



Duncanville City Council Meeting Agenda

Via ZOOM videoconference
Duncanville City Hall
203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5017

Tuesday, June 2, 2020

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

7:00 P.M. - Regular Session

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

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

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

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

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

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

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

To submit public comments, email citysecretary@duncanville.com and title the email “Public Comment – June 2nd”. All public comments submitted by 4pm on Tuesday, June 2, 2020 will be provided to the City Council members and entered into the record for the June 2, 2020 City Council Regular Meeting.

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_AYo6xcJUTcWNdstiEYM6jQ

After registering, you will receive a confirmation email containing information about joining the webinar. The registration email will provide you with a telephone number to call in if needed.

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

WORK SESSION / BRIEFING

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

1. DISCUSS AGENDA ITEMS

2. BRIEFINGS / PRESENTATIONS

- A. Discuss the City Council Calendar.

[Council Calendar](#)

5 - 9

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.074 Personnel Matters; to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; to wit, name an interim City Manager effective July 1, 2020.

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

CALL TO ORDER

INVOCATION

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

2. PROCLAMATIONS AND PRESENTATIONS

None

3. CITIZENS' INPUT

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

Public Comments submitted by email to the City Secretary via citysecretary@duncanville.com. All public comments submitted by 4pm on Tuesday, June 2, 2020 will be provided to all City Council members and will be entered into the record for the June 2, 2020 City Council Meeting.

The City Secretary will still set a two-minute time limit on the comments as they are read.

4. CONSENT AGENDA

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

- | | | |
|----|--|-----------|
| A. | Consider the Minutes for the May 19, 2020 City Council Regular Meeting.
2020-05-19 - City Council - Minutes - UNAPPROVED | 10 - 17 |
| B. | Consider a Resolution approving the Landscape Maintenance Agreement with the Texas Department of Transportation (TxDOT) for landscape improvements along U.S. Highway 67 Corridor.
Landscape Maintenance Agreement with TxDOT | 18 - 30 |
| C. | Consider a Resolution authorizing a Cooperative Purchasing Agreement with Sam Pack's Five Star Ford LTD. through The Local Government Purchasing Cooperative (BuyBoard) Contract #601-19 in the expenditure amount of \$117,758.00.
Sam Pack's Five Star Ford | 31 - 93 |
| D. | Consider a Resolution authorizing a Cooperative Purchasing Agreement with Vortex Companies Vortex Infrastructure Holdings, LLC, using The Interlocal Purchasing System (TIPS), Contract #1711050 Wastewater Improvements – Pipebursting, for the Public Works Department, with an estimated expenditure amount of \$1,162,258.75.
FY20 Pipebursting | 94 - 125 |
| E. | Consider a Resolution approving the terms and conditions of the Project Specific Agreement with Dallas County for mill & overlay of City streets in the amount of \$355,510.00.
Mill & Overlay of City Streets | 126 - 137 |
| F. | Consider a Resolution approving the terms and conditions of the Project Specific Agreement with Dallas County for reconstruction and replacement of a portion of Wintergreen Rd and Drainage Pipe in the amount of \$122,000.00.
Reconstruction and Replacement - Wintergreen Rd and Drainage Pipe | 138 - 149 |
| G. | Consider a Resolution for an Agreement of Cooperation for CDBG/HOME/ESG Programs with Dallas County.
CDBG/HOME/ESG Programs with Dallas County | 150 - 156 |

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- | | | |
|----|---|-----------|
| A. | Consider a Resolution approving an Interlocal Agreement by and between Dallas County, Texas and the City of Duncanville to provide funding to the City of Duncanville under the Coronavirus Aid Relief and Economic Security Act (CARES ACT) under the terms and conditions of said agreement; providing for administration; authorizing execution of the agreement by the Mayor.
Coronavirus Aid Relief and Economic Security Act (CARES ACT)
POWERPOINT - CARES Act Funding | 157 - 184 |
|----|---|-----------|

- B. Appoint City Councilmembers to serve on the Audit Committee and discuss and consider private citizens' appointment to the Audit Committee, as well as designate a chairman for the committee. 185 - 189
[Audit Committee Appointments](#)
- C. Take any necessary action as a result of the Executive Session.

6. STAFF AND BOARD REPORTS

- A. Receive the Public Works Department Quarterly Report.
[POWERPOINT - Public Works Quarterly Report](#)
- B. Receive the Monthly Financial Report as of April 30, 2020. 206 - 220
[Monthly Financial Report as of April 30, 2020](#)

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Duncanville City Hall, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanville.com and said Notice was posted on the following date and time: **Thursday, May 28, 2020 at 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.



Kristin Downs, City Secretary

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

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

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

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



STAFF REPORT

MEETING: City Council - 02 Jun 2020

TITLE:

Discuss the City Council Calendar.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:

Kristin Downs, City Secretary

Kevin Hugman, City Manager

BACKGROUND/HISTORY:

Due to COVID-19 and restrictions that have been set the public should be encouraged to not attend in order to reduce the chance for further spread of COVID-19.

The Budget Workshop meeting will be held on June 8th and 9th - 6:00pm

In order to provide open transparency to the citizens the following options are being proposed. Each depends on the available technology in the given setting as to whether we can accommodate a mixture of in-person and virtual attendance:

Option 1 – Teleconference Meeting:

- **ALL** City Councilmembers and Staff present via ZOOM
- Live Stream to Facebook
- Recording available on YouTube

Option 2 – City Council Chambers

- Live Broadcasting
- Recording available on YouTube
- Social Distancing
- All City Councilmembers **MUST** be in attendance

Option 3 – Senior Center

- Social Distancing
- Recording available on YouTube
- All City Councilmembers **MUST** be in attendance

Option 4 – Briefing Room

- Hybrid Meeting
 - we do not have the capability to broadcast Councilmembers that attend via ZOOM

- Staff would come in and out when needed
- Live Broadcasting
- Recording available on YouTube

Joint Meeting with Planning and Zoning Commission - June 22nd 6:00pm

Option 1 – Teleconference Meeting:

- **ALL** City Councilmembers, Commissioners, Consultants, and Staff present via ZOOM

Option 2 – Senior Center

- Social Distancing
- All City Councilmembers, Commissioners, Consultants, and Staff **MUST** be in attendance

Discussion regarding other meetings as necessary.

POLICY EXPLANATION:

Beginning in December 2019, a novel coronavirus, now designated SARS-CoV2 which causes the disease COVID-19, has spread through the world and has now been declared a global pandemic by the World Health Organization. Reasonable measures must be taken to contain COVID-19 and prevent its spread throughout the City of Duncanville and Dallas County.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Discussion on the City Council Calendar.

ATTACHMENTS:

[Attachment 1 - City Council Calendar](#)

ATTACHMENT 1

June 2020

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

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

City Council Calendar

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5/28/2020 8:41 AM

ATTACHMENT 1

July 2020

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

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

City Council Calendar

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5/28/2020 8:42 AM

ATTACHMENT 1

August 2020

August 2020							September 2020						
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			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 26	27	28	29	30	31	Aug 1
2	3	4 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	5	6	7	8
9	10 6:00pm Joint Meeting w/Park Board	11 6:00pm Joint Meeting w/P&Z??	12	13	14	15 duncanSWITCH - Chamber Event
16	17	18 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	19	20	21	22 Fire Truck Pull
23	24 6:00pm Joint Meeting w/DCEDC (Library)	25	26	27 Town Hall - Solid Waste??	28	29
30	31	Sep 1	2	3	4	5

City Council Calendar

1

5/28/2020 8:42 AM

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, May 19, 2020

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, May 19, 2020, at 6:01 p.m. via video conference with a quorum to wit:

COUNCIL VIA VIDEO
CONFERENCING:

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

STAFF VIA VIDEO
CONFERENCING:

Interim City Planner Andrew Ruegg
IT Director Tracy Beekman
Economic Development Director Jessica James
Public Works Director Greg Ramey
Parks and Recreation Director Bart Stevenson
Library Director Julio Velasquez
City Secretary Kristin Downs
Assistant City Manager Paul Frederiksen
City Manager Kevin Hugman
City Attorney Shelby Percy
City Attorney Robert Hager

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Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_1sE5_2a7RgSe7YMtdgD0pA

After registering, you will receive a confirmation email containing information about joining the webinar. The registration email will provide you with a telephone number to call in if needed.

To speak during the Public Hearing on Agenda Item 5a, you need to REGISTER in advance with the link above. When the Public Hearing is opened by the Mayor, you will need to use the “raise your hand” option that is provided by ZOOM. If you are calling in and would like to speak, press *9 on your phone’s dial pad to “raise your hand”. You may also submit your comments in advance in accordance with the guidelines for “Public Comments”.

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

COUNCIL ABSENT:

I. WORK SESSION / BRIEFING

I.1. DISCUSS AGENDA ITEMS

Mayor Gordon read the item into record, and City Manager Hugman reviewed each item. Councilmember Anderson stated he would recuse himself during Item 5a due to personal conflict.

I.2. BRIEFINGS / PRESENTATIONS

I.2.A. *Discuss the Independence Day fireworks show.*

Parks and Recreation Director Stevenson presented the item. The 2020 Independence Day celebration has been under review for modification, postponement, or cancellation due to the social and financial impacts of COVID-19. Currently, the event has been modified to eliminate all the traditional activities except the fireworks show itself. With the extension of the COVID-19 policies on social distancing and refraining from large groupings, Council should consider the possible postponement or elimination of the fireworks show. Staff has been monitoring the decisions of other DFW cities regarding their fireworks shows and the following cities have indicated that have canceled their show: Lancaster, Hurst, Lewisville, Flower Mound, Trophy Club, Denton, Bedford, and Watauga. Several other cities are currently considering canceling their show but have not made a decision to date. Larger events in Dallas, Addison and Grand Prairie are operated by outside entities with the assistance of those cities and have not announced their decisions. Allen and Grapevine to-date have responded with a definitive affirmative that their shows will continue however, without other activities. In a national survey, approximately 2/3 of cities have canceled their Independence Day events entirely with the remaining entities doing fireworks only or postponing to a later date such as Labor Day or New Year's Eve.

The "entertainment" portion of the event has been canceled. The only expenses to date for this portion was a \$2,500 deposit to the band, "The David Whiteman Band". Staff has been in communication with the band and they have agreed to forward the deposit to another date, most likely the 2021 Independence Day Celebration.

Police Chief Brown voiced his concerns for the citizens and Police personnel. Surrounding cities canceling their firework shows will result in an influx of people to Duncanville. The Police Department does not have enough force to man a Fourth of July event and still abide with the state requirements due to COVID-19.

Councilmember Cooks questioned if roads were blocked off and if staff encouraged citizens to stay home to watch the fireworks would that help.

City Manager Hugman stated realistically people would still walk to the park and gather. There are not enough personnel to monitor people from gathering. Also, if Duncanville is the only city providing fireworks there would be more traffic and gathering at local business and parking lots.

Council concluded due to the anticipated budget shortfall with COVID-19 and safety concerns for the civilians and public servants the fireworks display shall be canceled.

Mayor Gordon recessed the Briefing Session at 6:27 p.m. for City Council to convene into Executive Session.

II. EXECUTIVE SESSION

The Executive Session was called into session at 6:29 p.m. and Mayor Gordon read the item into record.

II.1 **City Council shall convene into closed executive session pursuant to Section 551.087 of the Texas Government Code, Deliberation Regarding Economic Development Negotiations;**

- (1) To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or**
- (2) To deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).**

Regarding to wit: an Industrial Development Project.

- II.2 City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code, Deliberation Regarding Real Property; to deliberate the purchase, exchange, lease, or value of real property; being property owned by the city generally north of Wheatland Road, south of I-20, east of Cedar Ridge Drive, and west of Cockrell Hill Road.**

The Council closed the Executive Session at 7:09 p.m.

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

The City Council convened into Regular Session in the Council Chambers at 7:14 p.m. with Mayor Gordon presiding.

The Invocation was delivered by Councilmember Cooks.

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

III.1. REPORTS

III.1.A. Mayor's Report.

Mayor Gordon provided updates on COVID-19 and recognized May 15, 2020 as Police Memorial Day. Mayor Gordon encouraged all local businesses to view the Economic Development Small Business Recovery Program video.

III.1.B. Councilmembers' Reports

Councilmember Cooks encouraged all citizens to shop locally and to attend:

Meet, Connect, and Learn
May 23, 2020
ZOOM Meeting
Guest: City Manager Kevin Hugman

Mayor Pro Tem McBurnett encouraged all citizens to complete their 2020 Census.

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

City Manager Hugman discussed the current openings and precautions being implemented in city facilities.

III.2. PROCLAMATIONS AND PRESENTATIONS

None.

III.3. CITIZENS' INPUT

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To submit public comments, email citysecretary@duncanville.com and title the email "Public Comment – May 19th". All public comments submitted by 4pm on Tuesday, May 19, 2020 will be provided to the City Council members and entered into the record for the May 19, 2020 City Council Regular Meeting.

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

No one spoke.

III.4. CONSENT AGENDA

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

III.4.A. Consider the Minutes for the April 27th and 28th, 2020 City Council Special Meeting, and the May 5, 2020 City Council Regular Meeting.

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

III.5. ITEMS FOR INDIVIDUAL CONSIDERATION

III.5.A. ***Conduct a Public Hearing (2020-04) and consider an Ordinance to amend the existing Downtown Duncanville "DD" District Zoning to include a Specific Use Permit to allow a tattoo and body piercing establishment on a portion of Main Station, Block A, Lot 1, approximately 1.3091 acres, more commonly known as 100 S Main Street, Duncanville.***

Councilmember Monte Anderson recused himself.

Interim City Planner Andrew Ruegg (Master Plan) presented the item. Applicant Francisco Rosales, owner at Main Station Duncanville Ltd. Mr. Rosales would like to amend the existing Downtown Duncanville "DD" District to include a Specific Use Permit to allow a tattoo and body piercing establishment on a portion of Main Station, Block A, Lot 1, approximately 1.3091 acres, more commonly known as 100 S Main Street, Duncanville, Texas.

Comprehensive Plan:

The subject property is located within the Downtown District:

- Identified as an Opportunity Area on the Future Land Use Map.
- Downtown District is envisioned as a regional destination and a hub of activity in the City.
- Achieved with vertical mixed use and boutique retail development.
- Area envisioned as being pedestrian-oriented.

Goals for development in Downtown:

- Uses/developments designed so a person can comfortably walk from one location to another.
- Encourage strolling, window-shopping, and other pedestrian activities.
- Provide a mix of commercial, civic, and office uses.
- Mix of different retail/personal service types.

The proposed use complies with the vision of the Downtown District on the Future Land Use Map of the Comprehensive Plan

Project Scope:

- The applicant is seeking approval of a Specific Use Permit (SUP) for a tattoo and body piercing establishment to occupy a tenant space in the existing 11,948 s.f. building.
- Tenant space for the tattoo and body piercing establishment would occupy approximately 927 s.f. of the existing building.
- Hours of operation would be from 10:00 a.m. to 10:00 p.m., Monday through Sunday.

Background:

Parking:

- Public parking is available to all Downtown patrons.
- Downtown Duncanville District does not require parking be provided onsite for occupants. The intent is to encourage pedestrian activity in the district by allowing patrons to park in one location and walk to various destinations within the area.
- The proposed use will not adversely impact parking and traffic in the area.

Signage:

- The site must comply with Article XII-L, Downtown Duncanville District Development Standards of the Zoning Ordinance and Chapter 16A Sign Guidelines of the Code of Ordinances regarding attached and freestanding signage.

Land Use:

- Every specific use permit shall be considered an amendment to the zoning district applicable to such property and shall authorize the specific use in addition to the uses permitted by right in the district.
- City council may impose conditions which shall be complied with by the grantee before certificate of occupancy may be issued by the building official.

Surrounding Land Use:

The subject property is immediately surrounded by office, residential, restaurant, and retail uses as part of the existing building. Additionally, the subject property is adjacent to a performing arts theater to the south.

- The subject property surrounding streets:
 - North - E Center Street
 - East – Hastings
 - South - Freeman Street
 - West - S Main Street

Future Land Use:

- The SUP is being requested to comply with Article XIII of the Zoning Ordinance to allow for a tattoo and body piercing establishment in the Downtown Duncanville ("DD") zoning district.
- The appropriateness of the use for the subject property must also be evaluated on whether the site can accommodate all the requirements of the Zoning Ordinance.
- A SUP may be issued for an unlimited or a limited period of time.
- Similar requests have included a one (1) year to five (5) year period with additional year automatic renewal periods.

Notifications:

- Seventeen (17) notices were sent out for this public hearing. As of this writing, one response in support has been received.

Recommendation:

On April 27, 2020, Planning and Zoning Commission, by vote of 6-1, recommended approval of an ordinance to amend existing district zoning to include a Specific Use Permit "SUP" to allow a tattoo and body piercing establishment with the following conditions:

- Property shall be developed in accordance with the floor plan, which is attached hereto as Exhibit B and is incorporated herein as special conditions.
- Property shall meet all city, state, and federal regulations for building and fire codes, and accessibility.
- The existing public parking available in the Downtown Duncanville District shall satisfy the parking needs for the use.
- Hours of operation shall be Monday through Sunday from 10:00 am to 10:00 pm.
- Five (5) year time limit with the option of five-year automatic renewals.

Mayor Gordon opened the Public Hearing at 7:41 p.m.

Mayor Gordon asked for anyone in favor to use the “raise your hand” option in ZOOM.

Bryan Kaeser, owner of MudHook – spoke in favor of the tattoo parlor.

Mariah Melton, 100 S Main, Ste 215 - spoke in favor of the tattoo parlor.

Juan Trejo, 212 N Main St. – spoke in favor of the tattoo parlor.

Hugo Gonzalez – spoke in favor of the tattoo parlor.

Rafael Dominguez – spoke in favor of the tattoo parlor.

Mayor Gordon asked for anyone in opposition to use the “raise your hand” option in ZOOM.

No one spoke.

Mayor Pro Tem Don McBurnett made a motion to close the Public Hearing, Councilmember Mark D. Cooks seconded the motion. The vote was cast 6 for, 0 against (Councilmember Monte Anderson was recused).

The Public Hearing was closed at 7:50 p.m.

Applicant Francisco Rosales stated he is committed to signing a five-year lease and had 140 signatures from citizens in favor of him opening a tattoo parlor at Main Station. Appointments will be by appointment only with one client per day for a more personalized session.

At-Large Councilmember Harvey voiced his support and commended Mr. Rosales; all parents desire for their children to grow up and become responsible citizens.

Councilmember Cooks commended Mr. Rosales from graduating from Duncanville High School and coming back to the community to start his business.

Mayor Gordon stated the Ordinance should state Mr. Rosales will abide by the State Laws for Tattoo Parlors.

Councilmember At-Large Patrick Harvey made a motion to approve the item as stated, Councilmember Joe Veracruz seconded the motion. The vote was cast 6 for, 0 against (Councilmember Monte Anderson was recused). Item passed.

III.5.B. Consider a Resolution approving the terms and conditions of Standard Form of Agreement RFQ #20-0011 with Brown Reynolds Watford Architects, Inc for Architectural and Engineering Design Services for Fire Station No. 1 in the amount of \$513,400.00.

Public Works Director Ramey presented the item. On November 6, 2018, a \$6M Bond for Fire Station No. 1 (Land / Design / Construction) was approved by the citizens of Duncanville.

Brown Reynolds Watford Architects (BRW) provides; previous experience working with CORE Construction, positive references, was established in 1984, offices in Dallas, College Station, Houston, TX and San Francisco, CA, and has designed over 200 fire facilities throughout Texas, including fire stations in Dallas, Cedar Hill, DeSoto, Mesquite, and Grand Prairie.

Contract Highlights

Basic Services	\$393,750.00
• Architectural Programming & Design • Mechanical-Electrical-Plumbing (MEP) Engineering • Structural Engineering • Interior Design • Signage • Site Layout for entire property • Public Forum **Assumes \$4.5M Construction Budget	
Additional Services	\$119,650.00
• Geotechnical Survey • Site boundary, Topographic, Tree Survey • Civil Engineering • Plat • Landscape & Irrigation Design • Storm Shelter 3rd Party Review • Technology & Audio-Visual Cabling Design • Access control, Video Surveillance & Radio, Alerting Infrastructure Design • Furniture Selection Package • Reimbursable Expenses Allowance	
Total Contract	\$513,400.00

Timeline

- 05/21/2020, Design Kick-off meeting
- TBD, Public Forum
- Spring 2021, Design Complete / Start Construction
- Fall 2022, Construction Complete

Gary DeVries, Principal and Stephen Hilt, Project Director of BRW Architects provided Council with their qualifications, experiences, and knowledge.

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

III.5.C. Consider amending Resolution 2020-026R2, extending and amending a State of Emergency as a result of the COVID-19 Virus; providing for Interim Public Safety Measures; Repealing all Resolutions in Conflict

City Manager Hugman presented the item. On Monday, April 27, 2020 Governor Greg Abbott issued Executive Order GA-18, related to the expanded reopening of services as part of the safe, strategic plan to Open Texas in response to the COVID-19 disaster. This executive order remains in effect until 11:59 p.m. on May 15, 2020. On Tuesday, March 12, Governor Abbott extended his disaster declaration related to the novel coronavirus, COVID-19. Therefore, it is appropriate for the City Council to further extend the Declaration of Local Disaster for Public Health Emergency for the city of Duncanville. The amended order incorporates the current Executive Orders of Governor Greg Abbott. The recommended extension is June 17, 2020, if the State repeals their order the City of Duncanville's order will automatically repeal.

City Attorney Hager stated Resolution No. 2020-026R2 put the City of Duncanville in alignment with Governor Abbott that includes the newest order issued on Monday, May 18, 2020.

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

III.5.D. Consider a Resolution Repealing the Establishment of the Duncanville Sister City Commission.

Mayor Gordon presented the item. A true Sister City relationship provides monetary and manufacturing exchange between both cities. Although the relationship has been friendly it does not define the true meaning of a Sister City relationship.

Councilmember Johnette Jameson made a motion to approve the item as stated, Mayor Barry L. Gordon seconded the motion. The vote was cast 4 for, 3 against (Councilmember At-Large Patrick Harvey, Councilmember Joe Veracruz, and Mayor Pro Tem Don McBurnett). Item passed.

**III.5.E. SELECTION OF SEARCH FIRM -
Action will be taken as minute entry.**

Mayor Pro Tem Don McBurnett made the motion:

"Motion to approve a contract with Strategic Government Resources (SGR) to provide search firm services to assist the City Council in the selection for the position of City Manager for the City of Duncanville in amount not to exceed \$26,500.00 and authorize the current City Manager to execute such contract."

Councilmember Joe Veracruz seconded the motion. The vote was cast 6 for, 0 against (Councilmember Jameson left the meeting resulting in an abstention). Item passed.

III.5.F. Take any necessary action as a result of the Executive Session.

No action on Item II.1

Item II.2

City Attorney Hager read:

Motion to authorize the City Attorney and City Manager to undertake the necessary legal action, including any court proceedings, to terminate the lease. Terminate the entrepreneurial agreement and foreclose secured interest or personal property with EON, including recovery of all future rent, past rent and costs in associated with the foreclosure and the termination of the lease in accordance with the lease agreement and accordance with the entrepreneurial agreement in accordance with the security interest.

No further action due to Executive Session.

Mayor Pro Tem Don McBurnett accepted the motion to approve the item as stated, At-Large Councilmember Patrick Harvey seconded the motion. The vote was cast 6 for, 0 against (Councilmember Jameson left the meeting resulting in an abstention).

III.6. STAFF AND BOARD REPORTS

III.6.A. Receive the Library Quarterly Report.

IV. ADJOURNMENT

The meeting was adjourned at 9:27 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



STAFF REPORT

MEETING: City Council - 02 Jun 2020

TITLE:

Consider a Resolution approving the Landscape Maintenance Agreement with the Texas Department of Transportation (TxDOT) for landscape improvements along U.S. Highway 67 Corridor.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

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

STAFF RESPONSIBLE:

Bryan G. Ramey II, P.E.

BACKGROUND/HISTORY:

In 2017, the Duncanville-Cedar Hill Landscape Corridor Master Plan was developed to provide for landscape and hardscape improvements at gateways and other areas of concentration along U.S. Highway 67. This master plan was submitted in June 2017 for a Texas Department of Transportation (TxDOT) Green Ribbon Program grant. On September 6, 2017, TxDOT awarded \$486,000.00 towards landscaping at the gateway in the vicinity of Wintergreen Road (shared with Cedar Hill), leaving a shortfall of over \$1 million remaining to complete the entire landscaping project.

In 2018, a contract to design landscaping and landscape icons for the U.S. Highway 67 corridor was awarded to Pacheco-Koch, and staff applied for additional Green Ribbon Program grant funding to implement the landscape design. On July 31, 2019, TxDOT awarded \$1,000,000.00 towards landscaping at the gateway in the vicinity of Cockrell Hill Road, which completes the irrigation & landscaping funding for this project. Hardscape elements, such as landscape icons, are not covered by the Green Ribbon Program funding.

In November 2019, City Council approved the landscape designs and the landscape icons for the Duncanville portion of the corridor centering around the Cockrell Hill Rd and Wintergreen Rd gateways (Attachment 2).

As we prepare to start construction on the US-67 landscape improvements in Fall 2020, there are several actions City Council will have to approve:

- TxDOT Landscape Maintenance Agreement (LMA). This agreement states the City is committed to the long-term care and maintenance of the landscape improvements (plants & irrigation) constructed with the Green Ribbon Grant funds (Attachment 1).

- TxDOT Advanced Funding Agreement (AFA). This agreement states the City will cover any additional costs of construction above the \$1,243,000.00 awarded under the Green Ribbon Grant program in the event that bids come in higher than estimated. Duncanville is still awaiting this document from TxDOT.

- Inter-Local Agreement (ILA). This agreement is with Cedar Hill. Cedar Hill Public Works will take the lead on the procurement action for the Landscaping construction contract. Both Cedar Hill and Duncanville will participate in construction quality assurance and each City will pay for their portion of construction. Cedar Hill will manage the construction contract and invoicing. This agreement also lays out the long-term landscape maintenance responsibilities at the Wintergreen Rd Gateway. Cedar Hill is responsible for the landscaping on the west side of the Wintergreen Rd Gateway (within Duncanville City Limits) and Duncanville is responsible for the east side of the Wintergreen Rd Gateway. Duncanville Public Works is still finalizing the ILA with Cedar Hill Public Works.

At this time, TxDOT is asking for the approved LMA. The AFA and ILA actions will come to Council for consideration later in the year.

POLICY EXPLANATION:

Council approval is required to enter into this agreement with TxDOT. The approved Landscape Maintenance Agreement is required before TxDOT releases Green Ribbon Grant funding for construction.

FUNDING SOURCE:

No funding is required at this time; however, starting FY22, the costs for maintaining the US-67 corridor will be incorporated into the Parks Division's annual landscaping budget.

RECOMMENDATION:

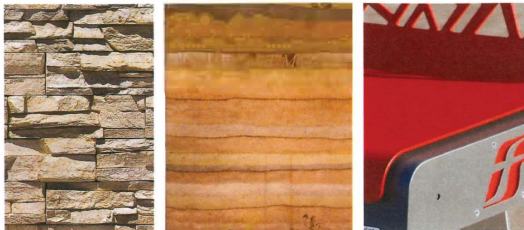
Staff recommends approval of the Landscape Maintenance Agreement with the Texas Department of Transportation (TxDOT) for landscape improvements along U.S. Highway 67 Corridor.

ATTACHMENTS:

[Attachment 1 - US 67 Landscape Icon with Slides](#)

[Attachment 2 - Resolution No. - 2020-041 - w/Exhibits](#)

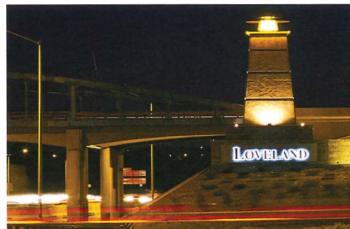
Concept A-1



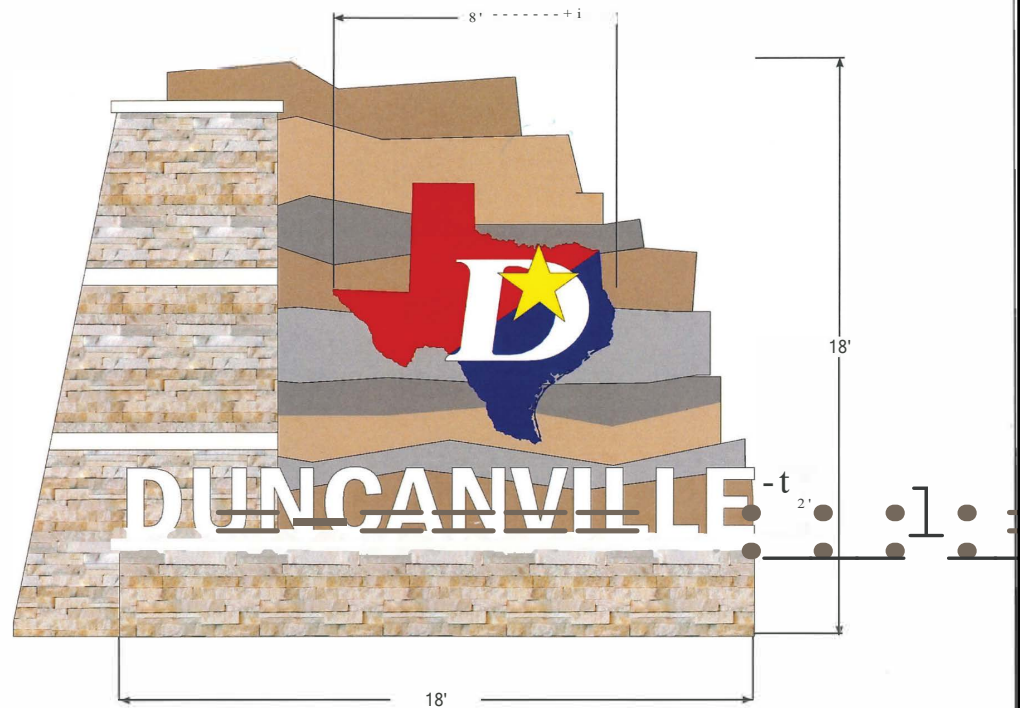
Stone Veneer + Smooth & Colored Concrete



Acrylic Reverse Channel Letters



Uplighting



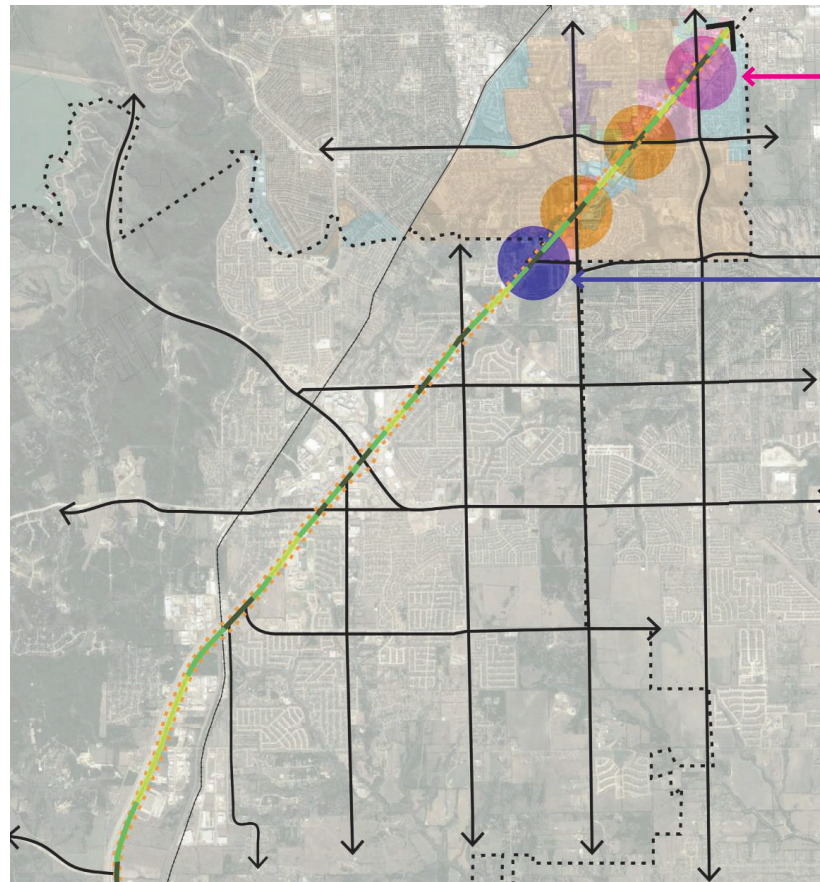
State Highway 67 Corridor
Duncanville, Texas
November, 2019

Landscape Icons



US 67 at Cockrell Hill & Wintergreen

	US 67 Design Guidelines: Planting and Landscape Icon Concepts
2017	2017-06-15: Grant Application FY2018 for Wintergreen Intersection - Postponed Grant Award
	2018-02-22: Began Construction Documents for US 67 Gateways at Wintergreen & Cockrell Hill
	2018-04-27: Landscape Icon Presentation to City Staff
2018	2018-05-09: Submit 60% Plans to TxDOT
	2018-05-15: Green Ribbon + Landscape Icon presentation to Council
	2018-05-30: FY2019 Green Ribbon Grant Application for Cockrell Hill - No Award
	2019-03: New City Logo Approved
	2019-05-29: Revised Landscape Icon Options
	2019-05-31: FY2020 Green Ribbon Grant Application for Cockrell Hill - Awarded the Grant
	2019-08-15: Meeting with TxDOT - Project Kick-off
2019	2019-09-05: Revised Landscape Icon Options
	2019-09-30 Submit 60% Combined Package - Duncanville + Cedar Hill
	2019-11-05: Present Landscape Icon Options to City Council
	2019-11-19: City Council Resolution on Landscape Icon
	2019-11-25: Submit 95% Plans to TxDOT
	2019-12-21: Submit Final Package to TxDOT
	2020-04: Project Let Date*
2020	2020-06: US 67 Road Construction Complete* Green Ribbon Construction to Start*
	2020-12: Construction Complete*
	*Tentative Dates



Landscape Icon Location 1
Cockrell Hill

Landscape Icon Location 2
Wintergreen

- Northern Gateway
- Future Area of Emphasis
- Southern Gateway



State Highway 67 Corridor
Duncanville, Texas
November, 2019

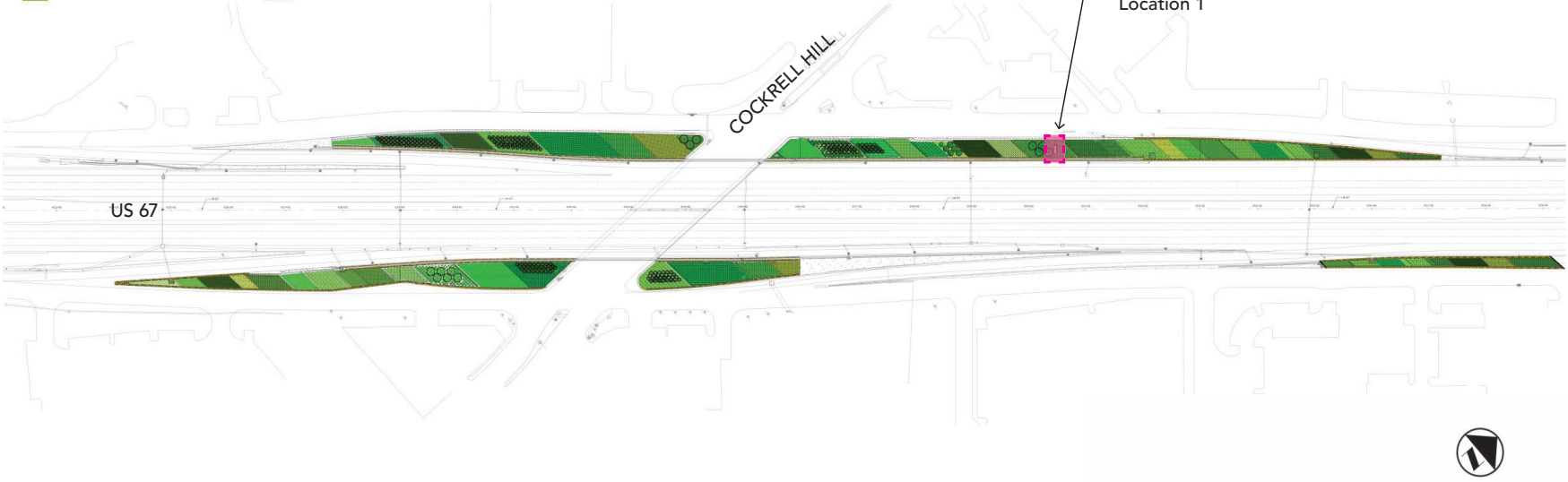
City Gateways



Cockrell Hill

PLANT SCHEDULE

LARGE SHRUBS									SMALLER SHRUBS		
CODE	BOTANICAL / COMMON NAME		CODE	BOTANICAL / COMMON NAME		CODE	BOTANICAL NAME		CODE	BOTANICAL / COMMON NAME	
LD	ILEX DECIDUA POSSESSUM HOLLY	ML2	MUELENBERGIA CAPILLARIS 'LEICA' REGAL NEST PINK MYRTLE	YA	YUCCA ALI SPANISH DAGGER	EG2	BOULEGOLA GRACILIS BLUE GRAMA				
JD	JUNIPERUS CHINENSIS 'BLUE POINT' BLUE POINT JUNIPER	ML3	MUELENBERGIA LINDHEIMERI LINDHEIMER'S MYRTLE	YT3	YUCCA PARVIFLORA RED YUCCA	ERC	ERAGROSTIS CURVULSA WEEPING LOVEGRASS				
MYC	MYRTICA CERIFERA WAX MYRTLE	OC3	OPUNTIA CACAHUAPA 'ELUSIANA' SPINELESS PRICKLY PEAR	YC2	YUCCA RECURVIFOLIA SOFT LEAF YUCCA						
SHRUB AREAS						GROUND COVERS					
CODE	BOTANICAL / COMMON NAME		CODE	BOTANICAL NAME		CODE	BOTANICAL NAME				
LF2	LEUCOPHYLLUM FRUTESCENS TEXAS SAGE	SG3	SALVIA GREGGII AUTUMN SAGE	X4C	4-6 COBBLE						
LK	LITRIS SPICATA 'KOROLD' SPIKE GAYFEATHER	SC3	SANTOLINA CHAMACEYPARISBUS LAVENDER COTTON								



State Highway 67 Corridor
Duncanville, Texas
November, 2019

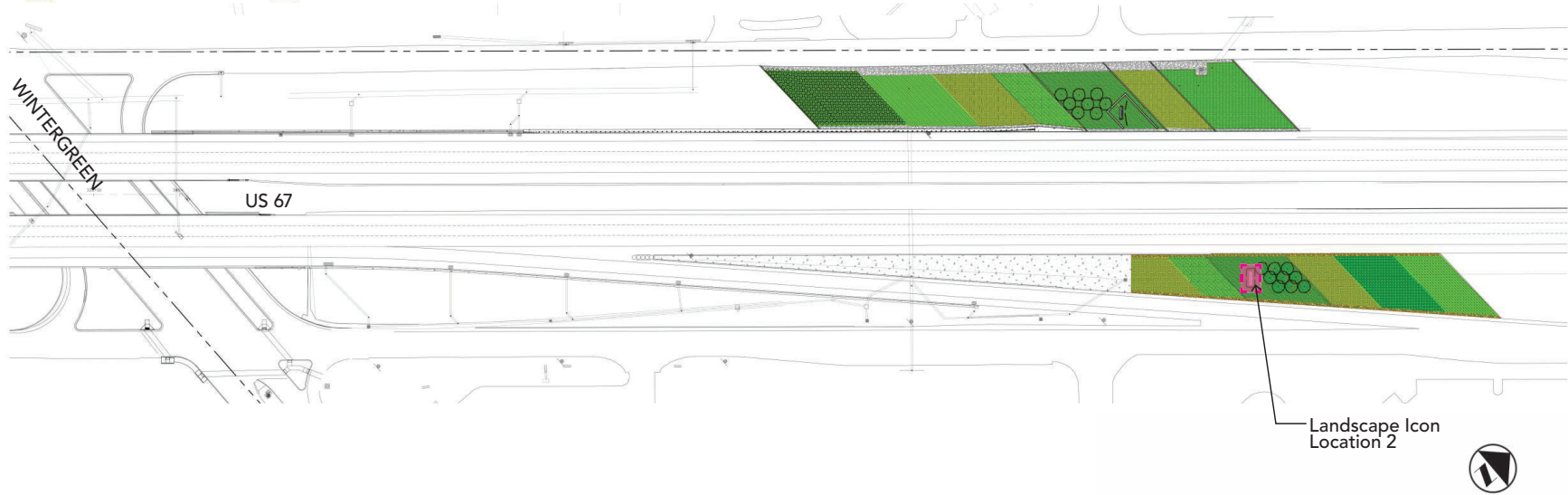
Planting Plan



Wintergreen

PLANT SCHEDULE

LARGE SHRUBS						SMALLER SHRUBS		
CODE	BOTANICAL / COMMON NAME		CODE	BOTANICAL / COMMON NAME		CODE	BOTANICAL / COMMON NAME	
LD	ILEX DECIDUA FOSSUMHAW HOLLY		ML2	MUEHLENBERGIA CAPILLARIS 'LENICA' REDAL MOST PINK MUILY		YA	YUCCA ALI SPANISH DAGGER	
JB	JUNIPERUS CHINENSIS 'BLUE POINT' BLUE POINT JUNIPER		ML3	MUEHLENBERGIA LINDHEIMERI LINDHEIMER'S MUILY		YF3	YUCCA PARVIFLORA RED YUCCA	
MYC	MYRTICA CERIFERA WAX MYRTLE		OCS	OPUNTIA CACANAPA 'TULSANA' SPINELESS PRICKLY PEAR		YC2	YUCCA RECURVIFOLIA SOFT LEAF YUCCA	
SHRUB AREAS						GROUND COVERS		
CODE	BOTANICAL / COMMON NAME		CODE	BOTANICAL NAME		CODE	BOTANICAL NAME	
LP2	LEUCOPHYLLUM FRUTESCENS TEXAS SAGE		SG3	SALVIA GREGGII AUTUMN SAGE		X4C	4-8 COBBLE	
LK	LIATRIS SPICATA 'KOBOLD' SPRINKLE GRAYFEATHER		SC3	SANTOLINA CHAMAECYPARISSUS LAVENDER COTTON				



State Highway 67 Corridor
Duncanville, Texas
November, 2019

Planting Plan



ATTACHMENT 1

NATIVES & NEAR NATIVES

The plant palate for US 67 is a combination of low water natives and near natives. Once established these plants will require a low level of maintenance and can thrive in our North Central Texas climate. A mixture of evergreen, perennial and self seeding plants were selected and used in a way that will provide year round performance with displays in different seasons. For example, in winter the showy Possumhaw will lose all its leaves, and become covered in red berries. In the spring lavender cotton and the red yucca will begin to bloom followed by the native Gayfeather. In the fall the Pink Muhly Grass will go from green to a stark purple.



