating to the quality of items and terms of delivery, such being the sole responsibility of the party (or parties) purchasing goods or services directly from a vendor awarded a contract pursuant to this Cooperative Purchasing Program.

9. Nothing in this AGREEMENT shall prevent any party from advertising for and awarding contracts for goods or services separate and apart from this Cooperative Purchasing Agreement, nor shall any party be obligated to purchase goods or services from a contract awarded pursuant to this AGREEMENT.

10. Each party shall through their designated representative cooperate to provide a program for the purchase of goods and services commonly utilized by the PARTIES, and under such program may purchase goods or services from vendors under present and future contracts with any party hereto.

11. Each party will enter into individual contracts with the vendors under the Cooperative Purchasing Program provided under this AGREEMENT. Each party shall be individually responsible for payment directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such individual contracts.

**ARTICLE VI  
RELEASE AND INDEMNIFICATION**

12. Each party hereto waives all claims against, releases, and otherwise holds the other PARTIES, their officials, officers, agents and employees in both their public and private capacities, harmless from any and all liability, claims, suits, demands, losses, damages, attorney's fees (including all expenses of litigation or settlement), or causes of action of any kind which may arise by reason of an injury to or death of any person or for a loss of, damage to, or loss of use of any property arising out of or in any way related to this AGREEMENT and/or the Cooperative Purchasing Program, including any acts or omissions of the PARTIES' respective officials, officers, agents or employees, relating to or arising out of the performance of this AGREEMENT, except when any such claim or demand arises or results from the intentional tort and/or gross negligence of any party hereto. In the event any claim or demand arises out of or results from the intentional tort and/or gross negligence of a party hereto, then in that event, the party guilty of such intentional tort and/or gross negligence shall indemnify and hold harmless the other PARTIES who are innocent of any intentional tort or gross negligence of and from all liability, claims, suits, demands, losses, damages and attorney's fees resulting from the intentional tort and/or gross negligence.

13. In the event of a claim or case which subjects the PARTIES to joint liability and which does not result or arise from the intentional tort and/or gross negligence of any party hereto, it is the agreement of the PARTIES that each shall be responsible for one-seventh (1/7) of the payment of any and all liability, claims, suits, demands, losses, damages and attorney's fees, including all costs of litigation or settlement. Under such circumstances, in no event shall any party hereto be liable for damages other than for one-seventh (1/7) of such cost.

14. It is expressly understood and agreed that, in the execution of this AGREEMENT, no party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this AGREEMENT, the PARTIES do not create any obligations, expressed or implied, other than those set forth herein, and this AGREEMENT should not create any rights in any parties not signatory hereto.

**ARTICLE VII  
MISCELLANEOUS**

15. Relationship of Parties: This AGREEMENT is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

16. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth opposite the signature of the party.

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

18. Governing Law: The validity of this AGREEMENT and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this AGREEMENT shall be in the State District Court of Dallas County, Texas.

19. Entire Agreement: This AGREEMENT represents the entire agreement among the parties with respect to the subject matter covered by this AGREEMENT. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this AGREEMENT.

20. Recitals: The recitals to this AGREEMENT are incorporated herein.

21. Counterparts: This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED this 7<sup>th</sup> day of November, 2011

CITY OF CEDAR HILL, TEXAS

By: [Signature]  
MAYOR

ATTEST:

By: [Signature]  
CITY SECRETARY

EXECUTED this 13<sup>th</sup> day of February, 2012

CITY OF DUNCANVILLE, TEXAS

By: [Signature]  
MAYOR

ATTEST:

By: [Signature]  
CITY SECRETARY

EXECUTED this 12<sup>th</sup> day of March, 2012

CITY OF LANCASTER, TEXAS

By: [Signature]  
Opal Mauldin Robertson, City Manager

ATTEST:

By: [Signature]  
CITY SECRETARY



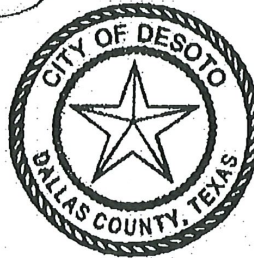
EXECUTED this 7<sup>th</sup> day of February 2012

CITY OF DESOTO, TEXAS

By: [Signature]  
MAYOR

ATTEST:

By: Laura Hallmark  
CITY SECRETARY



EXECUTED this 14<sup>th</sup> day of SEPTEMBER 2010

CITY OF MIDLOTHIAN, TEXAS

By: [Signature]  
MAYOR

ATTEST:

By: [Signature]  
CITY SECRETARY



EXECUTED this 14<sup>th</sup> day of MARCH 2011

CITY OF RED OAK, TEXAS

By: [Signature]  
MAYOR

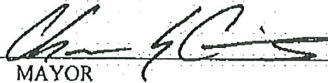
ATTEST:

By: Cynthia Oelguin  
CITY SECRETARY



EXECUTED this 30 day of August, 2010

CITY OF VENUS, TEXAS

By:   
MAYOR

ATTEST:

By: 

CITY SECRETARY



**RESOLUTION NO. 2023-031**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF EMERGENCY MEDICAL SUPPLIES FROM BOUND TREE MEDICAL PRODUCTS, INC., THROUGH THE CITY OF MIDLOTHIAN CONTRACT 2020-28 FOR THE UNIT PRICES BID WITH AN ESTIMATED EXPENDITURE AMOUNT OF \$245,000.00; PROVIDING FOR NON-APPROPRIATION CLAUSE; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** it is necessary to provide effective, efficient, and emergency medical services to the City of Duncanville; and

**WHEREAS,** the City of Duncanville has entered into an interlocal cooperative purchasing agreement with the City of Midlothian for products and services; and

**WHEREAS,** the City of Midlothian has taken competitive sealed bids and awarded a contract for emergency medical supplies to Bound Tree Medical Products; and

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

**WHEREAS,** the City of Duncanville entered into an Interlocal Agreement with the City of Midlothian to purchase emergency medical supplies through its contract from Bound Tree Medical Products, Inc.;

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

**SECTION 1.** That the City Council of the City of Duncanville does hereby authorize purchases to be made from the contract through a two-year term for the unit prices attached hereto and incorporated herein as Exhibit A with an estimated contract term expenditure of \$245,000.00.

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

**SECTION 3.** The City Council of the City of Duncanville has budgeted funds available accounts 01077300-700226 and 01077300-700236 for emergency medical supplies.

**SECTION 4.** That Bound Tree Medical recognizes that the continuation of any contract after the close of, or during, any given fiscal year of the City of Duncanville, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Duncanville providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to date shall be paid.

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

**DULY PASSED** and approved by the City Council of the City of Duncanville, Texas, on this the 16<sup>th</sup> day of May 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Kristin Downs, Interim City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney



# STAFF REPORT

**MEETING: City Council - 16 May 2023**

**TITLE:**

Consider a Resolution rejecting the previous bids approved by Resolution 2022-059, awarding a bid for the purchase and installation of eight HVAC units and approving the award of RFP 23-0011 to Air Kool Heating & Air, LLC for heating and air conditioning installation in the unit price bid attached hereto and incorporated herein as Exhibit "A," for an estimated expenditure not to exceed the amount of \$107,136.00 for HVAC at the municipal annex at 103 E. Wheatland Road, Duncanville, Texas.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Jacqueline R. Culton, PE, MBA, Director of Public Works (Interim)**  
**Dennis Souter, Building Maintenance Superintendent**

**BACKGROUND/HISTORY:**

City personnel occupied the building at 103 East Wheatland Road in January 2022. The building had not been fully occupied for several years. The staff's assessment of the facility determined that the HVAC units, installed in 2003, had reached the end of their useful lives, were not cooling appropriately, and needed replacement.

**POLICY EXPLANATION:**

City Council approved Resolution 2022-059 on August 2, 2022, to award a contract to install eight HVAC units at 103 East Wheatland Road to Trane through U.S. Communities Government Purchasing Alliance (USC) Contract Number 15-JLP-023. Staff recommends the contract awarded to Trane be canceled because the vendor could not honor quoted pricing and provide insurance making the City an additional insured.

The City publicly advertised RFP 23-0011 Heating and Air Conditioning Installation through Public Purchase on January 4, 2023, and January 11, 2023. Eight proposals were received in response to the request for proposals. State law requires that a contract be awarded to the offeror whose proposal is most advantageous to the City. The following factors were used to determine the most advantageous proposal (see Attachment 1):

Cost - 35%  
 Warranty - 20%  
 Delivery Schedule - 10%  
 References - 10%  
 License and Capacity - 20%

An evaluation committee reviewed and evaluated the proposals, qualifications, and references and recommended the award of RFP 23-0011 to Air Kool Heating & Air, LLC as the most responsible and responsive contractor for this project. By the provisions of Texas code 271.9051, this local bidder offers the municipality the best combination of the contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of the municipality's residents and increased tax revenues to the municipality.

#### **FUNDING SOURCE:**

**ORG and Object Number**  
 75800001-700884-ARPA2

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$1,919,093.00          | \$107,136.00           | \$1,811,957.00        |

#### **ACTION ALTERNATIVES:**

1. Repeal Resolution 2022-059 in its entirety, awarding a bid for the purchase and installation of eight HVAC units for the building at 103 East Wheatland Road by a cooperative purchasing agreement with Trane in the amount of \$116,859.00, and approve the award of RFP 23-0011 Heating and Air Conditioning Installation to Air Kool Heating & Air, LLC through the City's competitive proposal process with an estimated expenditure amount of \$107,136.00.
2. Do not repeal Resolution 2022-059 in its entirety, awarding a bid for the purchase and installation of eight HVAC units for the building at 103 East Wheatland Road by a cooperative purchasing agreement with Trane in the amount of \$116,859.00, or approve the award of RFP 23-0011 Heating and Air Conditioning Installation to Air Kool Heating & Air, LLC through the City's competitive proposal process with an estimated expenditure amount of \$107,136.00.
3. Other actions as directed by Council.

#### **ATTACHMENTS:**

[Attachment 1 - Evaluation Criteria and Factors](#)  
[Resolution No. - 2023-030 - Heating and Air Conditioning Installation - Pdf](#)

## Attachment 1

**REQUEST FOR PROPOSAL**  
**ISSUED BY**  
**THE CITY OF DUNCANVILLE**  
 PURCHASING OFFICE, FINANCIAL SERVICES DEPARTMENT

**SECTION 5 – Evaluation Criteria****5.1 Award Criteria**

A review committee will evaluate the merit of proposals received in accordance with the requirements defined herein. Failure of vendor to provide in their proposal any information requested in this RFP may result in disqualification of the proposal.

Contracts shall be awarded to the proposer providing a proposal of best value. In determining the “best value”, in addition to price, the City shall consider the following:

|                                                                                                                                                                                                                                                           |            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>Proposed Unit Cost:</b><br>Proposal price presented shall be for the total contract and shall be broken down by the specified products.                                                                                                                | <b>35</b>  |
| <b>Warranty:</b><br>Proposer shall provide warranty information on all components included for air conditioning units and thermostats.                                                                                                                    | <b>20</b>  |
| <b>Delivery Schedule:</b><br>Guaranteed delivery schedule of not more than 30 days will earn the full attainable points. Delivery schedule of more than 30 days will be scored proportionally with a deduction of 5 points for each month beyond 30 days. | <b>10</b>  |
| <b>References:</b><br>A minimum of 3 references for similar work for a municipality or similar organization preferred.                                                                                                                                    | <b>15</b>  |
| <b>License and Capacity:</b><br>Minimum of 2 years' experience with intensive heating and air-conditioning experience and Class A HVAC license from the State of Texas.                                                                                   | <b>20</b>  |
| <b>Total Points Available:</b>                                                                                                                                                                                                                            | <b>100</b> |

**REQUEST FOR PROPOSAL**  
ISSUED BY  
**THE CITY OF DUNCANVILLE**  
PURCHASING OFFICE, FINANCIAL SERVICES DEPARTMENT

**REQUEST FOR PROPOSAL**  
**ISSUED BY**  
**THE CITY OF DUNCANVILLE**  
 PURCHASING OFFICE, FINANCIAL SERVICES DEPARTMENT

**5.2 Evaluation Factors**

**1. Cost** (low bid ÷ high bid x cost percentage or points = cost score) **(35%)**

As part of the requirement to establish the responsibility of the offer, the City of Duncanville, TX may determine the reasonableness of the price(s) at which the services are offered. Prices that are significantly lower than the mean of all offers, and appear to be unreasonably low, may be determined to be evidence of non-responsibility, and cause the offer to be rejected. The formula for determining the cost score is to divide the low bid by each higher bid multiplied by the cost criteria percentage or points which equals the corresponding percentage or points of each vendor's cost score.

**2. Warranty:** **(20%)**

Proposer shall provide warranty information on all components included for air conditioning units and thermostats. Warranty shall be in addition to manufacturer's warranty. Vendor shall provide full coverage maintenance warranty for a period of (1) one-year to cover workmanship and maintenance issues.

**3. Delivery Schedule:** **(10%)**

Guaranteed delivery schedule of not more than 30 days will earn the full attainable points. Delivery schedule of more than 30 days will be scored proportionally with a deduction of 5 points for each month beyond 30 days.

**4. References (minimum of 3):** as evidence in **Section VI. Submittals, D.** **(15%)**

Note: Score for each experience will be determined by dividing the total score by 3 experiences (i.e. 15 total points ÷ 3 = 5.0 points maximum per experience).

The responder shall provide three (3) references for which they have provided similar services over the last four (4) years. The responder shall exclude City of Duncanville, TX departments and/or employees from the reference list. The responder shall provide the names, e-mail addresses and telephone numbers of the contract administrators for whom the work was performed. If you do not have three local Government contracts, then list Federal, State, commercial, and/or private contracts to complete this information, in that order.

In addition to the above, the responder is encouraged to inform said references that they shall initially be contacted via e-mail at the e-mail address provided herein. If a response to the e-mail is not provided within the designated time frame, the City will attempt to contact the reference by telephone at the number provided below. If the reference does not respond after two attempts via telephone the responder shall receive zero points for said reference.

**5. License and Capacity:** **(20%)**

Proof of license with intensive heating and air-conditioning experience and Class A HVAC license from the State of Texas.

Note: Score for license will be valued at 5%; Years of holding Texas Class A license, (not less than five-years) valued at 5%; and number of technical staff valued at 10%.

**RESOLUTION NO. 2023-030**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, REJECTING THE PREVIOUS BIDS APPROVED BY RESOLUTION 2022-059 AWARDING A BID FOR THE PURCHASE AND INSTALLATION OF EIGHT HVAC UNITS; AND, AWARDS NEW RFP 23-0011 TO AIR KOOL HEATING & AIR, LLC FOR HEATING AND AIR CONDITIONING INSTALLATION IN THE UNIT PRICE BID ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A," FOR AN ESTIMATED EXPENDITURE NOT TO EXCEED THE AMOUNT OF \$107,136.00 FOR HVAC AT THE MUNICIPAL ANNEX AT 103 E. WHEATLAND ROAD, DUNCANVILLE, TEXAS; ; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to procure heating and air conditioning equipment for citywide operations;

**WHEREAS**, on August 2, 2022, the City Council of the City of Duncanville, Texas, awarded a contract and approved the procurement and installation of eight HVAC units for the building at 103 East Wheatland Road from Trane through U.S. Communities Government Purchasing Alliance (USC) Contract Number 15-JLP-023 in the expenditure amount of \$116,859.00; and

**WHEREAS**, Trane could not honor the quoted pricing and provide insurance making the City an additional insured; and

**WHEREAS**, the City has taken competitive proposals for heating and air conditioning installation per RFP 23-0011 and recommends awarding the proposal to the most responsible and responsive contractor; and

**WHEREAS**, Air Kool Heating & Air, LLC, is a local bidder which offers the municipality the best combination of the contract price, availability, and provides additional economic development opportunities for the municipality created by such award, including the employment of the municipal residents and generation of local tax revenues in the City; and

**WHEREAS**, the City Council of the City of Duncanville, Texas, desires to revoke the bid which Trane for non-qualification and awards RFP 23-0011 to Air Kool Heating & Air, LLC in the amount of \$107,136.00.

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



**SECTION 1.** The City Council of the City of Duncanville, Texas, rejects the previous bids approved by Resolution 2022-059 awarding a bid for the purchase and installation of eight HVAC units, because the bidder failed to qualify for a contractual relationship, and the previous bids have expired; and, awards new RFP 23-0011 to Air Kool Heating & Air, LLC for heating and air conditioning installation in the unit price bid attached hereto and incorporated herein as Exhibit "A," for an estimated expenditure not to exceed the amount of \$107,136.00 for HVAC at the municipal annex at 103 E. Wheatland Road, Duncanville, Texas.

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

**SECTION 3.** Any other prior resolution of the City Council of the City of Duncanville, Texas, in conflict with the provisions contained in this Resolution is hereby repealed and revoked.

**SECTION 4.** Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Duncanville, Texas, on the 16th day of May, 2023.

**APPROVED:**

\_\_\_\_\_  
Barry L. Gordon, Mayor

**ATTEST:**

\_\_\_\_\_  
Kristin Downs, Interim City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

## Exhibit A1

## Tabulation

| RFP 23-0011 HEATING AND AIR CONDITIONING INSTALLATION   |                                        |                     |                     |                       |                      |                      |                             |                     |
|---------------------------------------------------------|----------------------------------------|---------------------|---------------------|-----------------------|----------------------|----------------------|-----------------------------|---------------------|
| Quantity                                                | Unit Price                             |                     |                     |                       |                      |                      |                             | Total:              |
|                                                         | 1                                      | 2                   | 1                   | 1                     | 2                    | 8                    |                             |                     |
| Description                                             | 3 Tons Gas Heat RTU                    | 4 Tons Gas Heat RTU | 5 Tons Gas Heat RTU | 7.5 Tons Gas Heat RTU | 10 Tons Gas Heat RTU | 3 Tons Split Systems | 8 Programable Thermostats   |                     |
| <b>Ideal Mechanical, Ft. Worth, TX</b>                  | \$10,713.00                            | \$23,783.00         | \$13,096.00         | \$18,877.00           | \$23,463.00          | \$33,948.00          | \$1,733.00                  | \$125,613.00        |
| Installation Cost                                       | \$2,161.00                             | \$4,322.00          | \$2,161.00          | \$2,161.00            | \$2,161.00           | \$2,200.00           | \$330.00                    | \$15,496.00         |
| Warranty Cost                                           | \$866.00                               | \$1,732.00          | \$866.00            | \$1,318.00            | \$1,612.00           | \$1,732.00           | \$0.00                      | \$8,126.00          |
| Sub-Total:                                              | \$13,740.00                            | \$29,837.00         | \$16,123.00         | \$22,356.00           | \$27,236.00          | \$37,880.00          | \$2,063.00                  |                     |
|                                                         |                                        |                     |                     |                       |                      |                      | <b>Submitted Bid Total:</b> | <b>\$149,235.00</b> |
| <b>Air Kool Heating &amp; Air, LLC, Duncanville, TX</b> | \$8,338.00                             | \$18,372.00         | \$10,053.00         | \$14,541.00           | \$18,068.00          | \$25,691.00          | \$1,248.00                  | \$96,311.00         |
| Installation Cost                                       | \$750.00                               | \$1,500.00          | \$750.00            | \$750.00              | \$850.00             | \$5,000.00           | \$350.00                    | \$9,950.00          |
| Warranty Cost                                           | \$125.00                               | \$125.00            | \$125.00            | \$125.00              | \$125.00             | \$125.00             | \$125.00                    | \$875.00            |
| Sub-Total:                                              | \$9,213.00                             | \$19,997.00         | \$10,928.00         | \$15,416.00           | \$19,043.00          | \$30,816.00          | \$1,723.00                  |                     |
|                                                         |                                        |                     |                     |                       |                      |                      | <b>Submitted Bid Total:</b> | <b>\$107,136.00</b> |
| <b>Trane, Carrollton TX</b>                             | 1                                      | 2                   | 1                   | 1                     | 1                    | 2                    | 8                           |                     |
| Installation Cost                                       | 3 Tons Gas Heat RTU                    | 4 Tons Gas Heat RTU | 5 Tons Gas Heat RTU | 7.5 Tons Gas Heat RTU | 10 Tons Gas Heat RTU | 3 Tons Split Systems | 8 Programable Thermostats   | \$0.00              |
| Warranty Cost                                           | (Unit prices were not provided in Bid) |                     |                     |                       |                      |                      |                             | \$0.00              |
|                                                         |                                        |                     |                     |                       |                      |                      | <b>Submitted Bid Total:</b> | <b>\$131,859.00</b> |
| <b>Sala &amp; Associates, Inc., Dallas, TX</b>          | \$4,987.00                             | \$13,306.00         | \$7,155.00          | \$10,523.00           | \$15,657.00          | \$8,159.00           | \$2,200.00                  | \$61,987.00         |
| Installation Cost                                       | \$4,271.00                             | \$6,557.00          | \$5,933.00          | \$9,599.00            | \$11,499.00          | \$7,742.00           | \$3,584.00                  | \$49,185.00         |
| Warranty Cost                                           | \$155.00                               | \$406.00            | \$267.00            | \$411.00              | \$554.00             | \$325.00             | \$117.00                    | \$2,235.00          |
| Sub-Total:                                              | \$9,413.00                             | \$20,269.00         | \$13,355.00         | \$20,533.00           | \$27,710.00          | \$16,226.00          | \$5,901.00                  |                     |
|                                                         |                                        |                     |                     |                       |                      |                      | <b>Submitted Bid Total:</b> | <b>\$113,407.00</b> |
| <b>DMI Corp., Cedar Hill, TX</b>                        | \$6,948.00                             | \$15,310.00         | \$8,378.00          | \$12,117.00           | \$15,057.00          | \$21,409.00          | \$750.00                    | \$79,969.00         |
| Installation Cost                                       | \$16,389.00                            | \$25,588.00         | \$20,011.00         | \$20,471.00           | \$23,160.00          | \$45,588.00          | \$6,000.00                  | \$157,207.00        |
| Warranty Cost                                           | \$520.00                               | \$1,040.00          | \$520.00            | \$791.00              | \$967.00             | \$1,040.00           | \$0.00                      | \$4,878.00          |
| Sub-Total:                                              | \$23,857.00                            | \$41,938.00         | \$28,909.00         | \$33,379.00           | \$39,184.00          | \$68,037.00          | \$6,750.00                  |                     |
|                                                         |                                        |                     |                     |                       |                      |                      | <b>Submitted Bid Total:</b> | <b>\$242,054.00</b> |
| <b>Acumen Enterprises, Inc., Desoto, TX</b>             | \$8,986.00                             | \$16,005.00         | \$10,134.00         | \$14,590.00           | \$17,883.00          | \$19,085.00          | \$1,170.00                  | \$87,853.00         |
| Installation Cost                                       | \$3,100.00                             | \$6,200.00          | \$3,500.00          | \$3,200.00            | \$3,400.00           | \$5,500.00           | \$700.00                    | \$25,600.00         |
| Warranty Cost                                           | \$1,200.00                             | \$2,800.00          | \$1,400.00          | \$2,100.00            | \$2,300.00           | \$4,000.00           | \$500.00                    | \$14,300.00         |
| Sub-Total:                                              | \$13,286.00                            | \$25,005.00         | \$15,034.00         | \$19,890.00           | \$23,583.00          | \$28,585.00          | \$2,370.00                  |                     |
|                                                         |                                        |                     |                     |                       |                      |                      | <b>Submitted Bid Total:</b> | <b>\$127,753.00</b> |
| <b>Denali CS, Carrollton, TX</b>                        | \$8,091.00                             | \$17,807.00         | \$9,735.00          | \$14,035.00           | \$17,416.00          | \$24,821.00          | \$2,379.00                  | \$94,284.00         |
| Installation Cost                                       | \$5,848.00                             | \$11,695.00         | \$5,848.00          | \$5,848.00            | \$5,848.00           | \$11,695.00          | \$3,000.00                  | \$49,782.00         |
| Warranty Cost                                           | \$572.00                               | \$1,144.00          | \$572.00            | \$871.00              | \$1,064.00           | \$1,144.00           | \$0.00                      | \$5,367.00          |
| Sub-Total:                                              | \$14,511.00                            | \$30,646.00         | \$16,155.00         | \$20,754.00           | \$24,328.00          | \$37,660.00          | \$5,379.00                  |                     |
|                                                         |                                        |                     |                     |                       |                      |                      | <b>Submitted Bid Total:</b> | <b>\$149,433.00</b> |
| <b>EMS Heating &amp; Air Forney, TX</b>                 | \$6,818.99                             | \$17,587.16         | \$10,871.56         | \$15,362.95           | \$20,486.94          | \$13,222.75          | \$945.66                    | \$85,296.01         |
| Installation Cost                                       | \$4,133.30                             | \$10,352.28         | \$6,315.50          | \$6,890.02            | \$12,690.36          | \$7,546.60           | \$551.64                    | \$48,479.70         |
| Warranty Cost                                           | \$803.67                               | \$803.67            | \$803.67            | \$1,266.67            | \$329.74             | \$935.23             | \$78.81                     | \$5,021.46          |
| Sub-Total:                                              | \$11,755.96                            | \$28,743.11         | \$17,990.73         | \$23,519.64           | \$33,507.04          | \$21,704.58          | \$1,576.11                  |                     |
|                                                         |                                        |                     |                     |                       |                      |                      | <b>Submitted Bid Total:</b> | <b>\$138,797.17</b> |

Exhibit A2

Proposal Evaluation

**RFP 23-0011 HEATING AND AIR CONDITIONING INSTALLATION**

Page 4 of 4

|     |                                                 | Proposed Cost: | Warranty: | Delivery Schedule: | References: | License and Capacity: | Total          |         |
|-----|-------------------------------------------------|----------------|-----------|--------------------|-------------|-----------------------|----------------|---------|
| No. | Proposer                                        | 35.0           | 20.0      | 10.0               | 15.0        | 20.0                  | Awarded Points | Ranking |
| 1   | EMS Heating and Air Cond.<br>Forney, TX         | 27.02          | 14.00     | 10.00              | 14.60       | 20.00                 | 85.62          | 1       |
|     |                                                 | \$138,797.17   |           |                    |             |                       |                |         |
| 2   | Air Kool Heating & Air, LLC,<br>Duncanville, TX | 35.00          | 12.00     | 6.60               | 9.80        | 20.00                 | 83.40          | 2       |
|     |                                                 | \$107,136.00   |           |                    |             |                       |                |         |
| 3   | Acumen Enterprises, Inc., Desoto,<br>TX         | 29.35          | 20.00     | 7.14               | 0.00        | 20.00                 | 76.49          | 3       |
|     |                                                 | \$127,753.00   |           |                    |             |                       |                |         |
| 4   | Denali CS,<br>Carrollton, TX                    | 25.09          | 10.00     | 0.00               | 0.00        | 20.00                 | 55.09          | 5       |
|     |                                                 | \$149,433.00   |           |                    |             |                       |                |         |
| 5   | Sala & Associates, Inc., Dallas, TX             | 33.06          | 0.00      | 0.00               | 9.40        | 20.00                 | 62.46          | 4       |
|     |                                                 | \$113,407.00   |           |                    |             |                       |                |         |
| 6   | Trane,<br>Carrollton TX                         | 28.44          | 20.00     | 6.60               | 0.00        | 0.00                  | 55.04          | 6       |
|     |                                                 | \$131,859.00   |           |                    |             |                       |                |         |
| 7   | Ideal Mechanical,<br>Ft. Worth, TX              | 25.13          | 0.00      | 0.00               | 0.00        | 20.00                 | 45.13          | 7       |
|     |                                                 | \$149,235.00   |           |                    |             |                       |                |         |
| 8   | DMI Corp.,<br>Cedar Hill, TX                    | 15.49          | 0.00      | 0.00               | 0.00        | 20.00                 | 35.49          | 8       |
|     |                                                 | \$242,054.00   |           |                    |             |                       |                |         |
|     |                                                 |                |           |                    |             |                       |                |         |

(1) Acumen's references did not respond favorably.

(2) TRANE did not submit any references.



# STAFF REPORT

**MEETING: City Council - 16 May 2023**

**TITLE:**

Consider a resolution authorizing a Grant of Hotel Occupancy Tax Funds from the Fiscal Year 2022-23 Budget in an amount not to exceed \$6,400 to College Football Officiating Development, LLC (CFOD).

**Vision Statement:**

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

**Pillar:**

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
  - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

**STAFF RESPONSIBLE:**

**Agustin 'Gus' Garcia, Managing Director of Development Services**

**BACKGROUND/HISTORY:**

The City's Hotel Motel Tax revenues are generated from a seven percent tax paid by guests who rent a hotel room within Duncanville. This local tax is authorized by the State of Texas therefore, the expenditures of these funds are restricted and must be used according to state law.

There is a two-part test for every expenditure of local hotel occupancy tax.

Criteria #1: First, every expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry. Under the Tax Code, every event, program, or facility funded with hotel occupancy tax revenues must likely do two things: 1) directly promote tourism; and 2) directly promote the convention and hotel industry. “Tourism” is defined under Texas law as guiding or managing individuals who are traveling to a different, city, county, state, or country. A “direct” promotion of the convention and hotel industry has been consistently interpreted by the Texas Attorney General as a program, event, or facility likely to cause increased hotel or convention activity.

This activity may result from hotel or convention guests that are already in town and choose to attend the hotel tax funded facility or arts or historical event, or it may result from individuals who come from

another city or county to stay in an area lodging property at least in part to attend the hotel tax funded event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and result from hotel or convention guests that are already in town and choose to attend the hotel tax funded facility or arts or historical event, or it may result from individuals who come from another city or county to stay in an area lodging property at least in part to attend the hotel tax funded event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and the hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it.

Entities applying for hotel occupancy tax revenue funding should indicate how they will market the event to convention guests that are already in town and choose to attend the hotel tax funded facility or arts or historical event, or it may result from individuals who come from another city or county to stay in an area lodging property at least in part to attend the hotel tax funded event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and the hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it. Entities applying for hotel occupancy tax revenue funding should indicate how they will market the event to attract tourists and hotel guests. If an entity does not adequately market its events to tourists and hotel guests, it is difficult to produce an event or facility that will effectively promote tourism and hotel activity indicate how they will market the event to attract tourists and hotel guests.

Criteria #2: Every expenditure of the hotel occupancy tax must clearly fit into one of nine statutorily provided categories for expenditure of local hotel occupancy tax revenues. The nine categories for expenditure of the hotel occupancy tax are as follows:

- 1-) Funding the establishment, improvement, or maintenance of a convention center visitor information center.
- 2-) Paying administrative costs for facilitating registration.
- 3-) Advertising, solicitations, and promotions that attract tourists delegates to city its vicinity.
- 4-) Expenditures promote arts.

Under § 351.103(c), with population under 125,000 may expend up 15% hotel occupancy tax revenue collected art-related programs also tourism local activity. Specifically, it allows funding encouragement, promotion, application arts including instrumental vocal music, dance, drama, folk art, creative writing, architecture, design allied fields, painting, sculpture, photography, graphic craft arts, motion pictures, radio, television, tape sound recording, other presentation, performance, execution exhibition these major art forms. However, if not enough facility or event promotes the arts; Texas law requires that the arts related expenditure also directly promote tourism and the hotel and convention industry.

However, if not enough facility or event promotes the arts; Texas law requires that the arts related expenditure also directly promote tourism and the hotel and convention industry.

Section 351.101(a) of the Tax Code specifically states that “the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry.” The Texas Attorney General reaffirmed this standard when it held in Opinion GA-0124: “Under section 351.101 of the Tax Code, a municipality may expend its municipal hotel occupancy tax revenue only to promote tourism and the convention and hotel industry, and only for the specific uses listed in the statute.” In order to comply with the hotel occupancy tax statute, THLA and TFA agree that to be eligible for municipal arts funding with HOT revenues, recipients must satisfy the following requirements: The recipient presents, performs, promotes, encourages or otherwise makes possible, artistic events, cultural performances, programs, exhibitions or lectures involving the major art forms listed in the statute, or “other arts related to the presentation, performance, execution and exhibition of these major art forms.” The hotel occupancy tax funded programs and events are advertised and open to the general public. The recipient directly enhances and promotes tourism and the convention and hotel industry.

Criteria Examples:

- Recipient books hotel rooms for visiting artists and offers hotel related information to attendees of the organization's hotel occupancy tax funded events.
  - The recipient promotes or markets its events outside of the local area through standard media promotion or advertising, websites, mailing lists, local, regional and national listings in publications and calendars and use of social media and where appropriate includes a link to information about area hotels.
  - The recipient, either through audience or attendee questionnaires, polling, or hotel block booking codes, demonstrates that hotel guests, tourists, convention attendees or other out-of-town visitors have attended its hotel tax funded events.
- 5-) Funding historical restoration or preservation programs.
- 6-) Funding certain expenses, including promotional directly related to a sporting event within counties with population of fewer than 1 million.
- 7-) the enhancement or upgrading existing sports facilities fields for municipalities.
- 8-) transportation systems tourists.
- 9-) Signage directing tourists sights and attractions that are visited frequently by hotel guests in municipality

**POLICY EXPLANATION:**

The City Council has approval over the expenditure of Hotel Occupancy Tax (HOT) Funds. Based on City Council's prior direction, all Hotel Motel Tax Grants are paid on a reimbursement basis for approved expenditures.

**FUNDING SOURCE:**

**ORG and Object Number**

10011000 and 700450

**Available Budget**

\$412,945.00

**Purchase Amount**

\$6,400.00

**After Encumber**

\$406,545

**ACTION ALTERNATIVES:**

1. Approve funding in the amount of \$6,400 for an offer of a Hotel Occupancy Tax Grant for the FY22-23 Budget for College Football Officiating Development, LLC.
2. Do not approve funding.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Resolution No. - 2023-038 - HOT Grant FY23 Funding-College Football Officiating Development, LLC](#)

**RESOLUTION NO. 2023-038**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN OFFER OF A HOTEL OCCUPANCY TAX GRANT FOR THE FY 22-23 BUDGET IN AN AMOUNT NOT TO EXCEED \$6,400 TO THE COLLEGE FOOTBALL OFFICIATING DEVELOPMENT, LLC FOR GROUND TRANSPORTATION COSTS FOR ATTENDEES TO AND FROM THE COLLEGE FOOTBALL OFFICIALS DEVELOPMENT CAMP HELD IN DUNCANVILLE, TEXAS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT AFTER PROVIDING FOR APPROVAL AS TO FORM BY THE CITY ATTORNEY; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City is authorized by Chapter 351 of the Texas Property Tax Code to levy a hotel occupancy tax to be used to directly enhance and promote tourism and the convention and hotel industry; and

**WHEREAS**, the City has, by ordinance, imposed a local hotel occupancy tax; and

**WHEREAS**, the College Football Officiating Development, LLC, has applied for a grant to be utilized to promote Duncanville by hosting training camp opportunities for aspiring college football officials throughout the country; the grant will be utilized for transportation costs incurred for participating members of the training camp to and from Duncanville, Texas; and

**WHEREAS**, the Duncanville City Council, after consideration of the application of the Applicant finds that expenditures of local hotel occupancy tax revenues for the grant as set forth herein, will directly enhance and promote tourism and the hotel industry in the City and its vicinity, and further finds that the expenditures are for one of the statutorily authorized categories.

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

**SECTION 1.** The City of Duncanville, Texas hereby approves a Hotel Occupancy Tax Grant in an amount not to exceed six thousand four hundred dollars (\$6,400.00) and no cents to the College Football Officiating Development, LLC; and authorizes the City Manager to execute the grant agreement after approval as to form by the City Attorney.

**SECTION 2.** This Resolution shall be effective upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Duncanville,  
Texas, on the 16th day of May, 2023.

**APPROVED:**

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Barry L. Gordon, Mayor

**ATTEST:**

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Kristin Downs, Interim City Secretary

**APPROVED AS TO FORM:**

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Robert E. Hager, City Attorney



EXHIBIT "A"



## HOTEL OCCUPANCY TAX USE GUIDELINES UNDER TEXAS STATE LAW FUNDING APPLICATION FORM

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**State Law:** As authorized by state law, the City of Duncanville collects a Hotel Occupancy Tax (HOT Funds) from hotels, bed & breakfasts, and other lodging facilities. Under state law, the revenue from the HOT Funds may be used only to directly promote tourism and the hotel and convention industry.

**Chapter 351 of the Tax Code states that the use of HOT Funds is limited to:**

- a) **Convention Centers and Visitor Information Centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing operation and maintenance of convention center facilities or visitor information centers, or both.
- b) **Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.
- c) **Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry:** advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality.
- d) **Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.
- e) **Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.
- f) **Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** expenses including promotional expenses, directly related to a sporting event in, which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city.
- g) **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:**
  - 1. the commercial center of the city;
  - 2. a convention center in the city;
  - 3. other hotels in or near the city; or

EXHIBIT "A"

4. tourist attractions in or near the city.

The law specifically prohibits the use of the local hotel tax to cover the costs for general city transit costs to transport the general public.

- h) **Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.**

**City of Duncanville:** The City of Duncanville accepts applications from groups and businesses whose program fits into one or more of the above categories. **In order to ensure funding consideration for your event, requests for funds should be submitted on this official application by August 31, 2022 .** The application will be reviewed by the City of Duncanville staff to ensure the funding requests meets state guidelines. Once the application has been reviewed and is determined it meets minimum state qualifications for funding, the applicant will be invited to provide a presentation on their funding request to City Staff. The request will then be analyzed to determine the event's total economic impact to the community. Staff will notify the applicant when their request and staff's recommendation will be presented to the City Council for consideration. The applicant is required to attend the City Council meeting in order for the request to be considered. The applicant may be asked to provide the City Council a presentation regarding their request as well.

**Eligibility and Priority for Hotel Tax Funds:** *Priority will be given to those events and entities based on their ability to generate overnight visitors to Duncanville.* The amount that you are requesting should consider the gross amount of hotel night revenue that you are predicting that will be created or sustained by your event. If an event will not generate any meaningful hotel night activity, it is not eligible for receipt of hotel occupancy tax funds. HOT Funds awarded will be based on the number of hotel rooms rented and the economic impact to the city. Events can prove this potential to generate overnight visitors by:

- a) **historic information on the number of room nights used during previous years of the same events;**
- b) **current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the funded event;**
- c) **historical information on the number of guests at hotel or other lodging facilities that attended the funded event (through surveys, guest directories, or other sources); and/or**
- d) **examples of the planned marketing of the programs and activities that will likely generate overnight visitors to local lodging properties from this event.**

**Use of Revenues from Event:** A portion of the revenues from any event and/or project receiving any type of funding assistance from the HOT Funds should be channeled back into the future costs of operating that same event or the continued operation of the project. No other outside event(s), project, charity, etc., sponsored by the host organization may profit from the City of Duncanville funding of a particular event.

EXHIBIT "A"

**Supplemental Information Required with Application:** Along with the application, please submit the following:

- \_\_\_\_\_ Proposed Marketing Plan for Funded Event
- \_\_\_\_\_ Schedule of Activities or Events Relating to the Funded Project
- \_\_\_\_\_ Past Marketing Materials used to promote the event

Please Submit to: Agustin Garcia, Director of Economic Development

Mail To:  
P.O. Box 380280  
Duncanville, TX 75138-0280

Drop Off:  
Economic Development  
203 E. Wheatland Rd.  
Duncanville, TX 75116

**For questions, please call 972.780.4997.**

## EXHIBIT "A"



### Hotel Occupancy Funding Application

Date: June 30, 2022

#### **Organization Information**

Name of Organization: College Football Officiating Development LLC (CFOD)

Address: P.O. Box 3142

City, State, Zip: Bryan, TX 77805

Contact Name: Mark Haynes Contact Phone Number: 979-324-1118

Web Site Address for Event or Sponsoring Entity: www.collegefodc.com

Non-Profit or For-Profit Status: For-Profit Tax ID #: 88-1484285

Entity's Creation Date: 2002

Purpose of your organization: Football development camp for college referees to receive training.

The College Football Officiating Development Camp provides the best training opportunities for aspiring college football officials in the country.

#### **Event Information**

Name of Event or Project: College Football Officials Development Camp/Clinic

Date of Event or Project: May 10-13, 2023, May 17-20, 2023 & July 27-29, 2023

Primary Location of Event or Project: Hilton Garden Inn, Duncanville, TX

Amount Requested: \$ 78,000 (\$26,00 per event, 3x events)

How will the funds be used? The funds will be utilized for ground transportation cost for attendees from and to the airport to the CFOD Camp held in Duncanville, and to high school facilities the camp will hold training at. Funds will also be used to cover hotel room cost and meals for attendees at the training camp.

EXHIBIT "A"

Primary Purpose of Funded Activity/Facility:

The College Football Officiating Development Camp provides training and development for College  
Football Officials around the U.S. by servicing local high school football players. Additionally, presenting  
a workshop for coaches and student athletes, offering an alternative way to stay around the game  
beyond playing, after high, school if they choose

**Percentage of Hotel Tax Support of Related Costs**

55% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

\_\_\_\_\_ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

\_\_\_\_\_ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities \_\_\_\_\_%

***Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:***

- ☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$\_\_\_\_\_

**In detail, describe how the funds will be used and include appropriate documentation.**

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- ☐ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$\_\_\_\_\_

**In detail, describe how the funds will be used and include appropriate documentation.**

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EXHIBIT "A"

- ☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$\_\_\_\_\_

**In detail, describe how the funds will be used and include appropriate documentation.**

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- ☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: \$\_\_\_\_\_

**In detail, describe how the funds will be used and include appropriate documentation.**

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- ☐ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested under this category: \$\_\_\_\_\_

**In detail, describe how the funds will be used and include appropriate documentation.**

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- ☒ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested under this category: \$ 58,800 spread over 3x events (\$15,600 for hotel rooms per event, \$4,000 for conference meals per event)

How many individuals are expected to participate in the sporting related event? 650 total- spread over 3x events

EXHIBIT "A"

How many of the participants at the sporting related event are expected to be from another city or county? 650 total- spread over 3x events

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

The College Football Officiating Development Camp will fill up hotels and restaurants with coaches, officials, and all other attendees throughout the course of 3x events being held in Duncanville. The College Football Officiating Development Camp would like to continue hosting these training events, annually, in the City of Duncanville.

**In detail, describe how the funds will be used and include appropriate documentation.**

\$46,800 (\$15,600 3x events) will be paid towards hotel room fees for attendees  
\$12,000 (\$4000 3x events) will be used to pay for evening meals that will be catered by Duncanville businesses for off-site training events held at local high schools.

- ☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ \$19,200 (\$6,400 per event, 3x events)**

**What sites or attractions will tourists be taken to by this transportation?** hotel, local high schools & airport

**Will members of the general public (non-tourists) be riding on this transportation?** No

**What percentage of the ridership will be local citizens?** None

**In detail, describe how the funds will be used and include appropriate documentation.**

The funds will be utilized for ground transportation cost for attendees from and to the airport to the CFOD Camp held in Duncanville. The funds will also cover ground transportation cost for attendees from and to the hotel and to local high schools for training camps.

- ☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ \_\_\_\_\_**

**What tourist attractions will be the subject of the signs?**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

EXHIBIT "A"

**In detail, describe how the funds will be used and include appropriate documentation.**

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**Questions for All Funding Request Categories:**

1. How many years have you held this Event or Project: 20 yrs.
2. Expected Attendance: 650 guest (spread over 3x events)
3. How many people attending the Event or Project will use Duncanville hotels? 650 guest (spread over 3x events)  
Number of rooms rented for your event: 160 (per each event, 3x events)
4. Did you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? 160 rooms are blocked off per each event (3x events). The rooms are blocked off at the Hilton Garden Inn, Duncanville, TX. Any overflow will be booked with the Hampton Inn in Duncanville, TX.
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

| Month/Year Held   | Assistance Amount | Number of Hotel Rooms Used |
|-------------------|-------------------|----------------------------|
| <u>July, 2022</u> | <u>\$3000.00</u>  | <u>142</u>                 |
| <u></u>           | <u></u>           | <u></u>                    |
| <u></u>           | <u></u>           | <u></u>                    |
| <u></u>           | <u></u>           | <u></u>                    |
| <u></u>           | <u></u>           | <u></u>                    |

**\* Documentation must be included from each Duncanville hotel that supported the number of rooms used for all years.**



EXHIBIT "A"

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? Room Block usage, and direct payments to the  
Hilton Garden Inn and Hampton Inn
7. Please list other organization, government entities, and grants that have offered financial support to your project: \_\_\_\_\_
8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?  
No, 100% of the funds go back into the event to pay for Hotels, meals, and activities in the  
community
9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:  
  
 Newspaper: \$ N/A  
 Radio: \$ N/A  
 TV: \$ N/A  
 Other Paid Advertising: \$ N/A  
  
 Number of Press Releases/Media Alerts sent to the Media: N/A  
 Number of Direct Mailings to out-of-town recipients: N/A  
  
 Other Promotions: N/A
10. Will you include a link to the City/CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? Yes
11. Will you negotiate a special rate or hotel/event package to attract overnight stays?  
Yes
12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

EXHIBIT "A"

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13. What geographic areas does your advertising and promotion reach? \_\_\_\_\_

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14. How many individuals will your proposed marketing reach that are in another city or county?

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15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: \_\_\_\_\_

Percentage of those in attendance that are staying at area hotels/lodging facilities: \_\_\_\_\_%

**Please Submit To:** Agustin Garcia, Director of Economic Development

Mail To:  
P.O. Box 380280  
Duncanville, TX 75138-0280

Drop Off:  
Economic Development  
203 E. Wheatland Rd.  
Duncanville, TX 75116

**For questions, please call 972.780.4997.**





# STAFF REPORT

**MEETING: City Council - 16 May 2023**

**TITLE:**

Consider a resolution authorizing approval of an incentive grant by the Duncanville Community and Economic Development Corporation (DCEDC) to Italy Family Pharmacy Inc. not to exceed \$6,750 for a building located at 102 E. Daniieldale Road #101, Duncanville, Texas 75137.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Clay Mansell, MPA; Economic Development Administrator**

**BACKGROUND/HISTORY:**

The City of Duncanville Community and Economic Development Corporation (DCEDC) was formed in 1995. The Board of Directors oversees the DCEDC and allocates funds as part of Duncanville's comprehensive economic development plan. The DCEDC offers a variety of "Design" incentive grants designed to encourage redevelopment and beautification by providing financial resources to business owners for exterior property improvements. These tenets remain focal to the DCEDC economic development incentive policy which was revised on July 19, 2022. The revisions have given the DCEDC more tools to spur economic development.

The incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to a signage grant not to exceed six-thousand seven-hundred and fifty dollars (\$6,750) for a channel letter signage will be approximately three feet and six inches (3'6") in height and ten feet and six inches (10'6") in width, and illuminated with LED lights.

Grant money will be paid as a reimbursement after the project is complete. The recipient of the incentive grant must provide a written request including an affidavit of completion to the DCEDC Staff. The Building Permit Staff will then conduct an inspection of workmanship to ensure the project was completed according to all City Codes and Ordinances.

**POLICY EXPLANATION:**

The application by Italy Family Pharmacy Inc. was approved by the DCEDC on April 24th, for an incentive grant totaling \$6,750.00. The grant requires final approval by the City Council.

**FUNDING SOURCE:**

**ORG and Object Number**

12051000 and 708501

**Available Budget**

\$2,132,000.00

**Purchase Amount**

\$6,750.00

**After Encumber**

\$2,125,250.00

**ACTION ALTERNATIVES:**

1. Approve the DCEDC incentive grant.
2. Do not approve the DCEDC incentive grant
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Italy Family Pharmacy Resolution](#)

[ITALY FAMILY PHARMACY Development Agreement](#)

[EXHIBIT B-Italy Family Pharmacy Inc. Incentive Application](#)

**RESOLUTION NO. 2023-039**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO ITALY FAMILY PHARMACY INC. IN AN AMOUNT THAT SHALL NOT EXCEED \$6,750 FOR A BUILDING LOCATED AT 102 E. DANIELDALE ROAD #101, DUNCANVILLE, TEXAS, 75137, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT 'A'; AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Duncanville Community and Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners and operators for property improvements; and

**WHEREAS**, Italy Family Pharmacy Inc., occupies the building located at 102 E. Danieldale Road #101, Duncanville, Texas, 75137; and

**WHEREAS**, Italy Family Pharmacy Inc intends to install new channel letter signage approximately three feet and six inches (3'6") in height and ten feet and six inches (10'6") in width, and illuminated with LED lights; and

**WHEREAS**, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants that shall not exceed six-thousand, seven-hundred and fifty dollars (\$6,750); and

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

**SECTION 1.** That the City Council of the City of Duncanville, Texas hereby approves the terms and conditions of an incentive grant by the Duncanville Community and Economic Development Corporation to Italy Family Pharmacy Inc., for reimbursement of signage improvements in an amount not to exceed six-thousand, seven-hundred and fifty dollars (\$6,750), which is attached hereto and incorporated herein as Exhibit 'A'; and authorizing the City Manager to execute said grant agreements after approval as to form by the City Attorney.

**SECTION 2.** If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

**SECTION 3.** That this Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Duncanville, Texas, on the 16th day of May, 2023.

\_\_\_\_\_  
BARRY L. GORDON, MAYOR

ATTEST:

\_\_\_\_\_  
KRISTIN DOWNS,  
INTERIM CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT E. HAGER, CITY ATTORNEY

EXHIBIT "A"

|                         |          |                             |
|-------------------------|----------|-----------------------------|
| <b>STATE OF TEXAS</b>   | <b>§</b> | <b>ECONOMIC DEVELOPMENT</b> |
|                         | <b>§</b> | <b>INCENTIVE AGREEMENT</b>  |
| <b>COUNTY OF DALLAS</b> | <b>§</b> |                             |

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Economic Development Incentive Agreement ("Agreement") is made by and between the Duncanville Community and Economic Development Corporation, a Texas non-profit corporation (the "DCEDC") acting by and through Kenneth Govan its duly authorized DCEDC President, and Italy Family Pharmacy Inc. acting by and through Roland Ako, its duly authorized representative (the "Applicant").

**RECITALS**

**WHEREAS**, the Duncanville Community and Economic Development Corporation (DCEDC) established incentive policies and guidelines in order to locate, retain, and expand business activities in Duncanville; and

**WHEREAS**, the Applicant, has requested economic development assistance from the DCEDC for their property located at 102 E. Danieldale Road #101, Duncanville, Texas 75137 hereinafter known as the "Project"; and

**WHEREAS**, the incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to signage improvements in an amount not to exceed six-thousand seven-hundred and fifty dollars (\$6,750) for the construction and installation of channel letter signage that will be approximately three feet and six inches (3'6") in height and ten feet and six inches (10'6") in width, and illuminated with LED lights; and

**WHEREAS**, reimbursement of incentive funds is conditional on the Applicant bringing the property up to compliance with all City of Duncanville codes and ordinances; and

**WHEREAS**, the Applicant, meets all program requirements in order to be considered for incentive grant assistance; and

**WHEREAS**, pursuant to Texas Local Government Code Chapters 501 through 505, (the Development Corporation Act), the DCEDC has determined that the request constitutes an authorized project and DCEDC is willing to provide the Applicant with economic assistance in the form of cost reimbursements as hereinafter set forth on the terms and conditions stated herein and the Applicant, is willing to accept all terms and conditions stated in this Agreement; and

**WHEREAS**, the DCEDC has determined that making economic development grants in accordance with this Agreement will further the objectives of the DCEDC and will benefit the

EXHIBIT "A"

DCEDC, the City, and the city's residents by helping to stimulate local economic development through beautification and site readiness for investment and development, increase the City's yearly ad valorem collections, increase sales tax, and encourage economic vitality in the City.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I. AUTHORIZATION**

1.01. The City Council finds and determines that this Agreement is authorized and governed by Texas Local Government Code Chapters 501 through 505.

**ARTICLE II. TERM**

2.02. This Agreement shall be effective as of the date of execution by all parties with specific performance standards being met by **November 28, 2023**, unless otherwise terminated as provided for in this agreement. The compliance provisions of this agreement shall survive for a period of five (5) years from the effective date.

**ARTICLE III. GRANT**

3.01. **Economic Development Incentives.**

As an economic development incentive grant to assist the Applicant located at 102 E. Danieldale Road #101, Duncanville, Texas 75137 in Duncanville, Texas, the DCEDC agrees to provide a one-time reimbursement incentive grant in an amount not to exceed a total of \$6,750 for the construction and installation of a channel letter sign affixed to the building located at said address, subject to the terms and conditions set forth in this Agreement. Grant reimbursement payment will be made if funds are available from sales tax proceeds once all the Applicant performance standards have been met and nothing contained herein shall constitute a contract for goods or services under the law.

3.02. The Applicant shall file a written proposal and plans with the DCEDC which shall provide detail plans concerning the use of funds to achieve the purposes recited herein.

**ARTICLE IV. COVENANTS OF ITALY FAMILY PHARMACY INC.**

4.01. As a condition precedent and in consideration of the DCEDC agreeing to make the economic development incentive grant described above, and to be eligible to receive reimbursement, the Applicant agrees to do the following:

- (a) Cause the signage improvements as defined herein to be permitted and installed at the address indicated herein; and
- (b) Provide a copy of the grant reimbursement request form accompanied by original



EXHIBIT "A"

copies of the actual paid invoices for expenses incurred for signage improvements as recited herein within the provisions to Article III before November 28, 2023 at 5 p.m.; and

- (c) Provide proof of legal occupancy of the specified location of 102 E. Danieldale Road #101, Duncanville, Texas 75137; and
- (d) Incentive grant shall mean one time cash grant not to exceed \$6,750 for signage improvements ("Project") to the property located at 102 E. Danieldale Road #101, Duncanville, Texas 75137; and
- (e) Receive a certificate of occupancy for 102 E. Danieldale Road #101, Duncanville, Texas 75137 on or before November 28, 2023; and
- (f) Pay any property or City sales tax due during the duration of the terms of this agreement and through a period of five years from the effective date; and
- (g) Develop and maintain the property in conformity with the local comprehensive zoning ordinance and all other applicable regulations and codes.
- (h) During the term of this Agreement, the Applicant, agrees not to knowingly employ any undocumented workers or unlicensed contractors and/or subcontractors at the development, and if convicted of a violation under 8 U.S.C Section 1324a(f), the Applicant, shall repay the amount of the grant payments received within 130 business days after the date the Applicant, is notified by the City of such violation, and this agreement automatically terminates.
- (i) If work is found to be incomplete within the timeline provided in Article IV, the Applicant, may request via written documentation an extension of 30 business days to complete work. If the work remains incomplete by the end of this extension, the Applicant, will be found in violation of this agreement and the terms of this agreement is terminated and the Applicant will indemnify the DCEDC of any obligations related to grants and incentives that are withheld pursuant to the provisions of Article V, Section 5.02.

**ARTICLE V. GENERAL PROVISIONS**

**5.01. Termination and Default.** This Agreement terminates upon any one of the following:

- (a) By the Applicant, through mutual written agreements of both parties; and
- (b) By DCEDC, if the Applicant, files any false documentation concerning the application or receipt of the Grant; and

EXHIBIT "A"

- (c) By DCEDC and the Applicant, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party; and
- (d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by the Applicant, shall have become delinquent (provided, however, that such taxes, fees, or charges shall not be considered delinquent for purposes of this Section 5.1(c) until any proper and timely protest or contest of such taxes or fees has become final) for a period of five (5) years from the effective date; and
- (e) By DCEDC, if the Applicant suffers an Event of Bankruptcy or Insolvency; and
- (f) By DCEDC and the Applicant, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal; and
- (g) By DCEDC, if insufficient funding is available to provide the grant contemplated herein. In such event, the DCEDC shall give the Applicant not less than fifteen (15) days notice of its intent to terminate; and
- (h) By DCEDC, if any other material provisions of this Agreement is breach by the Applicant.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of the Applicant existence, insolvency, employment of receiver for any part of the Property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Applicant and Owner and such proceedings are not dismissed within ninety (90) days after the filing thereof,

**5.02. Recapture Provision.** In the event the Applicant does not comply with the terms of this Agreement or is otherwise in default as provided herein, the Applicant pursuant to the provisions herein shall refund the DCEDC the Grant Payments actually paid by DCEDC and received by the Applicant immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, the Applicant will indemnify the DCEDC of any fees or costs related to recuperating funds owed to the DCEDC, plus interest and attorney fees.

**5.03. Mutual Assistance.** The Applicant and the DCEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

**5.04. Representations and Warranties.** The Applicant represents and warrants to the DCEDC that it is a duly organized company under the laws of the State of Texas and is in good standing and can execute the terms of this agreement.

EXHIBIT "A"

5.05. **Employee Hiring, Materials, and Supplies Purchased.** Although not a condition of this Agreement, the DCEDC requests that the Applicant when feasible, satisfies its needs for all additional employees from Duncanville residents and/or purchases materials and supplies from Duncanville merchants and businesses.

5.06. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.07. **Verification and Compliances.** The Applicant agrees to allow the DCEDC's attorney to conduct an audit all of the Applicant business records, documents, and agreements or other instruments, subject to appropriate confidentiality, in furtherance of the following purposes only:

- (a) To ensure the Applicant compliance with the affirmative covenants set forth in this Agreement; and
- (b) To determine the existence of a default or breach of the terms of this Agreement; and
- (c) To ensure compliance with the prerequisites for paying a Reimbursement Incentive; and
- (d) To determine whether the correct amount of sales taxes are being collected and reported.

The DCEDC will provide the Applicant with written notice of any request for an audit and shall cooperate with the Applicant to schedule audit activities so as to minimize disruption of the Applicant normal business operations.

5.08. **Indemnification.** IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, THE APPLICANT IS ACTING INDEPENDENTLY, AND THE DCEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE APPLICANT BUSINESS OR PROPERTY. THE DCEDC SHALL NOT BE LIABLE TO THE APPLICANT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY. IN THIS RESPECT, THE APPLICANT AGREES TO INDEMNIFY AND HOLD THE DCEDC HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE CONDUCT OR MANAGEMENT OF THE APPLICANT, OR FROM ANY BREACH ON THE PART OF THE APPLICANT OF ANY CONDITIONS OF THIS AGREEMENT OR FROM ANY ACT OF NEGLIGENCE OF THE APPLICANT, ITS AGENTS, CONTRACTORS, OR EMPLOYEES.

5.09. **Attorneys Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be

EXHIBIT "A"

entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

5.10. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

5.11. **Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by the Applicant, DCEDC, and the City.

5.12. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. The Applicant may not assign all or any part of its rights and obligations hereunder without prior written approval of the DCEDC.

5.13. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

|        |                                                                                                                                            |                                                                                                                                                       |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Owner: | ITALY FAMILY PHARMACY<br>Attention: Roland Ako<br>102 E. Daniieldale Road #101,<br>Duncanville, Texas 75137                                | With a copy to:<br><br>Robert E. Hager<br>Nichols, Jackson, Dillard, Hager & Smith, LLP<br>1800 Ross Tower<br>500 N. Akard St.<br>Dallas, Texas 75201 |
| City:  | City of Duncanville<br>Attention: Robert D. Brown, Jr<br>P.O. Box 380280<br>Duncanville, Texas 75138-0280                                  |                                                                                                                                                       |
| DCEDC: | Duncanville Community and Economic Development Corporation<br>Attention: Kenneth Govan<br>P.O. Box 380280<br>Duncanville, Texas 75138-0280 |                                                                                                                                                       |

5.14. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

5.15. **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Dallas County, Texas.

5.16. **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal,

EXHIBIT "A"

valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

5.18. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

5.19. **Approval by the City of Duncanville, Texas.** This Agreement was approved by the City Council at its meeting on May 16, 2023.

**ITALY FAMILY PHARMACY INC.**

\_\_\_\_\_  
By: Roland Ako  
Its: Duly Authorized Representative  
Date: \_\_\_\_\_, 2023

**DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION**

\_\_\_\_\_  
By: Kenneth Govan  
Its: Board President  
Date: \_\_\_\_\_, 2023

**CITY OF DUNCANVILLE**

\_\_\_\_\_  
By: Robert D. Brown, Jr  
Its: Interim City Manager  
Date: \_\_\_\_\_, 2023

**Italy Family Pharmacy Inc. Acknowledgement**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF DALLAS       §**

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the duly authorized representative of Italy Family Pharmacy, and that they are authorized by said to execute the foregoing instrument as the act of such Italy Family Pharmacy for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:

\_\_\_\_\_

**Duncanville Community and Economic Development Corporation Acknowledgement**

STATE OF TEXAS       §  
                                   §  
 COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Board President of the Duncanville Community and Economic Development Corporation, and that they are authorized by said Corporation to execute the foregoing instrument as the act of such Duncanville Community and Economic Development Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Notary Public in and for the State of Texas

\_\_\_\_\_  
 Type or Print Notary's Name

My Commission Expires:

\_\_\_\_\_

EXHI

**City of Duncanville Acknowledgement**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF DALLAS       §**

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the City Manager of the City of Duncanville, and that they are authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:

\_\_\_\_\_





# EXHIBIT "B" Incentives & Grants Assistance Application

**Property Owner** Italy Family pharmacy Inc  
**Mailing Address** 102 E. Daniel Dale Rd #101, Duncanville TX 75137  
**City** Duncanville **State & Zip** Texas, 75137  
**Phone** 713-516-6732 **Fax** 469-6475332 **Email** ayukrobs@yahoo.com

**Project Representative** Roland ARO  
**Mailing Address** 102 E. Daniel Dale Rd #101  
**City** Duncanville **State & Zip** Texas, 75137  
**Phone** 713-516-6732

**Business Name** Italy Family Pharmacy Inc  
**Property Address** 102 E. Daniel Dale Rd, Duncanville Texas 75137  
**Will You Lease or Own the Property?** OWN **Legal Incorporation (Sole Proprietor, LLC, etc)** S-corp  
**Type of Business** Medical/pharmacy **Years in Business** 11 years  
**Business Plan and Portfolio Available?** YES (If yes, please attach)

**Project Description**  
This is about a 10,000sqft building with 7500sqft used by the owner to operate a medical clinic and drug store/compounding and home medical equipment.  
**Square footage of Project:** \_\_\_\_\_ **Date Projected for Occupation of Project/Initiation of Operations** \_\_\_\_\_

**Fiscal Impact / Financial Background**  
**Current Real Property Value \$** not sure (new building)  
**Estimated Property Investment (if applicable) \$** \_\_\_\_\_  
**Current Sales / Gross Receipts / Revenue Generated \$** 1.5 - 2 million  
**Additional Revenue to be Generated from Business Expansion (if applicable) \$** 1 - 1.5 million  
**Sales Growth Expectations:** Year One \_\_\_\_\_ Year Two \_\_\_\_\_ Year Three \_\_\_\_\_  
**Projected Total Annual Operating Budget of this Facility \$** 2 million  
**Business Liabilities \$** \_\_\_\_\_  
**What infrastructure construction would be required?** New Building in place, needs signage

**Interior Investments \$** \_\_\_\_\_ **Exterior Investments \$** \_\_\_\_\_

**Are you entering into a Loan?** YES **If yes, please answer the following:**  
**Loan Amount \$** 1.53 million dollars  
**Down Payment \$** 710,000  
**Construction Price of Improvements or Buildings \$** 2,360,000  
**Lending Institution** Alliance bank  
**Lender's Address** 3620 State Hwy 121 #100, Plano TX 75025  
**Lender's Contact Person** Chris Hanson

**Employment Impact**  
**Total Number of Jobs** 15 (fifteen) **Total Annual Payroll \$** 870,000  
**Type of Jobs Created** Doctor(1), Pharmacist(2), NPs(2), MTA(2), Front Desk(2), CPTech(4), Cleaning(2)  
**Percentage of Employees who will be Duncanville Residents** Not sure yet  
**Number of Full-time Employees** 10 **Number of Part-time Employees** 5

EXHIBIT "B"

**IMPORTANT PARTICIPATION REQUIREMENTS FOR EACH GRANT:**

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
  - Bid information should also include the following:
    - Business Name
    - Contact Name
    - Contact Phone Number
    - Business Address
    - Cost of Services
- Grants, by default, are paid as a **REIMBURSEMENT** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An **Attestation of Completion of Work** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

**TYPE OF INCENTIVE GRANTS:** Place a check mark in the corresponding box of the grant(s) you are applying for.

☐ Sales Tax Grant

Amount Requested \$ \_\_\_\_\_

Estimated Annual Sales Generated \$ \_\_\_\_\_

**Program Specifications:**

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☒ Business Retention and Expansion Grant

Amount Requested \$ 37,500

*Need this grant to help with employee retention*

**Program Specifications:**

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars (\$2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☐ Paint Grant

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

**Attach the following documentation to the application:**

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.



EXHIBIT "B"

☐ Landscape Grant

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

**Attach the following documentation to the application:**

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

☒ Signage Grant

Amount Requested \$ 6750

**Program Specifications:**

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

**Attach the following documentation to the application:**

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

☐ Façade and Architectural Improvement Grant

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

☐ Pavement Grant

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☐ Demo, Redevelopment, Reuse Grant

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

EXHIBIT "B"

☐ Infrastructure Grant

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

**Attach the following documentation to the application:**

1. Stamped engineering plans that outline in detail the scope of work.

☐ Other Incentive \_\_\_\_\_

Amount Requested \$ \_\_\_\_\_

Total Grant Amount Requested

\$ 44,250

**\*\*\*If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.**

**AGREEMENT:** I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter of Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

Printed Name

Roland AKA

Date

04-06-2023

Signature

[Handwritten Signature]



City of Duncanville  
Economic Development  
203 E. Wheatland Road  
Duncanville, TX 75116  
972.780.5090  
[www.DuncanvilleEDC.com](http://www.DuncanvilleEDC.com)

EXHIBIT "B"

# A to Z SIGNS

2100 S. Great Southwest PKWY

Suite # 105

Grand Prairie, TX 75051

# Estimate

Number: E102

Date: April 04, 2023

## Bill To:

EVERTS  
102 E DANIELDALE RD  
DUNCANVILLE, TX 75137

## Ship To:

| PO Number | Terms |
|-----------|-------|
|           |       |

| Description                                                | Quantity | Price    | Tax 1 | Amount     |
|------------------------------------------------------------|----------|----------|-------|------------|
| NEW SET CHANNEL LETTER ON<br>RACEWAY READING EVERTS & LOGO | 1.00     | 6,250.00 | ✓     | 6,250.00   |
| Sub-Total                                                  |          |          |       | \$6,250.00 |
| State Tax 8.00% on 6,250.00                                |          |          |       | 500.00     |
| Total                                                      |          |          |       | \$6,750.00 |





EXHIBIT "B"



UL Licensed & Insured Sign Company  
 1184 Explorer St Unit G  
 Duncanville, TX 75137  
 Office (469) 888-2068  
 Signs@EZSignworks.com

PROPOSAL

|             |        |
|-------------|--------|
| Proposal No | 1650   |
| Date        | 4/4/23 |
| Prepared By |        |

WWW.EZSIGNWORKS.COM

|                                                                                    |
|------------------------------------------------------------------------------------|
| Prepared For                                                                       |
| TRIPLE L REAL ESTATE<br>Gianni LaBarba<br>627 Mercury Ave<br>Duncanville, TX 75137 |

|                                                                  |
|------------------------------------------------------------------|
| Job Location                                                     |
| TRIPLE L REAL ESTATE<br>627 Mercury Ave<br>Duncanville, TX 75137 |

| Description                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| LED ILLUMINATED 3'6"X10'6" CHANNEL LETTER SIGN<br>RETURN: 5" BLACK ALUMINUM    TRIM CAP: 1" BLACK    FACE: WHITE ACRYLIC W/VINYL OVERLAY    LIGHTING: WHITE<br><br>INSTALLATION is included in price<br><br>SIGN PERMIT is included in price and will be obtained by our company. |

We propose to furnish material and labor - complete in accordance with the above specifications, for the sum of: **\$4,149.71**

**Payment Terms: 50% down payment upon approval/acceptance of proposal and remaining balance due on day of delivery/installation.**

|                   |                   |
|-------------------|-------------------|
| Subtotal          | \$3,923.00        |
| Sales Tax (8.25%) | \$226.71          |
| <b>TOTAL</b>      | <b>\$4,149.71</b> |

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

**Acceptance of Proposal**

Date of Acceptance \_\_\_\_\_

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in payment terms above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

**Note: This proposal may be withdrawn by us if not accepted within 30 days.**



## EXHIBIT "B"

**Downey Signs & Lighting**

Contract

1403 South Alexander Duncanville Texas 75136

972-296-2266

C/O Everts  
Psychiatry- Family Medicine

Manufacture (1) set of individually lighted channel letters to read **"EVERTS WITH LOGO"** in 20" lower case letters. Letters will be individually lighted with white Led's spaced to ensure proper lighting. Letter faces will be manufactured using 1/8" white plastic. Letters will have Lime green and purple translucent vinyl overlay. Letters will have a white border around the letters. Please refer to the drawing for likeness. Returns will be 3" deep and constructed of 0.040 pre finished BLACK aluminum. Trim cap will 1" black. Backs will also be 3mm white ACM. All interior surfaces will be painted white or equivalent. The letters will be mounted to a wire way painted to match the building as close as possible.

Tag signs will be constructed in the same manner as the above mentioned channel letters. Same color schemes. Again please refer to rendering for likeness.



**Connection to existing power within 5 feet. If power is not present you will need an electrician to run a dedicated line from the breaker. The sign needs a time clock to ensure proper time.**

**Site survey/Permit fee/ Filling Service/UL Listed**

Downey Signs requires permit approval before production begins. All signs will be listed with Underwriters Laboratory and inspected if required by field inspector. A service charge to create the drawings, submit the application and acquire the permits, schedule and meet inspector for sign final. Is included within the quote.