POSSUMHAW HOLLY



SPINELESS PRICKLY PEAR



PINK MUHLY GRASS



BLUE POINT JUNIPER



BLUE GRAMA



WEEPING LOVE GRASS



LAVENDER COTTON



GAYFEATHER



SPANISH DAGGER



AUTUMN SAGE



RED YUCCA



SOFT LEAF YUCCA



TEXAS SAGE



WAX MYRTLE



LINDHEIMER MUHLY



NATIVE SUN TURF



State Highway 67 Corridor
Duncanville, Texas
November, 2019

Plant Palate



RESOLUTION NO. 2020-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE LANDSCAPE MAINTENANCE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR LANDSCAPE IMPROVEMENTS ALONG U.S. HIGHWAY 67 CORRIDOR; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City was awarded funding the Texas Department of Transportation (TxDOT) Green Ribbon Grant Program of \$1,486,000.00 towards landscape improvements along the U.S. Highway 67 corridor; and

WHEREAS, the City is dedicated to the long-term maintenance of the landscape improvements.

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

SECTION 1. That the City Council hereby approves the Landscape Maintenance Agreement with the Texas Department of Transportation (TxDOT) for the long-term maintenance of landscape improvements constructed as part of the Green Ribbon Grant Program along U.S. Highway 67 Corridor, attached hereto and incorporated herein as Exhibit "A".

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

SECTION 3. That 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 2nd day of June, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



Exhibit A
LANDSCAPE MAINTENANCE AGREEMENT

Form 2043
 (Rev. 10/18)
 Page 1 of 3

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

This AGREEMENT made this _____ day of _____, 20____, by and between the Texas Department of Transportation, hereinafter referred to as the "State," and the City of Duncanville Texas, acting by and through its duly authorized officers, hereinafter called the "City".

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the State and the City have entered into a Municipal Maintenance Agreement dated July 11, 1994, **the provisions of which are incorporated herein by reference**, and wherein the City has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

WHEREAS, the State has existing and proposed landscape improvements, such as, but not limited to, the installation of tree, shrub, and turf plantings, irrigation systems, and other aesthetic elements for areas within the right of way of state highway routes within the City as shown on Attachment "A"; and

WHEREAS, the State will provide funding for such landscape improvements, provided that the City agrees to be responsible for the installation and all required maintenance of the landscape improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

Contract Period

This Agreement becomes effective upon the date of final execution by the State, and shall remain in effect until terminated or modified as hereinafter provided.

Coverage

This agreement prescribes the responsibilities of the State and the City relating to the installation and maintenance of landscape elements on non-controlled access state highways, as defined in the Municipal Maintenance Agreement, and described and graphically shown as "State Maintained and Operated" in that agreement.

Amendment

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

State's Responsibilities

The State may install landscape elements including but not limited to trees, shrubs, groundcovers, grasses, and irrigation systems (sidewalks and hardscape features, will not be funded in accordance with the Green Ribbon Program) through its employees or duly appointed agents.

City's Responsibilities

The City may install landscape elements including but not limited to trees, shrubs, groundcovers, grasses, and irrigation systems, (sidewalks and hardscape features, will not be funded through the Green Ribbon Program) through its employees or duly appointed agents through the local letting process. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards, and must be approved by the State in writing prior to any work being performed.

The City shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel during non-peak travel times and utilizing appropriate traffic control. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. The City will be responsible for all utility costs associated with maintaining landscape elements. All landscape elements must be maintained in a functional and aesthetically pleasing condition.

TERMINATION

It is understood and agreed between the parties hereto that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the City terminate this agreement, as prescribed here above, the City shall, at the option of the State, reimburse any reasonable costs incurred by the State.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of _____ on the _____ day of _____, year _____, and the Texas Department of Transportation, on the _____ day of _____, year _____.

ATTEST:

THE STATE OF TEXAS

CITY OF _____
By _____
(Title of Signing Official)

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and the established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

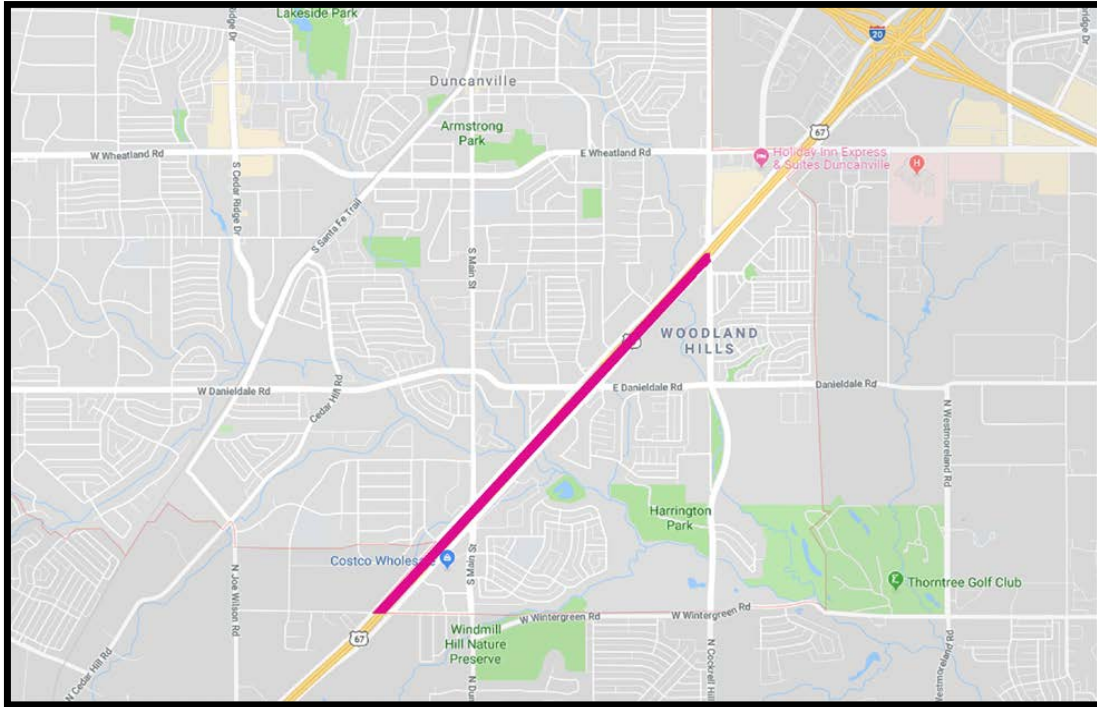
By _____
Mohamed K. Bur
Dallas District Engineer

List of Attachments:

Attachment A – Landscape Improvements – Project Location Map

A

Exhibit A
ATTACHMENT A
CITY OF DUNCANVILLE FY 2020 GREEN RIBBON PROJECT
PROJECT LOCATION MAP
CSJ 0261-02-080



CITY OF DUNCANVILLE FY 2020 GREEN RIBBON

Project Limits:

Within Texas Department of Transportation State Right of Way of US 67- starting just north of the intersection of US 67 & Cockrell Hill Road ending just north of the intersection of US 67 & Wintergreen Rd.

City maintained: Landscape, Planting, Groundcover and Irrigation



STAFF REPORT

MEETING: City Council - 02 Jun 2020

TITLE:

Consider a Resolution authorizing a Cooperative Purchasing Agreement with Sam Pack's Five Star Ford LTD. through The Local Government Purchasing Cooperative (BuyBoard) Contract #601-19 in the expenditure amount of \$117,758.00.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

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

STAFF RESPONSIBLE:

Bryan G. Ramey, P.E., Director of Public Works
Asa Low, Equipment Services Superintendent
Sheila Baker, Procurement Manager

BACKGROUND/HISTORY:

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

This year, three (3) Ford ½ ton pickups and one (1) Ford 1-ton cargo van are being replaced due to a combination of miles and age. These units include one (1) 2008 Ford F-150 pickup with approximately 60,000 miles, one (1) 2008 Ford F-150 pickup with approximately 74,000 miles, one (1) 2010 Ford F-150 pickup with approximately 123,000 miles, and one (1) 2002 Ford E-350 cargo van with approximately 25,000 miles. Each of these F-150 have had transmission repairs performed on them and are reaching an age where, historically, more repairs are going to be needed.

The two 2008 F-150 trucks were pushed out five years on the Fleet Rotation Schedule. The 2010 F-150 truck was not pushed out on the schedule; however, due to the age and mileage on this truck, it is recommended to be replaced and was not pushed back.

The cargo van was pushed out eight years on the Fleet Rotation Schedule. It is used by the Police Department's Tactical Team. This van is grossly under-sized for its purposes. The members of the team must bend over wearing their tactical gear and cannot enter and exit in a safe and efficient manner. The new van is larger and will better accommodate the Tactical Team.

During the FY20 budget process, the City Council allocated \$139,486.00 toward the replacement of identified vehicles. The City currently uses a Fleet Replacement Fund to pay for vehicle and equipment replacement.

The above referenced items are for the purchase of three (3) F-150 light duty pickup trucks and one (1) E-350 cargo van. The acquisition includes: one (1) ½-ton pickup for the Parks Department, one (1) ½-ton pickup for the Traffic Operations Division of the Public Works Department, one (1) ½-ton pickup for the Animal Control Division of the Police Department, and one (1) Cargo van as a tactical unit for the Police Department. These units are critical components of the City of Duncanville's ability to maintain an acceptable level of service to its citizens. The purchase of these vehicles will reduce maintenance costs, improve safety and reliability, and increase fuel economy.

The purchasing process includes reviewing vendors with cooperative purchasing agreements, including the Texas Procurement and Support Services (TPASS – Texas Smartbuy), The Local Government Purchasing Cooperative (Buyboard), the Houston-Galveston Area Council of Governments (HGAC), and the Tarrant County Purchasing Cooperative to attain the best available pricing. Each cooperative purchasing agreement includes competitive bids from multiple vendors from around the state. This results in lower pricing than what a local vendor is typically able to provide. In the past, the City has sought bids from local vendors but has received minimal response with some bids not meeting the required vehicle specifications.

These vehicles are among a multitude of automobile products that are available from Sam Pack's Five Star Ford LTD. through The Local Government Purchasing Cooperative (BuyBoard) Contract #601-19. The City contract file is #601-19. This authorization complies with Texas Local Government Code Section 271.102 and satisfies any state law requiring competitive bids.

POLICY EXPLANATION:

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any State law requiring that the local government seek competitive bids for purchase of the item. TIPS contracts are competitively bid to increase and simplify the purchasing power of entities across the State of Texas. The Texas Local Government Code Chapters 271 and 791 allows for government agencies to voluntarily participate in these cooperative arrangements.

FUNDING SOURCE:

\$139,486.00 is available in the Fleet Rotation Fund budget for this expenditure.

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing A Cooperative Purchasing Agreement with Sam Pack's Five Star Ford LTD. through The Local Government Purchasing Cooperative (BuyBoard) Contract #601-19 in the expenditure amount of \$117,758.00.

ATTACHMENTS:

[Attachment 1 - Sams Pack's Five Star Ford](#)

[Attachment 2 - Resolution 2020-045 - Fleet Vehicle Purchase from Sam Pack's Five Star Ford LTD](#)

SAM Search Results
List of records matching your search for :

Search Term : SAMS PACK'S FIVE STAR FORD*
Record Status: Active

No Search Results

RESOLUTION NO. 2020-045

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

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

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with The Local Government Purchasing Cooperative (BuyBoard) for products and services; and

WHEREAS, The Local Government Purchasing Cooperative (BuyBoard) has taken sealed bids for Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor; and

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

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

SECTION 1. That the City Council of the City of Duncanville, hereby awards a bid and approves the procurement of three light duty trucks and a cargo van for Contract #RFO-20-0011 from Sam Pack's Five Star Ford LTD through The Local Government Purchasing Cooperative (BuyBoard) Contract #601-19 in the expenditure amount of \$117,758.00.

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

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

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

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



EXHIBIT A

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

November 6, 2019

Sent Via Email: bidtx@spford.com

Alan Rosner
Sam Pack's Five Star Ford
1635 IH 35E
Carrollton, TX 75006

Welcome to BuyBoard!

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, Proposal No. 601-19

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2019 through 11/30/2020, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 601-19 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide
2. BuyBoard License and Identity Standards

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.

EXHIBIT A

12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com**PROPOSER'S AGREEMENT AND SIGNATURE****Proposal Name:** Vehicles, Heavy Duty Trucks,
Police Motorcycles, Parts, and Service Labor**Proposal Due Date/Opening Date and Time:**
August 1, 2019 at 4:00 PM**Proposal Number:** 601-19**Location of Proposal Opening:**
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759**Contract Time Period:** December 1, 2019
through November 30, 2020 with two (2) possible
one-year renewals.**Anticipated Cooperative Board Meeting Date:**
October 2019Sam Pack's Five Star Ford

Name of Proposing Company

08/23/2019

Date

1635 IH 35E

Street Address

Signature of Authorized Company Official

Carrollton Texas 75006

City, State, Zip

Alan J Rosner

Printed Name of Authorized Company Official

972.446.5031 x6

Telephone Number of Authorized Company Official

Director

Position or Title of Authorized Company Official

972.245.5278

Fax Number of Authorized Company Official

75-1007322

Federal ID Number

EXHIBIT A

12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com**VENDOR CONTACT INFORMATION**Name of Company: Sam Pack's Five Star FordVendor Proposal/Contract Contact Name: Alan J RosnerVendor Proposal/Contract Contact E-mail Address: bidtx@spford.com - alanr@spford.comVendor Contact Mailing Address for Proposal/Contract Notices: PO BOX 110098 Carrollton Texas 75011Company Website: www.spford.com

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

- ☒ I will use the internet to receive purchase orders at the following address:
- Purchase Order E-mail Address: bidtx@spford.com
- Purchase Order Contact: Alan Rosner Phone: 972.446.5031
- Alternate Purchase Order E-mail Address: alanr@spford.com
- Alternate Purchase Order Contact: Alan Rosner Phone: 972.446.5031
- ☐ Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: bidtx@spford.com

RFQ Contact: Alan Rosner Phone: 972.446.5031

Alternate RFQ E-mail Address: alanr@spford.com

Alternate RFQ Contact: Alan Rosner Phone: 972.446.5031



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Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: PO BOX 110098 **Department:** FLEET

City: Carrollton **State:** Texas **Zip Code:** 75011

Contact Name: Sauna Hood **Phone:** 972.446.5031

Invoice Fax: 972.245.5278 **Invoice E-mail Address:** bidtx@spford.com

Alternative Invoice E-mail Address: shood@spford.com

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: _____ **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Billing Agent Contact Name: _____ **Phone:** _____

Billing Agent Fax: _____ **Billing Agent E-mail Address:** _____

Alternative Billing Agent E-mail Address: _____

☐ In lieu of my company, I request and authorize service fee invoices to be provided to the Designated Dealer(s) receiving the purchase order(s) to which the invoiced service fees relate at the address and contact information designated on my company's Dealer Designation form as provided to the Cooperative administrator.**

**** If Vendor authorizes a billing agent or Designated Dealer(s) to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.**

EXHIBIT A

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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

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

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

Please check (✓) one of the following:

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

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Sam Pack's Five Star Ford

Company Name

Alan J Rosner

Printed Name

Signature of Authorized Company Official

DEBARMENT CERTIFICATION

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

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Sam Pack's Five Star Ford

Company Name

Alan J Rosner

Printed Name

Signature of Authorized Company Official

EXHIBIT A

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RESIDENT/NONRESIDENT CERTIFICATION

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

Please check (✓) one of the following:

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

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

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

Company Name _____

Address _____

City _____

State _____

Zip Code _____

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

B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

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

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

Please check (✓) one of the following:

☐ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Signature of Authorized Company Official _____

Company Name _____

Printed Name _____

EXHIBIT A

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NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

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

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Signature of Authorized Company Official

Sam Pack's Five Star Ford

Company Name

Alan J Rosner

Printed Name

Note: If REP does not wish to make this certification, return the blank form in lieu of a completed certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

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

Signature of Authorized Company Official

Sam Pack's Five Star Ford

Company Name

Alan J Rosner

Printed Name

EXHIBIT A



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

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

☐ **Minority Owned Business**

☐ **Women Owned Business**

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

Certification Number:

Name of Certifying Agency:

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

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Sam Pack's Five Star Ford

Company Name

Alan J Rosner

Printed Name

Signature of Authorized Company Official

A large, stylized handwritten signature in black ink, which appears to read "Alan J Rosner". The signature is written over the printed name and extends across the signature line.

EXHIBIT A

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

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

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Sam Pack's Five Star Ford

Company Name

Alan J Rosner

Printed Name

Signature of Authorized Company Official

Date

EXHIBIT A

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

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

Please check (✓) one of the following:

- ☐ **No;** Deviations
☒ **Yes;** Deviations

Information presented by the vendor has been accepted by BuyBoard.

Connie W Burkett, CTSBO
 BuyBoard Contract Administrator

List and fully explain any deviations you are submitting:

Some vehicles are no longer available from Ford and therefore are being
 no-bid.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☐ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☒ Other:

Professional Drivers or wheels up transport

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 90-120 ARO

4. Vendor Reference/Quote Number: _____

5. State your return policy: Customer has 5 days to inspect and return vehicle.

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

Sam Pack's Five Star Ford

Company Name

Signature of Authorized Company Official

Alan J Rosner

Printed Name

EXHIBIT A

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LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

No other locations

Company Name _____

Address _____

City _____

State _____

Zip _____

Phone Number _____

Fax Number _____

Contact Person _____

Company Name _____

Address _____

City _____

State _____

Zip _____

Phone Number _____

Fax Number _____

Contact Person _____

EXHIBIT A

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

None

Designated Dealer Name

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (***attach W-9**)

Designated Dealer Contact Person

Your Company Name

Signature of Authorized Company Official

EXHIBIT A

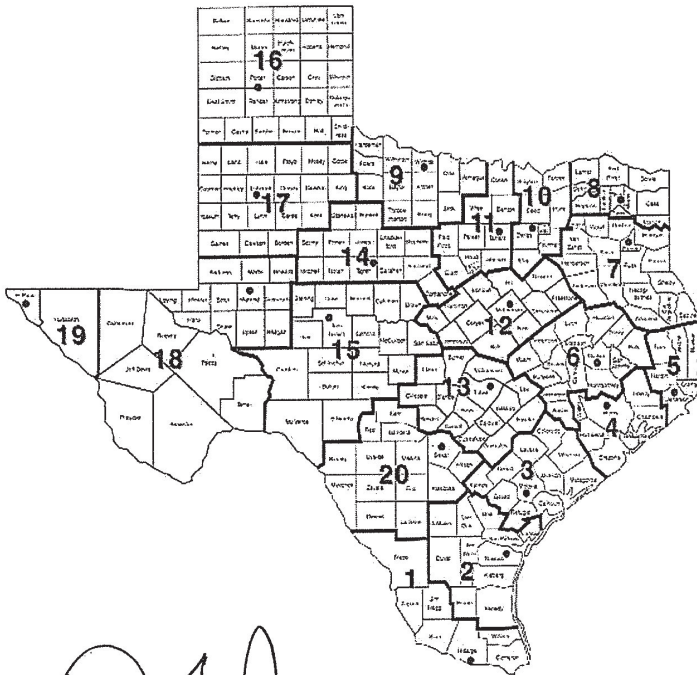


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TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region Headquarters

- | | | |
|--------------------------|----|----------------|
| ☐ | 1 | Edinburg |
| ☐ | 2 | Corpus Christi |
| ☐ | 3 | Victoria |
| ☐ | 4 | Houston |
| ☐ | 5 | Beaumont |
| ☐ | 6 | Huntsville |
| ☐ | 7 | Kilgore |
| ☐ | 8 | Mount Pleasant |
| ☐ | 9 | Wichita Falls |
| ☐ | 10 | Richardson |
| ☐ | 11 | Fort Worth |
| ☐ | 12 | Waco |
| ☐ | 13 | Austin |
| ☐ | 14 | Abilene |
| ☐ | 15 | San Angelo |
| ☐ | 16 | Amarillo |
| ☐ | 17 | Lubbock |
| ☐ | 18 | Midland |
| ☐ | 19 | El Paso |
| ☐ | 20 | San Antonio |

Sam Pack's Five Star Ford

Company Name

Signature of Authorized Company Official

Alan J Rosner

Printed Name

- ☐ I will not service members of the Texas Cooperative.

EXHIBIT A



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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:



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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (✓) all that apply:

☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|---|
| ☐ Alabama | ☐ Nebraska |
| ☐ Alaska | ☐ Nevada |
| ☐ Arizona | ☐ New Hampshire |
| ☐ Arkansas | ☐ New Jersey |
| ☐ California (Public Contract Code 20118 & 20652) | ☐ New Mexico |
| ☐ Colorado | ☐ New York |
| ☐ Connecticut | ☐ North Carolina |
| ☐ Delaware | ☐ North Dakota |
| ☐ District of Columbia | ☐ Ohio |
| ☐ Florida | ☐ Oklahoma |
| ☐ Georgia | ☐ Oregon |
| ☐ Hawaii | ☐ Pennsylvania |
| ☐ Idaho | ☐ Rhode Island |
| ☐ Illinois | ☐ South Carolina |
| ☐ Indiana | ☐ South Dakota |
| ☐ Iowa | ☐ Tennessee |
| ☐ Kansas | ☐ Texas |
| ☐ Kentucky | ☐ Utah |
| ☐ Louisiana | ☐ Vermont |
| ☐ Maine | ☐ Virginia |
| ☐ Maryland | ☐ Washington |
| ☐ Massachusetts | ☐ West Virginia |
| ☐ Michigan | ☐ Wisconsin |
| ☐ Minnesota | ☐ Wyoming |
| ☐ Mississippi | |
| ☐ Missouri | |
| ☐ Montana | |

EXHIBIT A



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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Sam Pack's Five Star Ford

Company Name

Alan J Rosner

Printed Name

Signature of Authorized Company Official

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

EXHIBIT A



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Sam Pack's Five Star Ford

Name of Vendor

601-19

Proposal Invitation Number

Alan J Rosner

Printed Name of Authorized Company Official

Signature of Authorized Company Official

08/23/2019

Date



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FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$_____. (The period of the 12 month period is ____/____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	NO		
2. T-PASS (State of Texas)	YES		Vehicles
3. U.S. Communities Purchasing Alliance	NO		
4. National IPA/TCPN	NO		
5. Houston-Galveston Area Council (HGAC)	NO	Yes - 2010-2018	Vehicles
6. National Joint Powers Alliance (NJPA)	NO		
7. E&I Cooperative	NO		
8. The Interlocal Purchasing System (TIPS)	NO		
9. Other	Tarrant County		Vehicles

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 2.5

Proposed Discount (%): 3

Explanation: _____

EXHIBIT A



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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Sam Pack's Five STar Ford

Company Name

Alan J Rosner

Printed Name

Signature of Authorized Company Official

EXHIBIT A

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. City of Dallas - Santiago Solis		214.671.9395			Volume over 2000
2. City of Richardson - Ernie Ramos		972.744.4421			Volume over 100
3. Town of Flower Mound - Deats Stewart		817.229.6725			Volume over 100
4. Texas Smartbuy - Vendor Performance Website					Volume over 10,000
5. Tarrant County - Cooperative - Jack Beachum					100 E Weatherford Ft. Worth

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

Government Pricing is a function of Ford's discount.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Sam Pack's Five Star Ford

Company Name

Signature of Authorized Company Official

Alan J Rosner

Printed Name

EXHIBIT A



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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

Our responsibilities for marketing rest with our team getting the word out to our over 1700 customers who have purchased vehicles from us since 2004. Our first co-operative contract came by way of the state of Texas in 2005 and we have sold between 1500 and 2200 vehicles annually. This includes our E-Media and website advertising as a vendor not to mention our presence at the various trade shows across the state.

Sam Packs Five Star Ford

Company Name

Signature of Authorized Company Official

Alan J Rosner

Printed Name



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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

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

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

Please check (✓) one of the following:

☒

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

☐

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

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

Confidential / Proprietary Information:

(Attach additional sheets if needed.)



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B. Copyright Information

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

Please check (✓) one of the following:



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



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

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

Copyright Information: _____

(Attach additional sheets if needed.)

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

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

D. Consent to Release Proposal Tabulation

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

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Sam Pack's Five Star Ford

Company Name

Signature of Authorized Company Official

Alan J Rosner

Printed Name

08/23/2019

Date



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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Sam Pack's Five Star Ford

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

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor _____
 Corporation _____
 Limited Liability Company xxx _____
 Partnership _____
 Other _____

If other, identify _____

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 75-1007322

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

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

Sam Pack's Five Star Ford of Carrollton

EXHIBIT A

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>Sam Pack's Five Star Ford</u>		
2 Business name/disregarded entity name, if different from above _____		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate	
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	☐ Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions. <u>PO Box 110098</u>		Requester's name and address (optional) _____
6 City, state, and ZIP code <u>Carrollton TX 75011</u>		
7 List account number(s) here (optional) _____		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
75-1007322	22

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>4/20/18</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



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EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

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

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

1. Vendor Violation or Breach of Contract Terms:

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

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

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

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

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



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3. Equal Employment Opportunity:

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

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

4. Davis-Bacon Act:

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

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

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

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.



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7. Clean Air Act and Federal Water Pollution Control Act:

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

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

8. Debarment and Suspension:

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

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

9. Byrd Anti-Lobbying Amendment:

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

10. Procurement of Recovered Materials:

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

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

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

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	YES	AJR
2. Termination for Cause or Convenience	YES	AJR
3. Equal Employment Opportunity	YES	AJR
4. Davis-Bacon Act	YES	AJR
5. Contract Work Hours and Safety Standards Act	YES	AJR
6. Right to Inventions Made Under a Contract or Agreement	YES	AJR
7. Clean Air Act and Federal Water Pollution Control Act	YES	AJR
8. Debarment and Suspension	YES	AJR
9. Byrd Anti-Lobbying Amendment	YES	AJR
10. Procurement of Recovered Materials	YES	AJR
11. Profit as a Separate Element of Price	YES	AJR
12. General Compliance and Cooperation with Cooperative Members	YES	AJR

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Sam Pack's Five Star Ford

Company Name

Signature of Authorized Company Official

Alan J Rosner

Printed Name



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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Sam Pack's Five Star Ford was established in February of 1980. The government sales division was formed in 2004 and began selling on contract that year.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Alan Rosner has been with SPF for 16 years. His fleet managers have been working for him for at least 5 years or more.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

The dealership currently has a floor plan limit of over forty million dollars. This is enough to support any business capital required.

EXHIBIT A



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4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No.

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Sam Pack's Five Star Ford

Company Name

Signature of Authorized Company Official

EXHIBIT A



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature**
- ☒ Completed: **Vendor Contact Information**
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☒ Completed: **Resident/Nonresident Certification**
- ☒ Completed: **No Israel Boycott Certification**
- ☒ Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☒ Completed: **Historically Underutilized Business (HUB) Certification**
- ☒ Completed: **Construction Related Goods and Services Affirmation**
- ☒ Completed: **Deviation/Compliance**
- ☒ Completed: **Location/Authorized Seller Listings**
- ☒ Completed: **Manufacturer Dealer Designation**
- ☒ Completed: **Texas Regional Service Designation**
- ☒ Completed: **State Service Designation**
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☒ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Completed: **Governmental References**
- ☒ Completed: **Marketing Strategy**
- ☒ Completed: **Confidential/Proprietary Information**
- ☒ Completed: **Vendor Business Name with IRS Form W-9**
- ☒ Completed: **EDGAR Vendor Certification**
- ☒ Completed: **Proposal Invitation Questionnaire**
- ☒ Completed: **Required Forms Checklist**
- ☐ Completed: **Proposal Specification Form with Catalogs/Pricelist, Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Applicable Dealer License and Vehicle Options List**
**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees (*i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre-delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.*) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Ford Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
110	Ford Fusion S (POG)	Mid Size Sedan	Ford Fusion S Sedan (POG) - Fusion S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ 15346	Ford Fusion S	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
111	Ford Fiesta S (P4A)	Compact Sedan	Ford Fiesta S Sedan (P4A) - Fiesta S trim package; 1.6L I4 engine, complete with all manufacturer's standard equipment.	\$ NO BID	Vehicle is no longer being produced	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
112	Ford Mustang (P8A)	Coupe	Ford Mustang V6 (P8A) - Two door, 3.7L V6 engine, complete with all manufacturer's standard equipment.	\$ NO BID	Model has been discontinued -	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

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PROPOSAL SPECIFICATION FORM

EXHIBIT A



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

EXHIBIT A

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
113	Ford Police Responder FWD (P0A)	Law Enforcement Sedan FWD	Ford Police Responder Sedan (P0A) - FWD, Four door, 2.0L HEV engine complete with all manufacturer's standard equipment.	\$ <u>23665</u>	Ford Responder - P0A	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
114	Ford Police Interceptor Sport Utility AWD (K8A)	Law Enforcement Sport Utility AWD	Ford Police Interceptor Sport Utility (K8A) - AWD, 3.3L HEV engine complete with all manufacturer's standard equipment.	\$ <u>31564</u>	Ford - Police Interceptor Utility K8A	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
115	Ford Expedition Special Services Package (U1F-102A)	Law Enforcement Sport Utility, Full Size	Ford Expedition SSV Utility (U1F-102A) - 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ <u>32111</u>	Ford - Expedition SSV U1F	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
116	Ford Explorer (K7B)	Sport Utility	Ford Explorer Base Sport Utility (K7B) - Explorer base package; 2.3L EcoBoost I4 engine, complete with all manufacturer's standard equipment.	\$ <u>24719</u>	Ford Explorer - K7B	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
117	Ford Expedition XL (U1F-100A)	Sport Utility	Ford Expedition XL Sport Utility (U1F-100A) - Expedition XL Trim Package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ <u>33947</u>	Ford Expedition - XL 100A pkg	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

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EXHIBIT A



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.¹⁾)

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
118	Ford Expedition XL Extended Length (K1F- 100A)	Sport Utility, Extended Length	Ford Expedition EL Sport Utility (K1F-100A) - Expedition XL Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ 37528	Ford - Expedition K1F 100a	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
119	Ford Expedition Special Services Package Extended Length (K1F-102A)	Law Enforcement Sport Utility, Extended Length	Ford Expedition SSV Extended Length Utility (K1F- 102A) - Expedition SSV Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ 34656	Ford- Expedition K1F 102A	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
120	Ford Escape S (U0F)	Sport Utility	Ford Escape Sport Utility (U0F) - Escape S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ 18297	Escape - U0F 100a	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
121	Ford Edge SE (K3G)	Crossover Sport Utility	Ford Edge Crossover Sport Utility (K3G) - Edge SE Trim Package, four door, 3.5L V6 engine, complete with all manufacturer's standard equipment.	\$ 24175	Edge - K3G	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
122	Ford Flex (K5B)	Crossover Sport Utility	Ford Flex Crossover (K5B) - Four door, 3.5L V6, complete with all manufacturer's standard equipment.	\$ NO BID	Flex K5B Pricing unavailable	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

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PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

EXHIBIT A

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
123	Ford F150, Regular Cab (F1C)	Full Size Pickup	Ford F-150 Pickup, Regular Cab (F1C) - F-150, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, complete with all manufacturer's standard equipment.	\$ 17364	Ford - F-150 F1C	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
124	Ford F150, Regular Cab, CNG/LPG	Full Size Pickup	Ford F-150 Pickup, Regular Cab CNG/LPG - F-150, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, complete with all manufacturer's standard equipment.	\$ 27833	Ford - F-150 F1C - CNG engine	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
125	Ford F250, Regular Cab (F2A)	Full Size Pickup	Ford F-250 Pickup, Regular Cab (F2A) - F-250, 3/4 ton, regular cab, 4x2, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.	\$ 19985	Ford - F-250 F2A	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
126	Ford F350 SRW, Regular Cab (F3A)	Full Size Pickup	Ford F-350 Pickup, Regular Cab (F3A) - F-350, 1 ton, Regular Cab, 4x2 SRW, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.	\$ 21834	Ford F-350 F3A	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
127	Ford Ranger Pickup Truck, 4x2 (R1A)	Pickup Truck Super Cab	Ford Ranger Pickup, Super Cab (R1A) - XL Package, 2.3L EcoBoost I4 Engine, complete with all manufacturer's standard equipment.	\$ 19482	Ford Ranger R1A	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

EXHIBIT A

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
128	Ford F350 SRW, Chassis Cab (F3E)	Chassis Cab	Ford F-350 Chassis Cab (F3E) - F-350, Regular Cab Chassis, SRW, 6.2L V8 engine, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>20979</u>	Ford - F-350 F3E	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
129	Ford F450 DRW, Chassis Cab (F4G)	Chassis Cab	Ford F-450 Chassis Cab (F4G) - F-450, Regular Cab Chassis, DRW, 6.8L V10 engine, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>26988</u>	Ford - F-450 - F4G	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
130	Ford F550 DRW, Chassis Cab (F5G)	Chassis Cab	Ford F-550 Chassis Cab (F5G) - F-550, Regular Cab Chassis, DRW, 6.8L V10, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>27949</u>	Ford F-550 F5G	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
131	Ford F650 Regular Cab Gas (F6A)	Chassis Cab	Ford F-650 Chassis Cab (F6A) - F-650, Regular Cab, 6.8L V10 engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>39953</u>	Ford F-650 F6A	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

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PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.)