**Art work** will be sent for approval before manufacturing begins

**Engineering** for any sign is not included in the price unless otherwise noted.



EXHIBIT "B"

Price: \$4,300.00  
 Tax: 354.00  
 Total: \$4,654.00  
 Deposit 60%: \$2,793.00  
 Balance \$1,861.00

Permits will be billed to client on final invoice at face value from the governing City.

Invoice is due upon receipt at time of job completion. The client agrees to pay all costs of collection in the event of default of payment including attorney's fees. If payment is not received after written contact, Downey Signs has the right to repossess the signage or the materials used in servicing the signage until payment is made in full. Customer will be responsible for the cost of removal and re-installation if repossession is required.

Electrical connection to the sign will be the buyers' responsibility

Warranty:

All work performed by Downey Signs Company, is guaranteed to be performed in first class condition insofar as workmanship is concerned. All materials furnished by Downey Sign Company are guaranteed under the same provisions as guaranteed by our suppliers. All transformers and ballasts carry a two year warranty after installation. All power supplies carry a five year warranty for parts with one year Labor after installation. All Leds carry a three year part warranty after installation with one year Labor. The following conditions must be met. The sign has been connected by a licensed and bonded electrician. If the sign has been connected to an electrical time clock. If the sign has not been lighted for over 12 hours per 24 hour day. All signs have to be on a dedicated circuit. If any of these terms are not met the warranty becomes void.

Contract Terms and Conditions:

1. If the buyer changes his/her mind in regards to the purchase of a custom sign after down payment has been received, there will absolutely no refund.
2. A down payment will be required with all orders. No work on the sign will be started until the down payment is paid to the seller from the buyer.
3. This contract will accept no verbal changes. All changes must be in written into the contract and initialed by the seller and buyer.
4. The total balance will be paid on the date the sign is installed. Customer will be notified prior to the installation of the sign to discuss payment.
5. The client agrees to pay all costs of collection in the event of default of payment including attorney's fees. If payment is not received after written contact, Downey Signs has the right to repossess the signage or the materials used in servicing the signage until payment is made in full. Customer will be responsible for the cost of removal and re-installation if repossession is required.

Signature Buyer: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature Seller: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

*Please remit payment to*

**Downey Signs**

**705 Walnut Bend Drive Mansfield Texas 76063**

**817-307-9444**

**www.downeysigns.com**

**Electrical Sign Contractor TDLR # 18077**



# STAFF REPORT

**MEETING: City Council - 16 May 2023**

**TITLE:**

Consider a resolution authorizing approval of an incentive grant by the Duncanville Community and Economic Development Corporation (DCEDC) to Jones Inck, LLC, in an amount not to exceed \$6,240.33 for a building located at 206 N. Main Street, Duncanville, Duncanville, Texas 75116.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Clay Mansell, MPA; Economic Development Administrator**

**BACKGROUND/HISTORY:**

The City of Duncanville Community and Economic Development Corporation (DCEDC) was formed in 1995. The Board of Directors oversees the DCEDC and allocates funds as part of Duncanville's comprehensive economic development plan. The DCEDC offers a variety of "Design" incentive grants designed to encourage redevelopment and beautification by providing financial resources to business owners for exterior property improvements. These tenets remain focal to the DCEDC economic development incentive policy which has since been revised on July 19th, 2022. The revisions have given the DCEDC more tools to spur economic development.

The incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to a signage grant not to exceed six-thousand and two-hundred and forty dollars and thirty-three cents (\$6,240.33) for channel letter signage that will be approximately seventy-two inches (72") in height, and at least twenty-six feet and half-an-inch (26'- 0 ½") in length and illuminated with LED lighting; and.

Grant money will be paid as a reimbursement after the project is complete. The recipient of the incentive grant must provide a written request including an affidavit of completion to the DCEDC Staff. The Building Permit Staff will then conduct an inspection of workmanship to ensure the project was completed according to all City Codes and Ordinances.

**POLICY EXPLANATION:**

The application by Jones Inck , LLC, was approved by the DCEDC on April 24th, for an incentive grant totaling \$6,240.33. The grant requires final approval by the City Council.

**FUNDING SOURCE:****ORG and Object Number**

12051000 and 708501

**Available Budget**

\$2,132,000.00

**Purchase Amount**

\$6,240.33

**After Encumber**

\$2,125,759.67

**ACTION ALTERNATIVES:**

1. Approve the DCEDC incentive grant.
2. Do not approve the DCEDC incentive grant
3. Other actions as directed by Council.

**ATTACHMENTS:**

[JONES INCK RESOLUTION](#)

[EXHIBIT A-JONES INCK DEVELOPMENT AGREEMENT](#)

[EXHIBIT B-JONES INCK GRANT APPLICATION](#)

**RESOLUTION NO. 2023-040**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO JONES INCK, LLC IN AN AMOUNT THAT SHALL NOT EXCEED \$6,240.33 FOR A BUILDING LOCATED AT 206 N. MAIN STREET, DUNCANVILLE, TEXAS, 75116, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT 'A'; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Duncanville Community and Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners and operators for property improvements; and

**WHEREAS**, Jones Inck, LLC, occupies the building located at 206 N. Main Street, Duncanville, Texas, 75116; and

**WHEREAS**, Jones Inck, LLC intends to install a new channel letter sign onto the building; and

**WHEREAS**, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants that shall not exceed six-thousand, two-hundred forty dollars and thirty-three cents (\$6,240.33); and

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

**SECTION 1.** That the City Council of the City of Duncanville, Texas hereby approves the terms and conditions of an incentive grant by the Duncanville Community and Economic Development Corporation to Jones Inck, LLC sign improvements in an amount not to exceed six-thousand, two-hundred forty dollars and thirty-three cents (\$6,240.33), which is attached hereto and incorporated herein as Exhibit 'A'; and authorizing the City Manager to execute said grant agreements after approval as to form by the City Attorney.

**SECTION 2.** If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

**SECTION 3.** That this Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Duncanville, Texas, on the 16th day of May 2023.

\_\_\_\_\_  
BARRY L. GORDON, MAYOR

ATTEST:

\_\_\_\_\_  
KRISTIN DOWNS,  
INTERIM CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT E. HAGER, CITY ATTORNEY

EXHIBIT "A"

|                         |          |                             |
|-------------------------|----------|-----------------------------|
| <b>STATE OF TEXAS</b>   | <b>§</b> | <b>ECONOMIC DEVELOPMENT</b> |
|                         | <b>§</b> | <b>INCENTIVE AGREEMENT</b>  |
| <b>COUNTY OF DALLAS</b> | <b>§</b> |                             |

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Economic Development Incentive Agreement ("Agreement") is made by and between the Duncanville Community and Economic Development Corporation, a Texas non-profit corporation (the "DCEDC") acting by and through Kenneth Govan its duly authorized DCEDC President, and Jones Inck LLC acting by and through Michaela Jones, its duly authorized representative (the "Applicant").

**RECITALS**

**WHEREAS**, the Duncanville Community and Economic Development Corporation (DCEDC) established incentive policies and guidelines in order to locate, retain, and expand business activities in Duncanville; and

**WHEREAS**, the Applicant, has requested economic development assistance from the DCEDC for their property located at 206 N. Main Street, Duncanville, Texas 75116 hereinafter known as the "Project"; and

**WHEREAS**, the incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to a signage grant not to exceed six-thousand and two-hundred and forty dollars and thirty-three cents (\$6,240.33); and

**WHEREAS**, for channel letter signage will be approximately seventy-two inches (72") in height, and at least twenty-six feet and half-an-inch (26'- 0 ½") in length and illuminated with LED lighting; and.

**WHEREAS**, reimbursement of incentive funds is conditional on the Applicant bringing the property up to compliance with all City of Duncanville codes and ordinances; and

**WHEREAS**, the Applicant, meets all program requirements in order to be considered for incentive grant assistance; and

**WHEREAS**, pursuant to Texas Local Government Code Chapters 501 through 505, (the Development Corporation Act), the DCEDC has determined that the request constitutes an authorized project and DCEDC is willing to provide the Applicant with economic assistance in the form of cost reimbursements as hereinafter set forth on the terms and conditions stated herein and the Applicant, is willing to accept all terms and conditions stated in this Agreement; and

**WHEREAS**, the DCEDC has determined that making economic development grants in accordance with this Agreement will further the objectives of the DCEDC and will benefit the

EXHIBIT "A"

DCEDC, the City, and the city's residents by helping to stimulate local economic development through beautification and site readiness for investment and development, increase the City's yearly ad valorem collections, increase sales tax, and encourage economic vitality in the City.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I. AUTHORIZATION**

1.01. The City Council finds and determines that this Agreement is authorized and governed by Texas Local Government Code Chapters 501 through 505.

**ARTICLE II. TERM**

2.02. This Agreement shall be effective as of the date of execution by all parties with specific performance standards being met by November 28, 2023, unless otherwise terminated as provided for in this agreement.

**ARTICLE III. GRANT**

3.01. **Economic Development Incentives.**

As an economic development incentive grant to assist the Applicant located at 206 N. Main Street in Duncanville, Texas, the DCEDC agrees to provide a one-time reimbursement grant in an amount not to exceed a total of \$6,240.33 for a signage grant for the building occupied by the Applicant subject to the terms and conditions set forth in this Agreement. Grant reimbursement payment will be made if funds are available from sales tax proceeds once all the Applicant performance standards have been met and nothing contained herein shall constitute a contract for goods or services under the law.

3.02. The Applicant shall file a written proposal and plans with the DCEDC which shall provide detail plans concerning the use of funds to achieve the purposes recited herein.

**ARTICLE IV. COVENANTS OF JONES INCK LLC**

4.01. As a condition precedent and in consideration of the DCEDC agreeing to make the economic development incentive grant described above, and to be eligible to receive reimbursement, the Applicant agrees to do the following:

- (a) Cause the improvements as defined herein to be actually made at the address indicated herein; and
- (b) Provide a copy of the grant reimbursement request form along with original copies of the actual paid invoices for expenses within the provisions to Article III the business incurred before November 28, 2023 at 5 p.m.; and

EXHIBIT "A"

- (c) Provide proof of legal occupation of the specified location of 206 N. Main Street, Duncanville, Texas 75116, the promises in the agreement; and
- (d) Incentive grant shall mean an amount not to exceed \$6,240.33 for improvements to the property located at 206 N. Main Street, Duncanville, Texas 75116; and
- (e) Receive a certificate of occupancy on or before November 28, 2023; and
- (f) Pay any property or City sales tax due before or on November 28, 2023; and
- (g) During the term of this Agreement, the Applicant, agrees not to knowingly employ any undocumented workers or unlicensed contractors and/or subcontractors at the development, and if convicted of a violation under 8 U.S.C Section 1324a(f), the Applicant, shall repay the amount of the grant payments received within 130 business days after the date the Applicant, is notified by the City of such violation, and this agreement automatically terminates.
- (h) If work is found to be incomplete within the timeline provided in Article IV, the Applicant, may request via written documentation an extension of 30 business days to complete work. If the work remains incomplete by the end of this extension, the Applicant, will be found in violation of this agreement and the terms of this agreement are automatically terminated and the Applicant will indemnify the DCEDC of any obligations related to grants and incentives that are withheld.

**ARTICLE V. GENERAL PROVISIONS**

5.01. **Termination and Default.** This Agreement terminates upon any one of the following:

- (a) By the Applicant, through mutual written agreements of both parties; and
- (b) By DCEDC, if the Applicant, files any false documentation concerning the application or receipt of the Grant; and
- (c) By DCEDC and the Applicant, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party; and
- (d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by the Applicant, shall have become delinquent (provided, however, that such taxes, fees, or charges shall not be considered delinquent for purposes of this Section 5.1(c) until any proper and timely protest or contest of such taxes or fees has become final); and



EXHIBIT "A"

- (e) By DCEDC, if the Applicant suffers an Event of Bankruptcy or Insolvency; and
- (f) By DCEDC and the Applicant, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal; and
- (g) By DCEDC, if insufficient funding is available to provide the grant contemplated herein. In such event, the DCEDC shall give the Applicant not less than fifteen (15) days notice of its intent to terminate; and
- (h) By DCEDC, if any other material provisions of this Agreement is breach by the Applicant.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of the Applicant existence, insolvency, employment of receiver for any part of the Property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Applicant and Owner and such proceedings are not dismissed within ninety (90) days after the filing thereof,

**5.02. Recapture Provision.** In the event the Applicant does not comply with the terms of this Agreement or is otherwise in default as provided herein, the Applicant pursuant to the provisions herein shall refund the DCEDC the Grant Payments actually paid by DCEDC and received by the Applicant immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, the Applicant will indemnify the DCEDC of any fees or costs related to recuperating funds owed to the DCEDC, plus interest and attorney fees.

**5.03. Mutual Assistance.** The Applicant and the DCEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

**5.04. Representations and Warranties.** The Applicant represents and warrants to the DCEDC that it is a duly organized company under the laws of the State of Texas and is in good standing and can execute the terms of this agreement.

**5.05. Employee Hiring, Materials, and Supplies Purchased.** Although not a condition of this Agreement, the DCEDC requests that the Applicant when feasible, satisfies its needs for all additional employees from Duncanville residents and/or purchases materials and supplies from Duncanville merchants and businesses.

**5.06. Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**5.07. Verification and Compliances.** The Applicant agrees to allow the DCEDC's attorney to conduct an audit all of the Applicant business records, documents, and agreements or other

## EXHIBIT "A"

instruments, subject to appropriate confidentiality, in furtherance of the following purposes only:

- (a) To ensure the Applicant compliance with the affirmative covenants set forth in this Agreement; and
- (b) To determine the existence of a default or breach of the terms of this Agreement; and
- (c) To ensure compliance with the prerequisites for paying a Reimbursement Incentive; and
- (d) To determine whether the correct amount of sales taxes are being collected and reported.

The DCEDC will provide the Applicant with written notice of any request for an audit and shall cooperate with the Applicant to schedule audit activities so as to minimize disruption of the Applicant normal business operations.

**5.08. Indemnification.** IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, THE APPLICANT IS ACTING INDEPENDENTLY, AND THE DCEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE APPLICANT BUSINESS OR PROPERTY. THE DCEDC SHALL NOT BE LIABLE TO THE APPLICANT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY. IN THIS RESPECT, THE APPLICANT AGREES TO INDEMNIFY AND HOLD THE DCEDC HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE CONDUCT OR MANAGEMENT OF THE APPLICANT, OR FROM ANY BREACH ON THE PART OF THE APPLICANT OF ANY CONDITIONS OF THIS AGREEMENT OR FROM ANY ACT OF NEGLIGENCE OF THE APPLICANT, ITS AGENTS, CONTRACTORS, OR EMPLOYEES.

**5.09. Attorneys Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

**5.10. Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

**5.11. Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by the Applicant, DCEDC, and the City.

**5.12. Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. The Applicant may not assign all or any part of its rights and obligations hereunder without prior written approval of the DCEDC.

## EXHIBIT "A"

5.13. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

|        |                                                                                                                                            |                                                                                                                                                       |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Owner: | Jones Inck LLC<br>Attention: Michaela Jones<br>206 N. Main Street<br>Duncanville, TX 75116                                                 | With a copy to:<br><br>Robert E. Hager<br>Nichols, Jackson, Dillard, Hager & Smith, LLP<br>1800 Ross Tower<br>500 N. Akard St.<br>Dallas, Texas 75201 |
| City:  | City of Duncanville<br>Attention: Robert D. Brown, Jr.<br>P.O. Box 380280<br>Duncanville, Texas 75138-0280                                 |                                                                                                                                                       |
| DCEDC: | Duncanville Community and Economic Development Corporation<br>Attention: Kenneth Govan<br>P.O. Box 380280<br>Duncanville, Texas 75138-0280 |                                                                                                                                                       |

5.14. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

5.15. **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Dallas County, Texas.

5.16. **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

5.18. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

5.19. **Approval by the City of Duncanville, Texas.** This Agreement was approved by the City Council at its meeting on May 16, 2023.

EXHIBIT "A"

**JONES INCK LLC**

\_\_\_\_\_  
By: Michaela Jones  
Its: Duly Authorized Representative  
Date: \_\_\_\_\_, 2023

**DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION**

\_\_\_\_\_  
By: Kenneth Govan  
Its: Board President  
Date: \_\_\_\_\_, 2023

**CITY OF DUNCANVILLE**

\_\_\_\_\_  
By: Robert D. Brown, Jr.  
Its: Interim City Manager  
Date: \_\_\_\_\_, 2023

EXHIBIT "A"

**JONES INCK LLC Acknowledgement**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF DALLAS       §**

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the duly authorized representative of Jones Inck LLC, and that they are authorized by said to execute the foregoing instrument as the act of such Jones Inck LLC for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:

\_\_\_\_\_

EXHIBIT "A"

**Duncanville Community and Economic Development Corporation Acknowledgement**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF DALLAS       §**

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Board President of the Duncanville Community and Economic Development Corporation, and that they are authorized by said Corporation to execute the foregoing instrument as the act of such Duncanville Community and Economic Development Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:  
\_\_\_\_\_

EXHIBIT "A"

**City of Duncanville Acknowledgement**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF DALLAS       §**

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the City Manager of the City of Duncanville, and that they are authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:  
\_\_\_\_\_



EXHIBIT "B"

# Incentives & Grants Assistance Application

**Property Owner** Ray Parsley  
**Mailing Address** 710 Corinthian Pl  
**City** Duncanville **State & Zip** TX 75116  
**Phone** (214) 876-8592 **Fax** \_\_\_\_\_ **Email** \_\_\_\_\_

**Project Representative** Michael Jones  
**Mailing Address** 206 N. Main St  
**City** Duncanville **State & Zip** TX 75116  
**Phone** (972) 209-3021

**Business Name** Jones Inck LLC  
**Property Address** 206 N. Main St, Duncanville, TX 75116  
**Will You Lease or Own the Property?** Lease **Legal Incorporation (Sole Proprietor, LLC, etc)** LLC  
**Type of Business** Custom Apparel **Years in Business** 2 yrs  
**Business Plan and Portfolio Available?** NO (If yes, please attach)

**Project Description**  
Outdoor signage

**Square footage of Project:** \_\_\_\_\_ **Date Projected for Occupation of Project/Initiation of Operations** \_\_\_\_\_  
116" X 48" April 2023

**Fiscal Impact / Financial Background**  
**Current Real Property Value** \$ 118,490  
**Estimated Property Investment (if applicable)** \$ \_\_\_\_\_  
**Current Sales / Gross Receipts / Revenue Generated** \$ 39,000  
**Additional Revenue to be Generated from Business Expansion (if applicable)** \$ \_\_\_\_\_  
**Sales Growth Expectations:** Year One 39,000.00 Year Two 48,800.00 Year Three 61,000.00  
**Projected Total Annual Operating Budget of this Facility** \$ \$6000.00  
**Business Liabilities** \$ 0  
**What infrastructure construction would be required?** \_\_\_\_\_

**Interior Investments** \$ 0 **Exterior Investments** \$ 0

**Are you entering into a Loan?** NO **If yes, please answer the following:**  
**Loan Amount** \$ \_\_\_\_\_  
**Down Payment** \$ \_\_\_\_\_  
**Construction Price of Improvements or Buildings** \$ \_\_\_\_\_  
**Lending Institution** \_\_\_\_\_  
**Lender's Address** \_\_\_\_\_  
**Lender's Contact Person** \_\_\_\_\_

**Employment Impact**  
**Total Number of Jobs** N/A **Total Annual Payroll** \$ N/A  
**Type of Jobs Created** N/A

**Percentage of Employees who will be Duncanville Residents** N/A  
**Number of Full-time Employees** 1 **Number of Part-time Employees** 0



EXHIBIT "B"

**IMPORTANT PARTICIPATION REQUIREMENTS FOR EACH GRANT:**

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
  - Bid information should also include the following:
    - Business Name
    - Contact Name
    - Contact Phone Number
    - Business Address
    - Cost of Services
- Grants, by default, are paid as a **REIMBURSEMENT** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An **Attestation of Completion of Work** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

**TYPE OF INCENTIVE GRANTS:** *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☒ **Sales Tax Grant**

Amount Requested \$ 5000.00

Estimated Annual Sales Generated \$ 40,000.00

***Program Specifications:***

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☐ **Business Retention and Expansion Grant**

Amount Requested \$ \_\_\_\_\_

***Program Specifications:***

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars (\$2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☐ **Paint Grant**

Amount Requested \$ \_\_\_\_\_

***Program Specifications:***

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

***Attach the following documentation to the application:***

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

EXHIBIT "B"

☐ **Landscape Grant**

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

**Attach the following documentation to the application:**

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

☒ **Signage Grant**

Amount Requested \$ 6,240.33

**Program Specifications:**

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

**Attach the following documentation to the application:**

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

☐ **Façade and Architectural Improvement Grant**

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

☐ **Pavement Grant**

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☐ **Demo, Redevelopment, Reuse Grant**

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.



EXHIBIT "B"

☐ Infrastructure Grant

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

**Attach the following documentation to the application:**

1. Stamped engineering plans that outline in detail the scope of work.

☐ Other Incentive \_\_\_\_\_

Amount Requested \$ \_\_\_\_\_

**Total Grant Amount Requested**     \$ 11,240.33

**\*\*\*If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.**

**AGREEMENT:** I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter of Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

Printed Name Michaela Jones     Date 03/23/2023  
 Signature Michaela Jones



City of Duncanville  
 Economic Development  
 203 E. Wheatland Road  
 Duncanville, TX 75116  
 972.780.5090  
[www.DuncanvilleEDC.com](http://www.DuncanvilleEDC.com)

EXHIBIT "B"



UL Licensed & Insured Sign Company

1184 Explorer St Unit G  
Duncanville, TX 75137

Office (469) 888-2068

Signs@EZSignworks.com

PROPOSAL

|             |         |
|-------------|---------|
| Proposal No | 1631    |
| Date        | 2/21/23 |
| Prepared By |         |

WWW.EZSIGNWORKS.COM

|                                                                                   |
|-----------------------------------------------------------------------------------|
| Prepared For                                                                      |
| JONES INCK EMBROIDERY<br>Michaela Jones<br>206 N Main St<br>Duncanville, TX 75116 |

|                                                                 |
|-----------------------------------------------------------------|
| Job Location                                                    |
| JONES INCK EMBROIDERY<br>206 N Main St<br>Duncanville, TX 75116 |

| Description                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| LED ILLUMINATED CHANNEL LETTERS FOR "JONES INCK CUSTOM EMBROIDERY & MORE"<br>LOGO: 48"X48" LETTER HEIGHT: 10"<br>RETURN: 5" BLACK ALUMINUM TRIM CAP: 1" BLACK FACE: WHITE ACRYLIC LIGHTING: WHITE<br><br>INSTALLATION is included in price<br>SQUARE TUBING FRAME TO BE BUILT & INSTALLED FOR SUPPORT OF SIGN<br><br>SIGN PERMIT is included in price and will be obtained by our company. |

We propose to furnish material and labor - complete in accordance with the above specifications, for the sum of: **\$6,240.33**

**Payment Terms: 50% down payment upon approval/acceptance of proposal and remaining balance due on day of delivery/installation.**

|                   |                   |
|-------------------|-------------------|
| Subtotal          | \$5,860.00        |
| Sales Tax (8.25%) | \$380.33          |
| <b>TOTAL</b>      | <b>\$6,240.33</b> |

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

**Acceptance of Proposal**

Date of Acceptance \_\_\_\_\_

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in payment terms above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

**Note: This proposal may be withdrawn by us if not accepted within 30 days.**

Created for the Approval of:

**Jones Inck**

206 N Main St.  
Duncanville, TX 75116

Proof Date: 02-21-2023

**Scope of Work**

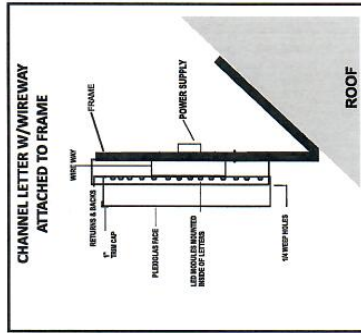
**MANUFACTURE & INSTALL:  
Illuminated Channel Letters**

Faces: 3/16" White Acrylic  
Trim Cap: 1" Black Jewelrite  
Returns: 5" Black Aluminum  
Lighting: White LEDs  
Wireway: Paint to match Building

**INSTALLATION**

- Letters mounted on wireway.
- Wireway installed direct to frame
- Frame built for slanted roof.

EXHIBIT "B"



30'



This design belongs to EZSignworks and becomes the property of the customer only upon completion of an order, and is not to be used in whole or in part without written permission of EZSignworks - 1184 Explorer St. Unit G - Duncanville, TX 75137 - (469) 888-2068  
www.EZSignworks.com - Signs@EZSignworks.com



Approved As Is \_\_\_\_\_ Approved w/Changes \_\_\_\_\_ Re-Draw w/Changes \_\_\_\_\_




**Giant Sign Co.**

 11226 ABLES LN  
 DALLAS, TX 75229

EXHIBIT "B"

# Estimate

| Date      | Estimate No. |
|-----------|--------------|
| 3/15/2023 | 10230        |

|                                                                         |
|-------------------------------------------------------------------------|
| Name/Address                                                            |
| Jones Inck<br>Michaela Jones<br>206 N. Main St<br>Duncanville, TX 75116 |

|                                                       |         |
|-------------------------------------------------------|---------|
| Ship To                                               |         |
| Jones Inck<br>206 N. Main St<br>Duncanville, TX 75116 |         |
| Payment Method                                        | Project |
| 50% Deposit / 50% Completion                          |         |

| Description                                                                                                                                                                                                                                                                                                                                                              | Qty | Rate     | Total             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|-------------------|
| Fabricate and Install LED Lighted Channel Letters on Backplate with Custom Brackets for Sloped Roof<br>- Sign to Read: "CUSTOM EMBROIDERY w/Logo"<br>- 5" Black Aluminum Returns<br>- 3/16" White Acrylic Face<br>- 1" White Jewelite Trim Cap<br>- 1/8" ACM Backerpanel<br>- 1.2W White LED Modules<br>- 12V LED Power Supply<br>- Custom Steel Bracket for Sloped Roof | 1   | 8,800.00 | 8,800.00T         |
| Subtotal                                                                                                                                                                                                                                                                                                                                                                 |     |          | \$8,800.00        |
| Sales Tax (8.25%)                                                                                                                                                                                                                                                                                                                                                        |     |          | \$726.00          |
| <b>Total</b>                                                                                                                                                                                                                                                                                                                                                             |     |          | <b>\$9,526.00</b> |

Signature \_\_\_\_\_

| Phone #        | Fax #          | E-mail              | Web Site          |
|----------------|----------------|---------------------|-------------------|
| (972) 247-4404 | (972) 247-0040 | laura@giantsign.com | www.giantsign.com |

**FRONT ELEVATION**

**SCALE: 1/8"=1'**

**LISTED SIGN COMPANY**

**GIANT SIGN**

Texas Sign Contractors License: TSC#183434  
 Regulated by The Texas Department of  
 Licensing and Regulation  
 P.O. Box 12157 Austin, TX 78714 1-800-803-9202

|                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>LANDLORD APPROVAL</b></p> <p>The undersigned consents to the installations and maintenance of this sign on my property in accordance with the agreement between Giant Sign Co. and my client, and any amendments, renewals, renewals, or modifications thereof.</p> <p><input checked="" type="checkbox"/> (Property Owner/Authorized Agent Signature) _____ Date _____</p> | <p><b>CLIENT APPROVAL</b></p> <p>This drawing is the property of Giant Sign and all rights to its use for reproduction are reserved by Giant Sign.</p> <p><input checked="" type="checkbox"/> (Client Signature) _____ Date _____</p> |
| <p>Client: Jones Inc Date: 3/9/23</p>                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                       |
| <p>Address: 200 N Main St, Duncannon, TX 75116</p>                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                       |
| <p>Artist: AE<br/>             Phone: (972) 247-4404<br/>             Email: andy@giantsign.com</p>                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                       |

**Electrical Notes**

1. Primary electrical of 120V.  
 2. J-box installed within 6 feet of sign.  
 (Signs) TO BE MANUFACTURED TO UL SPECIFICATIONS AND WILL BEAR THE UL LABEL(S).  
 INSTALL IN ACCORDANCE WITH ARTICLE 800 OF NATIONAL ELECTRIC CODES





EXHIBIT "B"

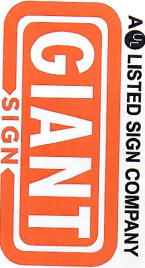
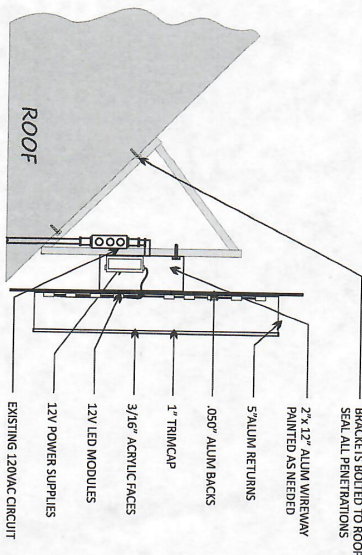
**A** FRONT LIT CHANNEL LETTERS  
QTY. 1

SCALE: 3/8"=1'  
156 SQ. FT.

**SCOPE OF WORK:**  
MANUFACTURE & INSTALL (1) NEW SET OF FRONT LIT CHANNEL LETTERS ON A BACKLIT BACKER.

- ALUM RETURNS
- ACRYLIC FACES
- 1" TRIMCAP
- ALUM BACKS
- VINYL OVERLAYS
- ALUM RACEWAY PTM ROOF
- ALUM MOUNTING FRAME

**COLORS:**  
■ ACM BACKER  
■ ORACAL 651-070 BLACK



**LISTED SIGN COMPANY**  
Texas Sign Contractors License: TSC#18434  
Regulated by The Texas Department of  
Licensing and Regulation  
P.O. Box 12157 Austin, TX 78714 1-800-803-9202

| LANDLORD APPROVAL                                                                                                                                                                                                      |      | CLIENT APPROVAL                                                                                                   |      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------------------------------------------------------------------------------------------------------------------|------|
| The undersigned consents to the installations and maintenance of this sign on my property in accordance with the agreement between Giant Sign Co. and my client and any extension, renewals, or modifications thereof. |      | This drawing is the property of Giant Sign and all rights to its use for reproduction are reserved by Giant Sign. |      |
| <input checked="" type="checkbox"/> (Property Owner/Authorized Agent Signature)                                                                                                                                        | Date | <input checked="" type="checkbox"/> (Client Signature)                                                            | Date |
| Client: Jones Inck Date: 3/9/23                                                                                                                                                                                        |      | Address: 200 N Main St, Duncanville, TX 75116                                                                     |      |
| Artist: AE Phone: (972) 247-4404 Email: andy@giantsign.com                                                                                                                                                             |      |                                                                                                                   |      |

**Electrical Notes**

Power must be provided by customer unless otherwise specified. A wiring diagram must be provided to the installer. Each sign must be wired to a dedicated branch circuit.

1. Primary electrical of 120V.

2. J-box installed within 5 feet of sign.

3. Signs must be wired to the power source in accordance with the National Electrical Code (NEC).

4. Signs must be wired to the power source in accordance with the National Electrical Code (NEC).

5. Signs must be wired to the power source in accordance with the National Electrical Code (NEC).

6. Signs must be wired to the power source in accordance with the National Electrical Code (NEC).

7. Signs must be wired to the power source in accordance with the National Electrical Code (NEC).

8. Signs must be wired to the power source in accordance with the National Electrical Code (NEC).

9. Signs must be wired to the power source in accordance with the National Electrical Code (NEC).

10. Signs must be wired to the power source in accordance with the National Electrical Code (NEC).





524 W Interstate 20  
Ste 370  
Grand Prairie, TX 75052  
(469) 480-7576

EXHIBIT "B"

# ESTIMATE

## EST-7160

fastsigns.com/2105

Payment Terms: Cash Customer

Frost Bank

Created Date: 2/14/2023

**DESCRIPTION:** Push Acrylic Illuminated signs 116" x 48"

**Bill To:** Jones Inck  
204 N Main St  
Ste. 112  
Duncanville, TX 75116  
US

**Installed:** Jones Inck  
2063 N Main St  
Duncanville, TX 75116  
US

**Requested By:** Michaela Jones  
Email: jonesinck@gmail.com  
Work Phone: (972) 209-3021

**Salesperson:** FASTSIGNS 2105

| NO.                      | Product Summary                                                                                  | QTY | UNIT PRICE  | AMOUNT      |
|--------------------------|--------------------------------------------------------------------------------------------------|-----|-------------|-------------|
| 1                        | <b>116"x 48" push acrylic illuminated sign With installation</b>                                 | 1   | \$12,600.00 | \$12,600.00 |
| 1.1                      | Custom - 116"x 48" push acrylic illuminated sign With installation<br>- Retail Price: \$12000.00 |     |             |             |
| 1.2                      | Permit Acquisitions - Permit Acquisitions<br>Part Qty: 1                                         |     |             |             |
| 1.3                      | Permit - Permit<br>Part Qty: 1                                                                   |     |             |             |
| <b>Subtotal:</b>         |                                                                                                  |     |             | \$12,600.00 |
| <b>Taxes:</b>            |                                                                                                  |     |             | \$990.00    |
| <b>Grand Total:</b>      |                                                                                                  |     |             | \$13,590.00 |
| <b>Deposit Required:</b> |                                                                                                  |     |             | \$6,795.00  |

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

2/23/23, 5:59 PM

120"x 48" simulation.jpg  
EXHIBIT "B"



2/23/23, 6:00 PM

push acrylic sign 120"x48".jpg

EXHIBIT "B"





# STAFF REPORT

**MEETING: City Council - 16 May 2023**

**TITLE:**

Consider a resolution authorizing approval of an incentive grant by the Duncanville Community and Economic Development Corporation (DCEDC) TO WOW Beauty & Barber Lounge, LLC, in an amount not to exceed \$23,157 for a building located at 242 W. Wheatland Road, Duncanville, Texas 75116.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Clay Mansell, MPA; Economic Development Administrator**

**BACKGROUND/HISTORY:**

The City of Duncanville Community and Economic Development Corporation (DCEDC) was formed in 1995. The Board of Directors oversees the DCEDC and allocates funds as part of Duncanville's comprehensive economic development plan. The DCEDC offers a variety of "Design" incentive grants designed to encourage redevelopment and beautification by providing financial resources to business owners for exterior property improvements. These tenets remain focal to the DCEDC economic development incentive policy which has since been revised on July 19th, 2022. The revisions have given the DCEDC more tools to spur economic development.

WOW Beauty & Barber Lounge has recently completed extensive renovations and had a grand opening at their location at 242 W. Wheatland Road. To assist in the ongoing beautification efforts, the DCEDC board unanimously approved a signage, landscaping, and paint and stucco grant in an amount not to exceed \$23,257.

Grant money will be paid as a reimbursement after the project is complete. The recipient of the incentive grant must provide a written request including an affidavit of completion to the DCEDC Staff. The Building Permit Staff will then conduct an inspection of workmanship to ensure the project was completed according to all City Codes and Ordinances.

**POLICY EXPLANATION:**

The application by WOW Beauty & Barber Lounge LLC was approved by the DCEDC on April 24th, 2023 for an incentive grant totaling \$23,157. The grant requires final approval by the City Council.

**FUNDING SOURCE:**

**ORG and Object Number**

12051000 and 708501

**Available Budget**

\$2,132,000.00

**Purchase Amount**

\$23,157

**After Encumber**

\$2,108,843

**ACTION ALTERNATIVES:**

1. Approve the DCEDC incentive grant.
2. Do not approve the DCEDC incentive grant
3. Other actions as directed by Council.

**ATTACHMENTS:**

[WOW BEAUTY & BARBER LOUNGE RESOLUTION](#)

[exhibit a WOW BEAUTY & BARBERSHOP Development Agreement](#)

[exhibit b WOW Beauty complete application](#)

**RESOLUTION NO. 2023-041**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO WOW BEAUTY & BARBER LOUNGE LLC IN AN AMOUNT THAT SHALL NOT EXCEED \$23,157 FOR A BUILDING LOCATED AT 242 W. WHEATLAND ROAD, DUNCANVILLE, TEXAS, 75116, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT 'A'; AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Duncanville Community and Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners and operators for property improvements; and

**WHEREAS**, WOW Beauty & Barber Lounge LLC, occupies the building located at 242 W. Wheatland Road, Duncanville, Texas, 75116; and

**WHEREAS**, WOW Beauty & Barber Lounge LLC intends to improve landscaping, install new channel letter signage and upgrade pre-existing pylon signage, and replace and upgrade pre-existing exterior building paint and stucco; and

**WHEREAS**, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants that shall not exceed twenty-three thousand, one-hundred and fifty-seven dollars (\$23,157); and

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

**SECTION 1.** That the City Council of the City of Duncanville, Texas hereby approves the terms and conditions of an incentive grant by the Duncanville Community and Economic Development Corporation to WOW Beauty & Barber Lounge LLC for reimbursement of landscaping, signage, and paint and stucco improvements in an amount not to exceed twenty-three thousand, one-hundred and fifty-seven dollars (\$23,157), which is attached hereto and incorporated herein as Exhibit 'A'; and authorizing the City Manager to execute said grant agreements after approval as to form by the City Attorney.

**SECTION 2.** If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

**SECTION 4.** That this Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Duncanville, Texas, on the 16th day of May 2023.

\_\_\_\_\_  
BARRY L. GORDON, MAYOR

ATTEST:

\_\_\_\_\_  
KRISTIN DOWNS,  
INTERIM CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT E. HAGER, CITY ATTORNEY

EXHIBIT "A"

|                         |          |                             |
|-------------------------|----------|-----------------------------|
| <b>STATE OF TEXAS</b>   | <b>§</b> | <b>ECONOMIC DEVELOPMENT</b> |
|                         | <b>§</b> | <b>INCENTIVE AGREEMENT</b>  |
| <b>COUNTY OF DALLAS</b> | <b>§</b> |                             |

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Economic Development Incentive Agreement ("Agreement") is made by and between the Duncanville Community and Economic Development Corporation, a Texas non-profit corporation (the "DCEDC") acting by and through Kenneth Govan its duly authorized DCEDC President, and WOW Beauty & Barber Lounge LLC acting by and through Alvita Lowe its duly authorized representative (the "Applicant").

**RECITALS**

**WHEREAS**, the Duncanville Community and Economic Development Corporation (DCEDC) established incentive policies and guidelines in order to locate, retain, and expand business activities in Duncanville; and

**WHEREAS**, the Applicant, has requested economic development assistance from the DCEDC for their property located at 242 W Wheatland Road, Duncanville, Texas 75116 hereinafter known as the "Project"; and

**WHEREAS**, the incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to a signage grant not to exceed ten-thousand dollars (\$10,000) for a new channel letter sign and upgrades to the pre-existing pylon sign; and

**WHEREAS**, the incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to a landscaping grant not to exceed four-thousand, six-hundred and fifty-seven dollars (\$4,657) for new grass and flowerbeds; and

**WHEREAS**, the incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to a paint and stucco grant not to exceed eight-thousand, five-hundred dollars (\$8,500) for the replacement and improvement of pre-existing exterior stucco and paint; and

**WHEREAS**, reimbursement of incentive funds is conditional on the Applicant bringing the property up to compliance with all City of Duncanville codes and ordinances; and

**WHEREAS**, the Applicant, meets all program requirements in order to be considered for incentive grant assistance; and

**WHEREAS**, pursuant to Texas Local Government Code Chapters 501 through 505, (the Development Corporation Act), the DCEDC has determined that the request constitutes an



EXHIBIT "A"

authorized project and DCEDC is willing to provide the Applicant with economic assistance in the form of cost reimbursements as hereinafter set forth on the terms and conditions stated herein and the Applicant, is willing to accept all terms and conditions stated in this Agreement; and

**WHEREAS**, the DCEDC has determined that making economic development grants in accordance with this Agreement will further the objectives of the DCEDC and will benefit the DCEDC, the City, and the city's residents by helping to stimulate local economic development through beautification and site readiness for investment and development, increase the City's yearly ad valorem collections, increase sales tax, and encourage economic vitality in the City.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I. AUTHORIZATION**

1.01. The City Council finds and determines that this Agreement is authorized and governed by Texas Local Government Code Chapters 501 through 505.

**ARTICLE II. TERM**

2.02. This Agreement shall be effective as of the date of execution by all parties with specific performance standards being met by **November 28, 2023**, unless otherwise terminated as provided for in this agreement.

**ARTICLE III. GRANT**

3.01. **Economic Development Incentives.**

As an economic development incentive grant to assist the Applicant located at 242 W Wheatland Road, Duncanville, Texas 75116 in Duncanville, Texas, the DCEDC agrees to provide a one-time reimbursement grant in an amount not to exceed a total of \$23,157 for improvements to the building occupied by the Applicant subject to the terms and conditions set forth in this Agreement. Grant reimbursement payment will be made if funds are available from sales tax proceeds once all the Applicant performance standards have been met and nothing contained herein shall constitute a contract for goods or services under the law.

3.02. The Applicant shall file a written proposal and plans with the DCEDC which shall provide detail plans concerning the use of funds to achieve the purposes recited herein.

**ARTICLE IV. COVENANTS OF WOW BEAUTY & BARBER LOUNGE LLC**

4.01. As a condition precedent and in consideration of the DCEDC agreeing to make the economic development incentive grant described above, and to be eligible to receive reimbursement, the Applicant agrees to do the following:

- (a) Cause the improvements as defined herein to be actually made at the address

EXHIBIT "A"

indicated herein; and

- (b) Provide a copy of the grant reimbursement request form along with original copies of the actual paid invoices for expenses within the provisions to Article III the business incurred before November 28, 2023 at 5 p.m.; and
- (c) Provide proof of legal occupation of the specified location of 242 W. Wheatland Road, Duncanville, Texas 75116, the promises in the agreement; and
- (d) Incentive grant shall mean an amount not to exceed \$23,157 for improvements to the property located at 242 W Wheatland Road, Duncanville, Texas 75116; and
- (e) Receive a certificate of occupancy on or before November 28, 2023; and
- (f) Pay any property or City sales tax due before or on November 28, 2023; and
- (g) During the term of this Agreement, the Applicant, agrees not to knowingly employ any undocumented workers or unlicensed contractors and/or subcontractors at the development, and if convicted of a violation under 8 U.S.C Section 1324a(f), the Applicant, shall repay the amount of the grant payments received within 130 business days after the date the Applicant, is notified by the City of such violation, and this agreement automatically terminates.
- (h) If work is found to be incomplete within the timeline provided in Article IV, the Applicant, may request via written documentation an extension of 30 business days to complete work. If the work remains incomplete by the end of this extension, the Applicant, will be found in violation of this agreement and the terms of this agreement are automatically terminated and the Applicant will indemnify the DCEDC of any obligations related to grants and incentives that are withheld.

**ARTICLE V. GENERAL PROVISIONS**

5.01. **Termination and Default.** This Agreement terminates upon any one of the following:

- (a) By the Applicant, through mutual written agreements of both parties; and
- (b) By DCEDC, if the Applicant, files any false documentation concerning the application or receipt of the Grant; and
- (c) By DCEDC and the Applicant, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party; and

EXHIBIT "A"

- (d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by the Applicant, shall have become delinquent (provided, however, that such taxes, fees, or charges shall not be considered delinquent for purposes of this Section 5.1(c) until any proper and timely protest or contest of such taxes or fees has become final); and
- (e) By DCEDC, if the Applicant suffers an Event of Bankruptcy or Insolvency; and
- (f) By DCEDC and the Applicant, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal; and
- (g) By DCEDC, if insufficient funding is available to provide the grant contemplated herein. In such event, the DCEDC shall give the Applicant not less than fifteen (15) days notice of its intent to terminate; and
- (h) By DCEDC, if any other material provisions of this Agreement is breach by the Applicant.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of the Applicant existence, insolvency, employment of receiver for any part of the Property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Applicant and Owner and such proceedings are not dismissed within ninety (90) days after the filing thereof,

5.02. **Recapture Provision.** In the event the Applicant does not comply with the terms of this Agreement or is otherwise in default as provided herein, the Applicant pursuant to the provisions herein shall refund the DCEDC the Grant Payments actually paid by DCEDC and received by the Applicant immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, the Applicant will indemnify the DCEDC of any fees or costs related to recuperating funds owed to the DCEDC, plus interest and attorney fees.

5.03. **Mutual Assistance.** The Applicant and the DCEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

5.04. **Representations and Warranties.** The Applicant represents and warrants to the DCEDC that it is a duly organized company under the laws of the State of Texas and is in good standing and can execute the terms of this agreement.

5.05. **Employee Hiring, Materials, and Supplies Purchased.** Although not a condition of this Agreement, the DCEDC requests that the Applicant when feasible, satisfies its needs for all additional employees from Duncanville residents and/or purchases materials and supplies from Duncanville merchants and businesses.

## EXHIBIT "A"

5.06. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.07. **Verification and Compliances.** The Applicant agrees to allow the DCEDC's attorney to conduct an audit all of the Applicant business records, documents, and agreements or other instruments, subject to appropriate confidentiality, in furtherance of the following purposes only:

- (a) To ensure the Applicant compliance with the affirmative covenants set forth in this Agreement; and
- (b) To determine the existence of a default or breach of the terms of this Agreement; and
- (c) To ensure compliance with the prerequisites for paying a Reimbursement Incentive; and
- (d) To determine whether the correct amount of sales taxes are being collected and reported.

The DCEDC will provide the Applicant with written notice of any request for an audit and shall cooperate with the Applicant to schedule audit activities so as to minimize disruption of the Applicant normal business operations.

5.08. **Indemnification.** IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, THE APPLICANT IS ACTING INDEPENDENTLY, AND THE DCEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE APPLICANT BUSINESS OR PROPERTY. THE DCEDC SHALL NOT BE LIABLE TO THE APPLICANT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY. IN THIS RESPECT, THE APPLICANT AGREES TO INDEMNIFY AND HOLD THE DCEDC HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE CONDUCT OR MANAGEMENT OF THE APPLICANT, OR FROM ANY BREACH ON THE PART OF THE APPLICANT OF ANY CONDITIONS OF THIS AGREEMENT OR FROM ANY ACT OF NEGLIGENCE OF THE APPLICANT, ITS AGENTS, CONTRACTORS, OR EMPLOYEES.

5.09. **Attorneys Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

5.10. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

EXHIBIT "A"

5.11. **Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by the Applicant, DCEDC, and the City.