EXHIBIT A

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
132	Ford F750 Regular Cab Gas (F7A)	Chassis Cab	Ford F-750 Chassis Cab (F7A) - F-750, Regular Cab, 6.8L V10 engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>40608</u>	Ford F-750 F7A	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
133	Ford F650 Regular Cab Diesel (F6D)	Chassis Cab	Ford F-650 Chassis Cab (F6D) - F-650, Regular Cab, 6.7L V8 PowerStroke Diesel engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>46997</u>	Ford F-650 F6D	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
134	Ford F750 Regular Cab Diesel (F7D)	Chassis Cab	Ford F-750 Chassis Cab (F7D) - F-750, Regular Cab, 6.7L V8 PowerStroke Diesel engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>47961</u>	Ford F-750 F7D	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
135	Ford Transit Connect Wagon (S9E)	Wagon	Ford Transit Connect Wagon (S9E) - Transit Connect Wagon, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>21642</u>	Ford Transit Connect Wagon - S9E	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

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PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

EXHIBIT A

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
136	Ford Transit Connect Van (S6E)	Cargo Van	Ford Transit Connect Cargo Van (S6E) - Transit Connect Van, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ 18989	Ford Transit Connect Cargo S6E	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
137	Ford Transit 150, Passenger Van (E1C)	Cargo Van	Ford T-150 Transit Cargo Van (E1C) - T150 Medium Roof Van, 3.7L V6 engine, 8600lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ 24262	Ford T-150 Transit Cargo Van - E1C Medium Roof 130"	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
138	Ford Transit 250, Passenger Van (R1C)	Cargo Van	Ford T-250 Transit Cargo Van (R1C) - T250 Medium Roof Van, 3.7L V6 engine, 9000lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ 24996	Ford Transit T-250 Medium Roof 130"	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
139	Ford Transit 350, Passenger Van (W9C)	Cargo Van	Ford T-350 Transit Cargo Van (W9C) - T350 Medium Roof Van, 3.7L V6 engine, 9500lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ 25993	Ford Transit T-350 Cargo Medium Roof 13"	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

EXHIBIT A

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
140	Ford Transit 150, Passenger Van (K1C)	Passenger Van	T-150 Transit Passenger Van (K1C) - T150 Van, Seating for 8/10, 3.7L V6 engine, 8550lbs GVWR, complete with all manufacturer's standard equipment.	\$ 29496	Ford Transit Pass. Van K1C	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
141	Ford Transit 350, Passenger Van (X2C)	Passenger Van	Ford T-350 Transit Passenger Van (X2C) - T350 Van, Seating for 12/15, 3.7L V6 engine, 9000lbs-9250lbs GVWR, 148" Wheelbase, complete with all manufacturer's standard equipment.	\$ 29952	Ford Transit Pass Van - X2C	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
142	Ford Transit 250 Cutaway (R5P)	Cutaway	Ford T-250 Transit Cutaway Chassis (R5P) - T-250 Chassis, 3.7L V6 engine, 9000lbs GVWR, complete with all manufacturer's standard equipment.	\$ 17854	Ford Transit Cut Chassis R5P	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
143	Ford Transit 250 Chassis Cab (R5Z)	Chassis Cab	Ford T-250 Transit Cutaway Chassis Cab (R5Z) - T-250 Chassis Cab, 3.7L V6 engine, 9000lbs GVWR, complete with all manufacturer's standard equipment.	\$ 18354	Ford Transit Chassis R5Z	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

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PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

EXHIBIT A

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
144	Ford E-350 Cutaway (E3F)	Cutaway Chassis	Ford E-350 Cutaway Van Chassis (E3F) - 6.8L V10 engine, SRW, 138" wheelbase, 10050lbs GVWR, complete with all manufacturer's standard equipment.	\$ 18989	Ford E-350 Cut Chassis E3F	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
145	Ford E-350 Stripped Chassis (E3K)	Stripped Chassis	Ford E-350 Stripped Chassis (E3K) - 6.8L V10 engine, DRW, 138" wheelbase, 11500lbs GVWR, complete with all manufacturer's standard equipment.	\$ 17737	Ford E-350 Stripped Chassis E3K	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
146	Ford E-450 Cutaway (E4F)	Cutaway Chassis	Ford E-450 Cutaway Chassis Cab (E4F) - 6.8L V10, DRW, 158" wheelbase, 14,000lbs GVWR, complete with all manufacturer's standard equipment.	\$ 21488	Ford E-450 Cutaway Chassis E4F	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
147	Ford E-450 Stripped Chassis (E4K)	Stripped Chassis	Ford E-450 Stripped Chassis (E4K) - 6.8L V10, DRW, 158" wheelbase, 14,500lbs GVWR, complete with all manufacturer's standard equipment.	\$ 19689	Ford E-450 Stripped Chassis - E4K	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

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PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

EXHIBIT A

Section II: Ford Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.						
Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist	Exceptions to Discount
148	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all Original Equipment Manufacturer (OEM) Options . Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	3.0 %	Ford Published Catalog	Out of Stock/Demo
149	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off Third Party (not OEM) and Unpublished Options, Equipment and Supplies . Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	35 %	MSRP	Out of Stock/Demo
150	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all Original Equipment Manufacturer (OEM) Parts and Supplies . Catalog/Pricelist MUST be included or proposal will not be considered.	30 %	Ford OEM Published Catalog	
151	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off Floor Plan and/or Lot Insurance (dealer inventory vehicles and upfitting vehicles).	5 %	We will NOT charge for floorplan or dealer lot insurance on any vehicle quoted that does not require upfitting.	Vehicles requiring upfitting will be charged floor plan expenses based upon the chassis price only.
152	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off Extended Service Maintenance Agreements . Catalog/Pricelist MUST be included or proposal will not be considered.	2.5 %	Ford Published Online Catalog	

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

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PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

EXHIBIT A

Section III: Ford Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service						
Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
153	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	Hourly Labor Rate for Vehicle Installation or Repair Service - State the Not to Exceed hourly labor rate for Installation or Repair Service.	\$ <u>79/105</u> /Hour	Installation of After-market equipment \$79 per hour-Auto/Truck Repairs \$105 per hour	Mobile Repair
154	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	Hourly Labor Rate for Paint and Body Repair of Vehicles, Heavy Duty Trucks, and Police Motorcycles - State the Not to Exceed hourly labor rate for Installation or Repair Service.	\$ <u>50</u> /Hour	Bodyshop labor rate	
155	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles - State the Not to Exceed per mile delivery fee for Vehicles.	\$ <u>1.49</u> /Mile	Delivery fee will not exceed \$1.49 per mile.	

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

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PROPOSAL SPECIFICATION FORM

EXHIBIT A



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ADDENDUM No. 1

Proposal Invitation No. 601-19 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

- I. Proposal Invitation Forms; Vendor Contact Information. On the Vendor Contact Information form, **Invoices**, the third included option for Vendors to authorize service fee invoices to be provided to Designated Dealers receiving purchase orders is **deleted**. Vendors must either accept invoices directly or designate one billing agent for receipt of service fee invoices. Vendors will no longer be permitted to have invoices directed to Designated Dealers. Therefore, when completing the Vendor Contact Information form, **Invoices** section, Vendor may only select and complete either the first option ("Service fee invoices and related communications should be provided directly to my company ...") or second option ("In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent ...").
- II. General Terms and Conditions, Section E.12, Service Fee. Section E.12 of the General Terms and Conditions (Service Fee) is revised to read as follows:

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the awarded pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in an invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** (Dispute Period) by returning a copy of the invoice or statement of outstanding balances to the Cooperative with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) and billing agent to cooperate, with the Cooperative in attempting to reconcile and resolve disputed fees, and shall provide such reasonable information and documentation as the Cooperative may require to review the disputed fees to the satisfaction of the Cooperative administrator's staff. Any service fees for which the Cooperative has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board Policy, COOP-852, Vendor Invoicing and Collections.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative's administrator in such form as the Cooperative's administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor

EXHIBIT A



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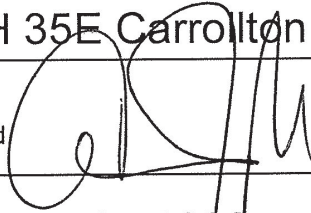
shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, or such other documentation regarding those Purchase Orders as the Cooperative's administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Sam Pack's Five Star Ford

Address: 1635 IH 35E Carrollton Texas 75006

Signature of Authorized Company Official:  Title: Director

Telephone Number: 888.835.3389 Date: 08/28/2019

EXHIBIT A

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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM No. 2**

**Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)

For the following manufacturers, the detailed specifications for base model vehicles/trucks have been added, revised and/or updated.

1. **Autocar Trucks/Vehicles** – Proposal specifications have been revised to include line item 4A with specified model listed below.

Section I: Autocar Vehicles						
Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
4A	Autocar	Autocar DC64 Cab and Chassis, Conventional Cab	Autocar DC64 - Cab and chassis, Conventional Cab, Cummins L9 300 HP with Allison 3000 Series, 5 speed transmission, complete with manufacturer's standard equipment.	\$ <u>No Bid</u>	No Bid	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

2. **Mitsubishi Trucks/Vehicles** – Proposal specifications for line items 281 to 289 have been revised as follows.
 - a. Line Items 281-285: DOHC 4-cylinder turbocharged intercooled diesel engine is **deleted and replaced** with diesel engine only.
 - b. Line Items 286-289: DOHC 4-cylinder turbocharged gas engine is **deleted and replaced** with 6.0L V8 gas engine with 297 HP.

EXHIBIT A



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3. **Police Motorcycles** - Proposal specifications have been revised to include line item 348A with specified model listed below.

Section IIIA: Police Motorcycles - Yamaha						
Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
348A	Yamaha	Yamaha FJR1300 P Police Motorcycle	Yamaha FJR1300 P Police Motorcycle - 1298 cc, liquid -cooled, DOHC inline 4 cylinder, 16 valve engine, equipped with standard police equipment.	\$ <u>No Bid</u>	No Bid	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

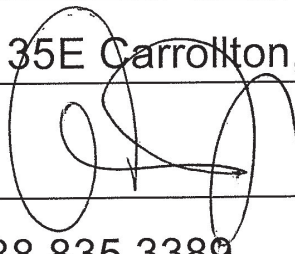
PROPOSAL DUE DATE

1. The proposal due date has been extended to **August 29, 2019, at 4:00 P.M.**

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Sam Pack's Five Star Ford

Address: 1635 IH 35E Carrollton, Texas 75006

Signature of Authorized Company Official:  Title: Director

Telephone Number: 888.835.3389 Date: 08/28/2019

EXHIBIT A



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM No. 3**

**Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)

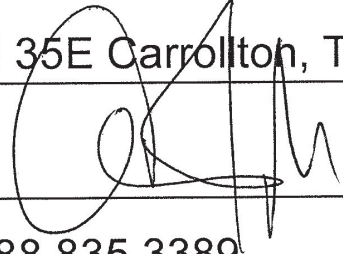
For the following manufacturer, the detailed specifications for base model vehicles/trucks have been added.

1. **Freightliner Sprinter Trucks/Vehicles** – Proposal specifications have been added and issued with the specified models listed below.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Sam Pack's Five Star Ford

Address: 1635 IH 35E Carrollton, Texas 75006

Signature of Authorized Company Official:  Title: Director

Telephone Number: 888.835.3389 Date: 08/28/2019



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. applicable *State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.*) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles. Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section 1: Freightliner Sprinter Vehicles

Item No.	Specified Brand and Model	Short Description	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
410	Freightliner	Sprinter C2500	Freightliner Sprinter C2500 - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	No Bid		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
411	Freightliner	Sprinter C3500	Freightliner Sprinter C3500 - 144" BBC, 9990 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	No Bid		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
412	Freightliner	Sprinter 3500 C/C	Freightliner Sprinter 3500 C/C - 144" BBC, 11,030 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	No Bid		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

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PROPOSAL SPECIFICATION FORM

EXHIBIT A



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

Item No.	Specified Brand and Model	Short Description	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
413	Freightliner	Sprinter P2500 Passenger Van	Freightliner Sprinter P2500 Passenger Van - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	No Bid \$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
Section II: Freightliner Sprinter Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.						
Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist	Exceptions to Discount
414	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all Original Equipment Manufacturer (OEM) Options . Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	No Bid % _____		
415	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off Third Party (not OEM) and Unpublished Options and Equipment . Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	No Bid % _____		
416	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts	Please state the discount (%) off catalog/pricelist for all Original Equipment Manufacturer (OEM) Parts . Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid % _____		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

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PROPOSAL SPECIFICATION FORM

EXHIBIT A



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist	Exceptions to Discount
417	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off Floor Plan and/or Lot Insurance (dealer inventory vehicles and upfitting vehicles).	No Bid %		
418	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off Extended Service Maintenance Agreements . Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid %		

Section III: Freightliner Sprinter Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service						
Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
419	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	Hourly Labor Rate for Vehicle Installation or Repair Service - State the Not to Exceed hourly labor rate for Installation or Repair Service.	No Bid \$/Hour		
420	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	Hourly Labor Rate for Paint and Body Repair - State the Not to Exceed hourly labor rate for Paint and Body Repair.	No Bid \$/Hour		
421	Delivery Fee	Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles	Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles - State the Not to Exceed per mile delivery fee for Vehicles.	No Bid \$/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

EXHIBIT A

Manufacturer's Certification

ITB 01-071-000-C, Motor Vehicles

THIS IS TO CERTIFY THAT Sam Pack's Five Star Ford IS THE MANUFACTURER
(RESPONDENT'S NAME)

OR A MANUFACTURER'S AUTHORIZED DEALER OF Ford Motor Company
(MANUFACTURER / BRAND NAME)

IN THE STATE OF TEXAS FOR BOTH RETAIL AND COMMERCIAL VEHICLES.

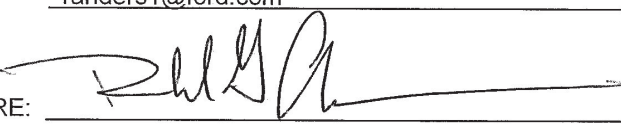
BY:

MANUFACTURER NAME: Ford Motor Company

ADDRESS: 18900 Michigan Avenue, Dearborn, MI 48126

TELEPHONE NUMBER: 313-390-1058

E-MAIL: randers1@ford.com

AUTHORIZED SIGNATURE: 

TITLE: Government Sales Manager

PLEASE NOTE: THIS CERTIFICATION FORM MUST BE EXECUTED BY AN AUTHORIZED EMPLOYEE OF THE MANUFACTURER ONLY. DEALERS / REPRESENTATIVES ARE NOT AUTHORIZED TO EXECUTE THIS CERTIFICATION FORM ON BEHALF OF THE MANUFACTURER. THE MANUFACTURER MUST EXECUTE THIS CERTIFICATION FORM EVEN IF THEY ARE OFFERING THEIR OWN PRODUCTS. FAILURE TO SUBMIT THIS CERTIFICATION FORM WITH THE RESPONSE AS REQUIRED SHALL RESULT IN THE DISQUALIFICATION OF THE RESPONSE.

EXHIBIT A



Texas Department
of Motor Vehicles
MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: F1406

GENERAL DISTINGUISHING NUMBER:

P6388

Motor Vehicle

SAM PACK'S FIVE STAR FORD, LTD.
PO BOX 110098
CARROLLTON, TEXAS DALLAS 75011-0098

EXPIRES: 07-31-2020
PHYSICAL LOCATION:
1635 S INTERSTATE 35E
CARROLLTON, TEXAS DALLAS 75006-7415

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

FORD : AA-Passenger Auto, FORD : LT-Light Truck, FORD MEDIUM TRUCK : MT-Medium Truck

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

EXHIBIT A

Sam Pack's Five Star Ford
1635 S. IH 35E Carrollton Texas, 75006
(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members - Kevin Moore - Jessica Wooten - Jorge Guerra - Alan Rosner

BuyBoard - 601-19

End User: City of Duncanville

Sam Pack's Rep: _____ Alan Rosner

Contact: Asa Lowe

Date: 5/20/2020

Contact TN/Email	<u>On File</u>
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Phone #

Product Description:	2020 Ford F-150 Regular Cab
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Interior and Exterior Color Code

White

A. Bid Line # #123

Base Price:

\$ 17,364.00

B. Published Options (Itemize Each Below)

Code	Description	Bid Price	Code	Description	Bid Price
	Automatic - Air Conditioning	included			
99P	EcoBoost	\$ 995.00			
141 LWB	Long Wheel Base	\$ 300.00			
53A	Trailer Tow	\$ 595.00			
67T	Trailer Brake	\$ 275.00			
622	2.7L Payload Pkg	\$ 750.00			
655	Ext Range Tank	\$ 445.00			
96W	Spray Liner	\$ 595.00			
85A	Power Equip Group	\$ 970.00			

Total of B. - Published Options	\$ 4,925.00
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C. Dealer Published Options

[illegible]

Total of C. - Dealer Published Options	\$	650.00
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D. Off Menu Options

[illegible]

Off Menu Options limited to 25% of Published Price	Current %	0.00%	Total of D. - Off Menu Options	\$0.00
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Delivery Charges	15 Miles @ \$1.49/mile
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Floorplan Expense	Days	\$3.46 Per Diem
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Lot Insurance Expense	Days	\$3.46 Per Diem
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Est Insurance Expense	Days	\$8.46 Per Day
Manufacturer Delivery Fee		

Manufacturer's Delivery Fee

Quantity Ordered 1 X F =

Quantity Ordered	_____	X 1
Administrative Fee	_____	

Trade In Allowance - Non-Equipment debits and credits	Delivery Credit
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Trade in Allowance	Non-Equipment debts and credits	Delivery Credit
TOTAL PURCHASE PRICE INCLUDING ADMIN FEE		

Total Each

Total Each

EXHIBIT A

Sam Pack's Five Star Ford
1635 S. IH 35E Carrollton Texas, 75006
(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members - Kevin Moore - Jessica Wooten - Jorge Guerra - Alan Rosner

BuyBoard - 601-19

End User: City of Duncanville

Sam Pack's Rep: Alan Rosner

Contact: Asa Lowe

Date: 5/20/2020

Contact TN/Email	On File
------------------	-------------------------

Phone #

Product Description:	2020 Ford F-150 Regular Cab
-----------------------------	-----------------------------

Interior and Exterior Color Code

White

A. Bid Line # #123

Base Price:

\$ 17,364.00

B. Published Options (Itemize Each Below)

Code	Description	Bid Price	Code	Description	Bid Price
	Automatic - Air Conditioning	included			
99P	EcoBoost	\$ 995.00			
X1C 163	Extended Cab LWB	\$ 3,120.00			
53A	Trailer Tow	\$ 595.00			
67T	Trailer Brake	\$ 275.00			
622	2.7L Payload Pkg	\$ 750.00			
655	Ext Range Tank	\$ 445.00			
96W	Spray Liner	\$ 595.00			
85A	Power Equip Group	\$ 1,170.00			

Total of B. - Published Options	\$ 7,945.00
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C. Dealer Published Options

[illegible]

Total of C. - Dealer Published Options	\$ 650.00
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D. Off Menu Options

[illegible]

Off Menu Options limited to 25% of Published Price	Current %	0.00%	Total of D. - Off Menu Options	\$0.00
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Delivery Charges 15 Miles @ \$1.49/mile

Floorplan Expense Days **\$3.91 Per Diem**

Lot Insurance Expense	Days	\$3.91 Per Diem
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201 Insurance Expense	2430	4050
Manufacturer Delivery Fee		

Total Each	\$ 27,676.35
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Quantity Ordered	1	X F =	\$ 27,676.35
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Administrative Fee		\$ 400.00
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Trade In Allowance - Non-Equipment debits and credits	Delivery Credit	\$ (22.35)
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Trade-in Allowance - Non-Equipment debts and credits	Delivery Credit	\$ (22.55)
TOTAL PURCHASE PRICE INCLUDING ADMIN FEE		\$28,054.00

TOTAL PURCHASE PRICE INCLUDING ADMIN FEE	\$20,054.00
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EXHIBIT A

Sam Pack's Five Star Ford
1635 S. IH 35E Carrollton Texas, 75006
(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members - Kevin Moore - Jessica Wooten - Jorge Guerra - Alan Rosner

BuyBoard - 601-19

End User: City of Duncanville

Sam Pack's Rep: Alan Rosner

Contact: Asa Lowe

Date: 5/20/2020

Contact TN/Email	<u>On File</u>
------------------	----------------

Phone #

Product Description:	2020 Ford F-150 Regular Cab
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Interior and Exterior Color Code

White

A. Bid Line # #123

Base Price:

\$ 17,364.00

B. Published Options (Itemize Each Below)

Code	Description	Bid Price	Code	Description	Bid Price
	Automatic - Air Conditioning	included			
99P	EcoBoost	\$ 995.00			
141 LWB	Long Wheel Base	\$ 300.00			
53A	Trailer Tow	\$ 595.00			
67T	Trailer Brake	\$ 275.00			
622	2.7L Payload Pkg	\$ 750.00			
655	Ext Range Tank	\$ 445.00			
85A	Power Equip Group	\$ 970.00			

Total of B. - Published Options	\$ 4,330.00
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C. Dealer Published Options

Code	Description	Bid Price	Code	Description	Bid Price
	2 additional keys	\$ 275.00			
	Shop Manuals	\$ 375.00			

Total of C. - Dealer Published Options	\$ 650.00
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D. Off Menu Options

[illegible]

Off Menu Options limited to 25% of Published Price	Current %	0.00%	Total of D. - Off Menu Options	\$0.00
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Delivery Charges	15 Miles @ \$1.49/mile
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Floorplan Expense	Days	\$3.37 Per Diem
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Lot Insurance Expense	Days	\$3.37 Per Diem
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Lot Insurance Expense	Days	\$6.67 Per Month
Manufacturer Delivery Fee		

Total Each	\$ 23,561.35
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Quantity Ordered	1	X F =	Total Each	\$ 23,561.35
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Quantity Ordered				\$	20,000.00
Administrative Fee				\$	400.00

Administrative Fee		\$	400.00
Trade In Allowance - Non-Equipment debits and credits	Delivery Credit	\$	(22.35)

Trade in Allowance - Non-Equipment debits and credits	Delivery Credit	\$ (22,550.00)
TOTAL PURCHASE PRICE INCLUDING ADMIN FEE		\$23,939.00

TOTAL PURCHASE PRICE INCLUDING ADMIN FEE	\$29,999.00
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STAFF REPORT

MEETING: City Council - 02 Jun 2020

TITLE:

Consider a Resolution authorizing a Cooperative Purchasing Agreement with Vortex Companies Vortex Infrastructure Holdings, LLC, using The Interlocal Purchasing System (TIPS), Contract #1711050 Wastewater Improvements – Pipebursting, for the Public Works Department, with an estimated expenditure amount of \$1,162,258.75.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**
 - **WorkPlan Item 2.48 Execute FY20 Water/Wastewater Capital Improvements Program**

STAFF RESPONSIBLE:

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

BACKGROUND/HISTORY:

The project includes pipebursting approximately 13,108 linear feet of substandard 8-inch to 12-inch sanitary sewer main with new High-Density Polyethylene (HDPE) sewer pipe, wastewater pipeline and adjacent private sewer lateral replacements, appurtenances and landscaping, adding new manholes, manhole replacement and manhole lining. The improvements will be constructed in the following areas: Forest Hills, River Oaks and Skyline subdivisions, N. Alexander Drive, South Cockrell Hill Road, Granada Drive, Madrid Drive, Creekhaven Drive, Southwood Drive, Meadow Crest Lane, Linkwood Drive, and Ten Mile Lane. Wastewater pipebursting is identified in the city's five-year capital improvements plan for wastewater system maintenance based on the age and condition of the existing infrastructure (Attachment 1). The successful completion of the project will repair structural and capacity deficiencies of the current sewer, prevent rainwater and/or groundwater inflow and infiltration, reduce sanitary sewer overflows, sewage treatment costs, as well as future sewer system maintenance costs.

Vortex, headquartered in Houston, Texas, was awarded a \$1,913,000.00 wastewater pipebursting contract on September 4, 2018 via Duncanville City Council Resolution No. 2018-075 based on having the lowest, responsible bid and good references. The contract award included the furnishing of all labor, materials and equipment necessary to pipeburst approximately 29,980 linear feet of sanitary sewer pipeline, eight inches in diameter, or less, and infrastructure and replacement of associated appurtenances and landscaping. The City was pleased with work executed by Vortex under the contract and the company's customer service-oriented culture.

The City has allocated funds for wastewater pipebursting improvements and wastewater manhole lining this fiscal year. Both wastewater pipeline and sewer manhole rehabilitation are key strategies for reducing sanitary sewer overflows as listed in the City's annual Sanitary Sewer Overflow Mitigation Plan required by the Texas Commission on Environmental Quality's, TCEQ, Sanitary Sewer Overflow Initiative.

Pipe bursting is an effective and efficient method to replace failing, outdated or undersized sewer pipelines due, in part, to pipebursting not requiring excavation of the existing piping. Instead, pipebursting can be implemented through existing openings to the sewer system (such as the manholes) or through smaller insertion pits, rather than through excavation along the entire length of pipe. Because pipebursting does not require extensive excavation, it provides a method of correcting pipe deficiencies with less disturbance, environmental degradation, and require less restoration than the traditional dig-and-replace sewer pipeline replacement method.

Manhole rehabilitation is necessary to reduce a variety of problems ranging from minor infiltration of stormwater into the wastewater manhole to major failure of the manhole. Manhole lining has been tested and proven to alleviate these problems. Manhole lining involves the preparation for and application of materials to manholes to provide strength and corrosion resistance. These unique, high-strength formulations allow spray application which helps restore the structural integrity to deteriorating manholes and provides a permanent seal against corrosion and infiltration and exfiltration into the sanitary sewer system. Excessive infiltration and exfiltration results in a less, efficient system.

The total value of the project is \$1,162,258.75. \$1,095,703.75 is for pipebursting and supporting work. This will be paid for with FY20 Utilities CIP funds. The manhole spraylining work, \$66,555.00, is paid for with Wastewater FY20 Operations & Maintenance funds. In the past, manhole spraylining was performed after pipebursting; however, we are integrating the work into this project this year.

The Interlocal Purchasing System (TIPS) contract offers fixed discounts. Staff compared the discounted pricing received from Vortex to pricing from other jobs in the region that were competitively bid as well as the cost the City paid for the FY18 work and determined the pricing to be fair and reasonable.

The City of Duncanville has realized reductions in Inflow and Infiltration (I&I) to the wastewater system. Most recently, the FY2018 pipebursting project eliminated one of the SSO locations. The manhole at Little St and S Main St used to be the first SSO to occur followed by the SSO at Forest Circle. Now, the Forest Circle manhole is the first SSO to occur and we haven't had a SSO event at the manhole at Little St and S Main St since.

POLICY EXPLANATION:

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any State law requiring that the local government seek competitive bids for purchase of the item. TIPS contracts are competitively bid to increase and simplify the purchasing power of entities across the State of Texas. The Texas Local Government Code Chapters 271 and 791 allows for government agencies to voluntarily participate in these cooperative arrangements.

FUNDING SOURCE:

\$1,095,703.75 is allocated in the FY20 Capital Improvement Projects (Utilities Fund) budget and \$66,555.00 is allocated in the FY20 Wastewater Operations & Maintenance budget for this project.

RECOMMENDATION:

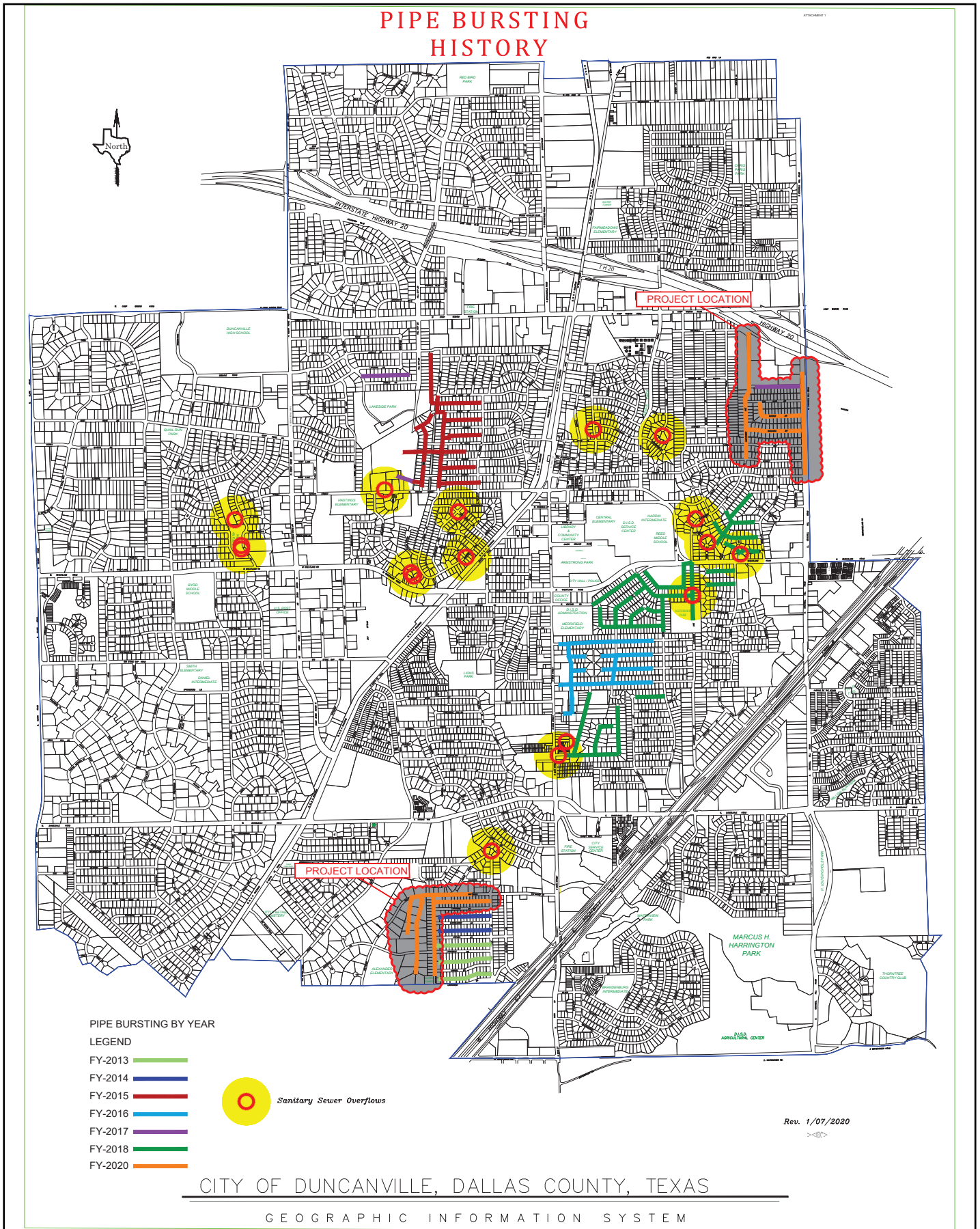
Staff recommends approval of Resolution No. 2020-046 authorizing a cooperative purchasing agreement with Vortex Companies Vortex Infrastructure Holdings, LLC through The Interlocal Purchasing System (TIPS), Contract #17110501 with an estimated expenditure amount of \$1,162,258.75.

ATTACHMENTS:

[Attachment 1 - 2020 Sewer Pipebursting Project Location Map](#)

[Attachment 2 - Resolution No. 2020-046 w/Exhibits - Pdf](#)

[SAMS-Vortex Companies Vortex Infrastructure Holdings LLC](#)



RESOLUTION NO. 2020-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH VORTEX COMPANIES VORTEX INFRASTRUCTURE HOLDINGS, LLC, USING THE INTERLOCAL PURCHASING SYSTEM (TIPS), CONTRACT #1711050 FOR WASTEWATER IMPROVEMENTS - PIPEBURSTING, FOR THE PUBLIC WORKS DEPARTMENT, WITH AN ESTIMATED EXPENDITURE AMOUNT OF \$1,162,258.75.

WHEREAS, it is necessary to maintain a safe and efficient water and sewer system; and

WHEREAS, the City has allocated funds for pipebursting wastewater improvements this fiscal year; and

WHEREAS, the City has obtained competitive sealed bids as per IFB#18-097 and recommends the award of 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 the bid to Vortex Turnkey Solutions, LLC, and authorizes the execution of the necessary documents to procure said services

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, does hereby award a bid and authorize an agreement for the procurement of pipebursting wastewater improvements with Vortex Companies Vortex Infrastructure Holdings, LLC, in the estimated expenditure amount of \$1,162,258.75, based on the pricing set forth in Exhibit "A", attached hereto and incorporated herein.

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

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

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

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A



4845 US Hwy 271 North | Pittsburg, TX 75686
www.tips-usa.com 866-839-8477 tips@tips-usa.com

May 08,2018

Vortex Companies Vortex Infrastructure Holdings LLC
 Nick Banchetti
 18150 Imperial Valley Drive
 Houston, Texas 77060

RE: TIPS Awarded Contract – **Pipe Bursting**
 TIPS Contract Number – **17110501**

CONTRACT AWARD

Congratulations! The Interlocal Purchasing System (TIPS) Board of Directors of Region 8 Education Service Center has awarded a contract to **Vortex Companies Vortex Infrastructure Holdings LLC** for **Pipe Bursting**. This contract will be in effect from **01/25/2018** through **01/28/2021**.

CONTRACT ADDITIONS or UPDATES

Only items submitted on the original proposal can be sold through this contract. If you need to change pricing pursuant to the RFP terms and conditions or add products that are considered components of the awarded category, email the products, pricing with discount offered, to the TIPS office at tips@tips-usa.com.

RESELLERS or DEALERS

As an Awarded Contract Holder, you may list Resellers or Dealers to your contract. The Awarded Vendor Contract Holder is responsible for reporting all Reseller Sales to TIPS. Resellers are only allowed to sell the items included on the Awarded Vendor's Contract. If you need to add Resellers/Dealers to your contract, please contact the TIPS office at tips@tips-usa.com. You may also give your Resellers/Dealers this [document](#) outlining the correct purchase process they need to follow

REPORTING OF SALES

TIPS Sales **MUST** be reported each **MONTH**. Certain information is **REQUIRED** with the submission check, and can be sent along with the check or in an email to our Accounting Team at accounting@tips-usa.com. A sales reporting template is available, to request the current reporting template or for questions regarding reporting of sales, contact the Accounting Team at accounting@tips-usa.com. As a part of the TIPS accounting procedures, we will send out a statement of Open PO's every 90 days.

"Purchasing Made Personal"

EXHIBIT A

PROCESSING PURCHASE ORDERS

Awarded Vendors **MUST** direct TIPS members to email all PO's to tipspo@tips-usa.com. The TIPS office will validate purchase orders and forward to you, as the Awarded Vendor for processing. The Member will receive an email confirmation of the PO approval and a link to print a letter of authorization for their files. If you have been notified by TIPS, you may be eligible for an "Automated Contract" which means you have an e-commerce site and take internet orders. Automated vendors must sign extra documentation accepting responsibility for sending sales to TIPS for all collected TIPS Sales. You may view a quick reference purchase process detailed [here](#).

VENDOR WEB PAGE REVIEW

Please, take a moment to review the information posted for your company on the TIPS website.

- > Go to www.tips-usa.com
- > Hover over Contracts
- > Click on All Vendors
 - Navigate to the Alpha Folder for your Company Name
 - Scroll through the vendor list and find your company
 - Click on your company name
 - Click through the individual tabs of your vendor profile page to confirm all your contact information is correct.

Notify the TIPS office at tips@tips-usa.com if changes need to be made to your vendor profile.

VENDOR LOGO

If you would like to have your company logo displayed on your vendor page, please email your logo to TIPS at tips@tips-usa.com.

Format: (JPG – 350 x 350 Pixels – White or Transparent Background Color – Your logo does not have to be square; it has to fit on a 350 x 350 square space)

SETTING UP VENDOR LOGIN AND PASSWORD FOR TIPS

Individual Awarded Vendors must set up their own TIPS Login and Password.

Here are the instructions:

1. Go to www.tips-usa.com
2. Hover over "Vendors" and click on "Vendor Login"
3. Click on "Reset Password" link
4. Enter your email address in both boxes, click "Send"
5. You will receive a system generated email with a "reset" link,
 - a. Click on the link in the email to complete the setup

Not all information can be changed by the vendor. If you are not able to update information, notify the TIPS Team at tips@tips-usa.com to request the changes. Some changes may require Board Action through an Addendum to the Vendors Contract. (i.e. name change, product changes, pricing, etc.)

To access a user's guide for the TIPS Vendor Portal, click [here](#).

"Purchasing Made Personal"

EXHIBIT A

CERTIFICATE of AWARDED CONTRACT



Awards

Vortex Companies Vortex Infrastructure Holdings LLC
for
Pipe Bursting
Contract No 17110501

Dr. David Fitts

Executive Director
Region 8 ESC



Visit www.tips-usa.com for details on this Awarded Vendor

"Purchasing Made Personal"

EXHIBIT A



**THE INTERLOCAL
PURCHASING SYSTEM**
"PURCHASING MADE PERSONAL"



CONTRACTOR PRICING WORKSHEET

JOB ORDER CONTRACTING NO:

17110501

PROJECT NAME: Duncanville - Forest Hills & River Oaks

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to Contract Administration @ 281-901-5336.
Please type or carefully print; thank you.

				LIST PRICING		PROJECT SPECIFIC DISCOUNT	
Item	Description of Item	Est. Quant.	Unit	Unit Price	Total	Unit Price	Total
BASE BID ITEMS							
1	Mobilization, Bond, Insurance	1	LS	\$ 45,500.00	\$ 45,500.00	\$35,000.00	\$ 35,000.00
2	Pipe Burst Existing 8" Sanitary Sewer With A 8.625" Sdr-19 'lps' Gray Hdpe, Up To 10-Feet Deep	11319	LF	\$ 52.00	\$ 588,588.00	\$40.00	\$ 452,760.00
3	Pipe Burst Existing 12" Sanitary Sewer With A 12.75" Sdr-19 'lps' Gray Hdpe, Up To 10-Feet Deep	1789	LF	\$ 67.60	\$ 120,936.40	\$52.00	\$ 93,028.00
4	Remove & Replace 8" Sanitary Sewer By Open Cut	115	LF	\$ 101.40	\$ 11,661.00	\$78.00	\$ 8,970.00
5	Reconnection Of 4-Inch Sanitary Sewer Service At The Main	170	EA	\$ 260.00	\$ 44,200.00	\$200.00	\$ 34,000.00
6	Reconnection Of 6-Inch Sanitary Sewer Service At The Main	11	EA	\$ 390.00	\$ 4,290.00	\$300.00	\$ 3,300.00
7	Extra Length 4" Service Lateral Beyond Connection	2550	LF	\$ 26.00	\$ 66,300.00	\$20.00	\$ 51,000.00
8	Extra Length 6" Service Lateral Beyond Connection	165	LF	\$ 45.50	\$ 7,507.50	\$35.00	\$ 5,775.00
9	Install Sanitary Sewer Double Cleanout	181	EA	\$ 747.50	\$ 135,297.50	\$575.00	\$ 104,075.00
10	Furnish & Install New 4' Diameter Manholes, 0' To 6' Depth	13	EA	\$ 5,460.00	\$ 70,980.00	\$4,200.00	\$ 54,600.00
11	Remove & Replace 4' Diameter Manholes, 0' To 6' Depth	10	EA	\$ 5,850.00	\$ 58,500.00	\$4,500.00	\$ 45,000.00
12	Furnish & Install Extra Depth For 4' Diameter Manholes	47	VF	\$ 195.00	\$ 9,165.00	\$150.00	\$ 7,050.00
13	Abandon Existing Manhole	2	EA	\$ 780.00	\$ 1,560.00	\$600.00	\$ 1,200.00
14	Furnish & Install Wastewater Access Device	11	EA	\$ 1,885.00	\$ 20,735.00	\$1,450.00	\$ 15,950.00
15	Pre-Tv And Clean 6, 8, 10 & 12" Sanitary Sewer	13223	LF	\$ 4.23	\$ 55,867.18	\$3.25	\$ 42,974.75
16	Post Tv 8-12" Sanitary Sewer, Mainline Only	13223	LF	\$ 2.60	\$ 34,379.80	\$2.00	\$ 26,446.00
17	Sprayline New Or Existing Manholes Using Spectrashield	261	VF	\$ 331.50	\$ 86,521.50	\$255.00	\$ 66,555.00
18	Flow Control Measures	1	LS	\$ 9,100.00	\$ 9,100.00	\$7,000.00	\$ 7,000.00
19	Standard Traffic Control	1	LS	\$ 24,700.00	\$ 24,700.00	\$19,000.00	\$ 19,000.00

EXHIBIT A



**THE INTERLOCAL
PURCHASING SYSTEM**
"PURCHASING MADE PERSONAL"



CONTRACTOR PRICING WORKSHEET

JOB ORDER CONTRACTING NO:

17110501

PROJECT NAME: Duncanville - Forest Hills & River Oaks

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to Contract Administration @ 281-901-5336.
Please type or carefully print; thank you.