5.12. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. The Applicant may not assign all or any part of its rights and obligations hereunder without prior written approval of the DCEDC.

5.13. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

|        |                                                                                                                                            |                                                                                                                                                       |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Owner: | WOW Beauty & Barber Lounge LLC<br>Attention: Alvita Lowe<br>242 W Wheatland Road<br>Duncanville, Texas 75116                               | With a copy to:<br><br>Robert E. Hager<br>Nichols, Jackson, Dillard, Hager & Smith, LLP<br>1800 Ross Tower<br>500 N. Akard St.<br>Dallas, Texas 75201 |
| City:  | City of Duncanville<br>Attention: Robert D. Brown, Jr.<br>P.O. Box 380280<br>Duncanville, Texas 75138-0280                                 |                                                                                                                                                       |
| DCEDC: | Duncanville Community and Economic Development Corporation<br>Attention: Kenneth Govan<br>P.O. Box 380280<br>Duncanville, Texas 75138-0280 |                                                                                                                                                       |

5.14. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

5.15. **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Dallas County, Texas.

5.16. **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

5.18. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

EXHIBIT "A"

5.19. **Approval by the City of Duncanville, Texas.** This Agreement was approved by the City Council at its meeting on May 16, 2023.

**WOW BEAUTY & BARBER LOUNGE LLC**

\_\_\_\_\_  
By: Alvita Lowe  
Its: Duly Authorized Representative  
Date: \_\_\_\_\_, 2023

**DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION**

\_\_\_\_\_  
By: Kenneth Govan  
Its: Board President  
Date: \_\_\_\_\_, 2023

**CITY OF DUNCANVILLE**

\_\_\_\_\_  
By: Robert D. Brown, Jr.  
Its: Interim City Manager  
Date: \_\_\_\_\_, 2023

EXHIBIT "A"  
**WOW Beauty & Barber Lounge LLC Acknowledgement**

**STATE OF TEXAS**           §  
                                           §  
**COUNTY OF DALLAS**       §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the duly authorized representative of WOW Beauty & Barber Lounge LLC, and that they are authorized by said to execute the foregoing instrument as the act of such WOW Beauty & Barber Lounge LLC for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Notary Public in and for the State of Texas

\_\_\_\_\_  
 Type or Print Notary's Name

My Commission Expires:

\_\_\_\_\_

EXHIBIT "A"

**Duncanville Community and Economic Development Corporation Acknowledgement**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF DALLAS       §**

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Board President of the Duncanville Community and Economic Development Corporation, and that they are authorized by said Corporation to execute the foregoing instrument as the act of such Duncanville Community and Economic Development Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:  
\_\_\_\_\_



EXHIBIT "A"

**City of Duncanville Acknowledgement**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF DALLAS       §**

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the City Manager of the City of Duncanville, and that they are authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:  
\_\_\_\_\_



# Incentives & Grants Assistance Application

EXHIBIT B

**Property Owner** Otto & Alvita LoweMailing Address 4621 S. Cooper St Suite 131-403City ArlingtonState & Zip TX 76017Phone 972-814-1401

Fax \_\_\_\_\_

Email alvitalowe2004@yahoo.com**Project Representative** Abel Barboza

Mailing Address \_\_\_\_\_

City DuncanvilleState & Zip TxPhone 214-832-2685**Business Name** WOW Beauty & Barber Lounge LLCProperty Address 242 W Wheatland Rd Duncanville Tx 75116Will You Lease or Own the Property? Own

Legal Incorporation (Sole Proprietor, LLC, etc) \_\_\_\_\_

Type of Business Beauty & BarberYears in Business At this address since November 2021, But in business since 2008Business Plan and Portfolio Available? yes (If yes, please attach)**Project Description**

Exterior Renovation - Painting of the entire building, signage, landscaping, repair of exterior walls, maybe concrete a few more parking spots

Square footage of Project: 3000 Date Projected for Occupation of Project/Initiation of Operations NOW**Fiscal Impact / Financial Background**Current Real Property Value \$ \$742,511Estimated Property Investment (if applicable) \$ \$700,000Current Sales / Gross Receipts / Revenue Generated \$ \$4000.00 a monthAdditional Revenue to be Generated from Business Expansion (if applicable) \$ 3700-4000 monthlySales Growth Expectations: Year One Attachment

Year Two \_\_\_\_\_

Year Three \_\_\_\_\_

Projected Total Annual Operating Budget of this Facility \$ 15,000Business Liabilities \$ 6,000What infrastructure construction would be required? Parking & paintingInterior Investments \$ 50,000.00Exterior Investments \$ \$15,000.00Are you entering into a Loan? Yes If yes, please answer the following:Loan Amount \$ 584,000Down Payment \$ 77,000Construction Price of Improvements or Buildings \$ 49,700Lending Institution T BankLender's Address 16200 Dallas Parkway Suite 190 Dallas, Tx 75248Lender's Contact Person Laura Cowles**Employment Impact**Total Number of Jobs 18 Suites for individualsTotal Annual Payroll \$ 0Type of Jobs Created Independent Stylist and BarbersPercentage of Employees who will be Duncanville Residents 70%Number of Hourly Employees 0Number of Salaried Employees 0

EXHIBIT "B"

**IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:**

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
  - Bid information should also include the following:
    - Business Name
    - Contact Name
    - Contact Phone Number
    - Business Address
    - Cost of Services
- Grants, by default, are paid as a **REIMBURSEMENT** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An **Attestation of Completion of Work** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

**TYPE OF INCENTIVE GRANTS:** *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ **Sales Tax Grant**

Amount Requested \$ \_\_\_\_\_

Estimated Annual Sales Generated \$ \_\_\_\_\_

**Program Specifications:**

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☒ **Business Retention and Expansion Grant**

Amount Requested \$ 16,000

**Program Specifications:**

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars (\$2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☒ **Paint Grant**

Amount Requested \$ 8,500

**Program Specifications:**

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

**Attach the following documentation to the application:**

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

EXHIBIT "B"

13,000

☒ **Landscape Grant**

Amount Requested \$ \_\_\_\_\_

*Program Specifications:*

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

*Attach the following documentation to the application:*

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

10,000

☒ **Signage Grant**

Amount Requested \$ \_\_\_\_\_

*Program Specifications:*

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

*Attach the following documentation to the application:*

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

10,000

☒ **Façade and Architectural Improvement Grant**

Amount Requested \$ \_\_\_\_\_

*Program Specifications:*

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

☐ **Pavement Grant**

Amount Requested \$ \_\_\_\_\_

*Program Specifications:*

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☐ **Demo, Redevelopment, Reuse Grant**

Amount Requested \$ \_\_\_\_\_

*Program Specifications:*

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.



EXHIBIT "B"

☐ Infrastructure Grant

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

**Attach the following documentation to the application:**

1. Stamped engineering plans that outline in detail the scope of work.

☐ Other Incentive \_\_\_\_\_

Amount Requested \$ \_\_\_\_\_

57,500  
Total Grant Amount Requested \$ \_\_\_\_\_

**\*\*\*If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.**

**AGREEMENT:** I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter of Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

WOW Beauty & Barber Lounge 08-01-2022  
Printed Name Alvita Lowe Date \_\_\_\_\_

Signature \_\_\_\_\_



City of Duncanville  
Economic Development  
203 E. Wheatland Road  
Duncanville, TX 75116  
972.780.5090  
[www.DuncanvilleEDC.com](http://www.DuncanvilleEDC.com)



## Dickson Sign Co

Sherrod Dickson  
**Business Number** (678)361-2381  
P.O. Box 3182  
Cedar Hill, Texas  
75106  
(678)361-2381  
Dicksonsignco.com  
Dicksonsign@gmail.com

ESTIMATE

EST0229

DATE

03/29/2023

TOTAL

USD \$6,150.00

TO

### WOW Beauty & Barber Lounge

alvitalowe2004@yahoo.com

| DESCRIPTION                                                                                               | RATE       | QTY | AMOUNT         |
|-----------------------------------------------------------------------------------------------------------|------------|-----|----------------|
| 28" LED channel letter text reading; "WOW" with LED capsule sign that reads; (12")Beauty & Barber Lounge" | \$3,250.00 | 1   | \$3,250.00     |
| *price includes install                                                                                   |            |     |                |
| (2) 32"x 8' new acrylic panels with graphics                                                              | \$2,900.00 | 1   | \$2,900.00     |
| (2) 4' x 8' new acrylic panels with graphics                                                              |            |     |                |
| *price includes install                                                                                   |            |     |                |
| TOTAL                                                                                                     |            |     | USD \$6,150.00 |

50% deposits are required before any order is started!

This estimate requires a deposit of \$3,075.00  
and \$3,075.00 BEFORE install of final approved signage..

\*Mockup and Fabrication starts as soon as deposit clears and artwork is approved by customer/city where sign is being installed.

\*Dickson Sign Co gives a (1) year warranty on our work performed(covers the install, leds and tranformer).  
Price subject to change if any extra work is performed.



6940 Marvin D Love Fwy.  
Dallas, TX 75237  
(214) 467-8200

EXHIBIT "B"

## ESTIMATE EST-86564

fastsigns.com/319

Payment Terms: Cash Customer

Created Date: 2/14/2023

**DESCRIPTION:** AG- New Translucent Vinyl for Existing Monument Panels D/S

**Bill To:** WOW Beauty & Barber Lounge  
242 W. Wheatland Rd.  
Duncanville, TX 75116  
US

**Installed:** WOW Beauty & Barber Lounge  
242 W. Wheatland Rd.  
Duncanville, TX 75116  
US

**Requested By:** Alvita Lowe  
Email: alvitalowe2004@yahoo.com  
Work Phone: (972) 814-1401

**Salesperson:** Alex Garcia  
Email: alex.garcia@fastsigns.com  
Cell Phone: 214-864-4454

| NO.   | Product Summary                                                                                                                                                                                                                                                                                                             | QTY | UNIT PRICE | AMOUNT     |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|------------|
| 1     | <b>48" x 96" Premium UV Laminated Translucent Vinyl.</b>                                                                                                                                                                                                                                                                    | 2   | \$607.50   | \$1,215.00 |
|       | *** Please note vinyl will be applied to existing acrylic panels that will have existing vinyl removed ***                                                                                                                                                                                                                  |     |            |            |
| 1.1.1 | <b>Vinyl - Translucent -</b>                                                                                                                                                                                                                                                                                                |     |            |            |
|       | <b>Text:</b>                                                                                                                                                                                                                                                                                                                |     |            |            |
|       | Logo                                                                                                                                                                                                                                                                                                                        |     |            |            |
|       | (Clippers & Haircut to resemble existing ones on sign panel)                                                                                                                                                                                                                                                                |     |            |            |
|       | *** Black Background with Gold Logo and White Silhouettes ***                                                                                                                                                                                                                                                               |     |            |            |
| 1.1.2 | <b>Laminate - Vehicle/Prem Laminate -</b>                                                                                                                                                                                                                                                                                   |     |            |            |
| 1.2   | <b>Graphic Design -</b>                                                                                                                                                                                                                                                                                                     |     |            |            |
| 2     | <b>City of Duncanville Monument/Pole Sign Permit</b>                                                                                                                                                                                                                                                                        | 1   | \$150.00   | \$150.00   |
| 2.1   | <b>Permit - Price subject to change based on actual cost of permit once approved and billed by the city.</b>                                                                                                                                                                                                                |     |            |            |
| 3     | <b>Permit Acquisition</b>                                                                                                                                                                                                                                                                                                   | 1   | \$199.00   | \$199.00   |
| 3.1   | <b>Permit Acquisitions - Coordinate with city pre-production to verify compliance with sign regulations. Includes conducting sign code research, filing applications, and submitting sign drawings/specs. Customer is responsible for acquiring any needed landlord approvals prior to the start of the permit process.</b> |     |            |            |
| 4     | <b>Installation / Removal &amp; Cleaning</b>                                                                                                                                                                                                                                                                                | 1   | \$367.13   | \$367.13   |
|       | *** Removal of existing signs may result in damage to installed surface or signs (condition when re-installed will not be the same as new signs and customer is responsible for repairing or replacement of any damaged panels).                                                                                            |     |            |            |

|     |                                                                                                                                                                                                                                                  |                     |            |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------|
| 4.1 | <b>Standard Installation -</b><br><br><b>Text:</b><br>Remove existing bottom panels of monument pole sign and remove all existing graphics.<br>Install new graphics onto cleaned panels and re-install the panels back onto the pole sign frame. | EXHIBIT "B"         |            |
|     |                                                                                                                                                                                                                                                  |                     |            |
|     |                                                                                                                                                                                                                                                  |                     |            |
|     |                                                                                                                                                                                                                                                  |                     |            |
|     |                                                                                                                                                                                                                                                  | <b>Subtotal:</b>    | \$1,931.13 |
|     |                                                                                                                                                                                                                                                  | <b>Taxes:</b>       | \$130.52   |
|     |                                                                                                                                                                                                                                                  | <b>Grand Total:</b> | \$2,061.65 |

Estimate valid for 30 days. Product summaries are intended as general descriptions only; actual specs and guarantees are not included on this document. Turnaround times are estimates. Sign warranties and care instructions are available upon request. Signs designed for temporary, short-term use cannot be warranted. All sales are final. Fees apply to cancelled orders, rescheduled installations, and any undisclosed product or installation conditions.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

FASTSIGNS is independently owned & operated.





6940 Marvin D Love Fwy.  
Dallas, TX 75237  
(214) 467-8200

EXHIBIT "B"

# ESTIMATE

## EST-85673

fastsigns.com/319

Payment Terms: Cash Customer

Created Date: 11/14/2022

**DESCRIPTION:** AG- Dimensional Formed Plastic Letters for Main Side of Building

**Bill To:** WOW Beauty & Barber Lounge  
242 W. Wheatland Rd.  
Duncanville, TX 75116  
US

**Installed:** WOW Beauty & Barber Lounge  
242 W. Wheatland Rd.  
Duncanville, TX 75116  
US

**Requested By:** Alvita Lowe  
Email: alvitalowe2004@yahoo.com  
Work Phone: (972) 814-1401

**Salesperson:** Alex Garcia  
Email: alex.garcia@fastsigns.com  
Cell Phone: 214-864-4454

| NO.                 | Product Summary                                                                                                                                                                                                                                                                                                             | QTY | UNIT PRICE | AMOUNT     |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|------------|
| 1                   | <b>50" x 172" Dimensional Formed Plastic Letters with Stud Mounting.</b><br>**** Main Building Logo **** Turnaround time 15-20 business days from city permit approval.                                                                                                                                                     | 1   | \$3,972.76 | \$3,972.76 |
| 1.1                 | <b>Misc. -</b><br><b>Text:</b><br>WOW ( Black Letters with the "O"<br>containing white details 37"H)<br>BEAUTY & BARBER LOUNGE (Black<br>Letters 11" H)                                                                                                                                                                     |     |            |            |
| 2                   | <b>City of Duncanville Wall Sign Permit</b>                                                                                                                                                                                                                                                                                 | 1   | \$150.00   | \$150.00   |
| 2.1                 | <b>Permit - Price subject to change based on actual cost of permit once approved and billed by the city.</b>                                                                                                                                                                                                                |     |            |            |
| 3                   | <b>Permit Acquisition</b>                                                                                                                                                                                                                                                                                                   | 1   | \$199.00   | \$199.00   |
| 3.1                 | <b>Permit Acquisitions - Coordinate with city pre-production to verify compliance with sign regulations. Includes conducting sign code research, filing applications, and submitting sign drawings/specs. Customer is responsible for acquiring any needed landlord approvals prior to the start of the permit process.</b> |     |            |            |
| 4                   | <b>Installation</b>                                                                                                                                                                                                                                                                                                         | 1   | \$599.99   | \$599.99   |
| 4.1                 | <b>Standard Installation -</b><br><b>Text:</b><br>Installation of Dimensional Formed<br>Plastic Letters with Stud Mounting on<br>the Front of Building.                                                                                                                                                                     |     |            |            |
| <b>Subtotal:</b>    |                                                                                                                                                                                                                                                                                                                             |     |            | \$4,921.75 |
| <b>Taxes:</b>       |                                                                                                                                                                                                                                                                                                                             |     |            | \$377.26   |
| <b>Grand Total:</b> |                                                                                                                                                                                                                                                                                                                             |     |            | \$5,299.01 |

130911

EXHIBIT "B"

Estimate

Statement

DATE

4/04-22

TERMS

TO

Jorge Tavares

IN ACCOUNT WITH

214- 434- 6238

1200 - 37255

500- Plants.

300 Jasmin.

2000

Jorge Tavares

CURRENT

OVER 30 DAYS

OVER 60 DAYS

TOTAL AMOUNT

EXHIBIT "B"

Proposal

PROPOSAL NO.

SHEET NO.

DATE

05/10/22

PROPOSAL SUBMITTED BY

WORK TO BE PERFORMED AT:

NAME

Ismail Espinoza

ADDRESS

Wow Beauty & Barber Lounge

ADDRESS

LLC 242 W Wheatland Rd Doncanville TX 75116

DATE OF PLANS

PHONE NO.

682-558-2930

ARCHITECT

Ismail Espinoza

We hereby propose to furnish the materials and perform the labor necessary for the completion of

3 Pallets of grass ≈ \$825

4 yds of dirt ≈ \$45 each yrd ≈ \$180

Flowers ≈ \$300

Mulch 15 bags ≈ 5.50 Per bag ≈ \$82.50 total

Supply total ≈ \$1,387

Labor total ≈ \$1,700

Project total ≈ \$3,087 without taxes

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

three thousand eighty seven

Dollars (\$ 3,087 ) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

ISMAEL ESPINOZA

Per

Note — this proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Date

Signature

## EXHIBIT "B"

## WANDA C. PHILLIPS PROPOSAL FOR SERVICES

### OVERVIEW

Wanda C. Phillips is pleased to submit this proposal for landscaping services at WOW Beauty & Barber Lounge, 242 W. Wheatland Rd, Duncanville TX.

| Services Cost Labor    | Price     |
|------------------------|-----------|
| Labor for Installation | \$2500.00 |

-Labor entails removal and replanting

|                            |           |
|----------------------------|-----------|
| Total Services Labor Costs | \$2500.00 |
|----------------------------|-----------|

#### Services Cost Materials

|                                       |                              |
|---------------------------------------|------------------------------|
| Annual color for flowerbeds           | \$300.00                     |
| Ground Cover                          | \$260.00                     |
| 30 Gallon Forest Pansy Redbud         | \$300.00                     |
| 1 Pallet St. Augustine Sod            | \$275.00 + (2) more \$550.00 |
| Ceramic Pot (Seasonal Color)          | \$80.00                      |
| Dwarf Mondo Grass                     | \$144.00                     |
| Upright Elephant Ear Bulbs            | \$48.00                      |
| Hardwood Mulch                        | \$200.00                     |
| Total Services <b>Materials</b> Costs | \$1607.00                    |
| <b>Total</b>                          | \$4107.00 — \$4657.00        |

Disclaimer: The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed.



EXHIBIT "B"

## Contractors Invoice

|                                                             |                              |                                                                    |
|-------------------------------------------------------------|------------------------------|--------------------------------------------------------------------|
| TO: Alvita Lowe<br>alvitalowe2004@yahoo.com<br>972-814-1401 |                              | WORK PERFORMED AT:<br>242 W. Wheatland Rd<br>Duncanville, TX 75137 |
| DATE<br>9/3/2022                                            | YOUR WORK ORDER NO.<br>02014 | OUR BID NO.                                                        |

## DESCRIPTION OF WORK PERFORMED

Painting Building Including stairs and parking  
Stop blocks.

- Labor \$9000
- Materials for paint \$4000

Stone, heavy mesh & cement Installation

- Labor and including materials for heavy mesh & cement \$3,500
- You would purchase the stone, we can tell you where to buy it. You would order it and I can pick it up.

↓  
Total: Paint \$13,000  
Stone \$ 3,500  
\$16,500

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \_\_\_\_\_

Sixteen Thousand five hundred. Dollars (\$16,500).

This is a ☐ Partial ☒ Full invoice due and payable by: \_\_\_\_\_  
Month Day Year

in accordance with our ☐ Agreement ☐ Proposal No. \_\_\_\_\_ Dated \_\_\_\_\_  
Month Day Year

adams TC8122

11-12

Holliday lights

Abel Barboza  
2142832685  
Abel.castro66@yahoo.com

EXHIBIT "B"

INVOICE  
INV0022

DATE  
Jul 26, 2022

DUE  
On Receipt

BALANCE DUE  
USD \$8,500.00

BILL TO

Alvita

242 w wheatland duncanvill tx 75116  
📞 same  
📠 9728141401  
alvitalowe2004@yahoo.com

| DESCRIPTION                                                                                                                                                                                              | RATE       | QTY | AMOUNT         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|----------------|
| <b>Paint exterior two different colors</b><br>This will include labor and materials two colors only. If caulking need it will be extra coast , Sherwin Williams panit , we will power washing if needed. | \$8,500.00 | 1   | \$8,500.00     |
| TOTAL                                                                                                                                                                                                    |            |     | \$8,500.00     |
| BALANCE DUE                                                                                                                                                                                              |            |     | USD \$8,500.00 |

EXHIBIT "B"

## Holliday lights

Abel Barboza  
2142832685  
Abel.castro66@yahoo.com

INVOICE

INV0019

DATE

Jul 6, 2022

DUE

On Receipt

BALANCE DUE

USD \$7,200.00

### BILL TO

### Alvita

242 w wheatland duncanvill tx 75116

📞 same

📠 9728141401

alvitalowe2004@yahoo.com

### DESCRIPTION

RATE

QTY

AMOUNT

#### stucco work

\$7,200.00

1

\$7,200.00

3 walls demolition and hulling all trash and build walls made of concrete block solid and texture stucco walls and paint them, all finish price for \$7200 this price includes for labor and materials.

TOTAL

\$7,200.00

BALANCE DUE

USD \$7,200.00

## EXHIBIT "B"



## Invoice

**Stucco & paint**

*Turn your house or business into a hme.*

373 Townsend Dr Forth worth, Tx 76011  
 469-475-3598  
[Sh2520027@gmail.com](mailto:Sh2520027@gmail.com)

Coterie insurance  
 P.O. Box 8327  
 Cincinnati, OH 45208

DATE: 09/05/2022

EXPIRATION DATE: N/A

TO Business name : WOW Beauty & Barber Lounge  
 242 W Wheatland rd. Duncanville, Tx 75116  
 Alvitalowe2004@yahoo.con

| SALESPERSON                   | JOB    | PAYMENT TERMS | DUE DATE |
|-------------------------------|--------|---------------|----------|
| Check write as Sergio Herrera | stucco |               | N/A.     |

| DESCRIPTION     |                                                                                                                                                                                                       |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Stucco paint    | If you want to pain the walls white will be two hands codes for the building<br>\$21,000 putting material include<br>Only labor \$ 16,500 you will buy all the material<br>I order can always pick up |
| Color           | Same color you have right now one code paint<br>with material include \$18,500<br>Only labor >\$14,589                                                                                                |
|                 |                                                                                                                                                                                                       |
| <b>SUBTOTAL</b> |                                                                                                                                                                                                       |

Quotation prepared by: Sergio H. \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: \_\_\_\_\_



EXHIBIT "B"



**913 Vickery Dr.**

**Cell (469)-337-9314**

**Desoto, Texas 75115**

**Email marvinspandr@yahoo.com**

**Exterior Paint and Repair**

**April 6, 2023**

**Alvita Lowe**

242 W. Wheatland Rd.

Duncanville, TX 75116

Prepared By: Marvin Livingston



## **Cost Summary**

**We will power wash the entire building.**

**We will repair, seal, secure gutters and downspouts.**

**We will sand, scrape prime and paint handrails and exterior stairs.**

**We will install a new exterior metal door with closer.**

**We will prep and paint the entire building.**

**We will highlight the gutters and trim.**

**We will remove the dirt from the planters, seal and waterproof with river rock.**

**We will protect the surrounding area from overspray.**

**We will work Sundays and Mondays**

EXHIBIT "B"

|                            |                    |
|----------------------------|--------------------|
| <b>Total Cost</b>          | <b>\$26,200.00</b> |
| <b>Deposit</b>             | <b>\$13,100.00</b> |
| <b>1<sup>st</sup> Draw</b> | <b>\$6,550.00</b>  |
| <b>2<sup>nd</sup> Draw</b> | <b>\$3,275.00</b>  |
| <b>Balance</b>             | <b>\$3,275.00</b>  |

Contractor \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

EXHIBIT "B"

**From:** [lowe.alvita](#)  
**To:** [Clay Mansell](#)  
**Subject:** Fw: Bid proposal for exterior Paint (two different colors)  
**Date:** Monday, April 10, 2023 9:29:13 PM

---

Hello, another bid for paint

Thank You,  
Alvita Lowe

***Change is Inevitable Growth is an Option***

----- Forwarded Message -----

**From:** salvador caro <caros1823@gmail.com>  
**To:** "alvitalowe2004@yahoo.com" <alvitalowe2004@yahoo.com>  
**Sent:** Thursday, April 6, 2023 at 04:14:27 PM CDT  
**Subject:** Bid proposal for exterior Paint (two different colors)

**Scope of work:**

- Power washer caulk and stucco repair.
- Prime and paint (2 different colors to select)
- Stucco paint is going to be required for this job.
- Sand, prime and Paint existing stairs and back door (metal paint required)

**The Contractor will supply all the materials including the scissor lift to complete this job.**

**Estimate Time and Cost:**

The estimated time to complete the job is 10 Days (approx.)

The cost of the job labor and materials is \$ 15,750.



# STAFF REPORT

**MEETING: City Council - 16 May 2023**

**TITLE:**

Consider a resolution authorizing the approval of an incentive grant agreement by the Duncanville Community and Economic Development Corporation (DCEDC) to Hav-R Charburger in an amount not to exceed \$28,000 for a building located at 606 S. Clark Road, Duncanville, Texas 75137.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Clay Mansell, MPA; Economic Development Administrator**

**BACKGROUND/HISTORY:**

The City of Duncanville Community and Economic Development Corporation (DCEDC) was formed in 1995. The Board of Directors oversees the DCEDC and allocates funds as part of Duncanville's comprehensive economic development plan. The DCEDC offers a variety of "Design" incentive grants designed to encourage redevelopment and beautification by providing financial resources to business owners for exterior property improvements. These tenets remain focal to the DCEDC economic development incentive policy which has since been revised on July 19th, 2022. The revisions have given the DCEDC more tools to spur economic development.

The incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to a signage grant not to exceed twenty-eight thousand dollars (\$28,000) and the grant is to provide for channel letter signage approximately ten feet and ten inches (10'10") wide and four feet and five inches (4'5") in height and illuminated with either LED or neon lighting and for a pylon signage approximately ninety-six inches (96") wide and one-hundred and twenty inches (120") in height and illuminated with LED or neon lighting.

Grant money will be paid as a reimbursement after the project is complete. The recipient of the incentive grant must provide a written request including an affidavit of completion to the DCEDC Staff. The Building Permit Staff will then conduct an inspection of workmanship to ensure the project was completed according to all City Codes and Ordinances.

**POLICY EXPLANATION:**

The application by Hav-R-Charburger was approved by the DCEDC on April 24th, for an incentive grant totaling \$28,000. The grant requires final approval by the City Council.

**FUNDING SOURCE:****ORG and Object Number**

12051000 and 708501

**Available Budget**

\$2,132,000.00

**Purchase Amount**

\$28,000.00

**After Encumber**

\$2,104,000.00

**ACTION ALTERNATIVES:**

1. Approve the DCEDC incentive grant.
2. Do not approve the DCEDC incentive grant
3. Other actions as directed by Council.

**ATTACHMENTS:**

[HAV-R CHARBURGER RESOLUTION](#)

[EXHIBIT A HAV-R-CHARBURGER DEVELOPMENT AGREEMENT](#)

[EXHIBIT B Hav-R-Charburger grant app](#)

**RESOLUTION NO. 2023-042**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO HAV-R CHARBURGER IN AN AMOUNT THAT SHALL NOT EXCEED \$28,000 FOR A BUILDING LOCATED AT 606 S. CLARK ROAD, DUNCANVILLE, TEXAS, 75137, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT 'A'; AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Duncanville Community and Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners and operators for property improvements; and

**WHEREAS**, Hav-R Charburger, occupies the building located at 606 S. Clark Road, Duncanville, Texas, 75137; and

**WHEREAS**, Hav-R Charburger intends to install a new channel letter sign onto the building and make upgrades to a pre-existing pylon sign; and

**WHEREAS**, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants that shall not exceed twenty-eight thousand dollars (\$28,000); and

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

**SECTION 1.** That the City Council of the City of Duncanville, Texas hereby approves the terms and conditions of an incentive grant by the Duncanville Community and Economic Development Corporation to Hav-R Charburger for reimbursement of sign improvements in an amount not to exceed twenty-eight thousand dollars (\$28,000), which is attached hereto and incorporated herein as Exhibit 'A'; and authorizing the City Manager to execute said grant agreements, after approval as to form by the City Attorney.

**SECTION 2.** If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

**SECTION 3.** That this Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Duncanville, Texas, on the 16th day of May, 2023.

\_\_\_\_\_  
BARRY L. GORDON, MAYOR

ATTEST:

\_\_\_\_\_  
KRISTIN DOWNS,  
INTERIM CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT E. HAGER, CITY ATTORNEY

EXHIBIT "A"

|                         |          |                             |
|-------------------------|----------|-----------------------------|
| <b>STATE OF TEXAS</b>   | <b>§</b> | <b>ECONOMIC DEVELOPMENT</b> |
|                         | <b>§</b> | <b>INCENTIVE AGREEMENT</b>  |
| <b>COUNTY OF DALLAS</b> | <b>§</b> |                             |

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Economic Development Incentive Agreement ("Agreement") is made by and between the Duncanville Community and Economic Development Corporation, a Texas non-profit corporation (the "DCEDC") acting by and through Kenneth Govan its duly authorized DCEDC President, and Hav-R Charburger acting by and through Jordan Dresel, its duly authorized representative (the "Applicant").

**RECITALS**

**WHEREAS**, the Duncanville Community and Economic Development Corporation (DCEDC) established incentive policies and guidelines in order to locate, retain, and expand business activities in Duncanville; and

**WHEREAS**, the Applicant, has requested economic development assistance from the DCEDC for their property located at 606 S. Clark Road, Duncanville, Texas 75137 hereinafter known as the "Project"; and

**WHEREAS**, the incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to a signage improvement in an amount not to exceed twenty-eight thousand dollars (\$28,000); and

**WHEREAS**, the signage improvements shall mean a channel letter signage approximately ten feet and ten inches (10'10") wide and four feet and five inches (4'5") in height and illuminated with either LED or neon lighting and construction and installation of a pylon signage approximately ninety-six inches (96") wide and one-hundred and twenty inches (120") in height and illuminated with LED or neon lighting to be located as part of the Project; and

**WHEREAS**, reimbursement of incentive funds is conditional on the Applicant bringing the property up to compliance with all City of Duncanville codes and ordinances; and

**WHEREAS**, the Applicant, meets all program requirements in order to be considered for incentive grant assistance; and

**WHEREAS**, pursuant to Texas Local Government Code Chapters 501 through 505, (the Development Corporation Act), the DCEDC has determined that the request constitutes an authorized project and DCEDC is willing to provide the Applicant with economic assistance in the form of cost reimbursements as hereinafter set forth on the terms and conditions stated herein and the Applicant, is willing to accept all terms and conditions stated in this Agreement; and



EXHIBIT "A"

**WHEREAS**, the DCEDC has determined that making economic development grants in accordance with this Agreement will further the objectives of the DCEDC and will benefit the DCEDC, the City, and the city's residents by helping to stimulate local economic development through beautification and site readiness for investment and development, increase the City's yearly ad valorem collections, increase sales tax, and encourage economic vitality in the City.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I. AUTHORIZATION**

1.01. The City Council finds and determines that this Agreement is authorized and governed by Texas Local Government Code Chapters 501 through 505.

**ARTICLE II. TERM**

2.02. This Agreement shall be effective as of the date of execution by all parties with specific performance standards being met by **November 28, 2023**, unless otherwise terminated as provided for in this agreement; and, the compliance provisions of this agreement shall service for a period of five (5) years from the effective date.

**ARTICLE III. GRANT**

**3.01. Economic Development Incentives.**

As an economic development incentive grant to assist the Applicant located at 606 S. Clark Road, Duncanville, Texas 75137 in Duncanville, Texas, the DCEDC agrees to provide a one-time reimbursement incentive grant in an amount not to exceed a total of \$28,000 for signage improvements to the building located at said address, occupied by the Applicant subject to the terms and conditions set forth in this Agreement. Grant reimbursement payment will be made if funds are available from sales tax proceeds once all the Applicant performance standards have been met and nothing contained herein shall constitute a contract for goods or services under the law.

3.02. The Applicant shall file a written proposal and plans with the DCEDC which shall provide detail plans concerning the use of funds to achieve the purposes recited herein.

**ARTICLE IV. COVENANTS OF HAV-R CHARBURGER**

4.01. As a condition precedent and in consideration of the DCEDC agreeing to make the economic development incentive grant described above, and to be eligible to receive reimbursement, the Applicant agrees to do the following:

- (a) Cause the signage improvements as defined herein to be permitted and installed at the address indicated herein in compliance with the local ordinance; and

EXHIBIT "A"

- (b) Provide a copy of the grant reimbursement request form along with original copies of the actual paid invoices for expenses within the provisions to Article III the business incurred before November 28, 2023 at 5 p.m.; and
- (c) Provide proof of legal occupancy of the specified location of 606 S. Clark Road, Duncanville, Texas 75137; and
- (d) Incentive grant shall mean one time cash grant not to exceed \$28,000 for signage improvements (Project) to the property located at 606 S. Clark Road, Duncanville, Texas 75137; and
- (e) Receive a certificate of occupancy for 606 S. Clark Road, Duncanville, Texas on or before November 28, 2023; and
- (f) Pay and be current to the ad valorem and sales during the term of this Agreement and through a period of five (5) years from the effective date; and
- (g) Development and maintain the property in conformity to the local Comprehensive Zoning Ordinance and other local applicable regulation codes; and
- (h) During the term of this Agreement, the Applicant, agrees not to knowingly employ any undocumented workers or unlicensed contractors and/or subcontractors at the development, and if convicted of a violation under 8 U.S.C Section 1324a(f), the Applicant, shall repay the amount of the grant payments received within 130 business days after the date the Applicant, is notified by the City of such violation, and this agreement automatically terminates.
- (i) If work is found to be incomplete within the timeline provided in Article IV, the Applicant, may request via written documentation an extension of 30 business days to complete work. If the work remains incomplete by the end of this extension, the Applicant, will be found in violation of this agreement and shall repay any grants under the provisions of Section 5.2 of this agreement is terminated and the Applicant will indemnify the DCEDC of any obligations related to grants and incentives that are withheld.

**ARTICLE V. GENERAL PROVISIONS**

**5.01. Termination and Default.** This Agreement terminates upon any one of the following:

- (a) By the Applicant, through mutual written agreements of both parties; and
- (b) By DCEDC, if the Applicant, files any false documentation concerning the application or receipt of the Grant; and

## EXHIBIT "A"

- (c) By DCEDC and the Applicant, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party; and
- (d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by the Applicant, shall have become delinquent (provided, however, that such taxes, fees, or charges shall not be considered delinquent for purposes of this Section 5.1(c) until any proper and timely protest or contest of such taxes or fees has become final) for a period of five (5) years from the effective date; and
- (e) By DCEDC, if the Applicant suffers an Event of Bankruptcy or Insolvency; and
- (f) By DCEDC and the Applicant, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal; and
- (g) By DCEDC, if insufficient funding is available to provide the grant contemplated herein. In such event, the DCEDC shall give the Applicant not less than fifteen (15) days notice of its intent to terminate; and
- (h) By DCEDC, if any other material provisions of this Agreement is breach by the Applicant.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of the Applicant existence, insolvency, employment of receiver for any part of the Property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Applicant and Owner and such proceedings are not dismissed within ninety (90) days after the filing thereof,

**5.02. Recapture Provision.** In the event the Applicant does not comply with the terms of this Agreement or is otherwise in default as provided herein, the Applicant pursuant to the provisions herein shall refund the DCEDC the Grant Payments actually paid by DCEDC and received by the Applicant immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, the Applicant will indemnify the DCEDC of any fees or costs related to recuperating funds owed to the DCEDC, plus interest and attorney fees.

**5.03. Mutual Assistance.** The Applicant and the DCEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

**5.04. Representations and Warranties.** The Applicant represents and warrants to the DCEDC that it is a duly organized company under the laws of the State of Texas and is in good standing and can execute the terms of this agreement.

## EXHIBIT "A"

5.05. **Employee Hiring, Materials, and Supplies Purchased.** Although not a condition of this Agreement, the DCEDC requests that the Applicant when feasible, satisfies its needs for all additional employees from Duncanville residents and/or purchases materials and supplies from Duncanville merchants and businesses.

5.06. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.07. **Verification and Compliances.** The Applicant agrees to allow the DCEDC's attorney to conduct an audit all of the Applicant business records, documents, and agreements or other instruments, subject to appropriate confidentiality, in furtherance of the following purposes only:

- (a) To ensure the Applicant compliance with the affirmative covenants set forth in this Agreement; and
- (b) To determine the existence of a default or breach of the terms of this Agreement; and
- (c) To ensure compliance with the prerequisites for paying a Reimbursement Incentive; and
- (d) To determine whether the correct amount of sales taxes are being collected and reported.

The DCEDC will provide the Applicant with written notice of any request for an audit and shall cooperate with the Applicant to schedule audit activities so as to minimize disruption of the Applicant normal business operations.

5.08. **Indemnification.** IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, THE APPLICANT IS ACTING INDEPENDENTLY, AND THE DCEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE APPLICANT BUSINESS OR PROPERTY. THE DCEDC SHALL NOT BE LIABLE TO THE APPLICANT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY. IN THIS RESPECT, THE APPLICANT AGREES TO INDEMNIFY AND HOLD THE DCEDC HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE CONDUCT OR MANAGEMENT OF THE APPLICANT, OR FROM ANY BREACH ON THE PART OF THE APPLICANT OF ANY CONDITIONS OF THIS AGREEMENT OR FROM ANY ACT OF NEGLIGENCE OF THE APPLICANT, ITS AGENTS, CONTRACTORS, OR EMPLOYEES.

5.09. **Attorneys Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be

## EXHIBIT "A"

entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

5.10. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

5.11. **Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by the Applicant, DCEDC, and the City.

5.12. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. The Applicant may not assign all or any part of its rights and obligations hereunder without prior written approval of the DCEDC.

5.13. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

|        |                                                                                                                                            |                                                                                                                                                       |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Owner: | Hav-R Charburger<br>Attention: Jordan Dresel<br>606 S. Clark Road<br>Duncanville, TX 75137                                                 | With a copy to:<br><br>Robert E. Hager<br>Nichols, Jackson, Dillard, Hager & Smith, LLP<br>1800 Ross Tower<br>500 N. Akard St.<br>Dallas, Texas 75201 |
| City:  | City of Duncanville<br>Attention: Robert D. Brown, Jr.<br>P.O. Box 380280<br>Duncanville, Texas 75138-0280                                 |                                                                                                                                                       |
| DCEDC: | Duncanville Community and Economic Development Corporation<br>Attention: Kenneth Govan<br>P.O. Box 380280<br>Duncanville, Texas 75138-0280 |                                                                                                                                                       |

5.14. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

5.15. **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Dallas County, Texas.

5.16. **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

EXHIBIT "A"

5.17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

5.18. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

5.19. **Boycott Israel, Boycott Energy Companies, and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations.**

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

5.20. **Approval by the City of Duncanville, Texas.** This Agreement was approved by the City Council at its meeting on May 16, 2023.

**Hav-R Charburger**

\_\_\_\_\_  
 By: Jordan Dresel  
 Its: Duly Authorized Representative  
 Date: \_\_\_\_\_, 2023

**DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION**

\_\_\_\_\_  
 By: Kenneth Govan  
 Its: Board President  
 Date: \_\_\_\_\_, 2023

EXHIBIT "A"

**CITY OF DUNCANVILLE**

\_\_\_\_\_  
By: Robert D. Brown, Jr.  
Its: Interim City Manager  
Date: \_\_\_\_\_, 2023

**HAV-R CHARBURGER Acknowledgement**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF DALLAS       §**

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the duly authorized representative of Hav-R Charburger, and that they are authorized by said to execute the foregoing instrument as the act of such Hav-R Charburger for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:

\_\_\_\_\_



**Duncanville Community and Economic Development Corporation Acknowledgement**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF DALLAS       §**

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Board President of the Duncanville Community and Economic Development Corporation, and that they are authorized by said Corporation to execute the foregoing instrument as the act of such Duncanville Community and Economic Development Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:

\_\_\_\_\_

EXHI

**City of Duncanville Acknowledgement**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF DALLAS       §**

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the City Manager of the City of Duncanville, and that they are authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:

\_\_\_\_\_

## EXHIBIT "B"

**Property Owner** HAROLD RUSSO IIMailing Address 606 S. CLARK RDCity DUNCANVILLE, TX 75137Phone (714) 296-3663

Fax \_\_\_\_\_

State &amp; Zip \_\_\_\_\_

Email \_\_\_\_\_

**Project Representative** CHRISTOPHER + JORDAN DRESKINMailing Address 606 S. CLARK RDCity DUNCANVILLE, TX 75137Phone (972) 300-9702 / (614) 676-2876

State &amp; Zip \_\_\_\_\_

**Business Name** HAV-E CHARGRGRProperty Address 606 S. CLARK RD, DUNCANVILLE, TX 75137Will You Lease or Own the Property? LEASE

Legal Incorporation (Sole Proprietor, LLC, etc) \_\_\_\_\_

Type of Business RESTAURANTYears in Business 41Business Plan and Portfolio Available? SAME LOCATION SINCE 1989 (If yes, please attach)**Project Description**REPLACE EXISTING STOPSIDE SEEN WHICH WAS DESTROYED BY LIGHTNING + ADDING NEWPOSTING SIGN TO FRONT AVENUESquare footage of Project: \_\_\_\_\_ Date Projected for Occupation of Project/Initiation of Operations CURRENTLY OCCUPIED**Fiscal Impact / Financial Background**Current Real Property Value \$ 1,000,000

Estimated Property Investment (if applicable) \$ \_\_\_\_\_

Current Sales / Gross Receipts / Revenue Generated \$ 400K

Additional Revenue to be Generated from Business Expansion (if applicable) \$ \_\_\_\_\_

Sales Growth Expectations: Year One 10%Year Two 10%

Year Three \_\_\_\_\_

Projected Total Annual Operating Budget of this Facility \$ \_\_\_\_\_

Business Liabilities \$ N/A

What infrastructure construction would be required? \_\_\_\_\_

NO CONSTRUCTION, CRANE WOULD BE NEEDED FOR STREET SIGNInterior Investments \$ N/A

Exterior Investments \$ \_\_\_\_\_

Are you entering into a Loan? No If yes, please answer the following:Loan Amount \$ 15Down Payment \$ 0Construction Price of Improvements or Buildings \$ N/ALending Institution N/ALender's Address N/ALender's Contact Person N/A**Employment Impact**Total Number of Jobs 8 - 10Total Annual Payroll \$ 150KType of Jobs Created GENERAL RESTAURANT STAFF, CLEANING STAFF, DRIVERS, FUEL, REGISTER, ETCPercentage of Employees who will be Duncanville Residents 50%Number of Full-time Employees 5Number of Part-time Employees 5

EXHIBIT "B"

**IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:**

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
  - Bid information should also include the following:
    - Business Name
    - Contact Name
    - Contact Phone Number
    - Business Address
    - Cost of Services
- Grants, by default, are paid as a **REIMBURSEMENT** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID INVOICE** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An **Attestation of Completion of Work** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

**TYPE OF INCENTIVE GRANTS:** *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ **Sales Tax Grant**

Amount Requested \$ \_\_\_\_\_

Estimated Annual Sales Generated \$ \_\_\_\_\_

**Program Specifications:**

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☐ **Business Retention and Expansion Grant**

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars (\$2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☐ **Paint Grant**

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

**Attach the following documentation to the application:**

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

EXHIBIT "B"

☐ **Landscape Grant**

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

**Attach the following documentation to the application:**

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

☒ **Signage Grant**

Amount Requested \$ 28,000

**Program Specifications:**

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

**Attach the following documentation to the application:**

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

☐ **Façade and Architectural Improvement Grant**

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

☐ **Pavement Grant**

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☐ **Demo, Redevelopment, Reuse Grant**

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

EXHIBIT "B"

☐ **Infrastructure Grant**

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

**Attach the following documentation to the application:**

1. Stamped engineering plans that outline in detail the scope of work.

☐ **Other Incentive** \_\_\_\_\_

Amount Requested \$ \_\_\_\_\_

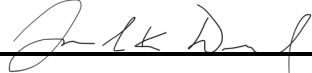
**Total Grant Amount Requested** \$ \_\_\_\_\_

**\*\*\*If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.**

**AGREEMENT:** I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter or Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

Printed Name JORDAN DRESU

Date 4/20/23

Signature 



City of Duncanville  
Economic Development  
203 E. Wheatland Road  
Duncanville, TX 75116  
972.780.5090  
[www.DuncanvilleEDC.com](http://www.DuncanvilleEDC.com)



EXHIBIT "B"

4610 Mint Way, Dallas, TX 75236  
(800)333-7137 F:(214)339-9987  
www.SignsManufacturing.com

Sales Order #: **45854558NM**

Preparation Date: Thursday, 13 April  
2023

Your Sales Consultant is

**Nancy McCord (469)387-0366**

**Billing Address**

**Job / Shipping Address**

Name: Lissette Moore  
Company: Hav-R Charburger  
Address: 606 South Clark Road  
City, State, Zip: Duncanville, TX 75137  
PO#:   
Phone#:

Name: Lissette Moore  
Company: Hav-R Charburger  
Address: 606 South Clark Road  
City, State, Zip: Duncanville, TX 75137,  
Email: [mrsdresel@yahoo.com](mailto:mrsdresel@yahoo.com)  
Phone#: 214-606-2396

**DESCRIPTION**

Prepare new sign artwork including measurements, callouts, colors (if known) and a cross-section (if needed) for the customer's approval.

Fabricate 22" (nominal) front-lit channel letters reading "HAV-R" with mechanically welded construction (not stapled) and 1 stroke of white SolarBrite™ LED lighting.

(1) color of vinyl overlay will be used (color TBD).