Item	Description of Item	Est. Quant.	Unit
20	Remove & Replace Asphalt Paving	450	SY
21	Remove & Replace Concrete Paving	50	SY
Proposal BASE Total			

SUPPLEMENTAL ITEMS

22	Furnish & Install Point Repairs To Remove Major Sags By Open Cut	1	LF
23	Obstruction Removal/Pot-Holing By Excavation, Up To 10 Feet Deep	25	EA
24	Point Repair, 8- Inch Sanitary Sewer, Up To 8 Feet Deep	1	EA
25	Install / Replace Standard Ring & Cover	1	EA
26	Adjust Manhole Ring And Cover To Grade	1	EA
Proposal SUPPLEMENTAL ITEMS Total			

LIST PRICING	
Unit Price	Total
\$ 195.00	\$ 87,750.00
\$ 266.50	\$ 13,325.00
\$ 1,496,863.88	

PROJECT SPECIFIC DISCOUNT	
Unit Price	Total
\$150.00	\$ 67,500.00
\$205.00	\$ 10,250.00
\$ 1,151,433.75	

\$ 227.50	\$ 227.50
\$ 455.00	\$ 11,375.00
\$ 1,300.00	\$ 1,300.00
\$ 845.00	\$ 845.00
\$ 325.00	\$ 325.00
\$ 14,072.50	

\$175.00	\$ 175.00
\$350.00	\$ 8,750.00
\$1,000.00	\$ 1,000.00
\$650.00	\$ 650.00
\$250.00	\$ 250.00
\$ 10,825.00	

TOTAL BASE + SUPPLEMENTAL (incl Bonds)

\$ 1,510,936.38

\$ 1,162,258.75

Items **NOT** included in quote unless expressly noted:

Manhole Removal/Replacement or Coatings, Point Repairs,
Dewatering, Traffic Control outside of typical cones and signage,
Heavy Bypass Pumping, Surface Restoration beyond Sodding, SWPPP, Compaction Testing, Vibration Monitoring,
Smoke Testing, Bonds, Mechanical Pipe Cleaning

Pricing Date: 5/21/2020

TOTAL w/ Bonds: **\$ 1,162,258.75**

Buying Agency:	City of Duncanville
Contact Person:	Jacqueline Culton
Phone:	972.780.5016
Fax:	
Email:	jculton@duncanville.com

Contractor:	Vortex Services
Prepared By:	Jedidiah Brewer
Phone:	615.495.9500
Fax:	
Email:	jbrewer@vortexcompanies.com

NOTE: The Customer shall be responsible for providing:

EXHIBIT A



CONTRACTOR PRICING WORKSHEET

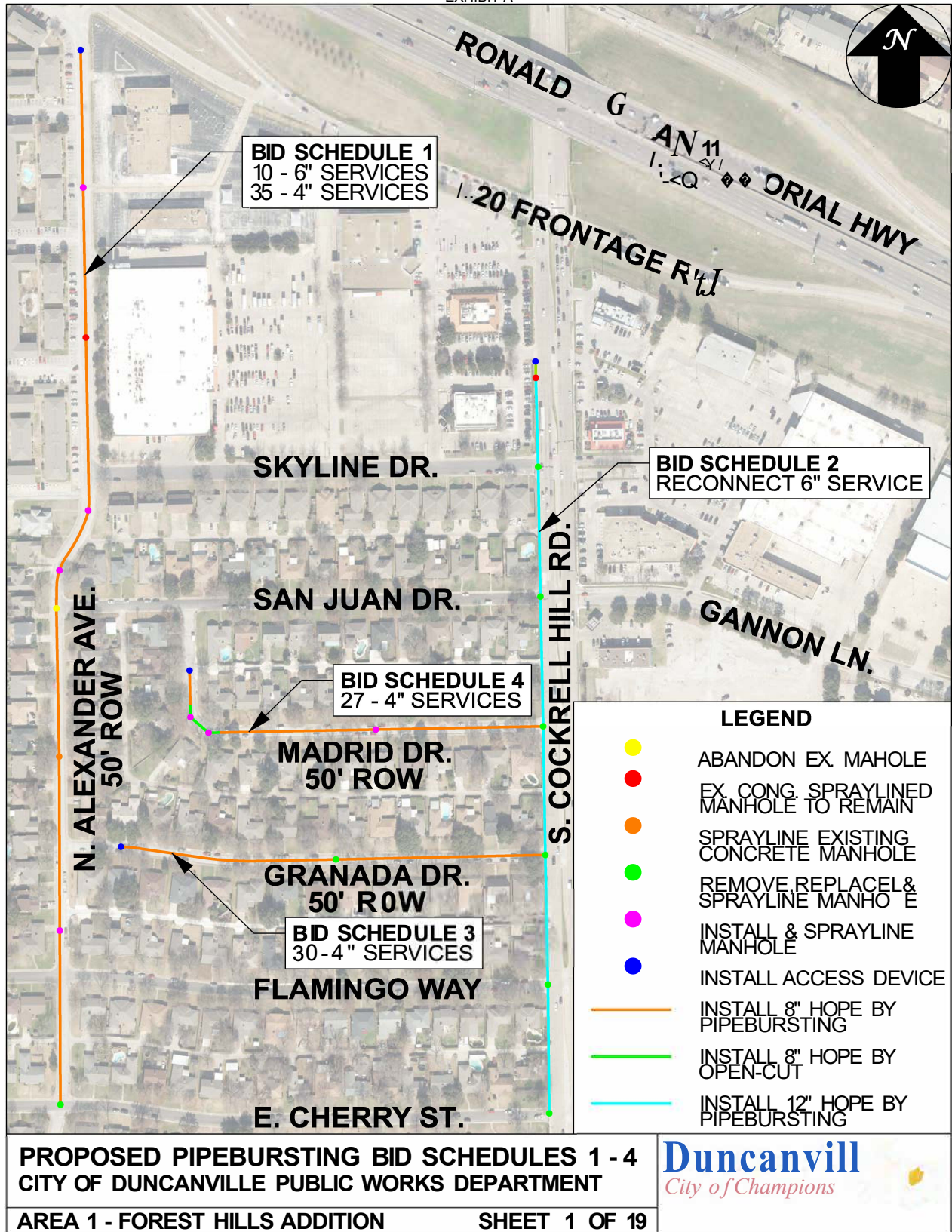
JOB ORDER CONTRACTING NO: **17110501**

PROJECT NAME: **Duncanville - Forest Hills & River Oaks**

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to Contract Administration @ 281-901-5336. Please type or carefully print; thank you.

				LIST PRICING		PROJECT SPECIFIC DISCOUNT	
Item	Description of Item	Est. Quant.	Unit	Unit Price	Total	Unit Price	Total
- Access to hydrants or free water source as necessary (including meters) - All Heavy Traffic Control - All Permits and Permissions which may be necessary (Federal, State, Local, etc.)							

EXHIBIT A



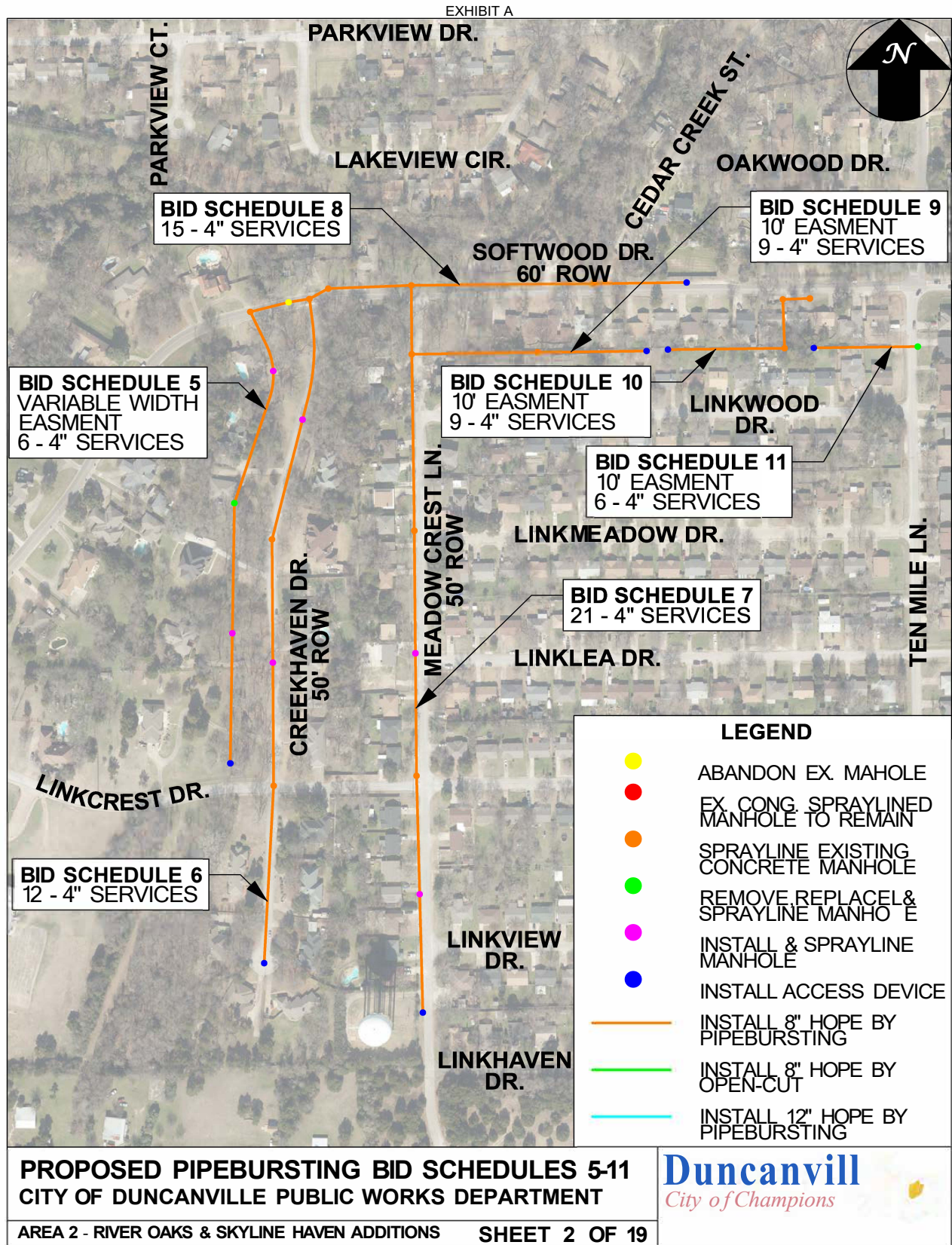


EXHIBIT A

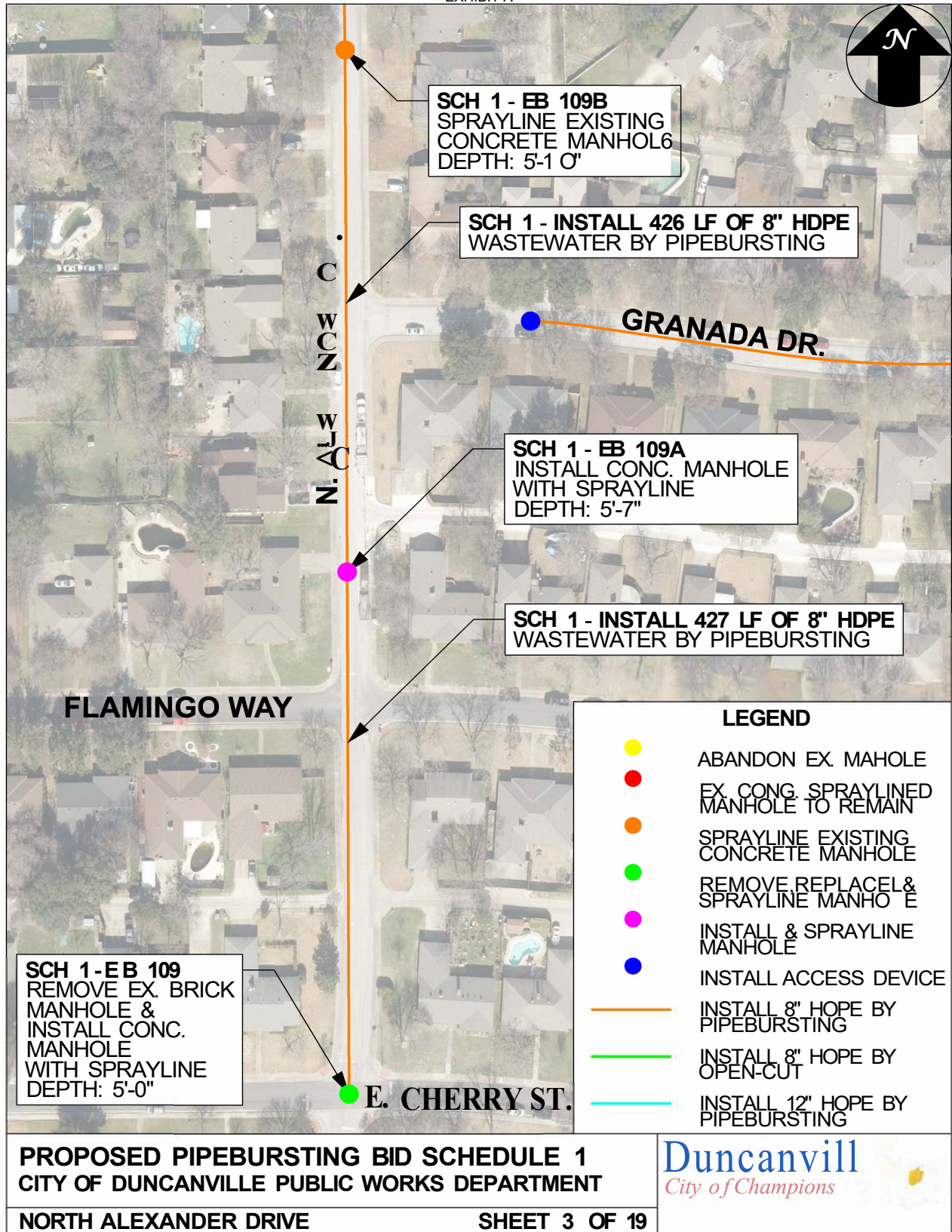
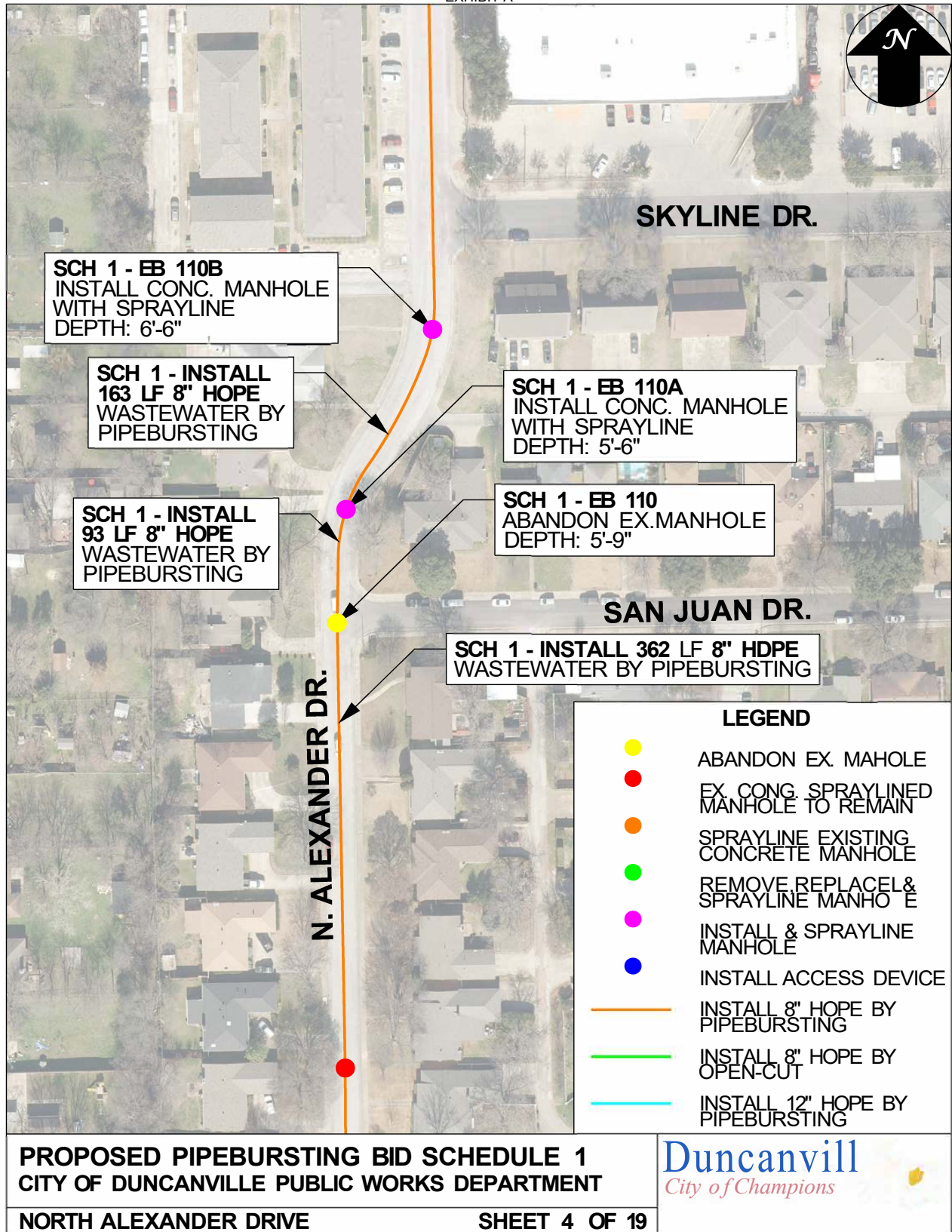


EXHIBIT A



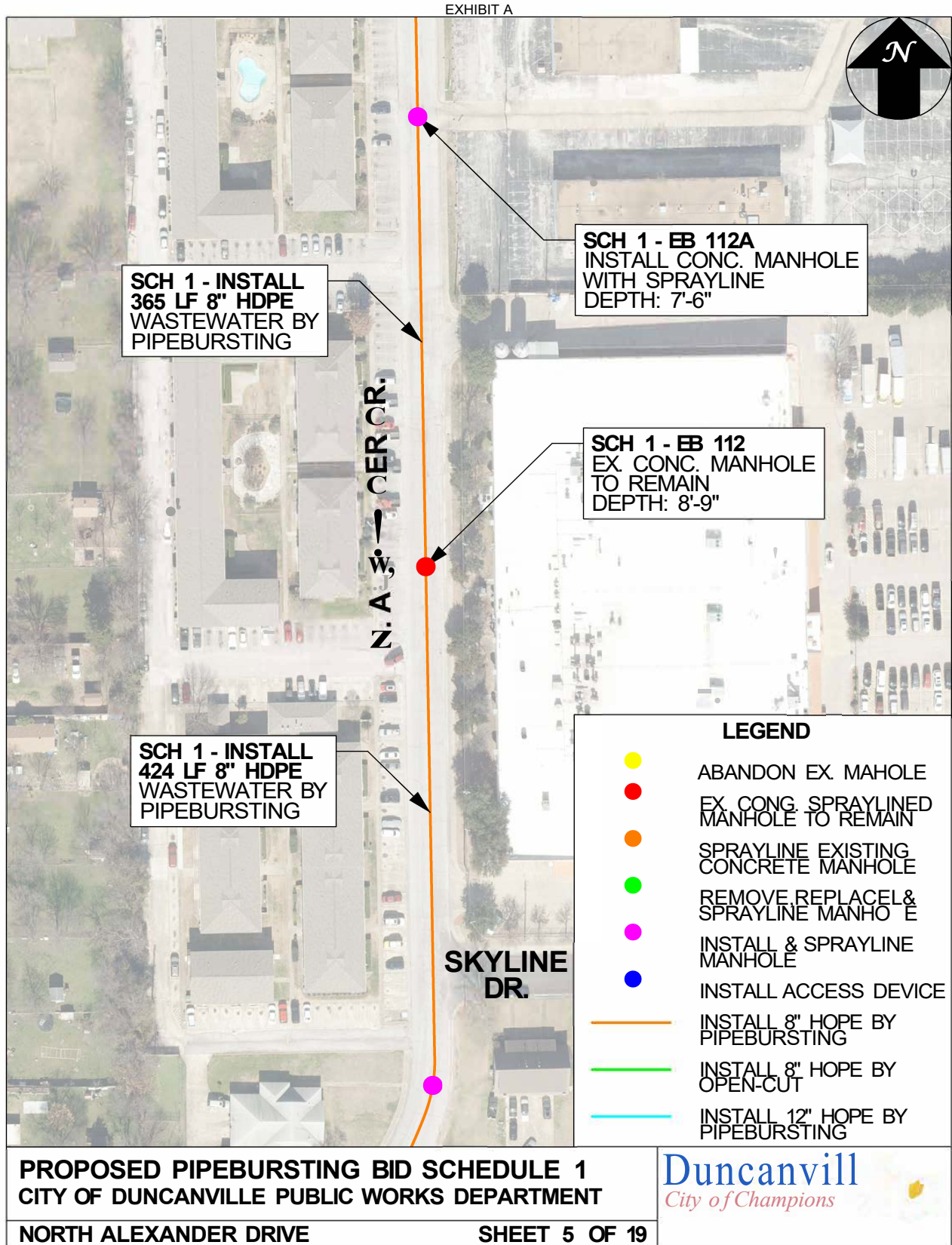
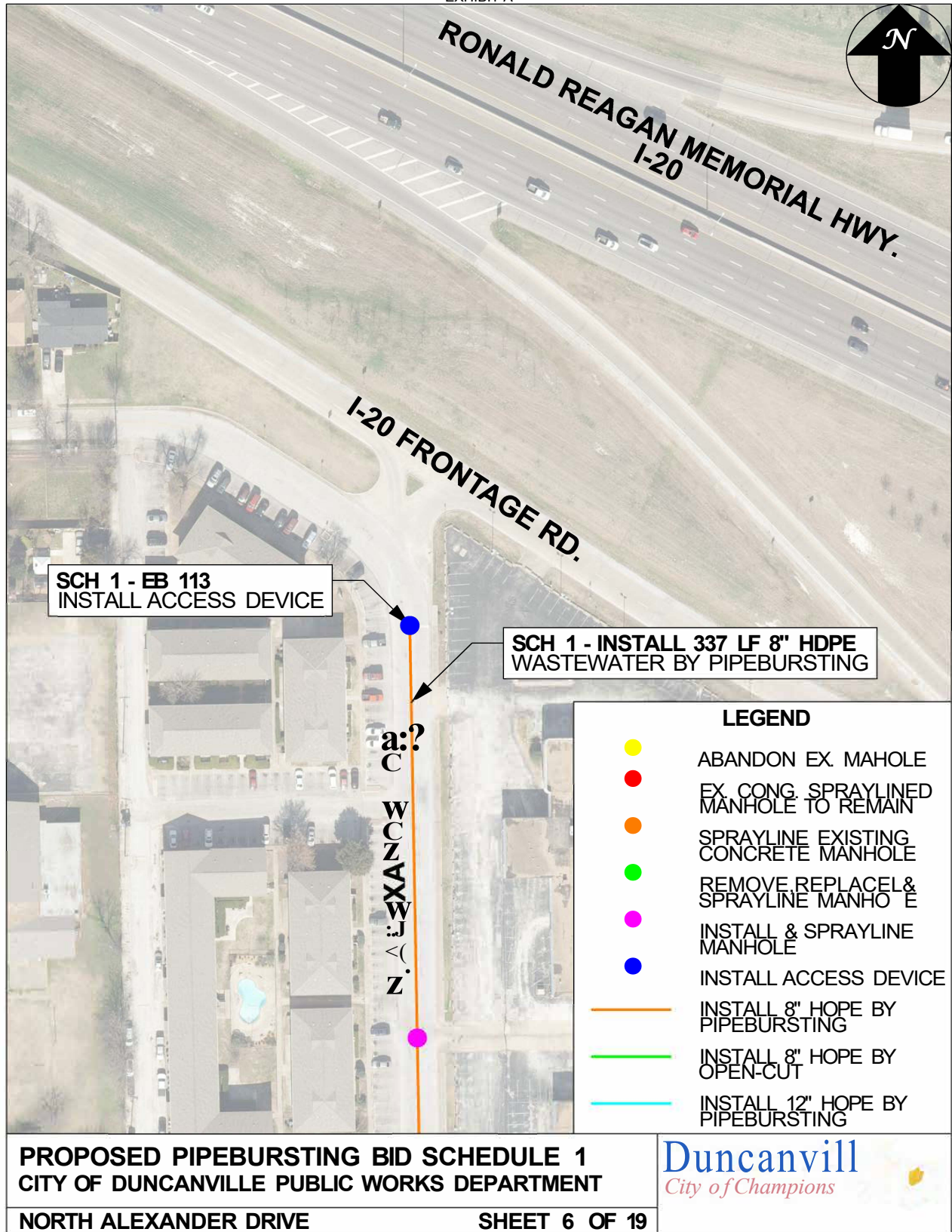
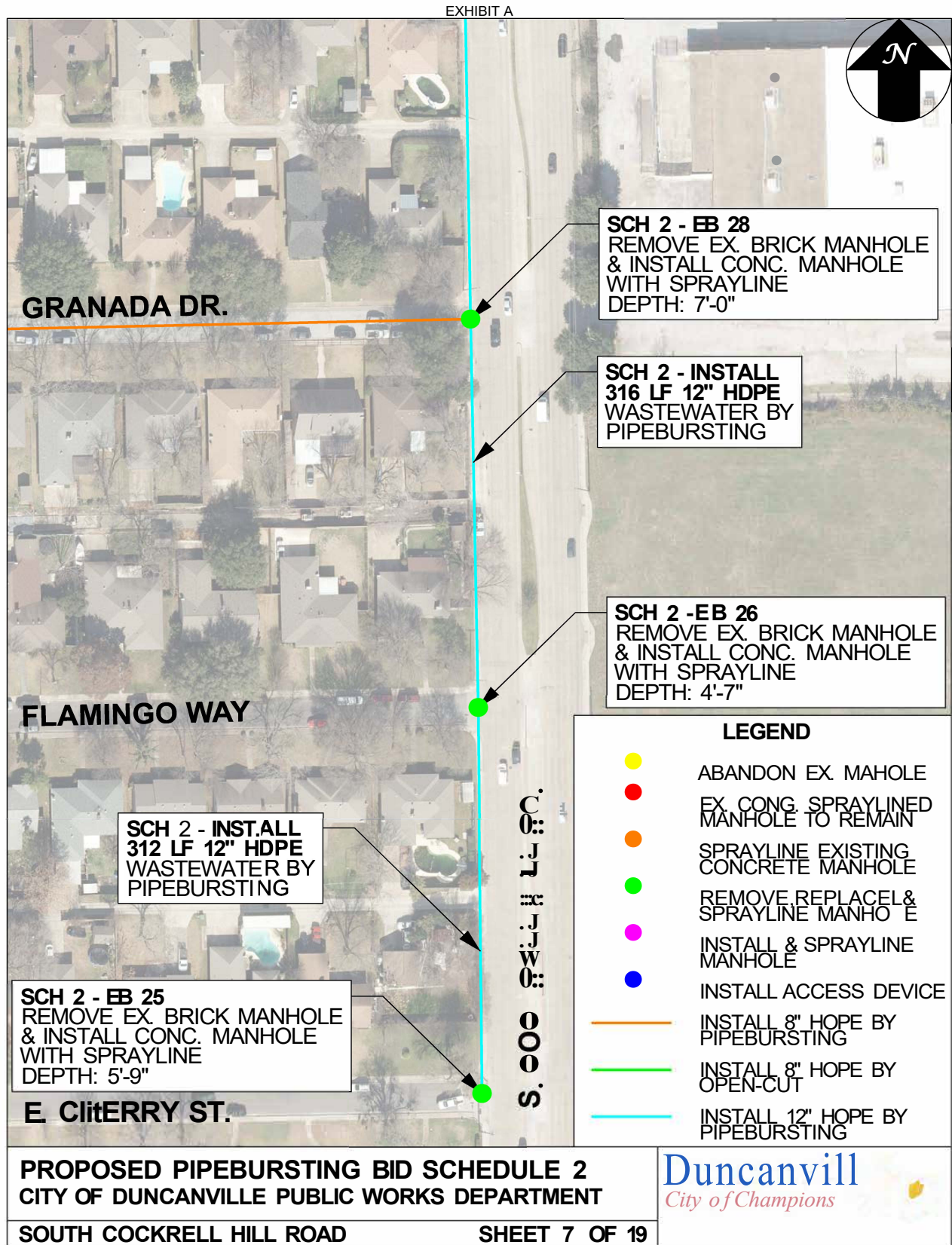


EXHIBIT A





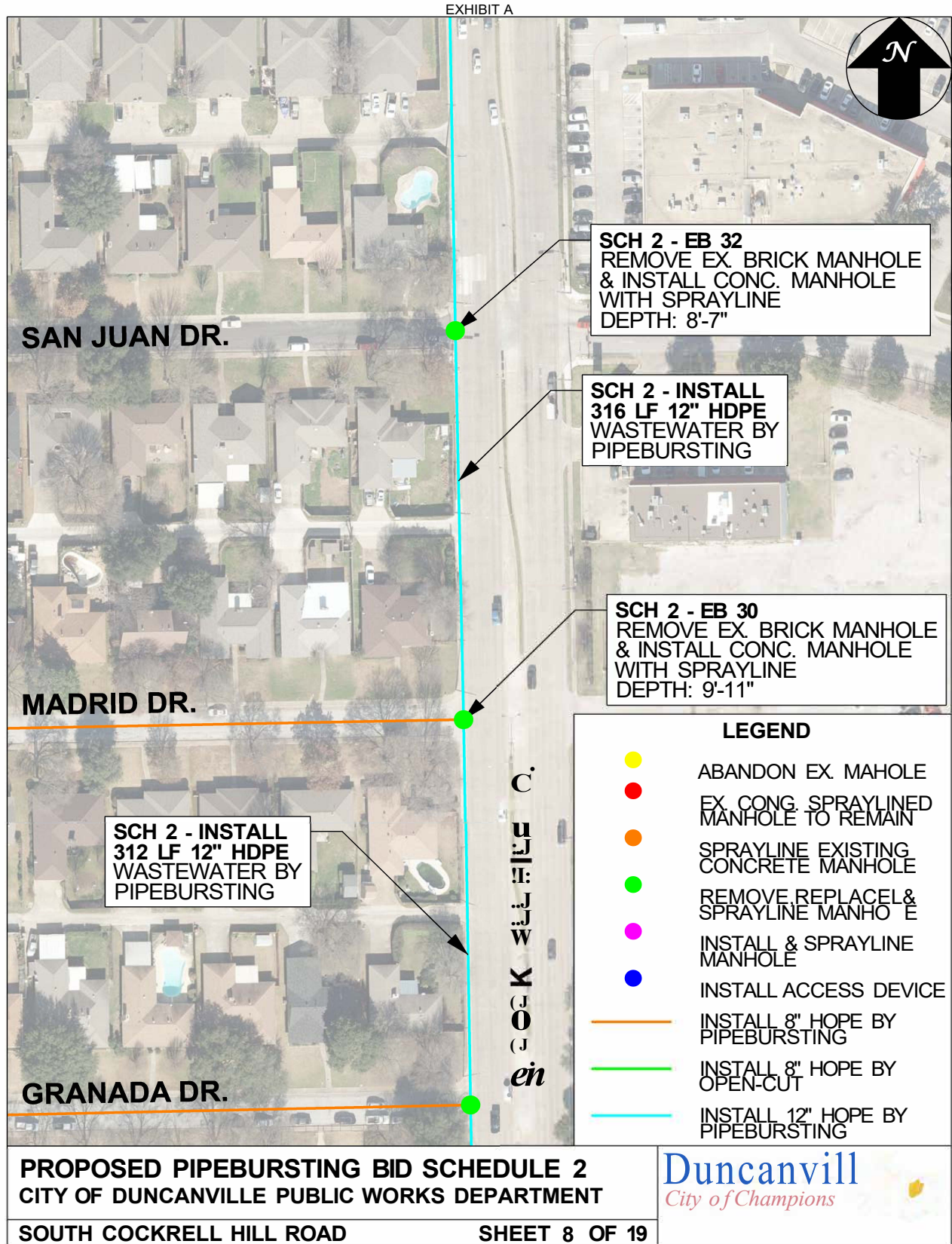


EXHIBIT A

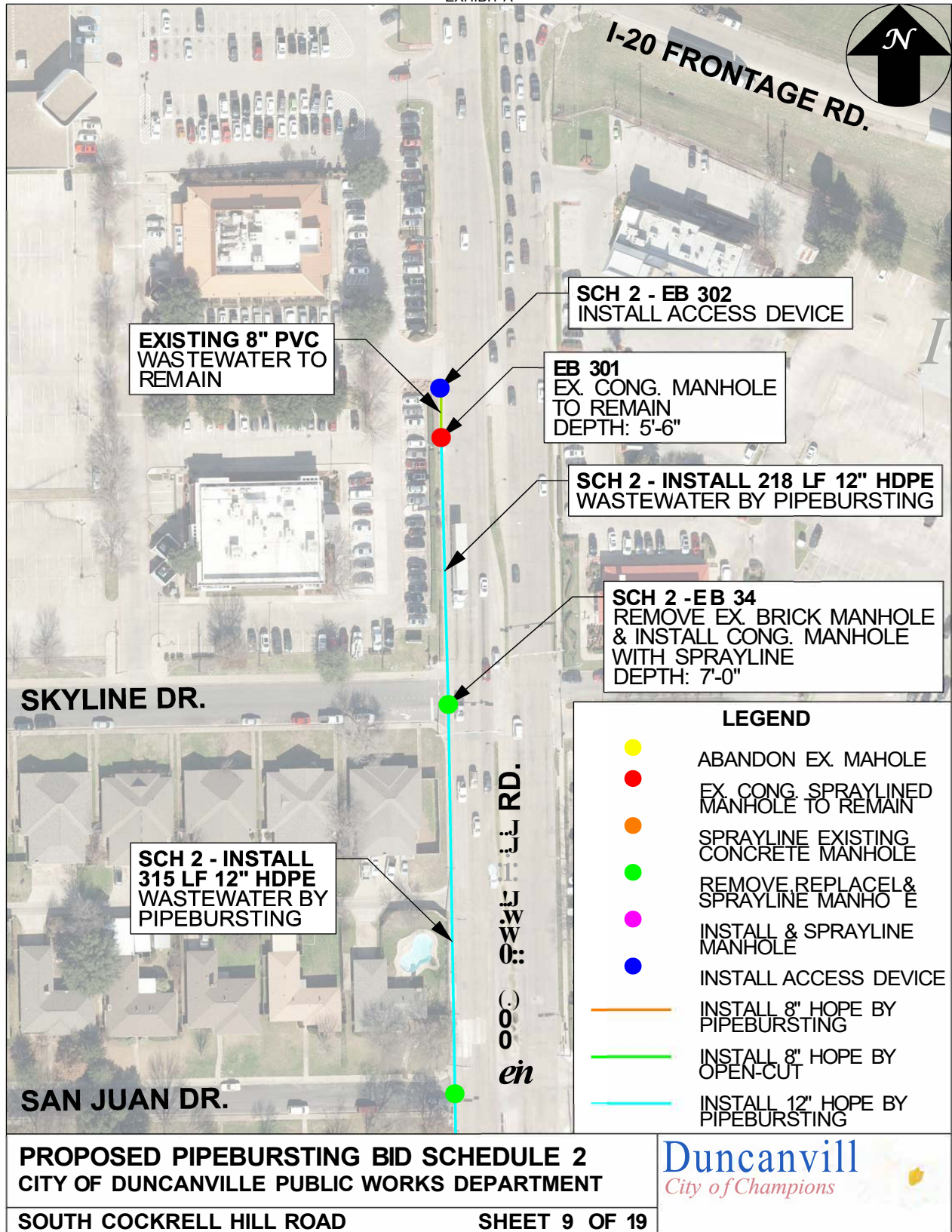
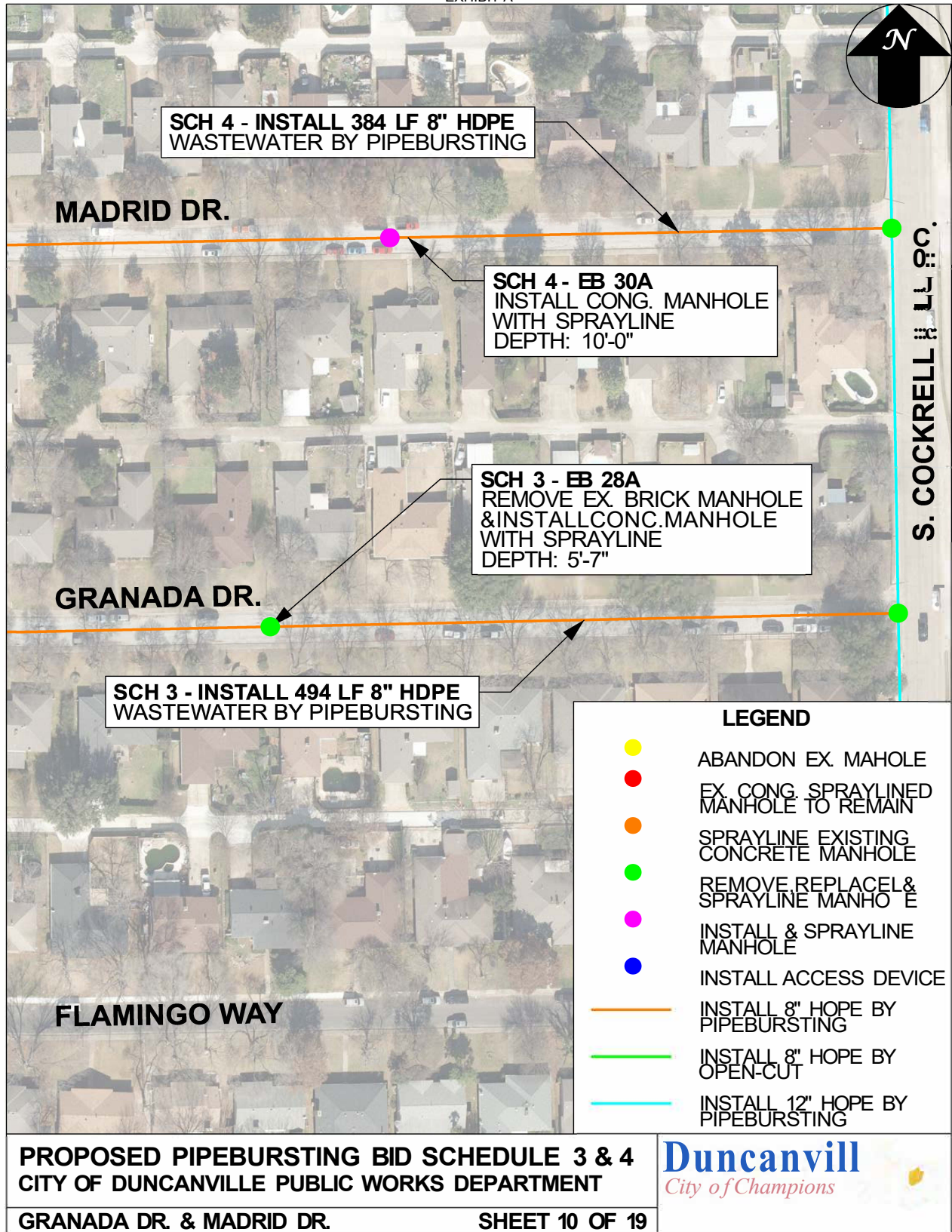
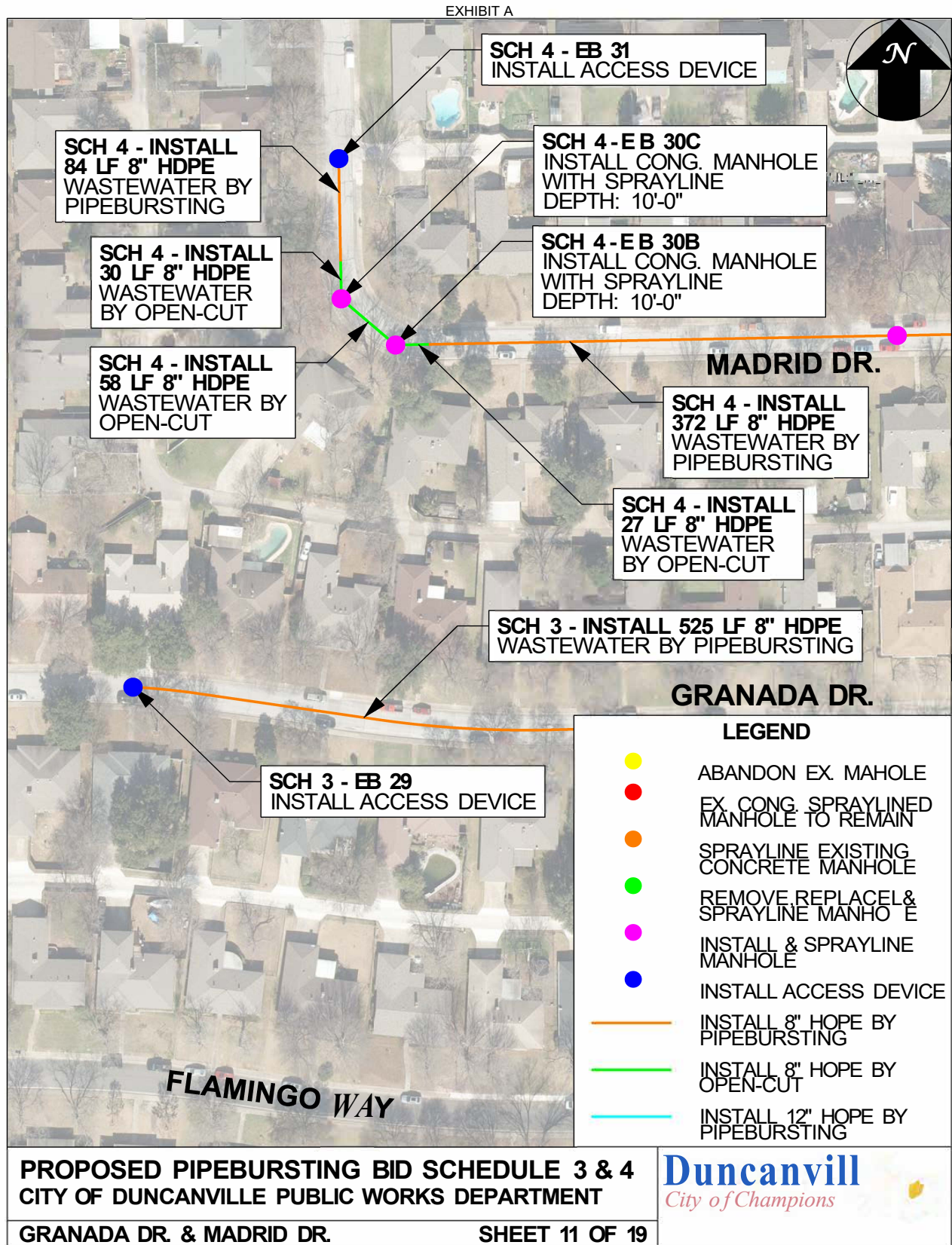
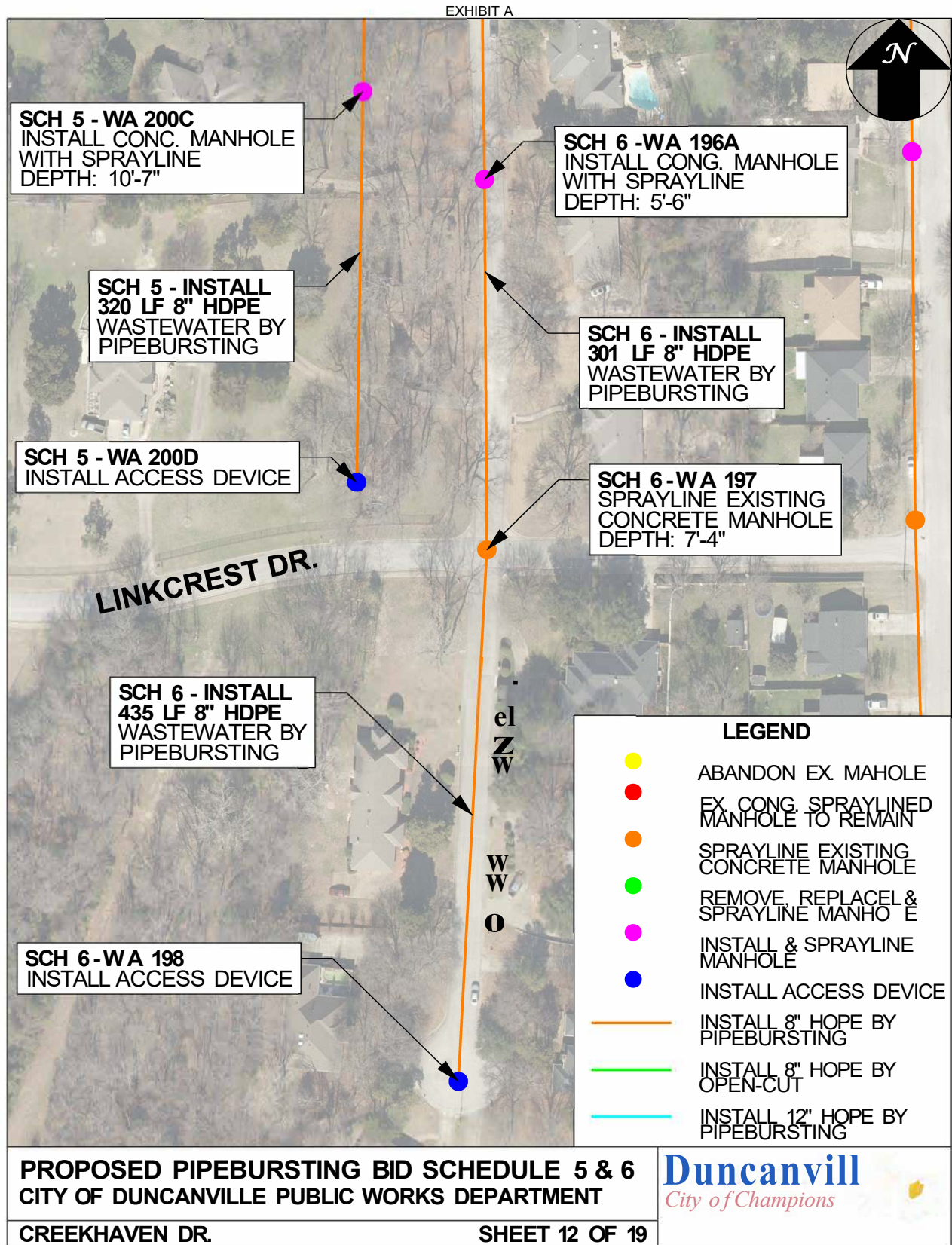


EXHIBIT A







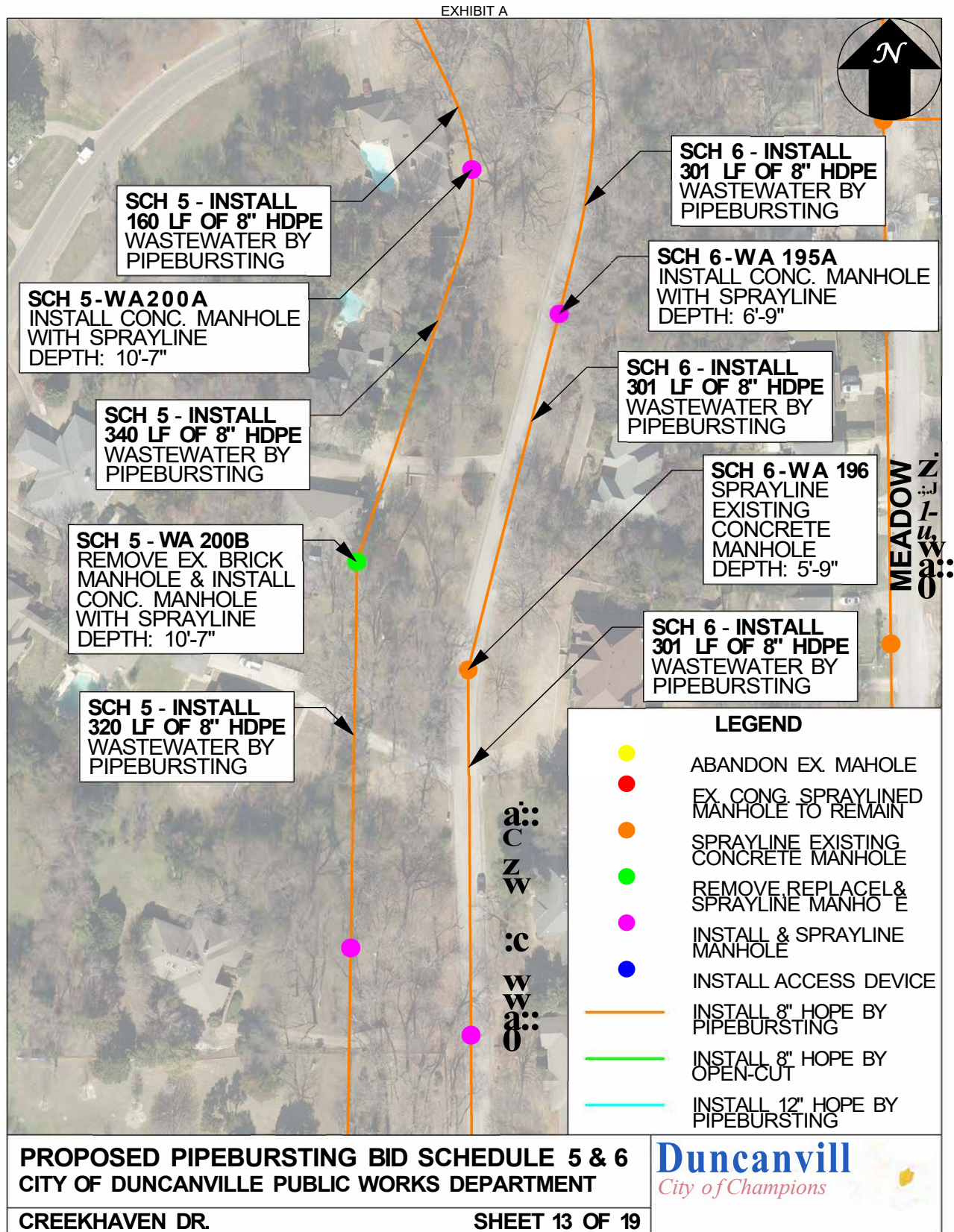


EXHIBIT A

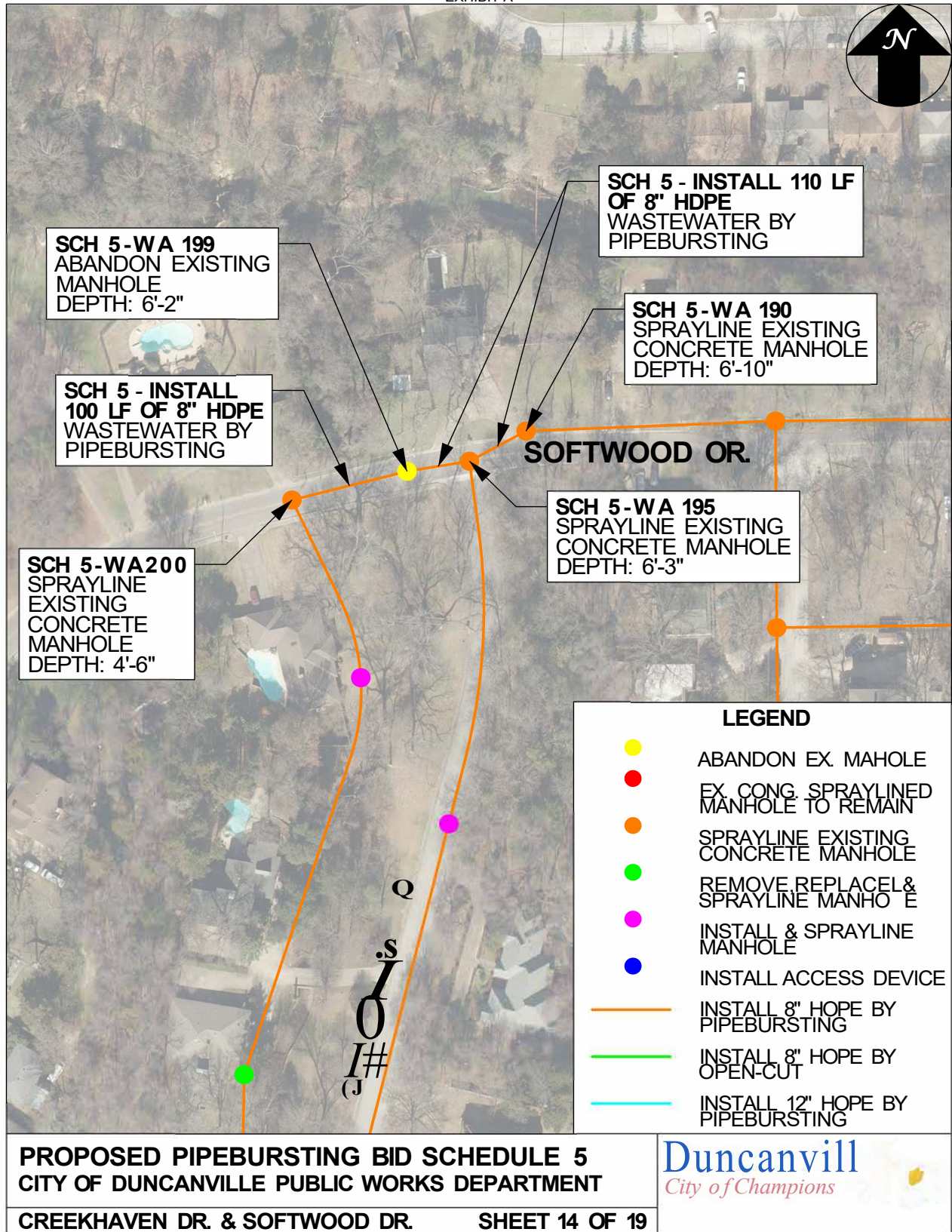
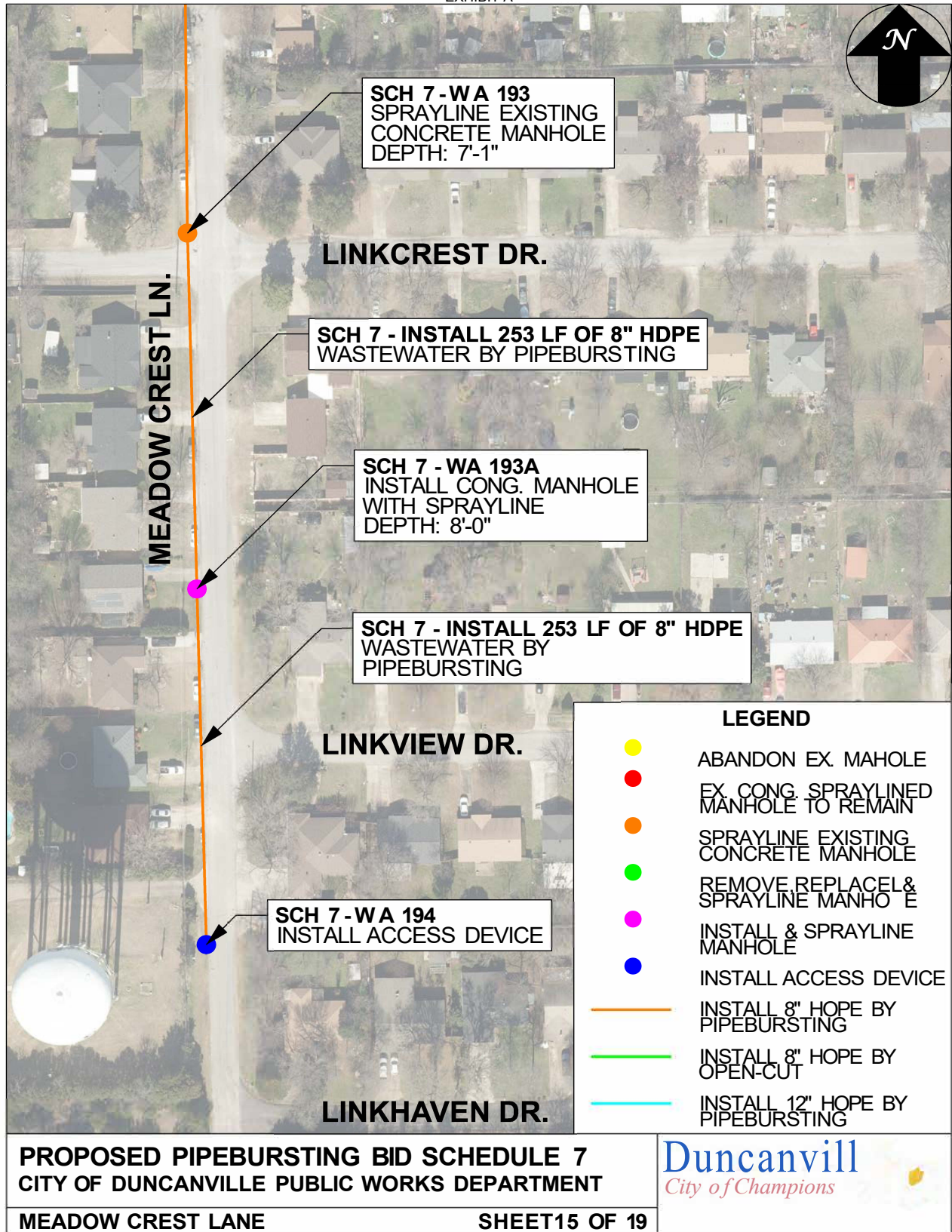


EXHIBIT A



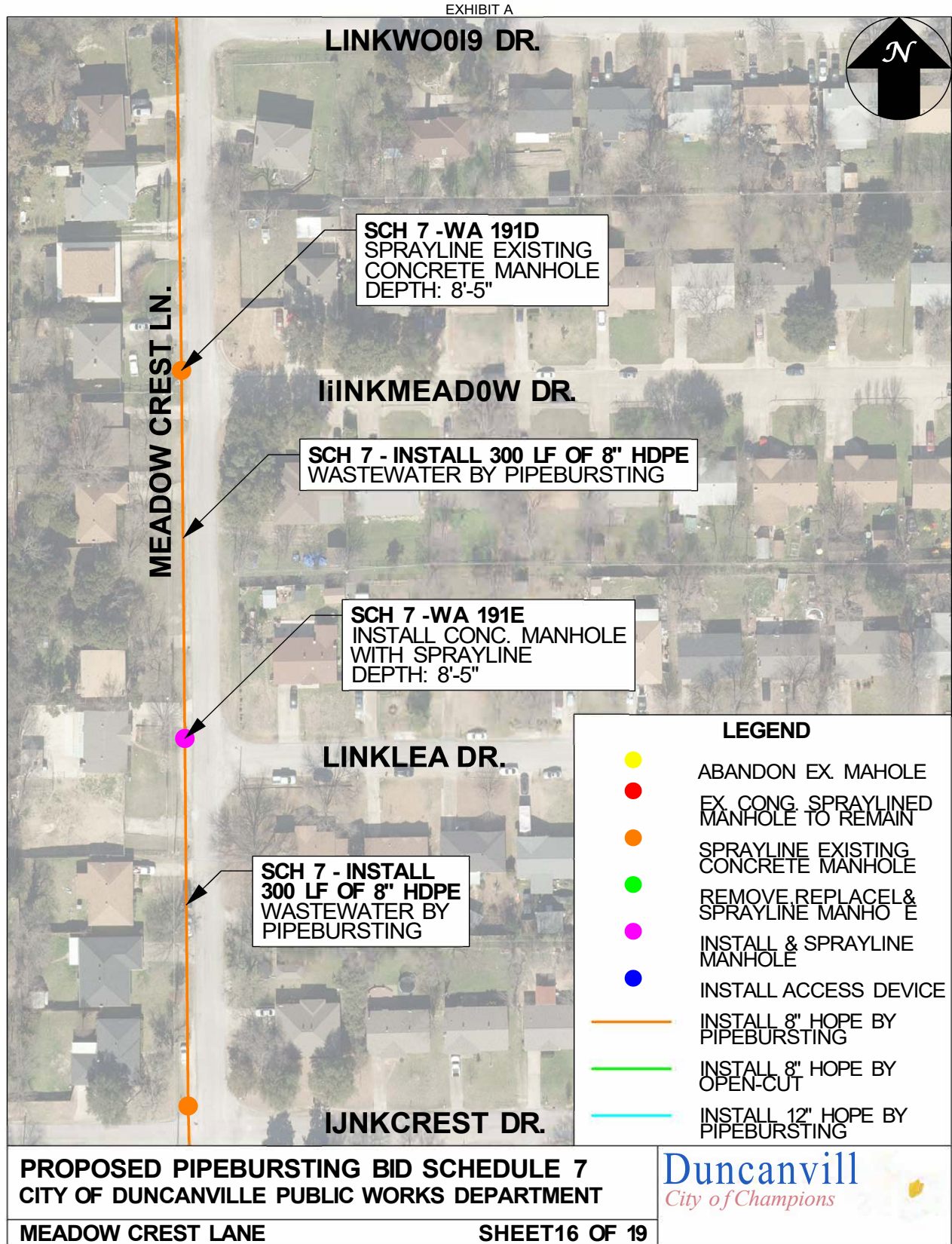
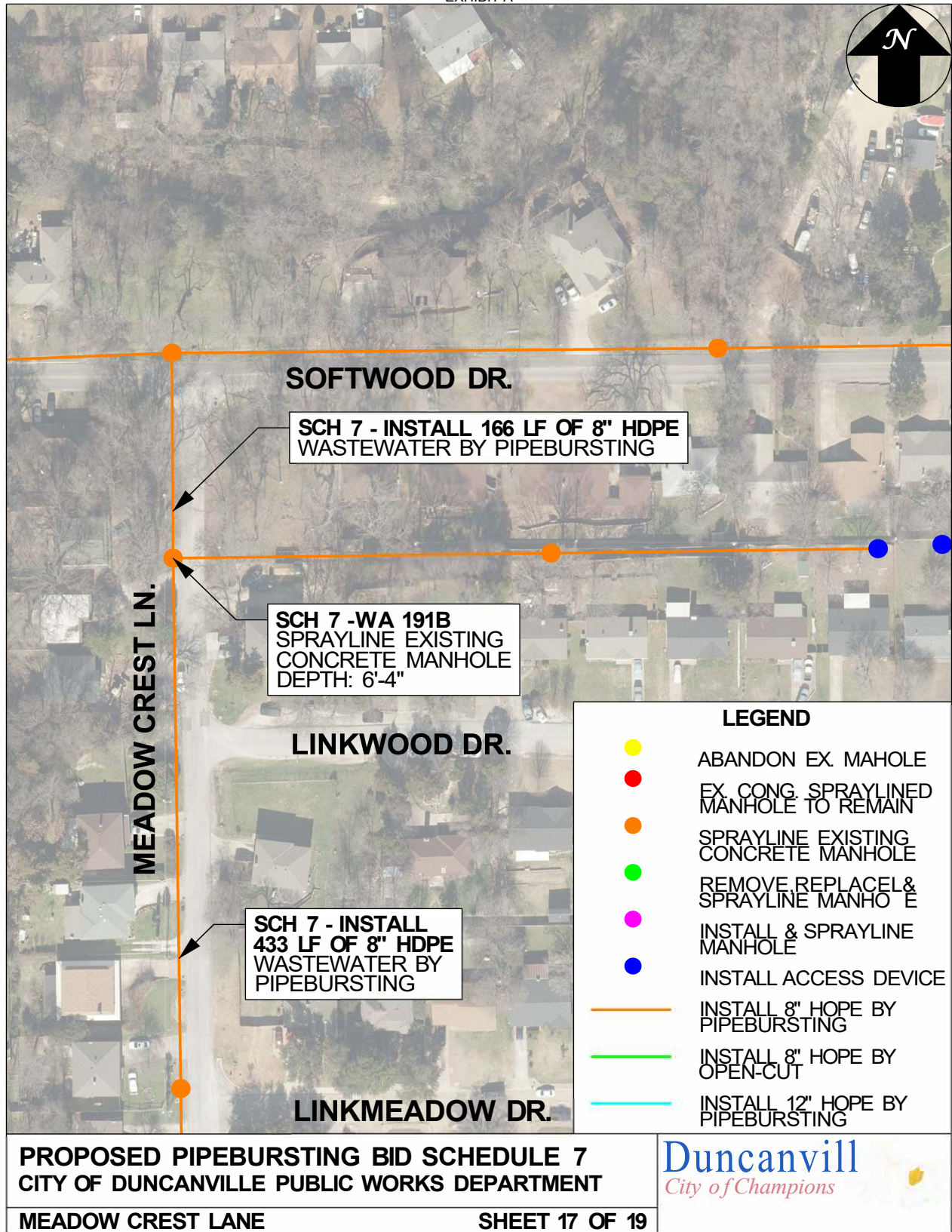
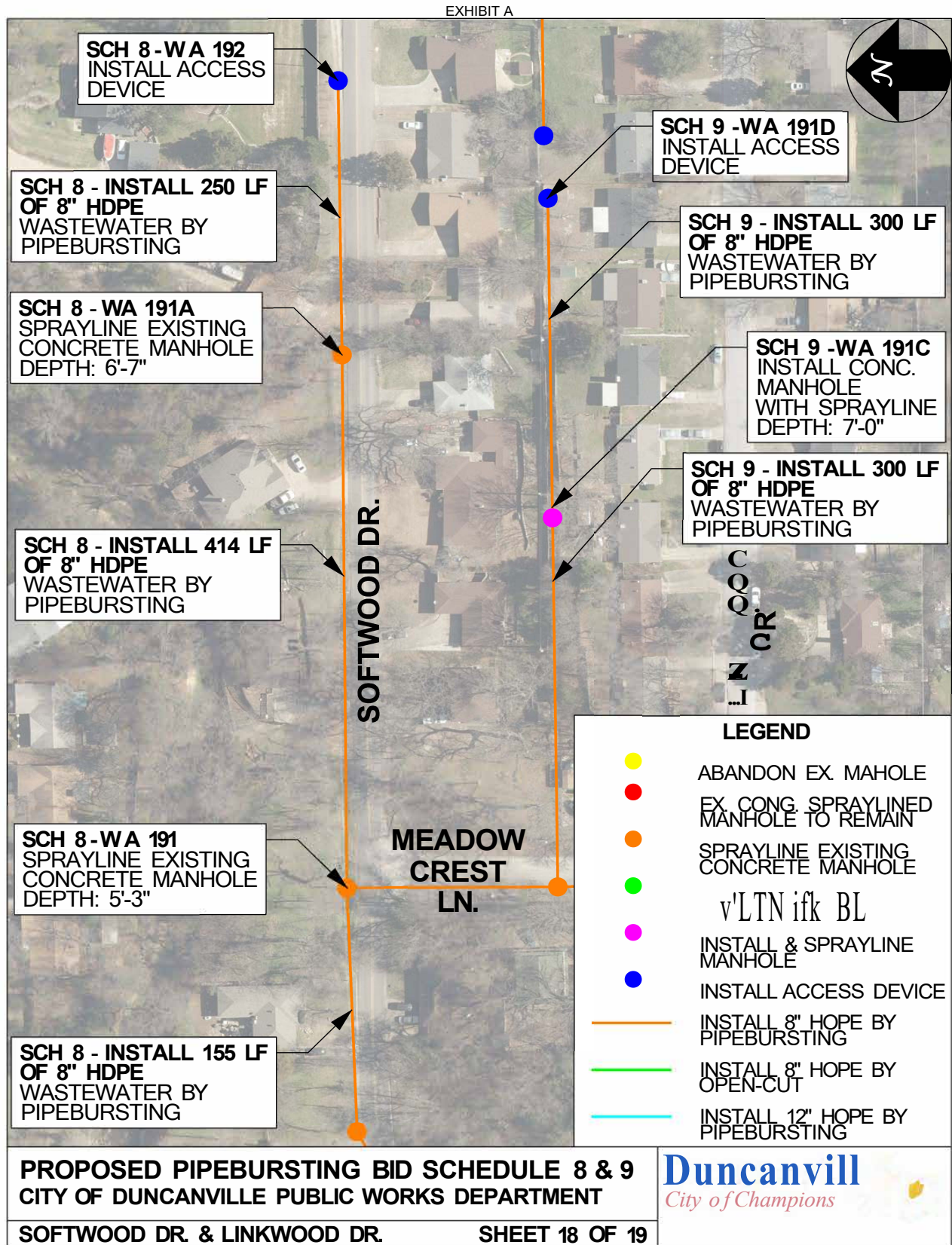
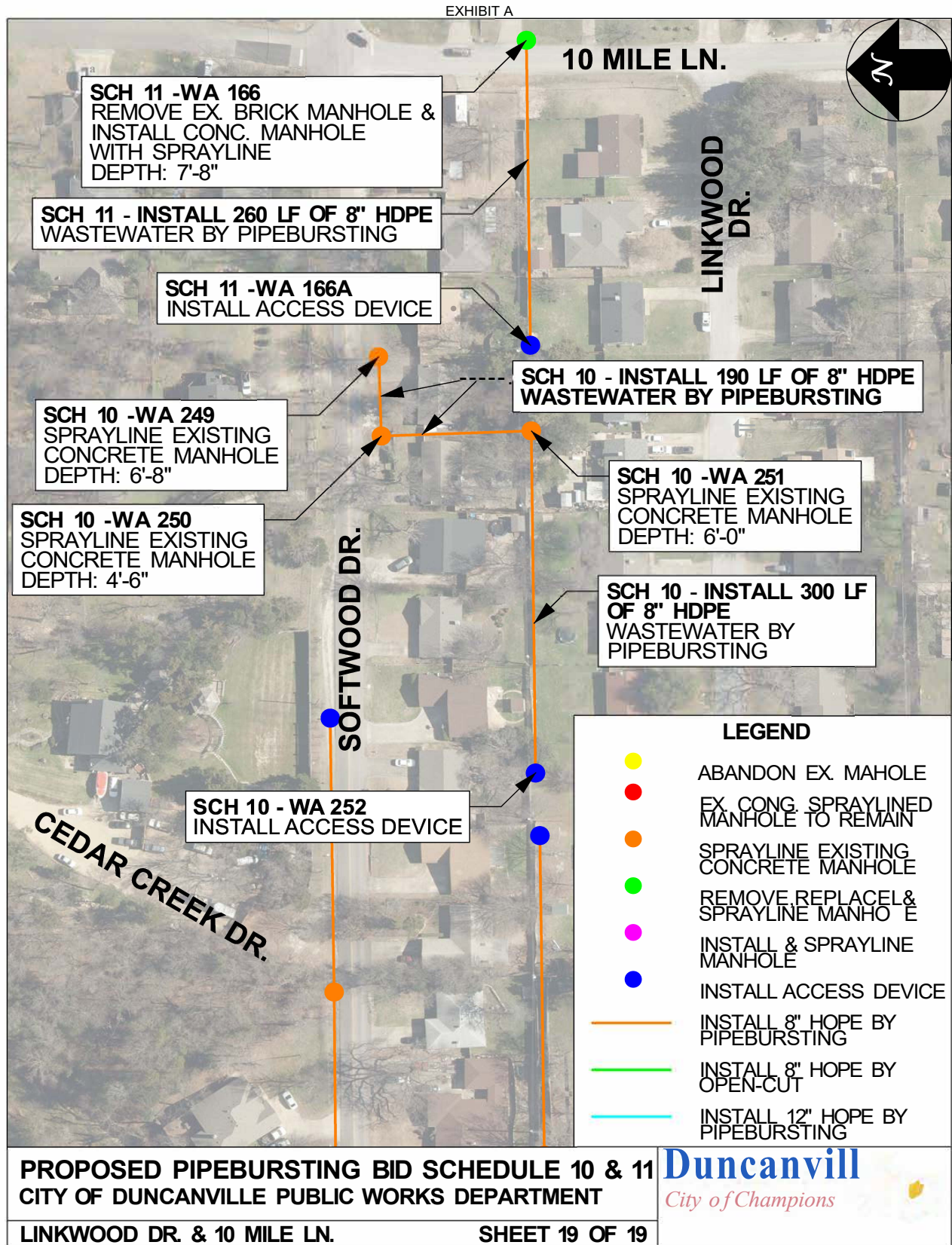


EXHIBIT A







SAM Search Results
List of records matching your search for :

Search Term : Vortex Companies Vortex Infrastructure Holdings LLC*
Record Status: Active

No Search Results



STAFF REPORT

MEETING: City Council - 02 Jun 2020

TITLE:

Consider a Resolution approving the terms and conditions of the Project Specific Agreement with Dallas County for mill & overlay of City streets in the amount of \$355,510.00.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

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

STAFF RESPONSIBLE:

Bryan G. Ramey II, P.E., Director of Public Works

Jacqueline R. Culton, P.E., Deputy Director of Public Works

BACKGROUND/HISTORY:

Every year, Public Works Streets Maintenance Division selects several roads for mill and overlay pavement repairs as part of our annual Street Maintenance Plan. The specific, deteriorated roads to be rehabilitated are selected based on input from Viewworks, the City's pavement management software, on-site evaluation by the Street Superintendent, and coordination with the Utilities Division.

Hot mix asphalt mill and overlay is a cost-effective street maintenance strategy to prolong the life of certain public streets located within the City of Duncanville. This treatment involves milling the top few inches of damaged asphalt pavement and then overlaying the street with fresh asphalt pavement to create a new driving surface which is estimated to last 20 years. The Project Specific Agreement provides for milling and removal of up to four inches of deteriorated asphalt pavement before new asphalt pavement is installed. Removal of the old pavement provides for a more stable surface for new asphalt resurfacing and enhanced drainage of the roadway surface.

In FY20, four road segments were selected for mill and overlay treatment: Harman St, W. Davis St, N. Horne St, and Walnut St. Attached is map illustrating the location of the FY20 streets as well as the overall asphalt street mill and overlay maintenance history since FY01 (Attachment 1).

The unit cost for City to use Dallas County to perform the work is comparable to bid unit cost of 2019 Mill and Overlay contract work performed for City by Pavecon.

POLICY EXPLANATION:

In October 2017, the City and Dallas County entered into a Master Interlocal Agreement for road and bridge maintenance and repair. City Council approval of this Project Specific Agreement is required before the County can start work.

FUNDING SOURCE:

Funding exists in the FY20 General Budget (Street Maintenance) for this project.

RECOMMENDATION:

Staff recommends approval of the Resolution approving the terms and conditions of the Project Specific Agreement with Dallas County for mill & overlay of City streets in the amount of \$355,510.00.