1in trimcap will be used, Jewelite, with an aluminum core and SolarGuard™ protection (color TBD).

Faces will be 1/8in Lexan™ (or equivalent) (color TBD).

Returns will be 5" deep, .040 aluminum (color TBD).

Letter backs will be made of .063 aluminum .

Fabricate 14" (nominal) front-lit channel letters reading "CHARBURGER" with mechanically welded construction (not stapled) and 1 white stroke of SolarBrite™ LED lighting.

(2) colors of vinyl overlay will be used (colors TBD).

1in trimcap will be used, Jewelite, with an aluminum core and SolarGuard™ protection (color TBD).

Faces will be 1/8in Lexan™ (or equivalent) (color TBD).

Returns will be 5" deep, .040 aluminum (color TBD).

Letter backs will be made of .063 aluminum .

(1) aluminum/ACM backplate, will be used behind the letters, color TBD. In addition, a 1 inch return will be added to the backplate for aesthetics and rigidity. Layout may be horizontal or stacked.

This sign will be UL or ETL Listed for installation anywhere Listing is required (anywhere in Texas).

Permit application/preparation and inspection labor are included.

Installation is included so that the sign stands upright on slope.

**YOUR COST\*: \$10,938.00**

Permit Necessary? yes

EXTENDED WARRANTY: Available by separate contract

ENGINEER'S DRAWING: Additional if required

INSTALLATION: Included

ELECTRICAL HOOK-UP\*\*: Included within 6' at time of install

**TOTAL TAX: Plus Tax**

PERMITTING FEES: Additional (at cost) if required

3rd-Party Fees\*\*: Additional (at cost) if required

**LESS DEPOSIT: 50%**

**BALANCE DUE:** Before shipment, delivery or install.

\*Monthly payment plans available. 3% Service Fee is charged on credit card payments.

**CUSTOMER SIGNATURE**

**Proposal Valid For 7 Days**

18% APR WILL BE CHARGED ON PAST DUE BALANCES

**SEE TERMS & CONDITIONS (ATTACHED)**

Our warranty does not apply to electric signs fed by improper wiring.  
Hourly calculations also include travel to/from the job location.

Regulated by the Texas Department of Licensing and Regulation - P.O. Box 12157, Austin, Texas 78711  
1-800-803-9202 512-463-6599 | License #TSCL 18015, TSCL 18016, TECL 17503 | www.tdlr.texas.gov

EXHIBIT "B"



606 S. Clark Rd. Duncanville, TX 75137



CLIENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_





SITE MAP

SCALE: NTS

A LISTED SIGN COMPANY



Texas Sign Contractors License: TSCL#18434  
Regulated by The Texas Department of  
Licensing and Regulation  
P.O. Box 12157 Austin, TX 78711 1-800-803-9202

| LANDLORD APPROVAL                                                                                                                                                                                                         | CLIENT APPROVAL                                                                                                   | Client: Hav-R-Charburger Date: 4/5/23                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| The undersigned consents to the installations and maintenance of this sign on my property in accordance with the agreement between Giant Sign Co. and my tenant(s) and any extension, renewals, or modifications thereof. | This drawing is the property of Giant Sign and all rights to its use for reproduction are reserved by Giant Sign. | Address:<br>606 S. Clark Rd. Duncanville, TX 75137               |
| X<br>(Property Owner/Authorized Agent Signature)                                                                                                                                                                          | X<br>(Client Signature)                                                                                           | Artist: AE<br>Phone: (972) 247-4404<br>Email: andy@GiantSign.com |

**Electrical Notes**

Power must be provided by customer unless otherwise specified in writing. Access to back side of fence is required for installation. Each sign location must have:

1. Primary electrical of 120V.
2. J-box installed within 6 feet of sign.

Otherwise, customer is responsible for the power connection to the sign.

SIGN(S) TO BE MANUFACTURED TO U.L. SPECIFICATIONS AND WILL BEAR THE U.L. LABEL(S). INSTALL IN ACCORDANCE WITH ARTICLE 600 OF NATIONAL ELECTRIC CODES

EXHIBIT "B"



FRONT ELEVATION

SIMULATED NIGHT VIEW



SCALE: 3/16"=1' EXISTING CONDITIONS

LISTED SIGN COMPANY



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Licensing and Regulation  
P.O. Box 12157 Austin, TX 78711 1-800-803-9202

LANDLORD APPROVAL

The undersigned consents to the installations and maintenance of this sign on my property in accordance with the agreement between Giant Sign Co. and my tenant(s) and any extension, renewals, or modifications thereof.

X  
(Property Owner/Authorized Agent Signature) Date

CLIENT APPROVAL

This drawing is the property of Giant Sign and all rights to its use for reproduction are reserved by Giant Sign.

X  
(Client Signature) Date

Client: Hav-R-Charburger Date: 4/5/23

Address:  
606 S. Clark Rd. Duncanville, TX 75137

Artist: AE  
Phone: (972) 247-4404  
Email: andy@GiantSign.com

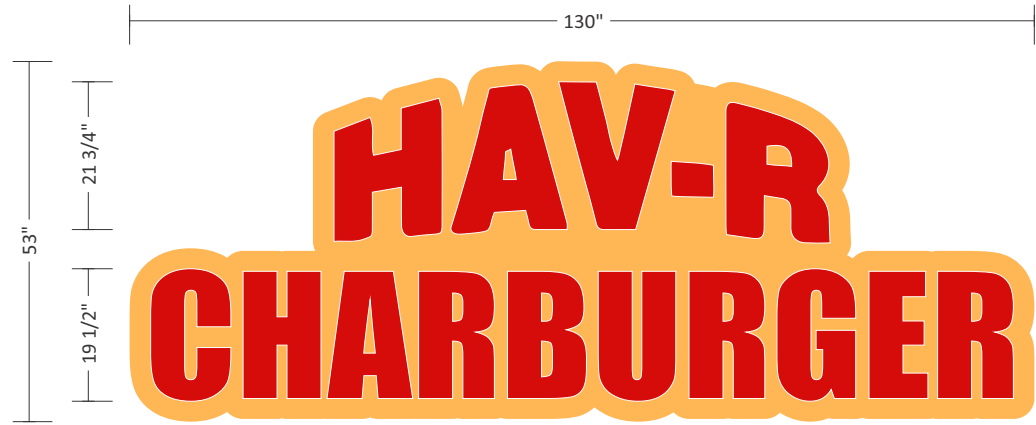
Electrical Notes

Power must be provided by customer unless otherwise specified in writing. Access to back side of fascia is required for installation. Each sign location must have:  
1. Primary electrical of 120V.  
2. J-box installed within 6 feet of sign.  
Otherwise, customer is responsible for the power connection to the sign.



SIGN(S) TO BE MANUFACTURED TO U.L. SPECIFICATIONS AND WILL BEAR THE U.L. LABEL(S). INSTALL IN ACCORDANCE WITH ARTICLE 600 OF NATIONAL ELECTRIC CODES

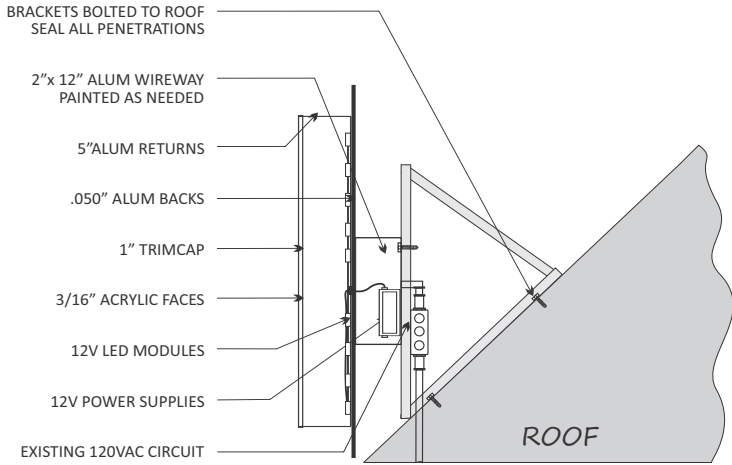
EXHIBIT "B"



**A** FRONT LIT CHANNEL LETTERS ON A BACKER SCALE: 1/2"=1'  
QTY. 1 47.8 SQ. FT.

**SCOPE OF WORK:**  
MANUFACTURE & INSTALL (1) NEW SET OF FRONT LIT CHANNEL LETTERS  
ON A BACKER.

**COLORS:**  
■ ACM BACKER - PMS1365C  
■ VINYL - ORACAL 8500-016 CRIMSON



A LISTED SIGN COMPANY



Texas Sign Contractors License: TSCL#18434  
Regulated by The Texas Department of  
Licensing and Regulation  
P.O. Box 12157 Austin, TX 78711 1-800-903-9202

| LANDLORD APPROVAL                                                                                                                                                                                                         | CLIENT APPROVAL                                                                                                   | Client: Hav-R-Charburger Date: 4/5/23                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| The undersigned consents to the installations and maintenance of this sign on my property in accordance with the agreement between Giant Sign Co. and my tenant(s) and any extension, renewals, or modifications thereof. | This drawing is the property of Giant Sign and all rights to its use for reproduction are reserved by Giant Sign. | Address:<br>606 S. Clark Rd. Duncanville, TX 75137               |
| <div><div>X</div><div>(Property Owner/Authorized Agent Signature)</div><div>Date</div></div>                                                                                                                              | <div><div>X</div><div>(Client Signature)</div><div>Date</div></div>                                               | Artist: AE<br>Phone: (972) 247-4404<br>Email: andy@GiantSign.com |

**Electrical Notes**

Power must be provided by customer unless otherwise specified in writing. Access to back side of fascia is required for installation. Each sign location must have:

**1. Primary electrical of 120V.**  
**2. J-box installed within 6 feet of sign.**  
*Otherwise, customer is responsible for the power connection to the sign.*

SIGN(S) TO BE MANUFACTURED TO U.L. SPECIFICATIONS AND WILL BEAR THE U.L. LABEL(S). INSTALL IN ACCORDANCE WITH ARTICLE 600 OF NATIONAL ELECTRIC CODES



**A** FRONT LIT CHANNEL LETTERS ON A BACKLIT BACKER SCALE: 3/4"=1'  
 QTY. 2 80 SQ. FT.

SCOPE OF WORK:  
 MANUFACTURE & INSTALL (2) NEW FLEX FACES W/ DIGITALLY PRINTED GRAPHICS  
 ONTO EXISTING POLE CABINET.

A<sup>UL</sup> LISTED SIGN COMPANY



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 Regulated by The Texas Department of  
 Licensing and Regulation  
 P.O. Box 12157 Austin, TX 78711 1-800-803-9202

| LANDLORD APPROVAL                                                                                                                                                                                                         | CLIENT APPROVAL                                                                                                   | Client: Hav-R-Charburger Date: 4/5/23                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| The undersigned consents to the installations and maintenance of this sign on my property in accordance with the agreement between Giant Sign Co. and my tenant(s) and any extension, renewals, or modifications thereof. | This drawing is the property of Giant Sign and all rights to its use for reproduction are reserved by Giant Sign. | Address:<br>606 S. Clark Rd. Duncanville, TX 75137               |
| <br>X<br>(Property Owner/Authorized Agent Signature) Date                                                                                                                                                                 | <br>X<br>(Client Signature) Date                                                                                  | Artist: AE<br>Phone: (972) 247-4404<br>Email: andy@GiantSign.com |

**Electrical Notes**

Power must be provided by customer unless otherwise specified in writing. Access to back side of fascia is required for installation. Each sign location must have:

1. Primary electrical of 120V.
2. J-box installed within 6 feet of sign.

Otherwise, customer is responsible for the power connection to the sign.

SIGN(S) TO BE MANUFACTURED TO U.L. SPECIFICATIONS AND WILL BEAR THE U.L. LABEL(S). INSTALL IN ACCORDANCE WITH ARTICLE 600 OF NATIONAL ELECTRIC CODES

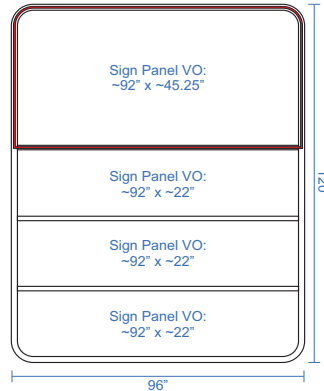
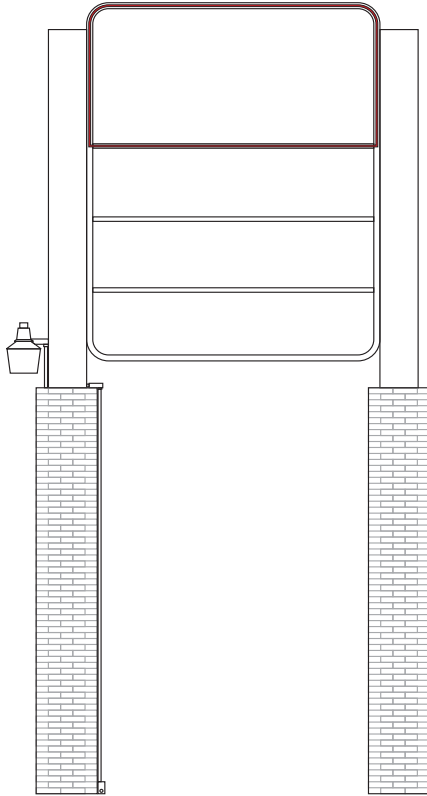


# Hav-R Charburgers - D/F Pylon Sign Cabinet w/Skeleton Neon

606 S. Clark Rd., Duncanville, TX 75137

EXHIBIT "B"

Proposed:

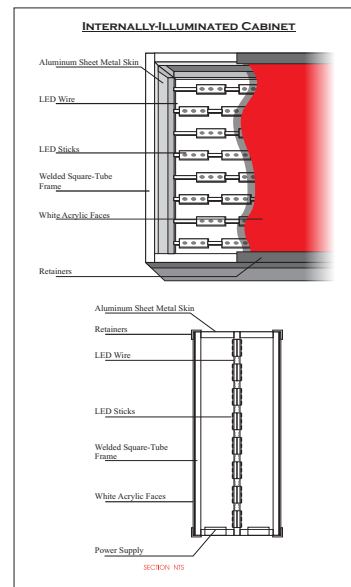


**Proposed Sign Area: 80 Sq.Ft.**

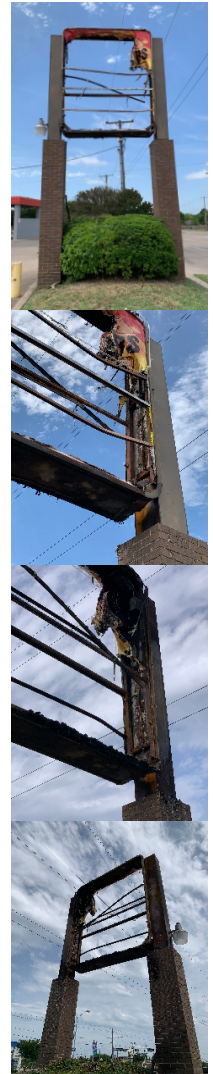
## D/F Pylon Sign Cabinet w/Skeleton Neon:

- 3/16" White Acrylic Faces
- Vinyl Overlays
- Welded Aluminum Square-Tube Internal Framing
- 2" Aluminum Retainers
- 1.5" Aluminum Divider Bars
- 15mm Red Exposed Neon Tubing (Top Cabinet)
- Internally-Illuminated w/White LED Sticks
- LED Power Supplies Mounted Remotely in UL Listed Transformer Box w/Disconnect Switch
- Removal & Cleanup of Existing Lightning Struck Cabinet
- Required Stretcher Bar Installed During Removal so Steel Columns do not bend inwards.
- Power to the bottom of Sign Required (Scope of Others)

**Price: \$19,000+tax (\$20,567.50 total)**



Existing:



Previous:



AA LISTED SIGN COMPANY



Texas Sign Contractors License: TSCL#18434  
Regulated by The Texas Department of  
Licensing and Regulation  
P.O. Box 12157 Austin, TX 78711 1-800-803-9202

| LANDLORD APPROVAL                                                                                                                                                                                                        |  | DESIGN, SPECIFICATIONS, & COLOR APPROVALS                                                                         |  | CLIENT: Hav-R Charburgers                                            | DATE: 6-7-22 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------|--------------|
| The undersigned consents to the installations and maintenance of this sign on my property in accordance with the agreement between Giant Sign Co. And my Tenant(s) and any extension, renewals, or modifications thereof |  | This drawing is the property of Giant Sign and all rights to its use for reproduction are reserved by Giant Sign. |  | ADDRESS:<br>606 S. Clark Rd.,<br>Duncanville, TX 75137               |              |
| Property Owner/Authorized Agent                                                                                                                                                                                          |  | Customer                                                                                                          |  | DESTINATIONS: City of Duncanville                                    |              |
| Date                                                                                                                                                                                                                     |  | Date                                                                                                              |  | ARTIST: Mike Gary<br>CELL: 972.988.9455<br>EMAIL: mike@giantsign.com |              |

## EXHIBIT "B"

RB Signs  
1006 Johnson Ln Midlothian, TX 76065  
gb@rbsigns.net  
+1972-291-0728

<http://www.rbsigns.net>



## Quote 1267 #1

## Hav-R Charburger - Sign Package

SALES REP INFO  
Garrett Byrum  
Owner  
gb@rbsigns.net  
+1972-291-0728

QUOTE DATE  
04/11/2023  
QUOTE EXPIRY DATE  
05/11/2023  
TERMS  
Due on receipt

ORDERED BY  
Hav-R Charburger  
606 South Clark Rd  
Duncanville, TX 75135

INSTALL ADDRESS  
606 South Clark Rd  
Duncanville, TX 75135

CONTACT INFO  
Jordan Dresel  
jkdresel@gmail.com  
+1 972-302-8702

## About this Quote:

| # | ITEM                                                                                                                                                                                                                                                                            | QTY | UOM  | U.PRICE     | TOTAL (EXCL. TAX) | TAXABLE |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|-------------|-------------------|---------|
| 1 | <b>Refurbish Pylon Sign</b><br>Refurbish the existing pylon sign with new LEDs, Faces, and re-paint the cabinet/ pole.<br><br><b>Plastic Faces</b><br><br><b>Digital Printing</b><br><br><b>Custom LED Lamps</b><br><br><b>INSTALL RBS</b><br>null<br><br><b>Shop Labor</b>     | 1   | Each | \$11,162.29 | \$11,162.29       | Y       |
| 2 | <b>Single-Faced lighted Cabinet</b><br>Manuf. Qty(1) 3'x15' single face cabinet with flex face. Digital print graphics applied to flex face.<br><br><b>Flex Face</b><br><br><b>Digital Printing</b>                                                                             | 1   | Each | \$5,597.77  | \$5,597.77        | Y       |
| 3 | <b>Permits</b><br>EST. Wall Sign permit - Permit, Procurement, Inspection<br><br>***50% deposit required to begin permits/ production. Artwork will be provided once the 50% has been received. Production will not begin until customer has approved artwork for new signs.*** | 1   | Each | \$450.00    | \$450.00          | Y       |

QUOTE 1267, HAV-R CHARBURGER, 04/11/2023

EXHIBIT "B"

Texas Electrical Sign Contractor Lic# 18125  
1-year Manufacturers' warranty applies to materials and parts furnished by RB Signs. Labor is warranted for 90 days. Warranty will be voided if power is left on for 24 hrs a day. Signs must be on a working timer. All signs remain the property of RB Signs until paid in full. Payment for services and items is an agreement with RB Signs.

|                           |                    |
|---------------------------|--------------------|
| <b>Setup:</b>             | <b>\$0</b>         |
| <b>Misc. Charges:</b>     | <b>\$0</b>         |
| <b>Subtotal:</b>          | <b>\$17,210.06</b> |
| <b>Sales Tax (8.25%):</b> | <b>\$1,419.83</b>  |
| <b>Total:</b>             | <b>\$18,629.89</b> |

**Downpayment (50.0 %)**

**\$9,314.95**

**SIGNATURE:**

**DATE:**



EXHIBIT "B"

4610 Mint Way, Dallas, TX 75236  
(800)333-7137 F:(214)339-9987  
www.SignsManufacturing.com

Sales Order #: 2208034103TW

Preparation Date: 8/3/2022

Your Sales Consultant is Tom Wright

**BILLING ADDRESS**

Name: Lisaette Moore  
Company: Hav-R Charburger  
Address: 606 S. Clark Rd  
City, State, Zip: Duncanville, TX 75137  
PO #:   
Phone #: 214-606-2396

**PROJECT / SHIPPING ADDRESS**

Name: SAME  
Company:   
Address:   
City, State, Zip:   
Email: mrsdresel@yahoo.com  
Phone #:

**DESCRIPTION**

Prepare new sign artwork including measurements, callouts, colors (if known) and a cross-section (if needed) for the customer's approval.

Fabricate a 10'-0"x8'-0" double-sided sign cabinet with a steel frame (primed and painted using our SignLux™ automotive grade paint system for maximum lifespan) and aluminum skins/retainer painted TBD.

Lighting will be internal with Solarbrite™ LED modules.

Faces will be Plexiglas™ (or equivalent), color will be white.

Digital print (3M) will be used on the face of the sign with SolarGuard™ protective clear coating applied to maximize the durability of the graphics.

The face of this sign will be divided into multiple panels with aluminum H-Bar dividers so that each panel can be separately removed and changed out without affecting the rest of the panels. Color will match the rest of the sign cabinet.

This sign will be UL or ETL Listed for installation anywhere Listing is required (anywhere in Texas).

Permit application/preparation and inspection labor are included.

PRICE INCLUDES TWO (2) BANNERS TO BE INSTALLED ON TOP LOCATION OF PYLON.

|                              |                                                  |
|------------------------------|--------------------------------------------------|
| <b>YOUR COST*:</b>           | <b>\$17,917.00 + \$4,821.00 for neon</b>         |
| <b>EXTENDED WARRANTY:</b>    | <b>\$729.00</b>                                  |
| <b>ENGINEER'S DRAWING:</b>   | <b>Additional if required</b>                    |
| <b>INSTALLATION:</b>         | <b>Additional</b>                                |
| <b>ELECTRICAL HOOK-UP**:</b> | <b>Included with install (within 6' of sign)</b> |
| <b>TOTAL TAX:</b>            | <b>Plus Tax</b>                                  |
| <b>PERMITTING FEES:</b>      | <b>Additional (at cost) if required</b>          |
| <b>3rd-Party Fees**:</b>     | <b>Additional (at cost) if required</b>          |
| <b>LESS DEPOSIT:</b>         | <b>50%</b>                                       |
| <b>BALANCE DUE:</b>          | <b>Before shipment, delivery or install.</b>     |

\*Monthly payment plans available. 3% Service Fee is charged on credit card payments.

Regulated by the Texas Department of Licensing and Regulation - P.O. Box 12157, Austin, Texas 78711 1-800-803-9202 512-463-6599 | License #TSCL 18015, TSCL 18016, TECL 17503 | www.tdlr.texas.gov

Permit Necessary? YES

**CUSTOMER SIGNATURE**

***Proposal Valid For 7 Days***

18% APR WILL BE CHARGED ON PAST DUE BALANCES

**SEE TERMS & CONDITIONS (ATTACHED)**

Our warranty does not apply to electric signs fed by improper wiring.  
Hourly calculations also include travel to/from the job location.