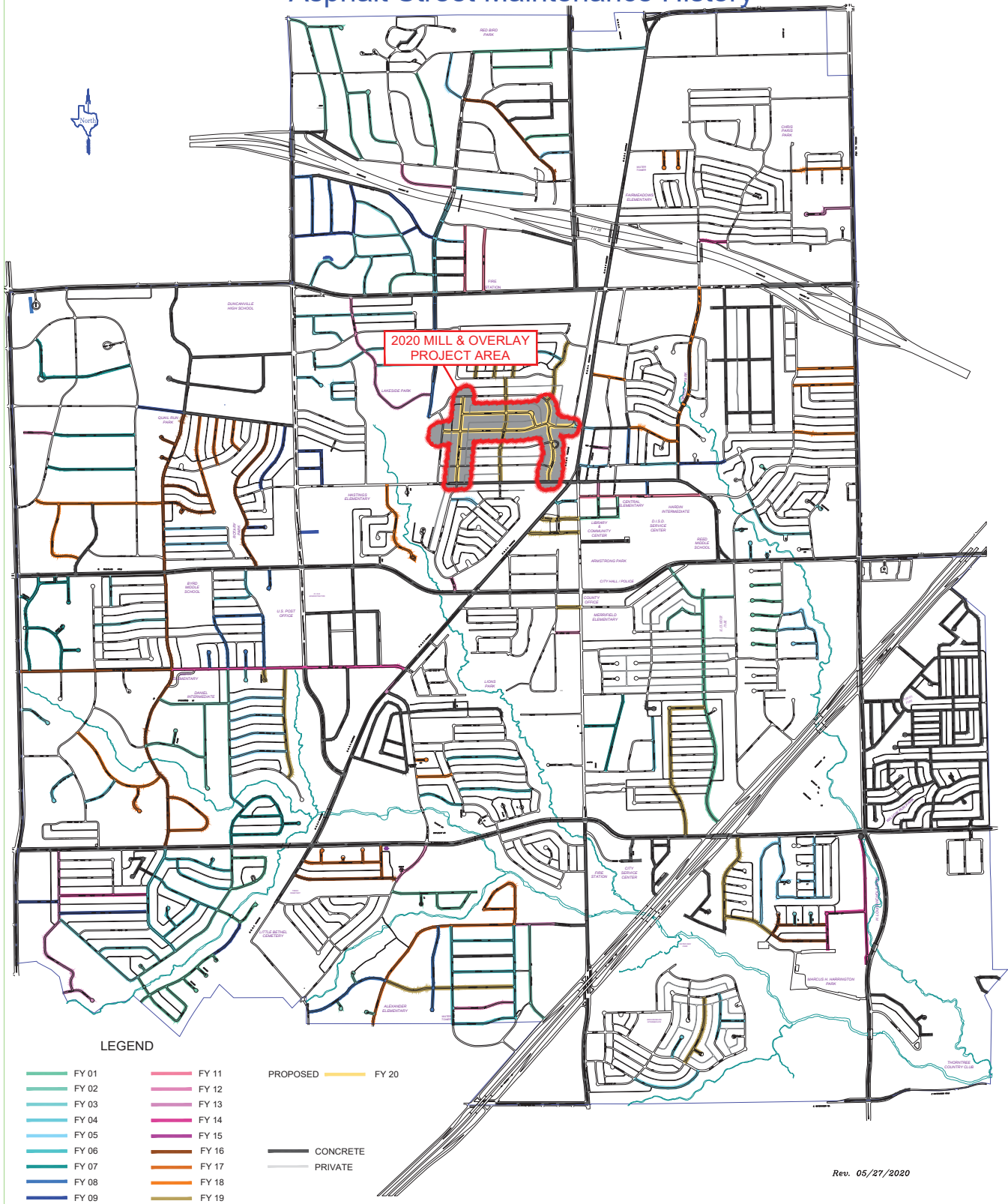
ATTACHMENTS:

[Attachment 1 - Street Maint History FY01-FY20](#)

[Attachment 2 - Resolution 2020-042 with Exhibits](#)

ATTACHMENT 1

Asphalt Street Maintenance History



Rev. 05/27/2020

CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS
GEOGRAPHIC INFORMATION SYSTEM

RESOLUTION NO. 2020-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE PROJECT SPECIFIC AGREEMENT WITH DALLAS COUNTY FOR MILL AND OVERLAY OF CITY STREETS IN THE AMOUNT OF \$305,510.00, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 791 of the Texas Government Code and Chapter 251 of the Texas Transportation Code provides authorization for local governments to contract among themselves for the performance of governmental functions and services;

WHEREAS, on or about October 17, 2017, Dallas County and the City of Duncanville entered into a Master Interlocal Agreement, whereby Dallas County agreed to provide road and bridge maintenance and repair on roadways situated within the territorial limits and jurisdiction of the City of Duncanville and such maintenance to be fully funded and paid for at City's costs and expense; and

WHEREAS, the City of Duncanville now desires Dallas County to perform such maintenance and repairs, consisting of the mill and overlay of public roadway situated in the City of Duncanville, Texas, as more fully described in Exhibit "A";

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

SECTION 1. The Project Specific Agreement with Dallas County for street mill & overlay services which is attached and incorporated herein as Exhibit "A" is hereby approved; and

SECTION 2. That the City Manager or his designee is hereby authorized to issue the appropriate purchase order in the lump sum prices bid in Exhibit "A" in the amount of \$305,510.00; and

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 2nd day of June, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

**PROJECT SPECIFIC AGREEMENT RE: MILL AND OVERLAY OF
STREETS AS LISTED IN ATTACHMENT A, “TYPE E” PUBLIC
ROADWAYS – MADE PURSUANT TO DALLAS COUNTY’S MASTER
ROAD & BRIDGE INTERLOCAL MAINTENANCE AGREEMENT WITH
CITY OF DUNCANVILLE, TEXAS**

This Project Specific Agreement, (hereinafter “PSA”), supplemental to the Master Interlocal Agreement, is made by and between Dallas County, Texas (hereinafter “County”) and the City of Duncanville, Texas (hereinafter “City”), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken on the Streets listed on public roadway in the City of Duncanville, Texas (“Project”).

WHEREAS, Chapter 791 of the Texas Government Code and Chapter 251 of the Texas Transportation Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

WHEREAS, on or about October 17, 2017, County and City entered into a Master Interlocal Agreement (“Agreement”), whereby County agreed to provide road and bridge maintenance and repair on “Type E” roadways, situated within the territorial limits and jurisdiction of City, such maintenance to be fully funded and paid for at City’s costs and expense; and

WHEREAS, City now desires County to perform such maintenance and repairs, consisting of mill and overlay of public roadway situated in the City of Duncanville, Texas, as more fully described on Attachment “A”;

NOW THEREFORE THIS PSA is made by and entered into by County and City, for the mutual consideration stated herein.

Witnesseth

Article I
Project Specific Agreement

This PSA is specifically intended to identify a Project authorized under the Master Agreement, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporates each term and condition thereof as if fully set forth herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II
Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2017-1366,

PSA- City of Duncanville- Mill and Overlay (2020)

1

EXHIBIT A

- dated October 17, 2017, and additions thereto as incorporated herein,
2. The Construction Estimate (Attachment “A”), and
 3. Map/Diagram of the Proposed Work Site (Attachment “B”).

Article III**Term of Agreement**

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

Article IV**Project Description**

This PSA is entered into by the parties for repair, maintenance and improvements conducted on “Type E” public roadway within the City of Duncanville, Texas. The Project shall consist of mill and overlay of streets in the City of Duncanville, Texas, (hereinafter “Project”), and as more fully described in Attachments “A” and “B” attached hereto and incorporated herein. The Project is authorized by the aforementioned Master Agreement, with the parties’ obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of street located within the City.

Article V**Fiscal Funding**

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of the project in the event that the City is unable to fulfill its obligation under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from separate source or terminate from this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

EXHIBIT A

Article VI
Agreements

I. City's Responsibilities:

1. City, at its own expense, shall be responsible for the following: (a) Informing the public of the proposed maintenance or construction of the Project; (b) acquiring any right-of-way necessary to complete the Project under consideration; (c) locating all manholes, water valves, and other utilities within the Project; (d) making all utility relocations or adjustments necessary for the Project; (e) remediation of any hazardous or regulated materials, or other environmental hazard on or near the Project location; and (f) funding the purchase, of all materials necessary to perform the Project construction; (g) furnish water and water meter for project construction.
2. City shall further be responsible for all maintenance when the Project is completed.

II. County Responsibilities:

1. County shall provide labor, manpower and equipment necessary to complete the Project.
2. County shall complete all completed services in a good and workmanlike manner.

III. Funding:

County and City mutually agree that City shall be responsible to pay One Hundred Percent (100%) of the costs and expenses necessary to carry out and to perform the Project. The parties hereto further agree that City shall be responsible to pay \$305,510.00.

1. City shall only be liable and responsible for the amounts set forth in this PSA, and any properly executed amendments and/or supplements hereto, and
2. Should the final cost of the Project exceed the initial and anticipated Project costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein.
3. Immediately upon commencement of the Project by County, City shall deposit with the Dallas County Treasurer, \$ 305,510.00, representing the full amount to be paid to County.

Article VII
Miscellaneous:

- I. Indemnification. County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other 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.**

EXHIBIT A

- II. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- III. Applicable Law. This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.
- IV. Notice. All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:

Director of Public Works
Dallas County
411 Elm Street, Suite 400
Dallas, Texas 75202

and

Commissioner John Wiley Price
Road & Bridge District #3
411 Elm Street, Second Floor
Dallas, Texas 75202

CITY:

Public Works Director
City of Duncanville
203 E. Wheatland Road
P.O. Box 380280
Duncanville, Texas 75116

- V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.

EXHIBIT A

- XI. No Joint Enterprise/Venture. The County and the City agree that neither party is an agent, servant, or employee of the other party. The County and the City also agree that no joint enterprise exists between them.
- XII. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council of the City of Duncanville.

The City of Duncanville, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____, dated the ____ day of _____, 2020.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2020.

Executed this the _____ day of _____, 2020.

Executed this the _____ day of _____, 2020.

CITY OF DUNCANVILLE:

COUNTY OF DALLAS:

BARRY L. GORDON
MAYOR

CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:

KRISTIN DOWNS
CITY SECRETARY

DALLAS COUNTY
JOHN CREUZOT
DISTRICT ATTORNEY

APPROVED AS TO FORM:

Robert Hager
City Attorney

Sherri Turner
Assistant District Attorney

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

EXHIBIT A

OFFICE OF COMMISSIONER
DISTRICT NO. 3



JOHN WILEY PRICE

ATTACHMENT (A)

MILL AND OVERLAY ESTIMATE FOR TYPE (E) STREETS LISTED BELOW. IN THE CITY OF DUNCANVILLE. MILL EXSISTING PAVEMENT UP TO 4 INCHES. FINISH GRADE ELEVATION TO MATCH CURB LINE, TACK COAT, LEVEL UP AS NEEDED, HMAC TYPE D LEVEL UP AND 2" OVERLAY TO AVERAGE 275 LBS PER SY. ESTIMATE DOES NOT INCLUDED BASE FAILURE REPAIRS. MILLED MATERIAL WILL BE STOCK PILED AT CITIES LOCATION.

STREET	BEGIN	END	LENGHT	WIDTH	SY	BLOCK	COST
Davis	Hustead	Tanglewood	2,500	22	6,111	101 - 314	98,346.00
N. Horne	Center	Mizell	1,630	23	4,166	103 - 507	67,312.00
Walnut	Center	Mizell	1,600	23	4,089	102 - 423	66,227.00
Harmon	N. Horne	Davis	1,625	25	4,513	203 - 335	72,625.00
Mobilization							1,000.00
					City	Cost	\$305,510.00

CITY TO FURNISH, WATER FOR PROJECT, WATER METER, UTILITY LOCATES AND UTILITY VALUE AND MAN HOLE RISER AS NEEDED.

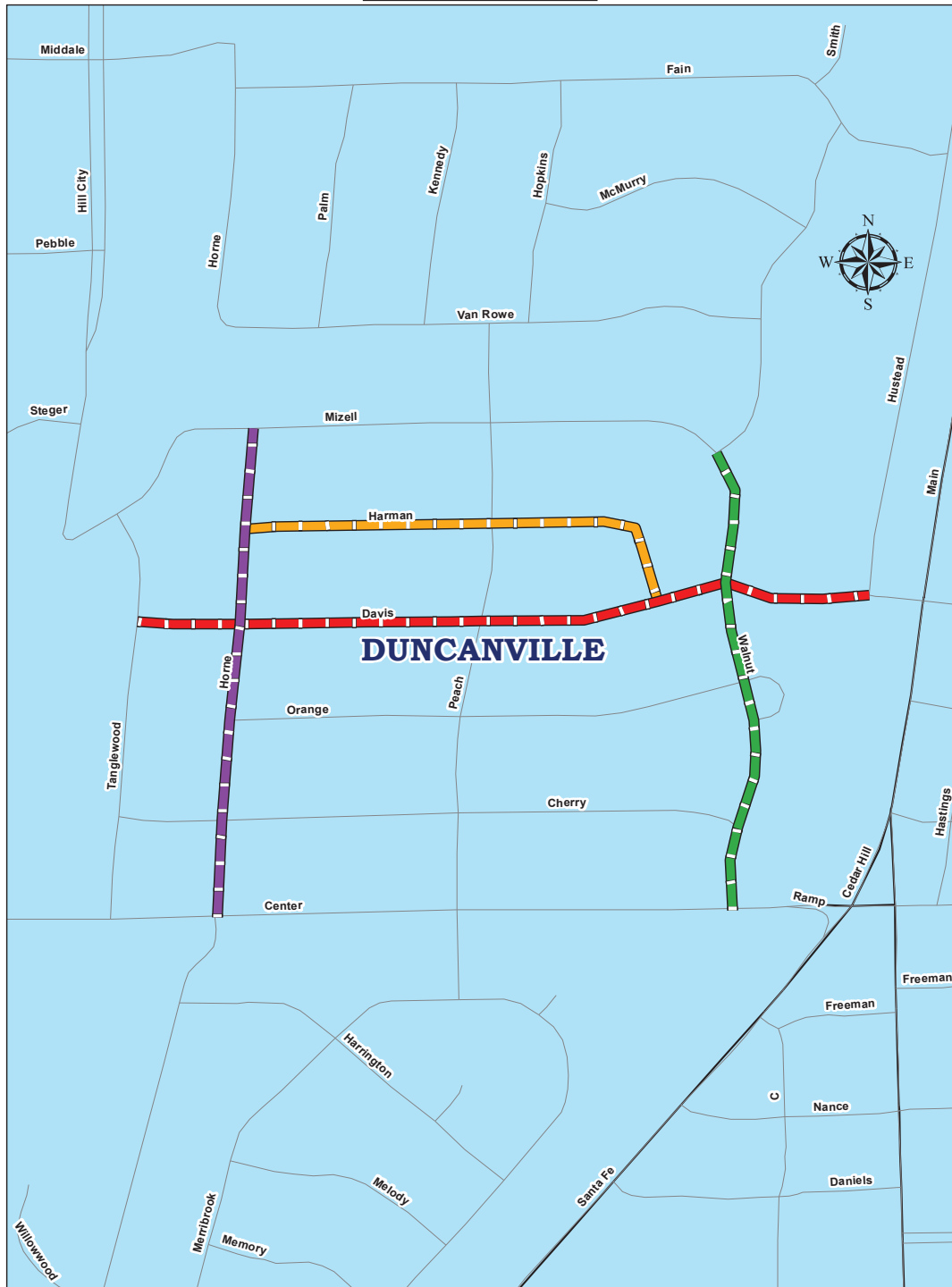
Administrative Office: 411 Elm Street, 2nd Floor Dallas, TX 75202
District Office: 1506 Langdon Road Dallas, TX 75241

(214) 653-6671
(972) 225-2378

website: <http://www.dallascounty.org>

EXHIBIT A

"ATTACHMENT B"



Type E Street(s)

- Davis Street - Tanglewood Drive to Hustead Street
- Harman Street - Horne Street to Davis Street
- Horne Street - Center Street to Mizell Street
- Walnut Street - Center Street to Mizell Street

Index

- Minor Road
- Major Road
- Highway/Freeway



STAFF REPORT

MEETING: City Council - 02 Jun 2020

TITLE:

Consider a Resolution approving the terms and conditions of the Project Specific Agreement with Dallas County for reconstruction and replacement of a portion of Wintergreen Rd and Drainage Pipe in the amount of \$122,000.00.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 1. Most engaged citizens in America
 - Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.

STAFF RESPONSIBLE:

Bryan G. Ramey II, P.E., Director of Public Works

Jacqueline R. Culton, P.E., Deputy Director of Public Works

BACKGROUND/HISTORY:

The segment of Wintergreen Rd between Cockrell Hill Rd and DeSoto's Ten Mile Bridge is in very poor condition. In the past, conditions along this segment of road included multiple ruts and potholes. Public Works received several complaints from residents of both Duncanville and DeSoto regarding the poor condition of the road. Despite multiple pothole repairs, Street crews could not keep up with the patches.

In October 2019, Dallas County performed an emergency level-up of this road segment to smooth out the ruts and potholes in order to give the City and County time to reconstruct the road. The scope of the reconstruction is to first replace the failing drainage pipe that goes under Wintergreen Road, then the County will mill the asphalt pavement to expose the base course, stabilize the base course, and place new asphalt to restore the driving surface. This road reconstruction is estimated to last 10 years.

The total labor, equipment and materials cost to reconstruct 2,200 linear feet of Wintergreen Road, between Ten Mile Bridge and divided pavement at Cockrell Hill, with asphalt is \$192,000. However, the Project Specific Agreement provides for Dallas County to share the cost and provide labor and equipment in the amount of \$70,000 at no expense to the City since Wintergreen Road is a major thoroughfare which transverses multiple cities in the county. The City is only responsible to pay \$122,000.00 for materials. The City has selected to reconstruct with asphalt due to the cost differential in asphalt versus concrete. It would cost an estimated \$800,000 to reconstruct the road segment with concrete. The City would be responsible for paying \$400,000 (or 50%) of the concrete reconstruction cost.

POLICY EXPLANATION:

In October 2017, the City and Dallas County entered into a Master Interlocal Agreement for road and bridge maintenance and repair. City Council approval of this Project Specific Agreement is required before the County can start work.

FUNDING SOURCE:

Funding exists in the FY20 General Budget (Street Maintenance) for this project.

RECOMMENDATION:

Staff recommends approving the Resolution approving the terms and conditions of the Project Specific Agreement with Dallas County for reconstruction and replacement of a portion of Wintergreen Rd and Drainage Pipe in the amount of \$122,000.00.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2020-043 - Wintergreen Rd Reconstruction Project Specific Agreement with Dallas County](#)

RESOLUTION NO. 2020-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE PROJECT SPECIFIC AGREEMENT WITH DALLAS COUNTY FOR RECONSTRUCTION AND REPLACEMENT OF A PORTION OF WINTERGREEN RD AND DRAINAGE PIPE, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A" IN THE AMOUNT OF \$122,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 791 of the Texas Government Code and Chapter 251 of the Texas Transportation Code provides authorization for local governments to contract among themselves for the performance of governmental functions and services;

WHEREAS, on or about October 17, 2017, Dallas County and the City of Duncanville entered into a Master Interlocal Agreement, whereby Dallas County agreed to provide road and bridge maintenance and repair on roadways situated within the territorial limits and jurisdiction of the City of Duncanville and such maintenance to be fully funded and paid for at City's costs and expense; and

WHEREAS, the City of Duncanville now desires Dallas County to perform such maintenance and repairs, consisting of the Wintergreen Road reconstruction situated in the City of Duncanville, Texas, as more fully described in Exhibit "A";

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

SECTION 1. The Project Specific Agreement with Dallas County for Wintergreen Rd Pavement and Drainage Pipe Reconstruction and Replacement which is attached and incorporated herein as Exhibit "A" is hereby approved; and

SECTION 2. That the City Manager or his designee is hereby authorized to issue the appropriate purchase order in the lump sum prices bid in Exhibit "A" in the amount of \$122,000.00; and

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 2nd day of June, 2020

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

**PROJECT SPECIFIC AGREEMENT
RE: WINTERGREEN ROAD, "TYPE B" PUBLIC ROADWAY -- MADE
PURSUANT TO MASTER ROAD & BRIDGE INTERLOCAL
MAINTENANCE AGREEMENT BETWEEN DALLAS COUNTY, TEXAS
AND CITY OF DUNCANVILLE, TEXAS**

This Project Specific Agreement, (hereinafter "PSA"), supplemental to the Master Interlocal Agreement, is made by and between Dallas County, Texas (hereinafter "County") and the City of Duncanville, Texas (hereinafter "City"), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken on the Streets listed on public roadway in the City of Duncanville ("Project").

WHEREAS, Chapter 791 of the Texas Government Code and Chapter 251 of the Texas Transportation Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services; and

WHEREAS, on or about October 17, 2017, County and City entered into a Master Interlocal Agreement ("Agreement"), whereby County agreed to provide partial funding for such duly qualified "Type B: road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of City, and

WHEREAS, City now desires County to provide partial funding for such a duly qualified project consisting of reconstruction and replacement of 60 feet of drainage pipe and 2200 linear feet of enumerated public roadway situated in the City of Duncanville, Texas, as more fully described on Attachment "A".

NOW THEREFORE THIS PSA is made by and entered into by County and City, for the mutual consideration stated herein.

Witnesseth

**Article I
Project Specific Agreement**

This PSA is specifically intended to identify a Project authorized under the Master Agreement. This document sets forth the rights and responsibilities pertaining to each party hereto, and is additional and supplemental to the Master Agreement, and all amendments and supplements thereto, which are incorporated herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

**Article II
Incorporated Documents**

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Interlocal Agreement authorized by County Commissioners Court Order.

EXHIBIT A

- 2017-1366 dated October 17, 2017, and additions thereto as incorporated herein,
2. The Construction Estimate (Attachment “A”), and
 3. Map/Diagram of the Proposed Work Site (Attachment “B”).

Article III**Term of Agreement**

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

Article IV**Project Description**

This PSA is entered into by the parties for purpose of jointly identifying and funding repair, maintenance and improvements on duly qualified “Type B” public roadway within the City of Duncanville, Texas. The Project shall consist of reconstruction and replacement of 60 feet of drainage pipe on Wintergreen Road in the City of Duncanville, Texas, (hereinafter “Project”), and as more fully described in Attachments “A” and “B”, attached hereto and incorporated herein. The Project is authorized by the aforementioned Master Interlocal Agreement, with the parties’ obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

Article V**Fiscal Funding**

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

EXHIBIT A

Article VI
Agreements

I. **City's Responsibilities:**

1. Where necessary, City, at its own expense, shall be responsible for the following: (a) informing the public of the proposed reconstruction of the Project; (b) locating all manholes, water valves, and other utilities within the Project, (c) making or causing to be made all utility relocations or adjustments necessary for execution and completion of the Project; (d) acquiring any right-of-way necessary to complete the Project; (e) remediating any hazardous or regulated material, or other environmental hazard in the Project location, (f) funding the purchase of all materials necessary to perform the Project construction; (g) furnish water and water meter for project; (h) design, install and maintain detour needed for five day road closure.
2. City shall further be responsible for all maintenance when the Project is completed.

II. **County Responsibilities:**

1. County shall provide labor, manpower and equipment necessary to complete the Project.
2. County shall complete all contemplated services in a good and workmanlike manner.

III. **Funding:**

County and City mutually agree that the initial and anticipated Project cost is approximately \$192,000.00 as set forth in Attachment "A". The parties hereto further agree that City shall be responsible to pay \$122,000.00. County shall contribute the remaining amount, in-kind, in the form of labor and equipment in the amount of \$70,000.00. In no event shall County's in-kind contribution exceed Fifty Percent (50%) of the initial and anticipated total Project cost.

City and County further agree as follows:

1. Should the final cost of the Project exceed the initial and anticipated Project costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein.
2. Immediately upon the commencement of the Project by County, City shall deposit with the Dallas County Treasurer \$122,000.00, representing the full amount of material cost purchased by Dallas County.

EXHIBIT A

Article VII

Miscellaneous:

- I. **Indemnification.** County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other 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.
- II. **No Third Party Beneficiaries.** The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- III. **Applicable Law.** This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.
- IV. **Notice.** All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:

Director of Public Works
Dallas County
411 Elm Street, Suite 400
Dallas, Texas 75202

and

Commissioner John Wiley Price
Road & Bridge District #3
411 Elm Street, Second Floor
Dallas, Texas 75202

CITY:

Director of Public Works
City of Duncanville
203 E. Wheatland Road
P.O. Box 380280
Duncanville, Texas 75116

- V. **Assignment.** This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. **Binding Agreement; Parties Bound.** Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.

EXHIBIT A

- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.
- XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council of the City of Duncanville.

The City of Duncanville, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____, dated the ____ day of _____, 2020.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2020.

Executed this the _____ day of _____, 2020.

Executed this the _____ day of _____, 2020.

CITY OF DUNCANVILLE:

COUNTY OF DALLAS:

BARRY L. GORDON
MAYOR

CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:

DALLAS COUNTY

KRISTIN DOWNS
CITY SECRETARY

JOHN CREUZOT
DISTRICT ATTORNEY

EXHIBIT A

APPROVED AS TO FORM:

Robert Hager
City Attorney

Sherri Turner
Assistant District Attorney

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

EXHIBIT A

OFFICE OF COMMISSIONER
DISTRICT NO. 3



JOHN WILEY PRICE

ATTACHMENT (A)

RECONSTRUCTION ESTIMATE FOR TYPE (B) ROAD LISTED BELOW. IN THE CITY OF DUNCANVILLE. MILL INPLACE, ADDING STABILIZER, PRIME COAT, SINGLE COURSE CHIP SEAL, HMAC TYPE D LEVEL UP AND 2" OVERLAY TO AVERAGE 330 LBS PER SY. WIDTH MAY VARY. REPLACE ESTIMATED 60 FEET OF EXSISTING 42 INCH CORRUGATED STEEL DRIANAGE PIPE.

Street	Begin	End	Length	Width	SY	BLOCK	Total	County	City
Winter Greene	Ten mile Bridge	Divided pavement at Cockrell Hill	2,200	24	5,867	1003 -1020	\$192,000.00	\$70,000.00	\$122,000.00
							City	Cost	\$122,000.00

CITY TO FURNISH; WATER, WATER METER.UTILITY LOCATES, UTILITY VALUE AND MAN HOLE RISER AS NEEDED.

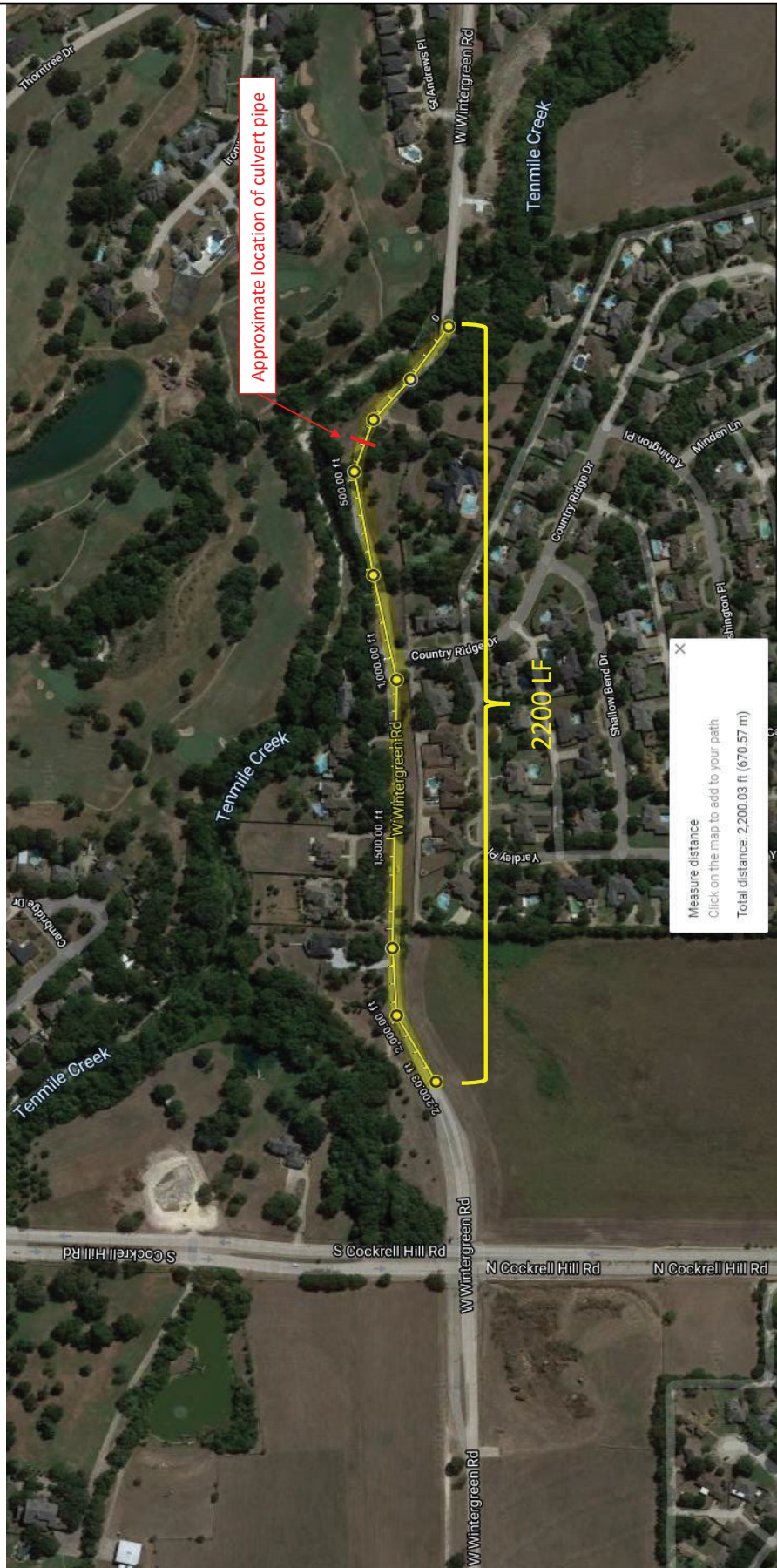
CITY WILL; DESIGN, INSTALL AND MAINTAIN THE DETOUR NEEDED FOR THE FIVE DAY ROAD CLOSURE.

Administrative Office: 411 Elm Street, 2nd Floor Dallas, TX 75202
District Office: 1506 Langdon Road Dallas, TX 75241

(214) 653-6671
(972) 225-2378
website:<http://www.dallascounty.org>

EXHIBIT A

Attachment "B" to Wintergreen PSA





STAFF REPORT

MEETING: City Council - 02 Jun 2020

TITLE:

Consider a Resolution for an Agreement of Cooperation for CDBG/HOME/ESG Programs with Dallas County.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

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

STAFF RESPONSIBLE:

Bryan G. Ramey II, P.E., Director of Public Works

BACKGROUND/HISTORY:

The Dallas County Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) have been in existence since 1988. The Emergency Solutions Grants (ESG) program, formerly the Emergency Shelter Grant program, was founded in 2011. The City of Duncanville has used monies from the CDBG/HOME/ESG program to fund such projects as road and alley reconstructions, water and sewer line installations, park improvements, building rehabilitation, and a code enforcement officer. In order to receive this funding, which must be used to benefit low-to-moderate income people, HUD requires the County and the City of Duncanville to enter into a cooperative agreement. The current agreement between the City of Duncanville and the County will expire on September 30, 2020. We must enter into a new agreement to remain eligible for funding in this program. The agreement of cooperation is effective for Fiscal Years 2021, 2022, and 2023.

POLICY EXPLANATION:

The City must execute the cooperative agreement in order to continue participation in the CDBG/HOME/ESG Programs. The deadline to submit the executed cooperative agreement to Dallas County is June 30, 2020.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Staff recommends approval of a Resolution for an Agreement of Cooperation for the CDBG/HOME/ESG Programs with Dallas County.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2020-044 - CDBG Agreement of Cooperation](#)

RESOLUTION NO. 2020-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN AGREEMENT OF COOPERATION FOR THE CDBG/HOME/ESG PROGRAMS WITH DALLAS COUNTY; AUTHORIZING THE MAYOR TO EXECUTE ALL PAPERWORK AND NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville is authorized under Chapter 373, Local Government Code, and Section 381.003, Local Government Code, to conduct essential Housing and Community Development Activities; and

WHEREAS, the City of Duncanville is authorized under Chapter 791, Government Code, to enter into cooperative agreements with one another; and

WHEREAS, the City of Duncanville desires to enter into an agreement of cooperation for the CDBG/HOME/ESG Programs with Dallas County for Fiscal Years 2021, 2022, and 2023.

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

SECTION 1. The Mayor of the City of Duncanville is hereby authorized to submit an Agreement of Cooperation for CDBG/HOME/ESG Programs with Dallas County, which will enable the City of Duncanville to use CDBG funds within the City of Duncanville.

SECTION 2. The Mayor of the City of Duncanville is hereby authorized to execute all paperwork and documents, as necessary, to fulfill the requirements of receiving CDBG funding should grant funding be awarded to the City for each of the next three fiscal years.

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

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

AGREEMENT of COOPERATION for CDBG/HOME/ESG PROGRAMS

WHEREAS, the 93rd Session of Congress passed, and the President of the United States signed into law, the Housing and Community Development Act of 1974 (PL93-383) which created the Community Development Block Grant (CDBG) program; and

WHEREAS, Dallas County, Texas, is applying to the U.S. Department of Housing and Urban Development (HUD) for Urban County CDBG entitlement status; and

WHEREAS, in order to qualify for this status, Dallas County must enter into cooperation agreements with local governments and have the collective population of the County's unincorporated area and the participating local governments total at least 100,000 people; and

WHEREAS, Texas cities and counties are authorized under Chapter 373, Local Government Code, and Section 381.003, Local Government Code, to conduct essential housing and community development activities; and

WHEREAS, Texas cities and counties are authorized under Chapter 791, Government Code, to enter into cooperation agreements with one another.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **City of Duncanville** (hereafter, "City") supports the efforts of Dallas County, Texas to qualify as an Urban County for the CDBG program and asks that its population be included in such a program beginning for Federal Fiscal Years 2021, 2022, and 2023.

This Cooperation Agreement covers the CDBG entitlement program and when applicable, the HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG) programs.

This Agreement remains in effect until the CDBG (and where applicable, HOME and ESG) funds and program income received with respect to the three-year qualification period are expended and the funded activities completed, and that the County and City may not terminate or withdraw from the Agreement while the Agreement remains in effect.

The City understands that by executing this CDBG Cooperation Agreement it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the County's CDBG program; and
2. May receive a formula allocation under the HOME Program only through the County. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments; and
3. May receive a formula allocation under the ESG program only through the County.

County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

County and City shall take all actions necessary to ensure compliance with the Urban County certification by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1968 and other applicable laws.

EXHIBIT A

County and City shall take all actions necessary to ensure compliance with Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, and Age Discrimination Act of 1975.

County and City understand and agree that Urban County funding will not be provided for activities, within or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with County fair housing certifications.

City understands and agrees, that in accordance with 24 CFR 570.501(b) and 570.503 (which requires a written agreement), it shall be subject to the same administrative requirements as a grant fund any subrecipient should it receive funding under this program.

City agrees to report to the County of any income generated by the expenditure of CDBG, HOME, and/or ESG funds received; and that any such program income must be paid to the County to be used for eligible activities in accordance with the original grant requirements.

County is responsible for monitoring and reporting to HUD on the use of any program income, and that in the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County.

City agrees to notify the County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement, including disposition, and further agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG/HOME/ESG funds) for property acquired or improved with CDBG/HOME/ESG funds that is sold or transferred for a use which does not qualify under the CDBG/HOME/ESG regulations.

Any money generated from the disposition or transfer of property will be treated as program income and returned to the County prior to, or subsequent to, the close-out, change of status, or termination of this Agreement between the County and City.

City understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974.

County shall notify City in writing, by the date specified in the HUD urban qualification notice for the next qualification period, of its right not to participate.

City has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable state and local laws against physical barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

EXHIBIT A

City understands that the County will have final responsibility for administering the CDBG/HOME/ESG programs, selecting CDBG/HOME/ESG projects and activities, and making annual grant requests.

City's Mayor, or their legal designee, is authorized to sign any additional forms, on behalf of the City, that HUD may require.

APPROVED AND ACCEPTED THIS THE ____ day of _____, 2020.

Mayor, or legal designee

Clay Lewis Jenkins, County Judge
Dallas County, Texas

Date

Date

EXHIBIT A

Approved as to Form:*

John Creuzot
District Attorney

By: _____
Randall Miller
Assistant District Attorney

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



STAFF REPORT

MEETING: City Council - 02 Jun 2020

TITLE:

Consider a Resolution approving an Interlocal Agreement by and between Dallas County, Texas and the City of Duncanville to provide funding to the City of Duncanville under the Coronavirus Aid Relief and Economic Security Act (CARES ACT) under the terms and conditions of said agreement; providing for administration; authorizing execution of the agreement by the Mayor.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- N/A
 - Goal: N/A
 - WorkPlan Item N/A

STAFF RESPONSIBLE:

Kevin Hugman, City Manager

BACKGROUND/HISTORY:

The State of Texas announced the distribution of State CARES Act funds to local governments on May 11, 2020. As part of the chosen distribution formula, the cities within Dallas County are not eligible for state assistance and were directed to seek funding from the distribution sent directly to the County. Only cities and counties with populations in excess of 500,000 received a direct allocation from the US treasury. The state of Texas' funding allocation set aside \$1.85 billion to distribute to cities and counties that did not receive this direct allocation. This amounted to approximately \$55 per capita for each city in Texas that did not receive direct funding, and was not a city in a county that received direct funding. Of that money, the state will provide 20% up front to cities and counties that did not receive direct relief, and reserve 80% for cities and counties to apply for reimbursement from their allotment.

POLICY EXPLANATION:

Dallas County, as the recipient of direct funding from the US Treasury under the CARES Act, has created a model using this same strategy, to allocate funding to cities in Dallas County. The Dallas County Commissioners Court approved the attached Interlocal Agreement and allocation of funding at their May 19, 2020 regular meeting. The funding allocated to Duncanville, based on 2018 population estimates, totals \$2,173,050. Of this funding, 20% or \$434,610, will be immediately available for expenses incurred as a result of the COVID-19 pandemic. An additional 80% or \$1,738,440 will be available for relief assistance as the city may wish to program, as long as it complies with CARES Act guidance and requirements.

To date, the city has incurred \$277,726 in personnel and equipment costs related to COVID-19. CARES Act funds may be available to reimburse the city for some or most of these expenses. We also anticipate additional expenses that may be reimbursable such as unemployment costs related to

employee furloughs, additional sanitizing materials and PPE, additional facility modifications to mitigate spread of COVID-19, radio purchases for interoperability needs related to COVID-19, etc.

In addition, the City Council may wish to establish programs for individuals and/or businesses for disaster relief assistance. The Interlocal Agreement stipulates that "the City shall not be permitted to duplicate any efforts the County is undertaking for the County's CARES Act funding programs." On a conference call between Dallas County Judge Clay Jenkins and city mayors, Judge Jenkins noted that a city may establish similar programs, but we must ensure the same recipient does not get funding from the County and the city from this same source of funds. The County will use a third party administrator to administer their programs and funding, and the city may wish to also use the same third party administrator to ensure coordination and compliance.

City Council can consider approval of potential programs and guidelines at a future date, but funding cannot be disbursed through these programs until the program is approved by Dallas County. Examples of possible programs could be expanded business grants, assistance to homeowners for utility payments, etc. Staff will research programs that the County is administering, as well as other cities' programs, and bring that information back to City Council for consideration for use of the allocated CARES Act funding.

FUNDING SOURCE:

Funding will become available from Dallas County in a total amount of \$2,173,050; of which 20% (\$434,610) will be immediately available upon execution of the interlocal agreement. The remainder of the funds must be applied for to the County, but are allocated to Duncanville.

RECOMMENDATION:

Staff recommends City Council consider approval of a Resolution approving an Interlocal Agreement by and between Dallas County, Texas and the City of Duncanville to provide funding to the City of Duncanville under the Coronavirus Aid Relief and Economic Security Act (CARES ACT) under the terms and conditions of said agreement; providing for administration; authorizing execution of the agreement by the Mayor.

ATTACHMENTS:

[Resolution No. - 2020-047 - Coronavirus Relief Act and Economic Security Act CARES - Pdf](#)

RESOLUTION NO. 2020-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE TEXAS, APPROVING AN INTERLOCAL AGREEMENT BY AND BETWEEN DALLAS COUNTY, TEXAS AND THE CITY OF DUNCANVILLE TO PROVIDE FUNDING TO THE CITY OF DUNCANVILLE UNDER THE CORONAVIRUS AID RELIEF AND ECONOMIC SECURITY ACT (CARES ACT) UNDER THE TERMS AND CONDITIONS OF SAID AGREEMENT; PROVIDING FOR ADMINISTRATION; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County is in receipt of funds from the United States Treasury Department under the Coronavirus Aid, Relief, and Economic Security Act also known as the "CARES Act"; and,

WHEREAS, the City of Duncanville is a local government defined by the Texas Government Code § 791.003(4)(A) and desires to enter into this Agreement pursuant to Texas Government Code, Chapter 791; and,

WHEREAS, the City of Duncanville desires to receive funding from Dallas County for the administration and distribution of a portion of Dallas County's CARES Act funds as authorized by CARES Act; and

WHEREAS, the City Council of the City of Duncanville finds it to be in the public interest to enter into such an agreement.

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

SECTION 1. That the City of Duncanville hereby approves the terms and conditions of the Interlocal Agreement between Dallas County, Texas and the City of Duncanville for funding and certain services under the CARES Act, a copy of which is attached hereto and incorporated herein as Exhibit A; and authorizing the Mayor to sign such agreement.

SECTION 2. This resolution shall become effective immediately upon approval.

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

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

STHE STATE OF TEXAS	§
	§
THE COUNTY OF DALLAS	§

**DALLAS COUNTY CARES ACT FUNDING
INTERLOCAL AGREEMENT**

1. RECITALS:

This Agreement is entered into by and between Dallas County, Texas (hereinafter, "County"), acting by and through the Dallas County Commissioners Court (hereinafter, "Commissioners Court") located at 411 Elm Street, 2nd Floor, Dallas, Texas 75202, and the _____, located at _____ (hereinafter "City") or individually as a "Party" or collectively the "Parties" for certain management services, as identified in this Agreement under authority of Texas Government Code, Chapter 791, for certain management services, as identified in Section 5 (Scope of Services) of this Agreement.

WHEREAS, the City is a "local government" as defined by Texas Government Code § 791.003(4)(A) and desires to enter into this Agreement pursuant to Texas Government Code, Chapter 791; and

WHEREAS, the County is in receipt of funds from the United States Treasury Department under the Coronavirus Aid, Relief, and Economic Security Act also known as the "CARES Act"; and

WHEREAS, the County desires to contract, with the City for the administration of the distribution of some of Dallas County's CARES Act funds by providing funds to the City for authorized CARES Act activities; and

WHEREAS, the County has the authority under Chapter 791, Texas Government Code to contract with other local governments for government functions and services; and

WHEREAS, the County wishes to engage the services of the City for the administration of the distribution of a portion of the County's CARES Act funds in accordance with the Guidance from the United States Treasury Department; and

WHEREAS, the City is capable of providing the services and related activities for the appropriate distribution of CARES Act funds; and

WHEREAS, on March 12, 2020, the Dallas County Judge declared a local state of disaster for a public health emergency in relation to COVID-19; and

EXHIBIT A

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States declared a national emergency in relation to COVID-19; and

WHEREAS, the Governor of Texas, on March 13, 2020, invoked Texas Government Code § 418.017 in his state-wide disaster declaration, to “authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster”, and

WHEREAS, some local businesses and residents have experienced extraordinary economic strain due to state and local regulations related to the COVID-19; and

WHEREAS, the County finds that the expenditure of public funds in support of the operations of the City’s businesses and residents, especially in this time of a pandemic crises, accomplishes a valid public purpose of protecting the Dallas County economy and the economic welfare of the residents of Dallas County; and

WHEREAS, the City will serve a benefit to all Dallas County residents during this pandemic, providing essential assistance to residents and businesses within the City; and

WHEREAS, the Parties desire to enter into this Agreement for the purposes stated herein; and

WHEREAS, these Recitals are incorporated into this Agreement and are expressly made a part of this Agreement; 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 upon day this Agreement last executed by the Parties and continue until the services are rendered and the CARES Act funds under this Agreement are distributed, unless terminated earlier under any provision hereof. Notwithstanding the foregoing, the services and deliverables herein shall be completed by November 30, 2020 (the “Term”).

3. INCORPORATED DOCUMENTS:

The following documents are incorporated by reference as if fully reproduced herein:

- (a) **Exhibit A-** Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments from the United States Treasury Department.

EXHIBIT A

4. ORDER OF PRECEDENCE:

In the event of any conflict or inconsistency between or among the provisions of this Agreement or any incorporated or referenced document or any exhibit, attachment, or associated document, such conflict or inconsistency shall be resolved in the following order of precedence: (1) this Agreement and any subsequent amendments; then (2) Exhibit A.

5. CITY'S SCOPE OF SERVICES AND OBLIGATIONS:

- (a) The City shall distribute the CARES Act funds provided by the County in accordance with the guidance as detailed in the attached and incorporated **Exhibit A**.
- (b) The City may choose to set up programs such as housing assistance for its residents and grants and loans for its businesses.
- (c) The City shall only disburse the CARES Act funds within its municipal corporate limits to eligible residents and individuals as determined by the City in compliance with the guidance in **Exhibit A**.
- (d) The City shall not be permitted to duplicate any efforts the County is undertaking for the County's CARES Act funding programs. For example, the County is beginning emergency assistance programs for daycare facilities, small business loans and grants, and emergency housing and rental assistance for residents. For purposes of clarity, if a resident is a recipient of assistance from a County program, then the resident shall be automatically disqualified from the any further City assistance with CARES Act funds. The same disqualification shall apply to businesses within the City.
- (e) The City shall keep the County informed of all expenditures made under this Agreement on a monthly basis during the Term in any format of report or reporting as determined in the County's sole discretion.
- (f) The City shall comply with the terms, conditions, and structure of the Funding Formula in Section 6 below.
- (g) The City shall return any unspent funds to the County by December 11, 2020.

6. COUNTY'S OBLIGATIONS:

County agrees to perform the following:

- (a) Dallas County will assist City in scheduling appointments with key County personnel and employees;
- (b) Dallas County shall maintain supervisory control of the ultimate disbursement of funds under any program or disbursement approved by the City;
- (c) Dallas County will provide funding in an amount of up to of **fifty-five dollars (\$55)** per City resident based on the 2019 estimated population. The estimated population under this formula and the amount of funds provided to City shall be in the sole discretion of the County (hereinafter "Funding Formula").
 - 1. Under this Funding Formula, the County will provide **twenty percent (20%)** of the eligible funds under this Agreement to the

EXHIBIT A

City upon execution of this Agreement. The City may apply for the further disbursement of funds for specific projects, programs, or purchases from the County for the remaining **eighty percent (80%)** of the eligible funding under this Funding Formula during the duration of this Agreement.

2. For the remaining **eighty percent (80%)** under this Funding Formula, the City shall seek pre-approval from the County for any proposed program, initiative, or disbursement of funds. Once written approval is obtained from the County, the City may seek a disbursement for that specific program, initiative, or project from the County.

7. TERMS AND CONDITIONS:

County agrees to provide CARES Act funding to City for approved budget expenses incurred and for documented units of services performed, subject to the following limitations:

- (a) **Not to Exceed Amount.** City understands and agrees that the maximum total amount payable for the services and funds distributed described herein shall not exceed **the amount as determined by the Funding Formula detailed in Section 6(c) above** (hereinafter "Not to Exceed Amount") unless a formal written amendment is executed by the Parties hereto and is formally approved by the Commissioners Court. County shall not pay for any services nor distribute any funds that would cause the amounts described herein in excess of the Not to Exceed Amount. Within this Not to Exceed Amount the City may fund its internal and indirect costs for administering the CARES Act funds in an amount not to exceed **ten percent (10%)** of all funds received under this Agreement.
- (b) City agrees to submit complete, fully documented, and accurate itemized invoices, receipts, and other appropriate documentation, as required by County, following the completion of the services and disbursement of the funds. Specifically, the invoices, receipts, and other documentation shall be itemized and include supporting documentation and any management fees. Within the supporting documentation the subcontractor invoices shall be included, if any. All required documentation shall be submitted on the first day of each month during the Term of this Agreement as expenses are incurred or funds are disbursed. All documentation submitted shall represent the services rendered and funds disbursed by Contractor for the previous month.
- (c) **Twenty percent (20%)** of the available funds under this Agreement and the Funding Formula will be made to the City upon execution of the Agreement. The City may apply for further funds of the remaining **eighty percent (80%)** as described in the Funding Formula through the duration of this agreement. The County may in its sole discretion disallow or refuse to fund any activity for which further funding is sought by the City that is not in compliance with **Exhibit A**. Further, the County may withhold further funding from the City if the City fails to comply with County's reporting requirements, performance objectives, or other

EXHIBIT A

requirements relating to City's performance of work, deliverables, and services under this Agreement. County shall pay the City only for those reimbursable costs that are allowable under applicable rules and regulations, as stated in this Agreement. Should the United States Treasury Department, the United States Congress, the Executive Branch of Federal Government, the Federal Judiciary, or any other Federal Agency with jurisdiction issue further guidance on the appropriate use of the CARES Act funds, that further guidance shall be automatically incorporated into this Agreement in **Exhibit A** without the need for a formal amendment. County shall have the right to withhold all or part of any reimbursement funds to the City to offset any reimbursement made to City for ineligible expenditures or undocumented units of services billed as determined by the County in its sole discretion.

- (d) City understands and agrees that all documentation must be submitted to County on a rolling monthly basis during the Term of this Agreement. All receipts and expenditures must have appropriate supporting documentation before such billings will be approved.
- (e) The Dallas County Auditor is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the Parties regarding County's payments to City for services rendered under this Agreement.
- (f) Prior Debts. County shall not be liable for costs incurred or performances rendered by City before or after the Term; for expenses not billed to County within the applicable time frames set forth in this Agreement; or for any payment for services or activities not provided pursuant to the terms of this Agreement.
- (g) Refund provision. The County shall have the right to demand repayment of any funds paid to City for services rendered or funds disbursed that did not comply with the terms of this Agreement or that were determined to be ineligible expenditures by the County or the Federal Government. The City shall promptly refund any monies previously paid or disbursed by County that the County, in its sole discretion, determines were used for services or activities that were not in compliance with this Agreement.

8. REPORTING AND ACCOUNTABILITY:

- (a) Reporting. City agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Agreement with no obligation to pay for undocumented or ineligible services, or both.
- (b) Access to Records. City agrees that County, or any of its duly authorized representatives, or the Federal Government has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of City that are pertinent to the fulfillment of the requirements of this Agreement, in order to make audit, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable

EXHIBIT A

access to City's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the County in Dallas County, Texas.

- (c) Ownership. City agrees that all information, data, and supporting documentation that relates to the services provided hereunder shall remain the property of City.
- (d) Maintenance of Records. City's records, books, and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available in Dallas County subject to inspection by County or authorized County personnel upon request.
- (e) Audit. The Dallas County Auditor, its assigns, or any other governmental entity approved by County shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, City shall make all of its records, books, and documents reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.
- (f) Retention of Records. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by City for a minimum of four (4) years and ninety (90) days after termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents or records begins before the specified period expires, City must keep the records and documents for not less than four (4) years and ninety (90) days and until all litigation, claims, or audit findings are resolved, whichever is later. **City is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement, unless the time period for maintaining such under this subsection (f) has lapsed.**

9. CONFIDENTIALITY:

- (a) City shall not disclose privileged or confidential communications or information acquired in the course of the performance under this Agreement, unless authorized by law. City agrees to adhere to all confidentiality requirements, as applicable, for performance under this Agreement.
- (b) Public Information Act. The Parties acknowledge and agree that County and City are subject, as a matter of law, to Texas Government Code, Chapter 552, also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public

EXHIBIT A

Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. City hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by City or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

- (c) Any Public Information Act request received by the City or County for documents related to this Agreement or any program undertaken pursuant to this Agreement shall be handled by the entity who received the Public Information Act request.
- (d) Notwithstanding the foregoing, the Parties agree, to the extent permitted by the Public Information Act, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other Party, or any information related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each Party's obligations under this Agreement.

10. INDEMNIFICATION:

THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS 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 CAUSED 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.

EXHIBIT A

11. INSURANCE:

City and County 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. City and County 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.

12. EXPENSES

Unless prior written approval by County is obtained or otherwise detailed in this Agreement, City shall be responsible for all mileage and other miscellaneous expenses related to the fulfillment of the requirements of this Agreement. Mileage and other miscellaneous expenses shall be included in the Not to Exceed Amount.

13. TERMINATION:

- (a) Suspension. Should County desire to suspend the services, but not terminate the Agreement, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. The City shall stop all services as set forth in this Agreement and will cease to incur costs to County or disburse funds during the term of the suspension. City shall resume work when notified to do so by County in a written authorization to proceed. If a change in the terms and conditions of payment for services of this Agreement is necessary because of a suspension, a mutually agreed contract amendment will be executed in accordance with this Agreement.
- (b) Termination. The County, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or part, by giving thirty (30) days prior written notice thereof to the City with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. In the event of cancellation, City shall cease any and all services under this Agreement or disbursement of funds on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, City shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. Upon termination of this Agreement as herein above provided, any and all unspent funds that were paid or provided by County to City under this Agreement and any and all County data, documents and information in City's possession shall be returned to County within five (5) working days of the date of termination. In no event shall County's termination of this Agreement, for any reason, subject County to liability.
 - 1. Without Cause: This Agreement may be terminated, in whole or in part, without cause, by County upon thirty (30) days prior written notice to the City.

EXHIBIT A

2. With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
- A. Lack of, or reduction in, funding or resources in accordance with Section 29 (Fiscal Funding Clause);
 - B. Non-performance by City or City's failure or inability to perform or substantially perform, for whatever reason, the services required or funds to be disbursed under this Agreement;
 - C. City's improper, misuse or inept use of CARES Act funds under this Agreement;
 - D. City's failure to comply with the terms and provisions of this Agreement;
 - E. City's submission of invoices, data, statements and/or reports that are incorrect, incomplete, or false in any way;
 - F. City's failure to comply with County's reporting requirements, the program objectives, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;
 - G. City's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;
 - H. City's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

14. 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.

TO COUNTY:

Judge Clay Jenkins
 Dallas County
 411 Elm St. 2nd Floor
 Dallas County, Texas 75202
 (214) 653-6018 (office)

TO CITY:

EXHIBIT A

(214) 653-7449 (fax)

With a copy to:

Russell Roden
Chief, Civil Division
Dallas County District Attorney's Office
411 Elm Street, 5th Floor
Dallas, Texas 75202

15. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

16. IMMUNITY:

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code and the City's governmental immunity, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County or City has by operation of law.

17. COMPLIANCE WITH LAWS:

In providing services required by this Agreement, City must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. City shall be responsible for ensuring its compliance with any laws and regulations applicable to its operations and functions.

18. GOVERNING LAW AND VENUE:

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and any applicable guidance from the Federal Government or Federal Agency. This Agreement is performable and enforceable in Dallas County, Texas where the principal office of County is located and the state or federal courts of Dallas County shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

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19. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal law, federal guidance, or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law or guidance.

20. THIRD PARTIES:

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

21. ASSIGNMENT:

City may not assign its rights and duties under this Agreement. Any assignment attempted shall be null and void.

22. CONTRA PROFERENTUM:

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.

23. ENTIRE AGREEMENT:

This Agreement, including its Attachments, Exhibits, and Addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Agreement may not be modified without prior written agreement of the Parties. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

24. BINDING EFFECT:

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

EXHIBIT A

25. REMEDIES/WAIVER OF BREACH:

Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition or violation of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

26. FEDERAL FUNDED PROJECT:

If this Agreement is funded by the federal government; therefore, the City agrees to timely comply, without additional cost or expense to County, unless otherwise specified herein, with any statute, rule, regulation, grant, contract provision, subsequent federal guidance or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered or funds provided under the terms of this Agreement.

27. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. City and County both have a duty to mitigate damages.

28. PREVENTION OF FRAUD AND ABUSE:

City shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving City's employees or agents shall be reported immediately to the County by City. Moreover, City warrants that it is not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees. City and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. City shall, upon notice by County, refund expenditures of the City that are contrary to this Agreement and deemed inappropriate by the County.

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29. FISCAL FUNDING CLAUSE:

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. City shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

30. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

31. INDEPENDENT CONTRACTOR:

City, including its employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services or disbursement of funds covered under this Agreement, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor, agent, employee or supplier of the City and the County by virtue of this Agreement.

32. SUBCONTRACTING:

The costs of all subcontracted services are included in the fees distributed herein. Subcontracts entered into by the City will be in writing and subject to all requirements herein. City agrees that it will solely be responsible to County for the performance of this Agreement. City shall pay all subcontractors in a timely manner. County shall have the right to prohibit City from using any subcontractor.

33. PROMPT PAYMENT ACT:

City agrees that a temporary delay in making payments due to the County's accounting and

EXHIBIT A

disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

34. TAX

Dallas County, as a county of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Loc. Gov't Code § 151.309, and shall therefore not be liable or responsible to the City for the payment of such taxes under this Agreement.

The fees paid to City pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Agreement and based upon or measured by City's cost in acquiring or providing products and/or services and related materials and supplies furnished or used by City in performing his obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by City.

City accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by City for work performed under the terms of this Agreement.

35. SIGNATORY WARRANTY:

The undersigned signatories for the Parties hereby represent and warrant that they are officers of their respective organizations for which they have executed this Agreement and that they have full and complete authorities to enter into this Agreement on behalf of their respective organizations and that the executions thereof are the acts of the parties involved and have been delivered and constitute legal, valid and binding obligations of the respective Parties.

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36. ACCEPTANCES

By their signatures below, the duly authorized representatives of County and City accept the terms of this Agreement in full.

EXECUTED this _____ day of _____, 2020.

DALLAS COUNTY:

CITY/ TOWN OF _____:

BY: Clay Jenkins
 Dallas County Judge

BY: _____

Recommended:

BY: Darryl Martin
 Dallas County Administrator

***Approved as to Form:**
JOHN CREUZOT
DISTRICT ATTORNEY

BY: Randall Miller
 Assistant District Attorney
 Dallas County DA's Office, Civil Division

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

EXHIBIT A

EXHIBIT A

EXHIBIT A

**Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

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is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

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4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

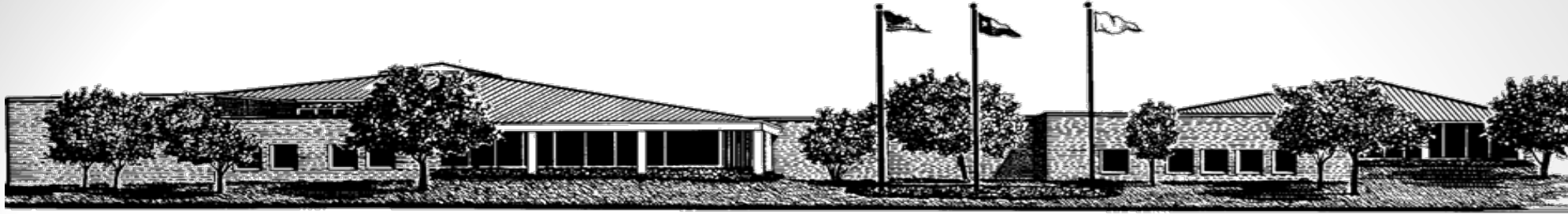
1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

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4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.



CARES ACT FUNDS DISTRIBUTION TO CITIES

KEVIN HUGMAN, CITY MANAGER

JUNE 2, 2020

***We are building a vibrant, inclusive community, driven by a commitment to
democratic principles and service above self***

City of Duncannonville



1



Background

- CARES Act passed by US Congress; provided funding for state and local governments
 - Direct funding to counties and cities over 500,000 pop.
- State of Texas has allocated \$1.85B to cities and counties that did not receive direct allocation
 - Cities in Dallas County not included
- Dallas County has allocated funding at \$55/capita to cities:

◦ Duncanville share:	<u>\$2,173,050</u>
▫ 20% up-front:	\$434,610

Interlocal Agreement

- Dallas County Commissioners Court approved ILA for cities
- 20% of funding available immediately
- 80% of funding available for relief assistance as the city may wish to program / use
 - Must comply with CARES Act requirements
 - Must have Dallas County approval prior to use of funds
- City has incurred \$277,726 in COVID-19 related expenses to date (personnel, equipment and services)
- Staff recommends approval of Resolution and ILA



Questions?



STAFF REPORT

MEETING: City Council - 02 Jun 2020

TITLE:

Appoint City Councilmembers to serve on the Audit Committee and discuss and consider private citizens' appointment to the Audit Committee, as well as designate a chairman for the committee.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- N/A
- Goal: N/A

STAFF RESPONSIBLE:

Richard Summerlin, CPA, CGFO
Finance Director

BACKGROUND/HISTORY:

The Audit Committee of the Duncanville City Council is chartered to assist the City Council in fulfilling its financial and compliance oversight responsibilities. It is to be the City Council's principal agent in ensuring the independence of the City's annual financial audit, the integrity of City management, and the adequacy of financial disclosures to the public. The Audit Committee serves as the focal point for communication between the City Council, the independent auditor, and City management.

The Audit Committee's primary duties and responsibilities are to:

1. Advise the City Council and management on the selection of the independent auditor;
2. Serve as an independent and objective party to monitor the City's financial and compliance reporting process and internal control system;
3. Review and appraise the audit efforts of the City's independent auditor.

POLICY EXPLANATION:

In accordance with Resolution No. 2015-111714, the Audit Committee shall be appointed at the first regular City Council meeting in June, and is comprised of three or more members as determined by the City Council. Three of the members shall be appointed by the City Council from among its own members. Additionally, two members may be appointed who are not members of the City Council or the City staff in order to insure that the committee has the needed understanding of governmental finance, accounting, and auditing.

During the past year, City Councilmembers serving on the Audit Committee were:

- Patrick Harvey, Chairman of the Audit Committee and City Councilmember
- Don McBurnett - City Councilmember
- Joe Veracruz - City Councilmember

During the past year, private citizens serving on the Audit Committee were:

- James Talley - CPA
- Stephen Rutherford - CPA and former City Councilmember

All Audit Committee members including James Talley and Stephen Rutherford have indicated a willingness to serve another year if so appointed.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Staff recommends appointing City Councilmembers to serve on the Audit Committee and discuss and consider private citizens' appointment to the Audit Committee, as well as designate a chairman for the committee.

ATTACHMENTS:

[Attachment 1 - Audit Committee Resolution No 2015-111714](#)

Attachment 1

RESOLUTION NO. 2015-111714**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, REPEALING RESOLUTION 2003-102109 IN ITS ENTIRETY AND ESTABLISHING A NEW CITY COUNCIL AUDIT COMMITTEE PROVIDING FOR A PURPOSE, MEMBERSHIP MEETING, DUTIES AND RESPONSIBILITIES; AND, PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Audit Committee of the Duncanville City Council has hereto been established to assist the City Council in fulfilling its financial and compliance oversight responsibilities by Resolution 2003-102109; and

WHEREAS, the Audit Committee is to be the Duncanville City Council's principal agent in ensuring the independence of the City's financial audit, the integrity of City management, and the adequacy of the financial disclosures to the public; and

WHEREAS, the Duncanville City Council has developed the City of Duncanville City Council Audit Committee to continue outlining the purpose, membership, meetings, and responsibilities and duties of the Committee; and

WHEREAS, the Duncanville City Council desires to formally adopt a new and revised City of Duncanville City Council Audit Committee.

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

Section 1: The City Council of the City of Duncanville hereby repeals Resolution No. 2003-102109 in its entirety and replacing it with a new City Council Audit Committee Resolution to hereby read as follows:

A. Purpose

- (1) The Audit Committee of the Duncanville City Council is hereby established to assist the City Council in fulfilling its financial and compliance oversight responsibilities. It is to be the City Council's principal agent in ensuring the independence of the City's annual financial audit, the integrity of the City management, and the adequacy of financial disclosure to the public. The Audit Committee is to serve as the focal point for communication between the City Council, the independent auditor, and City management. The Audit committee's primary duties and responsibilities are to:

- Advise the City Council and management on the selection of the independent auditor.

Attachment 1

- Serve as an independent and objective party to monitor the City's financial and compliance reporting process and internal controls system.
- Review and appraise the audit efforts of the City's independent auditor.
- Provide an open avenue of communication among the independent auditor, financial and senior management, and the Duncanville City Council.

B. Membership

- (1) The Audit Committee shall be appointed annually at the first City Council meeting each June. The Audit Committee shall be comprised of three or more members as determined by the City Council, each of whom shall be independent and free from any relationship that, in the opinion of the City Council, would interfere with the exercise of his or her independent judgement as a member of the Audit Committee. Three of the members shall be appointed by the City Council from among its own members. Additionally, two members may be appointed who are not members of the City Council or the City staff in order to insure that the committee has the needed understanding of governmental finance, accounting, and auditing. Each member shall be appointed for a term of one year and the chairman of the Audit Committee shall be designated by the City Council. The City Council may, at its pleasure, replace any member of the committee at any time.
- (2) All members of the Audit Committee shall have a working familiarity with basic finance and accounting practices, as well as the compliance environment in which the City operates. Audit Committee members are encouraged to enhance their familiarity with governmental finance, accounting, auditing, laws and regulations by participating in educational programs.

C. Meetings

- (1) The Audit Committee shall meet initially as soon as possible after its appointment each year, at least one additional time annually, and more frequently as circumstances require. As part of its job to foster open communication, the Audit Committee should meet at least annually with management and with the independent auditor in separate executive sessions to discuss any matters that the Audit Committee or each of these groups believe should be discussed privately.

D. Responsibilities and Duties

- (1) The Audit Committee is charged to review the City's financial reports and other financial information; the City's systems of internal controls and ethics policies that management and the City Council have established; and the City's auditing, accounting, financial and compliance reporting process. Consistent with this function, the Audit Committee should foster adherence to, and should encourage continuous improvement of the City's policies, procedures and practices.

Attachment 1

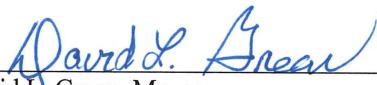
- (2) The Audit Committee shall, subject to review and approval of the entire City Council, determine its own rules of order and shall develop, adopt, review annually, and maintain as a primary resource, a manual of policies, procedures, and activities that it will follow in accomplishing its charter responsibilities and the discharge of its duties.

Section 2: This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 17th day of November, 2015.

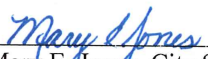
CITY OF DUNCANVILLE, TEXAS

APPROVED:



David L. Green, Mayor

ATTEST:

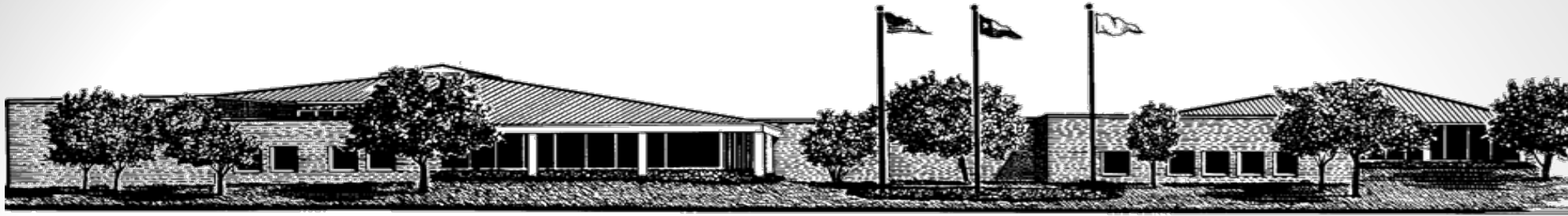


Mary E. Jones, City Secretary

APPROVED AS TO FORM:



Robert E. Hager, City Attorney



PUBLIC WORKS UPDATE 2ND QUARTER FY20

02 JUNE 2020

BRYAN G. RAMEY II, P.E.

DIRECTOR OF PUBLIC WORKS

***We are building a vibrant, inclusive community, driven by a commitment to
democratic principles and service above self***

City of Duncannonville



1

Personnel

- Public Works Administration Hired
 - Wanda Brooks began employment on April 6 as the Executive Assistant
- Street Division Workers Hired
 - Bertram Johnson began his employment on April 16.





Personnel

- Street Division postponed filling two positions; and
- Utilities Division postponed filling three positions until the start of FY21.

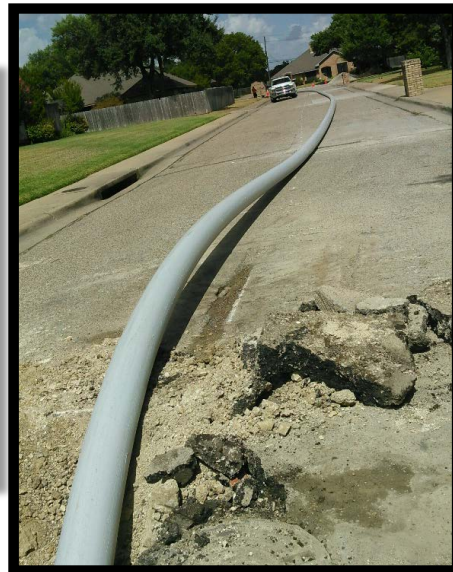
Recent Accomplishments – Public Works

- Construction of the new 8-inch water and 8-inch sewer mains and services along S. Alexander Ave. was completed 05/14/2020.
- These improvements will supply cleaner water better pressure and contributes to the City's goal of eliminating all Sanitary Sewer Overflows.
- The total project contract amount with change orders was \$659,49.04.



Recent Accomplishments – Public Works

- Construction of the new 8-inch water and 8-inch sewer mains and services along High Ridge Dr. was completed 05/14/2020.
- These improvements will supply cleaner water better pressure and contributes to the City's goal of eliminating all Sanitary Sewer Overflows.
- The total project contract amount was \$630,606.00.



Recent Accomplishments – Planning

- Zoning Ordinance Update is ongoing with workshops to prepare for the joint meeting of City Council and Planning & Zoning.
- Meetings held or forthcoming:
 - **MAY 11, 2020** - PLANNING & ZONING WORKSHOP HELD AND REVIEWED CASES FOR COUNCIL APPROVAL
 - **JUNE 8, 2020** - PLANNING & ZONING WORKSHOP
 - **June 22, 2020** - JOINT MEETING OF CITY COUNCIL WITH PLANNING & ZONING
 - **July 20, 2020** - JOINT MEETING OF CITY COUNCIL WITH PLANNING & ZONING
 - **August 6th or 13th** – OPEN HOUSE (TBD)
 - **August 24, 2020** – PLANNING & ZONING PUBLIC HEARING



Recent Accomplishments – Planning

- Census Complete Count Committee conducted outreach activities online and throughout the city. Events cancelled due to pandemic, but weekly messages sent through social media posts and city newsletter continue.

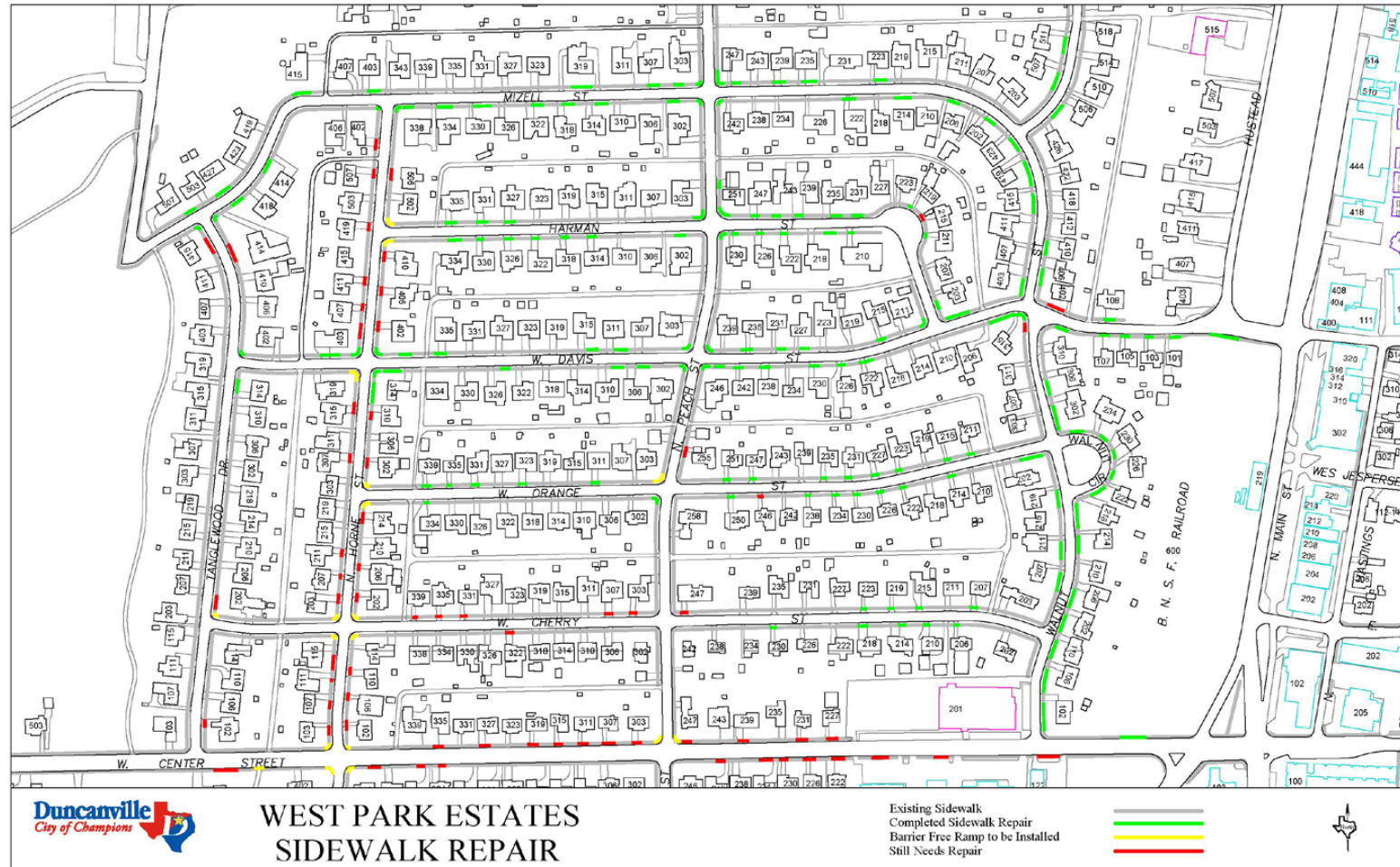


Recent Accomplishments – Code Enforcement

- Before and After Photos of parking lot repairs off of Hwy 67.



Current Sidewalk Projects



Concrete construction crew:

- Installed 6 barrier free ramps
- Completed 47 sidewalk repairs

Performance Indicators – Jan 1 to Mar 31

- Utilities Operations

- Water pumped last fiscal year – 1,592,391,000 gallons

	<u>2Q-2020</u>	<u>2Q-2019</u>
▪ Water pumped (gallons)	314,835,000	317,751,000

	<u>Annual Goal</u>	<u>1Q</u>	<u>2Q</u>	<u>YTD</u>
◦ Gallons water loss (flushing & leaks)	<131.2M	8.3M	9.1M	17.4M
◦ Valves exercised of 1,802	901	59	141	200
◦ Large meters (1.5” to 4”) replaced of 321	16	1	2	3



Performance Indicators – Jan 1 to Mar 31

- Utilities Operations

	Annual			
	<u>Goal</u>	<u>1Q</u>	<u>2Q</u>	<u>YTD</u>
◦ Tanks cleaned of 7	3	0	0	0
◦ Miles sewer lines televised of 154.95	3.1	.84	.99	1.83
◦ Manholes rehabilitated of 1,747	87	0	0	
◦ Lateral lines repaired of 10,160	102	2	0	2





Performance Indicators – Jan 1 to Mar 31

- Street Maintenance

	Annual			
	<u>Goal</u>	<u>1Q</u>	<u>2Q</u>	<u>YTD</u>
◦ Potholes patched w/in 24 hrs. of notice	100%	100%	100%	100%
▫ 589 potholes patched				
◦ Drop inlets inspected/cleaned	NA	2,951	2,423	
◦ Utility cut repairs w/in 10 working days	90%	63%	52%	57.5%
▫ 33 utility cut repairs				
◦ Bridge headwalls cleaned w/in 24 hrs. of rain event	100%	100%	100%	100%
▫ 464 headwalls cleaned / 66 inspected				

Performance Indicators – Jan 1 to Mar 31

- Traffic & Signal Operations

	Annual			
	<u>Goal</u>	<u>1Q</u>	<u>2Q</u>	<u>YTD</u>
◦ Traffic cabinets replaced of 35	3	0	0	0
◦ Signalized intersections rewired of 35	4	0	4	4
◦ Operational readiness:				
▫ School zone flashers	90%	99.7%	100%	99.9%
▫ Traffics signals	90%	100%	98.7%	99.4%



Performance Indicators – Jan 1 to Mar 31

- Equipment Services

- Operational readiness

	Annual <u>Goal</u>	<u>1Q</u>	<u>2Q</u>	<u>YTD</u>
▫ Patrol vehicles	95%	79.4%	85.9%	82.6%
▫ Fire apparatus	95%	79.1%	82.4%	80.8%
▫ Ambulance	95%	93.6%	95.0%	94.3%
▫ Backhoe	95%	94.7%	98.9%	96.8%
▫ F-350 & F-450 trucks	95%	99.8%	99.9%	99.8%



Performance Indicators – Jan 1 to Mar 31

- Code Enforcement & Building Inspection

	Annual <u>Goal</u>	<u>1Q</u>	<u>2Q</u>	<u>YTD</u>
◦ Code Enforcement voluntary compliance	≥90%	88%	93%	91%
◦ Code Enforcement forced compliance	≤10%	12%	7%	9.5%
◦ ≤\$50K commercial permits issued w/in 5 days	≥90%	100%	86%	93%
◦ >\$50K commercial permits issued w/in 3 weeks	≥90%	100%	100%	100%
◦ Non-structural residential permits issued w/in 3 days	≥95%	88%	100%	94%





QUESTIONS?



STAFF REPORT

MEETING: City Council - 02 Jun 2020

TITLE:

Receive the Monthly Financial Report as of April 30, 2020.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 1. Most engaged citizens in America
 - Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.

STAFF RESPONSIBLE:

Richard Summerlin, Finance Director

BACKGROUND/HISTORY:

The Financial Report is presented to provide actual revenues and expenditures in comparison to the budget. The report provides financial data on key funds including the General, Utility, Sanitation, Economic Development, Fieldhouse, Medical Insurance, and Comprehensive Self-Insurance.

POLICY EXPLANATION:

April 2020 is the seventh month in fiscal year 2020 and we would expect revenues and expenditures to be at about 58% of their budgets. Below are financial highlights as of the April 2020 Financial Report.

General Fund:

- General Fund ending fund balance is \$16.4 million, which is approximately 185 days of operations based on the adopted budget.
- Overall General Fund revenues and transfers in are at 73.6% of the budget.
 - Current property tax payments are at 96.6% of the budget. This is typical for this time of year since property tax payments were due by January 31st. This is 8.2% higher than the same time last year.
 - Sales tax revenue is 2.5% higher than the same time last year. The data here reflects five months of sales tax revenue from the period of October 2019 through February 2020. The figures here do not include the financial impact of the COVID19 pandemic on sales tax.
- Overall General Fund operating expenditures and transfers out are at 51.8% of the budget.
 - A detailed financial update on one-time projects is included as the last page of the financial report.

Other Funds:

- The Utility Fund ending fund balance is \$2.4 million (after the reserved fund balance deduction of \$5.0 million for AMI), which is approximately 45 days of operations based on the adopted budget.

- Water and sewer revenues run one month in the arrears, so this report reflects six months of revenues. Water revenues are 6.5% higher than the same time last year, while sewer revenues are down by 5.0%.
 - Total expenditures are at 55.9% of the budget. Water services expenditures include five months of payments to Dallas Water Utilities. Wastewater services include eight months of payments to Trinity River Authority.
- The Sanitation Fund has an ending fund balance of \$602 thousand, which is approximately 54 days of operations.
 - Garbage revenues run one month in the arrears. Residential and commercial garbage revenues are 20.2% and 13.5%, respectively, greater than same time last year. Garbage rate increases were enacted for fiscal year 2020.
 - Total expenditures are at 48.7% of the budget and include six months of payments for contracted garbage collection services. The City entered into a new contract with Republic Services this fiscal year.
- Fieldhouse revenues are down by 24.7% from the same time last year due to the temporary closing of the facility in response to COVID19 pandemic. Expenditures are also down by 6.5% from last year.
- Medical Insurance Fund has an ending fund balance at a deficit of \$245 thousand. This deficit fund balance was carried over from prior years of high medical claims expense when the City was self-insured.
- Overall investment revenue is trending higher in most City funds due to favorable interest rates.

FUNDING SOURCE:

N/A

RECOMMENDATION:

There is no City Council action required.

ATTACHMENTS:

[Attachment 1 - Monthly Financial Report, April 2020](#)

Attachment 1



**CITY OF DUNCANVILLE
MONTHLY FINANCIAL REPORT**

Fiscal Year 2019-2020
YEAR-TO-DATE OPERATIONS

AS OF APRIL 30, 2020

OCTOBER 1, 2019 TO APRIL 30, 2020

Prepared by
FINANCE DEPARTMENT
5/21/2020

Attachment 1

CITY OF DUNCANVILLE

FUND BALANCES AT APRIL 30, 2020

FUND	BEGINNING BALANCE (OCT 1)	REVENUES	EXPENDITURES	RESERVED FOR ONE TIME PROJECTS ¹	ENDING BALANCE YTD
GENERAL FUND	\$12,754,602	\$24,228,185	(\$17,600,707)	(\$2,992,040)	\$16,390,040
UTILITY FUND	\$9,460,358	\$8,856,541	(\$10,920,786)	(\$5,000,000)	\$2,396,114
SANITATION FUND	\$663,456	\$1,920,196	(\$1,981,905)	\$0	\$601,747
ECONOMIC DEVELOPMENT	\$2,985,980	\$1,062,630	(\$776,828)	\$0	\$3,271,782
FIELDHOUSE	(\$1,118,698)	\$463,517	(\$609,153)	\$0	(\$1,264,334)
MEDICAL INSURANCE	(\$250,741)	\$2,574,578	(\$2,568,949)	\$0	(\$245,111)
COMPREHENSIVE SELF INS	\$711,439	\$286,078	(\$381,361)	\$0	\$616,157

DAYS OF OPERATIONS AT APRIL 30, 2020

FUND	YTD FUND BALANCE	BUDGETED OPERATING RESERVE # DAYS	BUDGETED OPERATING RESERVE (\$)	YTD ACTUAL # DAYS OF OPERATIONS
GENERAL FUND	\$16,390,040	75	\$6,646,704	185
UTILITY FUND	\$2,396,114	60	\$3,188,143	45
SANITATION FUND	\$601,747	60	\$668,885	54

Note 1- One Time Project funds are not included in ending fund balance available for operations.

General Fund One Time Projects were reserved from prior year excess fund balance.

Utility Fund reserved balance has been earmarked for future AMI project.

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND REVENUES AT APRIL 30, 2020

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
51 - TAXES	\$20,763,318	\$27,328,043	\$27,328,043	\$6,564,725	76.0%
501101 - CURRENT TAXES	\$16,689,166	\$17,270,520	\$17,270,520	\$581,354	96.6%
501102 - DELINQUENT TAXES	\$82,801	\$140,000	\$140,000	\$57,199	59.1%
501103 - PENALTIES AND INTEREST	\$76,478	\$120,000	\$120,000	\$43,522	63.7%
501201 - STATE SALES TAX CITY PORTION	\$2,101,049	\$5,254,349	\$5,254,349	\$3,153,300	40.0%
501202 - SALES TAX PROPERTY TAX RELIEF	\$1,050,524	\$2,627,174	\$2,627,174	\$1,576,650	40.0%
501204 - ALCOHOLIC BEVERAGE TAX	\$36,438	\$76,000	\$76,000	\$39,562	47.9%
501301 - FRANCHISE FEE ELECTRIC	\$534,093	\$1,200,000	\$1,200,000	\$665,907	44.5%
501302 - FRANCHISE FEE GAS	\$76,067	\$330,000	\$330,000	\$253,933	23.1%
501303 - FRANCHISE FEE TELEPHONE	\$44,559	\$180,000	\$180,000	\$135,441	24.8%
501304 - FRANCHISE FEE CABLE TV	\$40,572	\$130,000	\$130,000	\$89,428	31.2%
501306 - FRANCHISE VIDEO SERV	\$31,570	(\$0)	(\$0)	(\$31,570)	
52 - PERMITS & FEES	\$916,845	\$1,153,000	\$1,153,000	\$236,155	79.5%
502101 - BUILDING PERMITS	\$204,280	\$200,000	\$200,000	(\$4,280)	102.1%
502102 - ELECTRICAL PERMITS	\$9,691	\$12,000	\$12,000	\$2,309	80.8%
502103 - SOLICITOR LICENSES	\$200	\$2,000	\$2,000	\$1,800	10.0%
502105 - EMERGENCY MEDICAL SERVICE	\$546,601	\$700,000	\$700,000	\$153,399	78.1%
502106 - SIGN PERMITS	\$12,515	\$11,000	\$11,000	(\$1,515)	113.8%
502107 - WRECKER AND STORAGE FEES	(\$0)	\$3,000	\$3,000	\$3,000	0.0%
502108 - HEALTH FOOD INSPECTION FEES	\$42,863	\$64,500	\$64,500	\$21,637	66.5%
502109 - PLUMBING AND AC PERMITS	\$30,230	\$34,000	\$34,000	\$3,770	88.9%
502111 - ZONING & SPEC USE PERMIT	\$3,250	\$8,500	\$8,500	\$5,250	38.2%
502113 - SMALL CELL/ NETWORK NODE FEES	\$500	(\$0)	(\$0)	(\$500)	
502114 - RENTAL PROPERTY REGISTRATION	\$33,520	\$55,000	\$55,000	\$21,480	60.9%
502120 - ALARM PERMITS	\$33,195	\$60,000	\$60,000	\$26,805	55.3%
502122 - POOL OR SPA INSPECTION FEE	(\$0)	\$3,000	\$3,000	\$3,000	0.0%
53 - FINES	\$266,566	\$508,000	\$508,000	\$241,434	52.5%
503101 - MUNICIPAL COURT FINES	\$194,776	\$360,000	\$360,000	\$165,224	54.1%
503102 - COURT RELATED FEES	\$58,565	\$110,000	\$110,000	\$51,435	53.2%
503103 - SCHOOL CROSSING FEES	\$1,467	\$3,000	\$3,000	\$1,533	48.9%
503201 - LIBRARY FINES	\$4,645	\$20,000	\$20,000	\$15,355	23.2%
503301 - FALSE ALARM FINES	\$7,113	\$15,000	\$15,000	\$7,887	47.4%
54 - INTERGOVERNMENTAL	\$55,633	\$171,000	\$171,000	\$115,367	32.5%
504102 - DISD SCHOOL CROSSING GUARDS	\$12,129	\$41,000	\$41,000	\$28,871	29.6%
504103 - DALLAS COUNTY CROSSING GUARD	\$21,431	\$30,000	\$30,000	\$8,569	71.4%
504109 - REIMB FOR REG EMERG MANAGER	\$22,073	\$100,000	\$100,000	\$77,927	22.1%
55 - INTEREST	\$252,267	\$315,000	\$315,000	\$62,733	80.1%
505101 - INTEREST ON GOVT POOL INVEST	\$40,119	\$75,000	\$75,000	\$34,881	53.5%
505103 - CERT OF DEPOSIT INTEREST	\$126,706	\$80,000	\$80,000	(\$46,706)	158.4%
505106 - MONEY MARKET INTEREST	\$85,442	\$160,000	\$160,000	\$74,558	53.4%
57 - RECREATIONAL FEES	\$131,928	\$311,000	\$311,000	\$179,072	42.4%
507102 - RECREATION FEES	\$112,209	\$306,000	\$306,000	\$193,791	36.7%
507104 - SENIOR CENTER ANNUAL USER FEE	\$2,010	\$5,000	\$5,000	\$2,990	40.2%
507107 - RECREATION CENTER CLASSES	\$5,968	(\$0)	(\$0)	(\$5,968)	
507108 - RECREATION CENTER SPECIAL EVEN	\$7,613	(\$0)	(\$0)	(\$7,613)	
507109 - SENIOR CLASS/TRIPS	\$4,128	\$0	(\$0)	(\$4,128)	

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND REVENUES AT APRIL 30, 2020

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
59 - OTHER REVENUES	\$316,542	\$505,880	\$505,880	\$189,338	62.6%
509101 - SALE OF FIXED ASSETS	(\$0)	(\$0)	(\$0)	(\$0)	
509102 - GAIN/ LOSS ON SALE FIXED ASSET	(\$0)	\$0	(\$0)	(\$0)	
509105 - SALE OF MATERIALS	\$352	\$1,000	\$1,000	\$648	35.2%
509201 - INSURANCE RECOVERY	(\$0)	(\$0)	(\$0)	(\$0)	
509501 - COLLECTION OF BAD DEBTS	\$389	\$2,000	\$2,000	\$1,611	19.5%
509502 - MISCELLANEOUS W/O	(\$29)	\$100	\$100	\$129	-29.3%
509601 - MISCELLANEOUS	\$74,353	\$58,000	\$58,000	(\$16,353)	128.2%
509602 - CASH OVER AND SHORT	\$127	\$0	(\$0)	(\$127)	
509603 - COPIES	\$10,017	\$18,000	\$18,000	\$7,983	55.6%
509604 - POLICE ACCIDENT REPORTS	\$2,017	\$4,500	\$4,500	\$2,483	44.8%
509606 - AUCTION PROCEEDS	(\$0)	\$5,000	\$5,000	\$5,000	0.0%
509607 - ANIMAL PERMITS	\$10	\$50	\$50	\$40	20.0%
509609 - RETURN CHECK FEES	\$105	\$230	\$230	\$125	45.7%
509611 - SCRAP METAL SALES	(\$0)	(\$0)	(\$0)	(\$0)	
509612 - CITY SERVICES REIMBURSEMENT	\$78,165	\$58,000	\$58,000	(\$20,165)	134.8%
509613 - WORKERS COMP REIMBURSEMENT	\$10,302	\$15,000	\$15,000	\$4,698	68.7%
509614 - RENTAL OF TOWER	\$124,561	\$194,000	\$194,000	\$69,439	64.2%
509617 - LEASE INCOME	\$12,750	\$150,000	\$150,000	\$137,250	8.5%
509618 - GAS WELL OIL REVENUE	\$3,424	\$0	(\$0)	(\$3,424)	
81 - OTHER FINANCE SOURCE	\$1,525,087	\$2,614,435	\$2,614,435	\$1,089,348	58.3%
801102 - TRANSF IN UTILITY FUND WATER	\$1,027,664	\$1,761,710	\$1,761,710	\$734,046	58.3%
801104 - TRANSF IN UTIL FUND SANITATION	\$112,173	\$192,297	\$192,297	\$80,124	58.3%
801108 - TRANSF IN EDC SALES TAX	\$44,108	\$75,613	\$75,613	\$31,505	58.3%
801110 - TRANSF IN HOTEL TAX FUND	\$32,843	\$56,302	\$56,302	\$23,459	58.3%
801150 - TRANSF IN PILOT FRANCHISE TAX	\$308,299	\$528,513	\$528,513	\$220,214	58.3%
Grand Total	\$24,228,185	\$32,906,358	\$32,906,358	\$8,678,173	73.6%

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND EXPENDITURES AT APRIL 30, 2020

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
0000 - OTHER	\$360,148	\$648,628	\$648,628	\$288,480	55.5%
001 - GENERAL FUND NON-ORG	\$360,148	\$648,628	\$648,628	\$288,480	55.5%
0101 - GENERAL GOVERNMENT	\$1,827,976	\$3,095,929	\$3,145,266	\$1,317,289	58.1%
01011000 - MAYOR AND COUNCIL	\$94,913	\$136,759	\$136,759	\$41,846	69.4%
01011100 - CITY ADMINISTRATION	\$395,722	\$703,334	\$730,521	\$334,798	54.2%
01011300 - HUMAN RESOURCES	\$175,049	\$336,315	\$336,315	\$161,266	52.0%
01011400 - INFO TECHNOLOGY	\$553,287	\$790,621	\$812,771	\$259,484	68.1%
01011500 - PUBLIC INFORMATION OFFICE	\$91,894	\$187,338	\$187,338	\$95,444	49.1%
01011600 - PUBLIC LIBRARY	\$517,110	\$941,561	\$941,561	\$424,451	54.9%
0102 - FINANCE	\$810,523	\$1,505,201	\$1,507,683	\$697,160	53.8%
01022000 - FINANCE ADMINISTRATION	\$462,197	\$778,218	\$778,218	\$316,021	59.4%
01022300 - MUNICIPAL COURT	\$239,678	\$502,610	\$505,092	\$265,414	47.5%
01022500 - PURCHASING	\$61,467	\$101,913	\$101,913	\$40,446	60.3%
01022700 - CITY MARSHAL	\$47,181	\$122,460	\$122,460	\$75,279	38.5%
0104 - PARK AND RECREATION	\$1,760,463	\$3,991,412	\$3,991,412	\$2,230,949	44.1%
01044000 - PARK & REC ADMINISTRATION	\$149,683	\$273,435	\$274,935	\$125,252	54.4%
01044100 - REC PROGRAM ADMIN	\$204,057	\$390,194	\$388,694	\$184,636	52.5%
01044101 - REC PROGRAM CLASSES	\$2,238	\$5,682	\$5,682	\$3,444	39.4%
01044200 - SPECIAL EVENTS ADMIN	\$58,535	\$198,780	\$198,780	\$140,245	29.4%
01044300 - ATHLETIC PROGRAMMING	\$187,933	\$443,575	\$443,575	\$255,641	42.4%
01044500 - HORTICULTURE	\$94,504	\$177,565	\$177,565	\$83,061	53.2%
01044600 - PARK GROUNDS MAINTENANCE	\$502,010	\$1,370,696	\$1,370,696	\$868,686	36.6%
01044800 - BUILDING MAINTENANCE	\$467,415	\$890,663	\$890,663	\$423,247	52.5%
01044900 - SENIOR CENTER	\$92,909	\$235,623	\$235,623	\$142,714	39.4%
01044901 - SENIOR CENTER CLASSES	\$840	\$4,600	\$4,600	\$3,760	18.3%
01044911 - SENIOR CENTER TRIPS	\$338	\$600	\$600	\$262	56.3%
0105 - POLICE	\$5,209,875	\$9,505,974	\$9,553,488	\$4,343,613	54.5%
01055000 - POLICE ADMINISTRATION	\$314,668	\$554,675	\$554,825	\$240,157	56.7%
01055100 - PATROL	\$2,625,488	\$4,889,288	\$4,887,163	\$2,261,675	53.7%
01055200 - CRIMINAL INVESTIGATION	\$789,746	\$1,479,462	\$1,481,362	\$691,616	53.3%
01055300 - ANIMAL CONTROL	\$266,695	\$435,033	\$462,351	\$195,656	57.7%
01055400 - SCHOOL GUARDS	\$46,288	\$84,550	\$84,550	\$38,262	54.7%
01055500 - CRIME PREVENTION	\$76,841	\$151,235	\$151,310	\$74,469	50.8%
01055700 - RECORDS	\$713,885	\$1,211,653	\$1,231,924	\$518,038	57.9%
01055800 - DETENTION SERVICES	\$182,952	\$319,737	\$319,662	\$136,710	57.2%
01055900 - POLICE SPECIAL SERVICES	\$193,311	\$380,341	\$380,341	\$187,030	50.8%
0106 - PUBLIC WORKS	\$3,423,370	\$6,930,278	\$7,351,369	\$3,927,999	46.6%
01066000 - ENGINEERING	\$225,993	\$403,059	\$403,059	\$177,065	56.1%
01066100 - BUILDING INSPECTION	\$269,021	\$480,172	\$551,887	\$282,866	48.7%
01066200 - STREET MAINTENANCE	\$1,715,831	\$3,550,038	\$3,727,298	\$2,011,468	46.0%
01066300 - TRAFFIC OPERATIONS	\$518,441	\$870,772	\$1,037,886	\$519,446	50.0%
01066400 - PLANNING	\$100,211	\$219,433	\$224,433	\$124,222	44.7%
01066500 - CODE SERVICES	\$130,165	\$270,566	\$270,566	\$140,401	48.1%
01066700 - EQUIPMENT SERVICES	\$463,708	\$1,136,239	\$1,136,239	\$672,531	40.8%

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND EXPENDITURES AT APRIL 30, 2020

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
0107 - FIRE	\$3,805,576	\$7,009,246	\$7,009,246	\$3,203,670	54.3%
01077000 - FIRE ADMINISTRATION	\$337,990	\$633,825	\$633,825	\$295,835	53.3%
01077100 - FIRE PREVENTION	\$192,686	\$244,277	\$244,277	\$51,591	78.9%
01077200 - FIRE SUPPRESSION	\$2,364,996	\$4,294,259	\$4,294,259	\$1,929,264	55.1%
01077300 - ADVANCED LIFE SUPPORT	\$844,694	\$1,700,743	\$1,700,743	\$856,050	49.7%
01077500 - EMERGENCY MANAGEMENT ADMIN	\$65,212	\$136,142	\$136,142	\$70,931	47.9%
0108 - NON DEPARTMENTAL	\$161,450	\$309,252	\$309,252	\$147,802	52.2%
01088000 - GENERAL NON DEPARTMENTAL	\$161,450	\$309,252	\$309,252	\$147,802	52.2%
0109 - SPECIAL PURPOSES	\$50,000	\$100,000	\$100,000	\$50,000	50.0%
01099000 - SPECIAL PURPOSES	\$50,000	\$100,000	\$100,000	\$50,000	50.0%
Total Operating Expenses & Transfers Out	\$17,409,380	\$33,095,921	\$33,616,343	\$16,206,964	51.8%

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET
4110 - ONE-TIME PROJECTS					
41010000 - GEN GOVT ONE TIME PROJECTS	\$20,000	\$134,185	\$160,521	\$140,521	12.5%
41040000 - PARKS & REC ONE TIME PROJECTS	\$33,000	\$139,969	\$1,714,956	\$1,681,956	1.9%
41060000 - PUBLIC WORKS ONE TIME PROJECTS	\$138,327	\$151,508	\$1,116,563	\$978,236	12.4%
Total One-Time Projects	\$191,327	\$425,662	\$2,992,040	\$2,800,713	6.4%

Grand Total- Including One-Time Projects	\$17,600,707	\$33,521,583	\$36,608,383	\$19,007,676	48.1%
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Attachment 1

CITY OF DUNCANVILLE

UTILITY FUND AT APRIL 30, 2020

	YTD	ORIGINAL	REVISED	YTD LEFT	% OF
REVENUES	ACTUAL	BUDGET	BUDGET	IN BUDGET	ANNUAL BUDGET YTD
41 - WATER	\$3,714,378	\$8,040,000	\$8,040,000	\$4,325,622	46.2%
510101 - WATER SALES	\$2,363,004	\$5,300,000	\$5,300,000	\$2,936,996	44.6%
510102 - WATER TAPS	\$7,598	\$10,000	\$10,000	\$2,402	76.0%
510104 - MULTI-FAMILY WATER SALES	\$379,484	\$750,000	\$750,000	\$370,516	50.6%
510105 - COMMERCIAL WATER SALES	\$669,133	\$1,350,000	\$1,350,000	\$680,867	49.6%
510106 - WATER SALES OTHER	\$571	(\$0)	(\$0)	(\$571)	
510107 - WATER SALES IRRIGATION	\$202,670	\$480,000	\$480,000	\$277,330	42.2%
510108 - SCHOOL WATER SALES	\$91,917	\$150,000	\$150,000	\$58,083	61.3%
42 - SEWER	\$4,866,578	\$9,183,600	\$9,183,600	\$4,317,022	53.0%
511101 - SEWER SERVICE	\$3,350,545	\$6,300,000	\$6,300,000	\$2,949,455	53.2%
511102 - SEWER TAPS	\$1,368	\$3,600	\$3,600	\$2,232	38.0%
511105 - MULTI-FAMILY SEWER SERVICE	\$719,274	\$1,400,000	\$1,400,000	\$680,726	51.4%
511106 - COMMERCIAL SEWER SERVICE	\$732,887	\$1,350,000	\$1,350,000	\$617,113	54.3%
511108 - SCHOOL WASTEWATER SALES	\$62,503	\$130,000	\$130,000	\$67,497	48.1%
45 - PENALTIES	\$93,775	\$130,000	\$130,000	\$36,225	72.1%
513101 - PENALTIES	\$93,775	\$130,000	\$130,000	\$36,225	72.1%
54 - INTERGOVERNMENTAL	\$158	(\$0)	(\$0)	(\$158)	
504111 - REIMB FOR SUMMIT TANK FROM CH	\$158	(\$0)	(\$0)	(\$158)	
55 - INTEREST	\$102,128	\$120,000	\$120,000	\$17,872	85.1%
505101 - INTEREST ON GOVT POOL INVEST	\$18,463	\$120,000	\$120,000	\$101,537	15.4%
505103 - CERT OF DEPOSIT INTEREST	\$41,070	(\$0)	(\$0)	(\$41,070)	
505106 - MONEY MARKET INTEREST	\$42,594	(\$0)	(\$0)	(\$42,594)	
59 - OTHER REVENUES	\$79,526	\$143,500	\$143,500	\$63,974	55.4%
509101 - SALE OF FIXED ASSETS	(\$0)	(\$0)	(\$0)	(\$0)	
509301 - REFUNDS FROM TRA	(\$0)	(\$0)	(\$0)	(\$0)	
509401 - SERVICE CHARGES	\$61,906	\$130,000	\$130,000	\$68,094	47.6%
509601 - MISCELLANEOUS	\$650	\$5,000	\$5,000	\$4,350	13.0%
509602 - CASH OVER AND SHORT	\$16	(\$0)	(\$0)	(\$16)	
509609 - RETURN CHECK FEES	\$2,905	\$5,000	\$5,000	\$2,095	58.1%
509611 - SCRAP METAL SALES	\$1,387	\$3,500	\$3,500	\$2,113	39.6%
509612 - CITY SERVICES REIMBURSEMENT	\$12,662	(\$0)	(\$0)	(\$12,662)	
Grand Total	\$8,856,541	\$17,617,100	\$17,617,100	\$8,760,559	50.3%

	YTD	ORIGINAL	REVISED	YTD LEFT	% OF
EXPENDITURES	ACTUAL	BUDGET	BUDGET	IN BUDGET	ANNUAL BUDGET YTD
002 - UTILITY FUND NON-ORG	\$4,277,383	\$7,442,775	\$7,442,775	\$3,165,392	57.5%
02311000 - UTILITIES ADMINISTRATION	\$224,488	\$391,729	\$400,399	\$175,910	56.1%
02312000 - WATER SERVICES	\$1,927,727	\$4,514,065	\$4,514,065	\$2,586,338	42.7%
02313000 - WASTEWATER SERVICES	\$3,936,613	\$5,876,545	\$5,876,545	\$1,939,932	67.0%
02411000 - UTILITIES ACCOUNTING	\$554,574	\$1,169,420	\$1,308,835	\$754,261	42.4%
Grand Total	\$10,920,786	\$19,394,534	\$19,542,619	\$8,621,834	55.9%

Attachment 1

CITY OF DUNCANVILLE

SANITATION FUND AT APRIL 30, 2020

	YTD	ORIGINAL	REVISED	YTD LEFT	% OF
REVENUES	ACTUAL	BUDGET	BUDGET	IN BUDGET	ANNUAL
					BUDGET
					YTD
43 - GARBAGE	\$1,915,154	\$3,839,934	\$3,839,934	\$1,924,780	49.9%
512101 - RESIDENTIAL GARBAGE	\$1,625,962	\$3,101,961	\$3,101,961	\$1,475,999	52.4%
512104 - LANDFILL COMMERCIAL	\$143,555	\$430,000	\$430,000	\$286,445	33.4%
512105 - COMMERCIAL COLLECT FRANCHISE	\$97,881	\$210,000	\$210,000	\$112,119	46.6%
512106 - COMMERCIAL GARBAGE	\$47,756	\$97,973	\$97,973	\$50,217	48.7%
55 - INTEREST	\$5,042	\$6,000	\$6,000	\$958	84.0%
505101 - INTEREST ON GOVT POOL INVEST	\$3,569	\$6,000	\$6,000	\$2,431	59.5%
505103 - CERT OF DEPOSIT INTEREST	\$1,473	(\$0)	(\$0)	(\$1,473)	
Grand Total	\$1,920,196	\$3,845,934	\$3,845,934	\$1,925,738	49.9%

	YTD	ORIGINAL	REVISED	YTD LEFT	% OF
EXPENDITURES	ACTUAL	BUDGET	BUDGET	IN BUDGET	ANNUAL
					BUDGET
					YTD
019 - SANITATION NON-ORG	\$233,740	\$400,697	\$400,697	\$166,957	58.3%
19011000 - SANITATION ADMIN	\$1,617,167	\$3,407,604	\$3,407,604	\$1,790,437	47.5%
19012000 - LITTER CONTROL CREW	\$130,998	\$260,753	\$260,753	\$129,754	50.2%
Grand Total	\$1,981,905	\$4,069,053	\$4,069,053	\$2,087,148	48.7%

Attachment 1

CITY OF DUNCANVILLE

ECONOMIC DEVELOPMENT AT APRIL 30, 2020

	YTD	ORIGINAL	REVISED	YTD LEFT	% OF
REVENUES	ACTUAL	BUDGET	BUDGET	IN BUDGET	ANNUAL
51 - TAXES	\$1,050,525	\$2,627,174	\$2,627,174	\$1,576,649	40.0%
501203 - ECONOMIC DEVELOPMENT SALES TAX	\$1,050,525	\$2,627,174	\$2,627,174	\$1,576,649	40.0%
55 - INTEREST	\$12,106	\$16,000	\$16,000	\$3,894	75.7%
505101 - INTEREST ON GOVT POOL INVEST	\$9,084	\$16,000	\$16,000	\$6,916	56.8%
505103 - CERT OF DEPOSIT INTEREST	\$3,021	(\$0)	(\$0)	(\$3,021)	
Grand Total	\$1,062,630	\$2,643,174	\$2,643,174	\$1,580,544	40.2%

	YTD	ORIGINAL	REVISED	YTD LEFT	% OF
EXPENDITURES	ACTUAL	BUDGET	BUDGET	IN BUDGET	ANNUAL
012 - ECONOMIC DEVELOP NON-ORG	\$44,584	\$609,463	\$610,279	\$565,695	7.3%
12011000 - ECONOMIC DEVELOPMENT ADMIN	\$197,149	\$337,211	\$396,003	\$198,855	49.8%
12011100 - KEEP DUNCANVILLE BEAUTIFUL	\$5,475	\$12,081	\$12,081	\$6,606	45.3%
12011600 - DEBT SERVICE EDC	\$485,066	\$488,413	\$488,413	\$3,346	99.3%
12011800 - BEAUTIFICATION	\$21,580	\$126,472	\$126,472	\$104,893	17.1%
12051000 - DESIGN INCENTIVES	\$22,975	\$160,000	\$160,000	\$137,025	14.4%
12051200 - GRANTS/REBATE INCENTIVES	\$0	\$0	\$0	\$0	
Grand Total	\$776,828	\$1,733,640	\$1,793,248	\$1,016,420	43.3%

Attachment 1

CITY OF DUNCANVILLE

FIELDHOUSE FUND AT APRIL 30, 2020

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
48 - SPORTS FACILITY	\$243,467	\$814,100	\$814,100	\$557,656	31.5%
520101 - SPONSORSHIP REVENUE	\$19,325	\$100,500	\$100,500	\$69,775	30.6%
520120 - FOOD SALES	\$73,408	\$202,000	\$202,000	\$128,592	36.3%
520130 - BEVERAGE SALES	\$51,489	\$107,000	\$107,000	\$55,511	48.1%
520140 - MERCHANDISE REVENUE	\$253	\$5,000	\$5,000	\$4,747	5.1%
520170 - OTHER SPORTS ACTIVITY REV	\$35,477	\$59,600	\$59,600	\$22,508	62.2%
520180 - CAMP/AFTERSCHOOL PROG REV	\$33,948	\$276,000	\$276,000	\$242,091	12.3%
520190 - CLASS REVENUE	\$29,567	\$64,000	\$64,000	\$34,434	46.2%
59 - OTHER REVENUES	\$220,050	\$573,371	\$573,371	\$367,809	35.9%
509601 - MISCELLANEOUS	\$56,915	\$81,871	\$81,871	\$24,956	69.5%
509602 - CASH OVER AND SHORT	\$177	(\$0)	(\$0)	(\$177)	
509606 - AUCTION PROCEEDS	(\$0)	(\$0)	(\$0)	(\$0)	
509615 - RENTAL	\$11,433	\$56,500	\$56,500	\$44,673	20.9%
509620 - RENTALS- BASKETBALL	\$124,855	\$395,000	\$395,000	\$281,783	28.7%
509621 - RENTALS- VOLLEYBALL	\$26,670	\$40,000	\$40,000	\$16,575	58.6%
81 - OTHER FINANCE SOURCE	(\$0)	\$533,850	\$533,850	\$533,850	0.0%
801129 - TRANSF IN DCEDC	(\$0)	\$533,850	\$533,850	\$533,850	0.0%
Grand Total	\$463,517	\$1,921,321	\$1,921,321	\$1,459,315	24.0%

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
456 - FIELDHOUSE NON-ORG (DEBT PYMT)	\$47,965	\$452,640	\$452,640	\$404,675	10.6%
45601000 - FH ADMIN/OPS	\$485,842	\$1,193,772	\$1,193,772	\$707,930	40.7%
45602000 - FH CAFÉ/ FOOD COURT	\$70,729	\$175,705	\$175,705	\$104,976	40.3%
45602500 - FH GENERAL STORE	\$108	\$3,750	\$3,750	\$3,642	2.9%
45651100 - FIELDHOUSE CAMPS	\$3,670	\$78,000	\$78,000	\$74,330	4.7%
45651200 - FIELDHOUSE CLASSES	\$62	\$5,110	\$5,110	\$5,048	1.2%
45651300 - FIELDHOUSE OTHER ACTIVITIES	\$778	\$9,550	\$9,550	\$8,772	8.1%
Grand Total	\$609,153	\$1,918,527	\$1,918,527	\$1,309,374	31.8%

Attachment 1

CITY OF DUNCANVILLE

MEDICAL INSURANCE FUND AT APRIL 30, 2020

	YTD	ORIGINAL	REVISED	YTD LEFT	% OF
REVENUES	ACTUAL	BUDGET	BUDGET	IN BUDGET	ANNUAL BUDGET YTD
46 - PREMIUMS AND OTHER	\$2,305,925	\$3,562,942	\$3,562,942	\$1,257,017	64.7%
514101 - PREMIUMS EMPLOYEE HEALTH	\$1,795,704	\$2,700,000	\$2,700,000	\$904,296	66.5%
514103 - PREMIUMS DEPENDENT HEALTH	\$360,217	\$564,035	\$564,035	\$203,818	63.9%
514105 - PREMIUMS COBRA	(\$0)	(\$0)	(\$0)	(\$0)	
514106 - PREMIUMS RETIREES	\$150,004	\$298,907	\$298,907	\$148,903	50.2%
55 - INTEREST	\$14,569	\$28,000	\$28,000	\$13,431	52.0%
505101 - INTEREST ON GOVT POOL INVEST	\$9,303	\$28,000	\$28,000	\$18,697	33.2%
505103 - CERT OF DEPOSIT INTEREST	\$5,267	(\$0)	(\$0)	(\$5,267)	
59 - OTHER REVENUES	\$20,750	(\$0)	(\$0)	(\$20,750)	
509608 - STOP/LOSS REIMBURSEMENT	\$20,750	(\$0)	(\$0)	(\$20,750)	
81 - OTHER FINANCE SOURCE	\$233,333	\$400,000	\$400,000	\$166,667	58.3%
801901 - TRANSF IN	\$233,333	\$400,000	\$400,000	\$166,667	58.3%
Grand Total	\$2,574,578	\$3,990,942	\$3,990,942	\$1,416,364	64.5%

	YTD	ORIGINAL	REVISED	YTD LEFT	% OF
EXPENDITURES	ACTUAL	BUDGET	BUDGET	IN BUDGET	ANNUAL BUDGET YTD
007 - MEDICAL INSURANCE NON-ORG					
700450 - CONTRACTUAL SERVICES	\$21,830	\$37,080	\$37,080	\$15,250	58.9%
700904 - MISCELLANEOUS EXPENSE	(\$113)	\$5,000	\$5,000	\$5,113	-2.3%
701103 - EMPLOYEE MED PREMIUM EXPENSE	\$2,203,940	\$3,288,884	\$3,288,884	\$1,084,944	67.0%
701253 - RETIREE MED PREMIUM EXP	\$338,184	\$604,165	\$604,165	\$265,981	56.0%
702101 - ADMINISTRATIVE EXPENSES	\$5,108	\$8,000	\$8,000	\$2,892	63.9%
Grand Total	\$2,568,949	\$3,943,129	\$3,943,129	\$1,374,180	65.2%

Attachment 1

CITY OF DUNCANVILLE

COMPREHENSIVE SELF-INSURANCE FUND AT APRIL 30, 2020

	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
REVENUES					
46 - PREMIUMS AND OTHER	\$281,425	\$482,448	\$482,448	\$201,024	58.3%
514107 - GENERAL FUND CONTRIBUTIONS	\$228,674	\$392,018	\$392,018	\$163,344	58.3%
514108 - UTILITY FUND CONTRIBUTIONS	\$31,188	\$53,465	\$53,465	\$22,277	58.3%
514109 - HOTEL TAX FUND CONTRIBUTIONS	\$2,139	\$3,667	\$3,667	\$1,528	58.3%
514110 - EDC FUND CONTRIBUTIONS	\$6,993	\$11,988	\$11,988	\$4,995	58.3%
514111 - SANITATION FUND CONTRIBUTIONS	\$5,300	\$9,085	\$9,085	\$3,785	58.3%
514112 - DRAINAGE FUND CONTRIBUTIONS	\$2,853	\$4,890	\$4,890	\$2,038	58.3%
514113 - FIELDHOUSE FUND CONTRIBUTIONS	\$4,279	\$7,335	\$7,335	\$3,056	58.3%
55 - INTEREST	\$4,654	\$6,100	\$6,100	\$1,446	76.3%
505101 - INTEREST ON GOVT POOL INVEST	\$4,654	\$6,100	\$6,100	\$1,446	76.3%
Grand Total	\$286,078	\$488,548	\$488,548	\$202,470	58.6%

	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
EXPENDITURES					
008 - COMPREHENSIVE INSURANCE NONORG					
700446 - INSURANCE PREMIUMS TML	\$295,717	\$299,296	\$299,296	\$3,579	98.8%
700455 - WORKERS COMPENSATION CLAIMS	\$64,710	\$175,000	\$175,000	\$110,290	37.0%
700456 - LIABILITY CLAIMS	\$20,933	\$60,000	\$60,000	\$39,067	34.9%
Grand Total	\$381,361	\$534,296	\$534,296	\$152,935	71.4%

Attachment 1

CITY OF DUNCANVILLE

ONE-TIME PROJECTS AT APRIL 30, 2020

	DESCRIPTION	DEPT	PROJECT TO DATE ACTUAL	TOTAL PROJECT BUDGET	TOTAL REMAINING BUDGET	PROJECT STATUS
1	FY18 ZONING ORDINANCE UPDATE	PW	104,285	150,000	45,715	
2	FY18 NEIGHBORHOOD SIGN TOPPERS	GEN GOV	20,000	20,000	-	COMPLETE
3	FY19 ROOF REPLACEMENT	PARKS	70,263	1,637,250	1,566,987	
4	FY19 SECURITY UPGRADES (CAMERAS)	GEN GOV	137,664	144,000	6,336	
5	FY19 PUBLIC WORKS ERP SYSTEM	PW	78,168	226,000	147,832	
6	FY19 US 67 GATEWAY SIGNAGE	PW	21,600	500,000	478,400	ON HOLD
7	FY19 DESIGN FOR MAIN ST. /CAMP WISDOM	PW	-	150,000	150,000	
8	FY 20 LASERFICHE - GENERAL GOVT RECORDS	GEN GOV	-	19,185	19,185	
9	FY 20 SECURITY UPGRADES (CAMERAS)	GEN GOV	-	115,000	115,000	REDUCE SCOPE
10	FY 20 LED PANEL CHRISTMAS TREE	PARKS	25,000	25,000	-	COMPLETE
11	FY 20 PYBURN PARK FITNESS EQUIPMENT	PARKS	-	50,000	50,000	
12	FY 20 CHILLER REPLACEMENT	PARKS	-	44,969	44,969	
13	FY 20 BI LASERFICHE	PW	-	10,000	10,000	ON HOLD
14	FY 20 FUEL TANKS	PW	-	141,508	141,508	
15	FY 20 LED LIGHTING AMPHITHEATRE	PARKS	-	20,000	20,000	ON HOLD
16	FY 20 CENSUS ACTIVITIES (FROM PY SAVINGS)	PW	219	5,000	4,781	
	TOTAL ONE TIME PROJECT BUDGET		\$457,199	\$3,257,912	\$2,800,713	

Unallocated Budget - Savings/(Overages) from Completed Projects

\$75,441